

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

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

**Section 8.2 – Overtime Work**

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

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

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

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

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

For hospital workers, overtime is defined as time worked beyond eighty (80) hours in a biweekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. For all other workers, overtime is defined as time worked beyond forty (40) hours in any workweek or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted

towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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

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

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

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation.

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

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

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

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

f) **Distribution of Overtime**

In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among workers in the same classification and

applicable work unit as equally as practicable, where volunteers exist, volunteers will be utilized first, when possible. Overtime work required beyond the regular eight (8) hour or ten (10) hour duty shift shall be offered first to the regular workers who normally work such assignments.

### Section 8.3 – Work Schedules -CCL

#### a) Hours of Operation

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

#### b) Alternate Hours Schedules

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

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

#### 1. Negotiations

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

#### 2. Impasse

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

#### 3. Board of Supervisors

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

### Section 8.4 – Meal Periods

#### a) Length

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

- b) **Overtime Meals - Per July 19 Agreement - CCL with pronoun revision**  
 If a worker is assigned and works two (2) or more hours of overtime work contiguous to ~~his/her~~ the worker's regular work shift or is called in within three (3) hours of ~~his/her~~ the worker's scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of fourteen (\$14.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called 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 fourteen (\$14.00) dollars. Workers authorized meals pursuant to Section 8.4(c) or otherwise provided meals at no cost, are not eligible for meal reimbursement as outlined in this section.
- 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.

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

**1. Definitions**

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

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

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

**2. Covered Classifications**

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

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

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

### **3. Unpaid Meal Periods**

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

### **4. Paid Rest Breaks**

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

### **5. Combined Unpaid Meal Periods and Paid Rest Breaks**

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.

- b. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).
- c. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined meal period / rest break(s). Other than in emergency circumstances, the County will provide the Union notice and the opportunity to meet and confer regarding elimination of the combined meal period / rest periods, to the extent required by the MMBA and/or Memorandum of Agreement.

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

- a. Subject to the limitations in this Section:
  - i. An employee who is not provided one (1) or more required meal period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.
  - ii. An employee who is not provided one (1) or more of their required rest period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.
- b. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).
- c. A monetary remedy shall not apply where an employee chooses to work during a provided meal period or rest break.

#### **Section 8.5 – Rest Periods -CCL**

All workers shall be granted and take a rest period of fifteen (15) minutes during each half shift of four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. If a rest break is not taken, the worker is not entitled to an earlier quitting time.

#### **Section 8.6 – Clean-up Time -CCL**

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

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

##### a) **Definition**

On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority,

subject to approval by the County Executive. On-call duty is in addition to and distinct from the normal workweek. This Section is not applicable to those situations where workers are recalled to work when not previously placed on an on-call status.

b) **Classifications Eligible**

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

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, ~~thirty-eight-forty~~ dollars (\$~~3840~~) for each eight (8) hour shift, or substantial portion thereof, of assigned call duty, except for the following classifications which shall receive one-half of their regular base rate of pay for each hour of assigned call duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

S9D Ultrasonographer II - D

S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W Cardiovascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

- R8E Diagnostic Imaging Technologist I - Computed Tomography
- R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography
- R8C Diagnostic Imaging Technologist I - Fluoroscopy
- ~~R88 Diagnostic Imaging Technician II~~
- R8B Diagnostic Imaging Technologist II – Computed Tomography
- S85 Licensed Vocational Nurse, when acting in lieu of S23 ~~Operating Room Surgical~~ Technician
- R2E Magnetic Resonance Imaging Technologist
- R6A Magnetic Resonance Imaging Technologist-AngioMagnetic Resonance Imaging (MRI) Technologist - Magnetic Resonance Angiography
- R6C Magnetic Resonance Imaging (MRI) Technologist - Computed Tomography
- S23 Surgical Technician
- R27 Pharmacist
- P40 Pharmacist Specialist
- J1S Epic Pharmacy Informaticist
- R15 Respiratory Care Practitioner I
- R1S Respiratory Care Practitioner II
- R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist
- S30 Ultrasonographer I
- S29 Ultrasonographer II
- Y04 Medical Social Worker I
- Y0E Medical Social Worker I – U
- Y03 Medical Social Worker II
- Y0D Medical Social Worker II-U
- S79 Per Diem Ultrasonographer I
- S98 Per Diem Ultrasonographer II



R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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

d) **Notification to Union**

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

e) **Beepers**

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

**Section 8.8 – Non-Contiguous Overtime Guarantee – Union TA to CP dated June 26**

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

R78 Anesthesia Technician

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

S9D Ultrasonographer II - D

S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W CardioVascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

R8C Diagnostic Imaging Technologist I - Fluoroscopy

R88 Diagnostic Imaging Technician II

R8B Diagnostic Imaging Technologist II – Computed Tomography

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

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy Inservice Coordinator Services Specialist

S30 Ultrasonographer I

S29 Ultrasonographer II

Y04 Medical Social Worker I

Y0E Medical Social Worker I-U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

S79 Per Diem Ultrasonographer I

S98 Per Diem Ultrasonographer II

R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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

The payment of the guaranteed four (4) hour minimum is subject to all the provisions of Article 8, Section 8.2, Overtime Work.

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

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

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

**a) Evening Shift Differential**

An evening shift differential of three dollars and sixty-four cents (\$3.0064) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. ~~Effective June 15, 2020 Pay Period 20/14, the evening shift differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty-nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty-four cents (\$3.64).~~

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

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

- c) **Regularly Scheduled Shifts**  
A worker shall not be paid two different shift differential rates during a regularly scheduled shift. If a worker meets the criteria for both evening and night shift differential during a regularly scheduled shift, the worker shall receive the night shift differential for all eligible hours.
- d) **Overtime Shifts**  
Overtime shifts stand alone and shall be treated as two separate shifts for purposes of determining whether the night or evening shift differential rate is paid. (Total hours worked is the basis used for computing eligibility for the differential.)
- e) **Part-time Workers**  
Workers in part-time codes (twenty hours (20) or less in a work week) will receive the above differential if at least two (2) hours of an assigned schedule of contiguous hours meet the above guidelines.
- f) **Eligible Classifications**  
The premium for shift differential shall be paid to all County workers (as outlined above), irrespective of classification, pay level, overtime status, holiday work, or other wage variations (except as required by law).
- g) The shift differential shall not be allowed in computing payments at time of termination.
- h) This differential shall only be paid on actual hours worked. In addition, workers whose shifts are temporarily changed (either voluntarily or at management discretion) will be paid based on actual hours worked.

**Section 8.10 – Split Shift Pay -CCL**

A worker who is performing services upon a split shift shall be paid an additional twelve dollars and fifty cents (\$12.50) per day. "Split Shift" is defined as eight (8) hours of work which are not completed within any nine (9) consecutive hours in a workday.

**Section 8.11 – Temporary Work Location -CCL**

When a worker is assigned to work at a location different from his/her regularly assigned work location, the County will either supply transportation for such travel or shall pay mileage based on Article 16.2 of this Agreement.

**Section 8.12 – Bilingual Pay -CCL**

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

- a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); or

- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

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

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

### **Section 8.13 – Voluntary Reduced Work Hours Program -Modified CCL - TA**

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

after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The Department Director shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.

- g) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.
- i) It is understood by the County that due to this Program there may be lower levels of service.
- j) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- k) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.
- l) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.
- m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)

#### **Section 8.14 – Request for Alternate Hours Schedule -CCL**

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

#### **Section 8.15 – Departmental Agreements -CCL - TA**

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

**a) Coverage**

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

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

**b) Full Time Payment**

\_\_\_\_\_ A premium of one dollar and ~~twenty-five fifty cents (\$1.5025)~~ per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holidays worked, or other wage variations. This hazard duty premium shall be included in the pay status time of the coded classifications described in this paragraph b). ~~Workers must physically work within the locations outlined in Section 8.16 to receive the hazard duty pay. Telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the pay.~~

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

**c) Part Time Payment**

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

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

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

**d) Classifications Assigned to Elmwood**

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

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

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

a) **Telework Program**

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

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

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

b) **Eligibility for telework**

Eligibility is based on many criteria, and many job classifications and associated job responsibilities may not be conducive to teleworking. The following requirements are presented to help the employee and supervisor determine if teleworking is feasible. Additionally, a change in job duties and assignments, such as being assigned to work out of class, being assigned to a new project, or covering for coworkers who are out on vacation or leave, may affect eligibility. For this reason, it is the supervisor's responsibility to periodically assess the teleworking arrangement with the employee to address any change in eligibility.

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

Criteria for an employee to telework include:

- Full or part time status
- Permanent status (no original probationary status); others on exception basis only, subject to approval by department head
- Classified or unclassified position



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

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

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

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**ARTICLE 2 – NO DISCRIMINATION**

**County Proposal June 15**

**Section 2.1 – Employment**

Neither the County nor the Union shall unlawfully discriminate against workers because of race, age, sex, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation, gender identity, or gender expression.

**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 – Diversity, Equity, and Inclusion**

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 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.

**Section 2.5 – Work Environment**

The Union and the County jointly support a work environment free from discrimination, harassment, and retaliation, as required by law.

@4:28p  
JA

TA 6/20/23  
Mark [Signature]

6/20/23  
[Signature]

## ARTICLE 2 – NO DISCRIMINATION

### Section 2.1 – Employment

Neither the County nor the Union shall unlawfully 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, gender identity, or gender expression.

### 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~~ Diversity, Equity, and Inclusion

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.

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## ARTICLE 3 – UNION SECURITY

### Section 3.1 – Relationship Affirmation -CCL

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 – Union Deductions -CCL

#### a) **Condition of Employment**

All workers in the unit(s) who have authorized Union dues in effect on the effective date of this Agreement shall have such deduction continued and shall be made only upon signed authorization from the worker only after the Union certifies to the County a list of workers who have authorized such deduction(s).

As allowed by law, the County shall deduct from the worker's paychecks and transmit to the Union dues and amounts for any other service, program, or committee provided or sponsored by the Union. Within ninety (90) days from the ratification of the MOU, the County and SEIU will meet to discuss the process wherein membership forms are collected by the Union.

#### b) **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 required by this Article, no such deduction shall be made for the current pay period.

#### c) **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.

#### d) **Reinstatement**

Upon the reinstatement of any dues paying worker, or upon the recalling of any dues paying worker from layoff status, the County will resume dues deduction, at the rate specified by the Union, for such worker in accordance with Section 3.2(a) of this Article.

#### e) **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.

#### f) **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

From: SCCo To SEIU July 1, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 1 of 5

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regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

### **Section 3.3 – Other Deductions -CCL**

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 SEIU 521 communications.

#### **b) Distribution**

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

#### **c) Visits by Worksite Organizers County modifies proposal June 28 Union Agrees to County Proposal**

Union Worksite Organizers shall give notice to the department head or his/her designated representative prior to entering departmental facilities to visit other than public areas. Union Worksite Organizers shall follow all County policies and practices/procedures when visiting County worksites. This includes signing in and out at front desks, wearing visitor badges, and being escorted when required. The Union is not waiving any access rights available under the Meyers-Milias-Brown Act.

The Union Worksite Organizer shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the worker's work and occurs during the worker's rest period, meal period or outside the worker's working 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.

#### **e)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.

d)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 in an electronic format. 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.

e)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 and a membership form.

f)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 release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, provisional appointments.

**Section 3.5 – Union Label -CCL**

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 -CCL**

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 ninety (90) calendar days after final ratification of agreement by both parties. The parties agree to have an electronic copy of the agreement available within sixty (60) calendar days after final ratification of agreement by both parties.

**Section 3.7 – New Worker Orientation – Union Agreed to CP dated June 28**

When a new workers are is hired into a Union-represented classification, the County shall notify such the workers that SEIU, Local 521 is the recognized employee organization in for the classification into which she/he the worker is has been hired. The County shall

From: SCCo To SEIU July 1, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 3 of 5

provide a copy of the current Agreement and a packet of Union information which shall be supplied to the County by SEIU, Local 521the Union.

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations including but not limited to where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, Santa Clara Valley Healthcare (SCVH), HHS, and Social Services Agency (SSA). The Representative may be a Steward, Chief Steward, or Uunion-designated representative who will notify their his/her supervisor in advance. A Steward, Chief Steward, or Uunion-designated representative who attends new hire orientation will be provided release time. No overtime shall be incurred as a result of the make-up time.

As part of each new worker's onboarding, the County shall notify each new worker of their right to attend a thirty (30) minute Union orientation session, and will provide sufficient information and release time to new workers to facilitate their attendance at a scheduled Union orientation session via electronic invite, email, and/or printed memo. Such information shall contain language mutually agreed upon by the County and the Union.

The County and the Union agree to schedule Union orientations on a bi-weekly basis at locations determined to have reasonable geographic access relative to the new worker's worksite, with the intent to limit drive times. Dates and times of the orientations may vary to accommodate the different needs of new workers such as varying shifts and regularly scheduled days off. The Union and the County will determine the date(s), time(s), and location(s) of the Union orientations. If there are conflicts with dates, times, and/or locations of such orientations, the Union and the County shall work together to rectify those issues. The County shall secure a room and sufficient tables and chairs. The thirty (30) minutes provided to the Union at orientation sessions scheduled at SCVH, SSA, or any other County department constitute a Union orientation session satisfying the requirements of this section, and employees attending those sessions are not entitled to attend an additional Union orientation during their scheduled, County-paid work time.

Such The Union orientation shall be conducted by representatives designated by the Union. Union representatives attending new hire orientations shall be allowed thirty (30) minutes during the orientation to make a presentation and answer questions from workers in classifications represented by the Union. County representatives shall not be present during the Union portion of the orientation. The County or Department, where appropriate, will notify the Union ten (10) business days in advance of such County new-worker orientation sessions and to the extent available, shall include a list of new workers in SEIU-represented classifications scheduled to attend. If an employee was unable to attend a Union orientation within the first thirty (30) calendar days of hire, they shall be allowed to attend a regularly scheduled Union orientation session that occurs within 120-days of their hire date.

From: SCCo To SEIU July 1, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

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Current contract language is CCL

Page 4 of 5

With the exception of orientations at and for SCVH and SSA, the County shall schedule no more than fifty (50) employees to attend each Union orientation. The Parties will schedule multiple sessions if needed and shall coordinate such dates, times, and locations.

Employees shall be paid for the actual attendance time, up to thirty (30) minutes, to attend one Union orientation. Employees shall be paid for travel time, if the travel time and orientation session takes place during their scheduled work time. Time spent traveling to a Union orientation session that is held at the beginning of an employee's shift is not compensable. Time spent traveling from a Union orientation session to the employee's home at the end of their scheduled shift is not compensable.

The number of ~~stewards/leaders~~ representatives released for the orientation shall be based on the number of new workers in SEIU--represented classifications at each orientation as follows:

- |                             |  |
|-----------------------------|--|
| 1 - <del>2550</del> Workers | - <u>Up to 21</u> Representatives Released |
| <del>26 - 50</del> Workers  | <del>2</del> Representatives Released      |
| 51-75 Workers               | - 3 Representatives Released               |
| 76 or more Workers          | - 4 Representatives Released               |

The County shall provide the Union a malleable electronic file containing the name, job title, department, work location, home and cell phone numbers, home address, and personal and work email addresses that the County has on record within the County's Human Resources Information System of any newly hired employee within two (2) pay periods of the date of hire.

If the parties mutually agree, the County and the Union will meet to discuss issues or questions related to this section and attempt to reach a common understanding.

**Section 3.8 – Third-Party Requests** Union TAs to County Proposal on June 26  
The County shall comply with the law, including Government Code section 6254.3the California Public Records Act, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of Union-represented workers. The County will provide the Union with notice of outside third-party requests for this information in a timely manner. Section 3.8 shall not be subject to the grievance procedure in this Memorandum of Agreement.

From: SCCo To SEIU July 1, 2023  
This proposal includes all previous proposals unless specifically modified herein.  
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New language is underlined.  
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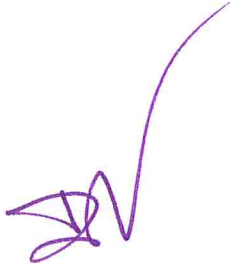



Letter of Agreement – New Employee Orientation Union TAs to County's June 28 Proposal  
Article 3.7 (Not to be included in Contract)

Pursuant to section 3.7 of the MOU, the parties agree that the electronic invite, email, and/or printed memo shall say the following:

"Your job classification is represented by a union, SEIU Local 521, and your terms and conditions of employment are governed by a collective bargaining agreement that is negotiated between SEIU Local 521 and the County of Santa Clara. The County of Santa Clara and the union have agreed on a process to make sure all new employees have the opportunity to be informed about your union SEIU Local 521 and you're the collective bargaining agreement that covers your terms and conditions of employment. Accordingly, you have been authorized to be released on paid time to attend a union orientation session at the following time and place: \_\_\_\_\_."

The parties agree to meet no sooner than sixty (60) calendar days but no more than ninety (90) calendar days of implementation of this agreement to review any issues that may arise during the roll out of the process. The purpose of such meeting shall be not be to alter this agreement but shall to address issues that arise and come to resolutions and shall not be to alter this agreement. Section 3.7 of the MOA. However, this section does not prevent the parties from addressing individual issues prior the meeting taking place.



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**ARTICLE 4 – OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE**

**County not in agreement w/ UP May 30 County holds to CP April 14**

**Section 4.1 – Official Representatives**

**a) Meetings with Management**

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

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

**b) Number for Release**

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

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

**c) Release Time Log**

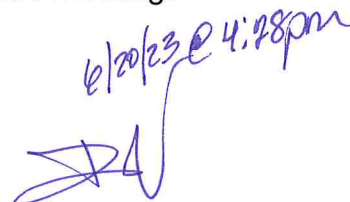
Release time shall be granted after consideration of operational and staffing needs. Official Representatives will log the time they leave their work assignments, where they can be reached, and the time they return on a form provided by the County.

**d) Bank of Hours**

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

**Section 4.2 – Stewards**

*6/20/23*  


*6/20/23 @ 4:28pm*  




a) **Notification of Stewards**

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

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

b) **Grievance Related Release Time**

The County agrees to provide release time for:

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

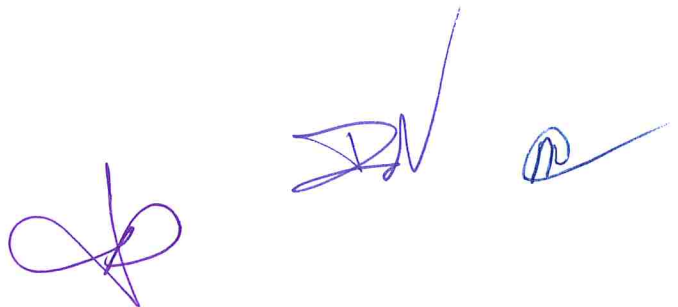
c) **Grievance Related Worker Release**

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

d) **Grievance Investigation**

A reasonable amount of time will be granted the worker and Steward 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**

Three handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a large, stylized 'S' with a loop. The second signature is a more complex, cursive signature. The third signature is a smaller, simpler signature.

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**

1. 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.
2. No more than one time per quarter, the County shall release up to thirty-five (35) stewards for no more than 2 hours, inclusive of travel time, for meeting to further labor/management relationships. At least twenty (20) days in advance, the Union must provide to the Department of Labor Relations the agenda, date, time, and location of the meeting, and the names and departments of stewards to be released to attend this meeting.

**Section 4.3 – Chief Stewards**

- a) The Union may designate up to forty-five (45) 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, investigatory meetings, and pre arbitration meetings (if not attended by the Steward).

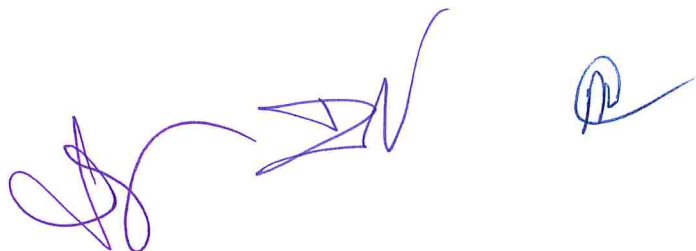
**Section 4.4 – Negotiating Committee**

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 seventeen (17) committee members. The County agrees to release seventeen (17) persons upon such request where required.



2. For the Blue Collar 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 Clerical Unit there shall be nine (9) committee members each. The County agrees to release nine (9) persons upon such request where required.
4. 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.
5. 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.
6. 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.
7. For the Social Services Unit there shall be seven (7) committee members. The County agrees to release seven (7) persons upon such request where required.
8. For the Supervisory Unit there shall be three (3) committee members. The County agrees to release three (3) upon such request where required.
9. The Chapter President and two (2) Vice Presidents.

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.

6/20/23  


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## ARTICLE 6 – PERSONNEL ACTION

### County proposal June 20

#### **Section 6.1 – Initial and Subsequent Probationary Periods -CCL**

- a) Each new worker shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in the appendices when it shall be twenty-five (25) complete pay periods or 12 months as denoted. Workers who have attained permanent status in a classification and have been appointed to a new classification by appointment from an eligible list or by means of transfer shall serve a subsequent probationary period of 6 months, as outlined in County ordinance, Section A25-191, which shall be counted as thirteen (13) complete pay periods, unless otherwise noted in the appendices. An incomplete pay period served on initial or subsequent probationary appointment shall not be counted as complete pay periods. Upon successful completion of the probationary period, the worker shall be deemed a permanent worker in the classification for which they served the probationary period. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers in a classification covered by this Agreement shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure set forth in this Agreement. Consistent with County Charter Section 704(e), probationary workers serving an initial probationary period may not appeal to the Personnel Board, suspensions, demotions, or dismissals. Consistent with 19.1 (b) (2) of this Agreement, probationary workers may not grieve probationary release.
- b) Classified probationary workers and unclassified workers who have not completed a period equal to the probationary period for a comparable classified position shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during the applicable probationary period. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The department/agency head, or his/her designated representative, shall hear and make a decision in writing which he/she shall issue within sixty (60) business days. The sixty (60) business day period shall not commence until all investigations, administrative proceedings, and litigation related to the worker's employment, as well as discussions between the County and Union about potential resolutions, have concluded. Failure by the County to comply with the sixty (60) business day period shall not result in or serve as a basis for the County being required to reinstate the worker.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in worker's personnel file and a copy sent to the Union and designated Chief Steward, and shall include:

1. Statement of the nature of the disciplinary action.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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@ 11:58pm  
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2. Effective date of the action.
3. Statement of the cause thereof.
4. Statement in ordinary and concise language of the act or omissions upon which the causes are based.
5. Statement advising the worker of the right to an administrative review of such action and the right to Union representation.

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

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

## Section 6.2 – Administrative Investigation

### a) **Employee's Rights During Administrative Investigation:**

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

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

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

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of the worker, or identify the issue to be corrected, and give guidance on how to correct the issue and provide for a reasonable period for the worker to make the correction. Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

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

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

## **Section 6.4 – Counseling and Unfavorable Reports -CCL**

### **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. The County shall attempt to use counseling first, prior to any unfavorable reports being issued, when the situation warrants only a counseling. 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 eighteen (18) months 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, when the situation allows. 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. The counting of the fifteen (15) working days shall begin at the conclusion of an investigation. Workers shall have the right

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

Requesting and securing representation is the responsibility of the worker. Supervisors, /Mmanagers, and/or /linvestigators 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.

**c) Authority of Investigator**

In a County investigation, the County may authorize a supervisor, manager, and/or internal or external investigator to conduct internal investigations. Workers are required to fully participate and cooperate to the same extent regardless of whom the County designates as its investigator. This section is not a waiver of any representation rights to which the worker is legally entitled.

**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.

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to grieve the factual content and timeliness 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 -CCL**

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 -CCL**

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.

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- 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.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

**Section 6.7 – Disciplinary Action – Unclassified Workers -CCL**

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 five (5) days' notice of discharge or demotion except, where circumstances require immediate action.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

**Section 6.8 – Return to Former Class -CCL**

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 -CCL**

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position covered by this Agreement except as provided for under County ordinance section A25-640. 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 -CCL**

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 Union Agreed to County Proposal dated April 14**

The program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required by state or federal 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 but may be in attendance to observe the issuance and any discussion of the performance appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted during a worker's initial probationary period.

~~It is agreed that t~~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.

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**Section 6.12 – Personnel Files Union TA on 6/6 to CP dated April 14**

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 adverse material will be inserted into the worker's personnel files without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

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

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

Materials relating to suspensions which become final will be removed after three (3) years if no other suspensions have occurred during the three (3) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

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

**Section 6.13 – Lateral Transfers -County proposes CCL**

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 fifteen percent (15%) upward range movement.

If a worker was moved to a lower classification due to his/her prior class being eliminated, abolished or a worker is laid off from his/her position and was placed on a re-employment list, the transfer band shall be calculated step to step, e.g., step one of the prior classification to step one of the new classification or step five of the prior classification to step five of the new classification. When determining the difference between classifications by using equivalent step to step, the actual step used to calculate the transfer band shall be the step that provides the worker the most benefit. Transfers under

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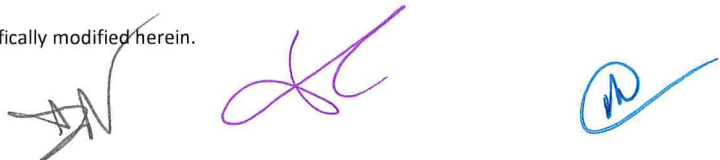
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this provision may be made for a period of eight years from date of movement to the lower classification.

**Section 6.14 – Administrative Transfers -County Modifies CP dated April 14, 2023 on May 9, 2023**

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.
5. This section shall not apply to transfers made pursuant to a reorganization, as defined under Article 21, which are subject to the process described in Article 21.

**Section 6.15 – Minimum Qualification Application -CCL**

Minimum qualifications in job bulletins announcing examinations shall not exceed the minimum qualifications listed in the job specification. A worker shall have the right to take an examination for any County appointment if the worker meets the minimum qualifications/employment standards listed in the job specification, for that appointment, unless specified otherwise in this Agreement and/or in the Merit System Rules. Any

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worker whose application for examination has been disqualified shall be notified in writing. The notification shall include an explanation of why the worker does not meet the minimum qualifications that led to their disqualification. Any worker whose application for examination has been disqualified may make corrections/revisions within the timeframe specified in the notification prior to the examination.

  
6/25/23  
  
6/25/23  


ARTICLE 7 – PAY PRACTICES

**County Proposal June 28 – Union TAs to CP dated June 28 on June 30, 2023**

**Section 7.1 – Salaries and Payments**

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by ~~five three~~ percent (~~5.003.00~~%) and shall be listed in the appendices attached hereto and made a part hereof.

~~Effective June 16, 2020, Pay Period 20/14, all salaries shall be increased by three percent (3%) and shall be listed in the appendices attached hereto and made a part hereof.~~

Effective June 24, 2024, Pay Period 24/14, all salaries shall be increased by ~~three~~ four percent (~~34.00~~ %) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 23, 2025, Pay Period 25/14, all salaries shall be increased by ~~three~~ four percent (~~34.00~~%) and shall be listed in the appendices attached hereto and made a part hereof.

The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter of the County of Santa Clara.

Equity Realignment: For classifications where the General Wage Increase and Unit Realignments do not cumulatively result in a wage increase of at least \$1.50 per hour for Step 3 of the Classification in year one of the Agreement, the pay rate for that classification shall be realigned to achieve a minimum \$1.50 per hour raise at Step 3 in year one.

For classifications where the General Wage Increase and Unit Realignments do not cumulatively result in a wage increase of at least \$1.40 per hour for Step 3 of the Classification in year two of the Agreement, the pay rate for that classification shall be realigned to achieve a minimum \$1.40 per hour raise at Step 3 in year two.

For classifications where the General Wage Increase and Unit Realignments do not cumulatively result in a wage increase of at least \$1.30 per hour for Step 3 of the Classification in year three of the Agreement, the pay rate for that classification shall be realigned to achieve a minimum \$1.30 per hour raise at Step 3 in year three.

These equity realignments shall be implemented at the same time as the General Wage Increase provided above.

a) ~~Lump Sum Payment(s)~~

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- ~~1. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors) current employees at time of signing of successor contract who are in SEIU represented positions shall receive a three percent (3%) lump sum bonus based on coded status from June 17, 2019 to the first pay period after the second reading by the Board of Supervisors. The lump sum for full and part time employees will be based on base salary only. The lump sum for extra help workers will be based on actual hours worked during that period.~~
- ~~2. All SEIU represented employees in a paid status effective Pay Period 20/26 (excluding Extra Help) whose classification receives a total of less than 0.51% in realignments (inclusive of all unit realignments, equity realignments, and any other special realignments) shall receive a lump sum bonus based on coded status of one thousand dollars (\$1,000.00) per FTE. For the purpose of this lump sum bonus, the total amount of realignments shall be computed by adding the amounts of all unit, equity, and any other realignments.~~

### **Section 7.2 – Basic Pay Plan -CCL**

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

a) **Step One**

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

b) **Step Two**

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

c) **Step Three**

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

d) **Step Four**

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

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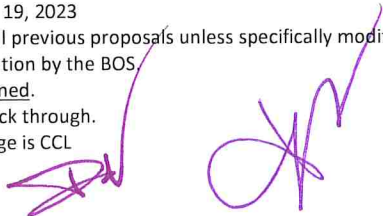
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- e) **Step Five**  
The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.
- f) **Time for Salary Adjustments**  
Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

**Section 7.3 – Effect of Promotion, Demotion or Transfer on Salaries -CCL**

a) **Promotion**

Upon promotion, a worker's salary shall be adjusted as follows:

1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage in increase salary.
2. For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

b) **Demotion**

Notwithstanding the provisions of Section 7.2, upon demotion of a worker with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) **Transfer**

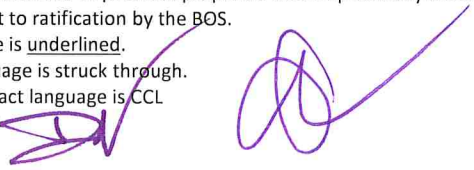
Upon transfer to a classification in the same pay range, the salary shall remain unchanged.

d) **No Loss of Time-In-Step**

Notwithstanding the provisions of Section 7.2, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the worker for further salary increases.

e) **Seniority Rights**

Parental and industrial injury leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted as time spent in a salary step in computing eligibility of the worker for further salary increases.



f) **Voluntary Demotion**

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the worker shall be placed at the step in the salary range which corresponds most closely to the salary received by the worker as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the worker's new salary shall be set at the rate closest to, but not less than ten percent (10%) below his/her salary as of the time of injury.

**Section 7.4 – Part-Time Work -CCL**

a) **Salary Ranges**

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

b) **Benefits**

Workers filling part-time positions of half-time or more shall receive all other benefits of this Agreement except as listed below:

1. Those workers who elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only shall authorize a payroll deduction for the appropriate prorated cost.
2. Workers may withdraw from the insurance package (medical, dental, vision and life) or medical coverage only at any time. Workers may enroll in the County's insurance package or medical coverage only upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.
3. Any worker who becomes a part-time worker as a result of layoff from a full-time position will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.
4. Any worker in a part-time status who pays for the insurance package (medical, dental, vision and life) or medical coverage only shall have his/her pay adjusted for the additional pro-rated premiums consistent with any hours worked above their coded status the previous month.

c) **Split Codes**

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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

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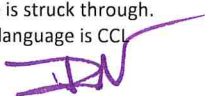
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5. extra hours are distributed equitably (as much as possible) provided the part-time worker submits a memo each year stating his/her interest to the manager for extra hours and provides the appropriate contact information

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

### **Section 7.5 – Work Out of Classification -CCL**

#### **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 -CCL**

#### **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 two (2) working days 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**

From: SCCo To SEIU July 19, 2023

This proposal includes all previous proposals unless specifically modified herein.

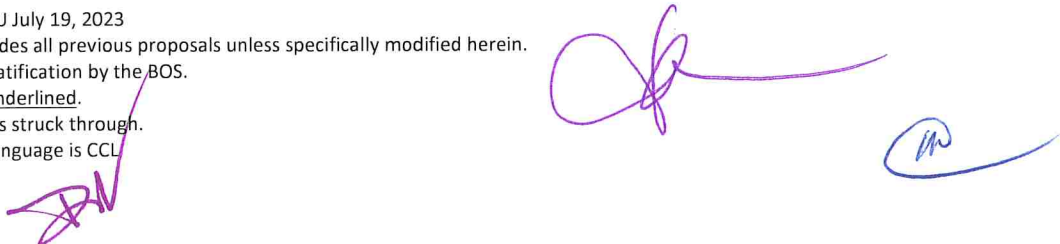
All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 6 of 7



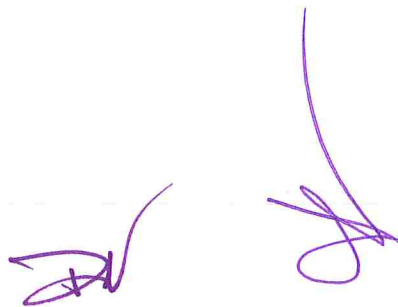
When the County has overpaid a worker by a net one hundred dollars (\$100.00) or more, the County shall provide to the worker notice of the amount of the overpayment as well as a proposed repayment schedule. If the worker would like to negotiate a different repayment schedule, the worker must respond to the County within ten (10) business days of receiving the notice.

If the worker does not respond within ten (10) business days or the worker and the County do not reach a repayment agreement within thirty (30) business days, the County shall send the overpayment to DOR (County collections) to be recouped.

**Section 7.7 – Automatic Check Deposit -CCL**

All workers shall be paid by Automatic Check Deposit unless the worker certifies he/she does not have a bank account.

TA County  
M...  
7/26/23



**Side Letter Agreement between the County of Santa Clara  
and Service Employees International Union, Local 521 regarding Labor Code Section 512.1**

The County of Santa Clara (County) and Service Employees International Union, Local 521 (SEIU) agree to this Side Letter to the Memorandum of Agreement (MOA) between the County and SEIU dated March 9, 2020, through June 25, 2023.

The purpose of this Side Letter is to memorialize past practice regarding meal periods and rest breaks and to provide a monetary remedy for non-compliance for all SEIU represented employees covered by Labor Code section 512.1. The parties intend this Side Letter to meet the requirements of the collective-bargaining agreement exception in Labor Code Section 512.1(d).

This Side Letter is effective upon full execution of this agreement, and all provisions shall expire upon expiration of the parties' MOA. The penalty provisions of this Side Letter shall terminate immediately upon a final court determination that Labor Code section 512.1 does not apply to a charter county and/or charter city.

**1. Definitions**

For purposes of this Side Letter:

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

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

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

**2. Covered Classifications**

The only classifications that may meet the definition of "Employee" in Section 1 of this Side Letter are listed in Attachment A.

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

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

### **3. Unpaid Meal Periods**

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

### **4. Paid Rest Breaks**

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

### **5. Combined Unpaid Meal Periods and Paid Rest Breaks**

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.
- b. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).
- c. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined meal period/rest break(s). Other than in emergency circumstances, the County will provide the Union notice and the opportunity to meet and confer regarding elimination of the combined meal period/rest periods, to the extent required by the MMBA and/or Memorandum of Agreement.

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

- a. Subject to the limitations in this Section:



- i. An employee who is not provided one (1) or more meal period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.
  - ii. An employee who is not provided one (1) or more of their rest period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.
- b. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).
  - c. A monetary remedy shall not apply where an employee chooses to work during a provided meal period or rest break.

**For the County:**

Date: 6/23/2023



Cynthia Mihulka  
Principal Labor Relations Representative



Nick Steinmeier  
Principal Labor Relations Representative



James R. Williams, County Counsel

Approved as to form and legality:



Masa Shiohira, Lead Deputy County Counsel

Date: 6/23/2023

**For SEIU, Local 521:**

Date: 6/23/23



Debbie Narvaez, Chief of Staff



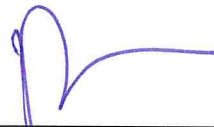
Andrea Hightower, Senior Coordinator



Janet Diaz, Chapter President



Desiree Garcia, Chapter Secretary



Pho Bui, APT

**Attachment A**

D97 ACCOUNT CLERK II

D96 ACCOUNTANT ASSISTANT

C60 ADMIN ASSISTANT

X19 ADMIN ASSISTANT-CONF CLERICAL

R78 ANESTHESIA TECHNICIAN

N95 ASSISTANT CHIEF ENGINEER

K06 ASSOC BIOMEDICAL ENGR TECH

R2V ASSOC CARDIO INTERV TECH

G1U ASSOC IT FIELD SUPPORT SPC

G2U ASSOC USER EXP (UX) DESIGNER

C5F ASSOCIATE COMMUNICATIONS OFFCR

K03 BIOMEDICAL ENGINEERING TECH

C35 BUYER ASSISTANT

S9J CARDIAC SONOGRAPHER I

S9H CARDIAC SONOGRAPHER II

S9G CARDIAC SONOGRAPHER III

R4A CARDIO REHAB SPECIALIST

R2W CARDIOVASCULAR INTERV TECHNOL

R9A CLINICAL NEUROPHYSIOLG TECH I

R99 CLINICAL NEUROPHYSIOLG TECH II

C2D CLINICAL RESEARCH ASSOCIATE

C2E CLINICAL RESEARCH ASST II

C2C CLINICAL SUPPORT PROGRAM CRD

J06 CODER I

J05 CODER II

J04 CODER III - INPATIENT

W09 COMM OUTREACH SPEC - U

S51 COMMUNICABLE DISEASE INVEST  
E04 COMMUNITY OUTREACH SPECIALIST  
E07 COMMUNITY WORKER  
Q96 COMMUNITY WORKER - U  
H59 COOK  
E49 DAY CARE CENTER AIDE  
R8D DIAG IMAGING TECH I -MAMMO  
R8G DIAG IMAGING TECH I-CLIN INSTR  
R8E DIAG IMAGING TECH I-CT  
R8F DIAG IMAGING TECH I-CT & MAMMO  
R8C DIAG IMAGING TECH I-FLUORSCOPY  
R8A DIAG IMAGING TECH II- MAMMO  
R8B DIAG IMAGING TECH II-CT  
R87 DIAGNOSTIC IMAGING TECH I  
R88 DIAGNOSTIC IMAGING TECH II  
R71 DIALYSIS TECHNICIAN  
H64 DIETETIC ASSISTANT  
S34 EKG TECHNICIAN  
K94 ELECTRONIC REPAIR TECHNICIAN  
S91 EMERGENCY ROOM TECH  
J28 EPIDEMIOLOGIST I  
J25 EPIDEMIOLOGIST II  
C29 EXEC ASSISTANT I  
C19 EXEC ASSISTANT II  
M20 FACILITIES MAINTENANCE REP  
H67 FOOD SERVICE WORKER I  
H66 FOOD SERVICE WORKER II  
R44 GASTROENTEROLOGY TECHNICIAN  
M48 GENERAL MAINT MECHANIC I

M47 GENERAL MAINT MECHANIC II  
M47 GENERAL MAINT MECHANIC III  
J46 GRAPHIC DESIGNER I  
J45 GRAPHIC DESIGNER II  
B5Z HEALTH CARE PROG ANALYST ASSOC  
B5Y HEALTH CARE PROGRAM ANALYST I  
J27 HEALTH EDUCATION ASSOCIATE  
W08 HEALTH EDUCATION ASSOCIATE - U  
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  
D2G HEALTH SERVICES REP - U  
G52 HOSPITAL COMMUNICATIONS OPR  
S95 HOSPITAL SERVICES ASST I  
S93 HOSPITAL SERVICES ASST II  
D29 HOUSE STAFF COORD  
G51 INFO SYSTEMS TECH IG50 INFO SYSTEMS TECH II  
G38 INFO SYSTEMS TECH III  
R2X INTERVENTIONAL RADIOLOGY TECHN  
G1T IT FIELD SUPPORT SPECIALIST  
H18 JANITOR  
H86 LAUNDRY WORKER I  
H84 LAUNDRY WORKER II  
F14 LEGAL CLERK  
F16 LEGAL CLERK TRAINEE  
E41 LIBRARY ASSISTANT I

E40 LIBRARY ASSISTANT II  
S85 LICENSED VOCATIONAL NURSE  
Q8S LICENSED VOCATIONAL NURSE - U  
M83 LOCKSMITH  
G8H MATERIALS SUPPLY SPECIALIST  
D79 MEDICAL ADMIN ASSISTANT I  
D76 MEDICAL ADMIN ASSISTANT II  
H93 MEDICAL ASSISTANT  
R7F MEDICAL LABORATORY ASST III  
R75 MEDICAL LABORATORY ASSISTANT I  
R74 MEDICAL LABORATORY ASST II  
D75 MEDICAL OFFICE SPECIALIST  
D87 MEDICAL TRANSCRIPTIONIST  
D50 MEDICAL TRANSLATOR  
D52 MEDICAL TRANSLATOR TRAINEE  
D02 MEDICAL UNIT CLERK  
E33 MENTAL HEALTH COMMUNITY WORKER  
D2J MENTAL HEALTH PEER SUPPORT WRK  
S9S MENTAL HEALTH WORKER  
E28 MESSENGER DRIVER  
E60 MOBILE OUTREACH DRIVER  
S3M MONITOR TECHNICIAN  
R6A MRI TECHNOLOGIST - ANGIO  
R6C MRI TECHNOLOGIST - CT  
R2E MRI TECHNOLOGIST - EH  
P84 OBSTETRIC TECHNICIAN  
R2C OCCUPATIONAL THERAPY ASST II  
D51 OFFICE SPECIALIST I  
D49 OFFICE SPECIALIST II

D09 OFFICE SPECIALIST III  
P71 OPERATING ROOM CLERK  
P48 OPHTHALMIC TECHNICIAN  
R90 ORTHOPEDIC TECHNICIAN  
M68 PAINTER  
S9Q PATIENT ACTIVITIES COORDINATOR  
D48 PATIENT BUSINESS SERV CLERK  
S9P PATIENT TRANSPORT COORDINATOR  
S9T PATIENT TRANSPORTER  
Q9T PATIENT TRANSPORTER - U  
R97 PER DIEM DIAGNOSTIC IMG TECH I  
R2G PER DIEM RESPIRATORY CARE PRCT  
S79 PER DIEM ULTRASONOGRAPHER I  
S98 PER DIEM ULTRASONOGRAPHER II  
R27 PHARMACIST  
R96 PHARMACIST LOCUM TENENS  
P40 PHARMACIST SPECIALIST  
R2I PHARMACY ASSISTANT  
R2S PHARMACY DATA SPECIALIST VHP  
R29 PHARMACY TECHNICIAN  
R2T PHARMACY TECHNICIAN - U  
R69 PHYSICAL THERAPIST ASST I  
R64 PHYSICAL THERAPIST ASST II  
U98 PROTECTIVE SERVICES OFFICER  
S88 PSYCHIATRIC TECHNICIAN I  
S87 PSYCHIATRIC TECHNICIAN II  
E32 PUBLIC HEALTH ASSISTANT  
S50 PUBLIC HEALTH NURSE I  
S48 PUBLIC HEALTH NURSE II

W25 PUBLIC HEALTH NURSE II - U  
S47 PUBLIC HEALTH NURSE III  
W41 PUBLIC HEALTH NURSE III - U  
S08 PUBLIC HEALTH NUTRITION ASSOC  
P76 REGISTERED DENTAL ASSISTANT  
H6A REGISTERED DIETETIC TECHNICIAN  
P67 REHABILITATION COUNSELOR  
Q6R REHABILITATION COUNSELOR - U  
U10 REHABILITATION THERAPY SPEC-U  
D3A RESOURCES SCHEDULING REP  
R15 RESPIRATORY CARE PRAC I  
R54 RESPIRATORY THERAPY SVCS SPCL  
G1S SENIOR IT FIELD SUPPORT SPEC  
E87 SR ACCOUNT CLERK  
K01 SR BIOMEDICAL ENGINEERING TECH  
S5D SR COMMUNICABLE DISEASE INVES  
J23 SR EPIDEMIOLOGIST  
C08 SR EXECUTIVE ASSISTANT  
D1E SR HEALTH SERVICES REP  
P94 SR HOSPITAL PSYCHOLOGICAL ASST  
X09 SR OFFICE SPECIALIST  
D45 SR PATIENT BUSINESS SVCS CLK  
K18 SR TELECOMMUNICATIONS TECH  
N96 STATIONARY ENGINEER  
S06 STERILE PROCESS TECH II  
S68 STERILE PROCESSING TECH I  
C8H STUDENT INTERN, LEVEL III  
C8J STUDENT INTERN, LEVEL IV  
D8F STUDENT INTERN-521, LEVEL I

D8G STUDENT INTERN-521, LEVEL II  
D8H STUDENT INTERN-521, LEVEL III  
D8J STUDENT INTERN-521, LEVEL IV  
S2D SURGERY SCHEDULER  
P82 SURGICAL AIDE  
S23 SURGICAL TECHNICIAN  
G1Z SYSTEMS ADMINISTRATOR TECH  
E20 TELECOMMUNICATIONS SRV SPC  
L35 TELECOMMUNICATIONS TECHNICIAN  
R48 THERAPY TECHNICIAN  
S6A ULTRASONOGRAPHER I – A  
S6B ULTRASONOGRAPHER I - B  
S6C ULTRASONOGRAPHER I - C  
S9A ULTRASONOGRAPHER II - A  
S9B ULTRASONOGRAPHER II - B  
S9C ULTRASONOGRAPHER II - C  
S9D ULTRASONOGRAPHER II - D  
R63 UROLOGY CLINICAL COORD  
H17 UTILITY WORKER  
D4M VHP CLAIMS EXAMINER  
D25 VHP MEMBER SERVICES REP  
F5F VITAL RECORDS SPECIALIST I  
F5E VITAL RECORDS SPECIALIST II  
T20 VOLUNTEER COORDINATOR  
G77 WAREHOUSE MATERIALS HANDLE



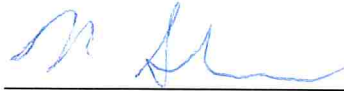
**Extension Agreement regarding the June 23, 2023, Side Letter Agreement between the County of Santa Clara and Service Employees International Union, Local 521 regarding Labor Code Section 512.1**

The County of Santa Clara (County) and Service Employees International Union, Local 521 (SEIU) agree to extend the June 23, 2023, Side Letter to the Memorandum of Agreement (MOA) between the County and SEIU (dated March 9, 2020, through June 25, 2023) until the Board of Supervisors adopts a successor MOA between the parties substantively incorporating the terms of that side letter into the MOA.

**For the County:**


Date: 6/25/2023

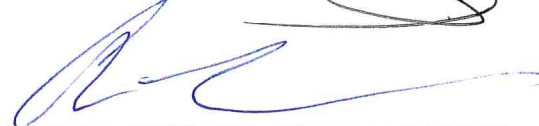
  
\_\_\_\_\_  
Cynthia Mihulka  
Principal Labor Relations Representative


  
\_\_\_\_\_  
Nick Steinmeier  
Principal Labor Relations Representative


**For SEIU, Local 521:**


Date: 6/24/23

  
\_\_\_\_\_  
Debbie Narvaez, Chief of Staff

  
\_\_\_\_\_  
Andrea Hightower, Senior Coordinator

  
\_\_\_\_\_  
Janet Diaz, Chapter President

  
\_\_\_\_\_  
Desiree Garcia, Chapter Secretary

  
\_\_\_\_\_  
Pho Bui, APT

Approved as to form and legality:

  
\_\_\_\_\_  
Masa Shiohira, Lead Deputy County Counsel

Date: 6/25/23

**SEIU Local 521 July 19, 2023 Tentative Agreement regarding Master Agreement**

package proposal:

1. SEIU Local 521 holds to its July 5, 2023 proposal to maintain current contract language re 8.4 (Meal Periods), section (b) (Overtime Meals). SEIU Local 521 rejects the County's June 26, 2023 proposal.
2. SEIU Local 521 agrees to affirm the Tentative Agreement to the County's June 28, 2023 proposal regarding Section 8.8 (Non-Contiguous Overtime).

JA  
7/19/23 @ 1:44P  
SEIU 521

TA  
7/19/23  
[Signature]

[Signature]

Ge. Biseman.

## ARTICLE 9 – UNIFORMS AND CLOTHING

### County Counter Proposal Union TAs to County June 30 Proposal

#### Section 9.1 – Uniforms

##### Uniform Allowance

1. A yearly uniform allowance of five hundred fifty (\$550.00) dollars 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. If a department pays the worker a cash uniform allowance,~~ The uniform allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year), and the quotient will be paid to the worker each pay period. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period.

Every newly hired County worker covered under Section 9.1(1), excluding Sheriff's Department and the Department of Correction workers, who is required to have and maintain a uniform shall receive an advance credit to be used exclusively to purchase required uniform items. These uniform items are the property of the County and must be returned upon separation or when the worker moves to a classification that no longer requires a uniform. Workers who receive the initial uniform credit shall not receive the per-pay-period uniform allowance, above, during their first year of employment.

Uniforms allowance shall be payable to the following classes:

- V57 Animal Control Officer
- V5H Senior Animal Control Officer
- G74 Custody Support Assistant
- V42 Estate Property Specialist
- M11 Fleet Maintenance Scheduler (Sherriff Office only)
- N96 ~~Hospital~~ Stationary Engineer
- D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking DOC only)
- D63 Law Enforcement Records Specialist (Sheriff's Office Records & Admin Booking DOC only)
- D42 Law Enforcement Records Technician–(Sheriff's Office Records & Admin Booking DOC only)
- T17 Park Maintenance Worker I
- T16 Park Maintenance Worker II
- T32 Park Services Attendant
- T38 Park Rangemaster I

From: SCCo To SEIU July 1, 2023

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All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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T37 Park Rangemaster II  
 T31 Park Interpreter  
 T13 Park Heavy Equipment Operator  
 T93 Park Maintenance Crew Chief  
 T95 Park Maintenance Crafts Worker  
 T1C Park Trails Specialist  
 T91 Park Natural Resources Program Coordinator  
 M38 Parking Lot Checker  
 M35 Parking Patrol Coordinator  
 X55 Probation Assistant I  
 X54 Probation Assistant II  
 X23 Probation Counselor I  
 X22 Probation Counselor II  
 F02 Property/Evidence Technician  
 U98 Protective Services Officer  
 T27 Senior Park Maintenance Worker  
 U9Z Sheriff Protective Services Officer  
 G73 Sheriff Technician (Sheriff's Office civil and court division)  
 N95 Sr. Hospital Stationary Assistant Chief Engineer  
 N93 Stationary Engineer – Facilities and Fleet  
 X81 Weed Abatement Inspector

- Newly hired coded workers, not previously employed by the County, who are required to wear a uniform and in classifications listed in Section 9.1(a1) within the Sheriff's Department and the Department of Correction, shall receive an initial advance credit of eight hundred and fifty (\$850) dollars to be used exclusively to purchase required uniform items. These uniform items are the property of the County and must be returned upon separation or when the worker moves to a classification that no longer requires a uniform. ~~uniform allowance.~~ Those workers who receive the ~~initial~~ eight hundred and fifty (\$850) dollar allowance advance credit will not receive the five hundred fifty (\$550) dollar March per-pay-period allowance or the five hundred and fifty (\$550) dollar advance credit in Section 9.1(1), above, in their first year of service. The eight hundred and fifty (\$850) dollar uniform allowance will be divided by the number of pay periods in the remaining in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the employee each pay period. After the worker's is paid the initial eight hundred and fifty (\$850) dollar uniform allowance in their first pay roll calendar year of employment, the worker will receive a five hundred and fifty (\$550) dollar uniform allowance in each subsequent pay roll calendar year of their employment. The five hundred and fifty (\$550) dollar uniform allowance will be divided by

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 Page 2 of 7

the number of pay periods in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period of the subsequent calendar years. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period.

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

a) **County Issued Uniforms**

Other than the classifications shown in Section 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.

b) **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.

c) **Clothing Allowance**

A yearly clothing allowance of one hundred (\$100.00) dollars shall be payable annually ~~in the month of March. The clothing allowance shall be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. The clothing allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The clothing allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. Newly hired workers will receive the clothing allowance beginning on their pay period of hire. Newly hired workers will not be paid the clothing allowance retroactively to the first pay period of the payroll calendar year.~~ Clothing allowances shall be payable to the following classes:

H18 Janitor  
H67 Food Service Worker I  
H66 Food Service Worker II  
M48 General Maintenance Mechanic I  
M47 General Maintenance Mechanic II  
M56 General Maintenance Mechanic III  
L35 Telecommunications Technician  
N96 Hospital Stationary Engineer  
N95 Sr. Hospital Stationary Assistant Chief Engineer

If any classification above is required to wear a uniform and fall under 9.1 a) or b) notice shall be given to the Union and the allowance will be discontinued.

**Section 9.2 – Repair/Replace Claims Union TA to CP dated 5/2/2023**

The 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 Union TA to CP dated 5/2/2023**

a) **Reimbursement**

Workers in classifications listed in Section 9.3(b) and meeting the requirements of Section 9.3(c) shall be eligible for County approved safety shoes not to exceed the

cost of two hundred and fifty dollars (\$250.00). The reimbursement or voucher may include sole inserts.

b) **Eligible Classifications**

Airport Operations Worker Series  
Animal Control Officer Series  
Associate Telecommunications Technician  
Auto Attendant & Helpers  
Auto Mechanic Series  
Bindery Worker I (Delivery position only)  
Chief of Party  
Communications Cable Installer  
Communication Systems Technician  
Construction Inspector Series  
Cook III  
Custody Support Assistant  
Election Materials Processing Coordinator/Asst  
Election Systems Technician I/II  
Electrical/Electronic Technician Series  
Electronic Repair Technician Series  
Emergency Vehicle Equipment Installer  
Engineering Aide I/II  
Engineering Technician I/II/III  
Environmental Technician  
Estate Property Specialist  
Facility Maintenance Rep  
Field Survey Technician Series  
Fleet Maintenance Scheduler (Sherriff Office Only)  
Fleet Parts Coordinator  
Fleet Services Assistant Mechanic  
Fleet Services Modification Mechanic  
Fleet Services Mechanic  
Food Service Worker I/II  
Food Service Worker/Correction  
Gardener  
General Maintenance Mechanic Series  
Janitors assigned to Facilities and Fleet  
Law Enforcement Clerk (Sheriff's Office and Admin. Booking – Records Div. only)  
Law Enforcement Records Specialist (Sheriff's Office and Admin. Booking – Records Div. only)  
Law Enforcement Records Technician (Sheriff's Office and Admin. Booking – Records Div. only)

From: SCCo To SEIU July 1, 2023

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New language is underlined.

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Laundry Worker I/II  
Material Testing Technician Series  
Messenger Drivers  
Offset Press Operator III  
Park Equipment Operator  
Park Maintenance Worker Series  
Parks Rangemaster Series  
Park Services Attendant  
Park Trail Specialist  
Parking Lot Checker  
Parking Patrol Coordinator  
Probation Assistant I/II  
Probation Counselors I/II  
Property/Evidence Technician  
Protective Services Officer  
Rangemaster Series  
Road Maintenance Worker Series  
Senior Warehouse Material Handler  
Sheriff Protective Services Officer  
Sheriff's Technician (Sheriff's Office Civil and Court divisions)  
Sign Shop Technician  
Stationary Engineer/ Senior Stationary Assistant Chief Engineer  
Stationary Engineer – Facilities and Fleet  
Stock Clerk SeriesMaterial Supply Specialist  
Storekeeper Series  
Telecommunications Technician  
Traffic Painter Series  
Utility Worker  
Vector Control Technician I/II/III  
Vector Control Ecology Ed Specialist  
Warehouse Material Handler Series  
Weed Abatement Inspector

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

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

A worker occupying an exempted position within a classification listed in Section 9.3(b) may participate in the safety shoe reimbursement program, provided if the worker participates he/she shall be required to wear appropriate authorized safety

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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.

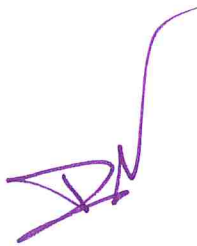
e) **Reimbursement Process**

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

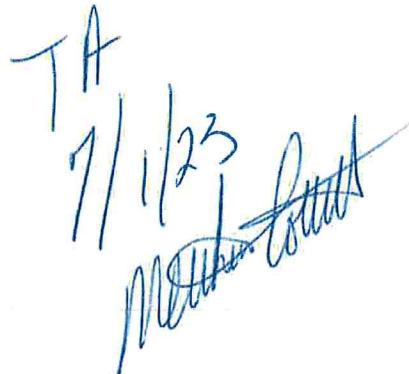
Workers with specialized fitting needs may be referred to additional approved vendors by the office of Occupational Safety and Environmental Compliance.

f) **Individual Workers**

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.



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## ARTICLE 10 – HOLIDAYS

### County holds to CP April 14

#### **Section 10.1 – Legal Holidays**

The following shall be observed as legal holidays:

- a) January 1<sup>st</sup>
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31<sup>st</sup> (Cesar Chavez' Birthday)
- e) Last Monday in May
- f) Juneteenth, June 19th
- g) July 4<sup>th</sup>
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California workers observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25<sup>th</sup>
- n) Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

#### **Section 10.2 – Legal Holiday Observance -CCL**

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.

From: SCCo To SEIU June 24, 2023

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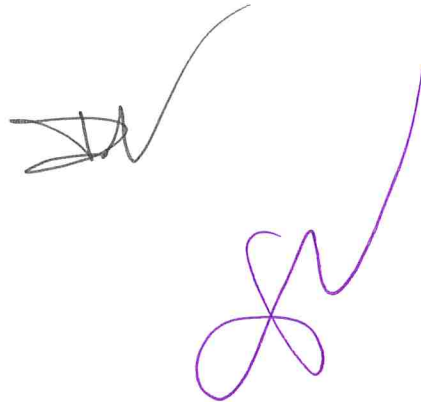
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**Section 10.3 – Legal Holiday Work -CCL**

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 – Independence Day, Christmas and New Year's Holiday – Actual Calendar Day vs. Day of Observance -CCL**

When Independence Day – July 4, 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 Independence Day, 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 Independence Day, Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.



## ARTICLE 12 – LEAVE PROVISIONS

**Section 12.1 – Personal Business/Belief Day -CCL**

**Section 12.2 – Sick Leave -CCL**

**Section 12.3 – Fitness for Duty Examination -CCL**

**Section 12.4 – Use of Paid Administrative Leave during an Administrative Investigation -CCL**

**Section 12.5 – Military Leave -CCL**

**Section 12.6 – Leaves of Absences -CCL**

**Section 12.7 – Other Family Leave - County TAs to UP dated June 26**

Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy and/or County Ordinance. The Leave of Absence Policy provides information related to paid and/or unpaid leaves of absence, including leaves provided by Federal or State law, and provides eligibility requirements, guidelines and procedures for paid and/or unpaid leaves of absence. Leaves provided by Federal or State law are not subject to the grievance procedure of this agreement.

Upon request, family leave, with or without pay, shall be granted to attend the serious health condition of a family member in accordance with the Family and Medical Leave Act, California Family Rights Act, and the County's Leave of Absence Policy, and/or County ordinance for a period of up to six (6) months.

**a) ~~Parental Leave~~**

**1. ~~Length~~**

~~Upon request, parental 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) ~~Other Family Leave~~**

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~~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 the County's Family and Medical Leave Policy, for the serious illness of a registered 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 -CCL**  
**Section 12.9 – Educational Leave and Tuition Reimbursement Fund -CP proposal**  
**June 24 - Union TA to County Proposal on June 26**

**a) Tuition Re-imbusement and Educational Leave**

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 seven hundred fifty thousand dollars (\$750,000) per fiscal year for all Local 521 units in each fiscal year. One-half (1/2) of each year's fund will be available on July 1 and on January 1.

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. Tuition reimbursement funds shall not be used for County, State, or Federal required licenses or certifications as outlined in Section 12.13.

**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.)~~ If the worker is receiving reimbursement from any other government agency or private source, that amount shall be applied first to the cost of the training tuition. If the reimbursement from all other government agencies and/or private sources does not cover the entire tuition cost, the employee may receive tuition reimbursement from the

County, subject to the individual (currently \$3,000) and County-wide (currently \$750,000) caps on educational leave and tuition reimbursement.

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 two-three thousand dollars (\$23,000.00) in each fiscal year. Meals, lodging, and

transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

**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).

From: SCCo To SEIU July 1, 2023

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**Section 12.10 – In-Service Education Programs -TA to CCL**

**Section 12.11 – Bereavement Leave -CP Proposal April 20, 2023 – Union TA CP on June 26**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a family member. " Family member" shall mean the child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law. 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, Federal and/or County Required Continuing Education Fund CP date change June 13, 2023 Union TA to County Proposal on June 26**

For the term of this Agreement, the County shall continue a fund of two hundred thousand (\$200,000) 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, Federal and/or County required continuing education.

**a) General Provisions**

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.
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, Federal and/or County required continuing education.
3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.
4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing



education courses. There are three eligibility periods. The first is between June 12, 2023 and June 9, 2024. The second is between June 10, 2024 and June 8, 2025. The third is between June 9, 2025 and June 7, 2026. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.

5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

b) **State, Federal and/or County Mandated Continuing Education Reimbursement**

1. Workers who must complete State, Federal and/or County mandated continuing education requirements in order to maintain a State, Federal and/or County 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 cost and proof of course completion 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.

c) **Reasons for Denial**

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

From: SCCo To SEIU July 1, 2023

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1. There are not sufficient funds available in the program.
2. The worker has already received the maximum allowed under this program.

**Section 12.13 – State, Federal, and/or County Required Licensure/Certification Reimbursement -CCL**

Only workers whose classifications have mandated State, Federal and/or County licensing and/or certification requirements shall be eligible for reimbursement of costs of the mandated County, Federal and/or State required license and/or certification. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

All eligible workers whose State and/or Federal mandated license/certification expires in eligibility periods stated in Section 12.12(a) 4 may apply for reimbursement of the actual cost of the licensure/certification 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 cost and proof of receipt showing renewed license/certificate.

~~**Section 12.14 – Education Reimbursement Committee -TA to UP 6/23**~~

~~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 12.154 – Drivers Licenses -CCL**

- 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 12.165 – Time Off for Career Advancement for County Employment Opportunities -CCL**

From: SCCo To SEIU July 1, 2023  
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## ARTICLE 13 – BENEFIT PROGRAMS

### County proposal June 15

#### 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 -CCL**

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**

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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) **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 and covered workers shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The County will pay the cost of any premiums for “employee only” and “employee plus dependent” tiers that is not covered by the workers’ share of the premium. The worker share shall be as follows:

Valley Health Plan 0% Single, Adult and child(ren), Two adults or Family

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Non-VHP HMO 0% Single, 2%, Adult and child(ren), Two adults or Family

POS 0% Single, \$52.83 Family

Provider	Single	Adult and child(ren)	Two Adults	Family
Valley Health Plan	0%	0%	0%	0%
Non-VHP HMO	0%	2%	2%	2%
POS	0%	\$52.83 per pay period	\$52.83 per pay period	\$52.83 per pay period

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).

The County and covered workers shall share in the cost of medical plan premiums. The County will pay the cost of any premiums for “employee only” and “employee plus dependent” tiers that is not covered by the workers’ share of the premium. The worker share shall be as follows:

Valley Health Plan: of total premium cost for the following coverage tiers: 0% Single, 0% Adult and child(ren), Two adults or Family

Non-VHP HMO Plan of total premium cost for the following coverage tiers: 0% Single, 2% Adult and child(ren), 2%Two adults or 2%Family

POS Plan: 0% of total premium cost for Single and \$52.83 for Family

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The required percentage of premium sharing shall be based on the actual premium in effect on June 23, 2013. This shall be reviewed in the limited reopener.

~~Limited Reopener on Medical Insurance plans and plan designs:  
Effective June 15, 2017 the County and the Union shall reopen this section to consider PPO, POS, and HMO plans and plan designs with a goal of the County to mitigate the federal excise "Cadillac Plan" tax of the Affordable Care Act and replace the POS plan. This reopener shall include discussion on a narrow and a broad network for VHP and other healthcare cost containment strategies.~~

2. **Dual Coverage**

Married couples and registered 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. 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 parental or industrial injury 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, up to twelve (12) weeks of dependent coverage.

5. **Medical Benefits for Retirees**

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

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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. For workers hired on or after September 30, 2013.

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 fifteen (15) years of service (3915 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.

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

- f. 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, c, or d 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.

- g. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Effective pay period 15/14, June 22, 2015, all coded employees shall contribute on a biweekly basis twelve dollars and fifty cents (\$12.50) toward the retiree medical obligation unfunded liability. Such contributions are to be made on a pre-tax basis and employees shall have no vested right to the contributions made by the employees. ~~The County shall make~~ 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.

- ~~h. Limited Reopener on Retiree Health Reimbursement Account:~~

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~~Effective the third year of the agreement, the County and the Union shall reopen this section solely to consider the option of a retiree health reimbursement account. Any changes shall only be upon mutual agreement of both parties.~~

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, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in ~~a special~~the open enrollment 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 in the pay period when open enrollment changes take effect~~the first pay 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 ~~Department Division~~ for adjustments due to additional hours worked beyond code status.

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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 in accordance with Internal Revenue Code (IRC) Section 125 and its Board approved Plan Document. The County established FSA plan enables a County employee to set aside a bi-weekly payroll deduction on a pre-tax basis for reimbursement of IRS approved eligible medical/dental expenditures for the employee and/or his/her dependents. The bi-weekly payroll deductions are subject to the maximum annual allowable limits under the County's Plan Document and, subject to any federal limits and regulations.

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.

JA  
6/25/23

### Section 13.3 – Training for Disabled Workers County Proposal June 15

a) **Vocational Rehabilitation Supplemental Job Displacement Benefit**

~~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. Injured workers may be entitled to supplemental job displacement benefits, if any, subject to California Workers Compensation law.~~

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

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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 Authority**~~

~~The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled workers. This Agreement does not address, change, or otherwise impact California Workers Compensation law.~~

**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 15 – PERS

The County will continue the present benefit contract with PERS for Classic 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.

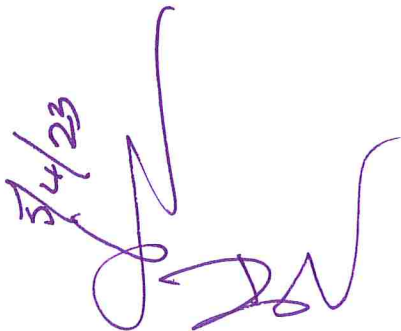
In consideration for continuing the 2.5% at 55 Retirement Plan, the Union agrees for each Classic Miscellaneous worker covered under this benefit to contribute to PERS, through payroll deduction, effective September 2, 2013 an amount equal to 3.931% of PERS reportable gross pay.

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 Classic Miscellaneous 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 7.49% to the base wage for effective wage.

Effective Pay Period 20/13 and then each year thereafter on pay period XX/13, the percentage of Classic Miscellaneous workers covered under PERS Miscellaneous will be rounded to the nearest tenth of one percent (0.1%) then multiplied by 7.49%. The percentage will be rounded to two (2) decimal places and the resulting percentage will be used for the following twenty-six (26) pay periods for purposes of effective wage. (Ex: 47.5% Classic Miscellaneous workers multiplied by 7.49% is expressed as  $0.475 * 0.0749 = 0.035575$  with a resulting effective wage of 3.56%.) A courtesy notice will be provided to SEIU.

Classic miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.5% at age 55 retirement tier. Classic safety employees shall refer to those employees who are eligible for and are placed in the 3% at age 50 retirement tier. Public Employee Pension Reform Act (PEPRA) miscellaneous employees shall refer to those employees who are eligible for and placed in the 2% at age 62 retirement plan. PEPRA safety employees shall refer to those employees who are eligible for and are placed in the 2.7% at age 57 retirement tier.

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## ARTICLE 16 – USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

### Section 16.1 – Use of Private Vehicles

#### i. 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.

#### ii. 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.

#### iii. 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 ESACounty Executive's Office Claims Division or if denied by ESACounty Executive's Office 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. The mileage reimbursement rate for all miles shall be the standard federal mileage rate reimbursement. 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

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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**

Claims for reimbursement for County travel expenses shall be made in accordance with the Statement of Travel, Non-Travel Business Meal, and Procurement Card (P-Card) Policy. The Union has the right to meet and confer over proposed changes to this policy.

**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 19 – GRIEVANCE PROCEDURE

### County Proposal June 24 – Union TAs to CP dated June 24 on June 26

#### **Section 19.1 – Grievance Defined -County Modifies May 9, 2023**

The County and the Union recognize early settlement of grievances is essential to sound employee-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.

a) **Definition -CCL**

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. Article 2 – No Discrimination

7.8. Items within the scope of representation and subject to the meet and confer process.

#### **Section 19.2 – Grievance Presentation -CCL**

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

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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 -CCL**

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 -CCL**

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 -CCL**

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, Assistant Chief 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 –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 twenty (20) 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 Three** - If the aggrieved is not satisfied with the ~~Step One~~Two decision, ~~he/shethey~~ 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, or Assistant Chief Steward 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 Assistant Chief Steward in his/her absence, and 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.

d) **Arbitration**

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

John Kagel  
Paul Roose  
Katherine Thomson  
Monica Colondres

David Weinberg  
Alexander Cohn  
Luella Nelson

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

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

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

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally

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by the worker or the Union and the County. Decisions of the arbitrator shall be final and binding.

**Section 19.7 – Expedited Arbitration -CCL**

- a) The County and the Union, 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 19.8 – Arbitration Release Time -CCL**

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## ARTICLE 20 – CLASSIFICATION

### Section 20.1 – Classification Study

With the exception of calendar year 2020, workers may request a classification study during the month of March, or such time as designated by the Director of Personnel, but in any event no less than one (1) month per calendar year. Requests shall be submitted to ESA-Human Resources (ESA-HR) on the authorized online request form.

A Committee, made up of representatives from ESA-HR and the Union, will meet annually one (1) month after the close of the window, to determine which submitted requests will be accepted for study, which requests will be placed in a deferred status, and which requests will be denied. The Committee will base their consideration on a number of factors, which may include classification levels, recruitment or retention difficulties, fiscal impact, and new responsibilities assigned but not covered on existing job specifications. The Committee will finalize the list and the scope of each study (i.e. full classification study, job specification revision, salary review, etc.) within three (3) months after the first meeting. The maximum number of requests accepted by the committee for study shall be capped at twelve (12) per year, but upon completion of the accepted studies, ESA-HR may continue to work studies in the deferred status. Requests in the deferred status not initiated for study by ESA-HR before the next window may be considered by the committee without requiring a new request, however, an updated PCQ and job application may be requested.

If the request is incomplete, ESA-HR will notify the worker to complete the request, along with a due date for completing the request.

ESA-HR will notify workers of the status of their request (i.e. accepted, deferred, or denied) and the scope where appropriate.

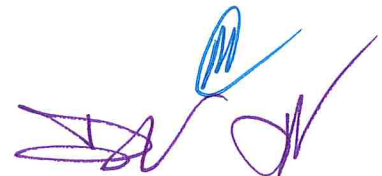
Workers who are under study shall not be permitted to submit a request. Workers whose classification study was denied shall not be permitted to request another classification study until one additional window has passed.

If the study is denied, the worker may appeal to the Director of Personnel. The appeal shall be submitted in writing within ten (10) working days of the receipt of the denial. The Director of Personnel shall determine the procedure of the appeal. The Director shall provide the Union with the list of the appeal decisions.

The Director will provide a list of accepted studies, including those accepted on appeal, and the expected completion date.

If ESA-HR determines some assigned duties fall outside of the worker's classification, ESA-HR will notify the appointing authority to remove such duties within ten (10) working days of that determination.

Any duties performed at a higher-level while receiving work-out-of-class pay will not be considered.



If a study is accepted or approved on appeal, the completed study shall be posted to the Union no later than 12 months after the date of acceptance or favorable appeal determination, unless otherwise agreed to by both parties.

If it is recommended that the worker be reclassified, all Merit System Rules that apply to regular classification studies, such as test requirements, meeting the employment standards, serving a new probation period, etc. shall apply.

### **Section 20.2 – Lead Worker**

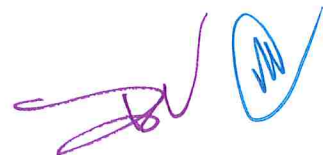
Lead duties whether included in the job description or paid for through a differential shall include but not be limited to the following:

- 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 20.3 – 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 Local 521 position to a position outside a Local 521 unit, the County will notify the Union. The notification will include positions/codes to be supervised and an updated proposed organizational chart.

**Section 20.4 – County Initiated Job Specification Revision**

In response to County proposed job specification revisions that make changes to the duties and employment standards the Union shall have the right to meet and confer, upon request, including making proposals on additional compensation related to significant new duties and employment standards.

5/29/23  


  
5/4/23

ARTICLE 21 – REORGANIZATION

County Holds to CP June 20

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. 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. Modifications to any noticed reorganization will not require a new 60-day notice or otherwise reset the timelines contained in this Article.

*New language*

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.

*6/26/23*  


*TA 6/26/23  
@ 12:11 AM  
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6/25/23  
M...*



## ARTICLE 24 – DELIVERY OF QUALITY PUBLIC SERVICES FOR COUNTY RESIDENTS

### Section 24.1 – Quality Public Service Unit Based Teams (UBTs)

The County recognizes engaging workers in designing and implementing their work can create a healthy work environment that can improve and sustain delivery of quality and efficiency of public services.

The County shall work with the Union to implement, support, and expand Unit Based Teams in the Health and Hospital System. The parties agree to implement, support and expand additional UBTs in Social Services Agency, ~~the Finance Agency~~ Department of Revenue, Library, Department of Environmental Health, Vector Control, 911 Dispatchers, Planning Department, Parks and Recreation, County Clerk-Recorder's Office, Registrar of Voters, ~~Tax Collector~~, Facilities and Fleet and Procurement. Other Unit Based Teams may be established by mutual agreement of the Administration of an Agency or Department and the Union.

A Unit Based Team's scope of work may include any or all of the following:

- Day to day operations
- Performance improvement
- Implementing key initiatives

A Unit Based Team shall be defined as a natural work group of frontline workers and managers who work collaboratively to solve problems, improve performance, and enhance quality for measurable results. The Unit Based Team shall use the rapid improvement model or any other mutually agreed upon improvement model to execute the work of the team.


The County and Union recognize that including other County Labor Organizations, where applicable and necessary, is the desire of both parties.

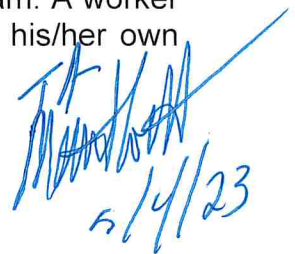
Each Union participating in the Unit Based Team shall have the right to choose one (1) co-chair, one (1) co-sponsor, and participants in the Unit Based Team to represent the Union. Each Union shall have the right to replace its co-chairs and co-sponsors.

A Unit Based Team's scope of work does not include: Labor Relations, Contractual Issues (i.e. SEIU Local 521 Contract, Departmental Agreements, or any other agreements) or Meet and Confers.

A Department or Agency and the Union who agree to start a new Unit Based Team shall meet to establish an oversight process for resolving issues that may arise in the course of the Unit Based Team.

A worker who is a participant in a Unit Based Team in his/her own department shall be given release time for the time he/she is participating in the Unit Based Team. A worker may participate in a Unit Based Team that is in a department other than his/her own department on release time with prior approval of his/her supervisor.

3/4/23  



  
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**ARTICLE 26 – STRIKES AND LOCKOUTS**


**County Proposal June 24**

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.~~

JA 6/26/23  
@ 12:17 PM  


6/26/23  


JA  
6/25/23  


## APPENDIX J – EMPLOYEE ASSISTANCE PROGRAM

### County Proposal July 5 – Union TAs to CP dated July 5, 2023 on July 6, 2023

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

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

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

#### a) Policy Statement

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

From: SCCo To SEIU July 19, 2023

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New language is underlined.

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

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

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

**b) Referral Procedure**

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

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

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

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

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

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

~~Continue to monitor performance.~~

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

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

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

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

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

e) ~~**Program Structure**~~

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

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

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

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

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

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

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

~~— Coordinates training of supervisors and Stewards~~

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

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

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

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

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

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

~~— To monitor the overall Program~~

~~— To develop and implement evaluation procedures~~

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

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~~—— To evaluate staff performance~~

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

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

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

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

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

d) ~~**Term**~~

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

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

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

## APPENDIX K – CONTRACTING OUT

### County Proposes CCL-Union TA's to CCL June 30

#### PART I - COUNTY-WIDE CONTRACTING OUT

- a) County shall give at least forty-five (45) calendar days (except as provided in Part I e) below) prior written notice of all proposed contracts/calls for bid to private third parties as are required to be presented to the Board of Supervisors for acceptance and/or approval where the labor estimate for same equals or exceeds \$40,000 for; (1) current work now being done by classifications represented by the Union(s); (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union(s); provided that excluded from this Agreement are all contracts with professionals (such as engineering, architectural, legal and medical) where the primary services contracted for will be provided by those professionals; leases, lease-backs, lease purchases or other facility agreements; work required by law to be contracted out; and continuations of existing contracts. Contracts regularly and customarily let out to private third parties shall also be excluded; provided that for the first three (3) months of the project the County shall give notice of such contracts and meet regarding such contracts as and when requested and if the procedure works to the mutual agreement of both parties, such contracts shall thereafter be subject to the notice and meet and confer provisions of this Agreement.
- b) In determining whether labor estimates equal \$40,000, all individual contractors hired for a project or assignment will be considered together.
- c) Notice from County is to be given in writing to Union(s) by personal delivery or certified mail. Union(s) shall respond within five (5) working days from date of receipt with request to meet and confer; or Union is deemed to have waived meet and confer. Union(s) shall attempt to respond sooner, if possible.
- d) County and Union(s) shall meet and confer for not more than twenty (20) working days within receipt of written request from Union(s). If concerns are not alleviated or agreement not reached, County may proceed.
- e) The Board of Supervisors may proceed without meeting and conferring if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union(s) prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.
- f) Workers in the affected department shall have the opportunity to identify cost reductions, program improvements, or other proposals which would address the

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Department's rationale for the considered contract. This opportunity shall be afforded no later than the issuance of the call for bid or request for proposal.

- g) No SEIU 521 represented positions shall be filled by contract employees unless as provided in Appendix K.

## PART II - MAINTENANCE WORK CONTRACTING OUT ROADS AND AIRPORTS

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

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

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

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## APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS

### A. Extra Help -CCL

#### 1. Purpose

In order to detail the limitations and the use of extra-help in classifications covered by this Agreement and in order to provide specific notice of extensions of such usage, the parties agree as follows:

#### 2. Policy Statements (Non-Grievable)

- a) An extra-help appointment is one made to a non-permanent position established to meet a peak-load or other unusual work situation.
- b) No extra-help workers will be retained in a department where there are workers on a re-employment list in the same classification unless the workers on the re-employment list refuse the extra-help work or do not possess the necessary skills.
- c) It is the policy of County that persons who work as extra-help employees shall be compensated on an hourly basis in accordance with the provisions of the Santa Clara County Salary Ordinance and the duties to which they are assigned if they meet all the expected minimum requirements for the comparable permanent position. They are expected to meet all such minimum requirements.

#### 3. Limitations

- a) No person may receive pay in an extra-help capacity in any classification in the same department for more than one thousand forty (1,040) hours in any fiscal year, unless otherwise approved by the Board of Supervisors.

No person may receive pay in an extra-help capacity in any classification in another department for more than one thousand forty (1,040) hours in the same fiscal year, unless the extra help worker is filling 1) a vacant coded position for which there is an active recruitment for a coded worker; or 2) a permanent or probationary worker is on leave of absence; or 3) the position is frozen by Freeze Exemption Review Committee; or 4) to meet peak-loads or projects. In order to meet peak-loads or for projects, a department must receive authorization from the Director of Personnel prior to hiring an extra-help worker who has completed 1040 hours in another department during that fiscal year.

- b) No more than one (1) extension of 520 hours may be granted in any fiscal year.

#### 4. Extension(s) of Limitations

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If an extension is to be requested pursuant to 3(a) above, County shall give prior written notice of such request as provided below.

- a) Notice from County shall be provided to the Union at least twenty (20) working days in advance of the scheduled Board of Supervisors' meeting. Union shall respond within five (5) working days from date of receipt with request to meet and discuss; or Union is deemed to have waived meet and discuss. Union shall attempt to respond sooner, if possible.
  - b) County and Union shall meet and discuss for not more than ten (10) working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.
  - c) The Board of Supervisors may proceed without meeting and discussing, if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.
5. Extra Help workers shall be subject to the provisions of Article 2; Section 3.1, Section 3.2, Article 4, section 7.1, Section 7.6, Section 7.7 Sections 8.4, 8.5, 8.6 8.9, 8.10 8.12, 8.15 and 8.16, Section 9.3, Article 13.4, Article 16, Article 18, Articles 25, 26, 27, and 28 of the Agreement between the County and Local 521. The following shall also apply to extra help workers:
- a) For extra help hospital workers, overtime is defined as time worked beyond eighty (80) hours in any fourteen (14) day consecutive work period, or beyond eight (8) hours in any workday. For extra help workers, who do not meet the FLSA criteria for different work periods, overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or beyond eight (8) hours in any workday. Compensation for overtime shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate.
  - b) When assigned and worked, Extra Help Workers shall be paid at time and one-half for all hours worked on County holidays.
  - c) Where extra help workers are required to wear uniforms the department will provide to workers.
  - d) Any worker who believes he/she needs safety shoes to safely perform his/her assignment, s/he may request a job hazard assessment of his/her

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assignment to County OSEC. An assessment shall be conducted by County OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. If a decision is made that the position requires a safety shoes, the County shall provide safety shoes for use within 120 calendar days.

- e) Extra help workers shall be eligible to participate in the County 457 b) Deferred Compensation plan.

6. **Reports**

The County shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked. Each year in the month of July, the County shall provide the Union a summary of all extra help hours in classifications represented by SEIU Local 521 by name, classification, department, cost center, step placement and hours for the entire preceding FY.

7. **Extra-Help Meetings**

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

8. **Retained for historical purpose Grandfathering/parenting of Benefits from Extra Help Transition Program**

A final process is established, for the term of this agreement, to transition certain extra help/intermittent workers into regular coded vacancies. It is agreed that regular coded worker's rights shall supersede the extra help/intermittent transition program. The following provisions apply:

- a) As of 7/1/06, an extra help worker (including existing Intermittent Workers) must have an average of 60 hours each pay period for the last two (2) fiscal years (7/1/04 - 6/30/06).
- b) Transition is to either the last classification for extra help work or if more than one classification held then to the highest classification held in these last two (2) fiscal years.
- c) Transition either to the last classification for extra help work, or, if more than one extra help classification held, then to the highest classification held in the last two fiscal years.
- d) The order of offer for transitioning into coded positions will be in order of higher number of extra help hours in the last two (2) fiscal years;

- e) Worked a total of 6,240 hours over the last 5 years; or
- f) Worked an average 50 hours per pay period for those extra help workers with more than 5 years of extra help status;
- g) Meet minimum qualifications for the job class, and pass any skill test and qualifying examination required of the classification;
- h) Serve an original probationary period; and,

No new codes will be created by the County for the purpose of this Program. Former intermittent workers will maintain their hours accrual towards eligibility for health insurance. Formerly intermittent workers will remain at their current step placement and continue to progress through the step system in accordance with Section 10 of this article. Extra help workers who transition into regular codes will have an eight (8) year vesting period for the retiree health program.

9. Extra Help Workers shall be eligible and may elect to enroll in the Valley Health Plan after 1,040 paid hours of employment. The worker shall pay a pro-rata portion of the total monthly premium costs based on the following:
- a) During the first year (26 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 50% subsidy of "worker only" premium by the County,
  - b) During the second year (52 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of "worker only" premium by the county,
  - c) During the third year (78 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% "worker only" premium contribution by the County or 50% subsidy of family coverage.
  - d) During the fourth year (104 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of family coverage.
  - e) During the fifth year (130 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% family coverage premium payment by the County.

- f) Eligible workers shall be allowed to purchase dependent coverage through payroll deduction.
- g) County paid medical coverage shall be suspended after two (2) pay periods of no paid time.

10. **Salary Steps**

- a) If at step 1 on June 24, 2013, remain at step 1 until 1040 hours are reached by extra help workers after June 24, 2013. Subsequent step increases, step 2 through 5 will occur after each 2080 hours.
- b) If at step 2 or higher on June 24, 2013, remain at that step with movement to subsequent steps, through step 5, to occur after each 2080 hours.

**Sub-steps 98 and 99 abolishment:**

Sub-steps 98 and 99 shall be abolished effective June 24, 2013.

Extra help workers hired on or before June 24, 2013 and who remain in sub-step 98/99 on or after June 24, 2013 shall be placed in step 1 starting from June 24, 2013.

Extra help workers hired after June 24, 2013 into sub-step 98/99 shall be placed in step 1 starting from the date of hire.

**B. Continuation of the Former Intermittent Worker Benefit Program**

The County and the Union agreed to eliminate the Intermittent Worker Program effective June 20, 2006. All Former Intermittent Workers who became Extra Help workers and who elected to enroll in Valley Health Plan as of June 19, 2006, will continue the current schedule of benefits. The worker shall pay a pro-rata portion of the total monthly premium costs as in subsection A.9 above.

**C. Other Provisions – Union TAs to County Proposal dated June 26 with corrections**

The County and the Union mutually agree to continue the following provisions of the agreement from the prior re-opener on the issue of extra help use as follows:

1. **Extra Help Usage Cap**

Extra help use shall be capped at 1,250,000 hours per fiscal year. Extra help workers working for The Registrar of Voters shall not be counted against the 1,250,000 hour cap. In the event of unanticipated circumstances, which cause additional usage of extra help hours, the

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County may exceed the extra hour usage caps only after meeting and conferring with the Union and reaching mutual agreement.

2. **Streamlining of the Hiring Processes:**

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

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

~~3. Pathway to Permanency:~~

~~The County shall centralize hiring of twenty-two (22) extra help classifications as well as expedite the hiring (for vacancies the County intends to fill) of coded classifications with the necessary skill sets for specific jobs, thus reducing training time.~~

~~On January 3, 2011, the County established a Pilot Program which centralizes hiring of the below extra-help classifications as well as expedite the hiring of coded classifications with the necessary skill sets for specific jobs, thus reducing training time. Below are the affected Classifications~~

<del>County-wide Classifications</del>	<del>HHS Specific Classifications</del>
<del>Food Service Worker I</del>	<del>Health Information Clerk I</del>
<del>Janitor</del>	<del>Health Services Representative</del>

From: SCCo To SEIU July 1, 2023

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<del>Office Specialist II</del>	<del>Hospital Services Assistant II</del>
<del>Office Specialist III</del>	<del>Medical Assistant</del>
<del>Stock Clerk</del>	<del>Medical Laboratory Assistant II</del>

The following ten classifications are those agreed to be added to the Program:

<del>County-wide / Department Specific Classifications</del>	<del>HHS Specific Classifications</del>
<del>Office Specialist I</del>	<del>Mental Health Worker</del>
<del>Community Worker</del>	<del>Pharmacy Technician</del>
<del>Library Page</del>	<del>Medical Unit Clerk</del>
<del>Warehouse Materials Handler Series</del>	<del>Health Information Clerk II</del>
<del>Probation Counselor</del>	<del>Patient Transporter</del>
<del>Food Service Worker Correction</del>	<del>Licensed Vocational Nurse</del>

Extra help workers hired in the designated pilot classifications, shall be required to have a passing score on exam prior to employment. Should there be an urgency to hire into such extra help classifications, the pre-employment examination may be waived upon the approval of the Personnel Director. However, the qualifying examination must be taken within sixty days of employment. Those workers failing to achieve a qualifying score (70%) shall not be eligible to be placed into a coded position in that classification under this program.

The County and the Union shall meet within 90 days of agreement to discuss options in assisting extra help employees achieve employment in coded positions. Discussions shall include training to assist extra help employees be successful in the testing process and job advancement skills. Regular coded workers' rights shall supersede any extra help Transition Program developed from this section.

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

**3. Extra help to Unclassified process**

a. The County will offer a one-time opportunity for Extra Help workers to move into unclassified positions under the following conditions:

i. The County will alternatively staff the following classifications as unclassified and classified.

<u>County-wide / Department Specific Classifications</u>	<u>HHS Specific Classifications</u>
<u>Community Worker</u>	<u>Health Information Clerk I</u>
<u>Food Service Worker I</u>	<u>Health Information Clerk II</u>



<u>Food Service Worker Correction</u>	<u>Health Services Representative</u>
<u>Janitor</u>	<u>Hospital Services Assistant II</u>
<u>Library Page</u>	<u>Medical Assistant</u>
<u>Material Supplies Specialists</u>	<u>Medical Laboratory Assistant II</u>
<u>Office Specialist I</u>	<u>Medical Unit Clerk</u>
<u>Office Specialist II</u>	<u>Mental Health Worker</u>
<u>Office Specialist III</u>	<u>Pharmacy Technician</u>
<u>Probation Counselor</u>	<u>Patient Transporter</u>
<u>Warehouse Materials Handler Series</u>	<u>Licensed Vocational Nurse</u>

- ii. To qualify, Extra Help workers must: 1) meet the employment standards of the classification into which they seek to be appointed; and 2) have worked a minimum of 1040 hours total in over the last two (2) years.
- iii. On or about July 28, 2023, the County shall provide the Union a listing of the current budgeted vacancies in the above-referenced classifications, and a listing of all Extra Help employees working in such classifications who meet the two qualifications stated in paragraph 3(a)(ii).
- iv. On August 7, 2023 Two full pay periods following the second reading of the Salary Ordinance implementing this Agreement, the appointing authority may select for an unclassified position any extra help employee in the classifications under Section 23.a.i above who meet the requirements in Section 32.a.ii. ~~Employees will have up to nine (9) months to have a favorable promotional rating form completed by their manager/supervisor. If the employee receives a favorable promotional rating form, the employee must take and pass the qualifying test to qualify to make a status change and be promoted into the coded classified position they are currently holding.~~

a-b. All unclassified employees working in the above listed classifications shall be provided a promotional evaluation within the first nine (9) months of their appointment to the unclassified position. Employees will have up to nine (9) months to have a favorable promotional rating form completed by their manager/supervisor. If the employee receives a favorable promotional rating form, the employee must and takes and passes the qualifying test to qualify to

make a status change, after passing the qualifying test the employee and shall be promoted into the coded classified position they are currently holding.

**3.4. Float Pools:**

Continue the Float Pool program established in Santa Clara Valley Health and Hospital System and in the Department of Correction. Float positions are used to cover the absences of classified or unclassified workers for special projects as needed.

The program in Santa Clara Valley Health and Hospital System consists of the following classifications:

Classification	# of Codes
Hospital Services Assistant II	7
Janitor	3
Health Services Representative	5
Medical Assistant	1
Nursing Attendant	4
Office Specialist I	3

The program in the Department of Correction will consist of two (2) Float positions to be selected by management from the classifications of FSW-Correction, Cook II, Dietetic Assistant or Baker.

**4.5. Part Year Codes**

The County and the Union agreed to the establishment of half-year (13 pay periods) and three-quarter year (19 pay periods) positions in the Department of Parks and Recreation. Workers hired into such positions shall work full-time for either 13 or 19 pay periods. The County agrees to expand to other areas as appropriate by agreement of the County and Union.

Workers hired into such positions shall be eligible for benefits as full-time employees for the effective time period (13 pay periods or 19 pay periods) of the code. Workers who work beyond the time period of the code shall be eligible for benefits in accordance with Section 7.4b) of the Agreement between the County and the Union.

All time worked in a part year coded classification will be used for the purposes of determining a part year worker's probationary period under Section 6.1.

Workers in half-year or three-quarter year codes shall not be eligible for coverage under Article 5 - Layoff.

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Workers in such positions shall be released from County employment at the expiration of the time period established for the position, but may be retained on an as needed basis by the Department of Parks & Recreation. Workers released from such positions because of the expiration of time for the position are not guaranteed recall into such positions in subsequent years. To the extent that the County determines to fill such positions in subsequent years, workers will be recalled by classification and seniority.

Seniority shall be defined as the date of hire within a part year coded classification in the Department of Parks & Recreation within the classified service of the County. For the purpose of computing total time in the worker's classification, the worker will be given credit for all time in any part year classification at the same or higher salary level, in which status had formerly been held. Date of hire shall be adjusted for all time on leave without pay, which extends beyond one full pay period, but shall not be adjusted for all time on maternity leave, worker's compensation leave and military leave.

The hiring for the positions will be done according to Merit System Rules. For the initial hiring, the Department of Parks & Recreation the 1999 seasonal workers were offered positions by seniority based on the total length of extra help service as determined by the department and in consultation with the Union.

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

**5.6. Reports:**

a) Extra help hours report:

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

b) Quarterly reports to Board of Supervisors:

If the Board of Supervisors is provided with a quarterly report on extra help workers represented by Local 521, the report will include the total number of hours by department/agency. Local 521 will be provided with a copy of the report.

c) Creation of tests:

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

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**6.7. Budget Item:**

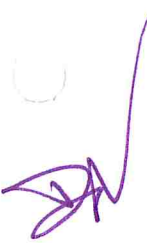
Starting FY 2001-2002, a line item for each budget will be included in the County Budget that represents the cost of budgeted extra help usage.

**7.8. Department/Agency Meetings:**

- a) At the request of the Union, a joint meeting conducted with Union representatives, Department representatives and representatives of the Employees Services Agency (ESA) when a County department/agency significantly exceeds extra help targets. ESA will prepare a report that includes a review of the meeting, the reasons the extra help target was exceeded and any plans or recommendations to reduce extra help use if appropriate. The report will be provided to the County Executive and copied to Union.
  
- b) Create a centralized oversight committee to meet 4 times per year to ensure that progress is made on pathways to permanency and to monitor usage.

7/5/23  


TA  
7/1/23  

## APPENDIX

D97 ACCOUNT CLERK II  
D96 ACCOUNTANT ASSISTANT  
C60 ADMIN ASSISTANT  
X19 ADMIN ASSISTANT-CONF CLERICAL  
R78 ANESTHESIA TECHNICIAN  
N95 ASSISTANT CHIEF ENGINEER  
K06 ASSOC BIOMEDICAL ENGR TECH  
R2V ASSOC CARDIO INTERV TECH  
G1U ASSOC IT FIELD SUPPORT SPC  
G2U ASSOC USER EXP (UX) DESIGNER  
C5F ASSOCIATE COMMUNICATIONS OFFCR  
K03 BIOMEDICAL ENGINEERING TECH  
C35 BUYER ASSISTANT  
S9J CARDIAC SONOGRAPHER I  
S9H CARDIAC SONOGRAPHER II  
S9G CARDIAC SONOGRAPHER III  
R4A CARDIO REHAB SPECIALIST  
R2W CARDIOVASCULAR INTERV TECHNOL  
R9A CLINICAL NEUROPHYSIOLG TECH I  
R99 CLINICAL NEUROPHYSIOLG TECH II  
C2D CLINICAL RESEARCH ASSOCIATE  
C2E CLINICAL RESEARCH ASST II  
C2C CLINICAL SUPPORT PROGRAM CRD  
J06 CODER I  
J05 CODER II

From: SCCo To SEIU July 1, 2023

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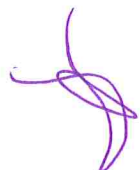
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J04 CODER III - INPATIENT  
W09 COMM OUTREACH SPEC - U  
S51 COMMUNICABLE DISEASE INVEST  
E04 COMMUNITY OUTREACH SPECIALIST  
E07 COMMUNITY WORKER  
Q96 COMMUNITY WORKER - U  
H59 COOK  
E49 DAY CARE CENTER AIDE  
R8D DIAG IMAGING TECH I -MAMMO  
R8G DIAG IMAGING TECH I-CLIN INSTR  
R8E DIAG IMAGING TECH I-CT  
R8F DIAG IMAGING TECH I-CT & MAMMO  
R8C DIAG IMAGING TECH I-FLUOROSCOPY  
R8A DIAG IMAGING TECH II- MAMMO  
R8B DIAG IMAGING TECH II-CT  
R87 DIAGNOSTIC IMAGING TECH I  
R88 DIAGNOSTIC IMAGING TECH II  
R71 DIALYSIS TECHNICIAN  
H64 DIETETIC ASSISTANT  
S34 EKG TECHNICIAN  
K94 ELECTRONIC REPAIR TECHNICIAN  
S91 EMERGENCY ROOM TECH  
J28 EPIDEMIOLOGIST I  
J25 EPIDEMIOLOGIST II  
C29 EXEC ASSISTANT I  
C19 EXEC ASSISTANT II

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M20 FACILITIES MAINTENANCE REP  
H67 FOOD SERVICE WORKER I  
H66 FOOD SERVICE WORKER II  
R44 GASTROENTEROLOGY TECHNICIAN  
M48 GENERAL MAINT MECHANIC I  
M47 GENERAL MAINT MECHANIC II  
M47 GENERAL MAINT MECHANIC III  
J46 GRAPHIC DESIGNER I  
J45 GRAPHIC DESIGNER II  
B5Z HEALTH CARE PROG ANALYST ASSOC  
B5Y HEALTH CARE PROGRAM ANALYST I  
J27 HEALTH EDUCATION ASSOCIATE  
W08 HEALTH EDUCATION ASSOCIATE - U  
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  
D2G HEALTH SERVICES REP - U  
G52 HOSPITAL COMMUNICATIONS OPR  
S95 HOSPITAL SERVICES ASST I  
S93 HOSPITAL SERVICES ASST II  
D29 HOUSE STAFF COORD  
G51 INFO SYSTEMS TECH IG50 INFO SYSTEMS TECH II  
G38 INFO SYSTEMS TECH III

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R2X INTERVENTIONAL RADIOLOGY TECHN

G1T IT FIELD SUPPORT SPECIALIST

H18 JANITOR

H86 LAUNDRY WORKER I

H84 LAUNDRY WORKER II

F14 LEGAL CLERK

F16 LEGAL CLERK TRAINEE

E41 LIBRARY ASSISTANT I

E40 LIBRARY ASSISTANT II

S85 LICENSED VOCATIONAL NURSE

Q8S LICENSED VOCATIONAL NURSE - U

M83 LOCKSMITH

G8H MATERIALS SUPPLY SPECIALIST

D79 MEDICAL ADMIN ASSISTANT I

D76 MEDICAL ADMIN ASSISTANT II

H93 MEDICAL ASSISTANT

R7F MEDICAL LABORATORY ASST III

R75 MEDICAL LABORATORY ASSISTANT I

R74 MEDICAL LABORATORY ASST II

D75 MEDICAL OFFICE SPECIALIST

D87 MEDICAL TRANSCRIPTIONIST

D50 MEDICAL TRANSLATOR

D52 MEDICAL TRANSLATOR TRAINEE

D02 MEDICAL UNIT CLERK

E33 MENTAL HEALTH COMMUNITY WORKER

D2J MENTAL HEALTH PEER SUPPORT WRK

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S9S MENTAL HEALTH WORKER  
E28 MESSENGER DRIVER  
E60 MOBILE OUTREACH DRIVER  
S3M MONITOR TECHNICIAN  
R6A MRI TECHNOLOGIST - ANGIO  
R6C MRI TECHNOLOGIST - CT  
R2E MRI TECHNOLOGIST - EH  
P84 OBSTETRIC TECHNICIAN  
R2C OCCUPATIONAL THERAPY ASST II  
D51 OFFICE SPECIALIST I  
D49 OFFICE SPECIALIST II  
D09 OFFICE SPECIALIST III  
P71 OPERATING ROOM CLERK  
P48 OPHTHALMIC TECHNICIAN  
R90 ORTHOPEDIC TECHNICIAN  
M68 PAINTER  
S9Q PATIENT ACTIVITIES COORDINATOR  
D48 PATIENT BUSINESS SERV CLERK  
S9P PATIENT TRANSPORT COORDINATOR  
S9T PATIENT TRANSPORTER  
Q9T PATIENT TRANSPORTER - U  
R97 PER DIEM DIAGNOSTIC IMG TECH I  
R2G PER DIEM RESPIRATORY CARE PRCT  
S79 PER DIEM ULTRASONOGRAPHER I  
S98 PER DIEM ULTRASONOGRAPHER II  
R27 PHARMACIST

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R96 PHARMACIST LOCUM TENENS  
P40 PHARMACIST SPECIALIST  
R21 PHARMACY ASSISTANT  
R2S PHARMACY DATA SPECIALIST VHP  
R29 PHARMACY TECHNICIAN  
R2T PHARMACY TECHNICIAN - U  
R69 PHYSICAL THERAPIST ASST I  
R64 PHYSICAL THERAPIST ASST II  
U98 PROTECTIVE SERVICES OFFICER  
S88 PSYCHIATRIC TECHNICIAN I  
S87 PSYCHIATRIC TECHNICIAN II

E32 PUBLIC HEALTH ASSISTANT  
S50 PUBLIC HEALTH NURSE I  
S48 PUBLIC HEALTH NURSE II  
W25 PUBLIC HEALTH NURSE II - U  
S47 PUBLIC HEALTH NURSE III  
W41 PUBLIC HEALTH NURSE III - U  
S08 PUBLIC HEALTH NUTRITION ASSOC  
P76 REGISTERED DENTAL ASSISTANT  
H6A REGISTERED DIETETIC TECHNICIAN  
P67 REHABILITATION COUNSELOR  
Q6R REHABILITATION COUNSELOR - U  
U10 REHABILITATION THERAPY SPEC-U  
D3A RESOURCES SCHEDULING REP  
R15 RESPIRATORY CARE PRAC I  
R54 RESPIRATORY THERAPY SVCS SPCL

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G1S SENIOR IT FIELD SUPPORT SPEC  
E87 SR ACCOUNT CLERK  
K01 SR BIOMEDICAL ENGINEERING TECH  
S5D SR COMMUNICABLE DISEASE INVES  
J23 SR EPIDEMIOLOGIST  
C08 SR EXECUTIVE ASSISTANT  
D1E SR HEALTH SERVICES REP  
P94 SR HOSPITAL PSYCHOLOGICAL ASST  
X09 SR OFFICE SPECIALIST  
D45 SR PATIENT BUSINESS SVCS CLK  
K18 SR TELECOMMUNICATIONS TECH  
N96 STATIONARY ENGINEER  
S06 STERILE PROCESS TECH II  
S68 STERILE PROCESSING TECH I  
C8H STUDENT INTERN, LEVEL III  
C8J STUDENT INTERN, LEVEL IV  
D8F STUDENT INTERN 521, LEVEL I  
D8G STUDENT INTERN-521, LEVEL II  
D8H STUDENT INTERN-521, LEVEL III  
D8J STUDENT INTERN-521, LEVEL IV  
S2D SURGERY SCHEDULER  
P82 SURGICAL AIDE  
S23 SURGICAL TECHNICIAN  
G1Z SYSTEMS ADMINISTRATOR TECH  
E20 TELECOMMUNICATIONS SRV SPC  
L35 TELECOMMUNICATIONS TECHNICIAN

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R48 THERAPY TECHNICIAN

S6A ULTRASONOGRAPHER I - A

S6B ULTRASONOGRAPHER I - B

S6C ULTRASONOGRAPHER I - C

S9A ULTRASONOGRAPHER II - A

S9B ULTRASONOGRAPHER II - B

S9C ULTRASONOGRAPHER II - C

S9D ULTRASONOGRAPHER II - D

R63 UROLOGY CLINICAL COORD

H17 UTILITY WORKER

D4M VHP CLAIMS EXAMINER

D25 VHP MEMBER SERVICES REP


F5F VITAL RECORDS SPECIALIST I

F5E VITAL RECORDS SPECIALIST II

T20 VOLUNTEER COORDINATOR

G77 WAREHOUSE MATERIALS HANDLER

7/8/23  


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7/1/23  


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**Side Letter Proposal Regarding Merit System Rules Changes – June 26 – Union  
TA to CP on June 26**

The parties agree to convene a joint committee with no more than six (6) members each from the Union and the County to explore Merit System Rule changes that the parties would mutually present to other recognized labor organizations, the Personnel Board, and the Board of Supervisors for adoption. Paid release time shall be provided to the County employees who participate in the joint committee on behalf of the Union while attending meetings of the committee. The committee shall convene its first meeting no later than September 15, 2023.

TA 7/5/23  
[Signature]

TA 7/5/23  
[Signature]

TA  
7/11/23  
[Signature]

## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES -CCL

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

### GUIDELINES

1. **Departmental Safety Officer**

Each department head shall designate a Departmental Safety Officer, with concurrence of the County Director of Personnel.

2. **Safety Stewards**

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

3. **Departmental Safety Committee**

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

4. **Employee Representatives**

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

5. **Departmental Safety Committee Structure**

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

6. **Departmental Safety Officer Responsibilities**

The Departmental Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment within his/her department. The Departmental Safety Officer must be familiar with the operation of the department and informed

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## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

of day-to-day developments which may affect safety of working conditions. The Departmental Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the County-wide Safety Committee.

### 7. **Release Time**

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

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

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

### 8. **Safety Inspections**

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

### 9. **Hazard Report, Action, Appeals Process**

- a) Management shall make available to workers in all work locations the standard County Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:
  1. When corrective action is necessary, responsible supervisor shall state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy condition which may exist.
  2. Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned, the County-wide Safety Committee and the worker concerned.

## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

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

Two handwritten signatures in blue ink are located at the bottom right of the page. The signature on the left is more stylized and appears to be 'JAN'. The signature on the right is a circular mark with a vertical line through it, possibly representing a name or initials.



## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

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

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

### 12. **Safety Work Procedures**

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

### 13. **Safety Training**

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

### 14. **Video Display Terminal Provision**

#### a) **Guidelines**

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



## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

### b) **Alternate Work for Pregnant Workers**

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

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

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

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

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

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

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

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

## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

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

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



TA  
6/20/23  


## APPENDIX N – STATE DISABILITY INSURANCE (SDI)

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

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

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

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

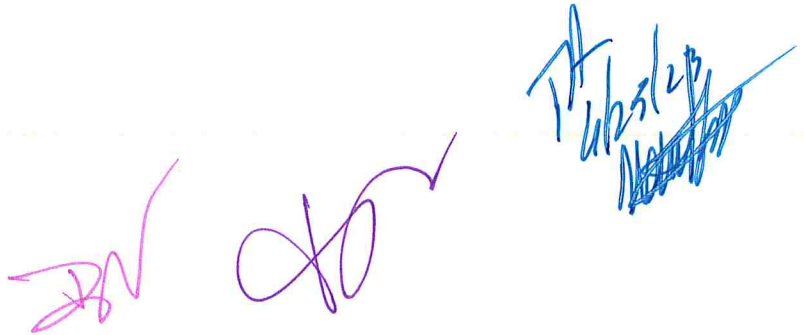
6/25/23  
*[Signature]*

TA  
6/25/23  
*[Signature]*

TA  
6/25/23  
*[Signature]*

**APPENDIX N – STATE DISABILITY INSURANCE (SDI)**

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



Three handwritten signatures are present at the bottom of the page. The first two are in purple ink and are stylized, illegible marks. The third is in blue ink and appears to be a signature with some scribbles underneath it.

**TERM OF AGREEMENT**

This Agreement shall become effective only upon approval by the Board of Supervisors and for the units listed in Article 1 upon ratification by the individual unit as listed, and shall remain in full force and effect from ~~March 9, 2020~~ August 14, 2023 to and including ~~June 25, 2023~~ June 21, 2026 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 25, 2023~~ June 21, 2026 or any subsequent ~~June 25~~ June 21, of its desire to terminate this Agreement or amend any provision thereof.

LA 7/20/23

8670 521  
7/20/23 @ 2:54pm  
DN

1A copy  
7/20/23  
M...

**Understanding on the Topics that Require Office of Labor Relations and Institutional Union Participation**

**A. Below are topics that require Labor Relations and Institutional Union participation in any agreements, including agreements as a result of a meet and confer (M&C) or settlements:**

- Departmental Agreements
- Alternate Hours Agreement (Section 8.14 of the MOU)
- Layoffs (Impact)
- Discipline Settlement
- Grievance Settlement
- Extension of Probationary Period
- Any M&C that result in monetary modification (including adding new classifications to receive differentials or premiums, on call pay, etc. that requires changes to the MOU)
- Overpayment
- Any items outlined in the contract which provides the County to notify, or meet with the Union (such as Section 8.7 On-Call Pay, or Appendix H Contracting Out)
- Any changes to the terms of the contract
- Reorganization (in accordance with the terms of the MOU)

With the exception of layoff impact meetings, discipline settlements where the union is not representing the worker and reorganization, any agreement or settlement must be signed by both parties.

**B. Below are topics that do not require Labor Relations presence for resolution:**

Schedule Changes (Core Hours or starting and quitting times) for individual employees, allocation review, classification study, and any changes to job specifications.

The above topics are not an all inclusive list. Should there be questions about the lists above or a topic is not outlined above, the parties shall discuss issues or questions to reach a common understanding.

Date: 5-22-12

County of Santa Clara: *Sandra Poole* SEIU Local 521: *Susan G. Ryan*

*TA 6/25/23*  
*JV*

*6/25/23*  
*[Signature]*

*6/25/23*  
*[Signature]*

## Job Classifications for the Purposes of Layoffs

The following Agreement memorializes the discussions during negotiations regarding the following job classifications for the purpose of layoffs:

Psychiatric Social Worker (PSW) I  
Psychiatric Social Worker (PSW) II  
Marriage Family Therapist (MFT) I  
Marriage Family Therapist (MFT) II

Section 5.1 Seniority Defined shall apply with the following additional credit for time in a worker classification:

1. For Psychiatric Social Worker II (PSW) workers: For the purpose of computing total time in the worker's classification, the worker shall be given credit for all time in classification as a Psychiatric Social Worker I.
2. For Marriage Family Therapist II (MFT) workers: For the purpose of computing total time in the worker's classification, the worker shall be given credit for all time in classification as a Marriage Family Therapist I.
3. PSW II and MFT II workers on probation shall still be considered less senior than PSW II and MFT II workers with permanent status regardless of date of hire as calculated in accordance with #1 and #2 above.
4. PSW I and MFT I workers on probation shall still be considered less senior than PSW I and MFT I workers with permanent status regardless of date of hire as calculated in accordance with #1 and #2 above.
5. For the purpose of layoffs, PSW II and MFT II are considered one classification. If the position requires a special license or skill (i.e. MFT license instead of PSW license) then section 5.10 – Re-employment list subsection b) shall apply.
6. For the purpose of layoffs, PSW I and MFT I are considered one classification. If the position requires a special license or skill (i.e. MFT license instead of PSW license) then section 5.10 – Re-employment list subsection b) shall apply.

This language agreement will not change any transfers or layoffs that were to be implemented prior to July 26, 2011.

Date: 5-22-12

County of Santa Clara [Signature] SEIU Local 521 [Signature]

TA 6/25/23  
[Signature]

6/25/23  
[Signature]

TA  
6/25/23  
[Signature]



**Non-Sworn Workers in Internal Affairs (IA) Administrative Investigation**

The County and the Union agree to meet to discuss and attempt to resolve the issues around non-sworn workers in IA investigations. The meetings will include Labor Relations and Union staff to assist in the discussions.

Meetings shall commence as soon as reasonably feasible.

Date: 5-22-12

County of Santa Clara:

Sandra Poole

SEIU Local 521:

Susan G. [Signature]

IA 6/25/23  
[Signature]

6/25/23  
[Signature]

6/22/23  
[Signature]

**Documents sent electronically via e-mail**

This Agreement is entered into on May 12, 2010, between the County of Santa Clara and Service Employees International Union Local 521.

For reasons of cost cutting and with new technology the above parties agree to the following changes in the way we certify delivery of documents for timeline purposes and is applicable to all contracts current in effect for which the County entered into with the prior SEIU Local 715, prior Local 535 Worker Chapter and prior Local 535 Supervisory Chapter.

The parties agree that documents sent electronically via email are acceptable form of communication and proof of service for time line issues and is allowed specifically in the place of Certified US Mail wherever required in the above-referenced labor contracts. The "time stamp" of the email by the receiving party is controlling. If there is a dispute, the sending party's email record may be used to assist in resolving any timeliness issue. Still unresolved timeline issues may be items of further dispute relative to the subject matter at hand. Items sent by Certified US Mail will still be acceptable, but not required.

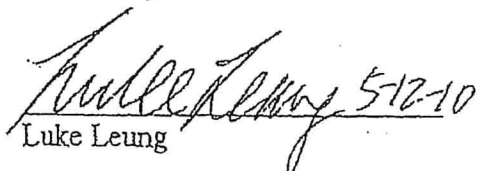
The documents may include, but not limited to recommended discipline letter, final disciplinary actions, grievances, grievance response, etc.

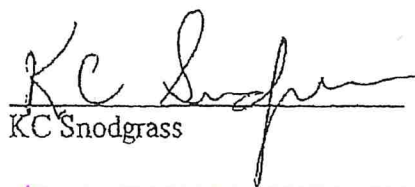
Each party will give the other party the name or names of persons and their email address as official recipient of such documents. Evidence of "full" mail boxes resulting in non acceptance by the receiving party, or evidence of receiving party email system malfunction experienced by the sending party automatically extends the time by one full County business day.

Either party may cancel this agreement upon ten (10) calendar days notice to the other.

For County of Santa Clara:

For SEIU Local 521:

  
Luke Leung

  
KC Snodgrass

5/12/10

6/24/23  


TA 6/25/23  


TA  
6/25/23  


**SIDE LETTER OF AGREEMENT  
BETWEEN  
COUNTY OF SANTA  
CLARA AND SEIU  
LOCAL 521**

- A. This Agreement addresses matters related to Article 13.2 (5) (g) Medical Benefits for Retirees.
- B. The purpose of this side letter is to memorialize the parties agreement to meet during the term of this agreement to discuss the feasibility of establishing a Retiree Health Reimbursement Account. The parties agree to meet upon request by either party to review and discuss items directly related to this. The contract shall not be re-opened, unless by mutual agreement of the parties.
- C. The County agrees to provide all pertinent information related to the discussions on this matter.

6/26/23  


TA 6/25/23  


TA  
6/25/23  


**County of Santa Clara Website:**

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

**SEIU Local 521 Website:**


**<http://www.seiu521.org/>**

**The Nepotism Policy can be found on the County's  
website listed below:**

**[https://connect.sccgov.org/sites/policies/policypages/  
Pages/Nepotism-Policy.aspx](https://connect.sccgov.org/sites/policies/policypages/Pages/Nepotism-Policy.aspx)**

6/24/23  


JA 6/25/23  


6/25/24  


## Employee's Rights During Administrative Investigation (Article 6.2a)

- 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.

**For additional rights and responsibilities during disciplinary investigations or internal affairs investigations review Article 6 of this agreement.**

4/24/23  


TA 6/24/23  



6/25/23  

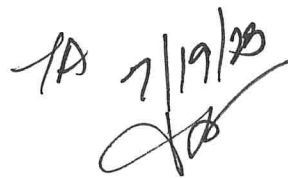

Union TAs to CP dated July 2 on July 5, 2023

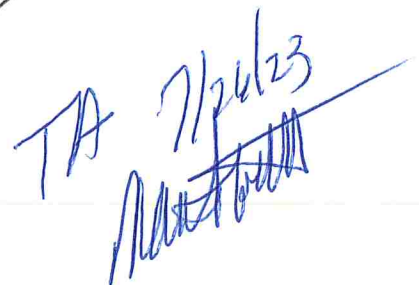
Side letter on Pre-Bid Transfer Preference Programs -County Amends June 28 Proposal

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

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

TA 7/19/23  
SEIU 531  


TA 7/19/23  


TA 7/26/23  



County Proposal for Settlement Agreement Payment Amount


PERB/Grievance Settlement

7-26-2023

Contingent upon the parties reaching an overall settlement agreement in their current negotiations to settle pending PERB charges and grievances involving the County of Santa Clara and the Service Employees International Local 521, the payment per Full Time Equivalent (FTE) employee in a coded (non-extra help) position to be included in that settlement agreement shall be a one-time payment of \$1,200, prorated for part-time employees and subject to all of the terms in any final settlement agreement between the parties. The payment amount for extra-help employees shall be calculated per the terms of the settlement agreement. In the event of any discrepancy between the terms of this proposal and the terms of the settlement agreement, the terms of the settlement agreement shall be controlling.



TA SEIU 521  
7/26/23 @ 2:49pm  


TA County  
7/26/23 @ 2:22pm  


From: SCCo To SEIU July 26, 2023  
This proposal includes all previous proposals unless specifically modified herein.  
All Tas subject to ratification by the BOS.  
New language is underlined.  
Deleted language is struck through.  
Current contract language is CCL

The County of Santa Clara has the right to add, delete and/or modify these proposals

**APPENDIX B – CLERICAL UNIT**

**B.1 - Salaries**

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

<b>Job Code</b>	<b>Job Title</b>
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE SPECIALIST <u>CLERK</u>
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

County  
7.30  
6/24/23



The County of Santa Clara has the right to add, delete and/or modify these proposals

Job Code	Job Title
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
<u>D3F</u>	<u>MANAGED CARE INTAKE COORDINATOR-VHP</u>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R21	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

From: SCCo To: SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

The County of Santa Clara has the right to add, delete and/or modify these proposals

Job Code	Job Title
<u>D5J</u>	<u>TRANSLATOR/INTERPRETER</u>
D04	TUMOR REGISTRAR
D35	<del>VALLEY HEALTH PLAN ASSISTANT</del>
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

### REALIGNMENTS

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
G60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
D81	CASHIER	2.00 3.58%
F19	CHILD SUPPORT DOCMNT EXAMINER	0.60%
F57	CLERK-RECORDER OFFICE SPC I	4.50%
F56	CLERK-RECORDER OFFICE SPC II	2.66%
F5C	CLERK-RECORDER OFFICE SPC II-U	2.66%
F55	CLERK-RECORDER OFFICE SPC III	0.82%
F5D	CLERK-RECORDER OFFICE SPEC I-U	4.50%
<u>D72</u>	<u>CLIENT SERVICES TECHNICIAN</u>	<u>.50 2.52%</u>
<u>D7F</u>	<u>CLIENT SERVICES TECHNICIAN - U</u>	<u>.50 2.52%</u>
G33	DATA ENTRY OPERATOR	1.00 4.19%
G34	DATA ENTRY OPERATOR TRAINEE	1.50 5.48%

From: SCCo To: SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

The County of Santa Clara has the right to add, delete and/or modify these proposals

D03	DATA OFFICE SPECIALIST	1.66%
G97	ELECTION SPECIALIST	0.09%
G9B	ELECTION WORKER I – EH	3.74%
G9C	ELECTION WORKER II – EH	2.66%
G9L	ELECTIONS AIDE – EXTRA HELP	4.13%
G29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I – U	0.58%
G19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II – U	0.25%
J69	HEALTH INFORMATION CLERK I	1.50%
Z69	HEALTH INFORMATION CLERK I - U	1.50%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II-U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III-U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	6.15%
D2G	HEALTH SERVICES REP – U	6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	2.89%
Q38	JUSTICE SYSTEM CLERK I – U	2.89%
F37	JUSTICE SYSTEM CLERK II	1.76%
Q3A	JUSTICE SYSTEM CLERK II – U	1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK – U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH-U	0.55%
F14	LEGAL CLERK	0.82%
Q4G	LEGAL CLERK – U	0.82%
F16	LEGAL CLERK TRAINEE	1.28%
Q43	LEGAL CLERK TRAINEE – U	1.28%
D70	LEGAL SECRETARY I	0.51%
W36	LEGAL SECRETARY I – U	0.51%
D74	LEGAL SECRETARY TRAINEE	2.61%
W37	LEGAL SECRETARY TRN – U	2.61%
J58	LIBRARY CIRCULATION AIDE	5.65 2.50 3.85%
E54	LIBRARY CLERK	2.54%
W1K	LIBRARY CLERK – U	2.54%

From: SCCo To: SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL.

The County of Santa Clara has the right to add, delete and/or modify these proposals

E16	LIBRARY PAGE	9.75 50%
E1D	LIBRARY PAGE - U	9.75 50%
E24	LIBRARY TECHNICIAN	6.75 50%
Q7C	MEDICAL ADMIN ASISTANT I - U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.26%
Q7B	MEDICAL ADMIN ASSISTANT II - U	0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST - U	1.46%
D02	MEDICAL UNIT CLERK	2.35%
E61	MENTAL HEALTH OFFICE SPEC	2.16%
D51	OFFICE SPECIALIST I	1.50%
V64	OFFICE SPECIALIST I - U	1.50%
D49	OFFICE SPECIALIST II	1.00 4.27%
V33	OFFICE SPECIALIST II - U	1.00 4.27%
D09	OFFICE SPECIALIST III	1.00 2.66%
V31	OFFICE SPECIALIST III - U	1.00 2.66%
P71	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	4.99%
U48	PATIENT BUSINESS SERV CLERK - U	4.99%
R2I	PHARMACY ASSISTANT	1.50%
U2P	PHARMACY ASSISTANT - U	1.50%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER - U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST - U	3.98%
D3A	RESOURCES SCHEDULING REP	0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK - U	2.35%
Q9F	SENIOR ACCOUNT CLERK - U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK - U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	3.40%
D1G	SR HEALTH SERVICES REP - U	3.40%
E39	SR LIBRARY CLERK	0.64%
W1H	SR LIBRARY CLERK - U	0.64%

From: SCCo To: SEIU June 24, 2023

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X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK – U	0.60%
D45	SR PATIENT BUSINESS SVCS CLK	0.60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER – U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT U	1.50%
D4M	VHP CLAIMS EXAMINER	1.00 0.90%
Z1N	VHP CLAIMS EXAMINER - U	1.00 0.90%
D25	VHP MEMBER SERVICES REP	1.50 0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

**B.2 - Staff Meetings COUNTY & SEIU TA TO CCL 06/24/23**

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 CP CCL 05/30/23 & SIDELETTER 06/08/23**

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at [connect.sccgov.org](http://connect.sccgov.org) and County internet (external) website at [www.sccjobs.org](http://www.sccjobs.org) which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar days.

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- b) Information will be updated on the County intranet website and internet websites as revised information is available.

**B.4 - Union-County Clerical Education Program COUNTY & SEIU TA TO CCL 06/24/23**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations

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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 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

#### **B.9 7 - Differentials**

##### **a) 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 in 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

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but not be limited to the functions defined in Article 20, Section 20.2 of the Master Agreement:

Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Bus. Services Clerk
Medical Administrative Assistant I	Vital Records Specialist II

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 27.

b) **Legal Secretary I Differential**

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

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

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

c) **Library Clerk Differential**

Incumbents in the class of Library Clerk, 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 two one dollars and seventy-five cents (~~\$2.00 1.75~~) as the total premium payment for each hour worked.

d) **Ordinance Footnote**



The County of Santa Clara has the right to add, delete and/or modify these proposals

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

~~Section B.9(c) Library Clerk I/II Differential~~

**ed) DCSS and DA Legal Clerk/Court Differential**

Legal Clerks in the Department of Child Support Services, when assigned to work at 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 ~~one two dollars and seventy five cents~~ (\$2.00 ~~1.7550/~~) per hour for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.

**fe) Client Services 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 and one half percent (~~3.50~~ 25%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.

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

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

**hg) Animal Control Dispatch Differential**

Up to three (3) clerical workers a day 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 be compensated at the flat rate of one dollar and ~~seventy-five~~ fifty cents (~~\$1.7550~~) per hour above the regular salary rate for each hour actually worked.

**ih) Senior Library Clerk, Library Clerk Passport Duties Differential**

When assigned by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional one dollar and fifty cents (~~\$1.50 00~~) ~~0.75~~ per hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to obtain and maintain Passport Acceptance Agent authorization.

**B.10 8 - Promotional Opportunity Project**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of six ~~five~~ (6 ~~5~~) positions to be alternately staffed with existing SEIU classifications ~~outside the Clerical Bargaining Unit~~. A single classification in the unclassified service will be used for this program.

The County of Santa Clara has the right to add, delete and/or modify these proposals

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers whose salary is below the targeted training classification.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

**B.11 9 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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.

The County of Santa Clara has the right to add, delete and/or modify these proposals

**B.12 10 - Alternate Staffing/Trainee COUNTY AND SEIU TA 06/12/23**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk I/Justice System Clerk II/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the eligibles be certified from the appropriate lower level eligible list.
- b) Selection of workers persons at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, level should be based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, he/she shall be

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promoted to the higher level classification at the beginning of the next pay period. If the incumbent does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.

- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.13 11- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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 as confidential 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

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designation if they request to do so in writing within ten (10) working days of the designation.

**B.14 12 - Weekend Off Provision PENDING MAIN TABLE REVIEW**

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 County of Santa Clara Health System ~~Santa Clara Valley Health and Hospital System.~~

- 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. Such worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**B.15 – Request for Alternate Hours Schedule COUNTY & SEIU TA CCL 06/22/23**

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

**B.16 5-13 – Work Out of Classification (WOOC) CP REVERT TO CCL 06/06/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.

Management reserves the right to temporarily staff a new long term WOOC assignment as if it were a short term WOOC. The short term WOOC assigned may only last the period

The County of Santa Clara has the right to add, delete and/or modify these proposals

it takes to fill the long term WOOC assignment via the normal long term WOOC processes.

\*\*\*\*\*

The County of Santa Clara has the right to add, delete and/or modify these proposals

**Sideletter between County of Santa Clara**  
**and**  
**SEIU Local 521 Clerical Unit**

Within sixty (60) calendar days following ratification of the labor agreement, the County of Santa Clara and SEIU Local 521 Clerical Unit mutually agree to:

The County will use the existing transfer opportunities site to post transfer opportunities in the following Clerical Bargaining Unit classifications that the County intends to fill:

- Account Clerk II
- Administrative Assistant
- Client Services Technician
- Health Services Representative
- Medical Unit Clerk
- Office Specialist II
- Office Specialist III
- Senior Health Services Representative

Employees in Clerical Bargaining Unit classifications will be able to access this site on-line. This section supersedes Appendix B.3 – Transfer and Examination System for the classifications listed above.

1. Job announcements for the quarterly transfer list shall be posted for ten (10) working days quarterly. The first ten (10) working day posting will commence the first full pay period of the fiscal year quarter beginning July 1, 2023 and will continue every quarter. All job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org). The four “quarters” of each fiscal year start on: 1) July 1; 2) October 1; 3) January 1; and 4) April 1.

2. The job announcement will have questions that allow the employee to choose transfer preferences which may include:

- Budget Unit/Department
- Location
- Shift
- Code Status (i.e., Full-Time Equivalent Status, such as .5, .6, .7, .75, .8, .9, or 1.0)

3. Employees in Clerical Bargaining Unit classifications only need to apply on the quarterly transfer list once per quarter. Should a clerical worker wish to change any component of their transfer preference they must wait until the next quarter posting.

**The County of Santa Clara has the right to add, delete and/or modify these proposals**

Once this process is completed, the newly created quarterly transfer list shall be considered the most current transfer list and the previous list will be abolished. Employees must apply each quarter to be on that quarter's transfer list.

The County shall be able to conduct open-competitive or promotional recruitments concurrently with transfer postings. Should a vacancy be posted as promotional or open-competitive, any clerical worker interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

4. To be eligible to apply for the quarterly transfer posting, a clerical worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the fifteen percent (15%) transfer band.

5. To be removed from the quarterly transfer list, clerical workers must submit a request in writing to ESA Human Resources, currently [hr@esa.sccgov.org](mailto:hr@esa.sccgov.org).

6. Clerical workers who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County ordinance section A25-175.

7. This Pilot Agreement shall remain in effect as a pilot from date of execution by the parties through June 30, 2024. This Pilot Agreement shall expire by its own terms on June 30, 2024 and shall not be considered the status quo. The parties will assess the Pilot Agreement no later than April 30, 2024.



Union  
10:39  
Dec 4  
7/5/23

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

CLERICAL UNIT

SEIU CLERICAL COUNTER #11 TO COUNTY

DATE: 7/5/23

TIME: \_\_\_\_\_

- |       |   |  |
|-------|---|--|
| B.1   | SALARY                                      | UP – HOLD CCL 5/22 (TITLES)                |
|       | REALIGNMENTS                                | UP – TA to CTY 5/12 & 5/17 (CLASS CHGS)    |
|       |   | <u>UP – MODIFIED 7/5/23 6/30</u>           |
| B.2*  | STAFF MEETINGS                              | UP – TA to CCL 6/24                        |
| B.3   | TRANSFER AND EXAMINATION SYSTEM             | <u>UP – HOLD PENDING MASTER</u>            |
|       | <u>6/12 Union moves to CCL</u>              |  |
|       | <u>TRANSFER PILOT SIDE LETTER</u>           | <u>UP – HOLD PENDING MASTER</u>            |
|       | <u>6/12 Union withdraws 7/5/23</u>          |  |
| B.4   | UNION-COUNTY CLERICAL EDUCATION PROGRAM     | UP – TA to CCL 6/24                        |
| B.5*  | TIME OFF FOR CAREER ADVANCEMENT             | UP – TA to CCL 6/5                         |
| B.6*  | TYPING TESTS                                | UP – TA to CCL 5/12                        |
| B.7*  | TRAINING                                    | UP – TA to CCL 5/17                        |
| B.8*  | UNION LOGO                                  | UP – TA to CCL 5/12                        |
| B.9   | DIFFERENTIALS                               | UP – HOLD 6/26                             |
| B.10  | LEAD ROTATION PROGRAM                       | <u>UP – MODIFIED HOLD TO 6/30</u>          |
| B.11  | PROMOTIONAL OPPORTUNITY PROGRAM             | UP – TA to CP 6/24                         |
| B.12* | EXECUTIVE ASSISTANT I/II ALTERNATE STAFFING | UP – TA to CCL 5/15                        |
| B.13  | ALTERNATE STAFFING/TRAINEE                  | UP – TA to UP 6/12                         |
| B.14* | CONFIDENTIAL CLERICAL                       | UP – TA to CCL 5/15                        |
| B.15  | WEEKEND OFF PROVISION                       | <u>Hold to CCL</u>                         |
| B.16* | REQUEST FOR ALTERNATE HOURS SCHEDULE        | UP – TA to CCL 6/20                        |
| B.17  | WORK OUT OF CLASS                           | <u>UP – HOLD to 6/26 - MODIFIED 7/5/23</u> |

SERVICE EMPLOYEE INTERNATIONAL UNION RESERVES THE RIGHT TO MAKE ADD, DELETE AND/OR MODIFY THESE PROPOSALS.

**B.1 Salaries** UP – HOLD TO CCL TABLE TITLES) 5/22/23  
 TA – TO CTY 5/12 OR 5/17 CLASSIFICATION CHANGES

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

JOB CODE	JOB TITLE CLASSIFICATION JOB TITLE
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCUMENT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN <i>16 605</i>
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II

JOB CODE	JOB TITLE CLASSIFICATION	JOB TITLE
D5F	LAFCO OFFICE SPECIALIST CLERK	TA to CTY 5/17
D43	LAW ENFORCEMENT CLERK	
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	
F16	LEGAL CLERK TRAINEE	
D70	LEGAL SECRETARY I	
D66	LEGAL SECRETARY II	
D74	LEGAL SECRETARY TRAINEE	
J58	LIBRARY CIRCULATION AIDE	
E54	LIBRARY CLERK	
E16	LIBRARY PAGE	
E24	LIBRARY TECHNICIAN	
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	TA - REASSIGNED TO CLERICAL
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	
D02	MEDICAL UNIT CLERK	
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	
D49	OFFICE SPECIALIST II	
D09	OFFICE SPECIALIST III	
P71	OPERATING ROOM CLERK	
D48	PATIENT BUSINESS SERVICES CLERK	
R21	PHARMACY ASSISTANT	
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	
D62	REVENUE COLLECTIONS CLERK	
E87	SENIOR ACCOUNT CLERK	
D83	SENIOR ASSESSMENT CLERK	
G32	SENIOR DATA ENTRY OPERATOR	

JOB CODE	JOB TITLE	CLASSIFICATION	JOB TITLE
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR		
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE		
E39	SENIOR LIBRARY CLERK		
X09	SENIOR OFFICE SPECIALIST		
D45	SENIOR PATIENT BUSINESS SERVICES CLERK		
S2D	SURGERY SCHEDULER		TA to CTY 5/12
E20	TELECOMMUNICATIONS SERVICES SPECIALIST		TA to CTY 5/12
D11	TRANSCRIPTIONIST		
D04	TUMOR REGISTRAR		
D5J	TRANSLATOR/INTERPRETER		TA to CTY 5/17
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT		TA to CTY 5/12
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER		
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICES REPRESENTATIVE		
F5F	VITAL RECORDS SPECIALIST I		
F5E	VITAL RECORDS SPECIALIST II		

**REALIGNMENTS: UP – MODIFIED 7/5/23**

**UP – HOLD TO CCL TABLE TITLES 5/22/23**

**TA – TO CTY 5/12 & 5/17 CLASSIFICATION CHANGES (see above)**

JOB CODE	JOB TITLE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I		
D97	ACCOUNT CLERK II		
C60	ADMINISTRATIVE ASSISTANT		
D88	ASSESSMENT CLERK		0% 2.0 5.0 5.5 7
D55	BOARD CLERK I		
D54	BOARD CLERK II		
D81	CASHIER		2.0% TA 3.5 4.5 6 8
F19	CHILD SUPPORT DOCUMENT EXAMINER		
F57	CLERK-RECORDER OFFICE SPECIALIST I		0% 2.0 4.5 7
F56	CLERK-RECORDER OFFICE SPECIALIST II		0% 2.0 4.5 7
F55	CLERK-RECORDER OFFICE SPECIALIST III		0% 2.5 3
D72	CLIENT SERVICES TECHNICIAN	112 6.5	2.0% 3.25 6.5 8.0 15
G33	DATA ENTRY OPERATOR		1.0% TA
G34	DATA ENTRY OPERATOR TRAINEE		1.5% TA

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
D03	DATA OFFICE SPECIALIST <i>35.11, 33.68, 39.29</i>	<i>15.4 Hold</i> <i>20</i> 1.0 TA 3.0 7.0 8.5 15 20
G97	ELECTION SPECIALIST	
C29	EXECUTIVE ASSISTANT I	
C19	EXECUTIVE ASSISTANT II	
J69	HEALTH INFORMATION CLERK I	1.5% TA 6.0 8.5 11.5
J68	HEALTH INFORMATION CLERK II	0% <u>1.0</u> 5.0 8.5 11.5
J67	HEALTH INFORMATION CLERK III	0% <u>1.0</u> 5.0 8.5 11.5
J78	HEALTH INFORMATION TECHNICIAN I	
J77	HEALTH INFORMATION TECHNICIAN II	
D2E	HEALTH SERVICES REPRESENTATIVE	1.0% TA 4.0 5.0 5.5 7 20
G52	HOSPITAL COMMUNICATIONS OPERATOR	0% 3.0 4.5 5.5 7
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	<u>1.50%</u> TA 2.5 4.1 6.5 8
F37	JUSTICE SYSTEM CLERK II	<u>.50%</u> TA 2.0 3.0 4
D5F	LAFCO OFFICE SPECIALIST CLERK	
D43	LAW ENFORCEMENT CLERK	0% 1.5 4.5 5.5 7
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	CURRENT RECLASS .50% TA 2.0 4.0 5.5 7 11
F16	LEGAL CLERK TRAINEE	CURRENT RECLASS .50% TA 4.0 5.5 7 10
D70	LEGAL SECRETARY I	CURRENT RECLASS .50% TA 5.0 8.5 10 12
D66	LEGAL SECRETARY II	CURRENT RECLASS .50% TA 2.5 5.5 6
D74	LEGAL SECRETARY TRAINEE	CURRENT RECLASS .50% TA 1.0 4.5 7.5 9
J58	LIBRARY CIRCULATION AIDE	<u>5.652.5%</u> TA 7.5 10
E54	LIBRARY CLERK	<u>1%</u> TA 3.5 5.0 11 15
E16	LIBRARY PAGE	9.75% TA 11 15 20
E24	LIBRARY TECHNICIAN	6.75% TA 7.1 9.0 15
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	0% 2.0 4.0 5.5 7 8
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	<u>1.0%</u> 2.0 4.0 5.5 7 8
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	
D02	MEDICAL UNIT CLERK <i>32.14, 31.41, 41.57, 33, 37</i>	<i>5</i> 1.5% 3.0 5.0 6.5 8

*Handwritten signatures and a circled number 5.*

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	1.5%TA 2.0 4.5 7 8
D49	OFFICE SPECIALIST II	<del>1.</del> 1.0%TA 2.0 4.5 7 10
D09	OFFICE SPECIALIST III	<del>1.</del> 1.0%TA 2.0 3 10
P71	OPERATING ROOM CLERK	
D48	PATIENT BUSINESS SERVICES CLERK 20	1.5% 3.5 4.0 6.0 7.5 10
R21	PHARMACY ASSISTANT	1.5% TA
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	2.0% TA 4.0 9.0 9.5 10
D62	REVENUE COLLECTIONS CLERK	
E87	SENIOR ACCOUNT CLERK	
D83	SENIOR ASSESSMENT CLERK	
G32	SENIOR DATA ENTRY OPERATOR	
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR	
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE	1.0% TA 3.5 4.5 7.0 7.5 9 15
E39	SENIOR LIBRARY CLERK	<del>2</del> 1.0%TA 3.0 6.0 11 15 26
X09	SENIOR OFFICE SPECIALIST	
D45	SENIOR PATIENT BUSINESS SERVICES CLERK	1.0% TA 5.5 6 10
S2D	SURGERY SCHEDULER	<del>2</del> 1.0% TA 3.0 5.5 7 10
E20	TELECOMMUNICATIONS SERVICES SPECIALIST	
D11	TRANSCRIPTIONIST	
D04	TUMOR REGISTRAR	
D5J	TRANSLATOR/INTERPRETER	
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT	
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER	1.0% TA 3.5
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICE REPRESENTATIVE (2) 10 TA	2.0% 4.3.5.6.0 9.0 15
F5F	VITAL RECORDS SPECIALIST I	
F5E	VITAL RECORDS SPECIALIST II	

## **B.2 - Staff Meetings – UP TA to CCL 6/24/23**

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). If discussion is related to the impact of clerical functions, working conditions, or implementation of such changes, the staff meeting shall not impact the Unions right to meet and confer.~~

## **B.3 TRANSFER AND EXAMINATION SYSTEM - ~~UP modifies to CCL 7/5/23~~**

1. The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These information kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) ~~calendar~~ business days.

e)b) \_\_\_\_\_ Information will be updated on the County intranet website and internet websites as revised information is available.

## **2. Voluntary Transfer Opportunities**

~~The County shall continue a transfer information system which workers access on-line to obtain information on transfer opportunities for classifications within Clerical Bargaining Unit resulting from:~~

a) \_\_\_\_\_ ~~New positions authorized to the department, and~~

b) \_\_\_\_\_ ~~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.~~

## **3. Lateral Transfer**

~~Lateral transfers will be posted on the County website. Both permanent and probationary workers may apply. Workers in a classification who wish to transfer to another position in the~~

~~same classification within the County may apply online. If there are five or more names within the same classification on the transfer list, the County will interview the five most senior employees, based on days of accrued service and select one. If there are less than five qualified workers within the same classification, then all must be interviewed prior to requesting the appropriate Merit system eligible list. The filing of vacancies by transfer shall be consistent with Merit System rule Section A25-184c.~~

~~Probationary workers shall not have their probationary period extended due to lateral transfer if it is within the same classification. Workers who transfer to another position in a different classification must serve a new probationary period.~~

#### ~~4. Administrative Transfers~~

~~Based on the need identified by the Department/Agency transfers between geographic locations will be made as follows;~~

- ~~a) — Volunteers in order of most seniority County service seniority by days of accrued service with the County.~~
- ~~b) — Assigned by inverse order of most seniority County Service seniority by days of accrued service with the County.~~

~~NOTE: Upon Union request, the County will meet and confer on the group of workers employees being designated for the seniority purposes of this section.~~

- ~~e) 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 campus shall be considered to be in one and the same geographical location.~~



Sideletter between County of Santa Clara  
and  
SEIU Local 521 Clerical Unit

**B.3 TRANSFER PILOT - Union withdraws 7/5/23**

Within sixty (60) calendar days following ratification of the labor agreement, the County of Santa Clara and SEIU Local 521 Clerical Unit mutually agree to:

The County will use the existing transfer opportunities site to post transfer opportunities in the following Clerical Bargaining Unit for all classifications that the County intends to shall fill.:

- Account Clerk II
- Administrative Assistant
- Client Services Technician
- Health Services Representative
- Medical Unit Clerk
- Office Specialist II
- Office Specialist III
- Senior Health Services Representative

Employees in Clerical Bargaining Unit classifications will be able to access this site on-line. This section supersedes Appendix B.3 – Transfer and Examination System for the classifications listed above.

1. Job announcements for the quarterly transfer list shall be posted for ten (10) working days quarterly. The first ten (10) working day posting will commence the first full pay period of the fiscal year quarter beginning July 1, 2023 and will continue every quarter. All job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org). The four "quarters" of each fiscal year start on: 1) July 1; 2) October 1; 3) January 1; and 4) April 1.

2. The job announcement will have questions that allow the employee to choose transfer preferences which may include:

- Unit/Department
- Location
- Shift

- Code Status (i.e., Full-Time Equivalent Status, such as .5, .6, .7, .75, .8, .9, or 1.0)

3. Employees in Clerical Bargaining Unit classifications only need to apply on the quarterly transfer list once per quarter. Should a clerical worker wish to change any component of their transfer preference they must wait until the next quarter posting.

Once this process is completed, the newly created quarterly transfer list shall be considered the most current transfer list and the previous list will be abolished. Employees must apply each quarter to be on that quarter's transfer list.

The County shall be able to conduct open competitive or promotional recruitments concurrently with transfer postings. Should a vacancy be posted as promotional or open competitive, any clerical worker interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

4. To be eligible to apply for the quarterly transfer posting, a clerical worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the fifteen percent (15%) transfer band. (HOLD FOR MASTER LANGUAGE 5/9/23)

5. To be removed from the quarterly transfer list, clerical workers must submit a request in writing to ESA Human Resources, currently hr@esa.sccgov.org. Question: If an offer is made and declined are you removed from the current list?

6. Clerical workers who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County ordinance section A25-175.

7. This Pilot Agreement shall remain in effect as a pilot from date of execution by the parties through June 30, 2024. This Pilot Agreement shall expire by its own terms on June 30, 2024 and shall not be considered the status quo. The parties will assess the Pilot Agreement quarterly four "quarters" of each fiscal year starting on: 1) July 31; 2) October 31; 3) January 31; and 4) April 30, 2024.

#### **B.4 Union-County Clerical Education Program** **UP - TA to CCL 6/24**

- Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar business days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- A seven thousand and two hundred fifty-dollar (\$7,250) fourteen-thousand-dollar (\$14,000) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the

term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.

- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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.6.4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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.7.5 Training CP REVERT TO CCL 05/16/23**

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.8.6 Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9 Differentials UP – HOLD to UP 6/26/23**

**a) Lead Differential UP – TA to CP 6/24/23**

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 20.2 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Business Services Clerk
Medical Administrative Assistant I	Vital Records Specialist II

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 27.

**b) Legal Secretary I/II Differential UP – TA to CP 6/24/23**

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

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

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

**c) Library Clerk Differential UP - TA to CP 6/24/23**

Incumbents in the class of Library Clerk, when in charge of circulation services for two (2) or more hours on ~~Saturday or Sunday and any day worked~~ in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive ~~one dollar and seventy five cents (\$1.75) an additional nine seven percent (9.7%) of their base pay as the total premium payment~~ two dollars (\$2.00) as the total premium payment for each hour worked.

**d) Ordinance Footnote UP - TA to 04/25/23**

~~As a result of a future classification study, this section may be abolished or amended by the County after following the requirements of Article 20:~~

~~Section B.9(c) Library Clerk Differential~~

**e) DCSS and DA Legal Clerk/Court Differential UP - TA to CP 6/24/23**

Legal Clerks in the Department of Child Support Services, when assigned to work at 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 ~~n additional flat rate of two dollars and twenty five cents (\$2.00) 1.50/hour~~ nine six five and one half percent (9.65.5) for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.

**e) Client Services Technician Intake Differential Union modifies 7/5/23**

~~b)f) Client Services Technician (D72) in the Social Services Agency, when assigned the full range of Intake functions shall receive a differential approximately three and one quarter seven and one half five~~ four percent (3.25 7.50 5.5 4%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.

**g) Law Enforcement Records Technician/Specialist Differential UP - TA to CP 6/28**

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

•h) **Animal Control Dispatch Differential** ~~UP - TA to CTY 6/1/23~~

Up to three (3) clerical workers a day 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 be compensated an additional at the flat rate of one dollar and fifty cents seven and one half percent one dollar and seventy five cents (\$1.50 \$1.75 7.5%) per hour above the regular salary rate of their base pay for each hour actually worked.

•i) **Sr Library Clk, Library Clk Passport Duties Differential** ~~UP - TA to CP 6/24/23~~

When assigned by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional \$.75/hour seven five four and one half percent (\$1.50 7 5 4.5%) per hour of their base pay for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to obtain and maintain Passport Acceptance Agent authorization.

e)j) **Alternative Response VHHP Outreach Engagement Differential Incentive**

~~Union Withdraws 7/5/23 Packages with Side letter~~

~~Senior Health Services Representatives and Health Service Representatives who work at VHHP and work outside of a County facility, within the community, shall receive an additional dollar (\$1.00) of their base pay for each hour worked, outside of a County facility, with established community agencies and groups to identify unmet needs of designated populations in the area served; assist in planning services to meet those needs and avoid duplication of services. Through outreach activities, locate designated vulnerable community members and help provide education, services, and resources, by working with all community agencies and groups relevant to assigned area.~~

~~Senior Health Services Representatives and Health Service Representative who provide outreach support to the community shall receive one dollar and seventy twenty five cents (\$1.751.25) of their base pay for each hour worked.~~

~~No more than (10) Senior Health Services Representatives and Health Service Representatives who work at Valley Health and Homeless, Behavioral Health, and Reentry shall receive this differential at any one time.~~

~~Employees who work at locations or within programs where routine responsibilities require the ability to immediately respond to contentious and/or physical situations may not itself be hazardous; it is the continuous crisis intervention of the most vulnerable population that causes the extreme mental and emotional distress to employees who work at locations or within programs listed that shall receive an additional seven percent (7%) above their base pay for each hour worked.~~

~~1. This differential applies to Clerical Bargaining Unit employees in the following classifications:~~

~~Health Service Representative and Senior Health Service Representative  
Medical Unit Clerk  
Medical Office Specialist~~

Mental Health Office Specialist  
Office Specialist I/II/III and Senior Office Specialist

2. Assigned to work at the locations or within the programs listed:

Valley Health and Homeless  
Behavioral Health  
Custody Health (Main Jail or Elmwood)  
Reentry

**(e)(k) Benefits Support Differential Union withdraws and Packages with Side**

**letter 7/5/23**

The County shall pay no more than 80 Senior Health Services Representatives a stipend of \$175.00/month when certified to enroll in Covered California or provides training to other CBOs on public benefits and/or programs.

Specialist III and Senior Health Services Representatives who support benefit programs shall receive one dollar and seventy five cents (\$1.75) of their base pay for each hour worked.

Interviews applicants and clients by phone or in person; elicits personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirement to appropriate Agency to make final determination.

Or

Applies on the behalf of conserved clients by researching personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirements to appropriate Agency to make final determination.

Benefit Programs Include:  
Utilizing public benefit eligibility programs  
CALSAWs  
BenefitsCAL  
Medi-CAL Applications  
Representative Payee Reports  
Estate Administration

No more than (100) Office Specialist III and Senior Health Services shall receive this differential at any one time.

Clerical Bargaining Unit employees who support benefit programs shall be compensated an additional seven and one half percent (7.5%) above their base pay when assigned to

the following tasks:

1. Benefit programs include but not limited to:  
Utilizing public benefit eligibility programs  
CalSAWs  
BenefitsCAL  
Covered California  
Medi-CAL Applications  
Representative Payee Reports  
Estate Administration

#### **B.10- Lead Rotation Program**    **Union holds to 6/30/23 Proposal**

The County shall implement a lead rotation pilot program for eligible workers in the Clerical Unit. The purpose of this pilot program is to build bench-strength within departments and to expand leadership skills for Clerical workers.

The County and Union shall identify and choose no more than five (5) departments/areas/units to implement the lead rotation pilot. The County and the Union shall meet within ninety (90) days of ratification of the agreement to discuss, ~~determine criteria and agree upon select the designated areas/units for rotation. The parties agree to meet no less than twice per calendar year of this Agreement.~~

Each department/unit/area designated as a rotation of lead assignment, must pilot the rotation program for no less than three (3) months to determine the success of the program.

Within ninety (90) days, following the completion of each of this program's lead assignments, the parties shall meet to discuss continuation of the rotation pilot, if any. Discontinuation of this program shall be by mutual agreement.

The following may be considered prior to implementing a lead rotation program:-

- The department/unit/area must be absent a departmental agreement with provisions relating to the assignment of lead duties;
- There shall be consideration of schedules in assignment, i.e., shift, days, hours of work of the lead assignment;
- Size of department/unit/area and number of employees;
- Transition of existing lead, if any;
- Method of voluntary rotation;
- Length of individual assignment (no longer than 6 months duration);
- Criteria for evaluating success of pilot;
- Dates for evaluation

The following is criteria that must be used to participate in the lead pilot rotation assignment



program:

- Voluntary participation by individual workers;
- Workers assigned to lead rotations must be willing to perform all lead duties as listed in Appendix B – Section B.9 a(1 or 2)
- Workers are permanent, classified, not currently on initial probation and demonstrated knowledge and experience within the department/unit/area.
- Workers assigned to lead rotation must have demonstrated acceptable attendance history and workers whose attendance was impacted by a recognized event shall not be excluded.;
- Workers may not participate in the lead rotation if they have had formal disciplinary action issued and upheld within past three (3) years or unfavorable reports within the past two (2) years.
- Consideration of individual worker schedules, i.e., shift, days, hours of work must meet needs of lead assignment and, if selected, workers shall have the opportunity to adjust their schedule during the term of the rotation;
- The County shall provide adequate lead orientation, training and support to workers in the lead assignment. Management maintains the ability to remove a lead assignment from a worker for disciplinary cause. Should the worker not be able to adequately perform the duties of the lead assignment, the worker's Supervisor shall meet with the worker to discuss deficiencies, offer relevant training and classes and target dates for improvement, prior to removing the lead assignment.

Should a worker be removed from the lead assignment prior to the conclusion of the rotation period, the worker shall have the right to discuss the reasons for the removal of the duties.

### **B.11 Promotional Opportunity Program – UP TA to CP 6/28/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five twenty six (6 5-20-10) positions to be alternately staffed with existing classification within each classification outside the Clerical Bargaining Unit. A classification shall not be eliminated from this program due to having less than 20 10 the vacant positions available. A single classification in the unclassified service will be used for this program.

The positions will be a gradual growth of participants within classifications outside Clerical Bargaining Unit for every year until the term of the contract, they are as follows:

Year # 1 – 5 participants

Year # 2 – 8 participants

Year # 3 – 11 participants

And the same format allocated for the HSR/SHSR/EW

Year # 1 – 3 participants

Year # 2 – 4 participants

Year # 3 — 5 participants

If at any year there is less participants than the number allotted per any one year not reached then the number of participants will remain at the number from the previous year.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to discuss and determine the following: reach agreement on:

1. The departments that agree to participate in the Promotional Opportunity Program
2. A list of Vacant classifications will be generated from the departments participating in Promotional Opportunity Program.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers employees whose salary is below the targeted training classification.

~~In addition to the positions stated above, ten (10) positions listed above, the County shall also allocate the number of positions stated above five (5) Eligibility Worker positions during each Induction Training for Health Services Representatives and/or Senior Health Services Representatives for the same professional growth opportunity of this program.~~

~~In addition to the above, the County shall also allocate five (5) Health Service Representative positions for Client Services Technicians for the same professional growth opportunity of this program.~~

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

**B.12 - Executive Assistant I and Executive Assistant II Alternate Staffing** TA to CCL 5/15/23

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. 13 Alternate Staffing/Trainee** UP - TA to 6/12/23

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
~~Sr. Health Service Representative/Health Service Representative/Client Service Technician~~  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk II/Justice System Clerk I/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the 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 based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.

- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher-level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.14-- Confidential Clerical ~~TA to CCL 05/15/23~~**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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 as confidential 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.15 Weekend Off Provision - ~~UP TA to CP 05/12/23~~**

The following weekend off provisions shall apply, during the term of this Agreement, to all County Clerical ~~Bargaining Unit~~ workers in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at ~~Santa Clara Valley Health and Hospital System, County of Santa Clara Health Systems.~~

- 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. Such workers may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**B.16 – Request for Alternate Hours Schedule ~~UP MOVE to TA 4/18/23~~**

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

**B.17 Work Out of Classification (WOOC) ~~UP HOLD from 6/22/23 Union modifies Proposal 7/5/23~~**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select the worker to for the short-term WOOC assignment.

Should a short-term WOOC opportunity become a long term WOOC, the first day of the pay period

~~following the initial twenty (20) working days, management shall immediately post the WOOC opportunity to all clerical workers in the Department/Unit via County email and follow the Long Term WOOC criteria outlined below.~~

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Department/Unit, via County email, for seven (7) business days of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled by management.

~~All postings for WOOC shall include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work.~~

~~Absent a departmental agreement that addresses a WOOC assignment, the WOOC assignment shall be in order of seniority within the department/unit of those interested. WOOC shall be offered to classifications within the department/unit who are seeking experience for lateral or promotional pathway.~~

Short Term and Long Term WOOC opportunities shall not be offered to initial probationary workers only be offered to permanent workers who have completed their probationary period.

**NEW – 7/5/23 Packaged with Withdrawal of Differential of VHHP as proposed by Union**  
**Sideletter Agreement**  
**Between the County of Santa Clara**  
**And SEIU 521 Clerical Bargaining Unit**

The County and the Union agree that the safety of workers providing valuable support to Valley Homeless Healthcare Programs across the County are critical and imperative to the well-being of our community, along with the safety of clients in a supportive and non-confrontational manner.

The parties agree, that no later than September 1, 2023, the County shall assign a Sheriff Protective Services Officer (SPSO) to the following work VHHP Program work locations:

- 2011 Little Orchard
- 55 Old Tully Road (Respid Program)
- 725 East Santa Clara Street (HOPE Clinic/PSH)
- Alexian Clinic
- Mobile Medical Unit (when assigned within the community)

**NEW – 7/5/23 Packaged with Senior HSR Financial Counselor/Re-Determination Work  
Sideletter Agreement  
Between the County of Santa Clara  
And SEIU 521 Clerical Bargaining Unit**

The County and the Union shall meet and confer no later than thirty (30) days from ratification, on changes to working conditions where Senior HSR's in the Santa Clara County Healthcare System, are being added duties directly related to CalSAW re-determinations, enrollment, initial Medi-Cal enrollment and working directly within the SSA Upload, which is part of the Social Services Agency program. The parties shall address the added duties, including but not limited to differentials and classification studies.



Union  
6/22/23  
12:57  
507

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

CLERICAL UNIT

**SEIU CLERICAL COUNTER #7 TO COUNTY**

DATE: 6/22/23

TIME: \_\_\_\_\_

- |       |   |   |
|-------|---|---|
| B.1   | SALARY                                      | UP – HOLD CCL 5/22 (TITLES)             |
|       | REALIGNMENTS                                | UP – TA to CTY 5/12 & 5/17 (CLASS CHGS) |
|       |   | UP – MODIFIED 6/20                      |
| B.2*  | STAFF MEETINGS                              | UP – CCL to UP 6/12                     |
| B.3   | TRANSFER AND EXAMINATION SYSTEM             | UP – HOLD PENDING MASTER 6/12           |
|       | TRANSFER PILOT SIDE LETTER                  | UP – HOLD PENDING MASTER 6/12           |
| B.4   | UNION-COUNTY CLERICAL EDUCATION PROGRAM     | UP – CCL to UP 4/18                     |
| B.5*  | TIME OFF FOR CAREER ADVANCEMENT             | UP – TA to CCL 6/5                      |
| B.6*  | TYPING TESTS                                | UP – TA to CCL 5/12                     |
| B.7*  | TRAINING                                    | UP – TA to CCL 5/17                     |
| B.8*  | UNION LOGO                                  | UP – TA to CCL 5/12                     |
| B.9   | DIFFERENTIALS                               | UP – MODIFIED 6/12                      |
| B.10  | LEAD ROTATION PROGRAM                       | UP – HOLD to UP 4/18                    |
| B.11  | PROMOTIONAL OPPORTUNITY PROGRAM             | UP – TA FROM CTY 6/14                   |
| B.12* | EXECUTIVE ASSISTANT I/II ALTERNATE STAFFING | UP – SEIU & CTY TA to CCL 5/15          |
| B.13  | ALTERNATE STAFFING/TRAINEE                  | UP – TA to UP 6/12                      |
| B.14* | CONFIDENTIAL CLERICAL                       | UP – TA to CCL 5/15                     |
| B.15  | WEEKEND OFF PROVISION                       | UP – TA to CP 5/12                      |
| B.16* | REQUEST FOR ALTERNATE HOURS SCHEDULE        | UP – SEIU & CTY TA to CCL 6/20          |
| B.17  | WORK OUT OF CLASS                           | UP – MODIFIED to 6/22                   |

**SERVICE EMPLOYEE INTERNATIONAL UNION RESERVES THE RIGHT TO MAKE ADD, DELETE AND/OR MODIFY THESE PROPOSALS.**

**B.1 Salaries**

**UP – HOLD TO CCL TABLE TITLES) 5/22/23**  
**TA – TO CTY 5/12 OR 5/17 CLASSIFICATION CHANGES**

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

JOB CODE	<u>JOB TITLE CLASSIFICATION</u> JOB TITLE
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCUMENT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE SPECIALIST CLERK TA to CTY 5/17
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST

JOB CODE	<u>JOB TITLE CLASSIFICATION</u> JOB TITLE
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
D3F	MANAGED CARE INTAKE COORDINATOR - VHP TA to CTY 5/12
D79	MEDICAL ADMINISTRATIVE ASSISTANT I
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R21	PHARMACY ASSISTANT
D5H	PLANNING COMMISSIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVE
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK

JOB CODE	JOB TITLE CLASSIFICATION JOB TITLE
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
S2D	SURGERY SCHEDULER TA to CTY 5/12
E20	TELECOMMUNICATIONS SERVICES SPECIALIST TA to CTY 5/12
D11	TRANSCRIPTIONIST
D04	TUMOR REGISTRAR
D5J	TRANSLATOR/INTERPRETER TA to CTY 5/17
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT TA to CTY 5/12
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

REALIGNMENTS: **UP – MODIFIED 6/20/23**  
**UP – HOLD TO CCL TABLE TITLES 5/22/23**  
**TA – TO CTY 5/12 & 5/17 CLASSIFICATION CHANGES (see above)**

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	
D97	ACCOUNT CLERK II	
C60	ADMINISTRATIVE ASSISTANT	
D88	ASSESSMENT CLERK 2%	5.0% 5.5 7
D55	BOARD CLERK I	
D54	BOARD CLERK II	
<b>D81</b>	<b>CASHIER</b>	2.0% TA 3.5 4.5 6 8
F19	CHILD SUPPORT DOCUMENT EXAMINER	
F57	CLERK-RECORDER OFFICE SPECIALIST I 1.5 1.5	2.0% 4.5 7
F56	CLERK-RECORDER OFFICE SPECIALIST II <del>1.5</del>	2.0% 4.5 7
F55	CLERK-RECORDER OFFICE SPECIALIST III 2%	2.5% 3
D72	CLIENT SERVICES TECHNICIAN 3.25	3.0% 6.5 8.0 15
<b>G33</b>	<b>DATA ENTRY OPERATOR</b>	1.0% TA
<b>G34</b>	<b>DATA ENTRY OPERATOR TRAINEE</b>	1.5% TA
D03	DATA OFFICE SPECIALIST 4%	3.0% 7.0 8.5 15 20
G97	ELECTION SPECIALIST	
C29	EXECUTIVE ASSISTANT I	

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
C19	EXECUTIVE ASSISTANT II	
J69	HEALTH INFORMATION CLERK I	1.5% TA 5-0 8-5 11-5
J68	HEALTH INFORMATION CLERK II	1.0% 5-0 8-5 11-5
J67	HEALTH INFORMATION CLERK III	1.0% 5-0 8-5 11-5
J78	HEALTH INFORMATION TECHNICIAN I	
J77	HEALTH INFORMATION TECHNICIAN II	
D2E	HEALTH SERVICES REPRESENTATIVE	4.0% 5-0 5-5 7 20
G52	HOSPITAL COMMUNICATIONS OPERATOR	3.0% 4-5 5-5 7
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	2.5% 4-1 6-5 8
F37	JUSTICE SYSTEM CLERK II	0% 2-0 3-0 4
D5F	LAFCO OFFICE SPECIALIST CLERK	
D43	LAW ENFORCEMENT CLERK	1.5% 4-5% 5-5 7
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	CURRENT RECLASS 2.0% 4-0 5-5 7 11
F16	LEGAL CLERK TRAINEE	CURRENT RECLASS 1.0% 4-0 5-5 7 10
D70	LEGAL SECRETARY I	CURRENT RECLASS 2.0% 5-0 8-5 10 12
D66	LEGAL SECRETARY II	CURRENT RECLASS 2.5% 5-5 6
D74	LEGAL SECRETARY TRAINEE	CURRENT RECLASS 1.0% 4-5 7-5 9
J58	LIBRARY CIRCULATION AIDE	2.5% TA 7-5 10
E54	LIBRARY CLERK	CAN JUSTIFY 3.5% 5-0 11 15
E16	LIBRARY PAGE	9.75% TA 11 15 20
E24	LIBRARY TECHNICIAN	1A CAN JUSTIFY 6.75% 7-1 9-0 15
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	2.0% 4-0 5-5 7 8
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	2.0% 4-0 5-5 7 8
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	
D02	MEDICAL UNIT CLERK	3.0% 5-0 6-5 8
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	CTY OFFERED 1.5% 1.5% 2-0 4-5 7 8
D49	OFFICE SPECIALIST II	CTY OFFERED 1.0% 2.0% 4-5 7 10
D09	OFFICE SPECIALIST III	CTY OFFERED 1.0% 2.0% 3 10
P71	OPERATING ROOM CLERK	

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
D48	PATIENT BUSINESS SERVICES CLERK	4.0% 6-0 7-5 10
R21	PHARMACY ASSISTANT	1.5% TA
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	4.0% 9-0 9-5 10
D62	REVENUE COLLECTIONS CLERK	
E87	SENIOR ACCOUNT CLERK	
D83	SENIOR ASSESSMENT CLERK	
G32	SENIOR DATA ENTRY OPERATOR	
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR	
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE	4.5% 7-0 7-5 9 15
E39	SENIOR LIBRARY CLERK	3.0% 6-0 11 15 26
X09	SENIOR OFFICE SPECIALIST	
D45	SENIOR PATIENT BUSINESS SERVICES CLERK	3.0% 5-5 6 10
S2D	SURGERY SCHEDULER	2.0% 3-0 5-5 7 10
E20	TELECOMMUNICATIONS SERVICES SPECIALIST	
D11	TRANSCRIPTIONIST	
D04	TUMOR REGISTRAR	
D5J	TRANSLATOR/INTERPRETER	
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT	
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER	1.0%
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICE REPRESENTATIVE	4.5% 6-0 9-0 15
F5F	VITAL RECORDS SPECIALIST I	
F5E	VITAL RECORDS SPECIALIST II	

## B.2 - Staff Meetings – CCL TO UP 6/12/23

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).~~ ~~If discussion is related to the impact of clerical functions, working conditions, or implementation of such changes, the staff meeting shall not impact the Unions right to meet and confer.~~

## B.3 TRANSFER AND EXAMINATION SYSTEM - UP – HOLD TO MASTER 6/12/23

~~1. The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These information kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:~~

~~County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and county wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar business days.~~
- ~~b) \_\_\_\_\_ Information will be updated on the County intranet website and internet websites as revised information is available.~~

### 2. Voluntary Transfer Opportunities

~~The County shall continue a transfer information system which workers access on-line to obtain information on transfer opportunities for classifications within Clerical Bargaining Unit resulting from:~~

- ~~a) \_\_\_\_\_ New positions authorized to the department, and~~
- ~~b) \_\_\_\_\_ 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.~~

### 3. Lateral Transfer

~~Lateral transfers will be posted on the County website. Both permanent and probationary workers may apply. Workers in a classification who wish to transfer to another position in the same classification within the County may apply online. If there are five or more names within the same classification on the transfer list, the County will interview the five most senior employees, based on days of accrued service and select one. If there are less than five qualified workers within the same classification, then all must be interviewed prior to requesting the appropriate Merit system eligible list. The filing of vacancies by transfer shall be consistent with Merit System rule Section A25-184c.~~

~~Probationary workers shall not have their probationary period extended due to lateral transfer if it is within the same classification. Workers who transfer to another position in a different classification must serve a new probationary period.~~

#### 4. Administrative Transfers

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

- a) — Volunteers in order of most ~~seniority~~ ~~County service seniority~~ by days of accrued service ~~with the County~~.
- b) — Assigned by inverse order of most ~~seniority~~ ~~County Service seniority~~ by days of accrued service ~~with the County~~.

NOTE: Upon Union request, the County will meet and confer on the group of workers ~~employees being designated for the seniority purposes of this section~~.

- c) 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 campus~~ shall be considered to be in one and the same geographical location.



Sideletter between County of Santa Clara  
and  
SEIU Local 521 Clerical Unit

**B.3 TRANSFER PILOT - HOLD TO 6/12/23 AND OUTCOME AT MASTER**

Within sixty (60) calendar days following ratification of the labor agreement, the County of Santa Clara and SEIU Local 521 Clerical Unit mutually agree to:

The County will use the existing transfer opportunities site to post transfer opportunities in the following Clerical Bargaining Unit for all classifications that the County intends to shall fill:

- ~~Account Clerk II~~
- ~~Administrative Assistant~~
- ~~Client Services Technician~~
- ~~Health Services Representative~~
- ~~Medical Unit Clerk~~
- ~~Office Specialist II~~
- ~~Office Specialist III~~
- ~~Senior Health Services Representative~~

Employees in Clerical Bargaining Unit classifications will be able to access this site on-line. This section supersedes Appendix B.3 – ~~Transfer and Examination System for the classifications listed above.~~

1. Job announcements for the quarterly transfer list shall be posted for ten (10) working days quarterly. The first ten (10) working day posting will commence the first full pay period of the fiscal year quarter beginning July 1, 2023 and will continue every quarter. All job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org). The four “quarters” of each fiscal year start on: 1) July 1; 2) October 1; 3) January 1; and 4) April 1.

2. The job announcement will have questions that allow the employee to choose transfer preferences which may include:

- Unit/Department
- Location
- Shift
- Code Status (i.e., Full-Time Equivalent Status, such as .5, .6, .7, .75, .8, .9, or 1.0)

3. Employees in Clerical Bargaining Unit classifications only need to apply on the quarterly transfer list once per quarter. Should a clerical worker wish to change any component of their transfer preference they must wait until the next quarter posting.

Once this process is completed, the newly created quarterly transfer list shall be considered the most current transfer list and the previous list will be abolished. Employees must apply each quarter to be on that quarter’s transfer list.

The County shall be able to conduct open-competitive or promotional recruitments concurrently with transfer postings. Should a vacancy be posted as promotional or open-competitive, any clerical worker interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

4. To be eligible to apply for the quarterly transfer posting, a clerical worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the fifteen percent (15%) transfer band. (HOLD FOR MASTER LANGUAGE 5/9/23)

5. To be removed from the quarterly transfer list, clerical workers must submit a request in writing to ESA Human Resources, currently [hr@esa.sccgov.org](mailto:hr@esa.sccgov.org). Question: If an offer is made and declined are you removed from the current list?

6. Clerical workers who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County ordinance section A25-175.

7. This Pilot Agreement shall remain in effect as a pilot from date of execution by the parties through June 30, 2024. This Pilot Agreement shall expire by its own terms on June 30, 2024 and shall not be considered the status quo. The parties will assess the Pilot Agreement quarterly ~~four "quarters"~~ of each fiscal year starting on: 1) July 31; 2) October 31; 3) January 31; and 4) April 30, 2024.

**B.4 Union-County Clerical Education Program UP – CCL TO 4/18**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar business days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) ~~fourteen thousand dollar (\$14,000)~~ fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9 Differentials UP – MODIFIED 6/12/23**

a) **Lead Differential UP – HOLD to 4/18/23**

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 20.2 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Business Services Clerk
Medical Administrative Assistant I	Vital Records Specialist II

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 27.

b) **Legal Secretary I ~~II~~ Differential UP MODIFIED TO CCL**

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

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

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

- c) **Library Clerk Differential UP – HOLD to 5/22/23 & MODIFIED TO CTY 6/14 - TA**  
Incumbents in the class of Library Clerk, when in charge of circulation services for two (2) or more hours on Saturday or Sunday and (any day worked) in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive ~~one dollar and seventy five cents (\$1.75) an additional nine seven percent (9.7%) of their base pay as the total premium payment~~ two dollars (\$2.00) as the total premium payment for each hour worked.

d) ~~Ordinance Footnote - UP – TA to 04/25/23~~

~~As a result of a future classification study, this section may be abolished or amended by the County after following the requirements of Article 20:~~

~~Section B.9(c) Library Clerk Differential~~

- d) **DCSS and DA Legal Clerk/Court Differential** **UP – MODIFIED FROM 6/20/23**  
 Legal Clerks in the Department of Child Support Services, when assigned to work at 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 ~~an additional flat rate of two dollars and twenty five cents (\$2.00~~ **flat rate of two dollars and twenty five cents (\$2.00** ~~1.50/hour) nine six five and one half percent (9 6 5.5~~ **1.50/hour) five four and one half percent (5 4 5.5)** for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.
- e) **Client Services Technician Intake Differential** **UP – MODIFIED 6/20/23**  
 Client Services Technician (D72) in the Social Services Agency, when assigned the full range of Intake functions shall receive a differential approximately ~~three and one quarter seven and one half five four and one half~~ **three and one quarter seven and one half five four and one half** percent (~~3.25 7.50 5.5 4.5~~ **3.25 7.50 5.5 4.5**%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.
- f) **Law Enforcement Records Technician/Specialist Differential** **UP – CCL to 4/18**  
 In lieu of filling these positions at the Specialist level, for rotation purposes the department ~~may shall~~ pay a ~~ten percent (10%)~~ **ten percent (10%)** differential to ~~the~~ Law Enforcement Records Technicians assigned to perform Specialist ~~level~~ work, not to exceed the number of FTE's allocated.
- g) **Animal Control Dispatch Differential** **UP – TA TO CTY 6/1/23**  
 Up to ~~three (3)~~ **three (3)** clerical workers a day 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 be compensated ~~an additional at the flat rate of one dollar and fifty cents seven and one half percent one dollar and seventy five cents (\$1.50 \$1.75 7.5%)~~ **an additional at the flat rate of one dollar and fifty cents seven and one half percent one dollar and seventy five cents (\$1.50 \$1.75 7.5%)** per hour above the regular salary rate of their base pay for each hour actually worked.
- h) **Sr Library Clk, Library Clk Passport Duties Differential** **UP – HOLD FROM 6/20**  
 When assigned by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive ~~an additional \$.75/hour seven five four and one half percent (\$1.50 7 5 4.5%)~~ **an additional \$.75/hour seven five four and one half percent (\$1.50 7 5 4.5%)** per hour of their base pay for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to obtain and maintain Passport Acceptance Agent authorization.
- i) **Alternative Response Outreach Engagement Incentive Differential** **UP – HOLD FROM 6/20/23 - Modified**

Senior Health Services Representatives and Health Service Representatives who work with established community agencies and groups to identify unmet needs of designated populations in the area served; assist in planning services to meet those needs and avoid duplication of services. Through outreach activities, locate designated vulnerable community members and help provide education, services, and resources, by working with all community agencies and groups relevant to assigned area.

Senior Health Services Representatives and Health Service Representative who provide outreach support to the community shall receive one dollar and seventy-two cents (\$1.72) of their base pay for each hour worked.

No more than (10) Senior Health Services Representatives and Health Service Representatives who work at Valley Health and Homeless, Behavioral Health, and Reentry shall receive this differential at any one time.

Employees who work at locations or within programs where routine responsibilities require the ability to immediately respond to contentious and/or physical situations may not itself be hazardous; it is the continuous crisis intervention of the most vulnerable population that causes the extreme mental and emotional distress to employees who work at locations or within programs listed that shall receive an additional seven percent (7%) above their base pay for each hour worked.

1. This differential applies to Clerical Bargaining Unit employees in the following classifications:

Health Service Representative and Senior Health Service Representative  
Medical Unit Clerk  
Medical Office Specialist  
Mental Health Office Specialist  
Office Specialist I/II/III and Senior Office Specialist

2. Assigned to work at the locations or within the programs listed:

Valley Health and Homeless  
Behavioral Health  
Custody Health (Main Jail or Elmwood)  
Reentry

•j) **Benefits Support Differential UP – MODIFIED FROM 6/20/23**

The County shall pay no more than 80 Senior Health Services Representatives a stipend of \$175.00/month when certified to enroll in Covered California or provides training to other ~~pos~~ on public benefits and/or programs.

Specialist III and Senior Health Services Representatives who support benefit programs shall receive one dollar and seventy-five cents (\$1.75) of their base pay for each hour worked.

Interviews applicants and clients by phone or in person; elicits personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirement to appropriate Agency to make final determination.

Or

Applies on the behalf of conserved clients by researching personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirements to appropriate Agency to make final determination.

Benefit Programs Include:

Utilizing public benefit eligibility programs

CALSAWs

BenefitsCAL

Medi-CAL Applications

Representative Payee Reports

Estate Administration

No more than (100) Office Specialist III and Senior Health Services shall receive this differential at any one time.

Clerical Bargaining Unit employees who support benefit programs shall be compensated an additional seven and one half percent (7.5%) above their base pay when assigned to the following tasks:

e1. Benefit programs include but not limited to:

Utilizing public benefit eligibility programs

CalSAWs

BenefitsCAL

Covered California

Medi-CAL Applications

Representative Payee Reports

Estate Administration

#### B.10- Lead Rotation Program **UP – HOLD 4/18/23**

The County shall implement a lead rotation pilot program for eligible workers in the Clerical Unit. The purpose of this pilot program is to build bench-strength within departments and to expand leadership skills for Clerical workers.

The County and Union shall identify and choose no more than five (5) departments/areas/units to implement the lead rotation pilot. The County and the Union shall meet within ninety (90) days of ratification of the agreement to discuss and select the designated areas/units for rotation.

Each department/unit/area designated as a rotation of lead assignment, must pilot the rotation program for no less than three (3) months to determine the success of the program.

Within ninety (90) days, following the completion of each of this program's lead assignments, the parties shall meet to discuss continuation of the rotation pilot, if any. Discontinuation of this



program shall be by mutual agreement.

The following may be considered prior to implementing a lead rotation program:

- The department/unit/area must be absent a departmental agreement with provisions relating to the assignment of lead duties;
- There shall be consideration of schedules in assignment, i.e., shift, days, hours of work of the lead assignment;
- Size of department/unit/area and number of employees;
- Transition of existing lead, if any;
- Method of voluntary rotation;
- Length of individual assignment (no longer than 6 months duration);
- Criteria for evaluating success of pilot;
- Dates for evaluation

The following is criteria that must be used to participate in the lead pilot rotation assignment program:

- Voluntary participation by individual workers;
- Workers assigned to lead rotations must be willing to perform all lead duties as listed in Appendix B – Section B.9 a(1 or 2)
- Workers are permanent, classified, not currently on initial probation and demonstrated knowledge and experience within the department/unit/area.
- Workers assigned to lead rotation must have demonstrated acceptable attendance history and workers whose attendance was impacted by a recognized event shall not be excluded.;
- Workers may not participate in the lead rotation if they have had formal disciplinary action issued and upheld within past three (3) years or unfavorable reports within the past two (2) years.
- Consideration of individual worker schedules, i.e., shift, days, hours of work must meet needs of lead assignment and, if selected, workers shall have the opportunity to adjust their schedule during the term of the rotation;
- The County shall provide adequate lead orientation, training and support to workers in the lead assignment. Management maintains the ability to remove a lead assignment from a worker for disciplinary cause. Should the worker not be able to adequately perform the duties of the lead assignment, the worker's Supervisor shall meet with the worker to discuss deficiencies, offer relevant training and classes and target dates for improvement, prior to removing the lead assignment.

Should a worker be removed from the lead assignment prior to the conclusion of the rotation period, the worker shall have the right to discuss the reasons for the removal of the duties.

**B.11 Promotional Opportunity Program** **UP – HOLD FROM 6/12/23**

*8 and all*

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of ~~five twenty (5-20-10)~~ positions to be alternately staffed ~~with existing classification within each classification~~ outside the Clerical Bargaining Unit. ~~A classification shall not be eliminated from this program due to having less than 20 10 the vacant positions available. A single classification in the unclassified service will be used for this program.~~

~~The positions will be a gradual growth of participants within classifications outside Clerical Bargaining Unit for every year until the term of the contract, they are as follows:~~

~~Year # 1 – 5 participants~~

~~Year # 2 – 8 participants~~

~~Year # 3 – 11 participants~~

~~And the same format allocated for the HSR/SHSR/EW~~

~~Year # 1 – 3 participants~~

~~Year # 2 – 4 participants~~

~~Year # 3 – 5 participants~~

~~If at any year there is less participants than the number allotted per any one year not reached then the number of participants will remain at the number from the previous year.~~

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement ~~by the Board of Supervisors~~ to discuss and determine the following: ~~reach agreement on:~~

- ~~1. The departments that agree to participate in the Promotional Opportunity Program~~
- ~~2. A list of Vacant classifications will be generated from the departments participating in Promotional Opportunity Program.~~

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers **employees** whose salary is below the targeted training classification.

~~In addition to the positions stated above, ten (10) positions listed above, the County shall also allocate the number of positions stated above five (5) Eligibility Worker positions during each Induction Training for Health Services Representatives and/or Senior Health Services Representatives for the same professional growth opportunity of this program.~~

~~In addition to the above, the County shall also allocate five (5) Health Service Representative positions for Client Services Technicians for the same professional growth opportunity of this program.~~

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

#### **B.12 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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. 13 Alternate Staffing/Trainee UP – TA to 6/12/23**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
~~Sr. Health Service Representative/Health Service Representative/Client Service Technician~~  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk II/Justice System Clerk I/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

•a) The hiring authority, as an alternative to appointing directly to the higher

classification, 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 the 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 based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher-level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.14- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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 as confidential 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.15 Weekend Off Provision - UP - TA to CP 05/12/23**

The following weekend off provisions shall apply, during the term of this Agreement, to all County Clerical ~~Bargaining Unit~~ workers in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at ~~Santa Clara Valley Health and Hospital System~~. County of Santa Clara Health Systems.

- 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. Such workers may rescind the signed waiver with a fourteen (14)

calendar day notice to management.

-1A

**B.16 – Request for Alternate Hours Schedule UP HOLD TO CCL 4/18/23**

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

**B.17 Work Out of Classification (WOOC) UP – MODIFIED TO 6/12/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select the worker to for the short-term WOOC assignment.

Should a short-term WOOC opportunity become a long-term WOOC, the first day of the pay period following the initial twenty (20) working days, management shall immediately post the WOOC opportunity to all clerical workers in the Department/Unit via County email and follow the Long-Term WOOC criteria outlined below.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Department/Unit, via County email, for seven (7) business days, of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is immediately posted and filled by management.

All postings for WOOC shall include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work.

Absent a departmental agreement that addresses a WOOC assignment, the WOOC assignment shall be in order of seniority within the department/unit of those interested. WOOC shall be offered to classifications within the department/unit who are seeking experience for lateral or promotional pathway.

The County shall send notice via email the name of the employee who was selected, start and end date of the WOOC assignment.

Short Term and Long Term WOOC opportunities shall only be offered to permanent workers who have completed their probationary period.

APPENDIX B – CLERICAL UNIT

**B.1 - Salaries**

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

County  
2022  
6/21/23  
Doc

Job Code	Job Title
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	<del>LAFCO OFFICE SPECIALIST</del> <u>CLERK</u>
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

<b>Job Code</b>	<b>Job Title</b>
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
<u>D3F</u>	<u>MANAGED CARE INTAKE COORDINATOR VHP</u>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R2I	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

From: SCCo To: SEIU June 21, 2023

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New language is underlined.

Deleted language is ~~struck-through~~.

Current contract language is CCL.



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Job Code	Job Title
D5J	<u>TRANSLATOR/INTERPRETER</u>
D04	TUMOR REGISTRAR
D35	VALLEY HEALTH PLAN ASSISTANT
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

**REALIGNMENTS**

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
G60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
D81	CASHIER	2.00 3.58%
F19	CHILD SUPPORT DOCMNT EXAMINER	0.60%
F57	CLERK-RECORDER OFFICE SPC I	4.50%
F56	CLERK-RECORDER OFFICE SPC II	2.66%
F5G	CLERK-RECORDER OFFICE SPC II-U	2.66%
F55	CLERK-RECORDER OFFICE SPC III	0.82%
F5D	CLERK-RECORDER OFFICE SPEC I-U	4.50%
D72	CLIENT SERVICES TECHNICIAN	2.52%
D7F	CLIENT SERVICES TECHNICIAN-U	2.52%
G33	DATA ENTRY OPERATOR	1.00 4.19%
G34	DATA ENTRY OPERATOR TRAINEE	1.50 5.48%

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D03	DATA OFFICE SPECIALIST	1.66%
G97	ELECTION SPECIALIST	0.09%
G9B	ELECTION WORKER I - EH	3.74%
G9C	ELECTION WORKER II - EH	2.66%
G9L	ELECTIONS AIDE - EXTRA HELP	4.13%
C29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I - U	0.58%
C19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II - U	0.25%
J69	HEALTH INFORMATION CLERK I	1.50%
Z69	HEALTH INFORMATION CLERK I - U	1.50%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II - U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III - U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	6.15%
D2G	HEALTH SERVICES REP - U	6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	2.89%
Q38	JUSTICE SYSTEM CLERK I - U	2.89%
F37	JUSTICE SYSTEM CLERK II	1.76%
Q3A	JUSTICE SYSTEM CLERK II - U	1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK - U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH - U	0.55%
F14	LEGAL CLERK	0.82%
Q4G	LEGAL CLERK - U	0.82%
F16	LEGAL CLERK TRAINEE	1.28%
Q43	LEGAL CLERK TRAINEE - U	1.28%
D70	LEGAL SECRETARY I	0.51%
W36	LEGAL SECRETARY I - U	0.51%
D74	LEGAL SECRETARY TRAINEE	2.61%
W37	LEGAL SECRETARY TRN - U	2.61%
J58	LIBRARY CIRCULATION AIDE	2.50 3.85%
E54	LIBRARY CLERK	2.54%
W1K	LIBRARY CLERK - U	2.54%

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E16	LIBRARY PAGE	9.75 50%
E1D	LIBRARY PAGE - U	9.75 50%
E24	LIBRARY TECHNICIAN	6.75 50%
Q7C	MEDICAL ADMIN ASISTANT I - U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.26%
Q7B	MEDICAL ADMIN ASSISTANT II - U	0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST - U	1.46%
D02	MEDICAL UNIT CLERK	2.35%
E64	MENTAL HEALTH OFFICE SPEC	2.16%
D51	OFFICE SPECIALIST I	1.50%
V64	OFFICE SPECIALIST I - U	1.50%
D49	OFFICE SPECIALIST II	1.00 4.27%
V33	OFFICE SPECIALIST II - U	1.00 4.27%
D09	OFFICE SPECIALIST III	1.00 2.66%
V31	OFFICE SPECIALIST III - U	1.00 2.66%
P71	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	4.99%
U48	PATIENT BUSINESS SERV CLERK - U	4.99%
R2I	PHARMACY ASSISTANT	1.50%
U2P	PHARMACY ASSISTANT - U	1.50%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER - U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST - U	3.98%
D3A	RESOURCES SCHEDULING REP	0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK - U	2.35%
Q9F	SENIOR ACCOUNT CLERK - U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK - U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	3.40%
D1G	SR HEALTH SERVICES REP - U	3.40%
E39	SR LIBRARY CLERK	0.64%
W1H	SR LIBRARY CLERK - U	0.64%

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X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK – U	0.60%
D45	SR PATIENT BUSINESS SVCS CLK	0.60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER – U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT-U	1.50%
D4M	VHP CLAIMS EXAMINER	1.00 0.90%
Z1N	VHP CLAIMS EXAMINER - U	1.00 0.90%
D25	VHP MEMBER SERVICES REP	1.50 0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

**B.2 - Staff Meetings COUNTY HOLDING TO CP 05/12/23**

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 CP CCL 05/30/23**

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at [connect.sccgov.org](http://connect.sccgov.org) and County internet (external) website at [www.sccjobs.org](http://www.sccjobs.org) which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar days.

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- b) Information will be updated on the County intranet website and internet websites as revised information is available.

**B.4 - Union-County Clerical Education Program CP CCL 05/30/23 - TA**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9 7 - Differentials**

a) **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~~ that meet the criteria listed below:

1. ~~That the Lead role be is assigned in relation to lead~~ a minimum of 4.5 full-time equivalents working ~~on~~ 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 is assigned in relation to lead~~ 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 20.2 of the Master Agreement:

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Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Bus. Services Clerk
* <u>Legal Secretary I</u> *	Vital Records Specialist II
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 27.

b) **Legal Secretary I Differential**

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

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

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

c) **Library Clerk Differential**

Incumbents in the class of Library Clerk, 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 two ~~one~~ dollars and ~~seventy five cents~~ (\$2.00 ~~1.75~~) as the total premium payment for each hour worked. TW

d) **Ordinance Footnote**

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

Section B.9(c) Library Clerk I/II Differential

- ed) **DCSS and DA Legal Clerk/Court Differential**  
Legal Clerks in the Department of Child Support Services, when assigned to work at 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 one dollar and seventy-five cents (\$1.7550) per hour for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.
- fe) **Client Services 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 and one half quarter percent (3.5025%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.
- gf) **Law Enforcement Records Technician/Specialist Differential**  
In lieu of filling a Law Enforcement Records Specialist code with a these positions at the Specialist level, the department may, for rotation purposes assign a Law Enforcement Records Technician to Specialist responsibilities and the department may pay that worker a ten percent (10%) differential while they perform those Specialist responsibilities. to Law Enforcement Records Technicians assigned to perform Specialist work, The number of Law Enforcement Records Technicians receiving this differential shall not to exceed the number of FTE's allocated to the Law Enforcement Records Specialist classification.
- hg) **Animal Control Dispatch Differential**  
Up to three (3) clerical workers a day 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 be compensated at the flat rate of one dollar and seventy-five fifty cents (\$1.7550) per hour above the regular salary rate for each hour actually worked.
- ih) **Senior Library Clerk, Library Clerk Passport Duties Differential**  
When assigned to Passport duties by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional one dollar (\$1.00) 0.75 per hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to receive this differential, obtain and maintain Passport Acceptance Agent authorization.

**B.10 8 - Promotional Opportunity Project**



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During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five (5) positions to be alternately staffed with existing SEIU classifications ~~outside the Clerical Bargaining Unit~~. A single classification in the unclassified service will be used for this program.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers whose salary is below the targeted training classification.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

**B.11 9 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

From: SCCo To: SEIU June 21, 2023

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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 40 - Alternate Staffing/Trainee COUNTY AND SEIU TA 06/12/23**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk I/Justice System Clerk II/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the eligibles be certified from the appropriate lower level eligible list.
- b) Selection of workers ~~persons~~ at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, level should be based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.

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- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.13 44 - Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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.

The County of Santa Clara has the right to add, delete and/or modify these proposals

Any incumbent in a classified position which is designated as confidential 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 12 - Weekend Off Provision PENDING MAIN TABLE REVIEW**

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 County of Santa Clara Health System ~~Santa Clara Valley Health and Hospital System~~.

- 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. Such worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**B.15 – Request for Alternate Hours Schedule COUNTY REVERT TO CCL 06/21/23 - TA**

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

**B.16 5-13– Work Out of Classification (WOOC) CP REVERT TO CCL 06/06/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.

The County of Santa Clara has the right to add, delete and/or modify these proposals

Management reserves the right to temporarily staff a new long term WOOC assignment as if it were a short term WOOC. The short term WOOC assigned may only last the period it takes to fill the long term WOOC assignment via the normal long term WOOC processes.

\*\*\*\*\*

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

CLERICAL UNIT

**SEIU CLERICAL COUNTER #6 TO COUNTY**

DATE: **6/20/23**

TIME: \_\_\_\_\_

- B.1 SALARY & REALIGNMENT UP – HOLD CCL 5/22 (TITLES)  
UP – TA to CTY 5/12 & 5/17 (CLASS CHGS)  
UP – MODIFIED REALIGNMENTS 5/30
- B.2\* STAFF MEETINGS UP – HOLD FROM 6/12
- B.3 TRANSFER AND EXAMINATION SYSTEM UP – HOLD TO MASTER 6/12  
TRANSFER PILOT SIDE LETTER UP – HOLD FROM MASTER 6/12
- B.4 UNION-COUNTY CLERICAL EDUCATION PROGRAM UP – HOLD FOR MASTER 6/1
- B.5\* TIME OFF FOR CAREER ADVANCEMENT UP – TA to CCL 6/5
- B.6\* TYPING TESTS UP – TA to CCL 5/12
- B.7\* TRAINING UP – TA to CCL 5/17
- B.8\* UNION LOGO UP – TA to CCL 5/12
- B.9 DIFFERENTIALS UP – MODIFIED 6/12
- B.10 LEAD ROTATION PROGRAM UP – HOLD to 4/18
- B.11 PROMOTIONAL OPPORTUNITY PROGRAM UP – HOLD to 6/12
- B.12\* EXECUTIVE ASSISTANT I/II ALTERNATE STAFFING UP – TA to CCL 5/12
- B.13 ALTERNATE STAFFING/TRAINEE UP – TA to 6/12
- B.14\* CONFIDENTIAL CLERICAL UP – TA to CCL 5/15
- B.15 WEEKEND OFF PROVISION (CTY MOD 6/14 TO PENDING MASTER) UP – TA to CP 5/12
- B.16\* REQUEST FOR ALTERNATE HOURS SCHEDULE UP – HOLD to CCL 4/18
- B.17 WORK OUT OF CLASS UP – MODIFY to 6/12

SERVICE EMPLOYEE INTERNATIONAL UNION RESERVES THE RIGHT TO MAKE ADD,  
DELETE AND/OR MODIFY THESE PROPOSALS

**B.1 Salaries**

**UP – HOLD TO CCL TABLE TITLES) 5/22/23  
TA – TO CTY 5/12 OR 5/17 CLASSIFICATION CHANGES**

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

<b>JOB CODE</b>	<b>JOB TITLE CLASSIFICATION JOB TITLE</b>
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCUMENT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE SPECIALIST CLERK <b>TA to CTY 5/17</b>
D43	LAW ENFORCEMENT CLERK

JOB CODE	<u>JOB TITLE</u> <u>CLASSIFICATION</u> <u>JOB TITLE</u>
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
D3F	MANAGED CARE INTAKE COORDINATOR - VHP TA to CTY 5/12
D79	MEDICAL ADMINISTRATIVE ASSISTANT I
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R21	PHARMACY ASSISTANT
D5H	PLANNING COMMISSIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVE
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE



JOB CODE	<u>JOB TITLE CLASSIFICATION</u> JOB TITLE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
S2D	SURGERY SCHEDULER TA to CTY 5/12
E20	TELECOMMUNICATIONS SERVICES SPECIALIST TA to CTY 5/12
D11	TRANSCRIPTIONIST
D04	TUMOR REGISTRAR
D5J	TRANSLATOR/INTERPRETER TA to CTY 5/17
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT TA to CTY 5/12
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

**Realignments:** **UP – MODIFY REALIGNMENTS FROM 5/30/23**  
**UP – HOLD TO CCL TABLE TITLES 5/22/23**  
**TA – TO CTY 5/12 OR 5/17 CLASSIFICATION CHANGES (see above)**

JOB CODE	<u>JOB TITLE CLASSIFICATION</u>	<u>REALIGNMENT</u>
D98	ACCOUNT CLERK I	
D97	ACCOUNT CLERK II	
C60	ADMINISTRATIVE ASSISTANT	
D88	ASSESSMENT CLERK - <i>connect to AS III - will be after the regular BW.I</i> (2%)	5.0% 5-5 7
D55	BOARD CLERK I	
D54	BOARD CLERK II <i>19%</i>	
D81	CASHIER <i>19%</i> (2) -TA	3.5% 4-5 6 8
F19	CHILD SUPPORT DOCUMENT EXAMINER	
F57	CLERK-RECORDER OFFICE SPECIALIST I <i>6%</i> (2)	2.0% 4-5 7
F56	CLERK-RECORDER OFFICE SPECIALIST II <i>6%</i> (2)	2.0% 4-5 7
F55	CLERK-RECORDER OFFICE SPECIALIST III <i>3.3%</i> (2)	2.5% 3
D72	CLIENT SERVICES TECHNICIAN <i>3%</i> (3)	6.5% 8-0 15
<b>G33</b>	<b>DATA ENTRY OPERATOR</b> <i>to 6%</i>	1.0% TA
<b>G34</b>	<b>DATA ENTRY OPERATOR TRAINEE</b>	1.5% TA
D03	DATA OFFICE SPECIALIST <i>6.6%</i> (4)	7.0% 8-5 15 20
G97	ELECTION SPECIALIST	

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
C29	EXECUTIVE ASSISTANT I	
C19	EXECUTIVE ASSISTANT II	
J69	HEALTH INFORMATION CLERK I	13.9% 14% (1.5) -TA 5.0% 8.5 11.5
J68	HEALTH INFORMATION CLERK II	(1.5) (1) 5.0% 8.5 11.5
J67	HEALTH INFORMATION CLERK III	(1.5) (1) 5.0% 8.5 11.5
J78	HEALTH INFORMATION TECHNICIAN I	
J77	HEALTH INFORMATION TECHNICIAN II	
D2E	HEALTH SERVICES REPRESENTATIVE	5.2% (4) 5.0% 5.5 7 20
G52	HOSPITAL COMMUNICATIONS OPERATOR	9.1% (3) 4.5% 5.5 7
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	4.1% (2.5) 4.1% 6.5 8
F37	JUSTICE SYSTEM CLERK II	No Comm (2) 2.0% 3.0 4
D5F	LAFCO OFFICE SPECIALIST CLERK	5.4% (1.5) 4.5% 5.5 7
D43	LAW ENFORCEMENT CLERK	(1.5) 4.5% 5.5 7
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	12% (2) 4.0% 5.5 7 11
F16	LEGAL CLERK TRAINEE	(1) 4.0% 5.5 7 10
D70	LEGAL SECRETARY I	9.3 (2) 5.0% 8.5 10 12
D66	LEGAL SECRETARY II	9.1 (2.5) 5.5% 6
D74	LEGAL SECRETARY TRAINEE	9.2 (1) 4.5% 7.5 9
J58	LIBRARY CIRCULATION AIDE	4.3 2.5% -TA 2.5% TA 7.5 10
E54	LIBRARY CLERK	10.2 (3.5) 5.0% 11 15
E16	LIBRARY PAGE	11.1 9.75% -TA 9.75% TA 11 15 20
E24	LIBRARY TECHNICIAN	13.7 10.75% -TA 7.1% 9.0 15
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	10.2 (20%) 4.0% 5.5 7 8
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	(20%) 4.0% 5.5 7 8
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	
D02	MEDICAL UNIT CLERK	9.4% (30%) 5.0% 6.5 8
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	9.8 (1.5) 2.0% 4.5 7 8
D49	OFFICE SPECIALIST II	12.5 (2) 2.0% 4.5 7 10
D09	OFFICE SPECIALIST III	11.4 (2) 2.5% 3 10

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
P71	OPERATING ROOM CLERK	
D48	PATIENT BUSINESS SERVICES CLERK	6.0% 7.5 10
<b>R21</b>	<b>PHARMACY ASSISTANT</b>	1.5% TA
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	9.0% 9.5 10
D62	REVENUE COLLECTIONS CLERK	
E87	SENIOR ACCOUNT CLERK	
D83	SENIOR ASSESSMENT CLERK	
G32	SENIOR DATA ENTRY OPERATOR	
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR	
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE	7.0% 7.5 9 15
E39	SENIOR LIBRARY CLERK	6.0% 11 15 26
X09	SENIOR OFFICE SPECIALIST	
D45	SENIOR PATIENT BUSINESS SERVICES CLERK	3.0% 5.5 6 10
S2D	SURGERY SCHEDULER	3.0% 5.5 7 10
E20	TELECOMMUNICATIONS SERVICES SPECIALIST	
D11	TRANSCRIPTIONIST	
D04	TUMOR REGISTRAR	
D5J	TRANSLATOR/INTERPRETER	
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT	
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER	
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICE REPRESENTATIVE	6.0% 9.0 15
F5F	VITAL RECORDS SPECIALIST I	
F5E	VITAL RECORDS SPECIALIST II	

**B.2 - Staff Meetings – UP HOLD FROM 6/12/23**

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). **If discussion is related to the impact of clerical functions,**

working conditions, or implementation of such changes, the staff meeting shall not impact the Unions right to meet and confer.

### **B.3 TRANSFER AND EXAMINATION SYSTEM - UP – HOLD TO MASTER 6/12/23**

1. The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These information kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA — Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar business days.
- b) ——— Information will be updated on the County intranet website and internet websites as revised information is available.

### **2. Voluntary Transfer Opportunities**

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

- a) ——— New positions authorized to the department, and
- b) ——— 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.

### **3. Lateral Transfer**

Lateral transfers will be posted on the County website. Both permanent and probationary workers may apply. Workers in a classification who wish to transfer to another position in the same classification within the County may apply online. If there are five or more names within the same classification on the transfer list, the County will interview the five most senior employees, based on days of accrued service and select one. If there are less than five qualified workers within the same classification, then all must be interviewed prior to requesting the appropriate Merit system eligible list. The filing of vacancies by transfer shall be consistent with Merit System rule Section A25-184c.

Probationary workers shall not have their probationary period extended due to lateral transfer if it is within the same classification. Workers who transfer to another position in a different classification must serve a new probationary period.

#### 4. Administrative Transfers

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

- a) — Volunteers in order of most seniority County service seniority by days of accrued service with the County.
- b) — Assigned by inverse order of most seniority County Service seniority by days of accrued service with the County.

NOTE: Upon Union request, the County will meet and confer on the group of workers employees being designated for the seniority purposes of this section.

- c) 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 campus shall be considered to be in one and the same geographical location.

Sideletter between County of Santa Clara  
and  
SEIU Local 521 Clerical Unit

**B.3 TRANSFER PILOT - HOLD TO 6/12/23 AND OUTCOME AT MASTER**

Within sixty (60) calendar days following ratification of the labor agreement, the County of Santa Clara and SEIU Local 521 Clerical Unit mutually agree to:

The County will use the existing transfer opportunities site to post transfer opportunities in the following Clerical Bargaining Unit for all classifications that the County intends to shall fill:

- Account Clerk II
- Administrative Assistant
- Client Services Technician
- Health Services Representative
- Medical Unit Clerk
- Office Specialist II
- Office Specialist III
- Senior Health Services Representative

Employees in Clerical Bargaining Unit classifications will be able to access this site on-line. This section supersedes Appendix B.3 – ~~Transfer and Examination System for the classifications listed above.~~

1. Job announcements for the quarterly transfer list shall be posted for ten (10) working days quarterly. The first ten (10) working day posting will commence the first full pay period of the fiscal year quarter beginning July 1, 2023 and will continue every quarter. All job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org). The four “quarters” of each fiscal year start on: 1) July 1; 2) October 1; 3) January 1; and 4) April 1.

2. The job announcement will have questions that allow the employee to choose transfer preferences which may include:

- Unit/Department
- Location
- Shift
- Code Status (i.e., Full-Time Equivalent Status, such as .5, .6, .7, .75, .8, .9, or 1.0)

3. Employees in Clerical Bargaining Unit classifications only need to apply on the quarterly transfer list once per quarter. Should a clerical worker wish to change any component of their transfer preference they must wait until the next quarter posting.

Once this process is completed, the newly created quarterly transfer list shall be considered the most current transfer list and the previous list will be abolished. Employees must apply each quarter to be on that quarter’s transfer list.

The County shall be able to conduct open-competitive or promotional recruitments concurrently with transfer postings. Should a vacancy be posted as promotional or open-competitive, any clerical worker interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

4. To be eligible to apply for the quarterly transfer posting, a clerical worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the fifteen percent (15%) transfer band. (HOLD FOR MASTER LANGUAGE 5/9/23)

5. To be removed from the quarterly transfer list, clerical workers must submit a request in writing to ESA Human Resources, currently [hr@esa.sccgov.org](mailto:hr@esa.sccgov.org). Question: If an offer is made and declined are you removed from the current list?

6. Clerical workers who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County ordinance section A25-175.

7. This Pilot Agreement shall remain in effect as a pilot from date of execution by the parties through June 30, 2024. This Pilot Agreement shall expire by its own terms on June 30, 2024 and shall not be considered the status quo. The parties will assess the Pilot Agreement quarterly four "quarters" of each fiscal year starting on: 1) July 31; 2) October 31; 3) January 31; and 4) April 30, 2024.

#### **B.4 Union-County Clerical Education Program UP – HOLD FOR MASTER 6/1**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) **calendar** ~~business~~ days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A **seven thousand and two hundred fifty-dollar (\$7,250)** ~~fourteen thousand dollar (\$14,000)~~ fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

#### **B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

#### **B.9 Differentials UP – MODIFIED 6/12/23**

##### **a) Lead Differential UP – HOLD to 4/18/23**

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 20.2 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Business Services Clerk
Medical Administrative Assistant I	Vital Records Specialist II

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 27.

b) **Legal Secretary I/II Differential UP MODIFIED TO CCL**

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

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

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

c) **Library Clerk Differential UP – HOLD to 5/22/23 & MODIFIED TO CTY 6/14**

Incumbents in the class of Library Clerk, when in charge of circulation services for two (2) or more hours on ~~Saturday or Sunday~~ and any day worked in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive ~~one dollar and seventy-five cents (\$1.75) an additional nine seven percent (9.7%) of their base pay as the total premium payment~~ two dollars (\$2.00) as the total premium payment for each hour worked.

~~d) **Ordinance Footnote- UP – TA to 04/25/23**~~

~~As a result of a future classification study, this section may be abolished or amended by the County after following the requirements of Article 20:~~

~~Section B.9(c) Library Clerk Differential~~

~~•d) **DCSS and DA Legal Clerk/Court Differential UP – MODIFIED FROM 5/22/23**~~

~~Legal Clerks in the Department of Child Support Services, when assigned to work at~~

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 ~~n-additional~~ **flat rate of two dollars and twenty-five cents (\$2.25-1.50/hour)** ~~nine six five and one-half percent (9-6-5.5)~~ for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.

•e) **Client Services Technician Intake Differential** **UP – HOLD 5/22/23**

Client Services Technician (D72) in the Social Services Agency, when assigned the full range of Intake functions shall receive a differential approximately ~~three and one quarter seven and one half~~ **five and one half** percent (~~3.25 7.50~~ **5.5%**) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time. ↑

•f) **Law Enforcement Records Technician/Specialist Differential** **UP-HOLD to 4/18**

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

•g) **Animal Control Dispatch Differential** **UP – TA TO CTY 6/1/23**

Up to **three (3)** clerical workers a day 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 be compensated **an additional** at the **flat rate of** one dollar and fifty cents ~~seven and one half percent~~ one dollar and seventy five cents (~~\$1.50 \$1.75 7.5%~~) **per hour above the regular salary rate of their base pay for each hour actually worked.**

•h) **Sr Library Clk, Library Clk Passport Duties Differential** **UP – MODIFIED frm 5/22/23**

When assigned by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive **an additional** \$.75/hour seven five **four and one half percent (\$1.50 7 5 4.5%) per hour** of their base pay for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to obtain and maintain Passport Acceptance Agent authorization.

•i) **Alternative Response Outreach Engagement Incentive Differential** **UP HOLD frm 6/12**

Senior Health Services Representatives and Health Service Representatives who work with established community agencies and groups to identify unmet needs of designated populations in the area served; assist in planning services to meet those needs and avoid duplication of services. Through outreach activities, locate designated vulnerable community members and help provide education, services, and resources, by working with all community agencies and groups relevant to assigned area.

Senior Health Services Representatives and Health Service Representative who provide outreach support to the community shall receive one dollar and seventy-five cents (\$1.75) of their base pay for each hour worked.

No more than (10) Senior Health Services Representatives and Health Service Representatives who work at Valley Health and Homeless, Behavioral Health, and Reentry shall receive this differential at any one time.

~~Employees who work at locations or within programs where routine responsibilities require the ability to immediately respond to contentious and/or physical situations may not itself be hazardous; it is the continuous crisis intervention of the most vulnerable population that causes the extreme mental and emotional distress to employees who work at locations or within programs listed that shall receive an additional seven percent (7%) above their base pay for each hour worked.~~

~~1. This differential applies to Clerical Bargaining Unit employees in the following classifications:~~

~~Health Service Representative and Senior Health Service Representative  
Medical Unit Clerk  
Medical Office Specialist  
Mental Health Office Specialist  
Office Specialist I/II/III and Senior Office Specialist~~

~~2. Assigned to work at the locations or within the programs listed:~~

~~Valley Health and Homeless  
Behavioral Health  
Custody Health (Main Jail or Elmwood)  
Reentry~~

•j) **Benefits Support Differential UP – HOLD FROM 6/12/23**

Office Specialist III and Senior Health Services Representatives who support benefit programs shall receive one dollar and seventy-five cents (\$1.75) of their base pay for each hour worked.

Interviews applicants and clients by phone or in person; elicits personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirement to appropriate Agency to make final determination.

Or

Applies on the behalf of conserved clients by researching personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirements to appropriate Agency to make final determination.

Benefit Programs Include:

Utilizing public benefit eligibility programs  
CALSAWs

BenefitsCAL  
Medi-CAL Applications  
Representative Payee Reports  
Estate Administration

No more than (100) Office Specialist III and Senior Health Services shall receive this differential at any one time.

Clerical Bargaining Unit employees who support benefit programs shall be compensated an additional seven and one half percent (7.5%) above their base pay when assigned to the following tasks:

- e1. Benefit programs include but not limited to:
- Utilizing public benefit eligibility programs
  - CalSAWs
  - BenefitsCAL
  - Covered California
  - Medi-CAL Applications
  - Representative Payee Reports
  - Estate Administration

#### **B.10- Lead Rotation Program**    **UP – HOLD 4/18/23**

The County shall implement a lead rotation pilot program for eligible workers in the Clerical Unit. The purpose of this pilot program is to build bench-strength within departments and to expand leadership skills for Clerical workers.

The County and Union shall identify and choose no more than five (5) departments/areas/units to implement the lead rotation pilot. The County and the Union shall meet within ninety (90) days of ratification of the agreement to discuss and select the designated areas/units for rotation.

Each department/unit/area designated as a rotation of lead assignment, must pilot the rotation program for no less than three (3) months to determine the success of the program.

Within ninety (90) days, following the completion of each of this program's lead assignments, the parties shall meet to discuss continuation of the rotation pilot, if any. Discontinuation of this program shall be by mutual agreement.

The following may be considered prior to implementing a lead rotation program:

- The department/unit/area must be absent a departmental agreement with provisions relating to the assignment of lead duties;
- There shall be consideration of schedules in assignment, i.e., shift, days, hours of work of the lead assignment;

- Size of department/unit/area and number of employees;
- Transition of existing lead, if any;
- Method of voluntary rotation;
- Length of individual assignment (no longer than 6 months duration);
- Criteria for evaluating success of pilot;
- Dates for evaluation

The following is criteria that must be used to participate in the lead pilot rotation assignment program:

- Voluntary participation by individual workers;
- Workers assigned to lead rotations must be willing to perform all lead duties as listed in Appendix B – Section B.9 a(1 or 2)
- Workers are permanent, classified, not currently on initial probation and demonstrated knowledge and experience within the department/unit/area.
- Workers assigned to lead rotation must have demonstrated acceptable attendance history and workers whose attendance was impacted by a recognized event shall not be excluded.;
- Workers may not participate in the lead rotation if they have had formal disciplinary action issued and upheld within past three (3) years or unfavorable reports within the past two (2) years.
- Consideration of individual worker schedules, i.e., shift, days, hours of work must meet needs of lead assignment and, if selected, workers shall have the opportunity to adjust their schedule during the term of the rotation;
- The County shall provide adequate lead orientation, training and support to workers in the lead assignment. Management maintains the ability to remove a lead assignment from a worker for disciplinary cause. Should the worker not be able to adequately perform the duties of the lead assignment, the worker's Supervisor shall meet with the worker to discuss deficiencies, offer relevant training and classes and target dates for improvement, prior to removing the lead assignment.

Should a worker be removed from the lead assignment prior to the conclusion of the rotation period, the worker shall have the right to discuss the reasons for the removal of the duties.

## **B.11 Promotional Opportunity Program UP – HOLD FROM 6/12/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five twenty (5-20-10) positions to be alternately staffed with existing classification within each classification outside the Clerical Bargaining Unit. A classification shall not be eliminated from this program due to having less than 20 10 the vacant positions available. A single classification in the unclassified service will be used for this program.

The positions will be a gradual growth of participants within classifications outside Clerical Bargaining Unit for every year until the term of the contract, they are as follows:

Year # 1 – 5 participants

Year # 2 – 8 participants

Year # 3 – 11 participants

And the same format allocated for the HSR/SHSR/EW

Year # 1 – 3 participants

Year # 2 – 4 participants

Year # 3 – 5 participants

If at any year there is less participants than the number allotted per any one year not reached then the number of participants will remain at the number from the previous year.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to discuss and determine the following: reach agreement on:

1. The departments that agree to participate in the Promotional Opportunity Program
2. A list of Vacant classifications will be generated from the departments participating in Promotional Opportunity Program.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers employees whose salary is below the targeted training classification.

In addition to the positions stated above, ten (10) positions listed above, the County shall also allocate the number of positions stated above five (5) Eligibility Worker positions during each Induction Training for Health Services Representatives and/or Senior Health Services Representatives for the same professional growth opportunity of this program.

In addition to the above, the County shall also allocate five (5) Health Service Representative positions for Client Services Technicians for the same professional growth opportunity of this program.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

### **B.12 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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. 13 Alternate Staffing/Trainee UP TA to 6/12/23**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
~~Sr. Health Service Representative/Health Service Representative/Client Service Technician~~  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk II/Justice System Clerk I/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the 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 based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher-level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.14- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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 as confidential 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.15 Weekend Off Provision - UP – TA to CP 05/12/23**

The following weekend off provisions shall apply, during the term of this Agreement, to all County Clerical Bargaining Unit workers in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at Santa Clara Valley Health and Hospital System. County of Santa Clara Health Systems.

- 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. Such workers may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**B.16 – Request for Alternate Hours Schedule UP HOLD TO CCL 4/18/23**

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

**B.17 Work Out of Classification (WOOC) UP – MODIFIED TO 6/12/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select the worker to for the short-term WOOC assignment.

Should a short-term WOOC opportunity become a long term WOOC, the first day of the pay period following the initial twenty (20) working days, management shall immediately post the WOOC opportunity to all clerical workers in the Department/Unit via County email and follow the Long-Term WOOC criteria outlined below.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Department/Unit, via County email, for seven (7) business days, of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is immediately posted and filled by management.

All postings for WOOC shall include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work.

Absent a departmental agreement that addresses a WOOC assignment, the WOOC assignment shall be in order of seniority within the department/unit of those interested. WOOC shall be offered to classifications within the department/unit who are seeking experience for lateral or promotional pathway.

The County shall send notice via email the name of the employee who was selected, start and end date of the WOOC assignment.

Short Term and Long Term WOOC opportunities shall only be offered to permanent workers who have completed their probationary period.

**APPENDIX B – CLERICAL UNIT**

**B.1 - Salaries**

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

*County emailed 6/11/23*

<b>Job Code</b>	<b>Job Title</b>
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE <u>SPECIALIST CLERK</u>
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

*County emailed 6/11/23*

The County of Santa Clara has the right to add, delete and/or modify these proposals

Job Code	Job Title
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
<del>D3F</del>	<del>MANAGED CARE INTAKE COORDINATOR VHP</del>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R2I	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

From: SCCo To: SEIU June 01, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck-through~~.

Current contract language is bold.

Page 2

Job Code	Job Title
<u>D5J</u>	<u>TRANSLATOR/INTERPRETER</u>
D04	TUMOR REGISTRAR
D35	<del>VALLEY HEALTH PLAN ASSISTANT</del>
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

### REALIGNMENTS

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
G60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
D81	CASHIER	3.58%
F19	CHILD SUPPORT DOCUMENT EXAMINER	0.60%
F57	CLERK-RECORDER OFFICE SPC I	4.50%
F56	CLERK-RECORDER OFFICE SPC II	2.66%
F5C	CLERK-RECORDER OFFICE SPC II-U	2.66%
F55	CLERK-RECORDER OFFICE SPC III	0.82%
F5D	CLERK-RECORDER OFFICE SPEC I-U	4.50%
D72	CLIENT SERVICES TECHNICIAN	2.52%
D7F	CLIENT SERVICES TECHNICIAN-U	2.52%
G33	DATA ENTRY OPERATOR	4.19%
G34	DATA ENTRY OPERATOR TRAINEE	5.48%

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D03	DATA OFFICE SPECIALIST	1.66%
G97	ELECTION SPECIALIST	0.09%
G9B	ELECTION WORKER I - EH	3.74%
G9C	ELECTION WORKER II - EH	2.66%
G9L	ELECTIONS AIDE - EXTRA HELP	4.13%
G29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I - U	0.58%
G19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II - U	0.25%
J69	HEALTH INFORMATION CLERK I	1.50%
Z69	HEALTH INFORMATION CLERK I - U	1.50%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II - U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III - U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	6.15%
D2G	HEALTH SERVICES REP - U	6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	2.89%
Q38	JUSTICE SYSTEM CLERK I - U	2.89%
F37	JUSTICE SYSTEM CLERK II	1.76%
Q3A	JUSTICE SYSTEM CLERK II - U	1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK - U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH - U	0.55%
F14	LEGAL CLERK	0.82%
Q4G	LEGAL CLERK - U	0.82%
F16	LEGAL CLERK TRAINEE	1.28%
Q43	LEGAL CLERK TRAINEE - U	1.28%
D70	LEGAL SECRETARY I	0.51%
W36	LEGAL SECRETARY I - U	0.51%
D74	LEGAL SECRETARY TRAINEE	2.61%
W37	LEGAL SECRETARY TRN - U	2.61%
J58	LIBRARY CIRCULATION AIDE	3.85%
E54	LIBRARY CLERK	2.54%
W1K	LIBRARY CLERK - U	2.54%

From: SCCo To: SEIU June 01, 2023

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New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

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E16	LIBRARY PAGE	9.75 50%
E1D	LIBRARY PAGE - U	9.75 50%
E24	LIBRARY TECHNICIAN	6.75 50%
Q7C	MEDICAL ADMIN ASSISTANT I - U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.26%
Q7B	MEDICAL ADMIN ASSISTANT II - U	0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST - U	1.46%
D02	MEDICAL UNIT CLERK	2.35%
E61	MENTAL HEALTH OFFICE SPEC	2.16%
D51	OFFICE SPECIALIST I	1.50%
V64	OFFICE SPECIALIST I - U	1.50%
D49	OFFICE SPECIALIST II	4.27%
V33	OFFICE SPECIALIST II - U	4.27%
D09	OFFICE SPECIALIST III	2.66%
V31	OFFICE SPECIALIST III - U	2.66%
P71	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	4.99%
U48	PATIENT BUSINESS SERV CLERK - U	4.99%
R2I	PHARMACY ASSISTANT	1.50%
U2P	PHARMACY ASSISTANT - U	1.50%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER - U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST - U	3.98%
D3A	RESOURCES SCHEDULING REP	0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK - U	2.35%
Q9F	SENIOR ACCOUNT CLERK - U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK - U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	3.40%
D1G	SR HEALTH SERVICES REP - U	3.40%
E39	SR LIBRARY CLERK	0.64%
W1H	SR LIBRARY CLERK - U	0.64%

From: BOSCo To: SEIU June 01, 2023

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X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK—U	0.60%
D45	SR PATIENT BUSINESS SVCS CLK	0.60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER—U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT U	1.50%
D4M	VHP CLAIMS EXAMINER	0.90%
Z1N	VHP CLAIMS EXAMINER—U	0.90%
D25	VHP MEMBER SERVICES REP	0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

**B.2 - Staff Meetings COUNTY HOLDING TO CP 05/12/23**

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 CP CCL 05/30/23**

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at [connect.sccgov.org](http://connect.sccgov.org) and County internet (external) website at [www.sccjobs.org](http://www.sccjobs.org) which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar days.

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- b) Information will be updated on the County intranet website and internet websites as revised information is available.

**B.4 - Union-County Clerical Education Program CP CCL 05/30/23**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement CP CLL 05/30/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9 7 - Differentials**

a) **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~~ that meet the criteria listed below:

1. ~~That the Lead role be~~ is assigned in relation to lead a minimum of 4.5 full-time equivalents working ~~on~~ 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~~ is assigned in relation to lead 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 20.2 of the Master Agreement:

Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Bus. Services Clerk
<u>Legal Secretary I</u>	Vital Records Specialist II
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 27.~~

b) **Legal Secretary I Differential**

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

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

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

c) **Library Clerk Differential**

Incumbents in the class of Library Clerk, 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 one dollar and seventy-five cents (\$1.75) as the total premium payment for each hour worked.

d) **Ordinance Footnote**

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

~~Section B.9(c) Library Clerk I/II Differential~~

- ed) **DCSS and DA Legal Clerk/Court Differential**  
Legal Clerks in the Department of Child Support Services, when assigned to work at 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 one dollar and seventy-five cents (\$1.7550) per hour for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.
- fe) **Client Services 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 and one quarter percent (3.25%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.
- gf) **Law Enforcement Records Technician/Specialist Differential**  
In lieu of filling a Law Enforcement Records Specialist code with a these positions at the Specialist level, the department may, for rotation purposes assign a Law Enforcement Records Technician to Specialist responsibilities and the department may pay that worker a ten percent (10%) differential while they perform those Specialist responsibilities. to Law Enforcement Records Technicians assigned to perform Specialist work, The number of Law Enforcement Records Technicians receiving this differential shall not to exceed the number of FTE's allocated to the Law Enforcement Records Specialist classification.
- hg) **Animal Control Dispatch Differential**  
Up to three (3) clerical workers a day 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 be compensated at the flat rate of one dollar and seventy-five fifty cents (\$1.7550) per hour above the regular salary rate for each hour actually worked.
- ih) **Senior Library Clerk, Library Clerk Passport Duties Differential**  
When assigned to Passport duties by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional one dollar (\$1.00) ~~0.75~~ per hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to receive this differential, obtain and maintain Passport Acceptance Agent authorization.

**B.10 § - Promotional Opportunity Project COUNTY HOLDING TO CCL-CP 05/12/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five (5) positions to be alternately staffed with existing

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classifications outside the Clerical Bargaining Unit. A single classification in the unclassified service will be used for this program.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers whose salary is below the targeted training classification.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

#### **B.11.9 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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

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Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

**B.12 10 - 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/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk I/Justice System Clerk II/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the 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 based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher level classification and receives a favorable

promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.

- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.13 44- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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.



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Any incumbent in a classified position which is designated as confidential 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 42 - Weekend Off Provision COUNTY HOLDING TO CP 05/12/23**

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 County of Santa Clara Health System ~~Santa Clara Valley Health and Hospital System.~~

- 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. Such worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

~~**B.15 — Request for Alternate Hours Schedule COUNTY HOLDING TO CP 05/12/23**~~

~~Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 — Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.~~

**B.15 6-13 — Work Out of Classification (WOOC) COUNTY HOLDING TO CP 05/12/2023**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.

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Management reserves the right to temporarily staff a new long-term WOOC assignment as if it were a short-term WOOC. The short-term WOOC assigned may only last the period it takes to fill the long-term WOOC assignment via the normal long-term WOOC processes.

\*\*\*\*\*

**APPENDIX B – CLERICAL UNIT**

**B.1 - Salaries**

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

*County  
6/8/23  
County  
Award  
delivered  
Doc 1  
(later after-  
noon)*

<b>Job Code</b>	<b>Job Title</b>
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE <u>SPECIALIST CLERK</u>
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

From: SCCo To: SEIU June 8, 2023

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<b>Job Code</b>	<b>Job Title</b>
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
<del>D3F</del>	<del>MANAGED CARE INTAKE COORDINATOR VHP</del>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R2I	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

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Job Code	Job Title
<u>D5J</u>	<u>TRANSLATOR/INTERPRETER</u>
D04	TUMOR REGISTRAR
D35	VALLEY HEALTH PLAN ASSISTANT
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

**REALIGNMENTS**

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
C60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
<b>D81</b>	<b>CASHIER</b>	<b>2.00 3.58%</b>
F19	CHILD SUPPORT DOCMNT EXAMINER	0.60%
F57	CLERK-RECORDER OFFICE SPC I	4.50%
F56	CLERK-RECORDER OFFICE SPC II	2.66%
F5C	CLERK-RECORDER OFFICE SPC II-U	2.66%
F55	CLERK-RECORDER OFFICE SPC III	0.82%
F5D	CLERK-RECORDER OFFICE SPEC I-U	4.50%
D72	CLIENT SERVICES TECHNICIAN	2.52%
D7F	CLIENT SERVICES TECHNICIAN-U	2.52%
G33	DATA ENTRY OPERATOR	4.19%
G34	DATA ENTRY OPERATOR TRAINEE	5.48%

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D03	DATA OFFICE SPECIALIST	1.66%
G97	ELECTION SPECIALIST	0.09%
G9B	ELECTION WORKER I – EH	3.74%
G9C	ELECTION WORKER II – EH	2.66%
G9L	ELECTIONS AIDE – EXTRA HELP	4.13%
C29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I – U	0.58%
C19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II – U	0.25%
J69	HEALTH INFORMATION CLERK I	1.50%
Z69	HEALTH INFORMATION CLERK I - U	1.50%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II-U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III-U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	6.15%
D2G	HEALTH SERVICES REP – U	6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	2.89%
Q38	JUSTICE SYSTEM CLERK I – U	2.89%
F37	JUSTICE SYSTEM CLERK II	1.76%
Q3A	JUSTICE SYSTEM CLERK II – U	1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK – U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH-U	0.55%
F14	LEGAL CLERK	0.82%
Q4G	LEGAL CLERK – U	0.82%
F16	LEGAL CLERK TRAINEE	1.28%
Q43	LEGAL CLERK TRAINEE – U	1.28%
D70	LEGAL SECRETARY I	0.51%
W36	LEGAL SECRETARY I – U	0.51%
D74	LEGAL SECRETARY TRAINEE	2.61%
W37	LEGAL SECRETARY TRN – U	2.61%
J58	LIBRARY CIRCULATION AIDE	2.50 3.85%
E54	LIBRARY CLERK	2.54%
W1K	LIBRARY CLERK – U	2.54%

From: SCCo To: SEIU June 8, 2023

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Deleted language is struck through.

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E16	LIBRARY PAGE	9.75 50%
E1D	LIBRARY PAGE - U	9.75 50%
E24	LIBRARY TECHNICIAN	6.75 50%
Q7C	MEDICAL ADMIN ASSISTANT I - U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.26%
Q7B	MEDICAL ADMIN ASSISTANT II - U	0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST - U	1.46%
D02	MEDICAL UNIT CLERK	2.35%
E61	MENTAL HEALTH OFFICE SPEC	2.16%
D51	OFFICE SPECIALIST I	1.50%
V64	OFFICE SPECIALIST I - U	1.50%
D49	OFFICE SPECIALIST II	1.00 4.27%
V33	OFFICE SPECIALIST II - U	1.00 4.27%
D09	OFFICE SPECIALIST III	1.00 2.66%
V31	OFFICE SPECIALIST III - U	1.00 2.66%
P71	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	4.99%
U48	PATIENT BUSINESS SERV CLERK - U	4.99%
R2I	PHARMACY ASSISTANT	1.50%
U2P	PHARMACY ASSISTANT - U	1.50%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER - U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST - U	3.98%
D3A	RESOURCES SCHEDULING REP	0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK - U	2.35%
Q9F	SENIOR ACCOUNT CLERK - U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK - U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	3.40%
D1G	SR HEALTH SERVICES REP - U	3.40%
E39	SR LIBRARY CLERK	0.64%
W1H	SR LIBRARY CLERK - U	0.64%

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X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK - U	0.60%
D45	SR PATIENT BUSINESS SVCS CLK	0.60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER - U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT - U	1.50%
D4M	VHP CLAIMS EXAMINER	0.90%
Z1N	VHP CLAIMS EXAMINER - U	0.90%
D25	VHP MEMBER SERVICES REP	0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

**B.2 - Staff Meetings COUNTY HOLDING TO CP 05/12/23**

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 CP CCL 05/30/23**

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at [connect.sccgov.org](http://connect.sccgov.org) and County internet (external) website at [www.sccjobs.org](http://www.sccjobs.org) which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar days.



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- b) Information will be updated on the County intranet website and internet websites as revised information is available.

**B.4 - Union-County Clerical Education Program CP CCL 05/30/23**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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.

From: SCCo To: SEIU June 8, 2023

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**B.6 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9 7 - Differentials**

a) **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~~ that meet the criteria listed below:

- 1. ~~That the Lead role be is assigned in relation to lead~~ a minimum of 4.5 full-time equivalents working ~~in~~ on 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 is assigned in relation to lead~~ 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 20.2 of the Master Agreement:

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Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Representative |
| Justice Systems Clerk II           | Senior Library Clerk                  |
| Law Enforcement Records Specialist | Senior Office Specialist              |
| Law Enforcement Records Technician | Senior Patient Bus. Services Clerk    |
| <u>Legal Secretary I</u>           | Vital Records Specialist II           |
| 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 27.

b) **Legal Secretary I Differential**

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

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

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

c) **Library Clerk Differential**

Incumbents in the class of Library Clerk, 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 one dollar and seventy-five cents (\$1.75) as the total premium payment for each hour worked.

d) **Ordinance Footnote**

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

~~Section B.9(c) Library Clerk I/II Differential~~

- ed) **DCSS and DA Legal Clerk/Court Differential**  
Legal Clerks in the Department of Child Support Services, when assigned to work at 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 one dollar and seventy-five cents (\$1.7550) per hour for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.
- fe) **Client Services 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 and one quarter percent (3.25%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.
- gf) **Law Enforcement Records Technician/Specialist Differential**  
In lieu of filling a Law Enforcement Records Specialist code with a these positions at the Specialist level, the department may, for rotation purposes assign a Law Enforcement Records Technician to Specialist responsibilities and the department may pay that worker a ten percent (10%) differential while they perform those Specialist responsibilities. to Law Enforcement Records Technicians assigned to perform Specialist work, The number of Law Enforcement Records Technicians receiving this differential shall not to exceed the number of FTE's allocated to the Law Enforcement Records Specialist classification.
- hg) **Animal Control Dispatch Differential**  
Up to three (3) clerical workers a day 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 be compensated at the flat rate of one dollar and seventy-five fifty cents (\$1.7550) per hour above the regular salary rate for each hour actually worked.
- ih) **Senior Library Clerk, Library Clerk Passport Duties Differential**  
When assigned to Passport duties by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional one dollar (\$1.00) 0.75 per/hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to receive this differential, obtain and maintain Passport Acceptance Agent authorization.

**B.10 8 - Promotional Opportunity Project COUNTY HOLDING TO CCL-CP 05/12/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five (5) positions to be alternately staffed with existing

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classifications outside the Clerical Bargaining Unit. A single classification in the unclassified service will be used for this program.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers whose salary is below the targeted training classification.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

**B.11 9 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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

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Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

**B.12 10 - 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/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk I/Justice System Clerk II/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the eligibles be certified from the appropriate lower level eligible list.
- b) Selection of workers persons at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, level should be based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher level classification and receives a favorable

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promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.

- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.13 11- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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.

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Any incumbent in a classified position which is designated as confidential 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 12 - Weekend Off Provision COUNTY HOLDING TO CP 05/12/23**

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 County of Santa Clara Health System ~~Santa Clara Valley Health and Hospital System~~.

- 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. Such worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**~~B.15 – Request for Alternate Hours Schedule COUNTY HOLDING TO CP 05/12/23~~**

~~Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.~~

**B.15 6-13 – Work Out of Classification (WOOC) CP REVERT TO CCL 06/06/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.



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~~Management reserves the right to temporarily staff a new long term WOOC assignment as if it were a short term WOOC. The short term WOOC assigned may only last the period it takes to fill the long term WOOC assignment via the normal long term WOOC processes.~~

\*\*\*\*\*

From: SCCo To: SEIU June 8, 2023

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Sideletter between County of Santa Clara  
and  
SEIU Local 521 Clerical Unit

Within sixty (60) calendar days following ratification of the labor agreement, the County of Santa Clara and SEIU Local 521 Clerical Unit mutually agree to:

The County will use the existing transfer opportunities site to post transfer opportunities in the following Clerical Bargaining Unit classifications that the County intends to fill:

- Account Clerk II
- Administrative Assistant
- Client Services Technician
- Health Services Representative
- Medical Unit Clerk
- Office Specialist II
- Office Specialist III
- Senior Health Services Representative

Employees in Clerical Bargaining Unit classifications will be able to access this site on-line. This section supersedes Appendix B.3 – Transfer and Examination System for the classifications listed above.

1. Job announcements for the quarterly transfer list shall be posted for ten (10) working days quarterly. The first ten (10) working day posting will commence the first full pay period of the fiscal year quarter beginning July 1, 2023 and will continue every quarter. All job postings may be accessed at [www.sccjobs.org](http://www.sccjobs.org). The four “quarters” of each fiscal year start on: 1) July 1; 2) October 1; 3) January 1; and 4) April 1.

2. The job announcement will have questions that allow the employee to choose transfer preferences which may include:

- Unit
- Location
- Shift
- Code Status (i.e., Full-Time Equivalent Status, such as .5, .6, .7, .75, .8, .9, or 1.0)

3. Employees in Clerical Bargaining Unit classifications only need to apply on the quarterly transfer list once per quarter. Should a clerical worker wish to change any component of their transfer preference they must wait until the next quarter posting.

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Once this process is completed, the newly created quarterly transfer list shall be considered the most current transfer list and the previous list will be abolished. Employees must apply each quarter to be on that quarter's transfer list.

The County shall be able to conduct open-competitive or promotional recruitments concurrently with transfer postings. Should a vacancy be posted as promotional or open-competitive, any clerical worker interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

4. To be eligible to apply for the quarterly transfer posting, a clerical worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the fifteen percent (15%) transfer band.

5. To be removed from the quarterly transfer list, clerical workers must submit a request in writing to ESA Human Resources, currently [hr@esa.sccgov.org](mailto:hr@esa.sccgov.org).

6. Clerical workers who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County ordinance section A25-175.

7. This Pilot Agreement shall remain in effect as a pilot from date of execution by the parties through June 30, 2024. This Pilot Agreement shall expire by its own terms on June 30, 2024 and shall not be considered the status quo. The parties will assess the Pilot Agreement no later than April 30, 2024.

*Union Doc 11/21/23  
6/5/23*

Negotiations between Service Employee International Union, Local 521  
and  
County of Santa Clara  
CLERICAL UNIT

COUNTER #4 TO COUNTY'S 6/1/23

DATE: 6/5/23

TIME: \_\_\_\_\_

B.1	SALARY & REALIGNMENT	UP – HOLD CCL 5/22 (TITLES) UP – TA to CTY 5/12 (CLASS CHGS) UP – HOLD to 5/30 <i>but ??</i>
B.2*	STAFF MEETINGS	<b>UP – HOLD CCL to CTY 5/12</b>
B.3	TRANSFER AND EXAMINATION SYSTEM	UP - HOLD (#1 & #2) 4/18 <b>UP - HOLD (#3 &amp; #4) 5/22</b>
B.4	UNION-COUNTY CLERICAL EDUCATION PROGRAM	<i>HOLD</i> UP - <del>TA</del> to Cty 6/1/23
B.5*	TIME OFF FOR CAREER ADVANCEMENT	<b>UP – TA to CTY 5/12</b> <i>6/1</i>
B.6*	TYPING TESTS	UP – TA to CTY 5/12
B.7*	TRAINING	UP – TA to CTY 5/17
B.8*	UNION LOGO	UP – TA to CTY 5/12
<b>B.9</b>	DIFFERENTIALS <i>- HOLD L-10 Clerk NUMBERS C-Non POSTOFF</i>	UP – MODIFIED 5/22
B.10	LEAD ROTATION PROGRAM	UP – HOLD to 4/18
B.11	PROMOTIONAL OPPORTUNITY PROGRAM	<b>UP – HOLD to 5/22</b>
B.12*	EXECUTIVE ASSISTANT I/II ALTERNATE STAFFING	UP – TA to CCL 5/12
B.13	ALTERNATE STAFFING/TRAINEE	<b>UP – TA to 5/22</b>
B.14*	CONFIDENTIAL CLERICAL	UP – TA to CCL 5/15
B.15	WEEKEND OFF PROVISION	<b>UP – TA to CTY 5/12</b>
B.16*	REQUEST FOR ALTERNATE HOURS SCHEDULE	UP – HOLD to CCL
B.17	WORK OUT OF CLASS	UP – HOLD to 4/18

\*COUNTY PROPOSED

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

## CLERICAL UNIT COUNTER #4 – 06/05/23

### B.3 TRANSFER AND EXAMINATION SYSTEM - **UP – HOLD #1 to 4/18/23**

1. The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These information kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) ~~calendar~~ business days.
- b) Information will be updated on the County intranet website and internet websites as revised information is available.

### 2. Voluntary Transfer Opportunities **UP – HOLD to 4/18**

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

- a) New positions authorized to the department, and
- b) 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.

Hold.

**3. Lateral Transfer** UP – MODIFIED 5/22/23

Lateral transfers will be posted on the County website. Both permanent and probationary workers may apply. Workers in a classification who wish to transfer to another position in the same classification within the County may apply online. If there are five or more names within the same classification on the transfer list, the County will interview the five most senior employees, based on days of accrued service and select one. If there are less than five qualified workers within the same classification, then all must be interviewed prior to requesting the appropriate Merit system eligible list. The filing of vacancies by transfer shall be consistent with Merit System rule Section A25-184c.

Probationary workers shall not have their probationary period extended due to lateral transfer if it is within the same classification. Workers who transfer to another position in a different classification must serve a new probationary period.

Hold

**4. Administrative Transfers** UP – MODIFIED 5/22/23

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

- a) Volunteers in order of most seniority County service seniority by days of accrued service with the County.
- b) Assigned by inverse order of most seniority County Service seniority by days of accrued service with the County.

NOTE: Upon Union request, the County will meet and confer on the group of workers employees being designated for the seniority purposes of this section.

- c) 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 campus shall be considered to be in one and the same geographical location.

## CLERICAL UNIT COUNTER #4 – 06/05/23

### B.4 Union-County Clerical Education Program - **UP – HOLD 4/18/23**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar business days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) ~~A seven thousand and two hundred fifty dollar (\$7,250)~~ fourteen thousand dollar (\$14,000) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.



## CLERICAL UNIT COUNTER #4 – 6/5/23

### B.10- Lead Rotation Program UP – HOLD 4/18/23

The County shall implement a lead rotation pilot program for eligible workers in the Clerical Unit. The purpose of this pilot program is to build bench-strength within departments and to expand leadership skills for Clerical workers.

The County and Union shall identify and choose no more than five (5) departments/areas/units to implement the lead rotation pilot. The County and the Union shall meet within ninety (90) days of ratification of the agreement to discuss and select the designated areas/units for rotation.

Each department/unit/area designated as a rotation of lead assignment, must pilot the rotation program for no less than three (3) months to determine the success of the program.

Within ninety (90) days, following the completion of each of this program's lead assignments, the parties shall meet to discuss continuation of the rotation pilot, if any. Discontinuation of this program shall be by mutual agreement.

The following may be considered prior to implementing a lead rotation program:

- The department/unit/area must be absent a departmental agreement with provisions relating to the assignment of lead duties;
- There shall be consideration of schedules in assignment, i.e., shift, days, hours of work of the lead assignment;
- Size of department/unit/area and number of employees;
- Transition of existing lead, if any;
- Method of voluntary rotation;
- Length of individual assignment (no longer than 6 months duration);
- Criteria for evaluating success of pilot;
- Dates for evaluation

The following is criteria that must be used to participate in the lead pilot rotation assignment program:

- Voluntary participation by individual workers;
- Workers assigned to lead rotations must be willing to perform all lead duties as listed in Appendix B – Section B.9 a(1 or 2)
- Workers are permanent, classified, not currently on initial probation and demonstrated knowledge and experience within the department/unit/area.

- Workers assigned to lead rotation must have demonstrated acceptable attendance history and workers whose attendance was impacted by a recognized event shall not be excluded.;
- Workers may not participate in the lead rotation if they have had formal disciplinary action issued and upheld within past three (3) years or unfavorable reports within the past two (2) years.
- Consideration of individual worker schedules, i.e., shift, days, hours of work must meet needs of lead assignment and, if selected, workers shall have the opportunity to adjust their schedule during the term of the rotation;
- The County shall provide adequate lead orientation, training and support to workers in the lead assignment. Management maintains the ability to remove a lead assignment from a worker for disciplinary cause. Should the worker not be able to adequately perform the duties of the lead assignment, the worker's Supervisor shall meet with the worker to discuss deficiencies, offer relevant training and classes and target dates for improvement, prior to removing the lead assignment.

Should a worker be removed from the lead assignment prior to the conclusion of the rotation period, the worker shall have the right to discuss the reasons for the removal of the duties.

## CLERICAL UNIT COUNTER #4 – 6/5/23

### B.11 Promotional Opportunity Program **UP – HOLD 5/22/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of ~~five~~ **twenty** (5 ~~20~~ **10**) positions to be alternately staffed ~~with existing classification within each classification~~ outside the Clerical Bargaining Unit. ~~A classification shall not be eliminated from this program due to having less than 20~~ **10** ~~vacant positions available. A single classification in the unclassified service will be used for this program.~~

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers **employees** whose salary is below the targeted training classification.

In addition to the ten (10) positions listed above, the County shall allocate five (5) Eligibility Worker positions during each Induction Training for Health Services Representatives and/or Senior Health Services Representatives for the same professional growth opportunity of this program.

In addition to the above, the County shall also allocate five (5) Health Service Representative positions for Client Services Technicians for the same professional growth opportunity of this program.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

## CLERICAL UNIT COUNTER #4 – 06/05/23

### B. 13 Alternate Staffing/Trainee **UP – HOLD 5/22/23**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
~~Sr. Health Service Representative/Health Service Representative/Client Service Technician~~  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II Library  
Clerk/Library Circulation Aide/Library Page  
Justice System Clerk II/Justice System Clerk I/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, may accept a transfer of a currently employed Office Specialist I, Office Specialist II, or Office Specialist III, as indicated. Should **sufficient sufficiently** qualified Office Specialist I's, Office Specialist II's, or Office Specialist III's not apply for transfer, the department may then request that the eligibles be certified from the appropriate lower-level eligible list.
- b) Selection of **persons employee** at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III level should be based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.

- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher-level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 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.

## CLERICAL UNIT COUNTER #4 - 6/5/23

### B.15 Weekend Off Provision - **UP – TA to CTY 5/12/23**

The following weekend off provisions shall apply, during the term of this Agreement, to all County Clerical Bargaining Unit workers, ~~in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at Santa Clara Valley Health and Hospital System.~~

- 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. Such workers may rescind the signed waiver with a fourteen (14) calendar day notice to management.

## CLERICAL UNIT COUNTER #4 – 06/5/23

### B.17 Work Out of Classification (WOOC) **UP – HOLD to 4/18/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select the worker to for the short-term WOOC assignment.

Should a short-term WOOC opportunity become a long term WOOC, the first day of the pay period following the initial twenty (20) working days, management shall immediately post the WOOC opportunity to all clerical workers in the Department/Unit via County email and follow the Long-Term WOOC criteria outlined below.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Department/Unit, via County email, for seven (7) business days, of the long-term WOOC opportunity.

All postings for WOOC shall include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work,

Absent a departmental agreement that addresses a WOOC assignment, the WOOC assignment shall be in order of seniority within the department/unit of those interested. WOOC shall be offered to classifications within the department/unit who are seeking experience for lateral or promotional pathway.

The County shall send notice via email the name of the employee who was selected, start and end date of the WOOC assignment.

Short Term and Long Term WOOC opportunities shall only be offered to permanent workers who have completed their probationary period.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.



The County of Santa Clara has the right to add, delete and/or modify these proposals

**APPENDIX B – CLERICAL UNIT**

**B.1 - Salaries**

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

<b>Job Code</b>	<b>Job Title</b>
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE SPECIALIST <u>CLERK</u>
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

From: SCCo To: SEIU June 01, 2023

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All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

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Job Code	Job Title
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
<del>D3E</del>	<del>MANAGED CARE INTAKE COORDINATOR-VHP</del>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R2I	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

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Job Code	Job Title
D5J	<u>TRANSLATOR/INTERPRETER</u>
D04	TUMOR REGISTRAR
D35	<del>VALLEY HEALTH PLAN ASSISTANT</del>
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

### REALIGNMENTS

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
G60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
D81	CASHIER	3.58%
F19	CHILD SUPPORT DOCUMENT EXAMINER	0.60%
F57	CLERK-RECORDER OFFICE SPC I	4.50%
F56	CLERK-RECORDER OFFICE SPC II	2.66%
F5C	CLERK-RECORDER OFFICE SPC II-U	2.66%
F55	CLERK-RECORDER OFFICE SPC III	0.82%
F5D	CLERK-RECORDER OFFICE SPEC I-U	4.50%
D72	CLIENT SERVICES TECHNICIAN	2.52%
D7F	CLIENT SERVICES TECHNICIAN-U	2.52%
G33	DATA ENTRY OPERATOR	4.19%
G34	DATA ENTRY OPERATOR TRAINEE	5.48%

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D03	DATA OFFICE SPECIALIST	1.66%
G97	ELECTION SPECIALIST	0.09%
G9B	ELECTION WORKER I - EH	3.74%
G9C	ELECTION WORKER II - EH	2.66%
G9L	ELECTIONS AIDE - EXTRA HELP	4.13%
G29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I - U	0.58%
G19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II - U	0.25%
J69	HEALTH INFORMATION CLERK I	1.50%
Z69	HEALTH INFORMATION CLERK I - U	1.50%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II - U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III - U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	6.15%
D2G	HEALTH SERVICES REP - U	6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	2.89%
Q38	JUSTICE SYSTEM CLERK I - U	2.89%
F37	JUSTICE SYSTEM CLERK II	1.76%
Q3A	JUSTICE SYSTEM CLERK II - U	1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK - U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH - U	0.55%
F14	LEGAL CLERK	0.82%
Q4G	LEGAL CLERK - U	0.82%
F16	LEGAL CLERK TRAINEE	1.28%
Q43	LEGAL CLERK TRAINEE - U	1.28%
D70	LEGAL SECRETARY I	0.51%
W36	LEGAL SECRETARY I - U	0.51%
D74	LEGAL SECRETARY TRAINEE	2.61%
W37	LEGAL SECRETARY TRN - U	2.61%
J58	LIBRARY CIRCULATION AIDE	3.85%
E54	LIBRARY CLERK	2.54%
W1K	LIBRARY CLERK - U	2.54%

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E16	LIBRARY PAGE	9.75 50%
E1D	LIBRARY PAGE - U	9.75 50%
E24	LIBRARY TECHNICIAN	6.75 50%
Q7C	MEDICAL ADMIN ASISTANT I - U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.26%
Q7B	MEDICAL ADMIN ASSISTANT II - U	0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST - U	1.46%
D02	MEDICAL UNIT CLERK	2.35%
E61	MENTAL HEALTH OFFICE SPEC	2.16%
D51	OFFICE SPECIALIST I	1.50%
V64	OFFICE SPECIALIST I - U	1.50%
D49	OFFICE SPECIALIST II	4.27%
V33	OFFICE SPECIALIST II - U	4.27%
D09	OFFICE SPECIALIST III	2.66%
V34	OFFICE SPECIALIST III - U	2.66%
P71	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	4.99%
U48	PATIENT BUSINESS SERV CLERK U	4.99%
R21	PHARMACY ASSISTANT	1.50%
U2P	PHARMACY ASSISTANT - U	1.50%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST U	3.98%
D3A	RESOURCES SCHEDULING REP	0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK - U	2.35%
Q9F	SENIOR ACCOUNT CLERK - U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK - U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	3.40%
D1G	SR HEALTH SERVICES REP - U	3.40%
E39	SR LIBRARY CLERK	0.64%
W1H	SR LIBRARY CLERK - U	0.64%

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X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK - U	0.60%
D45	SR PATIENT BUSINESS SVCS CLK	0.60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER - U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT - U	1.50%
D4M	VHP CLAIMS EXAMINER	0.90%
Z1N	VHP CLAIMS EXAMINER - U	0.90%
D25	VHP MEMBER SERVICES REP	0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

**B.2 - Staff Meetings COUNTY HOLDING TO CP 05/12/23**

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 CP CCL 05/30/23**

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and county-wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. 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 County intranet website for seven (7) calendar days.

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- b) Information will be updated on the County intranet website and internet websites as revised information is available.

**B.4 - Union-County Clerical Education Program CP CCL 05/30/23**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

**B.5 - Time Off for Career Advancement CP CLL 05/30/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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.

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New language is underlined.

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**B.6.4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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.7.5 - Training CP REVERT TO CCL 05/16/23**

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.8.6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9.7 - Differentials**

a) **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 that meet the criteria listed below:

1. That the ~~Lead role be~~ is assigned in relation to lead a minimum of 4.5 full-time equivalents working ~~on~~ 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~~ is assigned in relation to lead 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 20.2 of the Master Agreement:

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Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Bus. Services Clerk
<u>Legal Secretary I</u>	Vital Records Specialist II
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 27.~~

b) **Legal Secretary I Differential**

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

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

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

c) **Library Clerk Differential**

Incumbents in the class of Library Clerk, 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 one dollar and seventy-five cents (\$1.75) as the total premium payment for each hour worked.

d) **Ordinance Footnote**

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

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~~Section B.9(c) Library Clerk I/II Differential~~

ed) **DCSS and DA Legal Clerk/Court Differential**

Legal Clerks in the Department of Child Support Services, when assigned to work at 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 one dollar and seventy-five cents (\$1.7550) per hour for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.

fe) **Client Services 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 and one quarter percent (3.25%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.

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

In lieu of filling a Law Enforcement Records Specialist code with a these positions at the Specialist level, the department may, for rotation purposes assign a Law Enforcement Records Technician to Specialist responsibilities and the department may pay that worker a ten percent (10%) differential while they perform those Specialist responsibilities. ~~to Law Enforcement Records Technicians assigned to perform Specialist work.~~ The number of Law Enforcement Records Technicians receiving this differential shall not to exceed the number of FTE's allocated to the Law Enforcement Records Specialist classification.

hg) **Animal Control Dispatch Differential**

Up to three (3) clerical workers a day 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 be compensated at the flat rate of one dollar and seventy-five fifty cents (\$1.7550) per hour above the regular salary rate for each hour actually worked.

ih) **Senior Library Clerk, Library Clerk Passport Duties Differential**

When assigned to Passport duties by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional one dollar (\$1.00) 0.75 per hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to receive this differential, obtain and maintain Passport Acceptance Agent authorization.

**B.10 8 - Promotional Opportunity Project COUNTY HOLDING TO CCL-CP 05/12/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five (5) positions to be alternately staffed with existing

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classifications outside the Clerical Bargaining Unit. A single classification in the unclassified service will be used for this program.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. ~~Participation is restricted to Clerical workers whose salary is below the targeted training classification.~~

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

**B-119 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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

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Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

**B.12 40 - 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/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
~~Justice System Clerk I/Justice System Clerk II/Office Specialist III~~  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the 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 based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher level classification and receives a favorable

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promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, 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 form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.

- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**~~B.13.44- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23~~**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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.

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Any incumbent in a classified position which is designated as confidential 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 42 - Weekend Off Provision COUNTY HOLDING TO CP 05/12/23**

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 County of Santa Clara Health System ~~Santa Clara Valley Health and Hospital System.~~

- 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. Such worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**~~B.15 - Request for Alternate Hours Schedule~~ COUNTY HOLDING TO CP 05/12/23**

~~Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 - Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.~~

**B.15 6-13 - Work Out of Classification (WOOC) COUNTY HOLDING TO CP 05/12/2023**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.

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Management reserves the right to temporarily staff a new long-term WOOC assignment as if it were a short-term WOOC. The short-term WOOC assigned may only last the period it takes to fill the long-term WOOC assignment via the normal long-term WOOC processes.

\*\*\*\*\*

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**APPENDIX B – CLERICAL UNIT**

**Package proposal response to SEIU Clerical Counter #12.**

1. SEIU to withdraw Sideletters re:

- assigning PSO in VHHP Program work locations
- Sr. HSR FC/Redetermination Work

2. SEIU to withdraw Lead Rotation Program

3. SEIU to accept County proposal July 7, 2023 that includes the following realignments:

- D03 Data Office Specialist increased to 2.00%
- D02 Medical Unit Clerk increased to 1.00%

**Package must be accepted in its entirety or package is withdrawn**

TA S. B. W. E. S. L.  
7/7/23 @ 2:57pm  
[Signature]

JR 7/7/23

TA  
[Signature]  
07/07/23



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**B.1 - Salaries**

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

<b>Job Code</b>	<b>Job Title</b>
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE SPECIALIST <u>CLERK</u>
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

From: SCCo To: SEIU July 07, 2023

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*for 7/7/23*

*Handwritten signatures and dates: 070723*

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Job Code	Job Title
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
<u>D3F</u>	<u>MANAGED CARE INTAKE COORDINATOR-VHP</u>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R2I	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

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*Handwritten notes and signatures:*  
JR 7/7/23  
08/11/23  
07/07/23  
[Signatures]

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Job Code	Job Title
D5J	<u>TRANSLATOR/INTERPRETER</u>
D04	TUMOR REGISTRAR
D35	VALLEY HEALTH PLAN ASSISTANT
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

**REALIGNMENTS**

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
C60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
D81	CASHIER	2.00 3.58%
F19	CHILD SUPPORT DOCMNT EXAMINER	0.60%
F57	CLERK RECORDER OFFICE SPC I	4.50%
F56	CLERK RECORDER OFFICE SPC II	2.66%
F5C	CLERK RECORDER OFFICE SPC II-U	2.66%
F55	CLERK RECORDER OFFICE SPC III	0.82%
F5D	CLERK RECORDER OFFICE SPEC I-U	4.50%
D72	CLIENT SERVICES TECHNICIAN	1.00 <del>.50</del> 2.52%
D7F	CLIENT SERVICES TECHNICIAN - U	1.00 <del>.50</del> 2.52%
G33	DATA ENTRY OPERATOR	1.00 4.19%
G34	DATA ENTRY OPERATOR TRAINEE	1.50 5.48%

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*Handwritten notes and signatures:*  
 PR 7/7/23  
 TA 07/07/23  
 CTV  
 [Signatures]

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D03	DATA OFFICE SPECIALIST	2.00 1.50 1.00 1.66%
G97	ELECTION SPECIALIST	0.09%
G9B	ELECTION WORKER I - EH	3.74%
G9C	ELECTION WORKER II - EH	2.66%
G9L	ELECTIONS AIDE - EXTRA HELP	4.13%
C29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I - U	0.58%
C19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II - U	0.25%
J69	HEALTH INFORMATION CLERK I	1.50%
Z69	HEALTH INFORMATION CLERK I - U	1.50%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II - U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III - U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	1.00 6.15%
D2G	HEALTH SERVICES REP - U	1.00 6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	0.50 2.89%
Q38	JUSTICE SYSTEM CLERK I - U	0.50 2.89%
F37	JUSTICE SYSTEM CLERK II	0.50 1.76%
Q3A	JUSTICE SYSTEM CLERK II - U	0.50 1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK - U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH - U	0.55%
F14	LEGAL CLERK	0.50 0.82%
Q4G	LEGAL CLERK - U	0.50 0.82%
F16	LEGAL CLERK TRAINEE	0.50 1.28%
Q43	LEGAL CLERK TRAINEE - U	0.50 1.28%
D70	LEGAL SECRETARY I	0.50 0.51%
W36	LEGAL SECRETARY I - U	0.50 0.51%
D66	LEGAL SECRETARY II	0.50 %
D6Z	LEGAL SECRETARY II - U	0.50 %
D74	LEGAL SECRETARY TRAINEE	0.50 2.61%
W37	LEGAL SECRETARY TRN - U	0.50 2.61%

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J58	LIBRARY CIRCULATION AIDE	5.65 2.50 3.85%
E54	LIBRARY CLERK	1.00 2.54%
W1K	LIBRARY CLERK - U	1.00 2.54%
E16	LIBRARY PAGE	9.75 50%
E1D	LIBRARY PAGE - U	9.75 50%
E24	LIBRARY TECHNICIAN	6.75 50%
Q7C	MEDICAL ADMIN ASISTANT I - U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.50 0.26%
Q7B	MEDICAL ADMIN ASSISTANT II - U	0.50 0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST - U	1.46%
D02	MEDICAL UNIT CLERK	1.00 0.50 2.35%
E61	MENTAL HEALTH OFFICE SPEC	2.16%
D51	OFFICE SPECIALIST I	1.50%
V64	OFFICE SPECIALIST I - U	1.50%
D49	OFFICE SPECIALIST II	1.00 4.27%
V33	OFFICE SPECIALIST II - U	1.00 4.27%
D09	OFFICE SPECIALIST III	1.00 2.66%
V31	OFFICE SPECIALIST III - U	1.00 2.66%
P71	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	1.00 4.99%
U48	PATIENT BUSINESS SERV CLERK-U	1.00 4.99%
R2I	PHARMACY ASSISTANT	1.50%
U2P	PHARMACY ASSISTANT - U	1.50%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER-U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST-U	3.98%
D3A	RESOURCES SCHEDULING REP	2.00 0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK - U	2.35%
Q9F	SENIOR ACCOUNT CLERK - U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK - U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	1.00 3.40%

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D1G	SR HEALTH SERVICES REP - U	1.00 3.40%
E39	SR LIBRARY CLERK	1.00 0.64%
W1H	SR LIBRARY CLERK - U	1.00 0.64%
X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK - U	1.00 60%
D45	SR PATIENT BUSINESS SVCS CLK	1.00 60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER - U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT-U	1.50%
D4M	VHP CLAIMS EXAMINER	1.00 0.90%
Z1N	VHP CLAIMS EXAMINER - U	1.00 0.90%
D25	VHP MEMBER SERVICES REP	1.50 0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

**B.2 - Staff Meetings COUNTY & SEIU TA TO CCL 06/24/23**

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 COUNTY & SEIU TA TO CCL 07/05/23**

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational kiosks will be located at VMC (AOB); 70 W. Hedding (8<sup>th</sup> Floor) and SSA – Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:

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

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- a) Prior to filling any position from the appropriate eligibility list within this unit, notice of the vacancy shall be listed on the County intranet website for seven (7) calendar days.
- b) Information will be updated on the County intranet website and internet websites as revised information is available.

**B.4 - Union-County Clerical Education Program COUNTY & SEIU TA TO CCL 06/24/23**

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
  - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
  - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
  - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and 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.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

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**B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23**

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations 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 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23**

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the 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.
- d) The County shall ensure adequate release and travel time for typing examinations.

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 5- Training CP REVERT TO CCL 05/16/23**

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 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23**

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 Local 521).

**B.9 7 - Differentials COUNTY & SEIU TA TO CP 07/05/23**

a) **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 in 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.

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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 20.2 of the Master Agreement:

Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Representative |
| Justice Systems Clerk II           | Senior Library Clerk                  |
| Law Enforcement Records Specialist | Senior Office Specialist              |
| Law Enforcement Records Technician | Senior Patient Bus. Services Clerk    |
| Medical Administrative Assistant I | Vital Records Specialist II           |

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 27.

b) **Legal Secretary I Differential**

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

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

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

c) **Library Clerk Differential**

Incumbents in the class of Library Clerk, 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 two one dollars and seventy five cents (\$2.00 ~~4.75~~) as the total premium payment for each hour worked.

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d) **Ordinance Footnote**

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

~~Section B.9(c) Library Clerk I/II Differential~~

ed) **DCSS and DA Legal Clerk/Court Differential**

Legal Clerks in the Department of Child Support Services, when assigned to work at 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 ~~one two dollars and seventy five cents~~ (~~\$2.00 1.7550~~) per hour for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.

fe) **Client Services 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 four three and one half percent (~~4.00 3.75 50 25%~~) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.

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

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

hg) **Animal Control Dispatch Differential**

Up to three (3) clerical workers a day 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 be compensated at the flat rate of one dollar and seventy-five ~~fifty~~ cents (~~\$1.7550~~) per hour above the regular salary rate for each hour actually worked.

ih) **Senior Library Clerk, Library Clerk Passport Duties Differential**

When assigned by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional one dollar and fifty cents (~~\$1.50 00 0.75 per~~) hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to obtain and maintain Passport Acceptance Agent authorization.

**B.10 8 - Promotional Opportunity Project COUNTY & SEIU TO TA 06/28/23**

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of six five (~~6 5~~) positions to be alternately staffed with existing

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SEIU classifications outside the Clerical Bargaining Unit. A single classification in the unclassified service will be used for this program.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers whose salary is below the targeted training classification.

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and 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 to them consistent with the work they are doing in their training capacity.

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

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

**B.11 9 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23**

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

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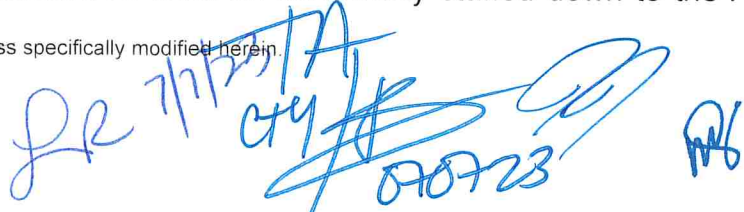
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Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

**B.12 40 - Alternate Staffing/Trainee COUNTY AND SEIU TA 06/12/23**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II/Office Specialist I  
Assessment Clerk/Office Specialist II/Office Specialist I  
Recordable Documents Indexer/Office Specialist II/Office Specialist I  
Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I  
Patient Business Services Clerk/Office Specialist II/Office Specialist I  
Revenue Collection Clerk/Office Specialist II/Office Specialist I  
Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I  
Transcriptionist/Office Specialist III/Office Specialist II  
Client Services Technician/Office Specialist III/Office Specialist II  
Library Clerk/Library Circulation Aide/Library Page  
Justice System Clerk I/Justice System Clerk II/Office Specialist III  
Medical Unit Clerk/Office Specialist III/Office Specialist II  
Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher classification, 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 the eligibles be certified from the appropriate lower level eligible list.
- b) Selection of workers persons at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, level should be based on 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 classification as an alternate with the above higher level clerical classification 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 employment standards 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 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 notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher level classification and receives a favorable

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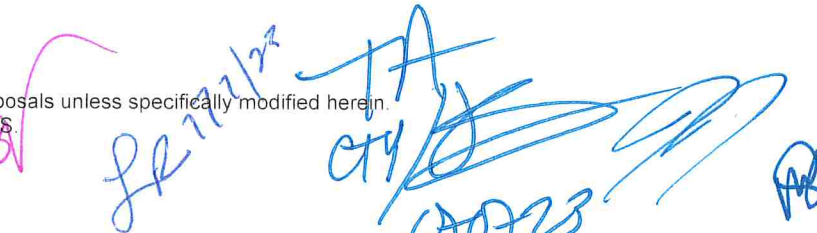
promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the incumbent does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.

- f) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, 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 within 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 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 position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

**B.13 44- Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23**

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated 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.



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Any incumbent in a classified position which is designated as confidential 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 12 - Weekend Off Provision COUNTY & SEIU TO TA CCL 07/05/23**

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 County of Santa Clara Health System Santa Clara Valley Health and Hospital System.

- 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. Such worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

**B.15 – Request for Alternate Hours Schedule COUNTY & SEIU TA CCL 06/22/23**

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

**B.16 5-13 – Work Out of Classification (WOOC) COUNTY & SEIU TA TO CCL 07/06/23**

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select workers to WOOC.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is posted and filled.

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Management reserves the right to temporarily staff a new long term WOOC assignment as if it were a short term WOOC. The short term WOOC assigned may only last the period it takes to fill the long term WOOC assignment via the normal long term WOOC processes.

\*\*\*\*\*



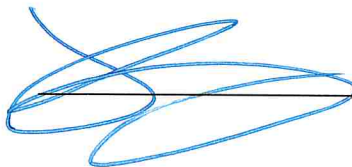
7/7/23


TA  
C/O [Signature]  
07/07/23 [Signature]

LETTER OF UNDERSTANDING  
Valley Homeless Healthcare Program  
Walk Through

The County and the Union share a common interest in the safety and wellbeing of County workers and clients. The County's Chief Operating Officer, Labor Relations Director, Valley Homeless Healthcare Program Leadership, and the Union will plan and attend joint visits to Union-identified Valley Homeless Healthcare Program sites. The County and the Union will identify and discuss any concerns following those visits and will work collaboratively to address them.

7/7/23

 07/07/2023

Laura R. 7/7/23  




The County reserves the right to amend, modify, and/or make additional proposals as discussions during bargaining sessions commence. All agreements are tentative until full and final agreement is reached.

**County's Counter Proposal #8 to SEIU-June 30, 2023  
Appendix C-Public Health Nursing Unit**

**APPENDIX C – PUBLIC HEALTH NURSING UNIT**

**Package Proposal: C.1 and Classification Study – PHN Classification Series**

**C.1 – Job Classifications – County Not in Agreement w/ UP from June 26, 2023, and County modifies CP dated June 28, 2023, on June 30, 2023**

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

<b>Job Code</b>	<b>Job Title</b>
S50	Public Health Nurse I
S48	Public Health Nurse II
S47	Public Health Nurse III
S45	Public Health Nurse Specialist

The salary shall be identified by job code and listed in Appendix A.

**Salary Adjustments:**

Consistent with the County Classification Report for the Public Health Nurse Classification Series dated June 28, 2023, the County and Union agree to the terms of the Classification Study, including but not limited to, PHN job specifications and County-recommended salary adjustments. Effective after adoption by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), the following classifications shall receive realignments as listed below:

<b>JOB CODE</b>	<b>CLASSIFICATION</b>	<b>SALARY ADJUSTMENT</b>
S50	Public Health Nurse I	5.00%
S48	Public Health Nurse II	5.00%
S47	Public Health Nurse III	5.00%
S45	Public Health Nurse Specialist	6.50%

From: SCCo To: SEIU June 30, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

Page | 1



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Salary realignment proposals for the Public Health Nurse Unit may be submitted during Public Health Nurse Unit negotiations.

**Realignments:**

Effective after adoption by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
S50	Public Health Nurse I	5.00%
S48	Public Health Nurse II	5.00%
S47	Public Health Nurse III	5.00%
S45	Public Health Nurse Specialist	5.00%

**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 (VRWH) Program as described in Article 8, Section 8.13.

Once the County implements a seven and one half (7.5%) VRWH option, PHNs may elect the seven and a half (7.5%) VRWH option, subject to management approval, in accordance with Article 8, Section 8.13.

**C.3 – Accumulated Time Earned – PHN I-III and PHN Specialist shall receive a 2.5% wage increase in exchange for deletion of section 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.

From: SCCo To: SEIU June 30, 2023

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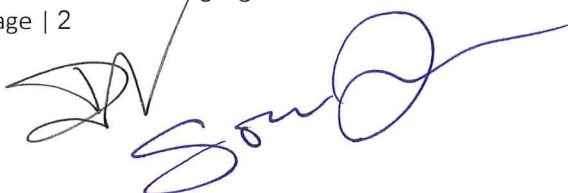
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Page | 2



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*Proposal  
6/30/23 @ 7:10p*

**APPENDIX C – PUBLIC HEALTH NURSING UNIT  
Cover Letter**

**C.2 – Public Health Nurses Voluntary Reduced Work Hours:** In the parties' June 30, 2023, bargaining session, the County and PHN teams discussed the logistics required for implementation of a seven- and one-half percent (7.5%) VRWH option. The parties agree that the County cannot guarantee the date upon which a seven- and one-half percent (7.5%) VRWH option will be available, with the understanding that the County will endeavor to complete the implementation no later than August 2024 and will try to make it available by February 2024.

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8:13pm*

*VA*  
*Soud*

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## County and Union TA Proposals

### APPENDIX C – PUBLIC HEALTH NURSING UNIT

*Δ Proposal  
6/30/23 @ 7:10 pm*

#### C.8 – Educational Leave /Licensure Maintenance Provisions –UP dated June 26, 2023, TA to MP June 24, 2023

a) Continuing Education Leave

1. The County agrees to provide thirty (30) hours per calendar year for educational leave ~~time without loss of compensation and benefits~~ for workers within the Public Health Nursing Unit to participate in Board of Registered Nurses approved continuing educational courses, seminars, in-service training, workshops, and courses for the purpose of maintenance of licensure. ~~Educational leave for PHNs in part-time codes half-time codes and split codes will be prorated. taken for certifications and credentials provided it is needed in order to maintain licensure and is clearly identified as needed for maintenance of licensure. Time off will be made available provided that the required work is covered.~~
2. For the purpose of providing ~~time without loss of compensation and benefits, workers in the PHN Unit will only be provided up to with enough paid time~~ thirty (30) hours per calendar year for educational leave. ~~required to fulfill the continuing education units needed for maintenance of licensure by the State of California every two years. Educational leave for PHNs in half-time codes and split codes will be prorated.~~ If the worker is requesting more educational leave, then ~~than~~ needed to meet the State of California requirement for maintenance of licensure, vacation, personal time, compensatory time, or leave without pay must be used.
3. Educational leave granted shall not be counted toward the base period in calculation of overtime.
4. 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 under Section 12.9 of the Master Agreement.

b) Maintenance of Licensure Fund

1. The County will fund, on a matching basis, twenty-five thousand dollars (\$25,000) over the contract period for continuing education.

*JA SEU  
6/30/23 @ 8:13P  
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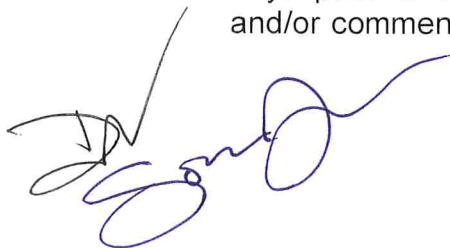
This amount is over and above the tuition reimbursement fund in the master agreement.

2. Funding shall include, but not be limited to, reimbursement for related expenses such as travel, lodging, and meals, in accordance with County policy.
3. Funding for tuition and books will be on a one hundred percent (100%) basis. Funding for related expenses in C.8 (b) (2) 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 six hundred seventy-five dollars (\$675) per two-year licensure period.
4. 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.
5. Reimbursement forms will be available in all offices. Reimbursement monies will be included in the workers regular pay check.

Note: Workers interested in accessing the fund must fill out the "PHN Educational/Licensure Maintenance Provisions Request for Reimbursement"

c) Requests for Continuing Education Leave and/or Reimbursement

1. Requests for continuing education leave and/or reimbursement will include a copy of the announcement with information about the course. If an announcement is not available for the course, details in the written application for PHN Educational/Licensure Maintenance Provisions shall include but not limited to the course(s), institute, hours, and the number of CEUs credited to maintenance of licensure.
2. Requests for continuing education leave and/or reimbursement must be received by the worker's immediate supervisor no less than twenty (20) working days prior to the requested date of continuing education leave and/or commencement of course requested for reimbursement. At least ten (10) working days prior to the commencement of the continuing education leave date and/or commencement of course requested for reimbursement, the worker's immediate supervisor shall respond in writing to the nurse. When notification of a need for continuing education leave and/or reimbursement for a course is received less than twenty (20) working days prior to the date requested for continuing education leave and/or commencement of course requested for reimbursement, the



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worker's direct supervisor may consider approval based on operational needs.

3. In all instances set forth above, the continuing education leave and/or reimbursement requests shall be subject to approval by the worker's direct supervisor. Such requests shall not unduly interfere with staffing requirements of the Department or duplicate comparable training offered by the Department. The Department agrees that it shall not unreasonably withhold approval. If denied, the reason for denial will be stated by the Department.
4. Written proof of attendance may be requested by the Department.

**C.17 – State or National Certification Pay - UP dated June 26, 2023, TA to MP dated June 24, 2023**

Annual compensation of three hundred fifty dollars (\$25300.00) may be issued to a coded worker in the Public Health Nursing Unit who is certified or recertified in a specialty that is applicable to her/his current area of practice in the Public Health Department. Each coded worker in the Public Health Nursing Unit may apply for State or National Certification Pay provided:

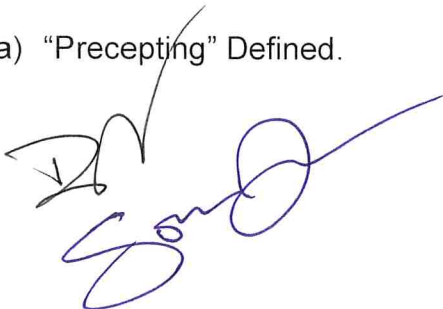
- a) The certification is clinically relevant to the worker's current area of practice in the Public Health Department and will enhance the worker's knowledge base and skill in providing expert care to Public Health Department clients.
- b) The certification is issued by a state or nationally recognized accrediting agency and applicable to current area of practice in the Public Health Department.
- c) Certification that is required by the California Board of Registered Nursing (BRN) to meet certification or recertification requirements as a Public Health Nurse shall not qualify for State or National Certification Pay

Verification of successful completion of such certification or recertification must be submitted during the month of April to receive State or National Certification Pay.

**NEW C.19 – Preceptorship Program and Pay Differential - UP dated June 26, 2023, TA to MP dated June 24, 2023**

Eligible Public Health Nurses (PHN) who engage in precepting, as defined in this section, shall receive a preceptor differential in accordance with the following terms:

- a) "Precepting" Defined.



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- 1) Precepting means training/teaching nursing students who require one-on-one preceptorship with a PHN to fulfill clinical hours that are part of a Board-approved educational curriculum. For the purposes of this paragraph, "Board" means the California Board of Registered Nursing.
  - 2) Precepting does not include time spent orienting new employees/staff (e.g., acting as a Guide Nurse); teaching new equipment or new skills; nor working with nursing students who are performing their routine clinical rotations or shadowing short term during their routine clinical rotations.
- b) Eligibility. To be eligible for the Preceptorship Differential Program, the worker a PHN must:
- 1) Be employed as a Public Health Nurse (PHN) II/III or PHN Specialist and have at least two (2) years of relevant PHN experience.
  - 2) Have successfully completed a Department authorized preceptor training and meet preceptor competencies and or orientation program and meet preceptor competencies. If authorized and/or directed by the Director of Public Health Nursing or the Director's designee, a PHN shall not be prohibited from receiving the Preceptor Differential, as outlined in this article, for any precepting performed prior to development and implementation of the training.
  - 3) Agree to the role, duties, and responsibilities outlined in the role descriptions for a Preceptor that is approved and assigned by the Department.
- c) Assignment. Service as a Preceptor is voluntary. The Director of Public Health Nursing, or Director's designee will assign Preceptor opportunities as equitably as practicable practical to eligible PHNs workers who volunteer for a Preceptor assignment. To ~~participate in the~~ serve as a Preceptorship Program, workers PHNs must express their interest in volunteering by emailing their direct manager or designee pursuant to this Section. Confirmation of assignment to serve as a preceptor, will be done via email by the preceptor's manager. Preceptor assignments are based on need and requests from outside agencies, and therefore cannot be guaranteed based on a worker's eligibility and interest.
- d) Pay Differential. Eligible ~~workers~~ PHNs assigned as Preceptors shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour for the hours they are assigned to, and actually do, precept. Workers are responsible for accurately capturing Preceptor hours on their timecard. This differential shall not apply for the purposes of computing a worker's overtime rate or other pay premiums.

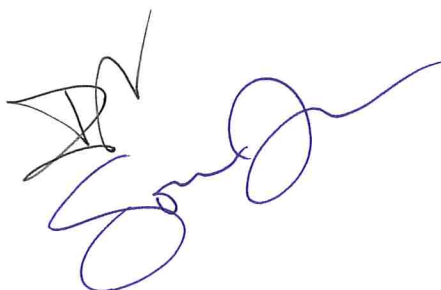


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- e) Preceptorship Program. The Preceptorship Program includes a complete process of assessment and evaluation of competencies for a qualified Preceptor in the Department of Public Health (Department). The structure, objectives, and content of the formalized training program ~~and the amount of formalized training~~ shall be determined by the Department in collaboration with the Professional Performance Committee (refer to section C.9), in accordance with the goals in the Professional Performance Committee Bylaws (dated 1/16/2013)



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County and Union TA Proposals

APPENDIX C – PUBLIC HEALTH NURSING UNIT

C.3 – Accumulated Time Earned – County TA to UP dated May 31, 2023- CCL

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.6 – Work Out of Classification Assignment – UP dated June 12, 2023, TA to MP June 9, 2023

a) Work Out of Classifications (WOOC)

1. The Deputy Director of Public Health, Nursing Services, or the appropriate level of management shall determine when a WOOC assignment will be made.
2. In evaluating a qualified Public Health Nurse, the following shall be considered: at least two (2) years' experience as a Public Health Nurse II within Santa Clara County, years and type of experience working in a public health nursing capacity; evidence of demonstrated competency; attendance record; and if relevant, disciplinary record. Public Health Nurses in Split Codes, Alternate Hours, or Voluntary Reduced Work Hours will not be prohibited from WOOC assignments provided their work schedule corresponds with the required coverage of the position designated for the WOOC assignment.
3. Qualified Public Health Nurses as defined above may express an interest in WOOC assignments by advising their manager in writing. 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

Short-term WOOC assignments are defined as WOOC assignments expected to last twenty (20) working days or less. Short-term WOOC assignments will be rotated as equally as practicable among Public Health Nurses that are qualified, as defined in C.6 (a) (2), within the applicable work unit or work location. WOOC assignments are voluntary. WOOC assignments shall be offered first to workers within the unit or work location before requesting volunteers for short-term WOOC from

From: SCCo To: SEIU June 12, 2023

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other unit(s) or work location(s). Management reserves the right to select the Public Health Nurse for the WOOC. Management also reserves the right to encourage and require nurse(s) to work WOOC assignments in the absence of a qualified volunteer. These assignments will be filled by the appropriate level of management at the affected worksite. Due to an unusual circumstance(s), an emergency(s) 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 at any time, to the Public Health Nurse Manager. Short-term WOOC assignments will be assigned as equally as practicable.
2. At least once a year in the month of June, management will notify PHN staff of the opportunity to submit their name for the interest list described in b)1. During the month of December, PHN staff may submit their name expressing their interest in a short-term WOOC assignment as described in (b)(1) for consideration between January and June of each calendar year. During the month of June, PHN staff may submit their name expressing their interest in a short-term WOOC assignment as described in (b)(1) for consideration between July and December of each calendar year.
3. A PHN may withdraw their interest in a short-term WOOC assignment at any time.
4. Upon request from the Union, the department will provide the Union with the list of PHNs interested in short-term WOOC assignments no more than two times in a calendar year.

c) Long-term WOOC

Long-term WOOC assignments are defined as more than twenty (20) working days to a maximum of one full calendar year with the option to extend the long-term WOOC assignment. Long-term WOOC assignments 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 ten (10) working days. All PHN staff will be notified of a long-term WOOC assignment via County e-mail.
2. Qualified PHN staff who wish to be considered for the assignment will submit a request in writing to the designated manager within ten (10) working days of e-mail notification.
3. The selection process shall include an interview with the appropriate level of management and one (1) PHN representative from the affected worksite.

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4. Staff input into the final selection shall be advisory. The Deputy Director of Public Health, Nursing Services, or the appropriate level of management, shall retain full and complete responsibility for selecting a candidate for the WOOC assignment as delegated by the appointing authority.
5. All PHN staff who have submitted written interest will be interviewed and considered prior to making a final selection.
6. Long-term WOOC assignments will be rotated as equally as practicable among Public Health Nurses that are qualified as defined in C.6 (a) (2). In the event that a rotation is not possible, a PHN shall be provided with a reason for non-selection upon request of the PHN.

d) **WOOC Selection from List**

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 an unusual circumstance(s), an emergency(s) or time constraints, the selection shall be made from a list of interested staff who have previously submitted their names in writing to the Deputy Director of Public Health, Nursing Services or the appropriate level of management.

**C.11 – Special Assignments – UP dated May 31, 2023, TA to MP dated May 18, 2023  
- CCL**

a) **Policy**

It shall be the policy of the Deputy Director of Public Health, Nursing Services 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 Deputy Director of Public Health, Nursing Services 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**

From: SCCo To: SEIU June 12, 2023

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New language is underlined.

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Current contract language is CCL.

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1. Public Health Administration shall notify all PHN staff via County e-mail.
  2. The notification will include the following:
    - a. Identification that is a Special Assignment.
    - b. Length of assignment with approximate starting/ending dates, if known.
    - c. A brief description of the assignment.
    - d. List of criteria for staff to consider when making application.
    - e. Application deadline.
  3. The posting period will be a minimum of ten (10) work days from the date all PHN staff are notified via County e-mail.
  4. Nurses who are interested will, submit an e-mail declaring their interest to the appropriate manager of said special assignment within ten (10) working days of the e-mail notification by the County. The appropriate manager will acknowledge receipt of the e-mail declaring interest in the special assignment.
  5. Public Health Administration will notify all applicants and their manager of the PHN selected for the special assignment within ten (10) work days after selection has been made.
- e) Special assignments may be made for up to fifty-two (52) pay periods. Assignments continuing beyond fifty-two (52) pay periods will be reopened using the above notification procedure, six (6) pay periods prior to the end of the fifty-two (52) pay periods.
- f) Public Health Administration may not comply with the above special assignment procedure in documented cases when a ten (10) day notification period may not be practicable. In such cases, documentation shall consist of the information regarding the special assignment submitted to Public Health Administration by the party requesting the special assignment and shall be available for review at the Public Health Administration Office when reasonable advance notice is given.
1. The Public Health Nurse selected will be responsible to her/his supervisor for arranging hours.
  2. The Public Health Nurse selected will be responsible to a Public Health Nurse Manager I/II with the program responsibility for sharing information, identifying

From: SCCo To: SEIU June 12, 2023

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Page | 4

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problems and problem solving as they relate to the Special Assignment. Ten (10) working days notification shall be given to respective worksites.

- g) Special Assignments shall be rotated as equally as practicable. In the event that a rotation is not possible, a PHN shall be provided with a reason for non-selection upon request of the PHN.

**C.14 – Lead Assignments - County TA to UP dated May 31, 2023 - CCL**

The County and the Union agree to have up to ten (10) Public Health Nurse II Leads. The Lead will act as a resource person and mentor to staff and will support and assist the Public Health Nurse Manager I or II in accordance with Section 20.2 in the Master Agreement.

- a) The Lead will not have disciplinary responsibilities, but may counsel workers as reflected in Section 6.4 of the Master Agreement.
- b) Each Lead assignment will be for a two-year rotation. By mutual agreement there can be an optional third year, if there are no other qualified volunteers.
- c) The Public Health Nurse II Leads shall receive a five (5%) differential for this assignment.
- d) After a request for volunteers, considering staff input, the manager will give consideration to qualified volunteers. The Public Health Nurse Manager, or the Deputy Director of Public Health, Nursing Services, will determine the Lead assignments.

From: SCCo To: SEIU June 12, 2023

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**County's Counter Proposal #2  
County and Union CCL Proposals**

**APPENDIX C – PUBLIC HEALTH NURSING UNIT**

**C.4 – PHN Manager Interview – County Proposes CCL, dated May 8, 2023, and UP dated May 8, 2023, CCL**

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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 and from the affected office or worksite. The staff nurse will be rotated as equally as practicable amongst staff nurses interested in participating in a PHN Manager interview. 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 an unusual circumstance(s), emergency(s) 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 - County Proposes to Modify CCL, dated May 8, 2023, and UP dated May 8, 2023, TA- MP**

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- a) When a vacant regular coded PHN I, II, III or PHN Specialist position within Public Health Nursing is to be filled, the notice of the vacant position will be posted on the County's intranet (internal) website at www.sccgovatwork.org and the County internet (external) website at www.sccgov.org.
- b) In addition, notice of vacant position(s) 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. Alternatively, in place of paper posting, a vacant position(s) will be posted on the Public Health Department's intranet (internal) website, at http://www.sccgovatwork/portal/site/PublicHealth/

Note: Public Health Nurse transfer(s) are posted under the "Transfer Opportunities" section of "Employment Opportunities" on the County's website. Both parties acknowledge that the names of the "Transfer Opportunities" or "Employment Opportunities" portions of the County's website may change or the County may elect to move its postings to an alternate site.

- c) Interested Public Health Nurses will submit an application electronically through the County's website, listed above in C.5 a., within five (5) working days of the date of posting. Once the hiring manager receives the list of eligible

From: SCCo To: SEIU May 18, 2023

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candidate(s), the candidate(s) 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.~~ Alternatively, ~~in place of paper posting of the selection,~~ notification will be sent via County e-mail to all Public Health Nurses.

**C.7 – Split Codes – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL** NW

- a) Pursuant to Article 7, Section 7.4 (c), as part of the Authorized Split Codes, a minimum of three (3) full time Public Health Nurse I and II codes shall be allocated to the Public Health Nursing Bargaining Unit for purposes of splitting into one-half (1/2) time codes.
- 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. Notice of the intent to fill a split code vacancy will be posted for five (5) working days in the work location where the request originated or where the vacancy exists. Alternatively, notice will be sent to all PHN staff via County e-mail.
  3. Qualified PHN staff who wish to be considered for the split code vacancy will submit a request in writing to the designated manager by the end of the five (5) working day posting period.
  4. The split code shall be filled by the most senior applicant(s), merit and ability being adequate: first, in the work unit; second, in the work location; thereafter, open to all Public Health Nursing staff.
  5. Vacancies remaining after complying with b)\_4 above will be filled in accordance with C.5 - Transfer Information System and Procedures.
  6. For purposes of implementation of this agreement, seniority shall be defined as days of accrued service. Seniority shall be retained, but shall not accrue during unpaid leaves of absence, except seniority shall accrue for all time spent on military leave, industrial injury leave, and parental leave.

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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.9 – Professional Performance Committee – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL**

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 22, 2013. It is understood that Committee members will be elected and/or rotated in accordance with the bylaws. 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) Minutes from the Professional Performance Committee meetings shall be made available to PHN managers within ten (10) working days.
- d) 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 – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL**

- 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

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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.

**C.12– PHN Unit Positions – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL** *NN*

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

**C.13– Safety – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL** *NN*

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 cellular phones available to PHN staff performing work in the field. The cellular phones will be assigned based on the use and need of the office. The Deputy Director of Public Health, Nursing Services, working jointly with field nurses, will set the policy for the use of cellular phones and the system for monitoring the program.

Safety policies and Safety guidelines will be presented in the Department's new employee orientation and at staff meetings annually as updates occur.

See Appendix M for guidelines for the Departmental Safety Committee that includes reporting safety work procedures, safety inspections, and safety training, to be used for addressing workplace safety and field safety issues. Also, see Appendix J for information on the Employee Assistance Program if the need arises for counseling.

The parties acknowledge that security and safety plans for Public Health Department facilities are an appropriate topic of discussion at the Department's Safety Committee meetings and Labor Management meetings.

**C.15– Administrative Transfers – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL** *NN*

Administrative transfers are based on the operational needs identified by the Department. The Department shall have the right to consider continuity of services and programmatic needs relating to an administrative transfer. Once the Department Head or designee determines that continuity of services and programmatic needs are met, seniority shall be used when the

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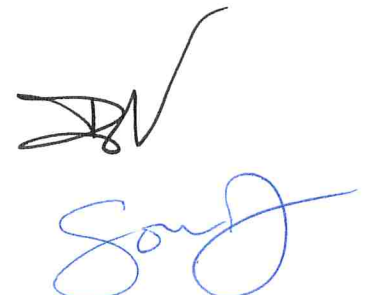
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Department deems it necessary to transfer a worker between two (2) geographical locations. For the purpose of this section, seniority shall be defined as accrued days of service in a classification. Administrative transfer between two (2) geographical locations will be conducted as follows:

- a) Appropriate notice will be given to potentially impacted employees to allow for qualified volunteers.
- b) Utilize qualified volunteers first.
- c) In the absence of qualified volunteers, the final determination will be made by the Deputy Director of Public Health, Nursing Services or the designee. After consideration is given to continuity of services and programmatic needs, the least senior qualified PHN will be selected for administrative transfer with consideration given to work life balance.

Note: The Department will notify the Union before any planned Administrative Transfers. Upon Union request, the County will meet with the Union to disclose the group of workers to be designated for the seniority purposes of this section.

- d) Transfers necessary to comply with provisions of the Americans with Disabilities Act and/or California Fair Employment and Housing Act shall not be governed by this section.
- e) Transfers necessary to comply with any other legal requirements (e.g., 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 location.

**C.16 - Language Access – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL** NN

When a PHN identifies a language need in the community being served by the Public Health Department, the PHN may so inform his/her manager of this identified need for purposes of assessment and/or follow-up as management deems necessary.

This section is not subject to Article 19 – Grievance Procedure of the Memorandum of Agreement between the County of Santa Clara and the Service Employees International Union Local 521.

**C.18 – Alternately Staffed PHN I/II – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL** NN

A positive recommendation on the Promotional Rating Form shall be deemed an appropriate qualifying examination to promote through the Public Health Nurse series. Once a Public Health Nurse I (PHN I) meets the minimum qualifications (typically after working equivalent to 1 year as

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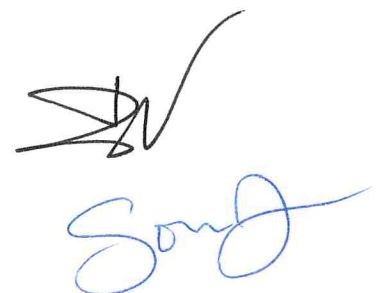
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a full-time PHN) for a Public Health Nurse II (PHN II) and receives a favorable promotional rating from their immediate supervisor, the PHN I will be eligible to promote from PHN I to PHN II. If the PHN I is not recommended for promotion due to an unfavorable promotional rating by their immediate supervisor, the PHN I may reapply for promotion to PHN II after three (3) months.

## **Sideletter – Pilot Agreement for Collaboration on Quality of Care Committee – County <sup>NN</sup> Proposes CCL, dated May 8, 2023**

This Pilot Agreement is intended to provide a general structure and process within which the Public Health Nurses (PHNs) and Public Health Department (PHD) management can jointly develop creative solutions to the challenges encountered in our efforts to provide quality individual, family, and community care, including developing and maintaining community partnerships. When appropriate, the Collaboration on Quality of Care Committee will propose recommendations to the PHD's Executive Leadership Team based upon mutually agreed upon initiatives, findings, and/or proposed actions.

### **1. Meetings**

Effective after the approval of the Board of Supervisors of a successor agreement between the County and SEIU Local 521, regular quarterly meetings shall be established between the Public Health Nursing unit and Public Health Department management to address their shared interest in developing collaborative approaches to improve quality public health nursing care delivery in Santa Clara County.

Topics for discussion include, but not limited to:

- Improving quality standards, quality improvement and quality assurance
- Surge capacity and PHN response with natural disasters, outbreaks and novel and/or emerging threats to public health (e.g.: training, policies, JITT – Just in Time Training)
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- PHN retention and recruitment
- Expanding opportunities to enhance and integrate public health nursing in traditional and unconventional settings
- Achieving operational efficiencies
- Generating new and increased revenue to various public health programs and opportunities for joint advocacy
- Restructuring initiatives, if applicable

### **2. Structure**

- a. Representation: Up to three (3) representatives from PHD management and up to three (3) representatives from PHN staff. One (1) of the three (3) representatives from PHD management must include the Director of Public Health Nursing, who will serve as the

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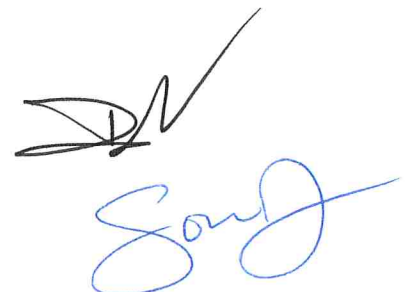
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Committee Chair. A Co-Chair shall be designated among the PHN staff representatives, which may be determined by the Union prior to the committee's first convening or at any time during the pilot phase. PHN staff representatives will communicate Co-Chair designation changes with the Director of Public Health Nursing within three (3) days of change.

- b. Upon mutual agreement of the parties, other representatives from either PHD management, PHN staff, or union staff may attend to provide subject matter expertise and/or experience.
- c. Such meetings will take place on a quarterly basis after the regularly scheduled PHD Labor Management Meetings for a period of one (1) hour. Meetings may be extended or meet more frequently upon mutual agreement of the parties.
- d. Agenda: The Director of Public Health Nursing and a designated PHN staff Co- Chair shall start drafting proposed agenda items one month prior to the meeting date. One week prior to the meeting date, 1.) Agenda will be mutually agreed upon and 2.) Finalized agenda will be shared with the committee members. The parties shall be open to last minute agenda items upon mutual agreement.

### 3. Term of Pilot Agreement

- a. After one year of this new Collaboration on Quality of Care Committee, both PHD management and PHN staff on the committee will assess the effectiveness and usefulness of such meetings.
- b. PHD management and PHN staff on the committee will identify benefits and potential improvements of such meetings and structure.
- c. After one year, PHN management and PHN staff on the committee will come to mutual agreement on whether to continue or cease further meetings.
- d. If, after the assessment, the parties mutually agree to continue or modify this Agreement, the Agreement will remain in effect.

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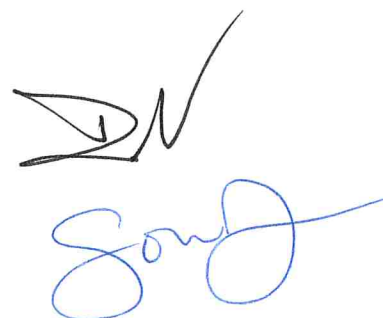
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## SEIU Nurse Alliance Partnership and Coordination

For information on the SEIU Nurse Alliance, please refer to the following website(s):

<http://www.seiu.org/nurses> or <http://www.nurseallianceca.org/>

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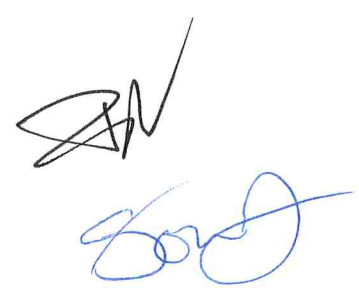
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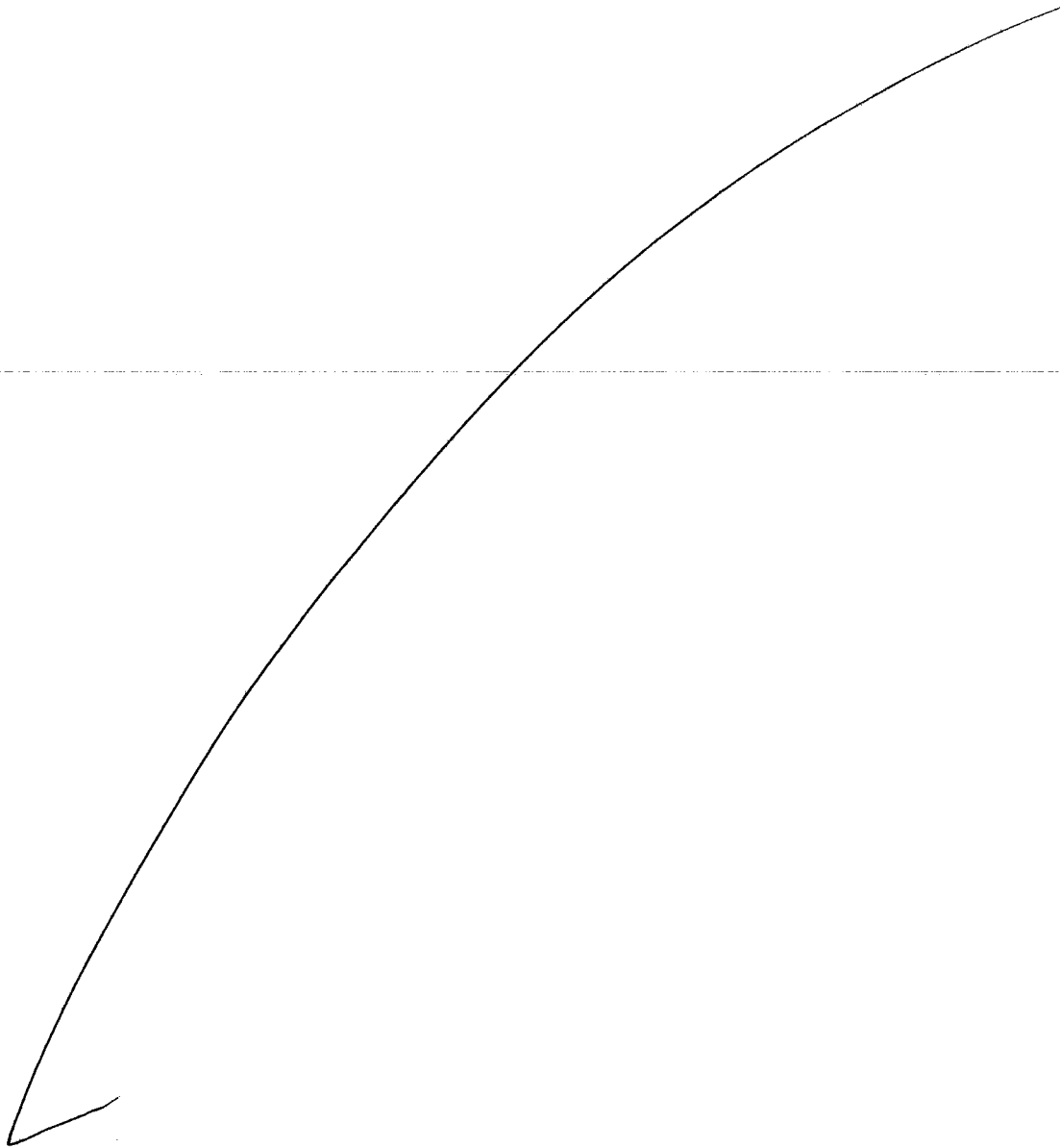
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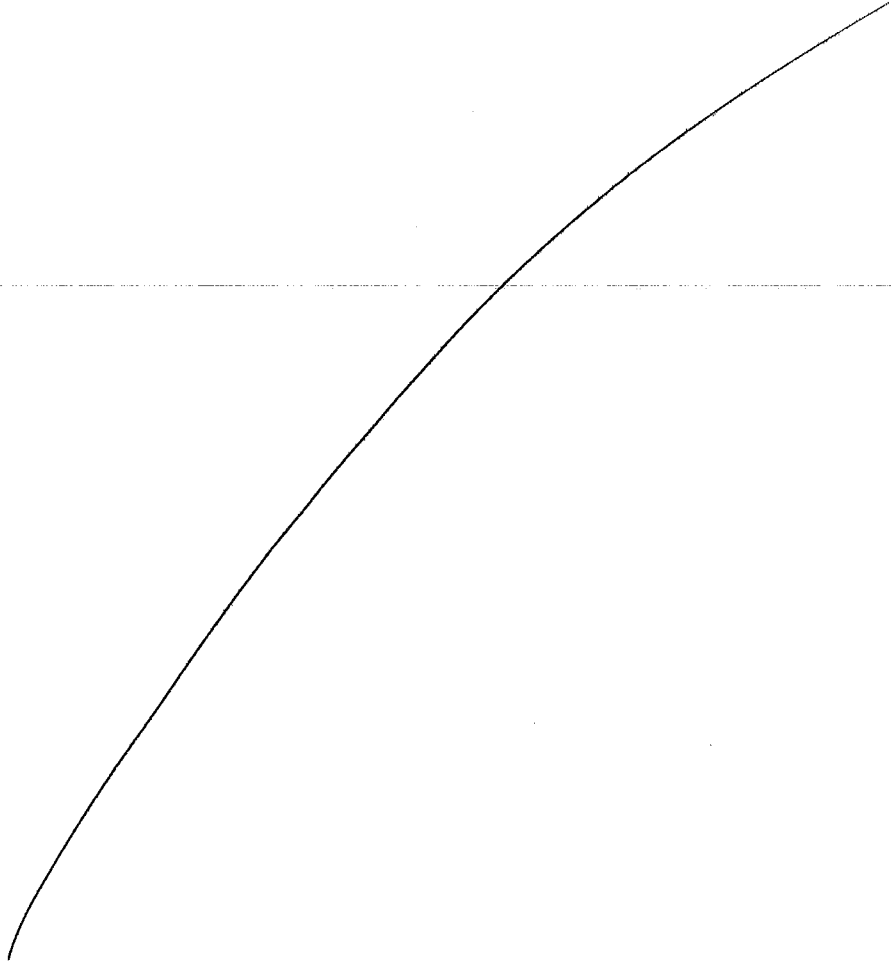
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County  
amended on  
5/17/23

**County Proposal #2 to SEIU May 17, 2023  
Appendix D Blue Collar Unit**

**D.1 – Salaries- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

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

<b>Job Code</b>	<b>Job Title</b>
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
<u>V58</u>	<u>ANIMAL SERVICE ASSISTANT</u>
<u>N95</u>	<u>ASSISTANT CHIEF ENGINEER</u>
<u>K06</u>	<u>ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN</u>
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS <u>SYSTEMS</u> TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<u>K03</u>	<u>BIOMEDICAL ENGINEERING TECHNICIAN</u>
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
<del>K06</del>	<del>BIOMEDICAL EQUIPMENT TECHNICIAN I</del>
<del>K03</del>	<del>BIOMEDICAL EQUIPMENT TECHNICIAN II</del>
M45	BUILDING SYSTEMS MONITOR
<u>K26</u>	<u>COMMUNICATIONS CABLE INSTALLER</u>
L37	COMMUNICATION SYSTEMS TECHNICIAN

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<b>Job Code</b>	<b>Job Title</b>
<u>H59</u>	<u>COOK</u>
H60	COOK I
<del>H59</del>	<del>COOK II</del>
<u>H61</u>	<u>CORRECTIONAL COOK</u>
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
<b>M22</b>	<b>FACILITIES MATERIALS COORDINATOR</b>
<b>M11</b>	<b>FLEET MAINTENANCE SCHEDULER</b>
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC
M17	FLEET SERVICES MECHANIC
M14	FLEET SERVICES MODIFICATION MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II

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Job Code	Job Title
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
<u>N96</u>	<u>HOSPITAL STATIONARY ENGINEER</u>
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
<del>V58</del>	<del>KENNEL ATTENDANT</del>
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
<u>G8H</u>	<u>MATERIALS SUPPLY SPECIALIST</u>
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
<del>M49</del>	<del>OCCUPATIONAL THERAPY TECHNICIAN</del>
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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

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<b>Job Code</b>	<b>Job Title</b>
T1C	PARKS TRAIL SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N61	<del>ROAD OPERATIONS</del> <u>MAINTENANCE SUPERVISOR</u>
N66	ROAD MAINTENANCE WORKER II
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL EQUIPMENT TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
<b>K18</b>	<b>SENIOR TELECOMMUNICATIONS TECHNICIAN</b>
<b>N95</b>	<b>SENIOR HOSPITAL STATIONARY ENGINEER</b>
T27	SENIOR PARK MAINTENANCE WORKER
G76	SENIOR WAREHOUSE MATERIALS HANDLER
N63	SIGN SHOP TECHNICIAN
N96	STATIONARY ENGINEER
<u>N93</u>	<u>STATIONARY ENGINEER – FACILITIES AND FLEET</u>

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Job Code	Job Title
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
M25	VEHICLE USE COORDINATOR
G77	WAREHOUSE MATERIALS HANDLER

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JOBCODE	CLASSIFICATION	REALIGNMENT
T90	AIRPORT OPERATIONS WORKER	2.24%
V57	ANIMAL CONTROL OFFICER	1.44%
W57	ANIMAL CONTROL OFFICER-U	1.44%
K13	ASSOC TELECOMMUNICATIONS TECH	0.45%
L36	ASSOCIATE COMM SYSTEMS TECH	0.45%
M24	AUTOMOTIVE ATTENDANT	3.22%
Z24	AUTOMOTIVE ATTENDANT-U	3.22%

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H63	BAKER	1.06%
F91	BINDERY WORKER I	4.18%
F90	BINDERY WORKER II	3.16%
K06	BIOMEDICAL EQUIPMENT TECH I	3.00%
K03	BIOMEDICAL EQUIPMENT TECH II	3.00%
M45	BUILDING SYSTEMS MONITOR	1.39%
H60	COOK I	3.16%
Q6T	COOK I - U	3.16%
H59	COOK II	2.64%
G74	CUSTODY SUPPORT ASSISTANT	4.04%
Z74	CUSTODY SUPPORT ASSISTANT - U	4.04%
E49	DAY CARE CENTER AIDE	1.44%
H64	DIETETIC ASSISTANT	1.89%
Q6Q	DIETETIC ASSISTANT - U	1.89%
G7E	ELECTION SYSTEMS TECHNICIAN I	0.88%
G7D	ELECTION SYSTEMS TECHNICIAN II	0.11%
G9D	ELECTION WRKR - WAREHOUSE - EH	3.05%
K93	ELECTRICAL ELECTRONIC ASST	3.09%
K92	ELECTRICAL ELECTRONIC TECH	4.00%
G88	ELECTRICAL STOREKEEPER	2.33%
K94	ELECTRONIC REPAIR TECHNICIAN	3.00%
Z93	ELECTRONIC REPAIR TECHNICIAN - U	3.00%
M28	EMERGENCY VEHICLE EQUIP INSTLR	0.16%
M26	FLEET PARTS COORDINATOR	1.44%
M18	FLEET SERVICES ASST MECHANIC	2.08%
M17	FLEET SERVICES MECHANIC	3.00%

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Z65	FOOD SERVICE WORKER - CORR - U	6.33% <u>5%</u>
H67	FOOD SERVICE WORKER I	8.25% <u>5%</u>
Z66	FOOD SERVICE WORKER I - U	8.25% <u>5%</u>
H66	FOOD SERVICE WORKER II	7.86% <u>5%</u>
Z64	FOOD SERVICE WORKER II - U	7.86% <u>5%</u>
H68	FOOD SERVICE WORKER-CORR	6.33% <u>5%</u>
H28	GARDENER	3.71%
M48	GENERAL MAINT MECHANIC I	3.60%
M47	GENERAL MAINT MECHANIC II	2.52%
Z92	GENERAL MAINT MECHANIC II - U	2.52%
M56	GENERAL MAINT MECHANIC III	2.25%
N94	INSTITUTIONAL MAINTENANCE ENGR	0.22%
H18	JANITOR	4.44%
Z17	JANITOR - U	4.44%
V58	KENNEL ATTENDANT	3.72%
V5E	KENNEL ATTENDANT - U	3.72%
H86	LAUNDRY WORKER I	4.30%
H87	LAUNDRY WORKER I - U	4.30%
H84	LAUNDRY WORKER II	4.75%
K19	MEDICAL EQUIPMENT REPAIRER	3.63%
E28	MESSENGER DRIVER	3.38%
Z26	MESSENGER DRIVER - U	3.38%
F81	OFFSET PRESS OPERATOR I	4.01%
F80	OFFSET PRESS OPERATOR II	1.44%
F85	OFFSET PRESS OPERATOR III	0.85%
G66	OPERATING ROOM STOREKEEPER	2.58%

From: SCCo To SEIU May 17, 2023

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T13	PARK EQUIPMENT OPERATOR	0.04%
T95	PARK MAINTENANCE CRAFTS WORKER	4.00%
T17	PARK MAINTENANCE WORKER I	2.02%
T1B	PARK MAINTENANCE WORKER I--U	2.02%
T16	PARK MAINTENANCE WORKER II	0.71%
T1A	PARK MAINTENANCE WORKER II--U	0.71%
T32	PARK SERVICES ATTENDANT	4.21%
T3A	PARK SERVICES ATTENDANT--U	4.21%
M38	PARKING LOT CHECKER	3.16%
M35	PARKING PATROL COORD	1.54%
T1C	PARKS TRAIL SPECIALIST	0.33%
F26	PRINT-ON-DEMAND OPERATOR	1.44%
F82	PRODUCTION GRAPHICS TECH	1.15%
M3A	RECORDS RETENTION DRIVER	3.55%
N43	RESIDENT RD MAINT WRKER III	2.50%
N41	RESIDENT RD MAINT WRKER IV	2.50%
N69	ROAD DISPATCHER	0.03%
N61	ROAD MAINTENANCE SUPV	1.50%
N67	ROAD MAINTENANCE WORKER I	3.64%
N66	ROAD MAINTENANCE WORKER II	3.01%
N65	ROAD MAINTENANCE WORKER III	2.51%
N64	ROAD MAINTENANCE WORKER IV	2.50%
T07	SEASONAL PARK WORKER	6.63%
N63	SIGN SHOP TECHNICIAN	0.67%
K01	SR BIOMEDICAL EQUIPMENT TECH	3.00%
K91	SR ELECTRICAL ELECTRONIC TECH	3.00%

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G76	SR-WAREHOUSE MATERIALS HANDLER	2.28%
G82	STOCK-CLERK	4.14%
G8B	STOCK-CLERK - U	4.14%
G81	STOREKEEPER	2.80%
G8C	STOREKEEPER - U	2.80%
N80	TRAFFIC PAINTER I	2.63%
N79	TRAFFIC PAINTER II	2.07%
N78	TRAFFIC PAINTER III	2.00%
H17	UTILITY WORKER	2.30%
H1A	UTILITY WORKER - U	2.30%
X78	VECTOR CONTROL TECHNICIAN I	1.02%
X77	VECTOR CONTROL TECHNICIAN II	3.00%
X76	VECTOR CONTROL TECHNICIAN III	3.00%
X79	VECTOR CONTROL TRAINEE	1.99%
M25	VEHICLE USE COORDINATOR	4.04%
G77	WAREHOUSE MATERIALS HANDLER	3.05%
Z7A	WAREHOUSE MATERIALS HANDLER - U	3.05%

**D.2 – Environmental Services- SCVHHS Vacancies- County Agrees to CCL proposed in UP dated 4/14/23.**

**D.3 – Training and Development County- County Agrees to CCL proposed in UP dated 4/14/23.**

**a) Career Development Advancement- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23. (Supplemental Proposal Provided on 5/3/23 for discussion)**

The following classifications may be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor

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Road Maintenance Worker I / Janitor

Road Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker

General Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II

Park Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Biomedical Engineering Technician / Medical Equipment Repairer~~

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

- 1) Instead of appointing directly to the hire higher classification, the hiring authority may accept the transfer of an appropriately matched and currently staffed lower classification listed in Section D.3.a. ~~coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, Medical Equipment Repairer, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker~~ as indicated.

If there are not enough qualified lower classified candidates in the alternately staffed positions listed in Section D.3.a. ~~Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, Medical Equipment Repairer, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker~~ apply for transfer, the department may request that eligibles candidates be certified from the appropriate lower-level eligible candidates list.

- 2) Selection of workers in classifications listed in ~~§~~Section D.3.(a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person, based on days of accrued service as reported on the workers' paycheck.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
- 4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, ~~he/she~~ they shall be promoted

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to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, ~~he/she~~ they shall then be eligible to receive a second promotional rating form after another three (3) months.

- 5) If the wage difference exceeds the upward salary change of ~~15%~~ 10% 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~~ they 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~~ their 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 the qualifying exam, ~~he/she~~ they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year, ~~he/she~~ they shall be transferred to a vacant position in ~~his/her~~ their former classification for which ~~he/she is~~ they are eligible in ~~his/her~~ their current department. If there are no vacancies, the worker shall transfer to ~~his/her~~ their former classification in a vacant position in ~~his/her~~ their former department for which ~~he/she is~~ they are eligible.

**County evaluating Union's proposal dated 4/14/23 (new language on training committee)**

- b) **Blue Collar Career Development and Education- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

Two (2) times per contract year, in consultation with the ~~the~~ Union, the County shall have an informational session for workers in the Blue-Collar Unit. The informational sessions shall aid in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

The training program shall be designed to prepare Automotive Attendants and Fleet Services Assistant Mechanics for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.

- d) **County Communications Technical Division Training- County Agrees to CCL proposed in UP dated 4/14/23.**

e) **Park Services Attendant Training Program- County not in agreement with UP dated 4/14/23. County Holds to proposal dated 5/3/23.**

During the term of the agreement, the County will make available to Park Services Attendants no more than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker 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. Park Services Attendants may apply for such transfers and the selection of Park Services Attendants shall be on the basis of ~~his/her~~ their 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~~ shall 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~~ shall 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~~ shall 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~~ they will be promoted to the next higher classification of Park Maintenance Worker I.

If a worker fails the examination after six months, ~~he/she~~ they 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.

f) **Offset Press Operator Training- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

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

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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.

-look at this

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 12.9 of the contract.

**g) Heavy Road Equipment Training- County not in Agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23**

The Roads and Airports Department will offer each of the following voluntary training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Voluntary trainings will be provided in the evenings or over the weekend. The County will pay for the instructor(s) and necessary equipment and supplies. Workers will attend sessions on their own time. When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

**1. Equipment for Road Maintenance Worker IIIs- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

a. The department will offer twenty-four (24) hours of training as indicated below.

1) Eight (8) hours classroom instruction.

2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the employee to management.

**2. Equipment for Road Maintenance Worker IVs- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

a. The department will offer twenty-four (24) hours of training as indicated below.

1) Eight (8) hours classroom instruction.

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- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the employee to management.

**3. Ten Wheelers- County not in agreement with UP dated 4/14/23. County Holds to CP 5/3/23.**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

Training shall be offered on a rotational basis by seniority preference as defined as defined by days of accrued service on the workers' paycheck. ~~in the Departmental Agreement.~~

**4. Sweeper Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

Sweeper equipment training ~~will~~ shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined by days of accrued service on the workers' paycheck. ~~in the Departmental Agreement.~~

**5. Boom/Aerial Truck Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/2/23.**

Boom/Aerial truck training will be provided by the County, on County time as management deems necessary.

**New UP 6. Mobile Crane Training- County not in agreement with UP dated 4/14/23.**

- h) **Animal Control Officer Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- i) **Production Graphics Technician Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- j) **Vector Control Training Committee- County not in agreement with UP dated 4/14/23. County Holds to CP 5/3/23.**

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 per calendar year.

- k) **Telecommunications Training- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

The County will ~~shall~~ provide training for the Telecommunications Technician Series, Associate Telecommunications Technician and Senior Telecommunications Technician classifications. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.

- l) **Biomedical & Medical Equipment Repair Engineering Technician Training- County not in agreement with UP dated 4/25/23. County Modifies CP dated 5/3/23.**

The County will ~~shall~~ provide training for the Biomedical Equipment- Engineering Technician Series Technician I & II, Senior Biomedical Equipment Technician, and Medical Equipment Repairer. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.

- m) **Electronic Repair Technician- County Agrees to UP dated 4/14/23.**

**County Holds to CP dated 5/3/23 (moved/to follow main contract)**

- n) ~~Time Off for Career Advancement~~

~~The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.~~

**County is evaluating new language o. and p. of Union proposal dated 4/14/23**

**D.4 – Miscellaneous- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

- a) **Tool Allowance- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the (3) grand parented employees hired prior to 2007 a tool allowance voucher of \$425.
2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new Fleet Service job classifications that require uniforms and safety equipment are created during the duration of this agreement, they shall qualify for provisions in sections 9.1 and 9.3.

*Hold*

3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
4. Allowances will be paid prior to June 30 of each applicable year.

b) **Dietetic Assistant Meals- County Agrees to CCL proposed in UP dated 4/14/23.**

c) **After-Hours Telephone Call Pay-County Modifies CP dated 5/3/23 Pending Further Discussion**

Workers in the classification of Senior Park Maintenance Worker 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-hours telephone call, or the actual time spent, whichever is greater.

*-keep*

No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after-hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, the employee who received the call, and the purpose for the call.

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

d) **County Email Correspondence and Computer Use- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23. -Modify**

*-Hold*

When appropriate, employees shall be allowed a reasonable amount of time on the clock for work-related email correspondence, required SCC e-learning trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement.

*Not including Break Time.*

**D.5 – Seniority/Promotional Program- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

- a) **Purpose- County Agrees to CCL proposed in UP dated 4/14/23.**
- b) **Definitions- County Agrees to CCL proposed in UP dated 4/14/23.**
- c) **Vacancies within Promotional Classes- County Agrees to CCL proposed in UP dated 4/14/23.**
- d) **Classes Covered- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

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



1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
- ~~2. Bindery Worker II~~
2. Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II ~~Materials Warehouse Supply Specialist~~
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: ~~That~~ The Electrical/Electronic Technician 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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

**D.6 – Differentials- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

- a) **Animal Transport Differential-Union TA to CP dated 5/3/23**
- b) **Automotive Services Excellence (ASE) Certification Differential- County not in agreement with UP dated 4/14/23. County holds to CP dated 5/3/23.** *70 & 5.6%*

Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point fifty-six-percent (0.56%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of four and a half percent (4.5%) above the employee's salary range.

- c) **~~Biomedical Equipment~~ Engineering Technician Lead Differential- County Modifies CP dated 5/3/23**

*2 different class functions*

When assigned the full range of lead responsibilities, one position of Biomedical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath

Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, one position of Biomedical ~~Equipment Engineering~~ Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

- d) **Class A/B Commercial Driver License Training- County not in agreement with UP dated 4/14/23 County Modifies CP dated 5/3/23.**

Road Maintenance Worker III or IV, when assigned to train other Road Maintenance Workers on attaining a Class A or B driver's license, shall be compensated at the flat rate of one two dollars and seventy five cents (\$2.001.75) per hour above the regular rate for each hour of training.

- e) **Crew Lead Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

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-County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

*Clear Election*  
No more than one (1) incumbent on each shift at the Main Jail, Elmwood, and the Elmwood Support Services Divisions, and no more than one (1) incumbent in the Programs Unit and the Elmwood Women's Facility, 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 one dollar and forty cents (\$1.40) per hour above the regular salary rate for each hour actually worked.

- g) **Electronic Repair Technician Lead Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.** *Hold 6/13*

When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of one dollar and ninety cents (\$1.90) per hour above the regular salary rate for each hour actually worked.

- h) **Fleet Services Mechanic Class A Differential-County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred dollars (\$300) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.

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Up to six (6) workers, two (2) per yard, in the position of Road Maintenance Worker III who hold and maintain a Class A license shall be compensated a flat rate of three hundred dollars (\$300) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A vehicle.

- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

*W/B*

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

- j) **Food Service Worker- Correction Extended Lead Differential- County not in agreement with UP date 4/14/23. The County Modifies CP dated 5/3/23.**

When assigned by Management as the Dishroom Lead, (on a rotating basis quarterly), one (1) position per shift of the Food Service Worker-Correction shall be paid a differential of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.

*W/B*

In recognition of the extended lead responsibilities assigned (on a rotating basis quarterly), the Food Service Worker-Correctional shall be paid following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for:

For one (1) position per shift of Food Service Worker-Correction at each County correctional facility, as the Dishroom Supervisor for hours worked.

- k) **Gardener Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- l) **Janitorial Project Team Crew Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.** *W/O*

Janitors assigned in accordance with the following criteria shall receive one dollar and twenty cents (\$1.20) per hour as the total premium payment for each hour actually worked:

i. **Project Team Crew Criteria** *W/O*

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.

ii. **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.

- m) **Janitors-Retort Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of one dollar and twenty-five cents (\$1.25) per hour above the regular salary rate for each hour actually worked.

**County Holds to CP dated 5/3/23** *W/O*

- n) ~~**Kennel Attendant Differential**~~ *- used elsewhere Not in the new spec*

~~Up to three (3) Kennel Attendants, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.~~

- o) **Lead Auto Mechanic Differential - County Agrees to CCL proposed in UP dated 4/14/23.** - CCL
- p) **Lead Fleet Service Mechanic Differential- County Not in Agreement with UP dated 4/14/23. New Union Parks Lead Fleet Service Mechanic Differential. County Holds to CP dated 5/3/23.**

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. - CCL - add union ii - move to 5 to 4 with 1 in park 5

- q) **Lead Baker Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- r) **Lead Janitor Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health and Hospital System, and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.

Why not included connects.

- s) **Lead Laundry Worker II Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.** - CCL

An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.

- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

One incumbent of ~~in the~~ Stock Clerk Messenger Driver 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.~~

Name ↓

- u) **Offset Press Operator I- County Agrees to CCL proposed in UP dated 4/14/23.**
- v) **Pesticide Recommendation Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- w) **Road Maintenance Worker III Dual Function/Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

6/12

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 be compensated at the flat rate of one dollar and seventy cents (\$1.70) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.

- y) **Road Maintenance Worker IV Dual Function Differential- County Agrees to CCL proposed in UP dated 4/14/23.** *OK*
- z) **Stationary Engineer Differential- County Agrees to CCL proposed in UP dated 4/14/23.** *OK*
- aa) **Stock Clerk Messenger Driver Bulk Storage Differential- County not in agreement with UP dated 4/14/23. County Holds to proposal dated 5/3/23.**

*Proposed  
Monitor Specialist*

Incumbents in the class of Stock Clerk Messenger Driver at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one dollar and five cents (\$1.05) per hour above the regular rate for each hour actually worked. *OK*

- aa) **bb) Park Service Attendant Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- bb) **cc) Water Treatment Certification Stipend- County Agrees to CCL proposed in UP dated 4/14/23.**

**New CP dd) Lead Cooks- County Holds to CP dated 5/3/23.**

*ASK  
Question*

When assigned the full range of lead duties the incumbents in Cook or Correctional Cook positions shall be compensated five percent (5%) above the employee's salary range and step. During a full shift in which there is more than one Cook or Correctional Cook assigned to the same location, and there is no lead or supervisor scheduled for that shift, when assigned the full range of lead duties, at least one (1) Cook or Correctional Cook can be assigned this lead differential.

**New CP ee) Materials Supply Specialist Lead- County not in agreement with UP dated 4/25/23. County Holds to CP dated 5/3/23.**

When assigned to perform the full range of lead duties, one incumbent in the Materials Supply Specialist classification, shall be compensated five percent (5%) higher than the employee's salary range and step.

*Contract  
SCL Conversion*

**New UP dd) ERT Badge Access, Security & Networking Applications. County not in agreement with UP dated 4/25/23.**

**New UP ee) ERT Fire/Life Safety Systems- County not in agreement with UP dated 4/25/23.**

**New UP ff) ERT Project Lead- County not in agreement with UP dated 4/25/23.**

**New UP gg) Road Maintenance Worker III Class A License- County not in agreement with UP dated 4/25/23.**

**New UP hh) Cook/Correction Cook Lead- County not in agreement with UP dated 4/25/23.**

**New UP jj) Senior ERT/ERT- County not in agreement with UP dated 4/25/23.**

**D.7 - Work Out of Class- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

- a) **Electrical/Electronic Technician- County Agrees to CCL proposed in UP dated 4/14/23.**
- b) **Laundry Worker I- Union TA to CP dated 5/3/23.**

An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

DATE: August 13, 2020

COUNTY of SANTA CLARA

BLUE COLLAR UNIT, SEIU LOCAL 521

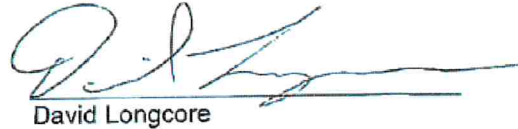
  
Karen Garza

DocuSigned by:  
Darin Woodard  
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Darrin Woodard

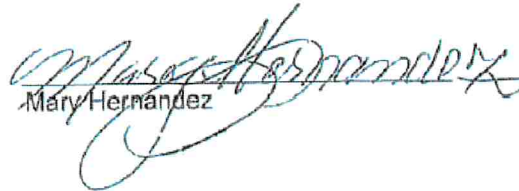
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Alejandro Madi Cerrada

  
Jason Dorsey, Vice Chair

  
Paul Burrige

  
David Longcore

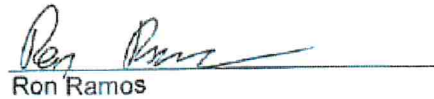
  
Daniel Guerrero

  
Mary Hernandez

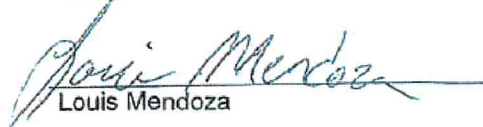
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Gene Hewitt

Daniel McCulloch

DocuSigned by:  
Kendra Worrell  
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Kendra Worrell

  
Ron Ramos

Darren Williams

  
Louis Mendoza



County Holds to CP dated 5/3/23.

**SIDELETTER TO:**

**~~PARKS AND RECREATION DEPARTMENT~~**

**~~PARK MAINTENANCE WORKER SERIES ALTERNATE WORK HOURS~~**

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

Within sixty (60) calendar days following ratification of this labor agreement, the County and the Union agree to meet to consider Alternate Work Hours for the Park Maintenance Worker series at Parks and Recreation Department.

From: SCCo To SEIU May 17, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

Page 25 of 26

County Holds to CP dated 5/3/23.

**SIDELETTER**

**~~PARKS AND RECREATION DEPARTMENT~~**

**~~PARK SERVICE ATTENDANT PILOT PROJECT~~**

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

Representatives from the Human Resources, Parks and Recreation, and Labor Relations Departments and SEIU Local 521 shall convene a committee to research and develop a pilot project providing Park Service Attendants with the opportunity to pursue alternative career paths. This pilot project shall be modeled after the Promotional Opportunity Project described in section B.10 of the Clerical Unit section and in accordance with the County Personnel Ordinance.

**DATED:** 11-20-2015

\_\_\_\_\_  
**Catherine Blue Holmes**  
**For the County of Santa Clara**

\_\_\_\_\_  
**Darin Woodard**  
**For SEIU Local 521**

SG MKR

TAs by Union & County

Section/Article	Title	T/A Date	As of 6/16/23
D.1	Salaries	NO	
D.2	Environmental Services - SCVHHS Vacancies	5/3/2023	
D.3	Training and Development		
	a Career Development Advancement	NO	
	b Blue Collar Career Development and Education	6/2/2023	
	Automotive Attendant and Fleet Services Assistant		
	c Mechanic Training	6/2/2023	
	d County Communications Technical Division Training	5/3/2023	
	e Park Services Attendant Training	5/26/2023	
	f Offset Press Operator Training	6/5/2023	
	g Heavy Road Equipment Training	NO	
	h Animal Control Officer Training	5/17/2023	
	i Production Graphics Training	5/3/2023	
	j Vector Control Training Committee	5/26/2023	
	k Telecommunications Training	5/19/2023	
	l Biomedical and Medical Equipment Repair Training	5/19/2023	
	m Electronic Repair Technician	5/3/2023	
	n Time Off for Career Advancement	6/2/2023	
	o Janitor Training for SCVMC System	Withdrew	
	p Fleet Service Class A/B Training	NO	
D.4	Miscellaneous	6/12/2023	
	a Tool Allowance	6/12/2023	
	b Dietetic Assistant Meals	5/3/2023	
	c After-Hours Telephone Call Pay	5/19/2023	
	d County Email and Correspondence and Computer Use	5/17/2023	
D.5	Seniority/Promotional Program	5/17/2023	
	a Purpose	5/3/2023	
	b Definitions	5/3/2023	
	c Vacancies within Promotional Classes	5/3/2023	
	d Classes Covered	5/17/2023	
	e no title	5/17/2023	
D.6	Differentials		
	a Animal Transport Differential	5/10/2023	
	b Automotive Services Excellence (ASE) Certification	NO	

TA 6/16/23  
 @ 4:48 PM  
 5600521  
 JA JW

	c Biomedical Equipment Technician Lead Differential	5/19/2023	
	d Class A/B Commercial Driver License Training	6/2/2023	
	e Crew Lead Differential		
	f Custody Support Assistant Lead Differential		↑
	g Electronic Repair Technician Lead Differential		
	h Fleet Services Mechanic Class A Differential		NO
	Fleet Parts Coordinator & Emergency Installer Lead		↓
	i Differential		
	Food Service Worker-Correction Extended Lead		
	j Differential		↓
	k Gardener Lead Differential	5/3/2023	
	l Janitorial Project Team Crew Differential		NO
	m Janitors-Retort Differential		now TA 6/16/23
	n Kennel Attendant Lead Differential		<del>TA</del> TA 6/16/23
	o Lead Auto Mechanic Differential	5/3/2023	
	p Lead Fleet Services Mechanic Differential	6/2/2023	
	q Lead Baker Differential	5/3/2023	
	r Lead Janitor Differential	6/9/2023	
	s Lead Laundry Worker II Differential	5/10/2023	
	t Lead Stock Clerk Differential	6/2/2023	
	u Offset Press Operator I	5/3/2023	
	v Pesticide Recommendation Differential	5/3/2023	
	Road Maintenance Worker III Dual Function/Lead		
	w Differential	5/3/2023	
	Road Maintenance III/ Road Maintenance Work IV		
	x Welding Differential		NO
	Road Maintenance Worker IV Dual Function		
	y Differential	5/3/2023	
	z Stationary Engineer Differential	5/3/2023	
	aa Stock Clerk Bulk Storage Differential		NO
	bb <del>aa</del> Park Service Attendant Lead Differential	5/3/2023	
	cc Water Treatment Certification Stipend	5/3/2023	
	ERT Badges and Supervisor Duties and Security		
	dd Applications/Networking		withdrawn 6/2/23 .
	ee Electronic Repair Technician Fire/Life Safety Systems		
	ff Electronic Repair Technician Project Lead		withdrawn 6/2/23
	gg Road Maintenance Worker III Class A License		withdrawn 5/26/23
	ii Material Supply Specialist Lead Differential	6/15/2023	
	Senior Electrical/Electronic Repair Technician and		
	jj Electrical/Electronic Technician		NO
	ff Park Heavy Equipment Operator		NO
D.7	Work Out of Class	5/10/2023	
	a Electrical/Electronic Technician	5/3/2023	
	b Laundry Worker I	5/10/2023	

Side letter	Parks & Rec Maintenance workers AWH	NO	
Side letter	Parks & Rec PSA pilot	NO	

DN

Union pass 6/30/23 @ 11:11 pm  
APPENDIX D -

### Blue Collar Unit Union Proposal 6/30/23

Negotiations between Service Employee International Union, Local 521 and County of Santa Clara  
Union Proposal  
Blue Collar Unit Table

DATE:   
TIME:

D.1 SALARIES SEE ATTACHED

D.3 TRAINING AND DEVELOPMENT SEE ATTACHED

a) 2) CCL

g) Heavy Road Equipment Training accept CP 6/30/23

o) Fleet Service Mechanic, Class A License training

D.6 DIFFERENTIAL SEE ATTACHED

b) Automotive Services Excellence (ASE) Certification ~~CCL~~

e) Crew Lead Differential CCL

f) Custody Support Assistant Lead Differential CCL

g) Electronic Repair Technician Lead CCL

h) Fleet Services Mechanic Class A Differential accept Fleet Reject Roads

i) Fleet Parts Coordinator & Emergency Installer Lead Supposal Side letter

x) Road Maintenance Worker III/Road Maintenance Worker IV Welding CCL

aa) Materials Supply Specialist Bulk Storage accept CP 6/28/23

ee) Union withdraw with acceptance of side letter

hh) Cook/Correctional Cook Lead accept CP 6/28/23

jj) Electrical/Electronic Technician series Crane License

Side letter

Side letter Supposal

Laundry Worker Side Letter

*Handwritten notes in blue ink:*  
1A  
6/30/23  
@ 11:11 PM  
SID

*Handwritten signatures and notes:*  
7-1  
TA  
[Signature]

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

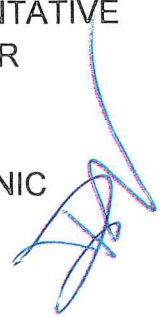
APPENDIX D –

Blue Collar Unit Union Proposal 6/30/23

D.1 – Salaries UP Modified 6/30/23

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

Job Code	Job Title
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC



THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

APPENDIX D –  
Blue Collar Unit Union Proposal 6/30/23

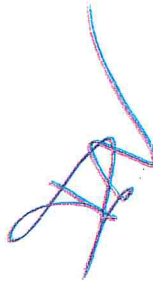
Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL</del> STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.



APPENDIX D –  
Blue Collar Unit Union Proposal 6/30/23

Job Code	Job Title
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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



THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

APPENDIX D -

Blue Collar Unit Union Proposal 6/30/23

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	1.5%-TA
K93	ELECTRICAL/ELECTRONIC ASSISTANT	7%-TA
K92	ELECTRICAL/ELECTRONIC TECHNICIAN	7%-TA
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	7%-TA
K94	ELECTRONIC REPAIR TECHNICIAN	3% (3%)
M48	GENERAL MAINTENANCE MECHANIC I	3% TA
M47	GENERAL MAINTENANCE MECHANIC II	3% TA
M56	GENERAL MAINTENANCE MECHANIC III	3% TA
H18	JANITOR	2-1.5%TA
M20	FACILITIES MAINTENANCE REPRESENTATIVE	3% (3%)
M26	FLEET PARTS COORDINATOR	3% (3%)
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	5%TA
L35	TELECOMMUNICATIONS TECH.	5%-TA
K18	SENIOR TELECOM. TECH.	5%TA
H64	DIETETIC ASSISTANT	2% TA
H68	FOOD SERVICE WORKER-CORRECTION	5%TA
H67	FOOD SERVICE WORKER I	5%TA
H66	FOOD SERVICE WORKER II	5%TA
T32	PARK SERVICES ATTENDANT	1%TA
H86	LAUNDRY WORKER I	2% TA
H84	LAUNDRY WORKER II	2%TA
N67	ROAD MAINTENANCE WORKER I	0.5%TA
N66	ROAD MAINTENANCE WORKER II	0.5%TA
N65	ROAD MAINTENANCE WORKER III	0.5%TA
N64	ROAD MAINTENANCE WORKER IV	0.5%TA
N61	ROAD MAINTENANCE SUPERVISOR	0%
X78	VECTOR CONTROL TECHNICIAN I	0%
X77	VECTOR CONTROL TECHNICIAN II	0%
X76	VECTOR CONTROL TECHNICIAN III	0%
X79	VECTOR CONTROL TRAINEE	0%
N80	TRAFFIC PAINTER I	0.5%TA
N79	TRAFFIC PAINTER II	0.5%TA
N78	TRAFFIC PAINTER III	0.5%TA
H17	UTILITY WORKER	2% (2%)
H59	COOK	0%
H61	CORRECTIONAL COOK	3% (3%)

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

Blue Collar Unit Union Proposal 6/30/23

D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23

D.3 – Training and Development

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

- a) Career Development Advancement (UP Mod 6/30/23) Per merit system rules  
The following classifications may shall be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor Road

Maintenance Worker I / Janitor Road

Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker General

Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II Park

Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

Sr. Biomedical Engineering Technician / Associate Biomedical

Engineering Technician

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

Materials Supply Specialist/ Associate Biomedical Engineering

Technician

Janitor/ Health Services Assistant II

T/A

A

APPENDIX D –

Blue Collar Unit Union Proposal 6/30/23

- 1) Instead of appointing directly to the ~~hire~~ higher classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer Associate Biomedical Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.

If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer Associate Biomedical Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligible candidates be certified from the appropriate lower level eligible candidates list.

If any of the classifications in Section D.3.a) get modified or eliminated, either party can request to meet and confer on including any applicable new classifications listed above in Section D.3.a).

- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher-level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person. ~~In lieu of Absent an existing departmental agreement, seniority will be based on days of accrued service as computed and reported on the employee's paycheck within a coded classification with the County.~~ CCL withdrawn 6/30/23
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
- 4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, ~~he/she~~ they shall be promoted to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, ~~he/she~~ they shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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~~ they 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~~ their 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 the qualifying exam, ~~he/she~~ they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year ~~he/she~~ they shall be transferred to a vacant position in ~~his/her~~ their former classification for which ~~they~~ is are eligible in ~~his/her~~ their current department. If there are no vacancies the worker shall transfer to ~~his/her~~ their former classification in a vacant position in ~~his/her~~ their former department for which ~~he/she~~ they is are eligible.

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Blue Collar Unit Union Proposal 6/30/23

- b) Blue Collar Career Development and Education TA 6/2/23
- c) Automotive Attendant and Fleet Services Assistant Mechanic Training TA 5/26/23
- d) County Communications Technical Division Training TA 5/3/23
- e) Park Services Attendant Training Program Union agree to CP 5/25/23 TTA
- f) Offset Press Operator Training TA 6/2/23

g) Heavy Road Equipment Training Union accepts CP 6/6/23 TA  
The Roads and Airports Department will offer each of the following voluntary training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Voluntary trainings will be provided on county time in the evenings or over the weekends, or on County time when applicable and approved by management. The County will pay for the instructor(s) and necessary equipment and supplies. Workers will attend sessions on their own time, unless otherwise designated by management. When conducting in-house training, the Roads and Airports Department will have up to two (2) training sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

2. **Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

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3. **Ten Wheelers CCL**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

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

4 **Sweeper Training CCL**

Sweeper equipment training ~~will~~ shall be provided on an as- needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

5 **Boom/Aerial Truck Training Union accepts CP of 6/6/23**

Boom/Aerial truck training ~~will~~ shall be provided by the County, on County time, as management deems necessary.

6 **Mobile Crane Training Union accepts CP of 6/6/23**

Mobile crane training shall be provided by the County, on County time, as management deems necessary.

- h) **Animal Control Officer Training- TTA 5/17/23**
- i) **Production Graphics Technician Training-Provide the training program- TTA 5/3/23**
- j) **Vector Control Training Committee- Union accept CP 5/3/23 TA**
- k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**
- l) **Biomedical ~~& Medical~~ Equipment Repair Training(Union Accept CP 5/17/23 TTA)**
- m) **Electronic Repair Technician TTA**
- n) **Time Off for Career Advancement CCL**
- o) **Fleet Service Mechanic, Class A/B Training with Passenger Endorsement and Air Brake Modified UP 6/30/23**

For those in the Fleet Services Mechanic Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County ~~shall~~ may provide initial Commercial Divers License Class A Trainings for employees by seniority, if support funding is available. Absent an existing departmental agreement, Seniority will be based on days of accrued service ~~as computed and reported on the employee's pay check~~ within a Fleet Service Mechanic coded classification with the County.

TA

## Blue Collar Unit Union Proposal 6/30/23

### D.4 – Miscellaneous (3)

- a) Tool Allowance Union accepts CP 6/9/23 TA 6/12/23
- b) Dietetic Assistant Meals- CCL
- c) After-Hours Telephone Call Pay -Union Accept CP 5/17/23 TTA
- d) County Email Correspondence and Computer Use (County accepts 5/19/23) TTA

### D.5 – Seniority/Promotional Program

- a) Purpose CCL 5/10/23
- b) Definitions CCL 5/10/23
- c) Vacancies within Promotional Classes CCL 5/10/23
- d) Classes Covered Union accept CP 5/17/23 TTA

### D.6 – Differentials

- a) Animal Transport Differential (TTA)
- b) Automotive Services Excellence (ASE) Certification Differential **Union Holds to 6/12/23**  
Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-six~~ two ~~five~~ percent (0.~~7056~~25%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half~~ five percent (~~4.5~~5%) above the employee's salary range.
- c) Biomedical ~~Equipment~~ Engineering Technician Lead Differential (Union Accepts CP 5/17/23) TTA
- d) Class A/B Commercial Driver License Training- (TA 6/2/23)

*Drop*

Blue Collar Unit Union Proposal 6/30/23

- e) **Crew Lead Differential (UP CCL 6/30/23)**  
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 be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

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 (UP CCL 6/30/23)**  
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 one dollar and forty cents (\$1.40-) per hour above the regular salary rate for each hour actually worked.

- g) **Electronic Repair Technician Lead (UP CCL 6/30/23)**  
When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of one dollar and ninety cents-(\$1.90) per hour above the regular salary rate for each hour actually worked.

- h) **Fleet Services Mechanic Class A Differential (Union accepts Fleet & rejects Roads)**  
Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate ~~monthly allowance~~ of three hundred & ~~forty~~ twenty five dollars (~~\$3250.00~~) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.


~~Up to six (6) workers, two (2) per yard, in the position of Road Maintenance Worker III who hold and maintain a Class A license shall be compensated a flat rate of three hundred & fifty dollars (\$350.00) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A vehicle.~~



## Blue Collar Unit Union Proposal 6/30/23

- TA
- i) ~~Fleet Parts Coordinator &~~ Emergency Installer Lead Differential  
(Union Modified 6/30/23)  
One ~~Fleet Parts Coordinator and~~ Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar and fifty cents (\$1.50-) per hour above the regular salary rate for each hour actually worked.
- j) Food Service Worker-Correction Extended Lead Differential UP CCL 6/16/23)
- k) Gardener Lead Differential (CCL) TA
- l) Janitorial Project Team Crew Differential (Union TA to CP 6/24/23)
- m) Janitors-Retort Differential (Union TA CP 6/15/23)
- n) ~~Kenel Attendant~~ Animal Services Assistant Lead Differential (Union TA CP 6/15/23)
- o) Lead Auto Mechanic Differential CCL TA
- p) Lead Fleet Service Mechanic Differential Union Modified 6/30/23
- q) Lead Baker Differential CCL TA
- r) Lead Janitor Differential Union Accepts CP 6/2/23
- s) Lead Laundry Worker II Differential (CCL TA) Union rejects CP
- t) Lead ~~Stock Clerk~~ Messenger Driver Differential Union TA CP 5/25/23
- u) Offset Press Operator I CCL TA
- v) Pesticide Recommendation Differential CCL TA
- w) Road Maintenance Worker III Dual Function/Lead Differential CCL TA
- x) Road Maintenance Worker III/Road Maintenance Worker IV  
Welding Differential (UP CCL)  
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 be compensated at the flat rate of one dollar and seventy cents (\$ 1.70) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- y) Road Maintenance Worker IV Dual Function Differential CCL TA

APPENDIX D –  
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- z) Stationary Engineer Differential CCL TA
- aa) ~~Stock Clerk Materials Supply Specialist Bulk Storage Differential~~ (UP accept CP 6/28/23)  
Incumbents in the class of ~~Stock Clerk Materials Supply Specialist~~ at Santa Clara Valley Healthcare and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one-dollar and-five cents (\$1.05) per hour above the regular rate for each hour actually worked.
- bb) Park Service Attendant Lead Differential CCL TA
- cc) Water Treatment Certification Stipend CCL TA
- ~~dd) Electronic Repair Tech. badge access, security & Networking Applications Union with draws to PP 6/2/23)~~
- ee)  ~~Electronic Repair Technician - Fire/life safety systems Differential~~ Union withdraw only with acceptance of the side letter  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Valley Healthcare Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty four dollars (\$340.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.
- ff) ~~Electronic repair Technician Project Lead~~ Union withdraws on 6/2/23)  
Park Heavy Equipment Operator Trainer Differential Union accept CP 6/14/23 TA  
When assigned to perform the functions of training and/or onboarding at the peer to peer level of another Park Heavy Equipment operator, one incumbent in the classification of a Park Heavy Equipment Operator, may receive a differential of two dollars (\$2.00) per hour above the regular rate for each hour actually worked.
- ~~gg) Road Maintenance Worker III Class A License~~ Union Withdraws 5/26/23)
- hh) Cook/Correctional Cook Lead – UP accepts CP 6/28/23)  
When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated Five percent (5%) above the employee's salary range and step. During a full shift in which there is more than 1 cook or correctional cook assigned to the same location, and there I no lead or supervisor scheduled for that shift, when assign the full range of lead duties, at least one (1) cook or correctional cook can be assigned this lead differential.
- ii) Materials Supply Specialist Lead Differential (Union TA CP 6/14/23)

Blue Collar Unit Union Proposal 6/30/23



jj)

Electrical/Electronic Technician Series Crane Operator (Union modifies CP 6/28/23)

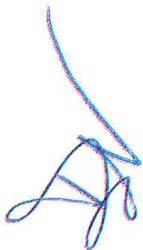
Those incumbents in the Electrical/Electronic Technician Series who possess and maintain a valid crane Operator's certificate, and who are assigned to operate a crane shall be compensated at the flat rate of two dollars and sixty-two cents (\$2.62) per hour above the regular rate for each hour that the is required to complete the assignment.



Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and twenty dollars (\$30020) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

D.7 - Work Out of Class (Union CCL 5/10/23) TA

- a) Electrical/Electronic Technician
- b) Laundry Worker I-



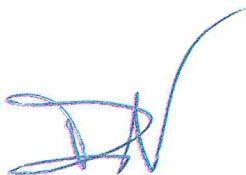
APPENDIX D –  
Blue Collar Unit Union Proposal 6/30/23



Side Letter Agreement  
Between SEIU Local 521  
And County of Santa Clara

The parties agree that addressing the vacancy and recruitment issues that exist with specific Blue Collar Classifications is essential to providing quality public services to the County. In order to address that, the parties agree that within 90 days after ratification of agreement, a classification study shall be initiated, or notice to Union of progress, completed and noticed to the Union, no later than August 30, 2024, for the following classifications:

1. Electronic Repair Technician
2. Custody Support Assistant
3. Electrical Electronic Technician Series
4. Janitors



APPENDIX D –  
Blue Collar Unit Union Proposal 6/30/23

Side Letter Agreement Supposal  
Between SEIU Local 521  
And County of Santa Clara



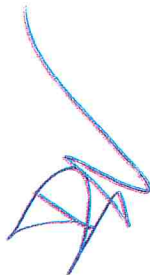
D.6 – Differentials

i) ~~Fleet Parts Coordinator &~~ Emergency Installer Lead Differential  
(UP Modified 6/30/23)

One ~~Fleet Parts Coordinator and~~ Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

p) Lead Fleet Service Mechanic & Fleet Parts Coordinator Lead Differential (UP Modified 6/30/23)

When assigned the full range of lead responsibilities, no more than ~~five~~ four (54) Lead Fleet Service Mechanic positions and one (1) Fleet Parts Coordinator shall be compensated at the rate of one (1) full salary range (approximately 5%) higher than that specified for regular positions in these classes.



DROP

Sideletter between the County of Santa Clara and SEIU Local 521 Blue Collar Unit

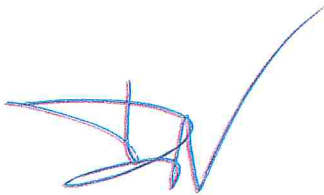
Laundry Worker Classification

The parties agree to a realignment proposal of two percent (2%) only. The parties acknowledge that the Union takes the position that the meet and confer process has not completed for the classification Specification revisions and the Union does not waive its rights or provide concurrence by agreeing to realignment and classification collapse to Laundry Worker. This is a non-precedent setting agreement.

June 30, 2023

COUNTY:

UNION:

A handwritten signature in blue ink, consisting of several overlapping loops and a long, sweeping tail that extends upwards and to the right.

APPENDIX D –  
Blue Collar Unit Union Proposal 7– 6/12/23

Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL</del> STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <del>HEAVY</del> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

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APPENDIX D –  
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Job Code	Job Title
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER <i>{need job spec}</i>
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
<del>XXX</del>	<del>SENIOR CUSTODY SUPPORT TECH. (JC TBD)</del>
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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

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APPENDIX D –  
Blue Collar Unit Union Proposal 7– 6/12/23

**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT <del> -</del> <i>should ok</i>	<del>15</del> 12 7% 5
K93	ELECTRICAL/ELECTRONIC ASSISTANT -	<del>20</del> 15 12% 9
K92	ELECTRICAL/ELECTRONIC TECHNICIAN -	<del>20</del> 15 12% 9
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN -	<del>20</del> 15 12% 9
K94	ELECTRONIC REPAIR TECHNICIAN	<del>15</del> 12 9% 5
M48	<del>GENERAL MAINTENANCE MECHANIC I</del>	<del>119</del> 0% 14
M47	GENERAL MAINTENANCE MECHANIC II	<del>119</del> 6% 14
M56	GENERAL MAINTENANCE MECHANIC III	<del>119</del> 6% 15
H18	JANITOR	<del>119</del> % 4
M20	FACILITIES MAINTENANCE REPRESENTATIVE	<del>15</del> 12 6% 5
M26	FLEET PARTS COORDINATOR	<del>15</del> 12 8%
K13	<del>ASSOCIATE TELECOMMUNICATIONS TECHNICIAN</del>	<del>108</del> % 5
L35	TELECOMMUNICATIONS TECH.	<del>108</del> % 20
K18	<del>SENIOR TELECOM. TECH.</del>	<del>108</del> %
H64	DIETETIC ASSISTANT <del> -</del> <i>ok</i>	<del>15</del> 12 3%
H68	FOOD SERVICE WORKER-CORRECTION	<del>125</del> % TA
H67	FOOD SERVICE WORKER I	<del>125</del> % TA
H66	FOOD SERVICE WORKER II	<del>125</del> % TA
H28	<del>GARDENER</del>	<del>119</del> %
E28	<del>MESSENGER DRIVER</del>	<del>129</del> %
T32	<del>PARK SERVICES ATTENDANT</del>	<del>129</del> %
N43	<del>RESIDENT ROAD MAINTENANCE WORKER III</del>	<del>129</del> %
N41	<del>RESIDENT ROAD MAINTENANCE WORKER IV</del>	<del>129</del> %
N67	<del>ROAD MAINTENANCE WORKER I</del>	<del>129</del> %
N66	ROAD MAINTENANCE WORKER II	<del>129</del> 6% 13
N65	ROAD MAINTENANCE WORKER III	<del>129</del> 6% 13
N64	ROAD MAINTENANCE WORKER IV	<del>129</del> 6% 13
N61	<del>ROAD MAINTENANCE SUPERVISOR</del>	<del>12</del> %
X78	<del>VECTOR CONTROL TECHNICIAN I</del>	<del>15</del> 12%
X77	<del>VECTOR CONTROL TECHNICIAN II</del>	<del>15</del> 12%
X76	<del>VECTOR CONTROL TECHNICIAN III</del>	<del>15</del> 12%
X79	<del>VECTOR CONTROL TRAINEE</del>	<del>15</del> 12%
N80	TRAFFIC PAINTER I	<del>129</del> 6% 13
N79	TRAFFIC PAINTER II	<del>129</del> 6% 13
N78	<del>TRAFFIC PAINTER III</del>	<del>129</del> %
H17	UTILITY WORKER	<del>119</del> 6% 3
H59	COOK	<del>15</del> 12 8% 3 1/2
H61	CORRECTIONAL COOK	<del>15</del> 12 8% 5 1/2

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APPENDIX D –  
Blue Collar Unit Union Proposal 7– 6/12/23

**D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23**

The County will train managers and supervisors within the department of Environmental Services – SCVHHS on eligible lists, filling behind temporary vacancies, and the appropriate use of provisional, substitute provisional appointments, special long-term leave codes and extra help.

**D.3 – Training and Development**

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

a) **Career Development Advancement (Union Modified 6/12/23)**

The following classifications **may shall** be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor Road

Maintenance Worker I / Janitor Road

Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker General

Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II Park

Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Sr. Biomedical Engineering Technician / Associate Biomedical~~

~~Engineering Technician~~

Electrical/Electronic Technician / Electronic Repair Technician

Park **Heavy** Equipment Operator / Park Maintenance Worker II

~~Materials Supply Specialist/ Associate Biomedical Engineering~~

~~Technician~~

~~Janitor/ Health Services Assistant II~~

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APPENDIX D –

Blue Collar Unit Union Proposal 7– 6/12/23

- 1) Instead of appointing directly to the hire higher classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer Associate Biomedical Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.

If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer Associate Biomedical Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligible candidates be certified from the appropriate lower level eligible classification list.

Should any of the classifications listed above in this section become modified, eliminated or a new classification created the with a current reclassify, this section shall apply to those classifications incumbents.

- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher-level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
- 4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she they shall be promoted to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she they shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 they 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 their 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 the qualifying exam, he/she they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she they shall be transferred to a vacant position in his/her their former classification for which they is are eligible in his/her their current department. If there are no vacancies the worker shall transfer to his/her their former classification in a vacant position in his/her their former department for which he/she they is are eligible.

Within 3 months after the ratification of this agreement, the Union and management shall

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~~establish committees for the following trainings: union withdraws~~

b) **Blue Collar Career Development and Education TA 6/2/23**

At least two (2) times per contract year, in consultation with the union, the County shall have informational session for workers in the Blue-Collar Unit. The formational sessions shall aide in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

c) **Automotive Attendant and Fleet Services Assistant Mechanic Training TA 5/26/23**

The training program shall be designed to prepare Automotive Attendant and Fleet Services Assistant Mechanic for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.

d) **County Communications Technical Division Training TA 5/3/23**

The County will provide training for the County Communications Technical Division. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs.

e) **Park Services Attendant Training Program Union agree to CP 5/25/23 TTA**

During the term of the agreement, the County will make available to Park Services Attendants no more ~~less~~ than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker to be alternately staffed with Park Services Attendant.

The hiring authority ~~may~~ shall accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Park Services Attendants may apply for such transfers and the 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~~ shall 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~~ shall 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 shall 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.

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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~~ they 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.

f) **Offset Press Operator Training TA 6/2/23**

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 12.9 of the contract.

g) **Heavy Road Equipment Training UP Modified 6/12/23**

The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided **in the evenings or over the weekends, on paid County time when applicable**. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have **up to** two (2) sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

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- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

2. **Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

3. **Ten Wheelers**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

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

4. **Sweeper Training**

Sweeper equipment training ~~will~~ shall be provided on an as- needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

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5. **Boom/Aerial Truck Training**

Boom/Aerial truck training ~~will~~ shall be provided by the County, on County time. ~~as management deems necessary.~~

6. **Mobile Crane Training**

Mobile crane training shall be provided by the County, on County time.

h) **Animal Control Officer Training- TTA 5/17/23**

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.

i) **Production Graphics Technician Training-Provide the training program- TTA 5/3/23**

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.

j) **Vector Control Training Committee- Union accept CP 5/3/23**

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 per calendar year.

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- k) **Telecommunications Training** (Union Accept CP 5/17/23 TTA)  
The County will shall provide training for the Telecommunications Technician Series, ~~Associate Telecommunications Technician~~ and ~~Senior Telecommunications Technician~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- l) **Biomedical & ~~Medical~~ Equipment Repair Training** (Union Accept CP 5/17/23 TTA)  
The County will shall provide training for the Biomedical Engineering Technician Series I & II, ~~Senior Biomedical Equipment Technician~~, and ~~Medical Equipment Repairer~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- m) **Electronic Repair Technician TTA**  
The County will shall provide training for Electronic Repair Technicians. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs, and requirements from local and/or state fire marshal.
- n) **Time Off for Career Advancement CCL**  
The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.
- o) **~~Janitor training for SCVMC System-~~** Union with draws 6/9/23  
~~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 training programs based on relevance and programmatic needs. The committee shall research and recommend training opportunities for workers. Such research and recommendations may include training issues related to Janitors at SCVMC.~~
- p) **Fleet Service Mechanic, Class A/B Training with Passenger Endorsement and Air Brake** Union Modified 6/12/23  
For those eight (8) initial in the Fleet Services Mechanics Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County shall provide initial Commercial Divers License Class A Trainings for employees in the Fleet Services Mechanic series by seniority.



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**D.4 – Miscellaneous (3)**

- a) **Tool Allowance** Union accepts CP 6/9/23 TA 6/12/23
1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the one (31) grand parented employees hired prior to 2007 an annual tool allowance voucher of \$425 \$600550500, or the county will supply the grand parented Auto mechanic with a new county issued mechanics tools se kit & box.
  2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new Fleet Service job classifications that require uniforms and safety equipment are created during the duration of this agreement, they shall qualify for provisions in sections 9.1 and 9.3.
  3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
  4. Allowances will be paid prior to June 30 of each applicable year.
- b) **Dietetic Assistant Meals- CCL**  
Dietetic Assistants assigned to any department are entitled to free meal privileges for those meals that occur during their prescribed work schedule.
- c) **After-Hours Telephone Call Pay -Union Accept CP 5/17/23 TTA**  
Workers in the classification of Senior Park Maintenance Worker 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-hours telephone call, or the actual time spent, whichever is greater.

No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after- hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-

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four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, the employee who received the call, and the purpose for the call.

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

d) **County Email Correspondence and Computer Use** (County accepts 5/19/23) TTA

~~When appropriate, e~~ Employees shall be allowed a reasonable amount of work time on the clock, not to include break time for work-related email correspondence, required SCC e-learning, trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement. All Blue Collar workers shall be granted time off the floor to complete SCC e-learning trainings, work related emails and websites on paid time.

### D.5 – Seniority/Promotional Program

a) **Purpose** CCL 5/10/23

The purpose of this section is to use seniority as a selection criterion for the covered classifications listed in Section (d).

b) **Definitions** CCL 5/10/23

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.

c) **Vacancies within Promotional Classes** CCL 5/10/23

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

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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.

d) **Classes Covered** Union accept CP 5/17/23 TTA)

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
- ~~2. Bindery Worker II~~
2. Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: Theat Electrical/Electronic Technician series ~~two (2)~~ ~~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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

**D.6 – Differentials**

a) **Animal Transport Differential (TTA)**

Incumbents in the class of Animal Services Assistant ~~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.

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- b) **Automotive Services Excellence (ASE) Certification Differential Union Holds to 6/2/23**  
Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-six two~~ Seventy five percent (0.~~7056~~25%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half five~~ point sixtwo percent (~~545.0~~50%) above the employee's salary range.
- c) **Biomedical—~~Equipment~~ Engineering Technician Lead Differential (Union Accepts CP 5/17/23) TTA**  
When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.
- When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.
- When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.
- d) **Class A/B Commercial Driver License Training- (TA 6/2/23)**  
Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one-three~~ two dollars and ~~twenty five~~ seventy-five cents (~~\$1.75-3.00~~2.250) per hour above the regular rate for each hour of training.

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- e) **Crew Lead Differential (Union Holds 6/9/23)**  
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 be compensated at the ~~flat~~ rate of ~~one dollar and fifty cents~~ ~~sevensix~~ ~~five point five percent~~ (~~\$1.50~~ ~~76~~ 5.5%) per hour above the regular salary rate for each hour actually worked.
- 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 (Union Holds 6/9/23)**  
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 ~~one dollar and forty cents~~ ~~seven~~ ~~Six~~ ~~five point percent~~ (~~\$1.40~~ ~~76~~ 5.5%) per hour above the regular salary rate for each hour actually worked.
- g) **Electronic Repair Technician Lead (Union Holds 6/9/23)**  
When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a ~~flat~~ rate of ~~one dollar and ninety cents~~ ~~seven~~ ~~Six~~ ~~five point five percent~~ (~~\$1.90~~ ~~76~~ 5.5%) per hour above the regular salary rate for each hour actually worked.
- h) **Fleet Services Mechanic Class A Differential Union Holds 6/2/23**  
Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred & ~~eighty sixty~~ ~~forty~~ dollars (~~\$340~~ ~~60~~ ~~800~~). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.
- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential**  
**(UP Modified 6/12/23)**  
One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the ~~flat~~ rate of ~~one dollar seven~~ ~~Six~~ ~~five point five percent~~ ~~and fifty cents~~ (~~\$1.50~~ ~~76~~ ~~5.0~~%) per hour above the regular salary rate for each hour actually worked.

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- j) **Food Service Worker-Correction Extended Lead Differential** Union holds 6/9/23)

In recognition of the extended lead responsibilities assigned ~~(on a rotating basis quarterly),~~ the Food Service Worker- Correctional shall be paid a ~~seven~~ ~~Six~~ five point five percent (~~76~~ 5.5%).~~the following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for:~~

~~For one~~ The county shall have one (1) position per shift of Food Service Worker-Correction at each County correctional facility. ~~when assigned by Management as the Dishroom Supervisor for hours worked.~~

- k) **Gardener Lead Differential (CCL) TA**

When assigned to perform a full range of lead duties, the incumbent of up to four (4) Gardener positions shall be compensated at 5% above the employee's range and step.

- l) **Janitorial Project Team Crew Differential** (Union Holds 6/9/23)

Janitors assigned in accordance with the following criteria shall receive ~~one dollar and twenty cents~~ ~~seven~~ ~~Six~~ five point five percent (~~\$1.2076~~ 5.5%) per hour as the total premium payment for each hour actually worked:

- i. Project Team Crew Criteria

Janitors who have bid to work on the team cleaning or project crew or extra help assigned by management 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.

- ii. 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. This section shall also apply to extra help.

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.

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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.

- m) **Janitors-Retort Differential (Union Holds 6/9/23)**  
 Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of ~~one dollar and twenty five cents~~ seven Six five point percent (~~\$1.2576~~ 5.5%) per hour above the regular salary rate for each hour actually worked. This section shall also apply to extra help.
- n) **~~Kennel Attendant~~ Animal Services Assistant Lead Differential (Union Holds 6/9/23)**  
 Up to three (3) ~~Kennel Attendants~~ Animal Services Assistant, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of ~~one dollar and twenty cents~~ seven Six five point five percent (~~\$1.2076~~ 5.5%) per hour above the regular salary rate for each hour actually worked.
- o) **Lead Auto Mechanic Differential CCL TA**  
 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.
- p) **Lead Fleet Service Mechanic Differential** Union withdraws CCL 6/2/23  
 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.
- i. **~~Parks Lead Fleet Service Mechanic Differential-~~**  
~~When assigned the full range of lead responsibilities in the Parks Department, 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.~~

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- q) **Lead Baker Differential CCL TA**  
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.
- r) **Lead Janitor Differential Union Accepts CP 6/2/23**  
When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Healthcare ~~and Hospital System to be split proportionately between all hospital and clinics~~, and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.
- s) **Lead Laundry Worker II Differential (CCL TA) Union rejects CP**  
An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.
- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential Union TA CP 5/25/23**  
One incumbent ~~of in~~ the ~~Stock Clerk~~ Messenger Driver 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.
- u) **Offset Press Operator I CCL TA**  
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.
- v) **Pesticide Recommendation Differential CCL TA**  
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.



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- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**  
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 two (2) or more other Road Maintenance Worker I, II, or 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.
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential (Union Holds 6/9/23)**  
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 be compensated at the ~~flat rate of one dollar and seventy cents~~ ~~seven Six~~ five point five percent (~~\$1.7076~~ 5.5%) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**  
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more other Road Maintenance Workers I, II, and III. 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.
- z) **Stationary Engineer Differential CCL TA**  
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.
- aa) **~~Stock Clerk~~ Materials Supply Specialist Bulk Storage Differential (Union Holds 6/9/23)**  
Incumbents in the class of ~~Stock Clerk~~ Materials Supply Specialist at Santa Clara ~~Valley Healthcare and Hospital Systems~~ when assigned to a shift in the Bulk Storage Area shall be compensated at the ~~flat rate of one dollar and five cents~~ ~~seven Six~~ five point five percent (~~\$1.0576~~ 5.5%) per hour above the regular rate for each hour actually worked.
- bb) **Park Service Attendant Lead Differential CCL TA**  
Up to seven (7) incumbents in the classification of Park Service Attendant assigned to provide the full range of Lead responsibilities shall be compensated at the flat rate of one dollar (\$1.00) per hour above the regular rate for each hour actually worked. During the peak season, (April 1 – October 31), three (3) additional incumbents will receive the lead differential.

APPENDIX D –

Blue Collar Unit Union Proposal 7– 6/12/23

- cc) **Water Treatment Certification Stipend CCL TA**  
General Maintenance Mechanics (GMMs) who obtain and maintain a State Water Treatment Operator (T1) or Distribution (D1) certification shall be compensated at a bi-weekly rate of twenty-five dollars \$25 when assigned water treatment duties.  
In addition, GMMs who obtain and maintain a Pool Operator Certification shall be compensated at a flat bi-weekly rate of twelve dollars and fifty cents \$12.50 when assigned to work in the maintenance of pools.
- dd) ~~**Electronic Repair Tech. badge access, security & Networking Applications**~~ Union with draws to PP 6/2/23)  
~~When performing the duties of applications administrator with networking of security cameras, badge access readers and kronos networking, Electronic repair technician's shall be compensated an additional ten six percent (106%) above their base pay or be compensated at the Applications Administrator Level, which ever is greater.~~
- ee) **Electronic Repair Technician - Fire/life safety systems Differential**  
**Union Holds 6/2/23)Info**  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and ~~eighty~~ forty dollars (\$340.~~80~~). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.
- ff) ~~**Electronic repair Technician Project Lead**~~ Union withdraws on 6/2/23)  
~~An incumbent in the class of Electronic Repair Technician when assigned by management to inspect & oversee vendors performing work for a project shall be compensated at the rate of a Project Control Specialist classification or ten six percent 106% whichever is greater.~~
- gg) ~~**Road Maintenance Worker III Class A License**~~ Union Withdraws 5/26/23)  
~~Any Road Maintenance Worker III who possesses a Class A licensure shall be compensated an additional ten percent (10%) above their base pay when performing duties of the Road Maintenance for each hour actually worked.~~
- hh) **Cook/Correctional Cook Lead –** Union Holds 6/2/23)  
~~Cooks or Correctional Cooks who act as a lead, or provide direction to inmates and/or other employees through the course of their work~~ When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated an additional ~~seven~~ Six Five percent (~~7 6~~5%) above the employee's salary range and step. ~~base pay~~

APPENDIX D –

Blue Collar Unit Union Proposal 7– 6/12/23

- ii) **Materials ~~Warehouse Handler~~ Supply Specialist Lead Differential**  
(Union Holds 6/9/23)  
Incumbents in the class of Materials ~~Warehouse Handler~~ supply Specialist who perform lead duties shall be compensated an additional ~~seven six~~ five point five percent (~~7 6~~ 5.5%) above their base pay.
  
- jj) **Senior Electrical/Electronic ~~Repair~~ Technician and Electrical/Electronic Technician** Union Holds 6/2/23)  
Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and forty ~~sixty-eighty~~ dollars ~~3406080~~) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

**D.7 - Work Out of Class (Union CCL 5/10/23) TA**

- a) **Electrical/Electronic Technician**  
Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.
  
- b) **Laundry Worker I-**  
An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

Union.  
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Negotiations between Service Employee International Union, Local 521 and  
County of Santa Clara  
Union Package Proposal  
Blue Collar Unit Table

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_

D.1	SALARIES	SEE ATTACHED
D.3	TRAINING AND DEVELOPMENT	SEE ATTACHED
D.6	DIFFERENTIAL	SEE ATTACHED

Side letter

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

Side Letter Agreement  
Between SEIU Local 521  
And County of Santa Clara

The parties agree that addressing the vacancy and recruitment issues that exist with specific Blue Collar Classifications is essential to providing quality public services to the County. In order to address that, the parties agree that no later than January 1, 2024, a classification study shall be initiated, completed and noticed to the Union, no later than August 30, 2025, for the following classifications:

1. Electronic Repair Technician
2. Custody Support Assistant
3. ~~Electrical-Electronic Technician Series~~

APPENDIX D –  
Blue Collar Unit Union Package 6/16/23

- ee) Electronic Repair Technician – Fire/life safety systems Differential  
Union withdraw only with acceptance Package with of the side letter.  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty four dollars (\$340.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.
- ff) Electronic repair Technician Project Lead Union withdraws on 6/2/23)
- ~~gg) Road Maintenance Worker III Class A License Union Withdraws 5/26/23)~~
- hh) Cook/Correctional Cook Lead – UP Holds 6/16/23)  
When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated an additional Five percent (5%) above the employee’s salary range and step. base pay
- ii) Materials Supply Specialist Lead Differential (Union TA CP 6/14/23)  
When assigned to perform the full range of lead duties, Incumbents in the Materials supply Specialist shall be compensated five percent (5.%) above the workers salary range and step.
- jj) Senior Electrical/Electronic Technician and Electrical/Electronic Technician UP package 6/16/23)  
Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and twenty dollars (\$320) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

**D.7 - Work Out of Class (Union CCL 5/10/23) TA**

- a) **Electrical/Electronic Technician**  
Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.
- b) **Laundry Worker I-**  
An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

APPENDIX D –  
Blue Collar Unit Union Package 6/16/23

- o) **Lead Auto Mechanic Differential CCL TA**
- p) **Lead Fleet Service Mechanic Differential** Union withdraws CCL 6/2/23
- q) **Lead Baker Differential CCL TA**
- r) **Lead Janitor Differential** Union Accepts CP 6/2/23
- s) **Lead Laundry Worker II Differential (CCL TA)** Union rejects CP
- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential** Union TA CP 5/25/23
- u) **Offset Press Operator I CCL TA**
- v) **Pesticide Recommendation Differential CCL TA**
- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential (UP package 6/16/23)**  
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 be compensated at the flat rate of ~~two one~~ **two** dollars ~~and seventy cents (\$2.00 1.70)~~ per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**
- z) **Stationary Engineer Differential CCL TA**
- aa) **~~Stock Clerk~~ Materials Supply Specialist Bulk Storage Differential-(UP package 6/16/23)**  
Incumbents in the class of ~~Stock Clerk~~ Materials Supply Specialist at Santa Clara ~~Valley Healthcare and Hospital Systems~~ when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one dollar and ~~five fifty~~ **two** cents (~~\$1.50 05~~) per hour above the regular rate for each hour actually worked.
- bb) **Park Service Attendant Lead Differential CCL TA**
- cc) **Water Treatment Certification Stipend CCL TA**
- dd) ~~**Electronic Repair Tech. badge access, security & Networking Applications**~~  
Union with draws to PP 6/2/23)

APPENDIX D –

Blue Collar Unit Union Package 6/16/23

- f) **Custody Support Assistant Lead Differential (UP package 6/16/23)**  
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 ~~one dollar and forty cents~~ **five percent (\$1.40 5%)** per hour above the regular salary rate for each hour actually worked.
- g) **Electronic Repair Technician Lead (UP package 6/16/23)**  
When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat-rate of ~~one dollar and ninety cents~~ **five percent (\$1.90 5%)** per hour above the regular salary rate for each hour actually worked.
- h) **Fleet Services Mechanic Class A Differential (UP package 6/16/23)**  
Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred & ~~forty~~ **twenty** dollars (\$3~~20-00~~). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle
- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential (UP Hold 6/12/23) Discussion**  
One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of ~~one dollar~~ **five percent and fifty cents (\$1.50 5.0%)** per hour above the regular salary rate for each hour actually worked.
- j) **Food Service Worker-Correction Extended Lead Differential (UP CCL 6/16/23)**  
In recognition of the extended lead responsibilities assigned (on a rotating basis quarterly), the following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for:  
  
For one The county shall have one (1) position per shift of Food Service Worker-Correction at each County facility. when assigned by Management as the Dishroom Supervisor for hours worked.
- k) **Gardener Lead Differential (CCL) TA**
- l) **Janitorial Project Team Crew Differential (UP package 6/16/23)**  
Janitors assigned in accordance with the following criteria shall receive one dollar and ~~twenty~~ **fifty** cents (\$1.~~50~~**20**) per hour as the total



APPENDIX D –

Blue Collar Unit Union Package 6/16/23

c) **Biomedical—~~Equipment~~ Engineering Technician Lead Differential**  
(Union Accepts CP 5/17/23) TTA

When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

d) **Class A/B Commercial Driver License Training- (TA 6/2/23)**

Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one two~~ dollars and ~~twenty five~~ ~~seventy five~~ cents (~~\$1.75~~ ~~2.25~~) per hour above the regular rate for each hour of training.

e) **Crew Lead Differential (UP package 6/16/23)**

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 be compensated at the ~~flat~~ rate of ~~one dollar and fifty cents~~ ~~five~~ percent (~~\$1.50~~ ~~76~~ ~~5~~%) per hour above the regular salary rate for each hour actually worked.

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.

APPENDIX D –  
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- n) **Time Off for Career Advancement CCL**
  - o) **Fleet Service Mechanic, Class A/B Training with Passenger Endorsement and Air Brake UP package 6/16/23**  
For those in the Fleet Services Mechanics Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County shall provide initial Commercial Divers License Class A Trainings for employees by seniority.
- D.4 – Miscellaneous (3)**
- a) **Tool Allowance** Union accepts CP 6/9/23 TA 6/12/23
  - b) **Dietetic Assistant Meals- CCL**
  - c) **After-Hours Telephone Call Pay -Union Accept CP 5/17/23 TTA**
  - d) **County Email Correspondence and Computer Use** (County accepts 5/19/23) TTA
- D.5 – Seniority/Promotional Program**
- a) **Purpose** CCL 5/10/23
  - b) **Definitions** CCL 5/10/23
  - c) **Vacancies within Promotional Classes** CCL 5/10/23
  - d) **Classes Covered** Union accept CP 5/17/23 TTA)
- D.6 – Differentials**
- a) **Animal Transport Differential** (TTA)
  - b) **Automotive Services Excellence (ASE) Certification Differential** **Union Holds to 6/12/23**  
Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-six two- five~~ percent (0.~~705625~~%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half five~~ percent (~~545.0~~%) above the employee's salary range.

**APPENDIX D –**  
**Blue Collar Unit Union Package 6/16/23**

- 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.
2. **Ten Wheelers**  
Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.
- Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.
3. **Sweeper Training**  
Sweeper equipment training ~~will~~ shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.
4. **Boom/Aerial Truck Training**  
Boom/Aerial truck training ~~will~~ shall be provided by the County, on County time, as management deems necessary.
5. **Mobile Crane Training**  
Mobile crane training shall be provided by the County, on County time, as management deems necessary.
- h) **Animal Control Officer Training- TTA 5/17/23**
- i) **Production Graphics Technician Training-Provide the training program- TTA 5/3/23**
- j) **Vector Control Training Committee- Union accept CP 5/3/23 TA**
- k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**
- l) **Biomedical & ~~Medical~~ Equipment Repair Training (Union Accept CP 5/17/23 TTA)**
- m) **Electronic Repair Technician TTA**

APPENDIX D –  
Blue Collar Unit Union Package 6/16/23

- b) **Blue Collar Career Development and Education TA 6/2/23**
- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training TA 5/26/23**
- d) **County Communications Technical Division Training TA 5/3/23**
- e) **Park Services Attendant Training Program Union agree to CP 5/25/23 TTA**
- f) **Offset Press Operator Training TA 6/2/23**
- g) **Heavy Road Equipment Training UP package 6/16/2323**

The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided on county time in the evenings or over the weekends. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have up to two (2) sites if there is an expressed interest and enough participation from workers.

**1. Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

**2. Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.

APPENDIX D –

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- 1) Instead of appointing directly to the ~~hire~~ higher classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer Associate Biomedical Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.

If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer Associate Biomedical Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligible candidates be certified from the appropriate lower level eligible candidates list.

If any of the classifications in Section D.3.a) get modified or eliminated, either party can request to meet and confer on including any applicable new classifications listed above in Section D.3.a).

- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher-level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person. In-lieu of an existing departmental agreement, Seniority will be based on days of accrued service as computed and reported on the employee's pay check within a coded classification with the County.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
- 4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she they shall be promoted to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she they shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 they 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 their 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 the qualifying exam, he/she they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she they shall be transferred to a vacant position in his/her their former classification for which they is are eligible in his/her their current department. If there are no vacancies the worker shall transfer to his/her their former classification in a vacant position in his/her their former department for which he/she they is are eligible.

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

APPENDIX D –

Blue Collar Unit Union Package 6/16/23

D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23

D.3 – Training and Development

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

a) **Career Development Advancement** (UP package 6/16/23)

The following classifications may shall be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor Road

Maintenance Worker I / Janitor Road

Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker General

Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II Park

Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Sr. Biomedical Engineering Technician / Associate Biomedical~~

~~Engineering Technician~~

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

~~Materials Supply Specialist/ Associate Biomedical Engineering~~

~~Technician~~

~~Janitor/ Health Services Assistant II~~

**APPENDIX D –**  
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**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	3%
K93	ELECTRICAL/ELECTRONIC ASSISTANT	9%
K92	ELECTRICAL/ELECTRONIC TECHNICIAN	9%
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	9%
K94	ELECTRONIC REPAIR TECHNICIAN	5%
<del>M48</del>	<del>GENERAL MAINTENANCE MECHANIC I</del>	<del>0%</del>
M47	GENERAL MAINTENANCE MECHANIC II	3%
M56	GENERAL MAINTENANCE MECHANIC III	3%
H18	JANITOR	3%
M20	FACILITIES MAINTENANCE REPRESENTATIVE	4%
M26	FLEET PARTS COORDINATOR	4%
<del>K13</del>	<del>ASSOCIATE TELECOMMUNICATIONS TECHNICIAN</del>	<del>0%</del>
L35	TELECOMMUNICATIONS TECH.	6%
<del>K18</del>	<del>SENIOR TELECOM. TECH.</del>	<del>0%</del>
H64	DIETETIC ASSISTANT	2% TA
H68	FOOD SERVICE WORKER-CORRECTION	5%TA
H67	FOOD SERVICE WORKER I	5%TA
H66	FOOD SERVICE WORKER II	5%TA
<del>T32</del>	<del>PARK SERVICES ATTENDANT</del>	<del>0%</del>
<del>N43</del>	<del>RESIDENT ROAD MAINTENANCE WORKER III</del>	<del>0%</del>
<del>N41</del>	<del>RESIDENT ROAD MAINTENANCE WORKER IV</del>	<del>0%</del>
<del>N67</del>	<del>ROAD MAINTENANCE WORKER I</del>	<del>0%</del>
N66	ROAD MAINTENANCE WORKER II	2%
N65	ROAD MAINTENANCE WORKER III	2%
N64	ROAD MAINTENANCE WORKER IV	2%
<del>N61</del>	<del>ROAD MAINTENANCE SUPERVISOR</del>	<del>0%</del>
<del>X78</del>	<del>VECTOR CONTROL TECHNICIAN I</del>	<del>0%</del>
<del>X77</del>	<del>VECTOR CONTROL TECHNICIAN II</del>	<del>0%</del>
<del>X76</del>	<del>VECTOR CONTROL TECHNICIAN III</del>	<del>0%</del>
<del>X79</del>	<del>VECTOR CONTROL TRAINEE</del>	<del>0%</del>
N80	TRAFFIC PAINTER I	3%
N79	TRAFFIC PAINTER II	3%
<del>N78</del>	<del>TRAFFIC PAINTER III</del>	<del>0%</del>
H17	UTILITY WORKER	3%
H59	COOK	0%
H61	CORRECTIONAL COOK	5%

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**APPENDIX D –**  
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<b>Job Code</b>	<b>Job Title</b>
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.



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Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL</del> STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

APPENDIX D –  
Blue Collar Unit Union Package 6/16/23

**D.1 – Salaries UP package 6/16/23**

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

<b>Job Code</b>	<b>Job Title</b>
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

COUNTY  
Doc 2  
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6/23/23

**County Proposal #10 to SEIU June 24, 2023  
Appendix D Blue Collar Unit**

**County Rejects Union Package Proposal dated 6/23/23**

**D.1 – Salaries- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/15/23.**

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

<b>Job Code</b>	<b>Job Title</b>
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
<u>V58</u>	<u>ANIMAL SERVICE ASSISTANT</u>
<u>N95</u>	<u>ASSISTANT CHIEF ENGINEER</u>
<u>K06</u>	<u>ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN</u>
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS <del>SYSTEMS</del> TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<u>K03</u>	<u>BIOMEDICAL ENGINEERING TECHNICIAN</u>
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
<del>K06</del>	<del>BIOMEDICAL EQUIPMENT TECHNICIAN I</del>
<del>K03</del>	<del>BIOMEDICAL EQUIPMENT TECHNICIAN II</del>
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER

<b>Job Code</b>	<b>Job Title</b>
L37	COMMUNICATION SYSTEMS TECHNICIAN
<u>H59</u>	<u>COOK</u>
<del>H60</del>	<del>COOK-I</del>
<del>H59</del>	<del>COOK-II</del>
<u>H61</u>	<u>CORRECTIONAL COOK</u>
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC
M17	FLEET SERVICES MECHANIC
M14	FLEET SERVICES MODIFICATION MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I

From: SCCo To SEIU June 24, 2023

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New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

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<b>Job Code</b>	<b>Job Title</b>
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
<del>N96</del>	<del>HOSPITAL STATIONARY ENGINEER</del>
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
<del>V58</del>	<del>KENNEL ATTENDANT</del>
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
<u>G8H</u>	<u>MATERIALS SUPPLY SPECIALIST</u>
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
<del>M49</del>	<del>OCCUPATIONAL THERAPY TECHNICIAN</del>
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> EQUIPMENT OPERATOR
T95	PARK MAINTENANCE CRAFTS WORKER
T93	PARK MAINTENANCE CREW CHIEF
T17	PARK MAINTENANCE WORKER I
T16	PARK MAINTENANCE WORKER II

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<b>Job Code</b>	<b>Job Title</b>
T32	PARK SERVICES ATTENDANT
T1C	PARKS TRAIL SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N61	<del>ROAD OPERATIONS</del> <u>MAINTENANCE</u> SUPERVISOR
N66	ROAD MAINTENANCE WORKER II
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
<del>T07</del>	<del>SEASONAL PARK WORKER</del>
K01	SENIOR BIOMEDICAL EQUIPMENT TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>N95</del>	<del>SENIOR HOSPITAL STATIONARY ENGINEER</del>
T27	SENIOR PARK MAINTENANCE WORKER
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N96	STATIONARY ENGINEER

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Job Code	Job Title
N93	STATIONARY ENGINEER- FAF
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
M25	VEHICLE USE COORDINATOR
G77	WAREHOUSE MATERIALS HANDLER

County **Modifies** CP dated 6/15/23.

JOB CODE	CLASSIFICATION	REALIGNMENT
K13	ASSOC TELECOMMUNICATIONS TECH	<del>0.45%</del> <u>5%</u>
<u>L35</u>	<u>TELECOMMUNICATIONS TECH</u>	<u>5%</u>
<u>K18</u>	<u>SENIOR TELECOMMUNICATIONS TECHNICIAN</u>	<u>5%</u>
K93	ELECTRICAL ELECTRONIC ASST	<del>3.09%</del> <del>5.0%</del> <del>7.0%</del>
K92	ELECTRICAL ELECTRONIC TECH	<del>4.00%</del> <del>5.0%</del> <del>7.0%</del>
K91	SR ELECTRICAL ELECTRONIC TECH	<del>3.00%</del> <del>5.0%</del> <del>7.0%</del>
<u>M20</u>	<u>FACILITIES MAINTENANCE REP</u>	<u>2%</u>

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G74	CUSTODY SUPPORT ASSISTANT	4.04% <del>1.5%</del>
Z74	CUSTODY SUPPORT ASSISTANT - U	4.04% <del>1.5%</del>
H64	DIETETIC ASSISTANT	1.89% <del>2%</del>
Q6Q	DIETETIC ASSISTANT - U	1.89% <del>2%</del>
Z65	FOOD SERVICE WORKER - CORR - U	6.33% <del>5%</del>
H67	FOOD SERVICE WORKER I	8.25% <del>5%</del>
Z66	FOOD SERVICE WORKER I - U	8.25% <del>5%</del>
H66	FOOD SERVICE WORKER II	7.86% <del>5%</del>
Z64	FOOD SERVICE WORKER II - U	7.86% <del>5%</del>
H68	FOOD SERVICE WORKER-CORR	6.33% <del>5%</del>
M48	GENERAL MAINT MECHANIC I	3.60% <del>1.5%</del>
M47	GENERAL MAINT MECHANIC II	2.52% <del>1.5%</del>
Z92	GENERAL MAINT MECHANIC II - U	2.52% <del>1.5%</del>
M56	GENERAL MAINT MECHANIC III	2.25% <del>1.5%</del>
H86	LAUNDRY WORKER I	4.30% <del>2%</del>
H87	LAUNDRY WORKER I - U	4.30% <del>2%</del>
H84	LAUNDRY WORKER II	4.75% <del>2%</del>
<b>K94</b>	<b>ELECTRONIC REPAIR TECHNICIAN</b>	<b>3.10%</b>
<b>Z93</b>	<b>ELECTRONIC REPAIR TECHNICIAN-U</b>	<b>3.10%</b>
T90	AIRPORT OPERATIONS WORKER	2.24%
V57	ANIMAL CONTROL OFFICER	1.44%
W57	ANIMAL CONTROL OFFICER-U	1.44%
L36	ASSOCIATE COMM SYSTEMS TECH	0.45%
M24	AUTOMOTIVE ATTENDANT	3.22%
Z24	AUTOMOTIVE ATTENDANT-U	3.22%
H63	BAKER	1.06%

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F91	BINDERY WORKER I	4.18%
F90	BINDERY WORKER II	3.16%
K06	BIOMEDICAL EQUIPMENT TECH I	3.00%
K03	BIOMEDICAL EQUIPMENT TECH II	3.00%
M45	BUILDING SYSTEMS MONITOR	1.39%
H60	COOK I	3.16%
Q6T	COOK I - U	3.16%
H59	COOK II	2.64%
E49	DAY CARE CENTER AIDE	1.44%
G7E	ELECTION SYSTEMS TECHNICIAN I	0.88%
G7D	ELECTION SYSTEMS TECHNICIAN II	0.11%
G9D	ELECTION WRKR - WAREHOUSE EH	3.05%
G88	ELECTRICAL STOREKEEPER	2.33%
M28	EMERGENCY VEHICLE EQUIP INSTLR	0.16%
M26	FLEET PARTS COORDINATOR	1.44%
M18	FLEET SERVICES ASST MECHANIC	2.08%
M17	FLEET SERVICES MECHANIC	3.00%
H28	GARDENER	3.71%
N94	INSTITUTIONAL MAINTENANCE ENGR	0.22%
H18	JANITOR	4.44%
Z17	JANITOR - U	4.44%
V58	KENNEL ATTENDANT	3.72%
V5E	KENNEL ATTENDANT - U	3.72%
K19	MEDICAL EQUIPMENT REPAIRER	3.63%

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E28	MESSENGER DRIVER	3.38%
Z26	MESSENGER DRIVER - U	3.38%
F81	OFFSET PRESS OPERATOR I	4.01%
F80	OFFSET PRESS OPERATOR II	1.44%
F85	OFFSET PRESS OPERATOR III	0.85%
G66	OPERATING ROOM STOREKEEPER	2.58%
T13	PARK EQUIPMENT OPERATOR	0.04%
T95	PARK MAINTENANCE CRAFTS WORKER	4.00%
T17	PARK MAINTENANCE WORKER I	2.02%
T1B	PARK MAINTENANCE WORKER I - U	2.02%
T16	PARK MAINTENANCE WORKER II	0.71%
T1A	PARK MAINTENANCE WORKER II - U	0.71%
T32	PARK SERVICES ATTENDANT	4.21%
T3A	PARK SERVICES ATTENDANT - U	4.21%
M38	PARKING LOT CHECKER	3.16%
M35	PARKING PATROL COORD	1.54%
T1C	PARKS TRAIL SPECIALIST	0.33%
F26	PRINT-ON-DEMAND OPERATOR	1.44%
F82	PRODUCTION GRAPHICS TECH	1.15%
M3A	RECORDS RETENTION DRIVER	3.55%
N43	RESIDENT RD MAINT WRKER III	2.50%
N41	RESIDENT RD MAINT WRKER IV	2.50%
N69	ROAD DISPATCHER	0.03%
N61	ROAD MAINTENANCE SUPV	1.50%
N67	ROAD MAINTENANCE WORKER I	3.64%
N66	ROAD MAINTENANCE WORKER II	3.01%

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N65	ROAD MAINTENANCE WORKER III	2.51%
N64	ROAD MAINTENANCE WORKER IV	2.50%
T07	SEASONAL PARK WORKER	6.63%
N63	SIGN SHOP TECHNICIAN	0.67%
K01	SR BIOMEDICAL EQUIPMENT TECH	3.00%
G76	SR WAREHOUSE MATERIALS HANDLER	2.28%
G82	STOCK CLERK	4.14%
G8B	STOCK CLERK - U	4.14%
G81	STOREKEEPER	2.80%
G8C	STOREKEEPER - U	2.80%
N80	TRAFFIC PAINTER I	2.63%
N79	TRAFFIC PAINTER II	2.07%
N78	TRAFFIC PAINTER III	2.00%
H17	UTILITY WORKER	2.30%
H1A	UTILITY WORKER - U	2.30%
X78	VECTOR CONTROL TECHNICIAN I	1.02%
X77	VECTOR CONTROL TECHNICIAN II	3.00%
X76	VECTOR CONTROL TECHNICIAN III	3.00%
X79	VECTOR CONTROL TRAINEE	1.99%
M25	VEHICLE USE COORDINATOR	4.04%
G77	WAREHOUSE MATERIALS HANDLER	3.05%
Z7A	WAREHOUSE MATERIALS HANDLER - U	3.05%

**D.2 – Environmental Services- SCVHHS Vacancies- County Agrees to CCL proposed in UP dated 4/14/23.**

**D.3 – Training and Development County- County Agrees to CCL proposed in UP dated 4/14/23.**

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a) Career Development Advancement- County not in agreement with UP dated 4/14/23. County **Modifies** CP dated 6/15/23.

The following classifications may be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor

Road Maintenance Worker I / Janitor

Road Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker

General Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II

Park Maintenance Worker I / Gardener

Cook / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Biomedical Engineering Technician / Medical Equipment Repairer~~

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

1. Instead of appointing directly to the ~~hire~~ higher classification, the hiring authority may accept the transfer of ~~an appropriately matched and~~ a current staffed lower classification listed in Section D.3.a. coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer,~~ Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.

If there are not enough qualified ~~lower classified candidates in the alternately staffed positions listed in Section D.3.a.~~ Janitors, Utility Workers, General Maintenance Mechanic III's, General Maintenance Mechanic II's, Gardeners, Food Service Worker II's, Food Service Worker I's or Food Service Worker-Correction's, ~~Medical Equipment Repairer,~~ Electronic Repair Technicians, Park Maintenance Worker II's, or Utility Worker's apply for transfer, the department may request that eligibles candidates be certified from the appropriate lower-level eligible candidates list.

From: SCCo To SEIU June 24, 2023

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If any of the classifications in Section D.3.a) get modified or eliminated, either party can demand request to meet and confer on including any applicable the new classification in Section D.3.a). If an agreement is not reached within thirty (30) calendar days of the first meeting, Section D.3.a) shall remain status quo.

2. Selection of workers in classifications listed in ~~s~~Section D.3.(a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person. In-lieu of any existing departmental agreements, seniority will be based on days of accrued service as reported on the workers' paycheck.
3. The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
4. To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, ~~he/she~~ they shall be promoted to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, ~~he/she~~ they shall then be eligible to receive a second promotional rating form after another three (3) months.
5. If the wage difference exceeds the upward salary change of 15% 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~~ they 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~~ their 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 the qualifying exam, ~~he/she~~ they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
6. If a worker does not receive a favorable promotional rating within one (1) year, ~~he/she~~ they shall be transferred to a vacant position in ~~his/her~~ their former classification for which ~~he/she~~ is they are eligible in ~~his/her~~ their current department. If there are no vacancies, the worker shall transfer to ~~his/her~~ their former classification in a vacant position in ~~his/her~~ their former department for which ~~he/she~~ is they are eligible.

**b) Blue Collar Career Development and Education- County in agreement with UP dated 6/2/23.**

From: SCCo To SEIU June 24, 2023

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- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training- Union in verbal agreement with CP at table on 6/2/23**
- d) **County Communications Technical Division Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- e) **Park Services Attendant Training Program- Union in agreement with CP dated 5/3/23.**
- f) **Offset Press Operator Training- County in agreement with UP dated 5/26/23.**
- g) **Heavy Road Equipment Training- County not in Agreement with UP dated 4/14/23. County Holds to CP dated 6/9/23.**

The Roads and Airports Department ~~will~~ shall offer each of the following voluntary training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Voluntary ~~Trainings~~ trainings will be provided in the evenings or over the weekend, or on County time when applicable and approved by management. The County will pay for the instructor(s) and necessary equipment and supplies. Workers will attend sessions on their own time, unless otherwise designated by management. When conducting in-house training, the Roads and Airports Department will have two (2) training sites if there is an expressed interest and enough participation from workers.

**1. Equipment for Road Maintenance Worker IIIs- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/6/23.**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the worker to management.

**2. Equipment for Road Maintenance Worker IVs- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/6/23.**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.

- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the worker to management.

**3. Ten Wheelers- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/14/23.**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

Training shall be offered on a rotational basis by seniority preference as defined by days of accrued service on the workers' paycheck.~~in the Departmental Agreement.~~

**4. Sweeper Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/14/23.**

Sweeper equipment training ~~will~~ shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined by days of accrued service on the workers' paycheck.~~in the Departmental Agreement.~~

**5. Boom/Aerial Truck Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/6/23.**

Boom/Aerial truck training ~~will~~ shall be provided by the County, on County time as management deems necessary.

**New UP 6. Mobile Crane Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 6/6/23.**

**6. Mobile Crane Training**

Mobile crane training shall be provided by the County, on County time, as management deems necessary.

- h) **Animal Control Officer Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- i) **Production Graphics Technician Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- j) **Vector Control Training Committee- Union in agreement with CP dated 5/3/23.**
- k) **Telecommunications Training- Union agrees to CP dated 5/17/23.**
- l) **Biomedical ~~& Medical Equipment Repair~~ Engineering Technician Training- Union in agreement with CP dated 5/17/23.**
- m) **Electronic Repair Technician- County Agrees to UP dated 4/14/23.**
- n) **Time Off for Career Advancement- County in agreement with UP dated 6/2/23**

From: SCCo To SEIU June 24, 2023

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New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

**o) Fleet Service Mechanic Commercial Driver License Class A Training with Passenger and Air Brake Endorsements. Not in agreement with UP dated 6/12/23. County Holds to CP dated 6/6/23.**

For those in the Fleet Services Mechanic Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County may provide initial Commercial Driver's License Class A trainings ~~for employees in the Fleet Services Mechanic series,~~ if management determines there is an operational need and supporting funding is available.

**D.4 – Miscellaneous- Union in agreement with CP dated 6/9/23.**

- a) **Tool Allowance- Union in agreement with CP dated 6/9/23.**
- b) **Dietetic Assistant Meals- County Agrees to CCL proposed in UP dated 4/14/23.**
- c) **After-Hours Telephone Call Pay-Union agrees to CP dated 5/17/23**
- d) **County Email Correspondence and Computer Use- County in agreement with UP dated 5/19/23.**

**D.5 – Seniority/Promotional Program- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/25/23.**

- a) **Purpose- County Agrees to CCL proposed in UP dated 4/14/23.**
- b) **Definitions- County Agrees to CCL proposed in UP dated 4/14/23.**
- c) **Vacancies within Promotional Classes- County Agrees to CCL proposed in UP dated 4/14/23.**
- d) **Classes Covered- County in agreement with UP dated 5/17/23.**

**D.6 – Differentials- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/17/23.**

- a) **Animal Transport Differential-Union TA to CP dated 5/3/23**
- b) **Automotive Services Excellence (ASE) Certification Differential- County not in agreement with UP dated 6/6/23. County holds to CP dated 5/3/23.**

Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point fifty-six-percent (0.56%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of four and a half percent (4.5%) above the employee's salary range.

From: SCCo To SEIU June 24, 2023

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- c) ~~Biomedical Equipment Engineering Technician Lead Differential- Union in agreement with CP dated 5/17/23~~
- d) **Class A/B Commercial Driver License Training- County in agreement with UP dated 5/26/23.**
- e) **Crew Lead Differential- County not in agreement with UP dated 6/9/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

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-County not in agreement with UP dated 6/9/23. County Holds to CP dated 6/6/23.~~

No more than one (1) incumbent on each shift at the Main Jail, Elmwood, and the Elmwood Support Services Division, and no more than one (1) incumbent in the Programs Unit and the Elmwood Women's Facility, 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 one dollar and ~~forty six~~ sixty cents (\$1.~~6040~~) per hour above the regular salary rate for each hour actually worked.

- g) **Electronic Repair Technician Lead Differential- County not in agreement with UP dated 6/9/23. County Holds to CP dated 6/6/23.**

When assigned the full range of lead responsibilities, one position of Electronic Repair Technician ~~in the~~ at Santa Clara Valley Healthcare ~~and Hospital System~~ and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of one dollar and ninety cents (\$1.90) per hour above the regular salary rate for each hour actually worked.

- h) ~~Fleet Services Mechanic Class A Differential-County not in agreement with UP dated 6/2/23. County Modifies CP dated 5/17/23.~~

Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate ~~monthly allowance~~ of three hundred ~~and fifty~~ and fifty dollars (~~\$3500~~) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.

Up to six (6) workers, two (2) per yard, in the position of Road Maintenance Worker III who hold and maintain a Class A license shall be compensated a flat rate of three hundred and fifty dollars (\$350) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A vehicle.

- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential- County not in agreement with UP dated 6/12/23. County Holds to CP dated 5/3/23.**

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

- j) **Food Service Worker- Correction Extended Lead Differential- County in agreement with CP dated 6/16/23 -CCL.**
- k) **Gardener Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- l) **Janitorial Project Team Crew Differential- County not in agreement with UP dated 6/9/23. County Modifies CP dated 5/3/23.**

Janitors assigned in accordance with the following criteria shall receive one dollar and twenty five cents (\$1.25) per hour as the total premium payment for each hour actually worked:

- i. Project Team 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.

- ii. 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.

From: SCCo To SEIU June 24, 2023

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- m) **Janitors-Retort Differential– Union in agreement with CP dated 6/15/23**
- n) **~~Kenel Attendant~~ Animal Services Assistant Differential Union in agreement with CP dated 6/2/23.**
- o) **Lead Auto Mechanic Differential - County Agrees to CCL proposed in UP dated 4/14/23.**
- p) **Lead Fleet Service Mechanic Differential - County in Agreement with UP dated 6/2/23.**
- q) **Lead Baker Differential - County Agrees to CCL proposed in UP dated 4/14/23.**
- r) **Lead Janitor Differentia I- Union in agreement with CP dated 6/6/23.**
- s) **Lead Laundry Worker II Differential - County withdraws package proposal.**
- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential- Union in agreement with CP dated 5/25/23.**
- u) **Offset Press Operator I- County Agrees to CCL proposed in UP dated 4/14/23.**
- v) **Pesticide Recommendation Differential - County Agrees to CCL proposed in UP dated 4/14/23.**
- w) **Road Maintenance Worker III Dual Function/Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential- County not in agreement with UP dated 6/9/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and seventy cents (\$1.70) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.

- y) **Road Maintenance Worker IV Dual Function Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- z) **Stationary Engineer Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- aa) **~~Stock Clerk~~ Material Supply Specialist ~~Bulk Storage~~ Differential- County not in agreement with UP dated 6/9/23. County Holds to CP dated 6/6/23.**

Incumbents in the class of ~~Stock Clerk~~ Material Supply Specialist at Santa Clara Valley Healthcare, Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area, in the Equipment Control Warehouse, shall be compensated at the flat rate of one dollar and five cents (\$1.05) per hour above the regular rate for each hour actually worked.

aa) ~~bb)~~ **Park Service Attendant Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**

~~bb)~~ **cc) Water Treatment Certification Stipend- County Agrees to CCL proposed in UP dated 4/14/23.**

**New CP dd) New UP hh) Lead Cooks- County not in agreement with UP dated 6/2/23. County Holds to CP dated 5/25/23.**

When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated five percent (5%) above the employee's salary range and step. During a full shift in which there is more than one Cook or Correctional Cook assigned to the same location, and there is no lead or supervisor scheduled for that shift, when assigned the full range of lead duties, at least one (1) Cook or Correctional Cook can be assigned this lead differential.

**New CP ee) New UP ii) Materials Supply Specialist Lead- Union in agreement with CP dated 6/14/23.**

**New UP ee) ERT Fire/Life Safety Systems- County not in agreement with UP dated 5/26/23.**

**New CP ff) Park Heavy Equipment Operator Differential – County Holds to CP dated 6/14/23**

When assigned to perform the functions of training and/or onboarding at the peer-to-peer level of another Park Heavy Equipment Operator, one incumbent in the classification of a Park Heavy Equipment Operator, may receive a differential of two dollars (\$2.00) per hour above the regular rate for each hour actually worked.

**New UP jj) ~~Senior ERT Electrical/Electronic Technician/ ERT Electrical/Electronic Technician Crane Operator-~~ County not in agreement with UP dated 6/2/23. County Holds to CP dated 6/14/23.**

Those incumbents in the classification of Electrical/Electronic Technician or Senior Electrical/Electronic Technician who possess and maintain a valid Crane Operation Certificate, and who are assigned to operate a crane, shall be compensated at the flat rate of two dollars and sixty-two cents (\$2.62) per hour above the regular rate for each hour that the crane is required to complete the assignment.

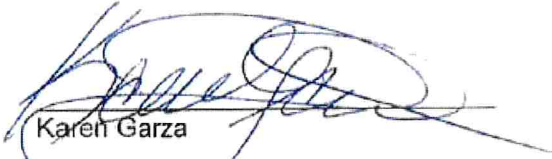
**D.7 - Work Out of Class- County in agreement with UP dated 5/19/23.**

- a) **Electrical/Electronic Technician- County Agrees to CCL proposed in UP dated 4/14/23.**
- b) **Laundry Worker I- Union TA to CP dated 5/3/23.**

DATE: August 13, 2020

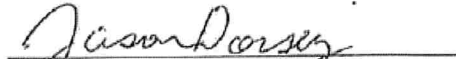
COUNTY of SANTA CLARA

BLUE COLLAR UNIT, SEIU LOCAL 521


  
Karen Garza

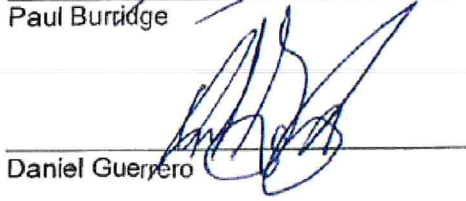
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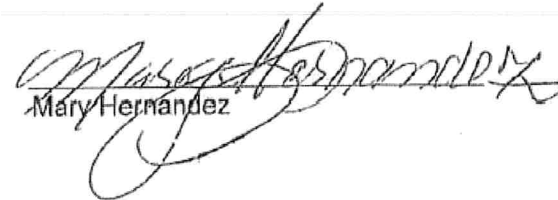
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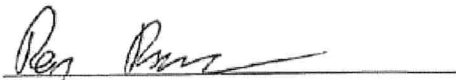
  
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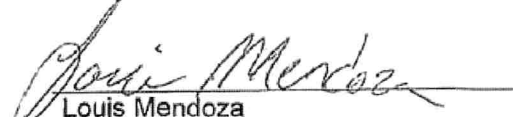
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Ron Ramos

Darren Williams

  
Louis Mendoza

County Holds to CP dated 5/3/23.

~~SIDELETTER TO:~~

~~PARKS AND RECREATION DEPARTMENT~~

~~PARK MAINTENANCE WORKER SERIES ALTERNATE WORK HOURS~~

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

~~Within sixty (60) calendar days following ratification of this labor agreement, the County and the Union agree to meet to consider Alternate Work Hours for the Park Maintenance Worker series at Parks and Recreation Department.~~

From: SCCo To SEIU June 24, 2023

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County Holds to CP dated 5/3/23.

**SIDELETTER**

**PARKS AND RECREATION DEPARTMENT**

**PARK SERVICE ATTENDANT PILOT PROJECT**

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

Representatives from the Human Resources, Parks and Recreation, and Labor Relations Departments and SEIU Local 521 shall convene a committee to research and develop a pilot project providing Park Service Attendants with the opportunity to pursue alternative career paths. This pilot project shall be modeled after the Promotional Opportunity Project described in section B.10 of the Clerical Unit section and in accordance with the County Personnel Ordinance.

**DATED:** 11-20-2015



**Catherine Blue Holmes**  
**For the County of Santa Clara**



**Darin Woodard**  
**For SEIU Local 521**

Negotiations between Service Employee International Union, Local 521 and  
County of Santa Clara  
**PROPOSAL #3**  
**Blue Collar Unit Table**

11/10/21  
5:58  
Doc 2  
5/19/23

DATE: 5/19/2023  
TIME: \_\_\_\_\_

D.1	SALARIES	SEE ATTACHED
D.3	TRAINING AND DEVELOPMENT	Union Modified PP 5/19/23
D.4	MISCELLANEOUS	Union modified PP 5/19/23
D.5	SENIORITY/PROMOTIONAL PROGRAM	Union Accepts to CP on 5/17/23
D.6	DIFFERENTIAL	Union Modified on 5/19/23
D.7	WORK OUT OF CLASS	Union Holds to CCL 5/10/23

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.



# Blue Collar Unit Union Proposal – 5/19/23

## D.1 – Salaries

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

Job Code	Job Title
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

# Blue Collar Unit Union Proposal – 5/19/23

Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL</del> STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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
T1C	PARK TRAILS SPECIALIST
<del>M38</del>	<del>PARKING LOT CHECKER</del>
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

## Blue Collar Unit Union Proposal – 5/19/23

K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	<u>10%</u>
L35	TELECOMMUNICATIONS TECH.	<b>10%</b>
K18	SENIOR TELECOM. TECH.	<u>10%</u>
H64	DIETETIC ASSISTANT	15%
H68	FOOD SERVICE WORKER-CORRECTION	12%
H67	FOOD SERVICE WORKER I	12%
H66	FOOD SERVICE WORKER II	12%
H28	GARDENER	11%
E28	MESSENGER DRIVER	12%
T32	PARK SERVICES ATTENDANT	12%
N43	RESIDENT ROAD MAINTENANCE WORKER III	12%
N41	RESIDENT ROAD MAINTENANCE WORKER IV	12%
N67	ROAD MAINTENANCE WORKER I	12%
N66	ROAD MAINTENANCE WORKER II	12%
N65	ROAD MAINTENANCE WORKER III	12%
N64	ROAD MAINTENANCE WORKER IV	12%
N61	ROAD MAINTENANCE SUPERVISOR	12%
X78	VECTOR CONTROL TECHNICIAN I	15%
X77	VECTOR CONTROL TECHNICIAN II	15%
X76	VECTOR CONTROL TECHNICIAN III	15%
X79	VECTOR CONTROL TRAINEE	15%
N80	TRAFFIC PAINTER I	12%
N79	TRAFFIC PAINTER II	12%
N78	TRAFFIC PAINTER III	12%
H17	UTILITY WORKER	11%
H59	COOK	15%
H61	CORRECTIONAL COOK	15%

### **D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23**

The County will train managers and supervisors within the department of Environmental Services – SCVHHS on eligible lists, filling behind temporary vacancies, and the appropriate use of provisional, substitute provisional appointments, special long-term leave codes and extra help.

### **D.3 – Training and Development (Union Modified PP 5/19/23)**

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

- a) **Career Development Advancement (Union Holds Pp 4/14/23)**  
The following classifications may shall be alternately staffed as indicated:

## Blue Collar Unit Union Proposal – 5/19/23

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor

Road Maintenance Worker I / Janitor

Road Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker

General Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II

Park Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

Sr. Biomedical Engineering Technician / Associate Biomedical

Engineering Technician

Electrical/Electronic Technician / Electronic Repair Technician

Park Equipment Operator / Park Maintenance Worker II

Materials Supply Specialist/ Associate Biomedical Engineering

Technician

Janitor/ Health Services Assistant II

- 1) ~~Instead of appointing directly to the hire classification,~~ the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated. If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligibles be certified from the appropriate lower level eligible list. Should any of the classifications in this section

## Blue Collar Unit Union Proposal – 5/19/23

reclassify, this section shall apply to those incumbents.

- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher level classification within one (1) year.
- 4) To be promoted to the higher level classification, the worker must meet the employment standards for the higher level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she shall be transferred to a vacant 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 position in his/her former department for which he/she is eligible.~~

Within 3 months after the ratification of this agreement, the Union and management shall establish committees for the following trainings:

b) **Blue Collar Career Development and Education**

At least two (2) times per contract year, in consultation with the Union, the County shall have informational session for workers in the Blue-Collar Unit. The formational sessions shall aid in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings

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and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

c) **Automotive Attendant and Fleet Services Assistant Mechanic Training**

The training program shall be designed to prepare Automotive Attendant and Fleet Services Assistant Mechanic for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.

d) **County Communications Technical Division Training**

The County will provide training for the County Communications Technical Division. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs.

e) **Park Services Attendant Training Program**

During the term of the agreement, the County will make available to Park Services Attendants no more ~~more~~ less than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker to be alternately staffed with Park Services Attendant.

The hiring authority ~~may~~ shall accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Park Services Attendants may apply for such transfers and the 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~~ shall 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~~ shall 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 shall 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.~~

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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.

### f) **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 12.9 of the contract.

### g) **Heavy Road Equipment Training**

The Roads and Airports Department will offer each of the following training segments, ~~except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years~~ if a minimum of eight (8) workers sign up ~~for such segment. Trainings will be provided in the evenings or over the weekend on paid county time.~~ The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

#### 1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

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- a. The department will shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.
  
2. **Equipment for Road Worker IVs**  
 The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.
  - a. The department will shall offer twenty-four (24) hours of training as indicated below.
    - 1) Eight (8) hours classroom instruction.
    - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.
  
3. **Ten Wheelers**  
 Instruction will shall continue to be provided on County time subject to staffing and equipment availability.  
  
 Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.
  
4. **Sweeper Training**  
~~Sweeper equipment training will shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.~~
  
5. **Boom/Aerial Truck Training**  
 Boom/Aerial truck training will shall be provided by the



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County, on County time. as management deems necessary.

### 6. Mobile Crane Training

Mobile crane training shall be provided by the County, on County time.

#### h) **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.

#### i) **Production Graphics Technician Training-Provide the training program-**

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.

#### j) ~~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

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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.

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.

- k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**  
The County will shall provide training for the Telecommunications Technician Series, ~~Associate Telecommunications Technician~~ and ~~Senior Telecommunications Technician~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- l) **Biomedical & Medical Equipment Repair Training ( Union Accept CP 5/17/23 TTA)**  
The County will shall provide training for the Biomedical Engineering Technician Series I & II, ~~Senior Biomedical Equipment Technician~~, and ~~Medical Equipment Repairer~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- m) **Electronic Repair Technician**  
The County will shall provide training for Electronic Repair Technicians. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs, and requirements from local and/or state fire ~~marshal~~.
- n) **Time Off for Career Advancement**  
The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.
- o) **Janitor training for SCVMC System-**  
A Joint Labor-Management Committee comprised of two (2)

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members selected by the Union and two (2) members selected by Management will meet quarterly to make recommendations on training programs based on relevance and programmatic needs. The committee shall research and recommend training opportunities for workers. Such research and recommendations may include training issues related to Janitors at SCVMC.

p) **Fleet Service Class A/B Training with Passenger Endorsement and Air Brake**

The County shall provide initial Class A/B License Training for a Fleet Services for those who are interested.

**D.4 – Miscellaneous (Union Modified PP 5/19/23)**

a) **Tool Allowance (Union Holds PP 5/10/23)**

1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the one (31) grand parented employees hired prior to 2007 a tool allowance voucher of \$425 \$600.

2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new job specification is created after this agreement shall qualify for provisions in Sections 9.1 and 9.3.

3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.

4. Allowances will be paid ~~prior to June 30~~ of each applicable ~~year~~.

b) **Dietetic Assistant Meals- CCL**

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

c) **After-Hours Telephone Call Pay -Union Accept CP 5/17/23 TTA**

Workers in the classification of Senior Park Maintenance Worker 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-hours telephone call, or the actual time

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spent, whichever is greater.

No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after- hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, the employee who received the call, and the purpose for the call.

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

d) **County Email Correspondence and Computer Use** (Union Modified PP 5/19/23)

~~When appropriate, employees shall be allowed a reasonable amount of work time on the clock, not to include break time for work-related email correspondence, required SCC e-learning trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement. All Blue Collar workers shall be granted time off the floor to complete SCC e-learning trainings, work related emails and websites on paid time.~~

### D.5 – Seniority/Promotional Program

a) **Purpose** CCL 5/10/23

The purpose of this section is to use seniority as a selection ~~criteria for the covered classifications listed~~ in Section (d).

b) **Definitions** CCL 5/10/23

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

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records as of the date of the eligible list.

c) **Vacancies within Promotional Classes** CCL 5/10/23

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.

d) **Classes Covered** Union accept CP 5/17/23 TTA)

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
- ~~2. Bindery Worker II~~
- 2 Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II
6. Offset Press Operator II, III
- ~~7. Road Maintenance Worker II, III, IV~~
8. Traffic Painter II, III

Provided: That Electrical/Electronic Technician series ~~two (2)~~ ~~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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the

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Master Agreement.

## D.6 – Differentials

a) **Animal Transport Differential (TTA)**

Incumbents in the class of Animal Services Assistant 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.

b) **Automotive Services Excellence (ASE) Certification Differential**

Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty six~~ Seventy five percent (0.~~7056~~75%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half~~ five point ~~six~~ five percent (~~545.6~~55%) above the employee's salary range.

c) **Biomedical—~~Equipment~~ Engineering Technician Lead Differential (Union Accepts CP 5/17/23) TTA**

When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.

~~When assigned the full range of lead responsibilities, one position of Bio-Medical Equipment Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.~~

When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

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- d) **Class A/B Commercial Driver License Training-** (Union Modified to PP 5/19/23)  
Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one three two dollars and fifty seven five cents~~ (~~\$1.75 3.002.50~~) per hour above the regular rate for each hour of training.
- e) **Crew Lead Differential** (Union Modified to PP 5/19/23)  
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 be compensated at the flat rate of ~~one dollar and fifty cents~~ seven Six percent (~~\$1.50 76%~~) per hour above the regular salary rate for each hour actually worked.
- 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** (Union Modified to PP 5/19/23) Info Req  
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 ~~one dollar and forty cents seven Six percent~~ (~~\$1.40 76%~~) per hour above the regular salary rate for each hour actually worked.
- g) **Electronic Repair Technician Lead** (Union Modified to PP 5/19/23)  
When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of ~~one dollar and ninety cents~~ seven Six percent (~~\$1.90 76%~~) per hour above the regular salary rate for each hour actually worked.

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- h) **Fleet Services Mechanic Class A Differential** Union Modified to PP 5/19/23)  
 Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred ~~eighty~~ sixty eight dollars (\$360 ~~800~~). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.
- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential** (Union Modified to PP 5/19/23)  
 One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of ~~one dollar seven~~ Six percent and fifty cents (\$1.507 ~~6%~~) per hour above the regular salary rate for each hour actually worked.
- j) **Food Service Worker-Correction Extended Lead Differential** Union Modified to PP 5/19/23)  
 In recognition of the extended lead responsibilities assigned ~~(on a rotating basis quarterly)~~, the Food Service Worker- Correctional shall be paid a seven Six percent (7 6%), the following position, a differential of ~~one dollar and twenty cents (\$1.20)~~ per hour is authorized for:  
  
 For ~~one~~ The county shall have one (1) position per shift of Food Service Worker-Correction at each County correctional facility, when assigned by Management as the Dishroom Supervisor for hours worked.
- k) **Gardener Lead Differential (CCL) TA**  
 When assigned to perform a full range of lead duties, the incumbent of ~~up to four (4) Gardener positions~~ shall be compensated at 5% above the employee's range and step.
- l) **Janitorial Project Team Crew Differential** Union Modified to PP 5/19/23)  
 Janitors assigned in accordance with the following criteria shall receive ~~one dollar and twenty cents~~ seven Six percent (\$1.2076%) per hour as the total premium payment for each hour actually worked:
- i. Project Team Crew Criteria  
 Janitors who have bid to work on the team cleaning or project crew or extra help assigned by management are entitled to the differential when performing team cleaning



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or special project assignments. They will continue to receive the pay when pulled by management to do other work.

### ii. 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. This section shall also apply to extra help.
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.

### m) **Janitors-Retort Differential Union Modified to PP 5/19/23)**

Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of ~~one dollar and twenty-five cents~~ seven Six percent (\$1.257 6%) per hour above the regular salary rate for ~~each hour actually worked.~~ This section shall also apply to extra help.

### n) **Kennel Attendant Animal Services Assistant Lead Differential Union Modified 5/19/23)**

Up to three (3) ~~Kennel Attendants Animal Services Assistant~~, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of ~~one dollar and twenty cents~~ seven Six percent (\$1.207 6%) per hour above the regular salary rate for each hour actually worked.

### o) **Lead Auto Mechanic Differential CCL TA**

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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.

p) **Lead Fleet Service Mechanic Differential** Union Holds to PP 4/25/23)

i. 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.

ii. **Parks Lead Fleet Service Mechanic Differential**

When assigned the full range of lead responsibilities in the Parks Department, 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.

q) **Lead Baker Differential CCL TA**

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.

r) **Lead Janitor Differential** Union Holds to PP 4/25/23)

When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health and Hospital System to be split proportionately between all hospital and clinics, and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. ~~When assigned, leads shall 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.~~

s) **Lead Laundry Worker II Differential (CCL TA)**

An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.

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- t) **Lead Stock Clerk Messenger Driver Differential** Union Holds to PP 4/25/23) info requested  
One incumbent of the Stock Clerk Messenger Driver 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.
- u) **Offset Press Operator I CCL TA**  
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.
- v) **Pesticide Recommendation Differential CCL TA**  
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.
- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**  
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 two (2) or more other Road Maintenance Worker I, II, or 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.
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential-7%** Union Modified PP 5/19/23)  
~~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 be compensated at the flat rate of one dollar and seventy cents ~~seven~~ Six percent (\$1.707 6%) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**  
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three

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(3) or more other Road Maintenance Workers I, II, and III. 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.

z) **Stationary Engineer Differential CCL TA**

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.

aa) **Stock Clerk Materials Supply Specialist Bulk Storage Differential-Union Modified to PP 5/19/23)**

Incumbents in the class of Stock Clerk Materials Supply Specialist at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of ~~one dollar and five cents~~ seven six percent (\$1.0576%) per hour above the regular rate for each hour actually worked.

bb) **Park Service Attendant Lead Differential CCL TA**

Up to seven (7) incumbents in the classification of Park Service Attendant assigned to provide the full range of Lead responsibilities shall be compensated at the flat rate of one dollar (\$1.00) per hour above the regular rate for each hour actually worked. During the peak season, (April 1 – October 31), three (3) additional incumbents will receive the lead differential.

cc) **Water Treatment Certification Stipend CCL TA**

General Maintenance Mechanics (GMMs) who obtain and maintain a State Water Treatment Operator (T1) or Distribution (D1) certification shall be compensated at a ~~bi-weekly~~ rate of twenty-five dollars ~~\$25~~ when assigned water treatment duties.

~~In addition, GMMs who obtain and maintain a Pool Operator Certification shall be compensated at a flat bi-weekly rate of twelve dollars and fifty cents \$12.50 when assigned to work in the maintenance of pools.~~

dd) **Electronic Repair Tech. badge access, security & Networking Applications Union Modified to PP 5/19/23)**

When performing the duties of applications administrator with networking of security cameras, badge access readers and kronos networking, Electronic repair technician's shall be compensated an additional ten seven percent (47%) above their base pay or be compensated at the Applications Administrator Level, which ever is greater.

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- ee) **Electronic Repair Technician - Fire/life safety systems Differential** Union modified to PP 5/19/23) Waiting for info on contract.  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty six dollars (\$360.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.
- ff) **Electronic repair Technician Project Lead** Union modified to PP 5/19/23)  
An incumbent in the class of Electronic Repair Technician when assigned by management to inspect & oversee vendors performing work for a project shall be compensated at the rate of a Project Control Specialist classification or ten seven percent (107% whichever is greater.
- gg) **Road Maintenance Worker III Class A License** Union Holds to PP 4/25/23) under review CP from 5/17/23  
Any Road Maintenance Worker III who possesses a Class A licensure shall be compensated an additional ten percent (10%) above their base pay when performing duties of the Road Maintenance for each hour actually worked.
- hh) **Cook/Correctional Cook Lead –** Union Modified to PP 5/19/23)  
Cooks or Correctional Cooks who act as a lead, or provide direction to inmates and/or other employees through the course of their work shall be compensated an additional seven Six percent (7 6%) above their base pay.
- ii) **Materials Warehouse Handler Supply Specialist Lead Differential** Union modified to PP 5/19/23)  
Incumbents in the class of Materials Warehouse Handler supply Specialist who perform lead duties shall be compensated an additional seven six percent (7 6%) above their base pay.
- jj) **Senior Electrical/Electronic Repair Technician and Electrical/Electronic Technician** Union modified to PP 5/19/23)  
Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and sixty eight dollars (\$360.80) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

D.7 - Work Out of Class (Union CCL 5/10/23) TA

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- a) **Electrical/Electronic Technician**  
Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.
  
- b) **Laundry Worker I-**  
An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

**D.1 - Salaries** Holds PP 6/2/23

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

Job Code	Job Title
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

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Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL STATIONARY ENGINEER</del>
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II



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Job Code	Job Title
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER <i>{need job spec}</i>
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
XXX	<u>SENIOR CUSTODY SUPPORT TECH. (JC TBD)</u>
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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

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Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	<del>1512</del> 7%
K93	ELECTRICAL/ELECTRONIC ASSISTANT	<del>2015</del> 12%
K92	ELECTRICAL/ELECTRONIC TECHNICIAN	<del>2015</del> 12%
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	<del>2015</del> 12%
K94	ELECTRONIC REPAIR TECHNICIAN	<del>1512</del> 9%
M48	GENERAL MAINTENANCE MECHANIC I	<del>1119</del> 0%
M47	GENERAL MAINTENANCE MECHANIC II	<del>1119</del> 6%
M56	GENERAL MAINTENANCE MECHANIC III	<del>1119</del> 6%
H18	JANITOR	<del>1119</del> %
M20	FACILITIES MAINTENANCE REPRESENTATIVE	<del>1512</del> 6%
M26	FLEET PARTS COORDINATOR	<del>1512</del> 8%
K13	<del>ASSOCIATE TELECOMMUNICATIONS TECHNICIAN</del>	<del>108</del> %
L35	<del>TELECOMMUNICATIONS TECH.</del>	<del>108</del> %
K18	<del>SENIOR TELECOM. TECH.</del>	<del>108</del> %
H64	DIETETIC ASSISTANT	<del>1512</del> 3%
H68	FOOD SERVICE WORKER-CORRECTION	<del>125</del> % TA
H67	FOOD SERVICE WORKER I	<del>125</del> % TA
H66	FOOD SERVICE WORKER II	<del>125</del> % TA
H28	GARDENER	<del>1119</del> %
E28	MESSENGER DRIVER	<del>129</del> %
T32	<del>PARK SERVICES ATTENDANT</del>	<del>129</del> %
N43	<del>RESIDENT ROAD MAINTENANCE WORKER III</del>	<del>129</del> %
N41	<del>RESIDENT ROAD MAINTENANCE WORKER IV</del>	<del>129</del> %
N67	<del>ROAD MAINTENANCE WORKER I</del>	<del>129</del> %
N66	<del>ROAD MAINTENANCE WORKER II</del>	<del>1296</del> %
N65	<del>ROAD MAINTENANCE WORKER III</del>	<del>1296</del> %
N64	<del>ROAD MAINTENANCE WORKER IV</del>	<del>1296</del> %
N61	<del>ROAD MAINTENANCE SUPERVISOR</del>	<del>12</del> %
X78	<del>VECTOR CONTROL TECHNICIAN I</del>	<del>1512</del> %
X77	<del>VECTOR CONTROL TECHNICIAN II</del>	<del>1512</del> %
X76	<del>VECTOR CONTROL TECHNICIAN III</del>	<del>1512</del> %
X79	<del>VECTOR CONTROL TRAINEE</del>	<del>1512</del> %
N80	TRAFFIC PAINTER I	<del>1296</del> %
N79	TRAFFIC PAINTER II	<del>1296</del> %
N78	TRAFFIC PAINTER III	<del>129</del> %
H17	UTILITY WORKER	<del>1196</del> %
H59	COOK	<del>1512</del> 8%
H61	CORRECTIONAL COOK	<del>1512</del> 8%

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**D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23**

The County will train managers and supervisors within the department of Environmental Services – SCVHHS on eligible lists, filling behind temporary vacancies, and the appropriate use of provisional, substitute provisional appointments, special long-term leave codes and extra help.

**D.3 – Training and Development CCL**

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

- a) **Career Development Advancement (Union withdraws reverts CCL 6/2/23)**  
The following classifications may shall be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor Road

Maintenance Worker I / Janitor Road

Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker General

Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II Park

Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker  
Correction

~~Sr. Biomedical Engineering Technician / Associate Biomedical~~

~~Engineering Technician~~

Electrical/Electronic Technician / Electronic Repair Technician Park

Equipment Operator / Park Maintenance Worker II

~~Materials Supply Specialist/ Associate Biomedical Engineering~~

~~Technician~~

~~Janitor/ Health Services Assistant II~~

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- 1) Instead of appointing directly to the hire classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated. If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligibles be certified from the appropriate lower level eligible list. Should any of the classifications in this section reclassify, this section shall apply to those incumbents.
- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher level classification within one (1) year.
- 4) To be promoted to the higher level classification, the worker must meet the employment standards for the higher level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she shall be transferred to a vacant 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 position in his/her former department for which he/she is eligible.

Within 3 months after the ratification of this agreement, the Union and management shall establish committees for the following trainings: union withdraws

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- b) **Blue Collar Career Development and Education TA 6/2/23**  
At least two (2) times per contract year, in consultation with the union, the County shall have informational session for workers in the Blue-Collar Unit. The formational sessions shall aide in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.
- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training TA 5/26/23**  
The training program shall be designed to prepare Automotive Attendant and Fleet Services Assistant Mechanic for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.
- d) **County Communications Technical Division Training TA 5/3/23**  
The County will provide training for the County Communications Technical Division. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs.
- e) **Park Services Attendant Training Program Union agree to CP 5/25/23 TTA**  
During the term of the agreement, the County will make available to Park Services Attendants no more less than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker to be alternately staffed with Park Services Attendant.

The hiring authority ~~may~~ shall accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Park Services Attendants may apply for such transfers and the 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 shall 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 shall 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 shall 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.

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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.

f) **Offset Press Operator Training** TA 6/2/23

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 12.9 of the contract.

g) **Heavy Road Equipment Training** Hold to UP 4/14/23

The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided ~~in the evenings or over the weekend~~ on paid county time. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

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a. The department will shall offer twenty-four (24) hours of training as indicated below.

- 1) Eight (8) hours classroom instruction.
- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

2. **Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

a. The department will shall offer twenty-four (24) hours of training as indicated below.

- 1) Eight (8) hours classroom instruction.
- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

3. **Ten Wheelers**

Instruction will shall continue to be provided on County time subject to staffing and equipment availability.

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

4. **Sweeper Training**

Sweeper equipment training will shall be provided on an as- needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

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5. **Boom/Aerial Truck Training**

Boom/Aerial truck training will shall be provided by the County, on County time. ~~as management deems necessary.~~

6. **Mobile Crane Training**

Mobile crane training shall be provided by the County, on County time.

h) **Animal Control Officer Training- TTA 5/17/23**

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.

i) **Production Graphics Technician Training-Provide the training program- TTA 5/3/23**

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.

j) **Vector Control Training Committee- Union accept county PP 5/3/23**

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.



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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 per calendar year.

- k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**  
The County will shall provide training for the Telecommunications Technician Series, ~~Associate Telecommunications Technician~~ and ~~Senior Telecommunications Technician~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- l) **Biomedical & Medical Equipment Repair Training (Union Accept CP 5/17/23 TTA)**  
The County will shall provide training for the Biomedical Engineering Technician Series I & II, ~~Senior Biomedical Equipment Technician~~, and ~~Medical Equipment Repairer~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- m) **Electronic Repair Technician TTA**  
The County will shall provide training for Electronic Repair Technicians. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs, and requirements from local and/or state fire marshal.
- n) **Time Off for Career Advancement CCL**  
The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.
- o) **~~Janitor training for SCVMC System~~** - Union with draws 6/9/23  
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 training programs based on relevance and programmatic needs. The committee shall research and recommend training opportunities for workers. Such research and recommendations may include training issues related to Janitors at SCVMC.

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- p) **Fleet Service Mechanic, Class A/B Training with Passenger Endorsement and Air Brake** Union Modified 6/9/23  
For those in the Fleet Services Mechanic Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County shall provide initial Commercial Divers License Class A Trainings for employees in the Fleet Services Mechanic series By seniority.

**D.4 – Miscellaneous (Union Holds PP 5/19/23)**

a) **Tool Allowance** Union Modified PP 6/9/23

1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the one (31) grand parented employees hired prior to 2007 a tool allowance voucher of \$425 \$600550500, or the county will supply the grand parented Auto mechanic with a new county issued mechanics tool set kit and box.
2. The County is to shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new Fleet Service job classifications that require uniforms and safety equipment are created during the duration of this agreement, they shall qualify for provisions in sections 9.1 and 9.3.
3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
4. Allowances will be paid prior to June 30 of each applicable year.

b) **Dietetic Assistant Meals- CCL**

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

c) **After-Hours Telephone Call Pay -Union Accept CP 5/17/23 TTA**

Workers in the classification of Senior Park Maintenance Worker 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-hours telephone call, or the actual time

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No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after- hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, the employee who received the call, and the purpose for the call.

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

d) ~~County Email Correspondence and Computer Use (County accepts 5/19/23) TTA~~

~~When appropriate, eEmployees shall be allowed a reasonable amount of work time on the clock, not to include break time for work-related email correspondence, required SCC e-learnings, trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement. All Blue Collar workers shall be granted time off the floor to complete SCC e-learning trainings, work-related emails and websites on paid time.~~

### D.5 – Seniority/Promotional Program

a) **Purpose** CCL 5/10/23

The purpose of this section is to use seniority as a selection criterion for the covered classifications listed in Section (d).

b) **Definitions** CCL 5/10/23

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.

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- c) **Vacancies within Promotional Classes** CCL 5/10/23
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.

d) **Classes Covered** Union accept CP 5/17/23 TTA

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
- ~~2. Bindery Worker II~~
- 2 Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: ~~The~~ Electrical/Electronic Technician series ~~two (2)~~ ~~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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

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## D.6 – Differentials

a) **Animal Transport Differential (TTA)**

Incumbents in the class of Animal Services Assistant 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.

b) **Automotive Services Excellence (ASE) Certification Differential Union Holds to 6/2/23**

Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-six~~ two ~~Seventy five~~ percent (0.~~705625~~5625%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half~~ five ~~point six~~ two percent (~~545.0~~545.0%) above the employee's salary range.

c) **~~Biomedical—Equipment~~ Engineering Technician Lead Differential (Union Accepts CP 5/17/23) TTA**

When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

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d) **Class A/B Commercial Driver License Training- (TA 6/2/23)**  
 Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one three two dollars and twenty five seventy five cents (\$1.75 3.002.250)~~ three two dollars and twenty five cents (\$3.20 5.5%) per hour above the regular rate for each hour of training.

e) **Crew Lead Differential (UP Modified 6/9/23)**  
 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 be compensated at the flat rate of ~~one dollar and fifty cents seven six five point five percent (\$1.50 76 5.5%)~~ one dollar and fifty cents seven six five point five percent (\$1.50 76 5.5%) per hour above the regular salary rate for each hour actually worked.

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 (UP Modified 6/9/23)**  
 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 ~~one dollar and forty cents seven Six five point percent (\$1.40 76 5.5%)~~ one dollar and forty cents seven Six five point percent (\$1.40 76 5.5%) per hour above the regular salary rate for each hour actually worked.

g) **Electronic Repair Technician Lead UP Modified 6/9/23)**  
 When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of ~~one dollar and ninety cents seven Six five point five percent (\$1.90 76 5.5%)~~ one dollar and ninety cents seven Six five point five percent (\$1.90 76 5.5%) per hour above the regular salary rate for each hour actually worked.

h) **Fleet Services Mechanic Class A Differential Union Holds 6/2/23)**  
 Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred ~~& eighty sixty four~~ & eighty sixty four dollars (\$34060.800). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.

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i) **Fleet Parts Coordinator & Emergency Installer Lead Differential**  
(UP Modified 6/9/23)

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of ~~one dollar seven~~ Six five point five percent and fifty cents (\$1.5076 5.5%) per hour above the regular salary rate for each hour actually worked.

j) **Food Service Worker-Correction Extended Lead Differential** UP Modified 6/9/23)

In recognition of the extended lead responsibilities assigned ~~(on a rotating basis quarterly)~~, the Food Service Worker- Correctional shall be paid a seven ~~Seven~~ Six five point five percent (76 5.5%), the following position, a differential of ~~one dollar and twenty cents~~ (\$1.20) per hour is authorized for:

~~For one~~ The county shall have one (1) position per shift of Food Service Worker-Correction at each County correctional facility, when assigned by Management as the ~~Dishroom Supervisor~~ for hours worked.

k) **Gardener Lead Differential (CCL) TA**

When assigned to perform a full range of lead duties, the incumbent of up to four (4) Gardener positions shall be compensated at 5% above the employee's range and step.

l) **Janitorial Project Team Crew Differential** UP Modified 6/9/23)

Janitors assigned in accordance with the following criteria shall receive ~~one dollar and twenty cents~~ seven ~~Seven~~ Six five point five percent (\$1.2076 5.5%) per hour as the total premium payment for each hour actually worked:

i. Project Team Crew Criteria

Janitors who have bid to work on the team cleaning or project crew or extra help assigned by management 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.


ii. 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. This section shall also apply to extra help.

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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.

- m) **Janitors-Retort Differential UP Modified 6/9/23)**  
~~Janitors assigned by management to perform the full range of~~ duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of ~~one dollar and twenty-five cents~~ seven Six five point percent (\$1.2576 5.5%) per hour above the regular salary rate for each hour actually worked. This section shall also apply to extra help.
  
- n) **~~Kennel Attendant~~ Animal Services Assistant Lead Differential UP Modified 6/9/23)**  
~~Up to three (3) Kennel Attendants~~ Animal Services Assistant, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of ~~one dollar and twenty cents~~ seven Six five point five percent (\$1.2076 5.5%) per hour above the regular salary rate for each hour actually worked.
  
- o) **Lead Auto Mechanic Differential CCL TA**  
 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.
  
- p) **Lead Fleet Service Mechanic Differential Union withdraws CCL 6/2/23**   
 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.



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~~i. **Parks Lead Fleet Service Mechanic Differential-**  
When assigned the full range of lead responsibilities in the Parks Department, 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.~~

- q) **Lead Baker Differential CCL TA**  
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.
- r) **Lead Janitor Differential Union Accepts CP 6/2/23**  
When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Healthcare and Hospital System ~~to be split proportionately between all hospital and clinics~~, and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.
- s) **Lead Laundry Worker II Differential (CCL TA) Union rejects CP**  
An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.
- t) **Lead Stock Clerk Messenger Driver Differential Union TA CP 5/25/23**  
One incumbent of ~~in~~ the Stock Clerk Messenger Driver 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.
- u) **Offset Press Operator I CCL TA**  
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.

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- v) **Pesticide Recommendation Differential CCL TA**  
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.
  
- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**  
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 two (2) or more other Road Maintenance Worker I, II, or 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.
  
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential UP Modified 6/9/23)**  
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 be compensated at the flat rate of one dollar and seventy cents seven Six five point five percent (\$1.7076 5.5%) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
  
- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**  
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more other Road Maintenance Workers I, II, and III. 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.
  
- z) **Stationary Engineer Differential CCL TA**  
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.
  
- aa) **~~Stock Clerk~~ Materials Supply Specialist Bulk Storage Differential UP Modified 6/9/23)**  
Incumbents in the class of Stock Clerk Materials Supply Specialist at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one dollar and five cents seven Six five point five percent (\$1.0576 5.5%) per hour above the regular rate for each hour actually worked.

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- bb) **Park Service Attendant Lead Differential CCL TA**  
Up to seven (7) incumbents in the classification of Park Service Attendant assigned to provide the full range of Lead responsibilities shall be compensated at the flat rate of one dollar (\$1.00) per hour above the regular rate for each hour actually worked. During the peak season, (April 1 – October 31), three (3) additional incumbents will receive the lead differential.
- cc) **Water Treatment Certification Stipend CCL TA**  
General Maintenance Mechanics (GMMs) who obtain and maintain a State Water Treatment Operator (T1) or Distribution (D1) certification shall be compensated at a bi-weekly rate of twenty-five dollars \$25 when assigned water treatment duties.  
In addition, GMMs who obtain and maintain a Pool Operator Certification shall be compensated at a flat bi-weekly rate of twelve dollars and fifty cents \$12.50 when assigned to work in the maintenance of pools.
- ~~dd) **Electronic Repair Tech. badge access, security & Networking Applications** Union with draws to PP 6/2/23)  
~~When performing the duties of applications administrator with networking of security cameras, badge access readers and kronos networking, Electronic repair technician's shall be compensated an additional ten six percent (106%) above their base pay or be compensated at the Applications Administrator Level, which ever is greater.~~~~
- ee) **Electronic Repair Technician - Fire/life safety systems Differential**  
~~Union Holds 6/2/23)Info~~  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty four dollars (\$340.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.
- ff) **Electronic repair Technician Project Lead** Union withdraws on 6/2/23)  
~~An incumbent in the class of Electronic Repair Technician when assigned by management to inspect & oversee vendors performing work for a project shall be compensated at the rate of a Project Control Specialist classification or ten six percent 106% whichever is greater.~~
- gg) **Road Maintenance Worker III Class A License** Union Withdraws 5/26/23)  
Any Road Maintenance Worker III who possesses a Class A licensure shall be compensated an additional ten percent (10%) above their base pay when performing duties of the Road Maintenance for each hour actually worked.

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- hh) **Cook/Correctional Cook Lead – Union Holds 6/2/23)**  
Cooks or Correctional Cooks who act as a lead, or provide direction to inmates and/or other employees through the course of their work. When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated an additional seven Six Five percent (7 6-5%) above the employee's salary range and step. base pay
- ii) **Materials Warehouse Handler Supply Specialist Lead Differential UP Modified 6/9/23)**  
Incumbents in the class of Materials Warehouse Handler supply Specialist who perform lead duties shall be compensated an additional seven six five point five percent (7 6 5.5%) above their base pay.
- jj) **Senior Electrical/Electronic Repair Technician and Electrical/Electronic Technician Union Holds 6/2/23)**  
Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and forty sixty eighty dollars (3406080) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

**D.7 - Work Out of Class (Union CCL 5/10/23) TA under review**

- a) **Electrical/Electronic Technician**  
Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.
- b) **Laundry Worker I-**  
An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

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**D.1 – Salaries Union Modified PP 6/2/23**

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

<b>Job Code</b>	<b>Job Title</b>
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK-II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

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<b>Job Code</b>	<b>Job Title</b>
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL STATIONARY ENGINEER</del>
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

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<b>Job Code</b>	<b>Job Title</b>
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER <i>{need job spec}</i>
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
<u>XXX</u>	<u>SENIOR CUSTODY SUPPORT TECH. (JC TBD)</u>
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
<del>N63</del>	<del>SIGN SHOP TECHNICIAN</del>
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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

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Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	1512 7%
5% 10 K93	ELECTRICAL/ELECTRONIC ASSISTANT	201512%
5% K92	ELECTRICAL/ELECTRONIC TECHNICIAN	201512%
5% K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	201512%
K94	ELECTRONIC REPAIR TECHNICIAN	15129%
1.5 M48	GENERAL MAINTENANCE MECHANIC I	119%0%
1.5 M47	GENERAL MAINTENANCE MECHANIC II	1196%
1.5 M56	GENERAL MAINTENANCE MECHANIC III	1196%
H18	JANITOR	119%
M20	FACILITIES MAINTENANCE REPRESENTATIVE	15126%
M26	FLEET PARTS COORDINATOR	15128%
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	108%
L35	TELECOMMUNICATIONS TECH.	108%
K18	SENIOR TELECOM. TECH.	108%
H64	DIETETIC ASSISTANT	15123%
H68	FOOD SERVICE WORKER-CORRECTION	125%TA
H67	FOOD SERVICE WORKER I	125%TA
H66	FOOD SERVICE WORKER II	125%TA
H28	GARDENER	119%
E28	MESSENGER DRIVER	129%
T32	PARK SERVICES ATTENDANT	129%
N43	RESIDENT ROAD MAINTENANCE WORKER III	129%
N44	RESIDENT ROAD MAINTENANCE WORKER IV	129%
N67	ROAD MAINTENANCE WORKER I	129%
N66	ROAD MAINTENANCE WORKER II	1296%
N65	ROAD MAINTENANCE WORKER III	1296%
N64	ROAD MAINTENANCE WORKER IV	1296%
N61	ROAD MAINTENANCE SUPERVISOR	12%
X78	VECTOR CONTROL TECHNICIAN I	1512%
X77	VECTOR CONTROL TECHNICIAN II	1512%
X76	VECTOR CONTROL TECHNICIAN III	1512%
X79	VECTOR CONTROL TRAINEE	1512%
N80	TRAFFIC PAINTER I	1296%
N79	TRAFFIC PAINTER II	1296%
N78	TRAFFIC PAINTER III	129%
H17	UTILITY WORKER	1196%
H59	COOK	15128%
H61	CORRECTIONAL COOK	15128%



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**D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23**

The County will train managers and supervisors within the department of Environmental Services – SCVHHS on eligible lists, filling behind temporary vacancies, and the appropriate use of provisional, substitute provisional appointments, special long-term leave codes and extra help.

**D.3 – Training and Development CCL**

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

a) **Career Development Advancement (Union withdraws reverts CCL 6/2/23)**

The following classifications may shall be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor Road

Maintenance Worker I / Janitor Road

Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker General

Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II Park

Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

Sr. Biomedical Engineering Technician / Associate Biomedical

Engineering Technician

Electrical/Electronic Technician / Electronic Repair Technician Park

Equipment Operator / Park Maintenance Worker II

Materials Supply Specialist/ Associate Biomedical Engineering

Technician

Janitor/ Health Services Assistant II

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- 1) Instead of appointing directly to the hire classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated. If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligibles be certified from the appropriate lower level eligible list. Should any of the classifications in this section reclassify, this section shall apply to those incumbents.
- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher level classification within one (1) year.
- 4) To be promoted to the higher level classification, the worker must meet the employment standards for the higher level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she shall be transferred to a vacant 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 position in his/her former department for which he/she is eligible.

Within 3 months after the ratification of this agreement, the Union and management shall establish committees for the following trainings: union withdraws

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- b) **Blue Collar Career Development and Education TA 6/2/23** *- County Agreed at table*  
At least two (2) times per contract year, in consultation with the union, the County shall have informational session for workers in the Blue-Collar Unit. The formational sessions shall aide in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.
- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training TA 5/26/23**  
The training program shall be designed to prepare Automotive Attendant and Fleet Services Assistant Mechanic for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.
- d) **County Communications Technical Division Training TA 5/3/23**  
The County will provide training for the County Communications Technical Division. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs.
- e) **Park Services Attendant Training Program** Union agree to CP 5/25/23 TTA  
During the term of the agreement, the County will make available to Park Services Attendants no more less than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker to be alternately staffed with Park Services Attendant.

The hiring authority ~~may~~ shall accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Park Services Attendants may apply for such transfers and the 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~~ shall 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~~ shall 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 shall 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.

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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.

f) **Offset Press Operator Training TA 6/2/23**

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 12.9 of the contract.

g) **Heavy Road Equipment Training Hold to UP 4/14/23**

The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided ~~in the evenings or over the weekend~~ on paid county time. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

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- a. The department will shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

**2. Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department will shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

**3. Ten Wheelers**

Instruction will shall continue to be provided on County time subject to staffing and equipment availability.

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

**4. Sweeper Training**

Sweeper equipment training will shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

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**5. Boom/Aerial Truck Training**

Boom/Aerial truck training will shall be provided by the County, on County time. ~~as management deems necessary.~~

**6. Mobile Crane Training**

Mobile crane training shall be provided by the County, on County time.

**h) Animal Control Officer Training- TTA 5/17/23**

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.

**i) Production Graphics Technician Training-Provide the training program- TTA 5/3/23**

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.

**j) Vector Control Training Committee- Union accept county PP 5/3/23**

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.

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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 per calendar year.

- k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**  
The County will shall provide training for the Telecommunications Technician Series, ~~Associate Telecommunications Technician~~ and ~~Senior Telecommunications Technician~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- l) **Biomedical & Medical Equipment Repair Training ( Union Accept CP 5/17/23 TTA)**  
The County will shall provide training for the Biomedical Engineering Technician Series I & II, ~~Senior Biomedical Equipment Technician~~, and ~~Medical Equipment Repairer~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- m) **Electronic Repair Technician TTA**  
The County will shall provide training for Electronic Repair Technicians. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs, and requirements from local and/or state fire marshal.
- n) **Time Off for Career Advancement CCL**  
The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.
- o) **Janitor training for SCVMC System- Union Holds**  
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 training programs based on relevance and programmatic needs. The committee shall research and recommend training opportunities for workers. Such research and recommendations may include training issues related to Janitors at SCVMC.

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- p) **Fleet Service Class A/B Training with Passenger Endorsement and Air Brake** Union Modified 6/2/23  
For those in the Fleet Services Mechanic Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County shall provide initial Commercial Divers License Class A Trainings for employees in the Fleet Services Mechanic series

**D.4 – Miscellaneous (Union Holds PP 5/19/23)**

- a) **Tool Allowance** Union Modified PP 6/2/23
1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the one (31) grand parented employees hired prior to 2007 a tool allowance voucher of \$425 ~~\$600550~~500.
  2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new Fleet Service job classifications that require uniforms and safety equipment are created during the duration of this agreement, they shall qualify for provisions in sections 9.1 and 9.3.
  3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
  4. Allowances will be paid prior to June 30 of each applicable year.
- b) **Dietetic Assistant Meals- CCL**  
Dietetic Assistants assigned to any department are entitled to free meal privileges for those meals that occur during their prescribed work schedule.
- c) **After-Hours Telephone Call Pay** -Union Accept CP 5/17/23 TTA  
Workers in the classification of Senior Park Maintenance Worker 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-hours telephone call, or the actual time spent, whichever is greater.

No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification



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and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after- hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, the employee who received the call, and the purpose for the call.

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

d) **County Email Correspondence and Computer Use (County accepts 5/19/23) TTA**

~~When appropriate, e~~Employees shall be allowed a reasonable amount of work time on the clock, not to include break time for work-related email correspondence, required SCC e-learnings, trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement. All Blue Collar workers shall be granted time off the floor to complete SCC e-learning trainings, work related emails and websites on paid time.

**D.5 – Seniority/Promotional Program**

a) **Purpose** CCL 5/10/23

The purpose of this section is to use seniority as a selection criterion for the covered classifications listed in Section (d).

b) **Definitions** CCL 5/10/23

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.

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c) **Vacancies within Promotional Classes CCL 5/10/23**

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.

d) **Classes Covered Union accept CP 5/17/23 TTA**

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
2. ~~Bindery Worker II~~
- 2 Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: That Electrical/Electronic Technician series ~~two (2)~~ ~~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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

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**D.6 – Differentials**

- a) **Animal Transport Differential (TTA)**  
Incumbents in the class of Animal Services Assistant 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.
- b) **Automotive Services Excellence (ASE) Certification Differential Union Modified to pp 6/6/23**  
Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point fifty-six ~~two~~ Seventy five percent (0.705625%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half~~ five point sixtwo percent (~~545.0~~545.0%) above the employee's salary range.
- c) **Biomedical ~~Equipment~~ Engineering Technician Lead Differential (Union Accepts CP 5/17/23) TTA**  
When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.
- When assigned the full range of lead responsibilities, one position of Bio-Medical ~~Equipment~~ Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.
- When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

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d) **Class A/B Commercial Driver License Training- (TA 6/2/23)**  
Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one three two~~ one three two dollars and ~~twenty five seventy five~~ twenty five cents (\$~~1.75 3.00~~2.25) per hour above the regular rate for each hour of training.

e) **Crew Lead Differential (Union Hold to PP 5/19/23)**  
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 be

*\$2.25*  
compensated at the flat rate of ~~one dollar and fifty cents~~ seven Six percent (\$~~1.50~~ 76%) per hour above the regular salary rate for each hour actually worked.

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 (Union Hold to PP 5/19/23)**  
Info Req

*\$2.25*  
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 ~~one dollar and forty cents~~ seven Six percent (\$~~1.40~~ 76%) per hour above the regular salary rate for each hour actually worked.

g) **Electronic Repair Technician Lead Union Hold to PP 5/19/23)**

*\$2.25*  
*\$1.90*  
When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of ~~one dollar and ninety cents~~ seven Six percent (\$~~1.90~~ 76%) per hour above the regular salary rate for each hour actually worked.

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- h) **Fleet Services Mechanic Class A Differential Union Modified 6/2/23**  
Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred & eighty sixty four dollars (~~\$34060.800~~). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.
- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential (Union Hold to PP 5/19/23)**  
One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar seven Six percent and fifty cents (\$1.5076%) per hour above the regular salary rate for each hour actually worked.
- j) **Food Service Worker-Correction Extended Lead Differential Union Hold to PP 5/19/23** Union info request  
In recognition of the extended lead responsibilities assigned ~~(on a rotating basis quarterly);~~ the Food Service Worker- Correctional shall be paid a seven Six percent (7.6%) the following position, a differential of ~~one dollar and twenty cents (\$1.20)~~ per hour is authorized for:  
  
~~For one~~ The county shall have one (1) position per shift of Food Service Worker-Correction at each County correctional facility. ~~when assigned by Management as the Dishroom Supervisor for hours worked.~~
- k) **Gardener Lead Differential (CCL) TA**  
When assigned to perform a full range of lead duties, the incumbent of up to four (4) Gardener positions shall be compensated at 5% above the employee's range and step.
- l) **Janitorial Project Team Crew Differential Union Hold to PP 5/19/23**  
Janitors assigned in accordance with the following criteria shall receive ~~one dollar and twenty cents~~ seven Six percent (\$1.2076%) per hour as the total premium payment for each hour actually worked:
- i. **Project Team Crew Criteria**  
Janitors who have bid to work on the team cleaning or project crew or extra help assigned by management are entitled to the differential when performing team cleaning or special project assignments. They will continue to

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receive the pay when pulled by management to do other work.

ii. **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. This section shall also apply to extra help.
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.

- m) **Janitors-Retort Differential Union Hold to PP 5/19/23)**  
Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of ~~one dollar and twenty-five cents~~ seven Six percent (\$1.257 6%) per hour above the regular salary rate for each hour actually worked. This section shall also apply to extra help.

- n) **Kennel Attendant Animal Services Assistant Lead Differential Union Hol 5/19/23)**

Up to three (3) ~~Kennel Attendants~~ Animal Services Assistant, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of ~~one dollar and twenty cents~~ seven Six percent (\$1.207 6%) per hour above the regular salary rate for each hour actually worked.

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- o) **Lead Auto Mechanic Differential CCL TA**  
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.
- p) **Lead Fleet Service Mechanic Differential** Union withdraws CCL 6/2/23
- i. 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.
  - ii. ~~**Parks Lead Fleet Service Mechanic Differential-**~~  
~~When assigned the full range of lead responsibilities in the Parks Department, 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.~~
- q) **Lead Baker Differential CCL TA**  
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.
- r) **Lead Janitor Differential** Union PP CCL 5/26/23  
When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health and Hospital System ~~to be split proportionately between all hospital and clinics,~~ and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.
- s) **Lead Laundry Worker II Differential (CCL TA)** evaluating  
An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.

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- t) **Lead Stock Clerk Messenger Driver Differential** Union TA CP 5/25/23  
One incumbent of ~~in~~ the Stock Clerk Messenger Driver 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.
- u) **Offset Press Operator I** CCL TA  
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.
- v) **Pesticide Recommendation Differential** CCL TA  
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.
- w) **Road Maintenance Worker III Dual Function/Lead Differential** CCL TA  
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 two (2) or more other Road Maintenance Worker I, II, or 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.
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential** Union Hold PP 5/19/23  
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 be compensated at the flat rate of one dollar and seventy cents ~~seven~~ Six percent (\$1.707-6%) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.



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- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**  
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more other Road Maintenance Workers I, II, and III. 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.
- z) **Stationary Engineer Differential CCL TA**  
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.
- aa) **~~Stock Clerk Materials Supply Specialist Bulk Storage Differential-Union~~**  
~~Hold to PP 5/19/23)~~  
Incumbents in the class of ~~Stock Clerk Materials Supply Specialist~~ at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one dollar and five cents ~~seven Six percent (\$1.057-6%)~~ per hour above the regular rate for each hour actually worked.
- bb) **Park Service Attendant Lead Differential CCL TA**  
Up to seven (7) incumbents in the classification of Park Service Attendant assigned to provide the full range of Lead responsibilities shall be compensated at the flat rate of one dollar (\$1.00) per hour above the regular rate for each hour actually worked. During the peak season, (April 1 – October 31), three (3) additional incumbents will receive the lead differential.
- cc) **Water Treatment Certification Stipend CCL TA**  
General Maintenance Mechanics (GMMs) who obtain and maintain a State Water Treatment Operator (T1) or Distribution (D1) certification shall be compensated at a bi-weekly rate of twenty-five dollars \$25 when assigned water treatment duties.  
In addition, GMMs who obtain and maintain a Pool Operator Certification shall be compensated at a flat bi-weekly rate of twelve dollars and fifty cents \$12.50 when assigned to work in the maintenance of pools.
- dd) **~~Electronic Repair Tech. badge access, security & Networking Applications~~** ~~Union with draws to PP 6/2/23)~~  
~~When performing the duties of applications administrator with networking of security cameras, badge access readers and kronos networking. Electronic repair technician's shall be compensated an additional ten six percent (106%) above their base pay or be compensated at the Applications Administrator Level, which ever is greater.~~

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- ee) **Electronic Repair Technician - Fire/life safety systems Differential**  
Union Modified to PP 6/2/23)Info  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty four dollars (\$340.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.
- ff) **Electronic repair Technician Project Lead** Union withdraws on 6/2/23)  
An incumbent in the class of Electronic Repair Technician when assigned by management to inspect & oversee vendors performing work for a project shall be compensated at the rate of a Project Control Specialist classification or ten six percent 106% whichever is greater.
- gg) ~~**Road Maintenance Worker III Class A License**~~ Union Withdraws 5/26/23)  
~~Any Road Maintenance Worker III who possesses a Class A licensure shall be compensated an additional ten percent (10%) above their base pay when performing duties of the Road Maintenance for each hour actually worked.~~
- hh) **Cook/Correctional Cook Lead** – Union Modified to PP 6/2/23)  
Cooks or Correctional Cooks who act as a lead, or provide direction to inmates and/or other employees through the course of their work When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated an additional seven Six Five percent (7 65%) above the employee's salary range and step. base pay
- ii) **Materials Warehouse Handler Supply Specialist Lead Differential**  
Union Holds to PP 5/19/23) INFO.  
Incumbents in the class of Materials Warehouse Handler supply Specialist who perform lead duties shall be compensated an additional seven six percent (7 6%) above their base pay.
- jj) **Senior Electrical/Electronic Repair Technician and Electrical/Electronic Technician** Union Modified PP 6/2/23)  
Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and forty six eighty dollars 3406080) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

APPENDIX D –  
Blue Collar Unit Union Proposal 5– 6/2/23

**D.7 - Work Out of Class (Union CCL 5/10/23) TA under review**

- a) **Electrical/Electronic Technician**  
Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.
  
- b) **Laundry Worker I-**  
An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

County  
CPA/B  
Doc

County Proposal #4 to SEIU June 2, 2023  
Appendix D Blue Collar Unit

@ 10:10A

D.1 – Salaries- County not in agreement with UP dated 4/14/23. County **Modifies** CP dated 5/24/23.

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

Job Code	Job Title
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
<u>V58</u>	<u>ANIMAL SERVICE ASSISTANT</u>
<u>N95</u>	<u>ASSISTANT CHIEF ENGINEER</u>
<u>K06</u>	<u>ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN</u>
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS <del>SYSTEMS</del> TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<u>K03</u>	<u>BIOMEDICAL ENGINEERING TECHNICIAN</u>
F91	<del>BINDERY WORKER I</del>
F90	<del>BINDERY WORKER II</del>
K06	<del>BIOMEDICAL EQUIPMENT TECHNICIAN I</del>
K03	<del>BIOMEDICAL EQUIPMENT TECHNICIAN II</del>
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN

<b>Job Code</b>	<b>Job Title</b>
✓ <u>H59</u>	<u>COOK</u>
✓ <u>H60</u>	<u>COOK I</u>
✓ <u>H59</u>	<u>COOK II</u>
✓ <u>H61</u>	<u>CORRECTIONAL COOK</u>
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
✓ <u>G88</u>	<u>ELECTRICAL STOREKEEPER</u>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	<u>FACILITIES MAINTENANCE REPRESENTATIVE</u>
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC
M17	FLEET SERVICES MECHANIC
M14	FLEET SERVICES MODIFICATION MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II

From: SCCo To SEIU June 2, 2023

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New language is underlined.

Deleted language is ~~struck-through~~.

Current contract language is CCL.

Page 2 of 24

Job Code	Job Title
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
<del>N96</del>	<del>HOSPITAL STATIONARY ENGINEER</del>
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
V58	KENNEL ATTENDANT
<del>H86</del>	<del>LAUNDRY WORKER I (see package proposal)</del>
<del>H84</del>	<del>LAUNDRY WORKER II (see package proposal)</del>
<del>G8H</del>	<del>MATERIALS SUPPLY SPECIALIST</del>
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
<del>M49</del>	<del>OCCUPATIONAL THERAPY TECHNICIAN</del>
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
<del>T13</del>	<del>PARK <u>HEAVY</u> EQUIPMENT OPERATOR</del>
T95	PARK MAINTENANCE CRAFTS WORKER
T93	PARK MAINTENANCE CREW CHIEF
T17	PARK MAINTENANCE WORKER I
T16	PARK MAINTENANCE WORKER II
T32	PARK SERVICES ATTENDANT

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Page 3 of 24

Job Code	Job Title
T1C	PARKS TRAIL SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
✓ N61	ROAD-OPERATIONS <u>MAINTENANCE</u> SUPERVISOR
N66	ROAD MAINTENANCE WORKER II
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL EQUIPMENT TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
∩ N95	<del>SENIOR HOSPITAL STATIONARY ENGINEER</del>
✓ T27	SENIOR PARK MAINTENANCE WORKER
✓ G76	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N96	STATIONARY ENGINEER
✓ <u>N93</u>	<u>STATIONARY ENGINEER – FACILITIES AND FLEET</u>

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Page 4 of 24

Job Code	Job Title
✓ 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
M25	VEHICLE USE COORDINATOR
G77	WAREHOUSE MATERIALS HANDLER

County not in agreement with UP dated 4/14/23. County **Modifies** CP dated 5/25/23.

JOB CODE	CLASSIFICATION	REALIGNMENT
T90	<del>AIRPORT OPERATIONS WORKER</del>	2.24%
V57	<del>ANIMAL CONTROL OFFICER</del>	1.44%
<del>W57</del>	<del>ANIMAL CONTROL OFFICER-U</del>	1.44%
K13	<del>ASSOC TELECOMMUNICATIONS TECH</del>	0.45%
<del>L36</del>	<del>ASSOCIATE COMM SYSTEMS TECH</del>	0.45%
M24	<del>AUTOMOTIVE ATTENDANT</del>	3.22%
Z24	<del>AUTOMOTIVE ATTENDANT-U</del>	3.22%

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Page 5 of 24



H63	BAKER	1.06%
F91	BINDERY WORKER I	4.18%
F90	BINDERY WORKER II	3.16%
K06	BIOMEDICAL EQUIPMENT TECH I	3.00%
K03	BIOMEDICAL EQUIPMENT TECH II	3.00%
M45	BUILDING SYSTEMS MONITOR	1.39%
H60	COOK I	3.16%
Q6T	COOK I - U	3.16%
H59	COOK II	2.64%
G74	CUSTODY SUPPORT ASSISTANT	4.04%
Z74	CUSTODY SUPPORT ASSISTANT - U	4.04%
E49	DAY CARE CENTER AIDE	1.44%
H64	DIETETIC ASSISTANT	1.89%
Q6Q	DIETETIC ASSISTANT - U	1.89%
G7E	ELECTION SYSTEMS TECHNICIAN I	0.88%
G7D	ELECTION SYSTEMS TECHNICIAN II	0.11%
G9D	ELECTION WRKR - WAREHOUSE - EH	3.05%
K93	ELECTRICAL ELECTRONIC ASST	3.09%
K92	ELECTRICAL ELECTRONIC TECH	4.00%
G88	ELECTRICAL STOREKEEPER	2.33%
K94	ELECTRONIC REPAIR TECHNICIAN	3.00%
Z93	ELECTRONIC REPAIR TECHNICIAN - U	3.00%
M28	EMERGENCY VEHICLE EQUIP INSTLR	0.16%
M26	FLEET PARTS COORDINATOR	1.44%
M18	FLEET SERVICES ASST MECHANIC	2.08%
M17	FLEET SERVICES MECHANIC	3.00%

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265	FOOD SERVICE WORKER - CORR - U	6.33%-5%
H67	FOOD SERVICE WORKER I	8.25%-5%
Z66	FOOD SERVICE WORKER I - U	8.25%-5%
H66	FOOD SERVICE WORKER II	7.86%-5%
Z64	FOOD SERVICE WORKER II - U	7.86%-5%
H68	FOOD SERVICE WORKER-CORR	6.33%-5%
H28	GARDENER	3.71%
M48	GENERAL MAINT MECHANIC I	3.60%
M47	GENERAL MAINT MECHANIC II	2.52%
Z92	GENERAL MAINT MECHANIC II - U	2.52%
M56	GENERAL MAINT MECHANIC III	2.25%
N94	INSTITUTIONAL MAINTENANCE ENGR	0.22%
H18	JANITOR	4.44%
Z17	JANITOR - U	4.44%
V58	KENNEL ATTENDANT	3.72%
V5E	KENNEL ATTENDANT - U	3.72%
H86	LAUNDRY WORKER I	4.30%
H87	LAUNDRY WORKER I - U	4.30%
H84	LAUNDRY WORKER II (see package proposal)	4.75%-2%
K19	MEDICAL EQUIPMENT REPAIRER	3.63%
E28	MESSENGER DRIVER	3.38%
Z26	MESSENGER DRIVER - U	3.38%
F81	OFFSET PRESS OPERATOR I	4.01%
F80	OFFSET PRESS OPERATOR II	1.44%
F85	OFFSET PRESS OPERATOR III	0.85%
G66	OPERATING ROOM-STOREKEEPER	2.58%

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T13	PARK EQUIPMENT OPERATOR	0.04%
T95	PARK MAINTENANCE CRAFTS WORKER	4.00%
T17	PARK MAINTENANCE WORKER I	2.02%
T1B	PARK MAINTENANCE WORKER I - U	2.02%
T16	PARK MAINTENANCE WORKER II	0.71%
T1A	PARK MAINTENANCE WORKER II - U	0.71%
T32	PARK SERVICES ATTENDANT	4.21%
T3A	PARK SERVICES ATTENDANT - U	4.21%
M38	PARKING LOT CHECKER	3.16%
M35	PARKING PATROL COORD	1.54%
T1C	PARKS TRAIL SPECIALIST	0.33%
F26	PRINT-ON-DEMAND OPERATOR	1.44%
F82	PRODUCTION GRAPHICS TECH	1.15%
M3A	RECORDS RETENTION DRIVER	3.55%
N43	RESIDENT RD MAINT WRKER III	2.50%
N41	RESIDENT RD MAINT WRKER IV	2.50%
N69	ROAD DISPATCHER	0.03%
N61	ROAD MAINTENANCE SUPV	1.50%
N67	ROAD MAINTENANCE WORKER I	3.64%
N66	ROAD MAINTENANCE WORKER II	3.01%
N65	ROAD MAINTENANCE WORKER III	2.51%
N64	ROAD MAINTENANCE WORKER IV	2.50%
T07	SEASONAL PARK WORKER	6.63%
N63	SIGN SHOP TECHNICIAN	0.67%
K01	SR BIOMEDICAL EQUIPMENT TECH	3.00%
K91	SR ELECTRICAL ELECTRONIC TECH	3.00%

From: SCCo To SEIU June 2, 2023

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- y) **Road Maintenance Worker IV Dual Function Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- z) **Stationary Engineer Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- aa) **~~Stock Clerk~~ Material Supply Specialist ~~Bulk Storage~~ Differential- County not in agreement with UP dated 5/19/23. County Holds to proposal dated 5/25/23.**

Incumbents in the class of ~~Stock Clerk~~ Material Supply Specialist at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area, in the Equipment Control Warehouse, shall be compensated at the flat rate of one dollar and five cents (\$1.05) per hour above the regular rate for each hour actually worked.

~~aa)~~ bb) **Park Service Attendant Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**

~~bb)~~ cc) **Water Treatment Certification Stipend- County Agrees to CCL proposed in UP dated 4/14/23.**

**New CP dd) New UP hh) Lead Cooks- County not in agreement with UP dated 5/26/23. County Holds to CP dated 5/25/23. (clean up)**

When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated five percent (5%) above the employee's salary range and step. During a full shift in which there is more than one Cook or Correctional Cook assigned to the same location, and there is no lead or supervisor scheduled for that shift, when assigned the full range of lead duties, at least one (1) Cook or Correctional Cook can be assigned this lead differential.

**New CP ee) New UP ii) Materials Supply Specialist Lead- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/25/23.**

When assigned to perform the full range of lead duties, one incumbent in the Materials Supply Specialist classification, shall be compensated five percent (5%) above the employee's salary range and step.

**New UP dd) ERT Badge Access, Security & Networking Applications. County not in agreement with UP dated 5/19/23.**

**New UP ee) ERT Fire/Life Safety Systems- County not in agreement with UP dated 5/26/23.**

**New UP ff) ERT Project Lead- County not in agreement with UP dated 5/26/23.**

**New UP jj) Senior ERT/ERT- County not in agreement with UP dated 5/26/23.**

**D.7 - Work Out of Class- County not in agreement with UP dated 5/19/23. County **Holds to** CP dated 5/25/23. (see package proposal)**

a) **Electrical/Electronic Technician- County Agrees to CCL proposed in UP dated 4/14/23.**

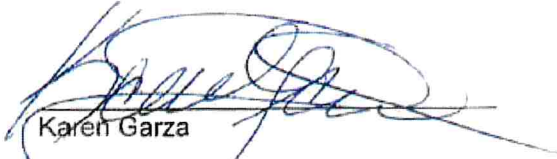
b) ~~Laundry Worker I~~ Union TA to CP dated 5/3/23. (see package proposal)

An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System ~~Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.~~

DATE: August 13, 2020

COUNTY of SANTA CLARA

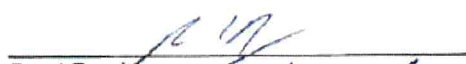
BLUE COLLAR UNIT, SEIU LOCAL 521


  
Karen Garza


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Darrin Woodard

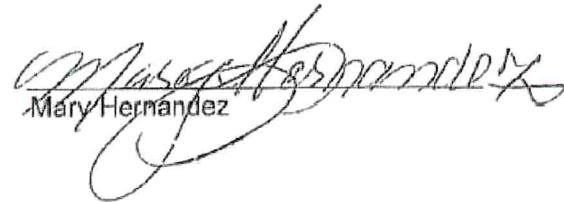
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Jason Dorsey, Vice Chair

  
Paul Burrige

  
David Longcore


  
Daniel Guerrero

  
Mary Hernandez

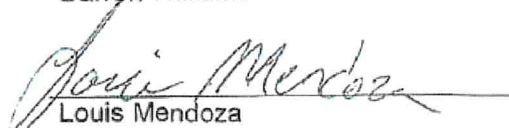
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Ron Ramos

Darren Williams

  
Louis Mendoza

County Holds to CP dated 5/3/23.

**SIDELETTER TO:**

**PARKS AND RECREATION DEPARTMENT**

**PARK MAINTENANCE WORKER SERIES ALTERNATE WORK HOURS**

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

~~Within sixty (60) calendar days following ratification of this labor agreement, the County and the Union agree to meet to consider Alternate Work Hours for the Park Maintenance Worker series at Parks and Recreation Department.~~

From: SCCo To SEIU June 2, 2023

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County Holds to CP dated 5/3/23.

**SIDELETTER**

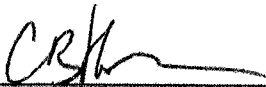
**PARKS AND RECREATION DEPARTMENT**

**PARK SERVICE ATTENDANT PILOT PROJECT**

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

Representatives from the Human Resources, Parks and Recreation, and Labor Relations Departments and SEIU Local 521 shall convene a committee to research and develop a pilot project providing Park Service Attendants with the opportunity to pursue alternative career paths. This pilot project shall be modeled after the Promotional Opportunity Project described in section B.10 of the Clerical Unit section and in accordance with the County Personnel Ordinance.

DATED: 11-20-2015



**Catherine Blue Holmes**  
For the County of Santa Clara



**Darin Woodard**  
For SEIU Local 521



County **not in agreement** with new language o in UP dated 4/14/23.

County **Modifies** new language p proposed by Union on 4/14/23.

**P) Fleet Service Mechanic Commercial Driver License Class A Training with Passenger and Air Brake Endorsements.**

For those in the Fleet Services Mechanic Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County may provide initial Commercial Drivers License Class A trainings for employees in the Fleet Services Mechanic series, if management determines there is an operational need and supporting funding is available.

**D.4 – Miscellaneous- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/3/23.**

a) **Tool Allowance- County not in agreement with UP dated 5/26/23. County Holds to CP dated 5/17/23.**

1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the (3) grand parented employees hired prior to 2007 a tool allowance voucher of \$425.
2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new Fleet Service job classifications that require uniforms and safety equipment are created during the duration of this agreement, they shall qualify for provisions in sections 9.1 and 9.3.
3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
4. Allowances will be paid prior to June 30 of each applicable year.

b) **Dietetic Assistant Meals- County Agrees to CCL proposed in UP dated 4/14/23.**

c) **After-Hours Telephone Call Pay-Union agrees to CP dated 5/17/23**

d) **County Email Correspondence and Computer Use- County in agreement with UP dated 5/19/23.**

**D.5 – Seniority/Promotional Program- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/25/23.**

From: SCCo To SEIU June 2, 2023

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- a) **Purpose- County Agrees to CCL proposed in UP dated 4/14/23.**
- b) **Definitions- County Agrees to CCL proposed in UP dated 4/14/23.**
- c) **Vacancies within Promotional Classes- County Agrees to CCL proposed in UP dated 4/14/23.**
- d) **Classes Covered- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/25/23. (see package proposal)**

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

- 1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
- ~~2. Bindery Worker II~~
- 2. Electrical/Electronic Technician, Senior Electrical/Electronic Technician
- 3. Food Service Worker II
- 4. Gardener
- ~~5. Laundry Worker II~~ Materials Warehouse Supply Specialist (see package proposal)
- 6. Offset Press Operator II, III
- 7. Road Maintenance Worker II, III, IV
- 8. Traffic Painter II, III

Provided: ~~That~~ The Electrical/Electronic Technician 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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

**D.6 – Differentials- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/17/23.**

- a) **Animal Transport Differential-Union TA to CP dated 5/3/23**
- b) **Automotive Services Excellence (ASE) Certification Differential- County not in agreement with UP dated 5/26/23. County holds to CP dated 5/3/23.**

Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point fifty-six-percent (0.

56%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of four and a half percent (4.5%) above the employee's salary range.

c) **Biomedical ~~Equipment-Engineering~~ Technician Lead Differential- Union in agreement with CP dated 5/17/23**

d) **Class A/B Commercial Driver License Training- County in agreement with UP dated 5/26/23.**

Road Maintenance Worker III or IV<sub>2</sub> when assigned to train other Road Maintenance Workers on attaining a Class A or B driver's license, shall be compensated at the flat rate of ~~one~~ two dollars and twenty-five cents (\$2.251.75) per hour above the regular rate for each hour of training.

e) **Crew Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

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-County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/25/23.**

No more than one (1) incumbent on each shift at the Main Jail, Elmwood, and ~~the Elmwood Support Services Division~~, and no more than one (1) incumbent in ~~the Programs Unit and the Elmwood Women's Facility, 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 one dollar and forty cents (\$1.40) per hour above the regular salary rate for each hour actually worked.

g) **Electronic Repair Technician Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of one dollar and ninety cents (\$1.90) per hour above the regular salary rate for each hour actually worked.

From: SCCo To SEIU June 2, 2023

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**h) ~~Fleet Services Mechanic Class A Differential-County not in agreement with UP dated 5/19/23.~~  
County Holds to CP dated 5/17/23.**

Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate ~~monthly allowance~~ of three hundred dollars (\$300) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.

Up to six (6) workers, two (2) per yard, in the position of Road Maintenance Worker III who hold and maintain a Class A license shall be compensated a flat rate of three hundred dollars (\$300) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A vehicle.

**i) ~~Fleet Parts Coordinator & Emergency Installer Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.~~**

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

**j) ~~Food Service Worker- Correction Extended Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/17/23.~~**

When assigned by Management as the Dishroom Lead, (on a rotating basis quarterly), one (1) position per shift of the Food Service Worker-Correction shall be paid a differential of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.

~~In recognition of the extended lead responsibilities assigned (on a rotating basis quarterly), the Food Service Worker-Correctional shall be paid following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for:~~

~~For one (1) position per shift of Food Service Worker-Correction at each County correctional facility, as the Dishroom Supervisor for hours worked.~~

**k) ~~Gardener Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.~~**

**l) ~~Janitorial Project Team Crew Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.~~**

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Janitors assigned in accordance with the following criteria shall receive one dollar and twenty cents (\$1.20) per hour as the total premium payment for each hour actually worked:

i. Project Team 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.

ii. 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.

m) **Janitors-Retort Differential– County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of one dollar and twenty-five cents (\$1.25) per hour above the regular salary rate for each hour actually worked.

n) **~~Kennel Attendant~~ Animal Services Assistant Differential County Modifies CP dated 5/3/23**

Up to three (3) ~~Kennel Attendants~~ **Animal Services Assistants**, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.

o) **Lead Auto Mechanic Differential - County Agrees to CCL proposed in UP dated 4/14/23.**

p) **Lead Fleet Service Mechanic Differential- County Not in Agreement with UP dated 4/14/23. New Union Parks Lead Fleet Service Mechanic Differential. County Holds to CP dated 5/3/23.**

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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.

- q) **Lead Baker Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- r) **Lead Janitor Differential- County not in agreement with UP dated 5/26/23. County Holds to CP dated 5/25/23.**

When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health ~~Care and Hospital System~~ and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.

- s) **Lead Laundry Worker II Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/25/23. (see package proposal)**

~~An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.~~

- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/25/23.**

One incumbent of ~~in~~ the ~~Stock Clerk~~ Messenger Driver classification within the Social Services Agency ~~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.**

- u) **Offset Press Operator I- County Agrees to CCL proposed in UP dated 4/14/23.**
- v) **Pesticide Recommendation Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- w) **Road Maintenance Worker III Dual Function/Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and seventy cents (\$1.70) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.

G76	SR WAREHOUSE MATERIALS HANDLER	2.28%
G82	STOCK CLERK	4.14%
G8B	STOCK CLERK - U	4.14%
G81	STOREKEEPER	2.80%
G8C	STOREKEEPER - U	2.80%
N80	TRAFFIC PAINTER I	2.63%
N79	TRAFFIC PAINTER II	2.07%
N78	TRAFFIC PAINTER III	2.00%
H17	UTILITY WORKER	2.30%
H1A	UTILITY WORKER - U	2.30%
X78	VECTOR CONTROL TECHNICIAN I	1.02%
X77	VECTOR CONTROL TECHNICIAN II	3.00%
X76	VECTOR CONTROL TECHNICIAN III	3.00%
X79	VECTOR CONTROL TRAINEE	1.99%
M25	VEHICLE USE COORDINATOR	4.04%
G77	WAREHOUSE MATERIALS HANDLER	3.05%
Z7A	WAREHOUSE MATERIALS HANDLER - U	3.05%

**D.2 – Environmental Services- SCVHHS Vacancies- County Agrees to CCL proposed in UP dated 4/14/23.**

**D.3 – Training and Development County- County Agrees to CCL proposed in UP dated 4/14/23.**

**a) Career Development Advancement- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23. (Supplemental Proposal Provided on 5/3/23 for discussion)**

The following classifications may be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor

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Road Maintenance Worker I / Janitor

Road Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker

General Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II

Park Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Biomedical Engineering Technician / Medical Equipment Repairer~~

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

- 1) Instead of appointing directly to the ~~hire~~ higher classification, the hiring authority may accept the transfer of an appropriately matched and currently staffed lower classification listed in Section D.3.a. ~~coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, Medical Equipment Repairer, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.~~

If there are not enough qualified lower classified candidates in the alternately staffed positions listed in Section D.3.a. ~~Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, Medical Equipment Repairer, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker~~ apply for transfer, the department may request that eligibles candidates be certified from the appropriate lower-level eligible candidates list.

- 2) Selection of workers in classifications listed in ~~s~~Section D.3.(a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person, based on days of accrued service as reported on the workers' paycheck.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
- 4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, ~~he/she~~ they shall be promoted

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to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, ~~he/she~~ they shall then be eligible to receive a second promotional rating form after another three (3) months.

- 5) If the wage difference exceeds the upward salary change of ~~15%~~ 10% 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~~ they 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~~ their 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 the qualifying exam, ~~he/she~~ they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year, ~~he/she~~ they shall be transferred to a vacant position in ~~his/her~~ their former classification for which ~~he/she~~ they are eligible in ~~his/her~~ their current department. If there are no vacancies, the worker shall transfer to ~~his/her~~ their former classification in a vacant position in ~~his/her~~ their former department for which ~~he/she~~ they are eligible.

**County not in agreement with Union's proposal dated 4/14/23 (new language on training committee)**

- b) **Blue Collar Career Development and Education- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/17/23.**

**Two (2)** times per contract year, in consultation with the ~~u~~Union, the County shall have an informational session for workers in the Blue-Collar Unit. The informational sessions shall aide in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training- Union in verbal agreement with CP at table on 5/26-235/3/23**

The training program shall be designed to prepare Automotive Attendants and Fleet Services Assistant Mechanics for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.

- d) **County Communications Technical Division Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- e) **Park Services Attendant Training Program- Union in agreement with CP dated 5/3/23.**

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f) **Offset Press Operator Training- County in agreement with UP dated 5/26/23.**

g) **Heavy Road Equipment Training- County not in Agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23**

The Roads and Airports Department ~~will~~ shall offer each of the following voluntary training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Voluntary ~~Trainings~~ trainings will be provided in the evenings or over the weekend. The County will pay for the instructor(s) and necessary equipment and supplies. Workers will attend sessions on their own time. When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

**1. Equipment for Road Maintenance Worker IIIs- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.

1) Eight (8) hours classroom instruction.

2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the employee ~~to management~~.

**2. Equipment for Road Maintenance Worker IVs- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/3/23.**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.

1) Eight (8) hours classroom instruction.

2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the employee ~~to management~~.

**3. Ten Wheelers- County not in agreement with UP dated 4/14/23. County Holds to CP 5/3/23.**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

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Training shall be offered on a rotational basis by seniority preference as defined by days of accrued service on the workers' paycheck. in the Departmental Agreement.

**4. Sweeper Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

Sweeper equipment training ~~will~~ shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined by days of accrued service on the workers' paycheck. in the Departmental Agreement.

**5. Boom/Aerial Truck Training- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/2/23.**

Boom/Aerial truck training ~~will~~ shall be provided by the County, on County time as management deems necessary.

**New UP 6. Mobile Crane Training- County not in agreement with UP dated 4/14/23. County Proposes to modify UP dated 4/14/23.**

**6. Mobile Crane Training**

Mobile crane training shall be provided by the County, on County time, as management deems necessary.

- h) **Animal Control Officer Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- i) **Production Graphics Technician Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- j) **Vector Control Training Committee- Union in agreement with CP dated 5/3/23.**
- k) **Telecommunications Training- Union agrees to CP dated 5/17/23.**
- l) **~~Biomedical & Medical Equipment Repair~~ Engineering Technician Training- Union in agreement with CP dated 5/17/23.**
- m) **Electronic Repair Technician- County Agrees to UP dated 4/14/23.**

**County Holds to CP dated 5/3/23 (moved/to follow main contract)**

~~n) **Time Off for Career Advancement**~~

The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty eight (48) hours' notice is given to the worker's supervisor or department head.

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County  
Dulles Covered  
5/25/23

Joel  
5/25/23

**County Proposal #3 to SEIU May 25, 2023  
Appendix D Blue Collar Unit**

**D.1 – Salaries- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/17/23.**

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

<b>Job Code</b>	<b>Job Title</b>
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
<u>V58</u>	<u>ANIMAL SERVICE ASSISTANT</u>
<u>N95</u>	<u>ASSISTANT CHIEF ENGINEER</u>
<u>K06</u>	<u>ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN</u>
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS <u>SYSTEMS</u> TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<u>K03</u>	<u>BIOMEDICAL ENGINEERING TECHNICIAN</u>
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
<del>K06</del>	<del>BIOMEDICAL EQUIPMENT TECHNICIAN I</del>
<del>K03</del>	<del>BIOMEDICAL EQUIPMENT TECHNICIAN II</del>
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN

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<b>Job Code</b>	<b>Job Title</b>
<u>H59</u>	<u>COOK</u>
H60	<del>COOK-I</del>
H59	<del>COOK-II</del>
<u>H61</u>	<u>CORRECTIONAL COOK</u>
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC
M17	FLEET SERVICES MECHANIC
M14	FLEET SERVICES MODIFICATION MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II

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<b>Job Code</b>	<b>Job Title</b>
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
<del>N96</del>	<del>HOSPITAL STATIONARY ENGINEER</del>
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
<del>V58</del>	<del>KENNEL ATTENDANT</del>
<del>H86</del>	<del>LAUNDRY WORKER I (see package proposal)</del>
H84	LAUNDRY WORKER II (see package proposal)
<u>G8H</u>	<u>MATERIALS SUPPLY SPECIALIST</u>
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
<del>M49</del>	<del>OCCUPATIONAL THERAPY TECHNICIAN</del>
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <u>HEAVY</u> 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

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<b>Job Code</b>	<b>Job Title</b>
T1C	PARKS TRAIL SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N61	<del>ROAD OPERATIONS</del> <u>MAINTENANCE SUPERVISOR</u>
N66	ROAD MAINTENANCE WORKER II
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL EQUIPMENT TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>N95</del>	<del>SENIOR HOSPITAL STATIONARY ENGINEER</del>
T27	SENIOR PARK MAINTENANCE WORKER
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N96	STATIONARY ENGINEER
<u>N93</u>	<u>STATIONARY ENGINEER – FACILITIES AND FLEET</u>

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Job Code	Job Title
<del>G82</del>	<del>STOCK-CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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
M25	VEHICLE USE COORDINATOR
G77	WAREHOUSE MATERIALS HANDLER

County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/17/23.

JOB CODE	CLASSIFICATION	REALIGNMENT
<del>T90</del>	<del>AIRPORT OPERATIONS WORKER</del>	<del>2.24%</del>
<del>V57</del>	<del>ANIMAL CONTROL OFFICER</del>	<del>1.44%</del>
<del>W57</del>	<del>ANIMAL CONTROL OFFICER-U</del>	<del>1.44%</del>
<del>K13</del>	<del>ASSOC TELECOMMUNICATIONS TECH</del>	<del>0.45%</del>
<del>L36</del>	<del>ASSOCIATE COMM SYSTEMS TECH</del>	<del>0.45%</del>
<del>M24</del>	<del>AUTOMOTIVE ATTENDANT</del>	<del>3.22%</del>
<del>Z24</del>	<del>AUTOMOTIVE ATTENDANT-U</del>	<del>3.22%</del>

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H63	BAKER	1.06%
F91	BINDERY WORKER I	4.18%
F90	BINDERY WORKER II	3.16%
K06	BIOMEDICAL EQUIPMENT TECH I	3.00%
K03	BIOMEDICAL EQUIPMENT TECH II	3.00%
M45	BUILDING SYSTEMS MONITOR	1.39%
H60	COOK I	3.16%
Q6T	COOK I-U	3.16%
H59	COOK II	2.64%
G74	CUSTODY SUPPORT ASSISTANT	4.04%
Z74	CUSTODY SUPPORT ASSISTANT-U	4.04%
E49	DAY CARE CENTER AIDE	1.44%
H64	DIETETIC ASSISTANT	1.89%
Q6Q	DIETETIC ASSISTANT-U	1.89%
G7E	ELECTION SYSTEMS TECHNICIAN I	0.88%
G7D	ELECTION SYSTEMS TECHNICIAN II	0.11%
G9D	ELECTION WRKR-WAREHOUSE-EH	3.05%
K93	ELECTRICAL ELECTRONIC ASST	3.09%
K92	ELECTRICAL ELECTRONIC TECH	4.00%
G88	ELECTRICAL STOREKEEPER	2.33%
K94	ELECTRONIC REPAIR TECHNICIAN	3.00%
Z93	ELECTRONIC REPAIR TECHNICIAN-U	3.00%
M28	EMERGENCY VEHICLE EQUIP INSTLR	0.16%
M26	FLEET PARTS COORDINATOR	1.44%
M18	FLEET SERVICES ASST MECHANIC	2.08%
M17	FLEET SERVICES MECHANIC	3.00%

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Z65	FOOD SERVICE WORKER - CORR - U	6.33% <u>5%</u>
H67	<u>FOOD SERVICE WORKER I</u>	8.25% <u>5%</u>
Z66	<u>FOOD SERVICE WORKER I - U</u>	8.25% <u>5%</u>
H66	<u>FOOD SERVICE WORKER II</u>	7.86% <u>5%</u>
Z64	<u>FOOD SERVICE WORKER II - U</u>	7.86% <u>5%</u>
H68	<u>FOOD SERVICE WORKER-CORR</u>	6.33% <u>5%</u>
H28	GARDENER	3.71%
M48	GENERAL MAINT MECHANIC I	3.60%
M47	GENERAL MAINT MECHANIC II	2.52%
Z92	GENERAL MAINT MECHANIC II - U	2.52%
M56	GENERAL MAINT MECHANIC III	2.25%
N94	INSTITUTIONAL MAINTENANCE ENGR	0.22%
H18	JANITOR	4.44%
Z17	JANITOR - U	4.44%
V58	KENNEL ATTENDANT	3.72%
V5E	KENNEL ATTENDANT - U	3.72%
H86	LAUNDRY WORKER I	4.30%
H87	<u>LAUNDRY WORKER I - U</u>	4.30%
H84	<u>LAUNDRY WORKER II (see package proposal)</u>	4.75% <u>2%</u>
K19	MEDICAL EQUIPMENT REPAIRER	3.63%
E28	MESSENGER DRIVER	3.38%
Z26	MESSENGER DRIVER - U	3.38%
F81	OFFSET PRESS OPERATOR I	4.01%
F80	OFFSET PRESS OPERATOR II	1.44%
F85	OFFSET PRESS OPERATOR III	0.85%
G66	OPERATING ROOM STOREKEEPER	2.58%

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T13	PARK EQUIPMENT OPERATOR	0.04%
T95	PARK MAINTENANCE CRAFTS WORKER	4.00%
T17	PARK MAINTENANCE WORKER I	2.02%
T1B	PARK MAINTENANCE WORKER I - U	2.02%
T16	PARK MAINTENANCE WORKER II	0.71%
T1A	PARK MAINTENANCE WORKER II - U	0.71%
T32	PARK SERVICES ATTENDANT	4.21%
T3A	PARK SERVICES ATTENDANT - U	4.21%
M38	PARKING LOT CHECKER	3.16%
M35	PARKING PATROL COORD	1.54%
T1C	PARKS TRAIL SPECIALIST	0.33%
F26	PRINT ON-DEMAND OPERATOR	1.44%
F82	PRODUCTION GRAPHICS TECH	1.15%
M3A	RECORDS RETENTION DRIVER	3.55%
N43	RESIDENT RD MAINT WRKER III	2.50%
N41	RESIDENT RD MAINT WRKER IV	2.50%
N69	ROAD DISPATCHER	0.03%
N61	ROAD MAINTENANCE SUPV	1.50%
N67	ROAD MAINTENANCE WORKER I	3.64%
N66	ROAD MAINTENANCE WORKER II	3.01%
N65	ROAD MAINTENANCE WORKER III	2.51%
N64	ROAD MAINTENANCE WORKER IV	2.50%
T07	SEASONAL PARK WORKER	6.63%
N63	SIGN SHOP TECHNICIAN	0.67%
K01	SR BIOMEDICAL EQUIPMENT TECH	3.00%
K91	SR ELECTRICAL ELECTRONIC TECH	3.00%

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G76	SR WAREHOUSE MATERIALS HANDLER	2.28%
G82	STOCK CLERK	4.14%
G8B	STOCK CLERK - U	4.14%
G81	STOREKEEPER	2.80%
G8C	STOREKEEPER - U	2.80%
N80	TRAFFIC PAINTER I	2.63%
N79	TRAFFIC PAINTER II	2.07%
N78	TRAFFIC PAINTER III	2.00%
H17	UTILITY WORKER	2.30%
H1A	UTILITY WORKER - U	2.30%
X78	VECTOR CONTROL TECHNICIAN I	1.02%
X77	VECTOR CONTROL TECHNICIAN II	3.00%
X76	VECTOR CONTROL TECHNICIAN III	3.00%
X79	VECTOR CONTROL TRAINEE	1.99%
M25	VEHICLE USE COORDINATOR	4.04%
G77	WAREHOUSE MATERIALS HANDLER	3.05%
Z7A	WAREHOUSE MATERIALS HANDLER - U	3.05%

**D.2 – Environmental Services- SCVHHS Vacancies- County Agrees to CCL proposed in UP dated 4/14/23.**

**D.3 – Training and Development County- County Agrees to CCL proposed in UP dated 4/14/23.**

a) **Career Development Advancement- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23. (Supplemental Proposal Provided on 5/3/23 for discussion)**

The following classifications may be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor

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Road Maintenance Worker I / Janitor

Road Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker

General Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II

Park Maintenance Worker I / Gardener

Cook-I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Biomedical Engineering Technician / Medical Equipment Repairer~~

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

- 1) Instead of appointing directly to the hire higher classification, the hiring authority may accept the transfer of an appropriately matched and currently staffed lower classification listed in Section D.3.a. coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, Medical Equipment Repairer, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.

If there are not enough qualified lower classified candidates in the alternately staffed positions listed in Section D.3.a. Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, Medical Equipment Repairer, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligibles candidates be certified from the appropriate lower-level eligible candidates list.

- 2) Selection of workers in classifications listed in ~~s~~Section D.3.(a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person, based on days of accrued service as reported on the workers' paycheck.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.
- 4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, ~~he/she~~ they shall be promoted

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to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, ~~he/she~~ they shall then be eligible to receive a second promotional rating form after another three (3) months.

- 5) If the wage difference exceeds the upward salary change of ~~15%~~ 10% 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~~ they 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~~ their 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 the qualifying exam, ~~he/she~~ they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year, ~~he/she~~ they shall be transferred to a vacant position in ~~his/her~~ their former classification for which ~~he/she~~ they are eligible in ~~his/her~~ their current department. If there are no vacancies, the worker shall transfer to ~~his/her~~ their former classification in a vacant position in ~~his/her~~ their former department for which ~~he/she~~ they are eligible.

**County evaluating Union's proposal dated 4/14/23 (new language on training committee)**

- b) **Blue Collar Career Development and Education- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/17/23.**

Two (2) times per contract year, in consultation with the ~~u~~Union, the County shall have an informational session for workers in the Blue-Collar Unit. The informational sessions shall aid in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

The training program shall be designed to prepare Automotive Attendants and Fleet Services Assistant Mechanics for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.

- d) **County Communications Technical Division Training- County Agrees to CCL proposed in UP dated 4/14/23.**

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e) **Park Services Attendant Training Program- County not in agreement with UP dated 4/14/23. County Holds to proposal dated 5/3/23.**

During the term of the agreement, the County will make available to Park Services Attendants no more than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker 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. Park Services Attendants may apply for such transfers and the selection of Park Services Attendants shall be on the basis of ~~his/her~~ their 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~~ shall 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~~ shall 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~~ shall 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~~ they will be promoted to the next higher classification of Park Maintenance Worker I.

If a worker fails the examination after six months, ~~he/she~~ they 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.

f) **Offset Press Operator Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

In order to provide training on equipment to qualify for the next higher classification, ~~Binery Worker I, Binery 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 12.9 of the contract.

**g) Heavy Road Equipment Training- County not in Agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23**

The Roads and Airports Department will offer each of the following voluntary training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Voluntary trainings will be provided in the evenings or over the weekend. The County will pay for the instructor(s) and necessary equipment and supplies. Workers will attend sessions on their own time. When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

**1. Equipment for Road Maintenance Worker IIIs- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

a. The department will offer twenty-four (24) hours of training as indicated below.

1) Eight (8) hours classroom instruction.

2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the employee to management.

**2. Equipment for Road Maintenance Worker IVs- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

a. The department will offer twenty-four (24) hours of training as indicated below.

1) Eight (8) hours classroom instruction.

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- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested by the employee to management.

**3. Ten Wheelers- County not in agreement with UP dated 4/14/23. County Holds to CP 5/3/23.**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

Training shall be offered on a rotational basis by seniority preference as defined as defined by days of accrued service on the workers' paycheck. ~~in the Departmental Agreement.~~

**4. Sweeper Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/3/23.**

Sweeper equipment training ~~will~~ shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined by days of accrued service on the workers' paycheck. ~~in the Departmental Agreement.~~

**5. Boom/Aerial Truck Training- County not in agreement with UP dated 4/14/23. County Holds to CP dated 5/2/23.**

Boom/Aerial truck training will be provided by the County, on County time as management deems necessary.

**New UP 6. Mobile Crane Training- County not in agreement with UP dated 4/14/23.**

- h) **Animal Control Officer Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- i) **Production Graphics Technician Training- County Agrees to CCL proposed in UP dated 4/14/23.**
- j) **Vector Control Training Committee- County not in agreement with UP dated 4/14/23. County Holds to CP 5/3/23.**

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 per calendar year.

- k) **Telecommunications Training- Union agrees to CP dated 5/17/23.**
- l) **Biomedical & Medical Equipment Repair Engineering Technician Training- Union in agreement with CP dated 5/17/23.**
- m) **Electronic Repair Technician- County Agrees to UP dated 4/14/23.**

County Holds to CP dated 5/3/23 (moved/to follow main contract)

n) ~~Time Off for Career Advancement~~

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

County is evaluating new language o. and p. of Union proposal dated 4/14/23

D.4 – Miscellaneous- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/3/23.

- a) **Tool Allowance- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/17/23.**
  1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the (3) grand parented employees hired prior to 2007 a tool allowance voucher of \$425.
  2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new Fleet Service job classifications that require uniforms and safety equipment are created during the duration of this agreement, they shall qualify for provisions in sections 9.1 and 9.3.
  3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
  4. Allowances will be paid prior to June 30 of each applicable year.
- b) **Dietetic Assistant Meals- County Agrees to CCL proposed in UP dated 4/14/23.**
- c) **After-Hours Telephone Call Pay-Union agrees to CP dated 5/17/23**
- d) **County Email Correspondence and Computer Use- County in agreement with UP dated 5/19/23.**

**D.5 – Seniority/Promotional Program- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/19/23.**

- a) **Purpose- County Agrees to CCL proposed in UP dated 4/14/23.**
- b) **Definitions- County Agrees to CCL proposed in UP dated 4/14/23.**
- c) **Vacancies within Promotional Classes- County Agrees to CCL proposed in UP dated 4/14/23.**
- d) **Classes Covered- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/17/23. (see package proposal)**

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
2. ~~Bindery Worker II~~
2. Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. ~~Laundry Worker II Materials Warehouse Supply Specialist~~ (see package proposal)
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: ~~That~~ The Electrical/Electronic Technician 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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

**D.6 – Differentials- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/17/23.**

- a) **Animal Transport Differential-Union TA to CP dated 5/3/23**
- b) **Automotive Services Excellence (ASE) Certification Differential- County not in agreement with UP dated 5/19/23. County holds to CP dated 5/3/23.**

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Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point fifty-six-percent (0.56%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of four and a half percent (4.5%) above the employee's salary range.

- c) **Biomedical Equipment Engineering Technician Lead Differential- Union in agreement with CP dated 5/17/23**
- d) **Class A/B Commercial Driver License Training- County not in agreement with UP dated 5/19/23 County Holds to CP dated 5/17/23.**

Road Maintenance Worker III or IV, when assigned to train other Road Maintenance Workers on attaining a Class A or B driver's license, shall be compensated at the flat rate of ~~one~~ two dollars and ~~seventy-five cents~~ (\$2.001.75) per hour above the regular rate for each hour of training.

- e) **Crew Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

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-County not in agreement with UP dated 5/19/23. County Modifies to CP dated 5/17/23.**

No more than one (1) incumbent on each shift at the Main Jail, Elmwood, and ~~the Elmwood Support Services Division~~, and no more than one (1) incumbent in the Programs Unit and the Elmwood Women's Facility, ~~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 one dollar and forty cents (\$1.40) per hour above the regular salary rate for each hour actually worked.

- g) **Electronic Repair Technician Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of one dollar and ninety cents (\$1.90) per hour above the regular salary rate for each hour actually worked.

- h) ~~Fleet Services Mechanic~~ **Class A Differential-County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/17/23.**

Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate ~~monthly allowance~~ of three hundred dollars (\$300) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.

Up to six (6) workers, two (2) per yard, in the position of Road Maintenance Worker III who hold and maintain a Class A license shall be compensated a flat rate of three hundred dollars (\$300) per month. Such compensation will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A vehicle.

- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.

- j) **Food Service Worker- Correction Extended Lead Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/17/23.**

When assigned by Management as the Dishroom Lead, (on a rotating basis quarterly), one (1) position per shift of the Food Service Worker-Correction shall be paid a differential of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.

~~In recognition of the extended lead responsibilities assigned (on a rotating basis quarterly), the Food Service Worker-Correctional shall be paid following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for:~~

~~For one (1) position per shift of Food Service Worker-Correction at each County correctional facility, as the Dishroom Supervisor for hours worked.~~

- k) **Gardener Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- l) **Janitorial Project Team Crew Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

Janitors assigned in accordance with the following criteria shall receive one dollar and twenty cents (\$1.20) per hour as the total premium payment for each hour actually worked:

i. Project Team 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.

ii. 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.

- m) **Janitors-Retort Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of one dollar and twenty-five cents (\$1.25) per hour above the regular salary rate for each hour actually worked.

- ~~n) **Kennel Attendant Differential-County holds to CP dated 5/3/23**~~

~~Up to three (3) Kennel Attendants, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.~~

- o) **Lead Auto Mechanic Differential - County Agrees to CCL proposed in UP dated 4/14/23.**

- p) **Lead Fleet Service Mechanic Differential- County Not in Agreement with UP dated 4/14/23. New Union Parks Lead Fleet Service Mechanic Differential. County Holds to CP dated 5/3/23.**

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.

- q) **Lead Baker Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- r) **Lead Janitor Differential- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/17/23.**

When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health ~~Care and Hospital System~~ and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.

- s) **Lead Laundry Worker II Differential- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/3/23. (see package proposal)**

~~An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.~~

- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential- County not in agreement with UP dated 4/14/23. County Modifies CP dated 5/17/23.**

~~One incumbent of in the ~~Stock Clerk~~ Messenger Driver classification within the Social Services Agency 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.~~

- u) **Offset Press Operator I- County Agrees to CCL proposed in UP dated 4/14/23.**
- v) **Pesticide Recommendation Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- w) **Road Maintenance Worker III Dual Function/Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential- County not in agreement with UP dated 5/19/23. County Holds to CP dated 5/3/23.**

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 be compensated at the flat rate of one dollar and seventy cents (\$1.70) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.

- y) **Road Maintenance Worker IV Dual Function Differential- County Agrees to CCL proposed in UP dated 4/14/23.**
- z) **Stationary Engineer Differential- County Agrees to CCL proposed in UP dated 4/14/23**
- aa) **~~Stock Clerk~~ Material Supply Specialist Bulk Storage Differential- County not in agreement with UP dated 5/19/23. County Modifies proposal dated 5/3/23.**

Incumbents in the class of ~~Stock Clerk~~ Material Supply Specialist at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area, in the Equipment Control Warehouse, shall be compensated at the flat rate of one dollar and five cents (\$1.05) per hour above the regular rate for each hour actually worked.

aa) **bb) Park Service Attendant Lead Differential- County Agrees to CCL proposed in UP dated 4/14/23.**

bb) **cc) Water Treatment Certification Stipend- County Agrees to CCL proposed in UP dated 4/14/23.**

**New CP dd) New UP hh) Lead Cooks- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/3/23. (clean up)**

When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated five percent (5%) above the employee's salary range and step. During a full shift in which there is more than one Cook or Correctional Cook assigned to the same location, and there is no lead or supervisor scheduled for that shift, when assigned the full range of lead duties, at least one (1) Cook or Correctional Cook can be assigned this lead differential.

**New CP ee) New UP ii) Materials Supply Specialist Lead- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/3/23.**

When assigned to perform the full range of lead duties, one incumbent in the Materials Supply Specialist classification, shall be compensated five percent (5%) above the employee's salary range and step.

**New UP dd) ERT Badge Access, Security & Networking Applications. County not in agreement with UP dated 5/19/23.**

**New UP ee) ERT Fire/Life Safety Systems- County not in agreement with UP dated 5/19/23.**

**New UP ff) ERT Project Lead- County not in agreement with UP dated 4/25/23.**

**New UP gg) Road Maintenance Worker III Class A License- County not in agreement with UP dated 5/19/23.**

From: SCCo To SEIU May 25, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

Page 21 of 25



New UP hh) Cook/Correction Cook Lead- County not in agreement with UP dated 5/19/23.

New UP jj) Senior ERT/ERT- County not in agreement with UP dated 5/19/23.

D.7 - Work Out of Class- County not in agreement with UP dated 5/19/23. County Modifies CP dated 5/3/23.

a) Electrical/Electronic Technician- County Agrees to CCL proposed in UP dated 4/14/23.

b) ~~Laundry Worker I~~ Union TA to CP dated 5/3/23. (see package proposal)

~~An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.~~

From: SCCo To SEIU May 25, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

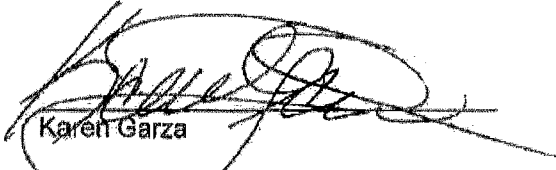
Current contract language is CCL.

Page 22 of 25

DATE: August 13, 2020

COUNTY of SANTA CLARA

BLUE COLLAR UNIT, SEIU LOCAL 521

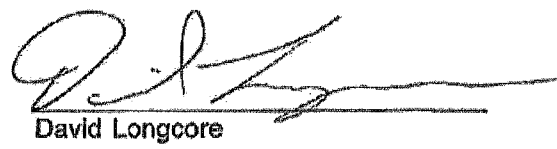
  
Karen Garza

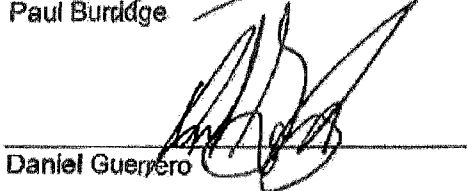
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Darin Woodard  
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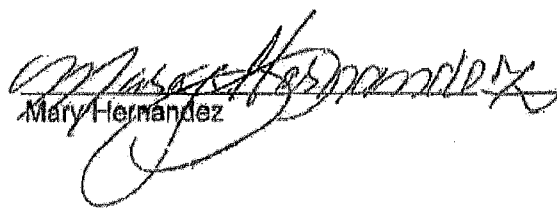
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Alejandro Madi-Cerrada  
Alejandro Madi Cerrada

  
Jason Dorsey, Vice Chair

  
Paul Burridge

  
David Longcore

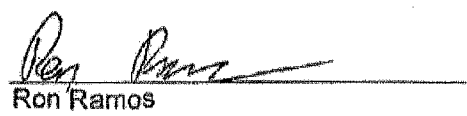
  
Daniel Guerrero

  
Mary Hernandez

DocuSigned by:  
Hewitt, Gene  
Gene Hewitt

Daniel McCulloch

DocuSigned by:  
Kendra Worrell  
Kendra Worrell

  
Ron Ramos

Darren Williams

  
Louis Mendoza

County Holds to CP dated 5/3/23.

**SIDELETTER TO:**

**~~PARKS AND RECREATION DEPARTMENT~~**

**~~PARK MAINTENANCE WORKER SERIES ALTERNATE WORK HOURS~~**

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

~~Within sixty (60) calendar days following ratification of this labor agreement, the County and the Union agree to meet to consider Alternate Work Hours for the Park Maintenance Worker series at Parks and Recreation Department.~~

From: SCCo To SEIU May 25, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL.

Page 24 of 25

County Holds to CP dated 5/3/23.

**SIDELETTER**

**PARKS AND RECREATION DEPARTMENT**


**PARK SERVICE ATTENDANT PILOT PROJECT**

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

Representatives from the Human Resources, Parks and Recreation, and Labor Relations Departments and SEIU Local 521 shall convene a committee to research and develop a pilot project providing Park Service Attendants with the opportunity to pursue alternative career paths. This pilot project shall be modeled after the Promotional Opportunity Project described in section B.10 of the Clerical Unit section and in accordance with the County Personnel Ordinance.

**DATED:** 11-20-2015

  
\_\_\_\_\_  
**Catherine Blue Holmes**  
For the County of Santa Clara

  
\_\_\_\_\_  
**Darin Woodard**  
For SEIU Local 521

Joel  
5/25/23

Section/Article	Title	T/A Date
D.1	Salaries	
D.2	Environmental Services - SCVHHS Vacancies	5/3/2023
D.3	Training and Development	
	a Career Development Advancement	
	b Blue Collar Career Development and Education	
	Automotive Attendant and Fleet Services Assitant	
	c Mechanic Training	
	d County Communications Technical Division Training	5/3/2023
	e Park Services Attendant Training	
	f Offset Press Operator Training	
	g Heavy Road Equipment Training	
	h Animal Control Officer Training	5/17/2023
	i Production Graphics Training	5/3/2023
	j Vector Control Training Committee	
	k Telecommunications Training	5/19/2023
	l Biomedical and Medical Equipment Repair Training	5/19/2023
	m Electronic Repair Technician	5/3/2023
	n Time Off for Career Advancement	
	o Janitor Training for SCVMC System	
	p Fleet Service Class A/B Training	
D.4	Miscellaneous	
	a Tool Allowance	
	b Dietetic Assistant Meals	5/3/2023
	c After-Hours Telephone Call Pay	5/19/2023
	d County Email and Correspondence and Computer Use	
D.5	Seniority/Promotional Program	
	a Purpose	5/3/2023
	b Definitions	5/3/2023
	c Vacancies within Promotional Classes	5/3/2023
	d Classes Covered	
	e no title	
D.6	Differentials	
	a Animal Transport Differential	5/10/2023
	b Automotive Services Excellence (ASE) Certification	

	c Biomedical Equipment Technician Lead Differential	5/19/2023
	d Class A/B Commercial Driver License Training	
	e Crew Lead Differential	
	f Custody Support Assistant Lead Differential	
	g Electronic Repair Technician Lead Differential	
	h Fleet Services Mechanic Class A Differential	
	Fleet Parts Coordinator & Emergency Installer Lead	
	i Differential	
	Food Service Worker-Correction Extended Lead	
	j Differential	
	k Gardener Lead Differential	5/3/2023
	l Janitorial Project Team Crew Differential	
	m Janitors-Retort Differential	
	n Kennel Attendant Lead Differential	
	o Lead Auto Mechanic Differential	5/3/2023
	p Lead Fleet Services Mechanic Differential	
	q Lead Baker Differential	5/3/2023
	r Lead Janitor Differential	
	s Lead Laundry Worker II Differential	5/10/2023
	t Lead Stock Clerk Differential	
	u Offset Press Operator I	5/3/2023
	v Pesticide Recommendation Differential	5/3/2023
	Road Maintenance Worker III Dual Function/Lead	
	w Differential	5/3/2023
	Road Maintenance III/ Road Maintenance Work IV	
	x Welding Differential	
	Road Maintenance Worker IV Dual Function	
	y Differential	5/3/2023
	z Stationary Engineer Differential	5/3/2023
	aa Stock Clerk Bulk Storage Differential	
	aa Park Service Attendant Lead Differential	5/3/2023
	bb Water Treatment Certification Stipend	5/3/2023
	ERT Badges and Supervisor Duties and Security	
	cc Applications/Networking	
	dd Electronic Repair Technician Fire/Life Safety Systems	
	ee Electronic Repair Technician Project Lead	
	ff Road Maintenance Worker III Class A License	
	gg Cook/Correctional Cook Lead	
	hh Materials Warehouse Handler Lead Differential	
	Senior Electrical/Electronic Repair Technician and	
	ii Electrical/Electronic Technician	
D.7	Work Out of Class	5/10/2023
	a Electrical/Electronic Technician	5/3/2023
	b Laundry Worker I	5/10/2023

Joel  
5/25/23

**Package Proposal to SEIU May 25, 2023**  
**Appendix D Blue Collar Unit**  
**To be packaged with CP dated May 25, 2023**  
**Package must be accepted in its entirety or package is withdrawn.**

I. The County Agrees to the Following:

**D.1-Salaries**

- Retitle the Laundry Worker II (H84) classification to Laundry Worker (H84).
- Provide a 2% realignment for the Laundry Worker classification (H84).

**Class Study (tied to union agreement below)**

- Add 2 Material Supply Specialists (G8H) in HHS and reclassify 2 incumbent Laundry Worker II workers in HHS to the newly created Material Supply Specialists positions (GH8).
- Add 7 Warehouse Materials Handler (G77) positions in HHS and reclassify 7 incumbent Laundry Worker I to the newly created Warehouse Materials Handler (G77) positions.
- Reclassify 5 incumbent Laundry Worker II (H84) workers in Probation to the retitled Laundry Worker Classification (H84).

II. The Union Agrees to the following:

**D.1-Salaries**

- Deleting the Laundry Worker I classification (H87).
- Deleting the Laundry Worker I U classification (H86).
- Retitling of Laundry Worker II (H84) to Laundry Worker(H84).

**D.5.d.5- Seniority/Promotional Program**

- Deleting Laundry Worker II.

**D.6.s-Lead Laundry Worker II Differential**

- Deleting lead Laundry Worker II Differential.

**D.7.b Laundry Worker I WOOC**

- Deleting Laundry Worker I WOOC.

**Class Study**

- Accept Class study, which includes the following:
  - Deletion of 2 Laundry Worker II (H84) positions in HHS and adding 2 Material Supply Specialist positions (GH8).
  - Deletion of 7 Laundry Worker I (H87) positions in HHS and adding 7 Warehouse Materials Handler positions (G77).

**Laundry Worker Job Specification revision**

- Accept Laundry Worker (H84) Job Specification.

***Package Proposal to SEIU May 25, 2023  
Appendix D Blue Collar Unit  
To be packaged with CP dated May 25, 2023  
Package must be accepted in its entirety or package is withdrawn.***

III. The County and Union agree to the following:

- Where applicable in Appendix D, all references to Laundry Worker I or Laundry Worker II will be changed to Laundry Worker.



Joel  
5/25/23

County of Santa Clara  
Job Code: H84

## Laundry Worker

### Definition

Under supervision, to perform a variety of duties and coordinate the services in a County laundry unit.

### Distinguishing Characteristics

The Laundry Worker classification is distinguished from the Materials Supply Specialist classification in that the Laundry Worker is responsible for performing a variety of duties related to the coordination of services in a laundry unit, including operating laundry equipment and/or collecting, sorting, and distributing linens and garments, whereas the Material Supply Specialist is responsible for receiving, storing, and issuing a variety of materials, supplies, and equipment in a department supply unit, storeroom, or warehouse.

### Typical Tasks

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all duties listed.

- Shakes out soiled laundry, sorts laundry into piles of similar articles, including the separation of heavily stained and/or torn garments or linens, and routes laundry for rewashing or mending;
- Loads, unloads, and operates commercial type washers and dryers; regulates the timing of wash and dry cycles to maintain an efficient workflow; prepares loads of laundry by adding all applicable washing solutions; selects the proper wash cycle and sets timers and temperatures for dryers;
- Places laundry clean articles into designated carts for sorting and folding;
- Folds and sorts clean laundry;
- Maintains and updates distribution log according to daily needs of the department;
- Ensures the distribution of linens and garments and makes adjustments in the daily operation as necessary, to meet distribution deadlines;
- Safely replaces laundry chemical containers, as necessary;
- Collects bags of soiled laundry from various sites;
- Transports clean laundry to various sites;

### Laundry Worker

- Takes inventories of unit's par levels, utilizing computerized systems for inventory control and recordkeeping;
- Unpacks, sorts, and stores laundry items on shelves and in other storage areas;
- Communicates with appropriate departmental staff to establish correct laundry par levels and to requisition and order laundry and supplies; addresses and resolves special departmental requirements;
- Monitors and responds to email and telephone messages regarding laundry operations;
- Resolves conflicting priorities relative to daily work activities;
- Keeps laundry machines and facility clean by cleaning lint traps, dusting, sweeping, mopping, and emptying wastebaskets;
- Stays up-to-date on new or revised regulations and procedures; follows daily work procedures;
- Completes forms and other paperwork;
- Operates materials handling equipment, including pallet jacks, laundry carts, and forklifts;
- May be assigned as a Disaster Service Worker (DSW), as required\*;
- Performs other related duties, as required.

#### **Employment Standards**

Sufficient education, training, and experience to demonstrate the ability to perform the above tasks plus the possession and direct application of the following knowledge and abilities:

**Training and Experience Note:** The knowledge and abilities required to perform this function are attained through training and experience equivalent to a high school diploma or equivalent;

and

One (1) year of full-time work experience performing routine manual laundry operations in a institutional or commercial setting, and/or performing manual labor, such as pushing heavy carts, moving pallets and boxes, and/or other duties that require physical exertion.

#### **Special Requirements**

### Laundry Worker

- Some positions may require possession of a forklift operator's certification.
- Ability to travel to alternate locations in the course of work. If driving, possession of a valid California driver's license prior to appointment and the ability to qualify for and maintain a County driver authorization.
- \*As a condition of employment, pursuant to California Government Code Section 3100-3109 and Local Ordinance, all County of Santa Clara employees are designated Disaster Service Workers, including extra help. A DSW is required to complete all assigned DSW-related training, and in the event of an emergency, return to work as ordered.

#### Knowledge of:

- Commercial or institutional laundry equipment and the methods and procedures used for washing laundry;
- Practices and procedures of laundry facility operations and distribution;
- Safe lifting, carrying, moving, and general safety precautions used to move materials and supplies;
- Basic mathematics;
- Principles and practices of effective communication;
- Principles and practices of effective customer service and telephone etiquette;
- Common computer systems and applications;
- Heavy equipment used in the movement of heavy and/or bulky items.

#### Ability to:

- Prepare and use soaps, bleaches, scouring, and brightening agents, and other chemicals used in washing and rinsing;
- Read and understand materials safety data sheets, sign, labels, dials, and instructions;
- Operate large washers, including loading and unloading large, wet bundles of laundry;

### Laundry Worker

- Communicate effectively, both orally and in writing, with people of diverse backgrounds and cultures;
- Perform simple mathematical calculations;
- Distinguish between differences in shapes, widths, stains, tears, or worn spots in laundry items;
- Adapt quickly to changes in assignments and priorities;
- Establish and maintain effective working relationships with those contacted in the course of work, at all levels, including colleagues, the public, and representatives of other agencies;
- Utilize specialized departmental computer programs;
- Work in a safe manner;
- Operate a cargo van, including the lifting mechanism.

### Physical Requirements

- Use appropriate personal protective equipment (PPE) when performing job duties;
- Exercise motor coordination and finger and manual dexterity;
- Lift, push, pull, and carry up to 50 pounds

Rev. – 08/02/2021 – RM  
Rev. – 02/22/2010  
Orig. – 10/27/1952  
NS-5.xx.xx

Joel  
5/25/23



# County of Santa Clara

Employee Services Agency

Human Resources

County Government Center, East Wing  
70 West Hedding Street, 8<sup>th</sup> Floor  
San Jose, California 95110

## Classification Report

### Background

Health and Hospital System (HHS) Administration submitted a request regarding the Laundry Worker I (LW I) and Laundry Worker II (LW II) positions assigned to Valley Medical Center (VMC), as there were concerns about the job specifications not accurately describing the duties being performed. Approximately twenty (20) years ago, LW I and LW II incumbents assigned to VMC were responsible for operating commercial washers and dryers; however, that is no longer the case. Linens are now received from a third-party vendor. Further, HHS Administration requested that the Stock Clerk and Storekeeper classifications be reviewed for appropriateness.

Since the commencement of this study, the Stock Clerk and Storekeeper classifications have both been abolished in a separate classification study. In that study, Stock Clerks and Storekeepers were reclassified to the Materials Supply Specialist (MSS) classification.

In response to HHS's concerns, Employee Services Agency – Human Resources (ESA – HR) initiated a County-wide classification study for the LW series.

There are fourteen (14) LW positions in the County of Santa Clara. Five (5) LW II positions are located in the Probation Department (PRO), at the William F. James Ranch and Juvenile Hall, and report to an Administrative Support Officer II. Seven (7) LW I and two (2) LW II positions are located in HHS, at VMC, and report to a Program Manager II.

### Findings / Analysis

Information for this study was gathered from Position Classification Questionnaires (PCQs) completed by the incumbents and their supervisors, and desk audits were performed to determine if the LW incumbents are properly classified. The LW classification series contains two (2) levels.

The LW I definition states, "Under supervision, to perform routine manual operations in a County laundry facility." The distinguishing characteristics state, "Laundry Worker I is the entry and first working level in the Laundry Worker classification series. Laundry Worker I is distinguished from Laundry Worker II in that Laundry Worker IIs operate complex laundry equipment, requiring a higher level of skill and also coordinate laundry services."

The LW II definition states, "Under supervision, to perform a variety of duties in a County laundry facility, including the operation of commercial-type washers and coordination of services." The distinguishing characteristics state, "Laundry Worker II is distinguished from Laundry Worker I in that Laundry Worker IIs operate the more complex laundry equipment

requiring a greater amount of skill than other laundry equipment and coordinate the laundry services.”

As cited in the definitions, the levels differ by the level and skill required to operate laundry equipment. However, this is not accurate at the VMC work site, because a third-party vendor is utilized for laundry washing.

At PRO, the LW IIs' time spent is as follows:

55% - Picking up soiled linens, sorting linens, and loading and unloading linens in and out of the washer and dryer machines.

25% - Preparing for the next distribution of linens by folding, organizing, preparing supplies, machines, and equipment, and cleaning the facility.

20% - Responding to calls and emails of requests and distributing linens that are requested by various units within the department.

All the tasks indicated by the incumbents are in alignment with the typical tasks of the LW II job specification, including the following:

- Sorts soiled laundry; separates heavily stained or torn garments or linens and routes for rewashing or mending;
- Prepares and adds to the wash all washing solutions, such as soaps, bleaches, bluing, and sours, as prescribed by the type of wash, taking into consideration the kind of fabric and dye of articles;
- Selects proper wash cycle; sets timer and temperature for dryers;
- Loads and unloads commercial type washers and dryers; places laundry articles into designated carts for sorting and folding;
- Regulates the flow of laundry articles to the washing machines to maintain an adequate workflow throughout the laundry;
- Maintains and updates distribution log according to daily needs of the department;
- Ensures the distribution and makes adjustments in daily production as necessary to meet distribution deadlines;
- Safely replaces laundry chemical containers as necessary;
- Collects bags of soiled laundry;
- Transports clean laundry to various departments;
- Monitors and responds to email and telephone messages regarding laundry operations;
- Resolves conflicting priorities relative to daily work activities;
- Keeps laundry machines and facility clean by cleaning lint traps, dusting, sweeping, mopping, and emptying wastebaskets;
- May operate materials handling equipment, including forklifts.

Since HHS does not operate commercial laundry equipment, tasks performed by the incumbents under study slightly differ from those at other locations. LW Is have approximately ten (10) to fifteen (15) closets for which they are responsible.

At VMC, the LW Is' time spent is as follows:

40% - Loading carts with linens from the warehouse for distribution.

40% - Delivering linens to assigned closets and restocking closet shelves with clean linens. Upon completion, incumbents input the amount of linens delivered into the Pathway Materials Management database.

20% - Taking inventory for their assigned closets.

One LW I at VMC is responsible for the above stated tasks for forty percent (40%) of the time and picking up all soiled linens from eighteen (18) different pick-up locations for the remaining sixty percent (60%) of the time.

The tasks performed by the LW I at VMC are covered under the LW I job specification; however, the scope of their position does not encompass the definition, typical tasks, knowledge, and abilities of the job specification. The Warehouse Materials Handler (WMH) classification is defined as "to operate materials handling equipment and perform manual tasks in the receipt, storage, and delivery of a variety of materials in a departmental supply unit, storeroom, or warehouse." The LW Is work in a warehouse where they receive a variety of linens from a third-party vendor. They store the supplies in their warehouse and deliver them to their assigned closet in the hospitals. They utilize a variety of materials handling equipment, such as hand trucks, pallet jacks, carts, tuggers, and forklifts.

The duties of the LW Is are reflected in the following typical tasks of the WMH job specification:

- Loads and unloads stock from delivery vehicles;
- Unpacks, stores, and rearranges supplies and other items;
- Operates forklifts and other materials-handling equipment;
- Checks incoming orders for accurate quantity and specifications;
- Marks and tags items for ease of retrieval and identification;
- Prepares orders for issuance or delivery;
- Posts items issued or received, and may assist higher level staff in inventory of supplies;
- Performs necessary duties in keeping storage facilities and adjoining yard areas in a clean and orderly condition;
- May drive automotive vehicles when delivering materials to County departments;

The LW I incumbents at VMC are not properly classified. The duties that are performed by these incumbents are best supported by the definition and typical tasks of the WMH job specification. Therefore, it is recommended to reclassify all seven (7) LW I incumbents to the WMH classification.

There are two (2) LW II incumbents at VMC. One (1) is assigned lead responsibilities for fifty percent (50%) of the time worked. Lead duties include assigning and distributing work, answering questions, resolving work-related problems, training employees, meeting with staff, department managers, and nurse managers, and assisting the supervisor in the interview process for LW I recruitments. These duties are consistent with the lead responsibilities indicated in Section 20.2 of the Service Employees International Union (SEIU) Local 521 contract:

- Assigns, distributes, and adjusts short-term workloads;
- 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. Supervisory approval shall be reflected on the documented counseling;
- Keeps appraised of the progress of the work;
- Answers procedural and work-related questions;
- Assists the supervisor in reviewing the work;
- May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
- May assist the supervisor in the interview process for new workers; such input shall be advisory;

The remainder of the lead incumbent's time is spent as follows:

40% - Ordering supplies, responding to emails, phone calls, and walk-ins from the hospital units and vendors, and taking inventory of the linens being picked up and delivered by the third-party vendor who picks up soiled linens and delivers clean ones on a daily basis.

10% - Providing coverage for LW Is when they are out. This entails taking inventory, loading carts with linens, and delivering those linens to assigned closets, which is performed two (2) times per week on average.

The other LW II incumbent at VMC is assigned lead responsibilities two (2) days per week, which includes assigning and distributing work, answering and resolving work-related problems, training employees, meeting with staff, department managers, and nurse managers, and assisting the supervisor in the interview process for LW I recruitments. These tasks are performed twenty percent (20%) of the time and are described by the lead language cited above.

The remainder of the incumbent's time is spent as follows:

60% - Taking inventory, loading carts with linens, and delivering those linens to their assigned closets.

20% - Ordering supplies and responding to emails and voicemails from hospital units and vendors.



The duties of the LW IIs are not accurately reflected with the definition and typical tasks of the LW II job specification, because they do not operate laundry equipment and the task of ordering supplies is not specified under the LW II job specification.

The MSS is defined as, "Under general supervision, to requisition, receive, store, and issue a variety of materials, supplies, and equipment in a department supply unit, storeroom, or warehouse." The LW IIs in VMC are working in a warehouse and receive, store, and issue a variety of linens. Additionally, they are responsible for putting in the orders for supplies from vendors and work with the vendors if there are any issues with the deliveries.

The duties of the LW IIs are reflected in the following typical tasks of the MSS job specification:

- Updates inventory control and maintains records of goods received and issued, both manual and computerized;
- Unpacks, sorts, and stores items;
- Organizes and maintains order of materials and goods in a warehouse or storeroom;
- Receives requests for items and issues or delivers materials and equipment;
- Prepares orders for delivery;
- Completes, or assists in completing, inventory of goods, and reports low supply levels;
- Prepares requisitions for purchases of materials and supplies, based upon inventory levels;
- Maintains cleanliness and order of storeroom and/or warehouse;
- May operate warehouse equipment, such as a forklift and/or pallet jack;
- May serve as a lead to other storeroom and/or warehouse staff;

The LW II incumbents at VMC are not properly classified. The duties that are performed by these incumbents are best supported by the definition and typical tasks of the MSS job specification. Therefore, it is recommended to reclassify the two (2) LW II incumbents to the MSS classification.

Under Appendix D.6 (s) of the Service Employees International Union (SEIU) Local 521 contract, "An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked." This language will no longer apply to the VMC incumbents; rather, Footnote 247 that allows for lead differential for MSS would apply, where applicable.

Additionally, after an in department review of the job specifications, it revealed that there are minimal distinctions between the LW Is and LW IIs. According to the job specifications, the main distinction between the LW Is and LW IIs is that the LW II is responsible for operating complex laundry equipment; however, all incumbents at Probation must operate complex laundry equipment. Therefore, there are no differences between the two classifications regarding the type of work that is being performed, and it is recommended to collapse the series and retitle Laundry Worker II to Laundry Worker. The collapsed series would encompass both the LW I and LW II classifications.

It is recommended that the definition of the Laundry Worker classification be:

Under supervision, to perform a variety of duties and coordinate the services in a County laundry unit.

It is recommended that the distinguishing characteristics be:

The Laundry Worker classification is distinguished from the Materials Supply Specialist classification in that the Laundry Worker is responsible for performing a variety of duties related to the coordination of services in a laundry unit, including operating laundry equipment and/or collecting, storing, and distributing linens and garments, whereas the Materials Supply Specialist is responsible for receiving, storing, and issuing a variety of materials, supplies, and equipment in a department supply unit, storeroom, or warehouse.

The recommended employment standards are:

**Training and Experience Note:** The knowledge and abilities required to perform this function are attained through training and experience equivalent to a high school diploma or equivalent,

and

One (1) year of full-time work experience performing routine manual laundry operations in an institutional or commercial setting, and/or performing manual labor, such as pushing heavy carts, moving pallets and boxes, and/or other duties that require physical exertion.

In addition to the updated definition, distinguishing characteristics, and employment standards, additional edits were made throughout the job specification to reflect the responsibilities of the classification more accurately; the compensation was reviewed as well.

A salary review was conducted using the five (5) surrounding comparable counties, including Alameda, City and County of San Francisco, Contra Costa, San Mateo, and Santa Cruz. It was determined that the County of Alameda and the City and County of San Francisco have comparable class specifications that possess similar definitions, tasks, and required levels of knowledge and experience to the revised classification. The existing effective hourly wage of the LW II classification is four percent (4%) below the average effective hourly wage of the comparable classifications. However, to ensure that the County is able to remain competitive in the current local job market, a five percent (5%) increase is recommended to \$25.314- \$30.473 hourly.

Step placements for incumbents that are recommended to be reclassified to a WMH or MSS will be in accordance with Personnel Practices A25-661. Additionally, the LW II incumbents with underlying County permanent status shall begin a 6-month probationary period, or a 9-month probationary period for incumbents who are currently in their original probationary period. The LW I incumbents in permanent status will not need to serve a new probationary period and the

LW I incumbents on probationary status will continue probation to their current probationary period end date, as their original classification will be abolished.

### **Recommendations**

- Revise the Laundry Worker II job specification, including retitling the classification to Laundry Worker, and compensate it at \$25.314- \$30.473/hourly (approximately a five percent (5%) increase).
- Reclassify five (5) Laundry Worker II positions in BU 246 to Laundry Worker.
- Delete two (2) Laundry Worker II positions in BU 921 and add two (2) Materials Supply Specialist positions in BU 921.
- Reclassify two (2) Laundry Worker II incumbents to Materials Supply Specialist in BU 921.
- Delete seven (7) Laundry Worker I positions in BU 921 and add seven (7) Warehouse Materials Handler positions in BU 921.
- Reclassify seven (7) Laundry Worker I incumbents in BU 921 to Warehouse Materials Handler.
- Abolish the Laundry Worker I classification.

### **Fiscal Implications**

The cost for the remainder of Fiscal Year 2023 is approximately \$31,068. The annualized cost is approximately \$15,090.40 for BU 246 and \$65,686.40 for BU 921.

### **Attachments**

- Revised job specification
- Salary Survey
- Classification Work Implementation Sheet

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Union  
Doc # 4  
204 5/26/23

**D.1 – Salaries Union Modified PP 5/26/23**

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

<b>Job Code</b>	<b>Job Title</b>
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

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Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL</del> STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <del>HEAVY</del> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

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Job Code	Job Title
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER <i>{need job spec}</i>
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
<del>XXX</del>	<del>SENIOR CUSTODY SUPPORT TECH. (JC TBD)</del>
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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

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**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	1512%
K93	ELECTRICAL/ELECTRONIC ASSISTANT	2015%
K92	ELECTRICAL/ELECTRONIC TECHNICIAN	2015%
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	2015%
K94	ELECTRONIC REPAIR TECHNICIAN	1512%
M48	GENERAL MAINTENANCE MECHANIC I	119%
M47	GENERAL MAINTENANCE MECHANIC II	119%
M56	GENERAL MAINTENANCE MECHANIC III	119%
H18	JANITOR	119%
M20	FACILITIES MAINTENANCE REPRESENTATIVE	1512%
M26	FLEET PARTS COORDINATOR	1512%
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	108%
L35	TELECOMMUNICATIONS TECH.	108%
K18	SENIOR TELECOM. TECH.	108%
H64	DIETETIC ASSISTANT	1512%
H68	FOOD SERVICE WORKER-CORRECTION	129%
H67	FOOD SERVICE WORKER I	129%
H66	FOOD SERVICE WORKER II	129%
H28	GARDENER	119%
E28	MESSENGER DRIVER	129%
T32	PARK SERVICES ATTENDANT	129%
N43	RESIDENT ROAD MAINTENANCE WORKER III	129%
N41	RESIDENT ROAD MAINTENANCE WORKER IV	129%
N67	ROAD MAINTENANCE WORKER I	129%
N66	ROAD MAINTENANCE WORKER II	129%
N65	ROAD MAINTENANCE WORKER III	129%
N64	ROAD MAINTENANCE WORKER IV	129%
<del>N61</del>	<del>ROAD MAINTENANCE SUPERVISOR</del>	12%
X78	VECTOR CONTROL TECHNICIAN I	1512%
X77	VECTOR CONTROL TECHNICIAN II	1512%
X76	VECTOR CONTROL TECHNICIAN III	1512%
X79	VECTOR CONTROL TRAINEE	1512%
N80	TRAFFIC PAINTER I	129%
N79	TRAFFIC PAINTER II	129%
N78	TRAFFIC PAINTER III	129%
H17	UTILITY WORKER	119%
H59	COOK	1512%
H61	CORRECTIONAL COOK	1512%

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**D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23**

The County will train managers and supervisors within the department of Environmental Services – SCVHHS on eligible lists, filling behind temporary vacancies, and the appropriate use of provisional, substitute provisional appointments, special long-term leave codes and extra help.

**D.3 – Training and Development (Union Holding PP 5/19/23)**

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

- a) **Career Development Advancement (Union Holds PP 4/14/23)** *-Need to look at 5/3/23 Proposal*  
The following classifications may shall be alternately staffed as indicated:
- Gardener / Janitor
  - Janitor / Utility Worker
  - Park Maintenance Worker I / Janitor Road
  - Maintenance Worker I / Janitor Road
  - Maintenance Worker I / Gardener
  - Road Maintenance Worker I / Utility Worker General
  - Maintenance Mechanic I / Utility Worker
  - Stationary Engineer / General Maintenance Mechanic II Park
  - Maintenance Worker I / Gardener
  - Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction
  - Sr. Biomedical Engineering Technician / Associate Biomedical Engineering Technician
  - Electrical/Electronic Technician / Electronic Repair Technician Park
  - Equipment Operator / Park Maintenance Worker II
  - Materials Supply Specialist/ Associate Biomedical Engineering Technician
  - Janitor/ Health Services Assistant II



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- 1) Instead of appointing directly to the hire classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated. If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligibles be certified from the appropriate lower level eligible list. Should any of the classifications in this section reclassify, this section shall apply to those incumbents.
- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher level classification within one (1) year.
- 4) To be promoted to the higher level classification, the worker must meet the employment standards for the higher level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she shall be transferred to a vacant 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 position in his/her former department for which he/she is eligible.

Within 3 months after the ratification of this agreement, the Union and management shall establish committees for the following trainings:

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Look at CP 5/17/23

b) **Blue Collar Career Development and Education**

At least two (2) times per contract year, in consultation with the union, the County shall have informational session for workers in the Blue-Collar Unit. The formational sessions shall aide in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

c) **Automotive Attendant and Fleet Services Assistant Mechanic Training**

TA 70  
5/3/23

The training program shall be designed to prepare Automotive Attendant and Fleet Services Assistant Mechanic for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series. Plural TA to plural

d) **County Communications Technical Division Training TA 5/3/23**

The County will provide training for the County Communications Technical Division. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs.

e) **Park Services Attendant Training Program Union agree to CP 5/25/23 TTA**

During the term of the agreement, the County will make available to Park Services Attendants no more less than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker to be alternately staffed with Park Services Attendant.

The hiring authority ~~may~~ shall accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Park Services Attendants may apply for such transfers and the 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~~ shall 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~~ shall 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 shall 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.

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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.

- f) **Offset Press Operator Training** Union Modified PP 5/26/23 *Strike*  
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 12.9 of the contract.

- g) **Heavy Road Equipment Training** Hold to UP 4/14/23 Info request *OSTA, WORKMANS CAMP*  
The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided ~~in the evenings or over the weekend~~ on paid county time. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

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- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

**2. Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
  - 1) Eight (8) hours classroom instruction.
  - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

**3. Ten Wheelers**

Instruction ~~will~~ shall continue to be provided on County time subject to staffing and equipment availability.

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

**4. Sweeper Training**

Sweeper equipment training ~~will~~ shall be provided on an as- needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

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5. **Boom/Aerial Truck Training** - *County states why not? what is the issue*  
Boom/Aerial truck training ~~will~~ shall be provided by the County, on County time. ~~as management deems necessary.~~

6. **Mobile Crane Training** - *why not, what is the issue*  
Mobile crane training shall be provided by the County, on County time.

h) **Animal Control Officer Training- TTA 5/17/23**

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.

i) **Production Graphics Technician Training- Provide the training program- TTA 5/3/23**

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.

j) **Vector Control Training Committee- Union accept county PP 5/3/23**

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.

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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 per calendar year.

- k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**  
The County ~~will~~ shall provide training for the Telecommunications Technician Series, ~~Associate Telecommunications Technician and Senior Telecommunications Technician~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- l) **Biomedical & Medical Equipment Repair Training ( Union Accept CP 5/17/23 TTA)**  
The County ~~will~~ shall provide training for the Biomedical Engineering Technician Series I & II, ~~Senior Biomedical Equipment Technician, and Medical Equipment Repairer~~. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- m) **Electronic Repair Technician TTA**  
The County ~~will~~ shall provide training for Electronic Repair Technicians. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs, and requirements from local and/or state fire marshal.
- n) **Time Off for Career Advancement** *-County wants to move to main*  
The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.
- o) **Janitor training for SCVMC System-**  
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 training programs based on relevance and programmatic needs. The committee shall research and recommend training opportunities for workers. Such research and recommendations may include training issues related to Janitors at SCVMC. *2/3/23*  
*County states they are reviewing*

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p) **Fleet Service Class A/B Training with Passenger Endorsement and Air Brake**

The County shall provide initial Class A/B License Training for a Fleet Services for those who are interested.

*- County states they are reviewing.*

**D.4 – Miscellaneous (Union Modified PP 5/19/23)**

a) **Tool Allowance (Union modified PP 5/25/23)**

1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the **one (31)** grand parented employees hired prior to 2007 a tool allowance voucher of \$425 ~~\$600~~ **\$550**.

*- suggest moving to CCL*

2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new job specification is created after this agreement shall qualify for provisions in Sections 9.1 and 9.3.

*- At JS Safety Equipment currently included in the voucher system.*

3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.

4. Allowances will be paid prior to June 30 of each applicable year.

b) **Dietetic Assistant Meals- CCL**

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

c) **After-Hours Telephone Call Pay - Union Accept CP 5/17/23 TTA**

Workers in the classification of Senior Park Maintenance Worker 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-hours telephone call, or the actual time spent, whichever is greater.

No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24)

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minutes for each after- hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, the employee who received the call, and the purpose for the call.

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

d) ~~County Email Correspondence and Computer Use (County accepts 5/19/23) TTA~~

~~When appropriate, employees shall be allowed a reasonable amount of work time on the clock, not to include break time for work-related email correspondence, required SCC e-learnings, trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement. All Blue Collar workers shall be granted time off the floor to complete SCC e-learning trainings, work related emails and websites on paid time.~~

**D.5 – Seniority/Promotional Program**

a) ~~Purpose CCL 5/10/23~~

The purpose of this section is to use seniority as a selection criterion for the covered classifications listed in Section (d).

b) ~~Definitions CCL 5/10/23~~

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.

c) ~~Vacancies within Promotional Classes CCL 5/10/23~~

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.



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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.

d) **Classes Covered Union accept CP 5/17/23 TTA)**

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
- ~~2. Bindery Worker II~~
- 2 Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: That **Electrical/Electronic Technician** series ~~two (2)~~ ~~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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

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D.6 – Differentials

a) **Animal Transport Differential (TTA)**

Incumbents in the class of Animal Services Assistant 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.

b) **Automotive Services Excellence (ASE) Certification Differential Union Modified 5/26/23**

Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-sixty~~ Seventy five percent (0.~~7056~~75%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four-and-a-half~~ five point ~~sixtwo~~ percent (~~545.2~~55%) above the employee's salary range.

c) **Biomedical ~~Equipment~~ Engineering Technician Lead Differential (Union Accepts CP 5/17/23) TTA**

*Handwritten initials: JLS - [unclear]*

When assigned the full range of lead responsibilities, one position of Bio-Medical Equipment Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, one position of Bio-Medical Equipment Engineering Technician in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

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31.728  
~~2011-1.50~~ → 4.7  
2011-1.50

**Class A/B Commercial Driver License Training- (Union Modified to PP 5/25/23)**

Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one three two~~ dollars ~~and twenty five seventy five cents~~ (\$~~1.75 3.00 2.250~~) per hour above the regular rate for each hour of training.

- Current 3.9

2011-1.50  
~~2011-1.50~~  
13 years  
Gone up  
4.1%  
6.6%

**e) Crew Lead Differential (Union Hold to PP 5/19/23)**

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 be compensated at the flat rate of ~~one dollar and fifty cents~~ seven Six percent (\$~~1.50~~ 76%) per hour above the regular salary rate for each hour actually worked.

What Percentage is this at now?  
How much has this gone up?

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.

25.399  
2011-1.50 → 3.1  
4.1%

**f) Custody Support Assistant Lead Differential (Union Hold to PP 5/19/23)**

**Info Req**

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 ~~one dollar and forty cents~~ seven Six percent (\$~~1.40~~ 76%) per hour above the regular salary rate for each hour actually worked.

- what is the percentage now? How much has this gone up

2019-5%  
1.90  
4.1%  
3.5%

**g) Electronic Repair Technician Lead (Union Hold to PP 5/19/23)**

When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of ~~one dollar and ninety cents~~ seven Six percent (\$~~1.90~~ 76%) per hour above the regular salary rate for each hour actually worked.

- How many How much Has it gone up?

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h) **Fleet Services Mechanic Class A Differential Union Hold to PP 5/19/23)** Info request for training

Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred & sixty eighty dollars (\$360.800). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle. - *Suggest moving*

i) **Fleet Parts Coordinator & Emergency Installer Lead Differential (Union Hold to PP 5/19/23)**

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar ~~seven~~ Six percent and fifty cents (\$1.5076) per hour above the regular salary rate for each hour actually worked. - *How much? How often?*

**Food Service Worker-Correction Extended Lead Differential Union Hold to PP 5/19/23)** Union info request

In recognition of the extended lead responsibilities assigned (on a rotating basis quarterly), the Food Service Worker- Correctional shall be paid a seven Six percent (7.6%) the following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for: *How much and how often?*

For ~~one~~ The county shall have one (1) position per shift of Food Service Worker-Correction at each County correctional facility. when assigned by Management as the ~~Dishroom Supervisor~~ for hours worked.

k) **Gardener Lead Differential (CCL) TA**

When assigned to perform a full range of lead duties, the incumbent of up to four (4) Gardener positions shall be compensated at 5% above the employee's range and step.

l) **Janitorial Project Team Crew Differential Union Hold to PP 5/19/23)**

Janitors assigned in accordance with the following criteria shall receive one dollar and twenty cents ~~seven~~ Six percent (\$1.2076) per hour as the total premium payment for each hour actually worked: *How much, how often?*

i. Project Team Crew Criteria  
Janitors who have bid to work on the team cleaning or project crew or extra help assigned by management are entitled to the differential when performing team cleaning

*Handwritten notes in blue ink:*  
Top circle: 1.30, 2015-10-1605, 1.3  
Bottom circle: 2011-3.35, 2015-90, 24.076, 3.709, 4.10%, 4.3%

*Handwritten notes in blue ink:*  
4.4%, 2011-1605, 4.2%

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or special project assignments. They will continue to receive the pay when pulled by management to do other work.

ii. 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. This section shall also apply to extra help.
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.

m) **Janitors-Retort Differential** Union Hold to PP 5/19/23)

Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of ~~one dollar and twenty-five cents~~ seven Six percent (\$1.257 6%) per hour above the regular salary rate for each hour actually worked. This section shall also apply to extra help.

5.1%  
2011-1-10  
4.3%

n) **Kennel Attendant** Animal Services Assistant **Lead Differential** Union Hold 5/19/23)

Up to three (3) ~~Kennel Attendants~~ Animal Services Assistant, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of ~~one dollar and twenty cents~~ seven Six percent (\$1.207 6%) per hour above the regular salary rate for each hour actually worked.

Will do Dir on?

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- o) **Lead Auto Mechanic Differential CCL TA**  
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.
- p) **Lead Fleet Service Mechanic Differential Union Holds to PP 4/25/23) discussio**  
i. 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.  
ii. **Parks Lead Fleet Service Mechanic Differential-**  
When assigned the full range of lead responsibilities in the Parks Department, 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.
- q) **Lead Baker Differential CCL TA**  
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.
- r) **Lead Janitor Differential Union PP CCL 5/26/23**  
When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health and Hospital System ~~to be split proportionately between all hospital and clinics~~, and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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. *Will to die on? How do they work*
- s) **Lead Laundry Worker II Differential (CCL TA)** - *county put in package*  
An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked. *4.4 p*

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- t) **Lead Stock-Clerk Messenger Driver Differential Union Holds to PP 4/25/23** info requested

One incumbent of the **Stock-Clerk Messenger Driver** 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.

*what waiting for info Regules*

- u) **Offset Press Operator I CCL TA**

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.

- v) **Pesticide Recommendation Differential CCL TA**

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.

- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**

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 two (2) or more other Road Maintenance Worker I, II, or 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.

- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential-7% Union Hold PP 5/19/23**

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 be compensated at the flat rate of one dollar and seventy cents ~~seven~~ **Six** percent (\$1.707 ~~6%~~) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.

*How much, how often?*

*31,708 4.1  
2011-1.31  
@14  
3.8%*

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- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**  
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more other Road Maintenance Workers I, II, and III. 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.
- z) **Stationary Engineer Differential CCL TA**  
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.
- aa) **Stock Clerk Materials Supply Specialist Bulk Storage Differential-Union Hold to PP 5/19/23)**  
Incumbents in the class of Stock Clerk Materials Supply Specialist at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one dollar and five cents ~~seven~~ **Six** percent (\$1.057 ~~6~~%) per hour above the regular rate for each hour actually worked. - *How much, how often*
- bb) **Park Service Attendant Lead Differential CCL TA**  
Up to seven (7) incumbents in the classification of Park Service Attendant assigned to provide the full range of Lead responsibilities shall be compensated at the flat rate of one dollar (\$1.00) per hour above the regular rate for each hour actually worked. During the peak season, (April 1 – October 31), three (3) additional incumbents will receive the lead differential.
- cc) **Water Treatment Certification Stipend CCL TA**  
General Maintenance Mechanics (GMMs) who obtain and maintain a State Water Treatment Operator (T1) or Distribution (D1) certification shall be compensated at a bi-weekly rate of twenty-five dollars \$25 when assigned water treatment duties.  
In addition, GMMs who obtain and maintain a Pool Operator Certification shall be compensated at a flat bi-weekly rate of twelve dollars and fifty cents \$12.50 when assigned to work in the maintenance of pools.
- dd) **Electronic Repair Tech. badge access, security & Networking Applications Union Modified to PP 5/26/23)**  
When performing the duties of applications administrator with networking of security cameras, badge access readers and kronos networking, Electronic repair technician's shall be compensated an additional ten **six** percent (16%) above their base pay or be compensated at the Applications Administrator Level, which ever is greater.

35%

what is our bottom line?



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- ee) **Electronic Repair Technician - Fire/life safety systems Differential** Union hold to PP 5/19/23) Waiting for info on contract.  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty ~~sixty~~ dollars (\$360.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing. - what is our bottom line? Use contracts.
- ff) **Electronic repair Technician Project Lead** Union modified to PP 5/26/23)  
An incumbent in the class of Electronic Repair Technician when assigned by management to inspect & oversee vendors performing work for a project shall be compensated at the rate of a Project Control Specialist classification or ten ~~six~~ percent ~~10~~6% whichever is greater. - why is management <sup>PHS?</sup> Not doing
- gg) ~~**Road Maintenance Worker III Class A License** Union Withdraws 5/26/23)~~  
~~Any Road Maintenance Worker III who possesses a Class A licensure shall be compensated an additional ten percent (10%) above their base pay when performing duties of the Road Maintenance for each hour actually worked.~~
- hh) **Cook/Correctional Cook Lead –** Union Holds to PP 5/19/23)  
Cooks or Correctional Cooks who act as a lead, or provide direction to inmates and/or other employees through the course of their work shall be compensated an additional ~~seven~~ ~~Six~~ percent (7 ~~6~~%) above their base pay. - Move to 5%, but take out when sup or lead not available
- ii) **Materials Warehouse Handler ~~Supply Specialist~~ Lead Differential** Union Holds to PP 5/19/23) Discussion  
Incumbents in the class of Materials Warehouse Handler ~~supply~~ ~~Specialist~~ who perform lead duties shall be compensated an additional ~~seven~~ ~~six~~ percent (7 ~~6~~%) above their base pay. - Move to 5%
- jj) **Senior Electrical/~~Electronic Repair~~ Technician and Electrical/~~Electronic~~ Technician** Union modified to PP 5/19/23)  
Incumbents of in the classifications of Senior Electrical/~~Electronic~~ Technician and Electrical/~~Electronic~~ Technician shall be compensated a flat rate monthly allowance of three hundred and ~~sixty~~ ~~eighty~~ dollars (\$360.80) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

can we modify?

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**D.7 - Work Out of Class (Union CCL 5/10/23) TA**

- a) **Electrical/Electronic Technician**  
Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.
- b) **Laundry Worker I-** *County put in a package*  
An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

UNION  
5/10/23  
DOC 2  
11:46 PM

Teresa S  
5/10/23

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#2

## D.1 - Salaries

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

Job Code	Job Title
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
<del>F91</del>	<del>BINDERY WORKER I</del>
<del>F90</del>	<del>BINDERY WORKER II</del>
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
<del>H60</del>	<del>COOK I</del>
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
<del>G88</del>	<del>ELECTRICAL STOREKEEPER</del>
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

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Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	<del>HOSPITAL</del> STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
<del>K19</del>	<del>MEDICAL EQUIPMENT REPAIRER</del>
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
<del>G66</del>	<del>OPERATING ROOM STOREKEEPER</del>
T13	PARK <del>HEAVY</del> 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
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

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Job Code	Job Title
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER <i>{need job spec}</i>
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
<del>XXX</del>	<del>SENIOR CUSTODY SUPPORT TECH. (JC TBD)</del>
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
<del>G76</del>	<del>SENIOR WAREHOUSE MATERIALS HANDLER</del>
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
<del>G82</del>	<del>STOCK CLERK</del>
<del>G81</del>	<del>STOREKEEPER</del>
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

**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	<u>15%</u>
K93	ELECTRICAL/ELECTRONIC ASSISTANT	<u>20%</u>
K92	ELECTRICAL/ELECTRONIC TECHNICIAN	<u>20%</u>
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	<u>20%</u>
K94	ELECTRONIC REPAIR TECHNICIAN	<u>15%</u>
M48	GENERAL MAINTENANCE MECHANIC I	<u>11%</u>
M47	GENERAL MAINTENANCE MECHANIC II	<u>11%</u>
M56	GENERAL MAINTENANCE MECHANIC III	<u>11%</u>
H18	JANITOR	<u>11%</u>
M20	FACILITIES MAINTENANCE REPRESENTATIVE	<u>15%</u>
M26	FLEET PARTS COORDINATOR	<u>15%</u>

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K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	10%
L35	TELECOMMUNICATIONS TECH.	<u>10%</u>
K18	SENIOR TELECOM. TECH.	<u>10%</u>
H64	DIETETIC ASSISTANT	15%
H68	FOOD SERVICE WORKER-CORRECTION	12%
H67	FOOD SERVICE WORKER I	12%
H66	FOOD SERVICE WORKER II	12%
H28	GARDENER	11%
E28	MESSENGER DRIVER	12%
T32	PARK SERVICES ATTENDANT	12%
N43	RESIDENT ROAD MAINTENANCE WORKER III	12%
N41	RESIDENT ROAD MAINTENANCE WORKER IV	12%
N67	ROAD MAINTENANCE WORKER I	12%
N66	ROAD MAINTENANCE WORKER II	12%
N65	ROAD MAINTENANCE WORKER III	12%
N64	ROAD MAINTENANCE WORKER IV	12%
N61	ROAD MAINTENANCE SUPERVISOR	12%
X78	VECTOR CONTROL TECHNICIAN I	15%
X77	VECTOR CONTROL TECHNICIAN II	15%
X76	VECTOR CONTROL TECHNICIAN III	15%
X79	VECTOR CONTROL TRAINEE	15%
N80	TRAFFIC PAINTER I	12%
N79	TRAFFIC PAINTER II	12%
N78	TRAFFIC PAINTER III	12%
H17	UTILITY WORKER	11%
H59	COOK	15%
H61	CORRECTIONAL COOK	15%

### D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23

The County will train managers and supervisors within the department of Environmental Services – SCVHHS on eligible lists, filling behind temporary vacancies, and the appropriate use of provisional, substitute provisional appointments, special long-term leave codes and extra help.

### D.3 – Training and Development (Union under discussion)

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

a) **Career Development Advancement**

The following classifications may shall be alternately staffed as indicated:

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Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor

Road Maintenance Worker I / Janitor

Road Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker

General Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II

Park Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker  
Correction

Sr. Biomedical Engineering Technician / Associate Biomedical

Engineering Technician

Electrical/Electronic Technician / Electronic Repair Technician

Park Equipment Operator / Park Maintenance Worker II

Materials Supply Specialist/ Associate Biomedical Engineering

Technician

Janitor/ Health Services Assistant II

- 1) Instead of appointing directly to the hire classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated. If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical Equipment Repairer~~ Associate Biomedical Engineering Technician, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligibles be certified from the appropriate lower level eligible list. Should any of the classifications in this section

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reclassify, this section shall apply to those incumbents.

- 2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person.
- 3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher level classification within one (1) year.
- 4) To be promoted to the higher level classification, the worker must meet the employment standards for the higher level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months.
- 5) If the wage difference exceeds the upward salary change of 15% 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 the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- 6) If a worker does not receive a favorable promotional rating within one (1) year he/she shall be transferred to a vacant 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 position in his/her former department for which he/she is eligible.

Within 3 months after the ratification of this agreement, the Union and management shall establish committees for the following trainings:

b) **Blue Collar Career Development and Education**

At least two (2) times per contract year, in consultation with the union, the County shall have informational session for workers in the Blue-Collar Unit. The formational sessions shall aide in education and career development for Blue-Collar workers and shall consist of County resources and information that Blue-Collar workers can access. Topics shall be related to County sponsored trainings



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and courses, tuition reimbursement, employee wellness and personnel information, including transfer and promotional processes and opportunities.

- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training**  
The training program shall be designed to prepare Automotive Attendant and Fleet Services Assistant Mechanic for promotional opportunities within the Automotive Mechanic series or Fleet Services Mechanic series.
- d) **County Communications Technical Division Training**  
The County will provide training for the County Communications Technical Division. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs.
- e) **Park Services Attendant Training Program**  
During the term of the agreement, the County will make available to Park Services Attendants no more less than five (5) positions of Park Maintenance Worker I/II and/or Utility Worker to be alternately staffed with Park Services Attendant.

The hiring authority ~~may~~ shall accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Park Services Attendants may apply for such transfers and the 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~~ shall 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~~ shall 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 shall 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.

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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.

f) **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 12.9 of the contract.

g) **Heavy Road Equipment Training**

The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided ~~in the evenings or over the weekend~~ on paid county time. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time.~~ When conducting in-house training, Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

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a. The department will shall offer twenty-four (24) hours of training as indicated below.

- 1) Eight (8) hours classroom instruction.
- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

## 2. **Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

a. The department will shall offer twenty-four (24) hours of training as indicated below.

- 1) Eight (8) hours classroom instruction.
- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

## 3. **Ten Wheelers**

Instruction will shall continue to be provided on County time subject to staffing and equipment availability.

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

## 4. **Sweeper Training**

Sweeper equipment training will shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

## 5. **Boom/Aerial Truck Training**

Boom/Aerial truck training will shall be provided by the

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County, on County time. ~~as management deems necessary.~~

6. **Mobile Crane Training**

Mobile crane training shall be provided by the County, on County time.

h) **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.

i) **Production Graphics Technician Training-Provide the training program-**

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.

j) **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

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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.

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.

- k) **Telecommunications Training**  
The County ~~will~~ shall provide training for the Telecommunications Technician, Associate Telecommunications Technician and Senior Telecommunications Technician. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- l) **Biomedical & Medical Equipment Repair Training**  
The County ~~will~~ shall provide training for the Biomedical Series I & II, Senior Biomedical Equipment Technician, and Medical Equipment Repairer. This training will be for new technologies or conferences, workshops, formal classes or seminars related to their current jobs.
- m) **Electronic Repair Technician**  
The County ~~will~~ shall provide training for Electronic Repair Technicians. This training will be for new technologies or conferences, workshops, formal classes, or seminars related to their current jobs, and requirements from local and/or state fire marshal.
- n) **Time Off for Career Advancement**  
The County shall permit workers to pursue County transfers and promotions, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.
- o) **Janitor training for SCVMC System-**  
A Joint Labor-Management Committee comprised of two (2) members selected by the Union and two (2) members selected

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by Management will meet quarterly to make recommendations on training programs based on relevance and programmatic needs. The committee shall research and recommend training opportunities for workers. Such research and recommendations may include training issues related to Janitors at SCVMC.

p) **Fleet Service Class A/B Training with Passenger Endorsement and Air Brake**

The County shall provide initial Class A/B License Training for a Fleet Services for those who are interested.

D.4 – Miscellaneous (**Union Modified PP 5/10/23**)

a) **Tool Allowance**

1. The County shall pay an allowance to each Auto Mechanic, Auto Body Repair Shop Foreperson, Emergency Vehicle Equipment Installer, Fleet Services Assistant Mechanic, Fleet Services Mechanic. The County shall pay the **one (31)** grand parented employees hired prior to 2007 a tool allowance voucher of \$425 **\$600**.
2. The County ~~is to~~ shall supply all Fleet Services employees uniforms and any safety equipment that is required to perform the work that is described in the job description in accordance with Section 9.1 Uniforms and Section 9.3 Safety Shoes. If any new job specification is created after this agreement shall qualify for provisions in Sections 9.1 and 9.3.
3. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
4. Allowances will be paid prior to June 30 of each applicable year.

b) **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.

c) **After-Hours Telephone Call Pay (**Union Holds to CCL 5/10/23**)**

Workers in the classification of Senior Park Maintenance Worker 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.

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No more than two (2) workers in the General Maintenance Mechanic II and General Maintenance Mechanic III classification and no more than two (2) workers in the classification of Electronic Repair Technician who are not On-Call and respond to telephone calls for emergency purposes without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after- hours telephone call, or the actual time spent, whichever is greater. More than one call within the twenty-four (24) minute window shall be considered one transaction. The assigned worker will keep a record of the number of calls, the length of the call, employee who received the call, and the purpose for the call.

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

d) **County Email Correspondence and Computer Use (Union Modified PP 5/10/23)**

~~When appropriate, e~~ Employees shall be allowed a reasonable amount of work time for work-related email correspondence, required SCC e-learnings, trainings, and/or work-related usage of websites. The use of email and websites must be in compliance with the County's Information Technology User Responsibility Statement. ~~All Blue Collar workers shall be granted time off the floor to complete SCC e-learning trainings, work related emails and websites on paid time.~~

### D.5 – Seniority/Promotional Program

a) **Purpose CCL 5/10/23**

The purpose of this section is to use seniority as a selection criterion for the covered classifications listed in Section (d).

b) **Definitions CCL 5/10/23**

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.

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c) **Vacancies within Promotional Classes CCL 5/10/23**

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.

d) **Classes Covered Union Modified PP 5/10/23)**

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

1. Fleet Services Mechanic, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Modification Mechanic
2. ~~Bindery Worker II~~
2. Electrical/Electronic Technician, Senior Electrical/Electronic Technician
3. Food Service Worker II
4. Gardener
5. Laundry Worker II Material Warehouse Specialist
6. Offset Press Operator II, III
7. Road Maintenance Worker II, III, IV
8. Traffic Painter II, III

Provided: That series two (2) ~~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.

- e) Classes listed under Section D.5 (d) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

### D.6 – Differentials



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- a) **Animal Transport Differential (TTA)**  
Incumbents in the class of Animal Services Assistant 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.
- b) **Automotive Services Excellence (ASE) Certification Differential**  
Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-six~~ Seventy five percent (0.756%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four and a half~~ Six percent (4.56%) above the employee's salary range.
- c) **Biomedical ~~Equipment Engineering~~ Technician Lead Differential (Union not in Agreement with CP 5/3/23)**  
When assigned the full range of lead responsibilities, one position of Bio-Medical Equipment Engineering Technician in Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.
- When assigned the full range of lead responsibilities, one position of Bio-Medical Equipment Engineering Technician in Santa Clara Valley Health and Hospital System Bio- Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.
- When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.
- d) **Class A/B Commercial Driver License Training-**  
Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one~~ three dollars

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and ~~seventy five cents~~ (\$1.75 ~~3.00~~) per hour above the regular rate for each hour of training.

- e) **Crew Lead Differential (Union Holds to PP 4/25/23)**  
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 be compensated at the flat rate of ~~one dollar and fifty cents~~ **seven percent** (\$1.50 **7%**) per hour above the regular salary rate for each hour actually worked.

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 (Union Holds to PP 4/25/23)**  
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 ~~one dollar and forty cents~~ **seven percent** (\$1.40 **7%**) per hour above the regular salary rate for each hour actually worked.

- g) **Electronic Repair Technician Lead Differential (Union Holds to PP 4/25/23)**  
When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of ~~one dollar and ninety cents~~ **seven percent** (\$1.90 **7%**) per hour above the regular salary rate for each hour actually worked.

- h) **Fleet Services Mechanic Class A Differential (Union Holds to PP 4/25/23)**  
Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred ~~& eighty~~ dollars (~~\$3800~~).

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When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle.

i) **Fleet Parts Coordinator & Emergency Installer Lead Differential (Union Holds to PP 4/25/23)**

One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of one dollar seven percent and fifty cents (\$1.507%) per hour above the regular salary rate for each hour actually worked.

j) **Food Service Worker-Correction Extended Lead Differential Union Holds to PP 4/25/23)**

In recognition of the extended lead responsibilities assigned ~~(on a rotating basis quarterly)~~, the Food Service Worker- Correctional shall be paid a seven percent (7%) differential of one dollar and twenty cents (\$1.20) per hour is authorized for:

~~For one~~ The county shall have one (1) position per shift of Food Service Worker-Correction at each County correctional facility. ~~when assigned by Management as the Dishroom Supervisor for hours worked.~~

k) **Gardener Lead Differential (CCL) TA**

When assigned to perform a full range of lead duties, the incumbent of up to four (4) Gardener positions shall be compensated at 5% above the employee's range and step.

l) **Janitorial Project Team Crew Differential Union Holds to PP 4/25/23)**

Janitors assigned in accordance with the following criteria shall receive one dollar and twenty cents seven percent (\$1.207%) per hour as the total premium payment for each hour actually worked:

i. Project Team Crew Criteria

Janitors who have bid to work on the team cleaning or project crew or extra help assigned by management 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.

ii. 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

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provide relief for a regular floor assignment, but only when assigned to a team cleaning or special project assignment. This section shall also apply to extra help.

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.

- m) **Janitors-Retort Differential** Union Holds to PP 4/25/23  
Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of ~~one dollar and twenty-five cents~~ seven percent (\$1.257%) per hour above the regular salary rate for each hour actually worked. This section shall also apply to extra help.
- n) **~~Kennel Attendant~~ Animal Services Assistant Lead Differential** Union Modified 5/10/23  
Up to three (3) Kennel Attendants, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of ~~one dollar and twenty cents~~ seven percent (\$1.207%) per hour above the regular salary rate for each hour actually worked.
- o) **Lead Auto Mechanic Differential** CCL TA  
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.
- p) **Lead Fleet Service Mechanic Differential** Union Holds to PP 4/25/23

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- i. 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.

**ii. Parks Lead Fleet Service Mechanic Differential-**

When assigned the full range of lead responsibilities in the Parks Department, 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.

- q) **Lead Baker Differential CCL TA**  
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.
- r) **Lead Janitor Differential Union Holds to PP 4/25/23)**  
When assigned the full range of lead responsibilities, no more than fifteen (15) Janitor positions in the Santa Clara Valley Health and Hospital System to be split proportionately between all hospital and clinics, and no more than seven (7) Janitor positions in the Facilities Department may be assigned lead duties at the same time. When assigned, leads shall 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.
- s) **Lead Laundry Worker II Differential CCL TA**  
An incumbent in the class of Laundry Worker II in the Santa Clara Valley Health and Hospital System when assigned as lead worker for a shift lacking a scheduled supervisor shall be compensated at the flat rate of one dollar and thirty cents (\$1.30) per hour above the regular salary rate for each hour actually worked.
- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential**  
One incumbent of the ~~Stock Clerk~~ Messenger Driver 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.

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- u) **Offset Press Operator I CCL TA**  
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.
- v) **Pesticide Recommendation Differential CCL TA**  
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.
- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**  
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 two (2) or more other Road Maintenance Worker I, II, or 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.
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential-7% Union Holds to PP 4/25/23)**  
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 be compensated at the flat rate of one dollar and seventy cents seven percent (\$1.707%) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- y) **Road Maintenance Worker IV Dual Function Differential Union Holds to PP 4/25/23)**  
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more other Road Maintenance Workers I, II, and III. 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.
- z) **Stationary Engineer Differential CCL TA**  
One incumbent in the class of Stationary Engineer (N93) in the

## Blue Collar Unit Union Proposal – 5/10/23

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.

- aa) **Stock Clerk Materials Handler Specialist Bulk Storage Differential** **Union Holds to PP 4/25/23)**  
Incumbents in the class of Stock Clerk Materials Handler Specialist at Santa Clara Health and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of ~~one dollar and five cents~~ seven percent (\$1.057%) per hour above the regular rate for each hour actually worked
- bb) **Park Service Attendant Lead Differential CCL TA**  
Up to seven (7) incumbents in the classification of Park Service Attendant assigned to provide the full range of Lead responsibilities shall be compensated at the flat rate of one dollar (\$1.00) per hour above the regular rate for each hour actually worked. During the peak season, (April 1 – October 31), three (3) additional incumbents will receive the lead differential.
- cc) **Water Treatment Certification Stipend CCL TA**  
General Maintenance Mechanics (GMMs) who obtain and maintain a State Water Treatment Operator (T1) or Distribution (D1) certification shall be compensated at a bi-weekly rate of twenty-five dollars \$25 when assigned water treatment duties.  
  
In addition, GMMs who obtain and maintain a Pool Operator Certification shall be compensated at a flat bi-weekly rate of twelve dollars and fifty cents \$12.50 when assigned to work in the maintenance of pools.
- dd) **Electronic Repair Tech. badge access, security & Networking Applications** **Union Holds to PP 4/25/23)**  
When performing the duties of applications administrator with networking of security cameras, badge access readers and kronos networking, Electronic repair technician's shall be compensated an additional ten percent (10%) above their base pay or be compensated at the Applications Administrator Level, which ever is greater.
- ee) **Electronic Repair Technician - Fire/life safety systems Differential** **Union Holds to PP 4/25/23)**  
Incumbents in the classification of Electronic Repair Technician in the county of Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing; shall be compensated a flat rate monthly allowance of three hundred and eighty dollars (\$380). When assigned and receiving this differential, workers are expected to perform duties

## Blue Collar Unit Union Proposal – 5/10/23

associated with fire life safety system inspections, repairs & testing.

- ff) **Electronic repair Technician Project Lead** Union Holds to PP 4/25/23)

An incumbent in the class of Electronic Repair Technician when assigned by management to inspect & oversee vendors performing work for a project shall be compensated at the rate of a Project Control Specialist classification or ten percent 10% whichever is greater.

- gg) **Road Maintenance Worker III Class A License** Union Holds to PP 4/25/23)

Any Road Maintenance Worker III who possesses a Class A licensure shall be compensated an additional ten percent (10%) above their base pay when performing duties of the Road Maintenance for each hour actually worked.

- hh) **Cook/Correctional Cook Lead –** Union Holds to PP 4/25/23)

Cooks or Correctional Cooks who act as a lead, or provide direction to inmates and/or other employees through the course of their work shall be compensated an additional seven percent (7%) above their base pay.

- ii) **Materials Warehouse Handler Lead Differential** Union Holds to PP 4/25/23)

Incumbents in the class of Materials Warehouse Handler who perform lead duties shall be compensated an additional seven percent (7%) above their base pay.

- jj) **Senior Electrical/Electronic Repair Technician and Electrical/Electronic Technician** Union Holds to PP 4/25/23)

Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and eighty dollars (\$380) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

### **D.7 - Work Out of Class (Union CCL 5/10/23) TA**

- a) **Electrical/Electronic Technician**

Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.

- b) **Laundry Worker I-**

An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at



**Blue Collar Unit Union Proposal – 5/10/23**

the rate for Laundry Worker II.

**County of Santa Clara Proposal No. 13 to SEIU Local 521 – APT Unit**  
**Dated: July 7, 2023, at 11:58am**

**APPENDIX E – ADMINISTRATIVE, PROFESSIONAL, AND TECHNICAL UNIT**

**E.1 – Salaries**

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

**The County is holding to its May 24, 2023, proposal with the following changes:**

County withdraws the June 7, 2023 package proposal regarding the Victim/Witness Advocate, Senior Victim/Witness Advocate, Victim/Witness Claims Specialist, and Senior Victim/Witness Claims Specialist. This includes the 6% realignment.

Add Sterile Processing Technician I (S68) – TA – Parties agree to add this classification to this section.

Youth Engagement Specialist (D2O) – TA – Parties agree with SEIU proposal to move from APT to SSU

Medical Social Worker I (Y04) – TA – Parties agree with County proposal to move from SSU to APT

Medical Social Worker II (Y03) – TA – Parties agree with County proposal to move from SSU to APT

Managed Care Intake Coordinator – VHP (D3F) – TA – Parties agree to move classification to Clerical Unit.

Add Associate Crisis Intervention Specialist (R6F) – TA  
 Add Crisis Intervention Specialist (R6E) – TA

APT

**Realignments: Remove the 2020 realignments. County proposes the following realignments.**

JOB CODE	CLASSIFICATION	REALIGNMENT
C35	BUYER ASSISTANT	0.5% - TA
C33	BUYER I	0.5% - TA
C32	BUYER II	0.5% - TA

From: SCCo To SEIU-APT July 7, 2023  
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IN SEIU  
 7/7/23  
 10:00am

7-7-23 TA County  
 Work per [Signature]  
 [Signature]  
 [Signature]

C31	BUYER III	0.5% - TA
R21	CLINICAL DIETITIAN I	2% - TA
R2L	CLINICAL DIETITIAN II	2% - TA
V69	CRIMINALIST I	3% - TA
V68	CRIMINALIST II	3% - TA
V67	CRIMINALIST III	3% - TA
R87	DIAGNOSTIC IMAGING TECHNOLOGIST I	1% - TA
R8F	DIAGNOSTIC IMAGING TECHNOLOGIST I – COMPUTED TOMOGRAPHY & MAMMOGRAPHY	1% - TA
R8D	DIAGNOSTIC IMAGING TECHNOLOGIST I – MAMMOGRAPHY	1%
R8B	DIAGNOSTIC IMAGING TECHNOLOGIST II - COMPUTED TOMOGRAPHY	1% - TA
R8A	DIAGNOSTIC IMAGING TECHNOLOGIST II - MAMMOGRAPHY	1% - TA
R3D	DOSIMETRIST	2% - TA
E4J	ELECTRONIC RESOURCES LIBRARIAN	1% - TA
V21	HAZARDOUS MATERIALS TECHNICIAN	2% - TA
S95	HOSPITAL SERVICES ASSISTANT I	1% - TA
S93	HOSPITAL SERVICES ASSISTANT II	1% - TA
F07	LEGAL PROCESS OFFICER	1%
J64	LIBRARIAN I	1% - TA
J63	LIBRARIAN II	1% - TA
P97	MARRIAGE & FAMILY THERAPIST I	3% - TA
P96	MARRIAGE & FAMILY THERAPIST II	3% - TA
H93	MEDICAL ASSISTANT	0.5% - TA
R2E	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST	2% - TA
R6C	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST - CT	2% - TA
R6A	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST - ANGIO	2% - TA
R2C	OCCUPATIONAL THERAPY ASSISTANT II	1% - TA
R1T	OCCUPATIONAL THERAPIST I	0.5%
R1A	OCCUPATIONAL THERAPIST II	0.5%
R12	OCCUPATIONAL THERAPIST III	0.5%
S9T	PATIENT TRANSPORTER	2% - TA
R2S	PHARMACY DATA SPECIALIST – VHP	2% - TA
R1P	PHYSICAL THERAPIST I	0.5%
R11	PHYSICAL THERAPIST II	0.5%
R10	PHYSICAL THERAPIST III	0.5%

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R69	PHYSICAL THERAPIST ASSISTANT I	1% - TA
R64	PHYSICAL THERAPIST ASSISTANT II	1% - TA
Y42	PSYCHIATRIC SOCIAL WORKER I	3% - TA
Y41	PSYCHIATRIC SOCIAL WORKER II	3% - TA
S88	PSYCHIATRIC TECHNICIAN I	1% - TA
S87	PSYCHIATRIC TECHNICIAN II	1% - TA
P9E	PSYCHOLOGIST	3% - TA
P9F	PSYCHOLOGIST – NEURO SERVICES	3% - TA
R1R	RECREATION THERAPIST I	0.5% - TA
R1D	RECREATION THERAPIST II	0.5% - TA
R1C	RECREATION THERAPIST III	0.5% - TA
R15	RESPIRATORY CARE PRACTITIONER I	0.5% - TA
R1S	RESPIRATORY CARE PRACTITIONER II	0.5%
R54	RESPIRATORY CARE SERVICES SPECIALIST	0.5% - TA
R1L	SPEECH & LANGUAGE PATHOLOGIST I	1% - TA
R38	SPEECH & LANGUAGE PATHOLOGIST II	1% - TA
R37	SPEECH & LANGUAGE PATHOLOGIST III	1% - TA
S23	SURGICAL TECHNICIAN	2% - TA
R48	THERAPY TECHNICIAN	2% - TA
S9A	ULTRASONOGRAPHER II-A	0.5% - TA
S9B	ULTRASONOGRAPHER II-B	0.5% - TA
S9C	ULTRASONOGRAPHER II-C	0.5% - TA
S9D	ULTRASONOGRAPHER II-D	0.5% - TA

**E.2 – Salary Alignments – TA CCL**

**E.3 – Career Incentive Programs – TA to May 31, 2023, CP.**

**E.4 – Public Defender Investigator Overtime Work Assignments – TA CCL.**

**E.5 – Information Technology Training – TA CCL.**

**E.6 – Educational Leave Program - Training Program – TA to May 31, 2023, CP (add Psychiatric Technician I/II).**

**E.7 – Weekend Off Provision – TA CCL**

**E.8 – Surgical. Technician Call Back Pay Option – TA CCL.**

**E.9 – LVN Practice Committee – TA CCL.**

**E.10 – Professional Pharmacy Practices Committee – TA CCL.**

**E.11 – ~~After-Hours Telephone Call Pay~~ – TA to delete section.**

**E.12 – Educational Certification Maintenance – Assessor – TA CCL.**

**E.13 – Educational Release Time – TA CCL.**

**E.14 – In-Service Training – TA CCL.**

**E.15 – Education Reimbursement – TA CCL.**

**E.16 – Alternately Staffed Community Worker Positions – TA CCL.**

**E.17 – Differentials**

From: SCCo To SEIU-APT July 7, 2023

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UPS

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1. Central Permit Differential – TA CCL.
2. Communications Dispatcher Differential – TA CCL.
3. Dental Assistant Differential – TA CCL.
4. Technology Services and Solutions (TSS) Department Night Shift Differentials – Parties TA to May 31, 2023, County Proposal.
5. Pharmacist Shift Differentials – TA CCL.
6. Pharmacy Technician Advanced Admixture Duties Differential – Parties TA to May 31, 2023, CP (increase from \$1/hour to \$2/hour).
7. BOE Advanced Appraiser's Certificate Differential: Appraiser Series – TA CCL.
8. Respiratory Care Practitioner Shift Differentials – TA to June 21, 2023, CP (increase from \$5/per hour to \$6.50/per hour).
9. BOE Assessment Analyst Certificate and Advanced Assessment Analyst Certificate Differentials: Property Transfer Examiner & Exemption Investigator – TA CCL.
10. Sr. Construction Inspector Class A Instructor Certified Differential – TA CCL.
11. Deputy Public Guardian Conservator/Estate Administrator Differential – TA CCL.
12. LVN/HSA Float Differential – TA to June 21, 2023, CP.
13. Criminalist Certification Differential Pay – TA CCL.
14. Therapy Certification Pay – TA to June 21, 2023, CP and June 20, 2023, UP.
15. Diagnostic Imaging Biopsy Differential – TA to May 31, 2023, CP (increase from \$2 per hour to \$2.75 per hour).
16. Diagnostic Imaging Technologist I Lightroom Coordinator Duties Differential – TA to May 24, 2023, CP (increase from \$1.50 per hour to \$2 per hour).
17. Neuropsychology Differential – TA to May 24, 2023, CP.
18. Sterile Processing Certification Differential – TA to May 31, 2023, CP
19. Correctional Clinician Differential (Detention Services Premium) – TA to June 24, 2023, CP.
20. Therapy Technician Differential – TA to June 9, 2023, CP.

E.18 – Sterile Processing Technician Training and Education – TA CCL.

E.19 – County Communications - Health and Wellness – TA CCL.

~~E.20 – Children's Counselor Training Agreement to delete section per SEIU proposal dated May 19, 2023.~~

E.2024 – Dietetic Technician Meal Allowance – TA CCL.

E.2122 – Liability Protection – TA CCL.

E.2223 – Departments of Behavioral Health Services Clinician Quality of Patient Care Committee – TA CCL.

E.2324 – Alternately Staffed Diagnostic Imaging Technologist I (DIT I) Positions – TA CCL.

E.2425 – Lead Differential

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a) Lead Role – TA CCL.

b) Lead Rotation – TA CCL.

c) Lead Differentials

Lead differentials are listed alphabetically by classification.

1. ~~Agricultural Biologist Lead Differential - Agreement to delete section per SEIU proposal dated May 19, 2023.~~
2. Anesthesia Technician Lead Differential – TA CCL.
3. Behavioral Health Lead Differential – TA CCL.
4. Child Support Specialist Lead Pay – TA CCL.
5. Deputy Public Guardian Conservator Lead Differential – TA CCL.
6. Diagnostic Imaging Technologist I Lead Differential – TA CCL.
7. Associate Cardiovascular Interventional Technologist, Cardiovascular Interventional Technologist, or Interventional Radiology Technologist Diagnostic Imaging Technologist II Lead Differential – TA to County June 7, 2023, proposal.
8. Employment Counselor Lead Differential – TA CCL.
9. Estate Administrator Lead Differential – TA CCL.
10. Estate Property Technician Lead Differential – TA CCL.
11. ~~Forensic Chemist Differential – Agreement to delete section per May 25, 2023, Union proposal. Position was abolished.~~
12. Forensic Pathology Technician Lead Differential – TA CCL.
13. Hazardous Materials Technician Lead – TA CCL.
14. Library Assistant I/II Charge Differential – TA to June 9, 2023, CP (increase from \$1.50 per hour to \$2.00 per hour).
15. Library Assistant I/II Electronic Resources Duties Differential – TA CCL.
16. Magnetic Resonance Imaging Technologist Differential – TA CCL.
17. Medical Examiner-Coroner Investigator – TA CCL.
18. Medical Laboratory Assistant III Lead Differential – TA CCL.
19. Medical Social Worker II Lead Differential – TA to May 31, 2023, CP.
20. Obstetric Technician Lead Differential – TA CCL.
21. Payroll Audit Specialist Lead Differential – TA CCL.
22. Pharmacist Lead Differential – TA CCL.
23. Pretrial Services Officer II (V41) Lead Differentials – TA CCL.
24. Property / Evidence Technician Lead Differential – TA to SEIU's April 14, 2023, proposal (increase from \$1.63 per hour to \$1.83 per hour).
25. Protective Services Officer Lead Differential – TA CCL.
26. Public Defender Investigator II Lead Differential – TA CCL.
27. Public Health Nutritionist Lead Differential – TA CCL.
28. Pulmonary Diagnostic Tech Lead Differential – TA CCL.
29. Rehabilitation Officer II Lead Differential – TA CCL.
30. Respiratory Care Practitioner Lead Differential – TA to County June 7, 2023,

From: SCCo To SEIU-APT July 7, 2023

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- County proposal (increase from \$1.75 per hour to \$2.00 per hour).
31. Sheriff Technician Lead Differential – TA CCL.
  32. Senior Paralegal Lead Differentials – TA CCL.
  33. Sterile Processing Technician II Lead Pay – TA CCL.
  34. Ultrasonographer II Lead Differential – TA CCL.
  35. Urodynamic Technician Lead Differential – TA CCL.
  36. Veteran Services Representatives II Lead Differential – TA to May 24, 2023, CP.
  37. Monitor Technician Lead Differential - TA to May 24, 2023, CP.
  - ~~37. Weights and Measures Inspector III Lead Differential – Agreement to delete section per SEIU’s proposal dated May 19, 2023.~~
  38. Emergency Room Technician Lead Differential – TA to June 24, 2023, CP.
  - E.2526 – Pharmacy In-Service Training – TA CCL.
  - E.2627 – Pharmacy – Special Assignment – TA CCL.
  - E.2728 – Board of Pharmacy Specialties Exam & Recertification – TA CCL.
  - E.2829 – Physician Assistant Professional Practice – TA CCL.
  - E.2930 – Split Codes – TA CCL.
  - E.3034 – Work Out of Classification – TA CCL.
  - E.3132 – Educational Certification Maintenance – MFT’s and PSW’s – TA CCL.
  - E.3233 – Respiratory Care Practitioner Relief Supervisor Duties – TA CCL.
  - E.3334 – Medical Staff Dues for Psychology Services – TA CCL.

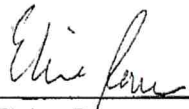
From: SCCo To SEIU-APT July 7, 2023  
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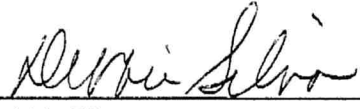
**SIDELETTER to:  
COUNTY COMMUNICATIONS  
CRITICAL INCIDENT/CATASTROPHIC LEAVE**

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: May 27, 2012

  
\_\_\_\_\_  
Elaine Rowan

  
\_\_\_\_\_  
Debbie Silva



NPS



From: SCCo To SEIU-APT July 7, 2023  
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TA to delete.

~~Sideletter between the County of Santa Clara  
and  
SEIU Local 521 Administrative, Professional and Technical Unit~~

~~SANTA CLARA VALLEY MEDICAL CENTER HOSPITALS AND CLINICS LVN AND  
HSA FLOAT DIFFERENTIAL~~

~~The County of Santa Clara and SEIU Local 521 have agreed to the following:  
Within sixty (60) calendar days following ratification by the Board of Supervisors of the  
2020-2023 Memorandum of Agreement between the County and the Union, the parties  
agree to meet and confer about the designation of like units for the purposes of a float  
differential for Licensed Vocational Nurses and Hospital Services Assistant I and IIs at  
VMC O'Connor and VMC St. Louise. The list of units to be discussed may include but is  
not limited to: Emergency Department, Intensive Care Unit, Medical-Surgical Unit. The  
County and the Union shall each have three (3) representatives.~~

From: SCCo To SEIU-APT July 7, 2023  
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NPS

**TA**

**Sideletter between the County of Santa Clara and SEIU Local 521 Administrative, Professional and Technical Unit**

Office of the District Attorney, Canine Handler

Within sixty (60) calendar days following ratification by the Board of Supervisors of the [insert dates] Memorandum of Agreement between the County and the Union, the parties agree to meet and confer regarding matters related to the Office of the District Attorney, Canine Handler program. The County and the Union may each have up to three (3) representatives.



NPS



From: SCCo To SEIU-APT July 7, 2023  
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**TA**


**Sideletter between the County of Santa Clara and SEIU Local 521 Administrative, Professional and Technical Unit**

**Medical Social Worker Series**

Within sixty (60) calendar days following ratification by the Board of Supervisors of the [insert dates] Memorandum of Agreement between the County and the Union, the parties agree to meet and collaboratively work together to move from Appendix G to Appendix E language specifically applicable to Medical Social Workers, consistent with the parties' agreement to move the Medical Social Workers from the Social Services Unit to the Administrative, Professional, and Technical Unit. The County and the Union may each have up to three (3) representatives in these meetings.



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**TA**

**Sideletter between the County of Santa Clara and SEIU Local 521 Administrative,  
Professional and Technical Unit**

Crisis Intervention Specialist Series

The parties agree to include in the E.1 Classification Table the Crisis Intervention Specialist Series. The parties acknowledge that the Union takes the position that the meet and confer process has not been completed, and the Union does not waive its rights or provide concurrence by agreeing to add the Crisis Intervention Specialist Series to the E.1 Classification Table.



From: SCCo To SEIU-APT July 7, 2023  
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# MASTER TABLE UNION PROPOSAL – 6/30/23

e 10:58 AM

## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

### F.1 – Salaries Union Modifies

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

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period the second reading by the Board of Supervisor), workers in the Environmental Health Unit shall receive a realignment of one-half of a percent (0.5%) and shall be listed in the appendices attached hereto and made a part hereof.

#### Class

#### Code Class Title

V17\* Environmental Health Services Specialist Trainee

V16\* Environmental Health Specialist

V18\* Senior Environmental Health Specialist

\*Each worker shall serve a one year probationary period which shall be counted as 25 complete pay periods upon initial entry into the series.

Workers who have attained permanent status in the series, shall, upon promotion, serve a subsequent probationary period of 6 months which shall be counted as 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	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	Non-Contiguous Overtime Guarantee
Section	8.13	Voluntary Reduced Work Hours Program
Section	10.2	Observance [of Holidays]
Section	10.3	Holiday Work

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6/30/23

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Section	10.5	Holidays Converted to Vacation Accrual
Article	11	Vacations
Section	12.1	Personal Business/Belief Days
Section	12.2	Sick Leave
Section	12.11	Bereavement Leave
Section	12.12	State Required Continuing Education and Licensure Fund
Article	20	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, Paternity 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 – 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.6 – 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.7 – Work Out of Classification- Union moves to CCL 6/13/23**

*[Handwritten signatures and initials]*  
 JA  
 KA

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.8 – Hours of Work – Union Moves to CCL-6/13/23  
4/10/40 Work Week**

Ten (10) hours work shall constitute a full day's work and forty (40) hours work shall constitute a full week's work unless otherwise provided by law, code or other agreement.

**Alternate Hours**

a) 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, the parties recognize that such proposals are proper subjects for meeting and conferring at the agency level.

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

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

d) Scheduled Days Off:

The Department will be staffed in a manner that optimizes coverage by program area and as 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 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 and 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 or

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Friday, with days off to be distributed as equally as possible amongst Monday and Friday.

- When a shift schedule becomes available throughout the year, staff will be considered on a case-by-case basis. Management will notify staff of their decision based on the consideration of the request for a shift schedule change. If a new work schedule is approved by management, the work schedule will become effective on a mutually agreed upon date.
- Staff may submit a request via email to his/her supervisor to change their scheduled day off. 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 within fourteen (14) calendar days. The new work schedule will become effective on a mutually agreed upon date. This process will also be used for shift schedules that become available throughout the year.
- Environmental Health Specialist Trainees will all have the same day off due to training requirements.
- All Environmental Health Specialists and Environmental Health Specialist Trainees will have a shift start time of no earlier than 7:00 AM and no later than 8:00 AM except with management approval with a shift end time of no later than 6:30 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.

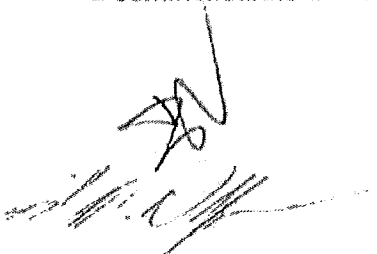
e) The County reserves the right to rescind this Agreement immediately if it or a judge/arbitrator determines that any work hour agreement violates County, State, or Federal Law, or if the County in its sole discretion determines that this program interferes with the County's ability to meet State or Federal mandates or the County's contractual obligations.

#### **F.9 – 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. Call back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

#### **F.10 – Voluntary Reduced Work Hours - Union Holds to CCL**

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 - Pay Period 5 and Pay Period 18. The parties shall meet and agree upon the beginning date for the Program.

c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.

d) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours' time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.

e) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.

f) It is understood by the County that due to this Program there may be lower levels of service.

g) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.

h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.

i) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, unit, sideletter agreements, etc.

#### **F.11 – Holidays**

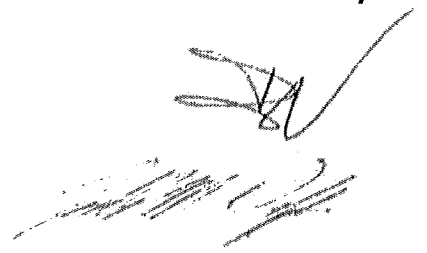
##### **a) Observance**

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.

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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.12 – Scheduled Time Off - TA to County Proposal May 3, 2023**

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:

**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.

**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.13 – ~~Sick Leave Bank Accrual - Down to 64 hours 5/8/23~~**

**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 .030769 and the accrual factor per full pay period is 2.462.

**b) First-Day-Usage**

Prior Contract History: Four days (32 hours) of sick leave were converted into the STO accrual leaving Environment Health employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours). These additional four days of STO were integrated into the STO yearly accrual rate (Section F.13(a))

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Effective Pay Period 12/1, December 26, 2012, to allow more flexibility in the use of an employee's accrued leave banks while maintaining the eligibility for cash out, the following terms shall apply:

During each payroll calendar-year employees may use up to a maximum of 32 hours of STO for absences due to personal illness or any other absences which are chargeable to sick leave in accordance with the following term:

For the purpose of first-day usage, a day is defined as 8 hours.

For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.

The first 8 hours of such absences will be charged to STO

If STO bank is exhausted, the first 8 hours shall be charged Leave Without Pay

Such absences beyond the first 8 hours shall be charged to sick leave unless the employee requests to use STO up to a maximum of 32 hours.

Employees working longer shifts have the option of using STO or sick leave for the remainder of the shift.

After using such 32 hours of STO for such absences within each payroll calendar year, subsequent absences shall be charged to sick leave include the first day.

For the purposes of this Section, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave

For employees who are hired into the bargaining unit after the beginning of the payroll calendar year, the requirement to use 32 hours of STO shall not be prorated

Notwithstanding the above, an employee who experiences a continuation of verified personal illness or that of a member of the immediate family within 14 calendar days of her/his original return to work, may charge the renewed absences directly to accumulated sick leave balance; but subject to F. 14c).

Exceptions may be granted for absences due to life threatening illness requiring ongoing treatment beyond four incidents of absence in a calendar year upon review and approval of immediate superior.

**c) Family Care Usage - Union not to be used with initial medical leave**

A worker will be entitled to use one half (1/2) of their annual accrued sick 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 unless the employee has used thirty-two (32) hours of STO for absences outlined in F. 13b in which case the leave is charged to the sick. 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, registered 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 and Licensed Medical Practitioner/Healthcare Provider's Notes** TA to MP 5/3/23



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Requests for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician licensed medical practitioner. Management may require such a supporting statement by a Healthcare Provider for absences less than three (3) days if there is reasonable suspicion of abuse.

**e) Bereavement Leave** - ~~UNION member to be in language in Webster and CCL of~~  
~~unlimited section~~

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 member. ~~Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a family member.~~ "Immediate (family member)" 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, \*registered 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, Child, parent, sibling, grandparent, sibling, grandparent, grandchild, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law.

~~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 SAC bank. If in the employee's immediate family, up to 100 hours of STO for absence shall be granted. In all other cases, the leave shall be charged to the sick leave bank. For the fourth and fifth days shall be charged to the sick leave bank unless the employee requests to use STO. 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** - ~~Withdraw and move to CCL~~

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.

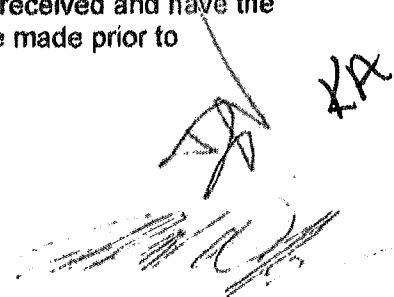
**g) Sick Leave Bank Pay Off**

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.

SEE TABLE 335

**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.



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**i) STO Cash Out - ~~Onion Medicines 1/20/22~~**

Effective pay period 231/01, employees who use no more than 46 24 hours of sick leave for a period of one-year beginning pay period December 268, 20220, through pay period 231/26 December 246, 20234, and each December to December period thereafter during the term of this agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility.

**F.14 – Educational Leave and Tuition Reimbursement – TA to MP 5/3/23**

**a) Fund**

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

The EHU Tuition Reimbursement will be separate and apart from the bargaining wide authorization and cap limit in the Master contract.

**b) Reimbursement**

Total reimbursement for each worker participating in the program will not exceed two thousand dollars (\$2,000) in any fiscal year. The County will fund up to sixty thousand dollars (\$60,000). Mileage and subsistence will not be authorized unless the training is required of the worker. Reimbursement will be available to the worker upon submission of required documentation to support proof of payment. Workers are required to provide required proof of completion within 60 days of the completion of the associated coursework.

**c) Deduction Authorization**

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

1. Deduction from his/her their wages in the event he/she- they does not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she- they 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- they leaves County employment before completion of the course (except if laid off).

**d) Make-up Time**



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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 STO or compensatory leave balance. Make-up time will not be allowed when it results in the payment of overtime. The worker's supervisor/manager will make every effort to allow the worker time off, except where the payment of overtime will result. A worker and their supervisor/manager may mutually rearrange the duty shift beyond ten (10) hours but within the forty (40) hour workweek for purposes of participating in education and/or training deemed by the supervisor/manager to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

#### **F.15 – Professional Development Allowance**

a) The County will fund, on a matching basis, up to fifteen thousand dollars (\$15,000) 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 eight hundred fifty dollars (\$850.00) 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 in advance by the division and agency head.

f) The Individual Development Plan may be utilized by staff to identify those areas of special interest that can be used toward professional development opportunities and future career advancement.

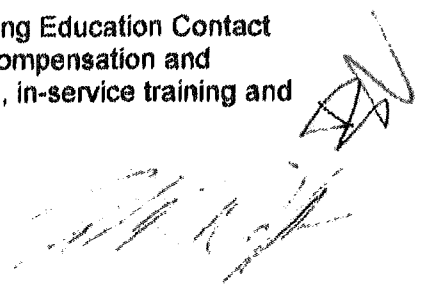
g) The general criteria for approval of individual programs will be established by the department. Staff will be given an opportunity to provide input to management. The department will be responsible for administering the program, including the selection of programs and approval of programs selected by individuals.

#### **F.16 – State Mandated Registration Maintenance – TA to MP 5/11/23**

The County agrees to reimburse the actual amount up to three hundred fifty dollars (\$350) of the State Mandated Registration renewal, which does not include late fees. The County will not reimburse late fees or any other fee relating to State Mandated Registration Maintenance. The amount will be reimbursed once proof of cost and a current valid Registered Environmental Health Specialist Card is submitted.

In addition to any County-sponsored in-service training for Continuing Education Contact Hours (CECH), the County agrees to provide time without loss of compensation and benefits for workers to participate in educational courses, seminars, in-service training and

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workshops identified and required to maintain certification for up to twenty four (24) hours of Continuing Education Contact Hours (CECH) every two years. Prior approval from the employee's supervisor for scheduling of each off-site CECH course is required.

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

F.17 Performance Appraisal Program - Union holds to 4/13/23 proposal - WITHDRAWN BY UNION 5/23/23

The program covers all workers represented by the Union, with the exception of extra help employees, unless otherwise required by state or federal regulation or law. Participation in the program will be considered optional for each worker. The worker shall notify their immediate manager or supervisor no later than December 1<sup>st</sup> of each calendar year to participate in the program. All performance appraisals shall be completed no later than December 31<sup>st</sup> for the following year's program cycle. Employees may also choose to complete a departmental Independent Development Plan (IDP) in lieu of participating in the Performance Appraisal Program.

With the exception of leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers but may be in attendance to observe the issuance and any discussion of the performance appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted within the first month of a worker's initial probationary period.

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.



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Knot  
7-3-2023

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Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023

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County of Santa Clara

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
July 18, 2023

Shared with SEIU via email on Wednesday, July 18, 2023

*in person*

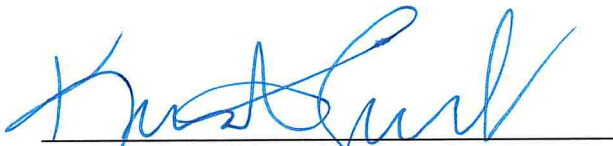
*JJ  
KS*

**County and SEIU agree to G.2; below (pg.2)**

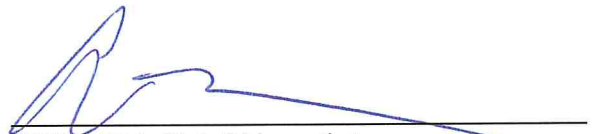
**G.2 – Master Sections That Exclude SSU**

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	5.5	Order of Layoff
Section	5.8	Administrative Transfer
<a href="#">Section</a>	<a href="#">5.10</a>	<a href="#">Re-employment List</a>
Section	5.12	Names Dropped From Reemployment List
Section	6.4	Counseling and Unfavorable Reports
Section	6.13	Lateral Transfers
<a href="#">Section</a>	<a href="#">8.8</a>	<a href="#">Non-Contiguous Overtime Guarantee</a>
<a href="#">Section</a>	<a href="#">8.11</a>	<a href="#">Temporary Work Location</a>
Section	8.12	Bilingual Pay
Section	8.17	Notary Public Differential
<a href="#">Section</a>	<a href="#">12.9</a>	<a href="#">Educational Leave and Tuition Reimbursement Fund</a>
Section	12.14	Education Reimbursement Committee
Section	12.15	Drivers Licenses



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to G.9 Section 9.9(b); below (pg.3 & 4)**

b) In-Home Supportive Services (IHSS)

This section supersedes Appendix G Sections 9.65(a), 9.65(c), and 9.65(d) of the current Memorandum of Agreement (MOA) between the County and SEIU Local 521.

These work completion standards shall only apply prospectively, and nothing should be construed to limit the County's ability to assign any number of assessments to Case Management Social Workers, in its sole discretion, with the understanding that Case Management Social Workers are only expected to complete the number of assessments as calculated per month under the provisions of this section. This is to clarify the amount ~~number~~ of cases assigned versus the assessments being performed completed.

Definitions for Purposes of this Section:

1. An "assessment" shall be defined as any of the following types of visits and assessments performed by a Social Worker: intake, reassessment, courtesy, or expedited visit.
2. Annual and/or year shall be defined as ~~June 1, 2019 – May 31, 2020, and each June 1 - May 31. thereafter.~~
3. A full-time schedule shall be defined as forty (40) work hours per week.
4. Consecutive days of paid scheduled leave is defined as work days uninterrupted by a return to work. It includes weekends and County holidays, such as, Friday, Monday, and Tuesday; or, Thursday, Friday, and a County holiday on Monday. Weekends are not counted as one of the three days, but County holidays are. With respect to 4/10 schedules, if a Social Worker's Day off is Wednesday, three consecutive days of scheduled leave includes Wednesday for determining whether the days off are consecutive, but is not counted as one of the three days (e.g. Mon-Thursday is considered three consecutive days off).
5. One work week of consecutive paid scheduled leave is defined as forty (40) hours, including County holidays. For example, Thanksgiving week, if a Social Worker takes Monday, Tuesday, and Wednesday off and Thursday and Friday are County holidays, this will constitute as one work week of consecutive paid scheduled leave and result in a reduction in the Social Worker's monthly assessment expectation.
6. An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month. To calculate a Social Worker's monthly assessments expectation, the standard twenty-seven (27) assessments per month expectation is reduced if the Social Worker is a Social Worker I (paragraph ~~3~~ 2 below); Social Worker Lead (paragraph ~~2~~ below); and/or Certified Bilingual Social Worker (paragraph ~~4~~ 3 below).

Monthly Assessment Expectations and Assessment Reductions:

1. Case Management Social Worker II's and Social Worker I's shall be assigned the same type of assessments.
2. Social Worker II's shall complete three-hundred and twenty-four (324) assessments annually, which results in an average expectation of twenty-seven (27) assessments per

month. Social Worker I's shall complete two-hundred and fifty-nine (259) assessments annually, which results in an average expectation of twenty-two (22) assessments per month.

~~Case Management Social Workers shall complete three hundred twenty-four (324) total assessments per year and shall complete these at a rate of twenty-seven (27) assessments per month.~~

- ~~1. Social Worker I's shall receive 20% reduction in his or her annual assessments expectation, such that they shall complete two hundred fifty-nine (259) assessments per year twenty-two (22) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.~~

~~Social Worker Leads shall receive a 10% reduction in his or her annual assessments expectation, such that they shall complete two hundred ninety-two (292) assessments per year, twenty-four assessments (24) per month.~~

~~Social Worker I's shall receive a 20% reduction in his or her annual assessments expectation, such that they shall complete two hundred fifty-nine (259) assessments per year, twenty-two (22) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.~~

3. When one hundred percent (100%) of the monthly assessments assigned to a Certified-Bilingual Social Workers are assessments in their certified language, the Social Worker shall receive a twelve percent (12%) reduction in his or her their monthly assessments expectation. for any month where 100% of the cases carried are in their certified language. The calculation of one hundred percent (100%) will be month-to-month based on cases carried at the beginning of completed throughout the current each month. Formula to calculate reduction:  $(27 - (27 \times 12\%)) = 24$ .

If When a Social Worker Works Out of Class (WOOC) days takes between three (3) and four (4) consecutive days of paid scheduled leave in any given month, or if a Social Worker Works Out of Class (WOOC) the same amount of consecutive time, his or her their monthly assessments expectation shall be reduced at a rate of 1.35 one (1) assessments per consecutive day off (i.e., each day after the first day of leave or after the first day of WOOC). Unscheduled leave, scheduled leave of less than three days, intermittent leave, or nonconsecutive days of WOOC, shall not result in any reduction of monthly assessments expectation. This 1.35 rate reduction applies regardless of the number of days or weeks in any given month.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator


**County and SEIU agree a NEW IHSS Side Letter; below (pg. 5)**

**SIDE LETTER AGREEMENT BETWEEN  
Santa Clara County and SEIU 521  
For IHSS**

The County and the Union have a shared commitment to collaboratively review and assess the current operational structure and make necessary modifications to ensure IHSS consistently achieves or exceeds the State minimum requirements for completion of initial recipient assessments and reassessments.

Should the Department decide to initiate any Project, Pilot, a business operational model review, and/or other Continuous Quality Improvement (CQI) processes, the County shall notify the Union and seek input and collaboration in good faith with the Union. Furthermore, the County agrees to comply with all notice and Meet and Confer obligations associated with any proposed modifications as a result of any Project, Pilot, business operational model review, and/or other CQI processes.

This Side Letter shall sunset on the expiration date of the successor MOA to the 3/9/2020-6/25/2023 MOA; this side letter shall then be removed and not included in a future MOA.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



County and SEIU agree to remove Contracting Out Pilot Project; below (pg. 6)

**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 situation.~~

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



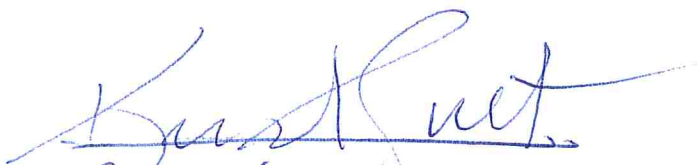
[This is an understanding between both parties that is not included in the SSU Unit Agreement]

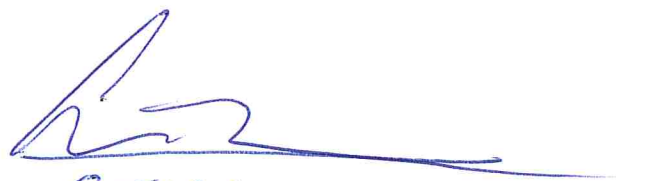
SEIU Local 521 (the "Union") and the County of Santa Clara (the "County") have independently agreed to the following:

No later than September 30, 2023, the County shall send managers and supervisors in the Social Services Agency two memoranda recognizing the existing practice that managers and supervisors are authorized to: 1) permit client facing workers to work remotely adjacent to a field work visit when a manager has determined that it is most efficient and sensible for the worker to do so, and that such approved partial-day of remote work shall be considered a one-off approval for remote work in addition to whatever ongoing remote work, if any, may otherwise be regularly scheduled; and 2) permit a Social Services Agency employee who has been involved in a critical incident or catastrophic event to utilize their accrued leave and, if warranted and approved by management, also take administrative time paid by the County.

No later than September 15, 2023, the County will send the draft memoranda to the Union for review and input. The County will consider the Union's input in good faith.

The County will provide the Union a copy of the memoranda it issues immediately after sending it to managers and supervisors.

  
County  
KRISTEN SWEET, LIC  
7.18.23

  
SEIU  
Andreea Hightower  
7.18.23

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023

---

County of Santa Clara

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
July 11, 2023

Shared with SEIU via email on Wednesday, July 12, 2023

*KS CAA*



**County and SEIU agree to G.7 Section 7.1 ; new language below (pg.2)**

All Social Worker I (SWI) in DFCS, who are regularly assigned to Emergency Response and/or to the Scattered Sites, ~~including the~~ shall receive a differential of one and one-half percent (1.50%) above the base pay. *SWI* *✓*

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

*153000*

**County and SEIU agree to G.9 Section 9.8.2 ; below (pg.3)**

2. Emergency Response/Immediate Response/Joint Response

Social Worker III's shall be assigned ten (10) to fifteen (15) new referrals and Social Worker II's shall be assigned eight (8) to twelve (12) new referrals. There will be 15 referrals in any calendar 21 day month, with credit. Credit toward the number of new referrals that can be assigned in any given calendar month shall be given in the case of full day absences for protective custody warrants, prorated at the rate of one (1) credit for full day absences for sick leave, vacation, personal leave, compensatory time, or required training of six (6) or more hours, approved all-day training during the employee's regular work day, or when working out of class (WOOC) as the Acting Unit Supervisor. Additionally, credit toward new referrals that can be assigned in a calendar month shall be given for every three (3) days of sick leave taken during the calendar month. DFCS shall use the existing referrals monthly chart based on the maximum number of the referral range to calculate adjusted monthly referrals assigned to ER Social Workers. -No Social Worker shall be assigned to the IR/JR Board in excess of eight (8) 10-workdays in any calendar month. If a worker calls out sick from and IR/JR shift the replacement practice shall be followed. For a ten-day referral, day one (1) is the date the referral is received through the Child Abuse and Neglect Center (CANC).

To maintain continuity of service for ten (10) day referrals or IR/JR assignments, a referral with a language requirement shall be assigned to a bilingual worker. When the worker who is bilingual in the language needed and is the next worker scheduled to receive a referral is already at eighty percent (80%) of their caseload standard based on previous referrals in their bilingual language, the department can assign the referral to any ER social worker who is bilingual in the language needed who has not yet reached their caseload capacity.

If the department assigns more than fifteen (15) referrals for a SWIII or twelve (12) referrals for a SWII in any calendar month, for one (1) to two (2) referrals over fifteen (15) referrals for a SWIII or twelve (12) referrals for a SWII, the worker shall receive a one-time stipend payment of one-hundred and seventy-five dollars (\$175.00), for three (3) or more, the worker shall receive a one-time stipend payment of two-hundred and twenty-five dollars (\$225.00). Such payments are stand alone; they do not replace any overtime payment earned for work performed. This applies to workers regularly assigned to an Emergency Response unit.

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 15 = adjusted number of referrals per month.~~

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to NEW Side Letter for DFCS Emergency Response Project; below (pgs. 4 & 5)**

**DFCS Emergency Response Referral Standard Project**

The County and SEIU agree that DFCS Emergency Response Social Worker III's and Social Worker II's shall begin a project to examine current referral/workload standards and determine the appropriate monthly referral/workload standard. Within forty-five (45) calendar days following ratification of the successor MOA to the 3/9/2020-6/25/2023 MOA this project will begin and will continue for up to four (4) months.

The parties agree to the following parameters for the pilot:

- SEIU and Labor Relations will be included as necessary in the process of structuring the project;
- An eight (8) member Project Oversight Committee will be formed. The makeup shall include a total of four (4) SEIU members and four (4) DFCS management members. For SEIU at least three (3) members shall be Emergency Response subject matter experts and up to one (1) may be a DFCS Steward. For management at least three (3) members shall be Emergency Response managers and one (1) shall be from DFCS administration. This Committee shall meet as necessary, at least once per month during the term of the project with release time provided for such meetings;
- All DFCS Social Worker II's and III's regularly assigned to an Emergency Response unit shall participate in this project at a reduced referral/workload standard structure as set forth here;
  - The project will start on the first day of a calendar month and the baseline information for comparison will be the same months in 2022 (ex: if the project duration is Sept-Dec 2023, the baseline will be Sept-Dec 2022);
  - During the project, the identified Emergency Response Social Worker II's shall have a monthly referral/workload standard of eight (8) and Social Worker III's shall have a monthly referral/workload standard of ten (10);
  - IR/JR Board coverage will be governed by the MOA;
  - The "over-standard" stipend will be governed by the MOA, except that the payment of the stipend will occur where the department assigns more than eight (8) referrals to a Social Worker II participating in the project and more than ten (10) referrals to a Social Worker III participating in the project in any calendar month;
    - This over standard structure will begin immediately after ratification of this MOA by the County and Union. At the conclusion of the project the referral/workload standard along with the applicable over standard stipend structure, and case credit structure recommended by the Committee will remain in effect during the Meet and Confer process.
  - There will be no referral credits/reductions for single day absences and, as appropriate, a referral credit structure for multi-day absences within a given month shall be determined during this project. The formula for determining



credit to the monthly referral/workload standard (for reasons as specified in the MOA) shall be determined during this project.

- The Project Oversight Committee shall be permitted to make changes to the project parameters as necessary.

At the conclusion of the project, the findings and recommendations of the Project Oversight Committee shall be made available to SEIU. Further, DFCS will provide notice to SEIU detailing any modifications to the Emergency Response referral/workload standard structure that it proposes to make to the Parties' MOA. DFCS will comply with all notice and Meet and Confer obligations associated with any such proposed modifications.

This Side Letter shall sunset on the expiration date of the successor MOA to the 3/9/2020-6/25/2023 MOA; this side letter shall then be removed and not included in a future MOA.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA removing DFCS Over Standard Pilot and Differential; below (pg. 13)**

**~~SSU Unit DFCS Over Standard Pilot and Differential~~**

~~Letter of Understanding~~

~~The parties (Union and County) agree to meet within 30 days of ratification to establish parameters of the DFCS over standard pilot program. This program is to provide a stipend for referrals over the contractual standard. The parties agree to the following:~~

- ~~• SWII/III who receive 1-2 referrals over the contractual standard shall receive a monthly stipend of \$100~~
- ~~• SWII/III who receive 3 or more referrals over the contractual standard shall receive a monthly stipend of \$150~~
- ~~• SWII/III in Continuing, DI, NMD, or Voluntary Services who are over the contractual standard may receive a monthly stipend of \$100 if over the contractual standard for over 60 days.~~

~~The parties agree that no sooner than one (1) year from implementation of the DFCS over standard pilot program, the parties will review data, suggestions, and workload studies and the County will meet and confer if it is interested in continuing and/or modifying the terms of the DFCS over standard pilot program. If the County and the Union do not meet, then the DFCS over standard pilot program will be discontinued.~~

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

*KS* *AH*

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023

---

County of Santa Clara

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
July 10, 2023

Shared with SEIU via email on Tuesday, July 11, 2023



**County and SEIU agree to G.1 Realignments; below (pg.2)**

**G.1 – Salaries**

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

**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
E50	ELIGIBILITY EXAMINER	<u>1.50%</u>
E56	ELIGIBILITY EXAMINER - U	<u>1.50%</u>
E47	ELIGIBILITY WORKER I	<u>1.00%</u>
Z47	ELIGIBILITY WORKER I - U	<u>1.00%</u>
E46	ELIGIBILITY WORKER II	<u>1.00%</u>
Z45	ELIGIBILITY WORKER II - U	<u>1.00%</u>
E45	ELIGIBILITY WORKER III	<u>1.00%</u>
Z43	ELIGIBILITY WORKER III - U	<u>1.00%</u>
Y04	MEDICAL SOCIAL WORKER I	<u>4.00%</u>
Y0E	MEDICAL SOCIAL WORKER I - U	<u>4.00%</u>
Y03	MEDICAL SOCIAL WORKER II	<u>4.00%</u>
Y0D	MEDICAL SOCIAL WORKER II - U	<u>4.00%</u>
E65	PROGRAM SERVICES AIDE	<u>1.00%</u>
Y4B	SOCIAL SVCS APPEALS OFFICER <i>Base wage removal to EWS AA KS</i>	<u>3.28%</u> <small>* wage to align with EW Sup base pay eff 7/1/23</small>
Y3A	SOCIAL WORKER I	<u>1.00%</u>
W06	SOCIAL WORKER I - U	<u>1.00%</u>
Y3B	SOCIAL WORKER II	<u>1.00%</u>
W02	SOCIAL WORKER II - U	<u>1.00%</u>
Y3C	SOCIAL WORKER III	<u>1.00%</u>
W07	SOCIAL WORKER III - U	<u>1.00%</u>
<u>D20</u>	<u>YOUTH ENGAGEMENT SPECIALIST</u>	<u>3.00%</u>
H19	TEACHING HOMEMAKER II	0.05%

  
 County Chief Negotiator  
 Kristen Sweet, Labor Relations

  
 SEIU 521 Chief Negotiator  
 Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.7 Section 7.1(g) and NEW differential; changes below (pg.3)**

- g) ~~ER/DI/Continuing Unit-Social Worker II/III differential~~  
~~Employees in the classification of Social Worker II and Social Worker III who are regularly assigned to Dependency Intake Unit or Continuing Unit, Voluntary Family Maintenance Unit, the CANC, Non-Minor Dependent Unit, Dually Involved Youth Unit, and Adoption Finalization Unit, Social Worker II's and Social Worker III's who are regularly assigned to units in the Department of Family and Children Services, (DFCS) other than Emergency Response units, shall receive a differential of six percent (6.00%) of base wage.~~

Employees in the classification of Social Worker II and Social Worker III who are regularly assigned to an Emergency Response Unit in Department of Family and Children Services, (DFCS), shall receive a differential of ~~eight~~nine percent (~~8~~9%) of base wage.

~~#) All Social Worker I's (SWI) in DFCS, who are regularly assigned to Emergency Response and/or to the Scattered Sites shall receive a differential of one-half percent (0.5%) above the base pay.~~ *vs AAB*

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator





**County and SEIU agree to TA CCL for G.9 Section 9.7(a, b,& c); below (pg.4-6)**

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 workload, 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 the same as an EW III in intake, subject to Section G.7.1 | Eligibility Worker – Intake Differential.
2. An Eligibility Worker will normally be assigned forty-seven (47) generic intake applications in a 21 day month. This excludes GA, Foster Care and Health Care Reform (HCR) and AB720.
3. Foster Care: An Eligibility Worker will normally be assigned fifty (50) intake applications in a 21-day month.
4. Intake Cases shall not be assigned while workers are WOOC as an EW Supervisor.
5. The Triage function shall be performed by Intake Workers with the purpose of screening IN (immediate need) ES (expedited services)-CF pending applications only.
6. Intake Cases shall not be assigned while workers are performing triage function.
7. For the purposes of Section 9.8, all months in a calendar year will be considered as a 21-day month.

b) Continuing

1. One (1) Eligibility Worker III shall be budgeted for each Continuing Unit.
2. Workloads will be distributed equitably to the extent practicable among Eligibility Units, Workers and Programs. The County will provide the union monthly reports of calibration.
3. After the next calendar month, all cases in a discontinued status shall be closed. After the next calendar month, or following ninety (90) days of discontinuance for MediCal only cases (90-day cure period), 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 CalFresh cases

*CH*  
*KS*

- 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 CalFresh to cash aid cases
- Adding CalFresh to existing Medi-Cal cases
  - So long as state law mandates that the eligibility determination for CalFresh be completed by the same worker servicing a client who is applying for or renewing their Medi-Cal service, an EWII or non-intake EWII assisting a client with a Medi-Cal renewal in-person, online or by telephone must offer to conduct the associated CalFresh eligibility determination. Such worker shall be paid a seven and one-half percent (7.5%) intake differential for the day the task is assigned. EWII's are not eligible for WOOC pay as outlined in G.7.1. Once the CalFresh program is added, the case will be transferred to the Continuing/CalFresh Eligibility Worker.

4. Monthly individual caseload maximums are listed below:

188	Calworks
322	CalFresh/Medical
266	GA
615	Foster Care (AAP)
150	Foster Care

5. Monthly Unit Based Caseload Standards, not to exceed the per person amount listed below:

422	MediCal
-----	---------

All continuing eligibility staff must work the typical full range of continuing work such as RRR's, SAR 7 and any other typical continuing functions.

Workers currently on caseload building status or part time, FMLA or other contractual reduction shall be reduced accordingly.

c) Integrated Eligibility Verification System (IEVS) Unit

The following standards apply to Eligibility Examiners performing the earnings clearance functions as presently conducted in the IEVS Units:

1. An IEVS worker will normally be assigned a maximum of 63 cases at any point in time. Additional cases may be assigned to maintain the caseload within this range. Cases may include Integrated Earnings Clearance/Fraud

Detection (IFD), Intentional Program Violation (IPV), Default, Trials, IRS/FTB, BEERS, and General Fraud Cases.

2. An IEVS worker will be expected to complete a maximum of 82 case computations each quarter in a calendar year. Cases may include Integrated Earnings Clearance/Fraud Detection (IFD), Intentional Program Violation (IPV), Defaults, Trials, IRS/FTB, BEERS, and General Fraud Cases. This requirement will be proportionately reduced for all authorized technical training, special projects, or court appearances at an hour per hour rate of .16 cases per hour. All other scheduled absences of one-half (1/2) working day or more will be adjusted at the hour per hour rate of .16 cases per hour. 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 cooperation or other reason.
3. Quarterly IFD Match Reading Assignments: At the beginning of each quarter, each IEVS worker will be assigned a maximum of (30) cases of IFD Match Reading Assignments per day. The thirty (30) daily IFD Quarterly Match Reading Assignments are equivalent to 1.32 cases and the completed IFD Match Reading Assignments are to be included into the expected 82 quarterly case assignments.
2. Insofar as practical, cases involving more than three (3) employers will be equitably distributed within the unit.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9 Section 9.7(g); changes below: (pg. 7)**

- g) Policy training and on-the-job training for Eligibility Worker I's is conducted in Induction Training. The period of training will occur for not less than three months and no more than nine months.

Workers in induction training may be responsible for work processing until he/she has completed at least three months of training. Work processing maximums will be based on the average district office assignments of periodic reports and annual redeterminations (RRR's) per worker in the month Eligibility Induction begins. Work processing will be assigned at the completion of classroom training and begin during the fourth month and will increase as follows\*:

The first month of on-the-job training: Eligibility Worker I's will be assigned 20% of the unit-based caseloads or individual caseload assignments.

The second month of on-the-job training: Eligibility Worker I's will be assigned 40% of the unit-based caseloads or individual caseload assignments.

The third month of on-the-job training: Eligibility Worker I's will be assigned 60% of the unit-based caseloads or individual caseload assignments.

\*The actual weeks of case assignments may need to be adjusted based on the start date and number of programs included in the training.

Eligibility Worker I's will be graded on processing periodic reports and annual redeterminations, and they will be expected to address any case-related needs during the month of assignment.

Trainees must achieve a minimum score of seventy percent (70%) or greater on a combination of their on the job training scores, and their mid-term test score, to be recommended to take the promotional examination. Trainees must pass the promotional examination and on-the-job training with a combined score of at least eighty percent (80%) or above, and be recommended by their supervisor/trainer, to promote to an Eligibility Worker II. Job performance and attendance must be satisfactory to be recommended for promotion.

During Eligibility Induction Training, workers will be administratively assigned to designated training units and will be supervised by Training and Staff Development Specialist, Staff Development Specialists, and/or Eligibility Worker Supervisors.

Flexibility will be used in developing and providing the training.

  
County, Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9 Section 9.8.1; changes below: (pg. 8)**

1. Child Welfare Services

The County and the Union agree that these 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.

If the department assigns a caseload that exceeds the defined standards for a SW III or a SWII for a consecutive period of more than sixty (60) calendar days, the worker shall receive a one-time stipend payment of two-hundred and twenty-five dollars (\$225.00). Immediately thereafter (on day sixty-one (61)) the sixty (60) day count shall restart at day one (1). Such stipend is limited to once every sixty (60) days, is a stand-alone stipend, and shall not replace any overtime payment earned for work performed. This applies to workers regularly assigned to a Safety and Wellbeing unit, a Dependency Investigation unit, a Voluntary Services unit, or a Non-Minor Dependent unit.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator





**County and SEIU agree to TA G.9 Section 9.8.1(b); changes below: (pg. 9)**

b. ~~Voluntary/Informal Supervision Voluntary Services: —A service caseload of 20 children for Voluntary/Informal Supervision will be the standard.~~

Social workers shall have a mixed caseload of Family Maintenance, Family Reunification, and Informal Supervision cases in alignment with the following caseload standard:

Social Worker III's shall maintain a caseload of sixteen (16) to ~~eighteen~~ <sup>twenty</sup> (18) children at any given time;

Social Worker II's shall maintain a caseload of fourteen (14) to sixteen (16) children at any given time.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA a NEW DEBS Side Letter; below: (pg. 10-12)**

SIDE LETTER AGREEMENT BETWEEN  
Santa Clara County and SEIU 521  
DEBS CalSAWS Innovation Committee Overview

Following the state mandated implementation of CalSAWS and recent changes in state law, the parties agree that we are in a learning period for both the County and staff within DEBS. As such, staff and leadership must collaboratively reassess DEBS workflows and review our existing operational structure/s to best meet the needs of our community and improve the experience and effectiveness of our staff. Input and ideas from representatives across all DEBS classifications and work areas will be critical to creating better work structures across DEBS. To that end, the County and SEIU 521 agree to create a joint committee effective upon ratification of this Agreement to collaboratively assess and explore new approaches to work within DEBS – the DEBS Innovation Committee.

*The guiding principles of this committee's work will be to ensure DEBS operates in a manner that best services the needs of families and individuals in our community who require benefits; to ensure that staff throughout DEBS have an appropriate and sustainable workload; to efficiently use our resources so we can maximize service to the community; and to most effectively utilize the CalSAWS technology required by the state.* The committee will examine the effectiveness of our current operational model/s, investigate alternate operational model/s, review data, and create a program to implement the model/s that best advance our guiding principles.

SEIU shall appoint one (1) Intake Eligibility Worker for each division (five total: North County, General Assistance, South County, Generic, and Health Care Reform) and one (1) Continuing Eligibility Worker for each division (five total: North County, General Assistance, South County, Benefits Service Center, and Continuing Benefits Services) to serve as DEBS CalSAWS Innovation Committee members. The SEIU Committee members shall be granted paid release time to participate in DEBS CalSAWS Innovation Committee meetings. Should Innovation Committee members determine that the makeup of various sub-committees, data collection teams, workgroups etc. formed as part of this project better serve the guiding principles in a format or manner that differs from this side letter, the Committee shall be permitted to make such changes.

The Innovation Committee will be jointly selected and will be comprised of up to ten (10) members for the County and up to ten (10) members for the Union. The committee shall meet at least monthly and during work time and will have appropriate research and data to complete the work of the committee.

The Committee's work will progress in a two-phase process: the Design Phase followed by the Test Phase.



The County and SEIU shall jointly appoint three (3) Eligibility Workers to serve as DEBS Data Evaluators; they shall be granted up to four (4) hours a week of paid release time for work associated with this project. Innovation Committee members, DEBS administrators, and DEBS Data Evaluators will work together to define criteria and requirements used to generate reports pulled from the data collected. Responsibilities of DEBS Data Evaluators may include but are not limited to reviewing reports, interviewing and/or observing Eligibility Workers, and reviewing and analyzing data needed to make recommendations.

Effective upon ratification of this MOA by the Board of Supervisors, continuing through all phases of the DEBS CalSAWS Innovation Committee project, the caseload standards stated in Appendix G Section 9.7 shall be suspended. Instead, for all DEBS units (offices with or without individual or unit-based caseload standards), the County shall implement workloads based on what can be reasonably completed in an average workday, taking into account factors listed in Appendix G Sections 9.4 and 9.5 and the time Eligibility Workers spend serving on the Innovation Committee, as DEBS Data Evaluators, and/or other ways workers participate in this project. During the DEBS Innovation Committee project, the County shall not issue a verbal or written counseling nor formal discipline to any Intake or Continuing Eligibility Workers based on the caseload standards stated in Appendix G Section 9.7.

### **Design Phase**

During the Design Phase the committee and/or committee workgroups will be established to design and propose potential business operations model(s) for effective client service delivery under the CalSAWS structure. The design workgroups will consist of subject matter experts from different DEBS groups, which may include but is not limited to:

- Executives
- Managers
- Supervisors
- Intake Eligibility Workers
- Continuing Eligibility Workers
- Employment Counselors
- Clerical Workers
- Program

SEIU and Labor Relations will be included as necessary in the process of defining the parameters of the design and/or workgroups or committees. The design phase shall begin no later than forty-five (45) calendar days following ratification of the successor MOA to the 3/9/2020-6/25/2023 MOA and will continue for up to nine (9) months. The design team and committees will finalize criteria including the test parameters, benchmarks, and testing timeframes. The design phase will conclude when the business model/s to test have been determined and written policies and procedures for the Test Phase have been generated. At the conclusion of the Design Phase, the Test Phase will commence.

The County shall retain a third-party consultant who will review the data and make recommendations regarding existing practices, policies and contract language relating to case load standards and the specifics of CalSAWS. The DEBS Evaluator shall be granted



paid release time to confer directly with the third-party consultant regarding the DEBS Evaluators' reports, findings and recommendations. The County shall instruct the third-party consultant that a DEBS Evaluator is a subject matter expert whose input is essential for accomplishing a complete analysis of DEBS and CalSAWS.

**Test Phase**

The Test Phase will involve defined group/s of Intake and Continuing Eligibility Workers and Supervisor/Management teams, as determined in the design phase, implementing the proposed operational model/s for a set period of time. During the test phase there will be regular check-ins, which will include iterative fine tuning, gathering data, and recognizing best practices and lessons learned. The test phase will continue for up to one (1) year.

At the conclusion of the test phase, the DEBS business operational model/s, as determined through this program, will be documented, and implemented. To properly document the DEBS operational model/s implemented, either the County or SEIU shall be permitted a limited reopener of SSU Appendix G Article G.9 Section 9.7.

This Side Letter shall sunset on the expiration date of the successor MOA to the 3/9/2020-6/25/2023 MOA; this side letter shall then be removed and not included in a future MOA.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator





Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023

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County of Santa Clara

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
June 30, 2023

Shared with SEIU via email on Wednesday, June 30, 2023



**County and SEIU agree to TA G.7 Section 7.1 x2 NEW paragraphs, and CCL for sentences between pp (e & f); changes below (pg.2)**

(f) Connects to APS TA on pgs. 9-10 of this document

f) APS Social Worker II & III Specialized Cases Differential  
Social Worker II's and Social Worker III's who are regularly assigned to an Emergency Response (ER) Unit, a Financial Abuse Specialist Team (FAST) Unit, or a Self-Neglect Unit shall be paid a six percent (6.00%) differential above their base rate.

h) Beginning with the Social Workers in the Academy that graduated in May 2023, Social Workers who join an Emergency Response (ER) Unit in the Department of Family and Children's Services (DFCS) and remain in an ER Unit for one (1) year of paid service in good standing, based on the date they graduate from the Social Work Academy, shall receive a one-time incentive payment of one thousand five hundred dollars (\$1500.00).

*This sentence falls between items (e) and (f) in the current MOA:*

During the term of this contract, no worker shall receive a loss in pay due to a reclassification. No loss in pay shall include any differential outlined in the MOA.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA CCL for G.8 Section 8.2; below (pg.3)**

**Section 8.2 – Call-Back Pay**

- 1) 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.
  
- 2) 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 Section 8.2 of the Master Agreement (Overtime Work). Workers will be credited for each call back during a scheduled shift.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.8 Section 8.4; changes below: (pg. 4, 5 & 6)**

**Section 8.4 – Lateral/Administrative 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 new positions authorized to the Department, and vacancies resulting from promotion, demotion, resignation, termination, or transfer.

1. Job announcements for the ~~quarterly biannual~~ transfer list/s shall be posted for ten (10) working days.
2. The job announcement will have supplemental questions that allow the employee to choose transfer preferences such as but not limited to:
  - Language
  - Department/Program
  - Geographical Location (eg. North, Central, South County)
  - Shift
  - Full Time/Part Time
3. Workers who apply on the ~~biannual~~ to be a quarterly transfer list, only need to do so once per calendar year, unless they wish to change their transfer preference selected pursuant to section 2 above. On each subsequent ~~biannual~~ quarterly posting for the rest of during the remainder of the calendar year, the active names from the previous quarterly biannual transfer list will be merged with the current ~~quarterly biannual~~ list by seniority.

For example, if a worker applies in a ~~quarterly biannual~~ period to be on one or more transfer list/s, (~~February and August~~) and he/she ~~does they do not~~ modify his/her ~~their~~ transfer preference selected pursuant to section 2 above, his/her ~~their~~ name will be included on the subsequent quarterly biannual transfer list/s (~~August~~) with the preferences already selected in the initial (~~February~~) biannual period.

Once this process is completed, the newly created quarterly biannual transfer list shall be considered the most current transfer list. ~~At each February~~ With the first transfer posting in any calendar year, the entire list from the previous calendar year will be abolished and started anew. ~~period the previous year's list will be abolished and started anew.~~

For informational purposes only, an announcement of the vacant position(s) under recruitment shall be made by the department while the quarterly biannual transfer list for the vacant position(s) is being generated. Open-



competitive or promotional recruitments, when requested by the hiring manager, may be conducted concurrently with transfer postings.

4. To be eligible to apply and to remain on the a biannual quarterly transfer posting, list a worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the transfer band.
5. An employee is not limited to responding only to transfer postings at their own level in the classification series, i.e., class-to-class transfers. Rather, they may apply to a transfer posting for any level of their classification. To be eligible for transfer opportunities, the employee must apply to each classification level they are interested in to then be eligible for corresponding transfer opportunities, pursuant to Section 8.4.4.

When a manager submits a requisition for an alternately staffed position, II position, or a III position, the applicant list provided will match the criteria in the requisition/s and include up to ten (10) applicants, based on seniority. Applicants who have indicated criteria that matches the posting will be put forward, thus the applicant list the manager receives may include II's and/or III's.

6. Approximately one month prior to commencement of the on-the-job training of the Eligibility Worker Is in induction training, the County may withhold from the quarterly biannual transfer process Eligibility Worker II vacancies that the County anticipates filling with candidates who complete induction training. After the required number of vacancies are filled by the current inductees, any remaining Eligibility Worker II vacant positions shall be made available for the transfer process.
7. To be removed from the quarterly biannual transfer list, workers must submit a request in writing to Human Resources.

If there are ten (10) or more names of qualified workers on the transfer list, based on days of accrued service the County will interview the hiring manager will be provided an applicant list with the ten (10) most senior qualified workers, based on days of accrued service. And select one to hire. If any of the ten (10) most senior transfer applicants waive the opportunity to interview for a specified position, the hiring manager may request additional applicants so that up to ten (10) qualified workers can be interviewed. A hiring manager who interviews ten (10) qualified workers, must offer the position to one (1) of the ten (10) applicants interviewed.

If there are less than ten (10) qualified workers, then the appointing authority may request the appropriate Merit System eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25-184c.

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8. Workers who transfer to another position in a different classification must serve a new probationary period as required under County ordinance section A25-175.
- ~~8. Medical Social Workers shall follow Appendix G Section 7.4.a Transfer Opportunities, unless a departmental agreement or side letter is negotiated, that includes transfer language that applies to Medical Social Workers. If other transfer language is negotiated and it includes the Medical Social Workers, it shall supersede this section.  
*MSW lateral transfer addressed at APT Unit table.*~~
9. Appendix G, Sections 8.4(a) and (b) do not apply to workers in the Eligibility Worker I classification.
10. The County, when requested, shall provide the Union with an updated transfer seniority list in March and September.



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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.9 Section 9.7(f); changes below: (pg. 7)**

e) ~~This policy fulfills the obligation under Section 8.2(d) of the Joint Memorandum of Agreement between County and Local 521, SEIU, to distribute overtime work assignments equally.~~

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator





**County and SEIU agree to TA G.9 Section 9.8(1)(c & d); changes below: (pg. 8)**

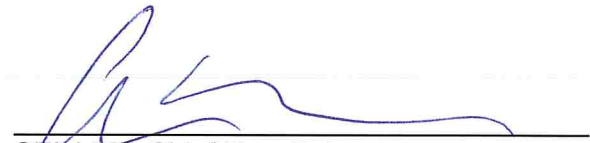
c. Home Studies — 32 families

d. Non Minor Dependent: Dependency: No more than 20 young adults  
Social workers shall have cases assigned in alignment with the following caseload standard:  
Social Worker III's shall maintain a caseload of eighteen (18) to twenty (20) young adults at any given time;  
Social Worker II's shall maintain a caseload of sixteen (16) to eighteen (18) young adults at any given time.



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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9 Section 9.9(a); changes below: (pg. 9-10)**

\*Connects to APS TA on pg. 2 of this document

**a) Adult Protective Services (APS)—28 Adults**

The caseload standard for a social worker is no more than twenty-eight (28) adults at any given time, except as modified below.

1. Social Workers who are assigned to in-person case investigations shall manage a caseload of no more than twenty-six (26) elder and dependent adult cases at any given time.
2. Social Workers assigned to Intake shall receive no more than ten (10) new referrals per day. However, given the unpredictable nature of intake volume and complexity of referrals:
  - a. Intake staff may be assigned additional referrals if most of their assigned work has been completed.
  - b. When an urgent/emergency referral is received after the maximum number of referrals in a day have been assigned to intake workers, the referral may be assigned as voluntary overtime, or a social worker who does not typically perform intake work may be assigned.
3. During a County declared emergency, program disaster response, or other emergency situations, of if staffing levels are reduced by ten percent (10%) or more, additional work may be assigned per business needs.

For the purposes of this Section, Section 9.9.a, the following definitions shall apply:

**New Case:** A new case shall be defined as a case assigned to a Social Worker that has been received and processed by the APS intake team and is listed on the case assignment queue.

**Transferred Case:** A transferred case shall be defined as any case that has been assigned to a Social Worker and then is assigned to a different social worker who has not previously been assigned that case.

**Specialized Cases:** ~~Specialized cases~~ Cases are those identified as follows:

Emergency Response (ER)

Financial Abuse Specialist Team (FAST)

Self-Neglect

Caseload counts will be determined by case management systems, such as the ACE case management system, or by manual calculations.

1. Social Workers will primarily manage mixed caseloads which may consist of specialized ~~Specialized~~ eCases. Cases will be assigned to the Social Workers evenly to the extent possible. Further, Specialized Cases will be assigned to a social worker in a unit focused on the type of Specialized Case being assigned, to the extent possible. Cases will be assigned as they are received into the APS



program. Social Workers shall submit cases for closure to their supervisor on a weekly basis.

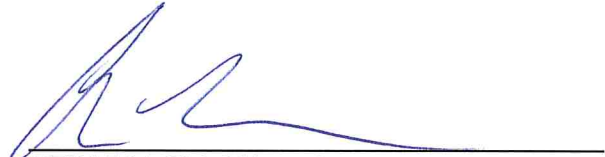
a. Each case assigned shall count as one (1) toward the number of cases a Social Worker is carrying at any time; no cases shall have a greater weight.

2. Appropriate personal protective equipment (PPE) (e.g., gloves, gowns, eye protection, masks, rubber boots and HazMat suits) shall be available for APS Social Workers and support staff to use on cases that require an in-person response.



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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.9 Section 9.9(b); NEW language below: (pg. 11)**

**Monthly Assessment Expectations and Assessment Reductions:**

3. One (1) case credit shall be given when a Social Worker completes an assessment, regardless of whether or not the applicant receives services.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.12; changes below: (pg. 12-14)**

**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 Article G.12 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 G.9 of this Agreement.
5. Merit System Examinations.
6. Items requiring capital expenditure.
- ~~6.7.~~ Master Article – No Discrimination
- ~~7.8.~~ Items within the scope of representation and subject to the meet and confer process.

**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

The County and the Union Recognize the early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, 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.

##### a) Step One

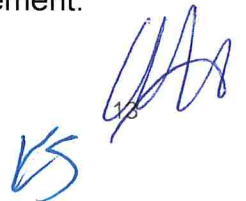
Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the person designated by the appointing authority. A copy of the grievance shall be sent to Labor Relations and this copy shall dictate time limits. The grievance form 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 twenty (20) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above.

##### d) Step Two

If the aggrieved continues to be dissatisfied, he/shethey 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 agree to use the same arbitrators listed in Section 19.6. d. of the Master Agreement.



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.
3. 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.

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.

e) Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)

For the purposes of this section, Article 19.6 (c) of the Master Agreement shall apply.

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.
- 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.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



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Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023


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County of Santa Clara

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
June 25, 2023

Shared with SEIU in person on Monday, June 26, 2023

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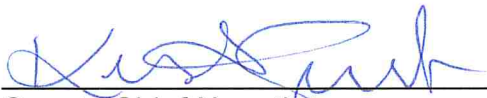




**County and SEIU agree to TA G.4 Section 4.3, changes below (pg.2)**

Section 4.3 - Official Representative, Chief Steward & Assistant 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 their representational functions. The total reduction will not exceed one hundred fifty percent (150%) of one (1) worker's workload, distributed between not more than ~~six~~ ten (10) Official Representatives including the Chief Steward and Assistant Chief Steward.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.6 Section 6.1(a, b & c), changes below (pg.3)**

**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.

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.

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. ~~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 eighteen (18) months ~~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.

c.) ~~Workers on this appendix~~ subject to Appendix G are also subject to provisions 6.2 (Administrative Investigation) and 6.3 (Philosophy of Discipline) of the Master Agreement

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.7 Sections 7.1 (a, b, c, d, & e) changes below: (pg. 4 & 5)**

Section 7.1 - Differentials

- a) **Bilingual, Trilingual, Quadrilingual and Additional Language Differentials**  
The County will pay a differential of one hundred ninety (\$190) a month to bilingual workers covered by the Social Services Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for each additional 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.
- c) **Eligibility Worker II-Intake Differential**  
~~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 the same as an EWIII in intake, subject to section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries)
- d) **Lead Differential**  
When lead duties are not included as part of a job description, workers in this bargaining unit, ~~Workers in the classifications of Social Worker II, Social Worker III, and Eligibility Examiner (in the Appeals Unit, Quality Assurance, 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 applicants/volunteers within the unit and interviews shall be conducted.
- e) ~~Medical Social Worker II Lead Differential~~  
~~Designated Medical Social Worker II's shall be compensated approximately five percent (5%) based on the employee's range and step, when assigned a full range of lead duties.~~
- g) **DEBS-Floater Differentials differential**  
DEBS  
The County may provide workload balancing, for authorized absences and uncovered workloads through the utilization of DEBS Floaters (Eligibility Worker III's) Eligibility Worker II's will be paid a differential of four dollars (\$4.00) three dollars (\$3.00) per hour when doing floater work.  
DFCS  
The Department may assign SWI's, SWII's and/or SWIII's as floaters when there is a need to increase the number of workers in a specific unit/program relating to concerns such as employee absences, workload balancing, and temporary

program workload increases. DFCS floaters will be paid a differential of four dollars (\$4.00) per hour while performing assigned floater work. The Department will maintain a volunteer list of those workers willing to serve as floaters.

DFCS ER 8% Diff (CCL)

Employees in the classification of Social Worker II and Social Worker III who are regularly assigned to an Emergency Response Unit in Department of Family and Children Services, (DFCS), shall receive a differential of eight percent (8%) of base wage.



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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.7 Section 7.3 (a, b, c, & d), changes below: (pg. 6)**

**Section 7.3 – Acting Unit Supervisor-Occupied Codes**

a) Unit workers An acting supervisor may be assigned by the appropriate manager to cover occupied codes for any absence period of one (1) workday or greater for the Eligibility Work Supervisor, Social Work Supervisor, ~~Social Work Coordinator II, Social Service Program Control Supervisor,~~ or for a Social Services Analyst with supervisory responsibilities. ~~or Director Medical Social Services~~ classifications.

The assigned worker(s) shall receive pay consistent with Section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries) commencing on the first (1st) working day. This Section is limited to the ~~five (5)~~ classifications mentioned above.

- b) Workers in a unit who desire to WOOC shall provide their names to management and have the opportunity to WOOC by rotation. The list shall be shared in the unit. The list will be sorted in the following order to create the rotation:
- 1) Highest classification-by seniority, as defined in Section 5.1 of Appendix G.
  - 2) Next highest classification-by seniority, as defined in Section 5.1 of Appendix G.
  - 3) For continuing Eligibility Workers in DEBS, the Eligibility Worker III shall have the first opportunity to WOOC for the Eligibility Work Supervisor in their unit. If the Eligibility Worker III is not available to WOOC or does not want to WOOC, then a WOOC list will be created under items 1 and 2 above.
- 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%.
- d) WOOC will be given access to all necessary programs to fulfill WOOC duties.

  
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Kristen Sweet, Labor Relations

  
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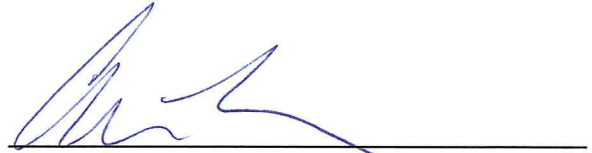
**County and SEIU agree to TA CCL for G.8, Section 8.1, below: (pg. 7)**

**Section 8.1 – Beeper / Cell Phones/Electronic Devices**

Beeper, cell phones, or electronic devices shall be provided to all workers when placed on on-call status.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA CCL for G.8 Section 8.3., below: (pg. 8)**

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

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.8 Section 8.4 (b)(3), below: (pg. 9)**

b) 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 by days of accrued service.
2. Assigned by inverse County service seniority by 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.

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 MBA & Clinics Bureau shall be considered to be in one and the same geographical location.~~
4. Workers assigned to HCR/AAC Bureau shall be considered to be in one and the same geographic location.
5. Workers assigned to AB 109/GA Bureau shall be considered to be in one and the same geographic location.
6. Workers assigned to South County shall be considered to be in one in the same geographic location.
7. Workers assigned to North County shall be considered to be in one ~~in~~ and the same geographic location.

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.

  
Kristen Sweet, LP  
County Chief Negotiator

  
Aradica Hightower, SE Coord  
SEIU 521, Chief Negotiator





**County and SEIU agree to TA G.9 Section 9.5, - CCL, below: (pg. 10)**

a) Bilingual, Trilingual, Quadrilingual language caseloads will consist of a minimum of fifteen percent (15%) certified language cases and a maximum of eighty percent (80%) certified language cases. Only caseloads meeting the above criteria (or excepted below) shall qualify the multi-lingual worker for the monetary differential.

When the certified 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.

b) When the certified multi-language caseload reaches eighty percent (80%), the worker shall be at one hundred percent (100%) of standard overall.

c) The Department may designate a position or person for the certified 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.

d) Cases requiring the use of an interpreter or interpreter services shall 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 7.1(a).

i) Section h) of this article shall apply to task-base work environments.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

VS  
AAJ

**County and SEIU agree to TA CCL for G.9 Section 9.7(d &e), below: (pg. 11)**

d) Appeals

The Appeals Unit shall have workloads distributed equitably to the extent practicable among Social Services Appeals Officers. Adjustments will be made for absences when practicable.

e) 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.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



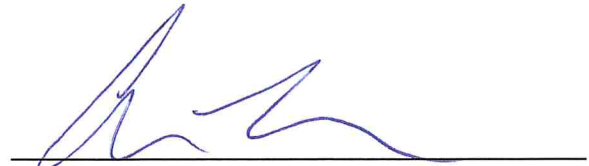
**County and SEIU agree to TA G.9 Section 9.7(g); changes below: (pg. 12)**

- g) DEBS (EW) Workload/Caseload Building  
Any Eligibility Worker II administratively reassigned to a program or function in which ~~he/she~~ they 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.



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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9 Section 9.7( DEBS Overtime); changes below:  
(pg. 13, 14)**

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 prior to making Mandatory assignments.
4. In the event there are too many volunteers, over time shall be authorized to the most senior volunteers (by days of accrued service) volunteers in the work area where overtime is needed, Program, Office and consistent with Merit System Rule A25-184I.

In the event there are too few volunteers, mandatory assignments shall be made to the least senior with permanent status by Program, Office and consistent with Merit System Rule A25-184I.

5. Advance notice by Office and Program shall be given so workers can volunteer. Under normal conditions, one (1) ~~week's~~weeks' notice shall be given to 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 521, SEIU, to distribute overtime work assignment equally.



9. DEBS Special Project Overtime in Response to Special Circumstances (SPOT)

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(h) 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(i)5.
- f. If a worker is in the middle of assisting a client at the end of his/her scheduled shift, and completing the transaction would require overtime, the worker shall attempt to obtain preapproval from his/her supervisor to work the overtime needed to complete the transaction, unless doing so would interrupt the transaction with the client. If obtaining preapproval would interrupt the transaction, the worker will notify his/her supervisor at the end of the transaction.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9 Section 9,8 intro 9.8(1)(a, c, e, h); changes below: (pg. 15 & 16)**

**Section 9.8 - 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.

Social Worker II-All Social Workers II's, in areas where caseload/workload standards exist, shall have a caseload standard of no more than 80% of the standards for a SW III, as outlined in Article 9 of this MOA, below, and Additionally, SWII's will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads).

1. Child Welfare Services

The County and the Union agree that these 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.

a. ~~Continuing~~ Safety and Wellbeing:

~~Department will work to ensure the following caseload standards: if the vacancy rate is above 10%:~~

Social workers shall have a mixed caseload of court-involved Family Maintenance, Family Reunification and Permanency Planning cases in alignment with the following caseload standards:

Social Worker III's shall maintain a caseload of sixteen (16) to eighteen (18) children at any given time;

Social Worker II's shall maintain a caseload of fourteen (14) to sixteen (16) children at any given time.

~~SW II 14-16 children~~

~~SW III 16-18 children~~

c. Adoption Finalization:

~~35 children~~

~~Post Adoptive Services — 4 FTE's shall be dedicated to provide post adoptive services~~

Social Worker II's and III's shall be assigned no more than thirty-five (35) children at any given time.

CSA  
ES

e) KinGap Unit: Distribution of Cases

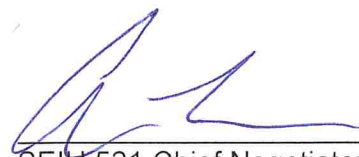
- ~~Supervisors and Coordinators will be trained on KinGap Cases and Non-Relative Guardianship Cases, and Supervisors will be responsible for case distribution.~~
- ~~KinGap cases require a home visit or phone call with the family and completion of paperwork for eligibility and SCI one every two years. In addition, social workers will remain as the family's point of contact for all referrals to community resources they may need.~~
- ~~Staff currently carrying KinGap cases will be given a caseload credit of 0.25 for these cases. If there is a sibling set in two different homes, these cases shall have a caseload credit of 0.50.~~

KinGap cases will be evenly distributed throughout KinGap to Social Worker II's and III's with an average of one hundred and thirty (130) cases per worker at any given time. These cases are closed in CWS/CMS and closed in Court. There will be a separate file for the social worker to document their contact with the family.

Social Worker II's and III's shall have a mixed caseload that includes providing services for Non-Related Legal Guardian (NRLG) cases, and Non-Court Extended Foster Care (NC-EFC) cases. Social workers assigned NRLG and/or NC-EFC cases shall maintain a combined total of no more than twenty-five (25) cases of these types at any given time. These cases shall be included in the total of up to one hundred and thirty (130) cases that can be assigned to a social worker at any given time.

- ~~There will be a spreadsheet of KinGap cases assigned in the Administration folder in the shared drive and this log will be used to track the distribution and used to make decisions about caseload assignment.~~
  - ~~Workers who close out KinGap cases in Court will no longer continue to keep these cases and will transfer the cases to the KinGap unit~~
- ~~h. Social Worker II All Social Workers II's, in areas where caseload/workload standards exist, shall have a caseload standard of no more than 80% of the standards outlined in Article 9 of this MOA and will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads).~~

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9 Section 9,8 intro 9.8(3); CCL: (pg. 17)**

3. Dependency Investigation

There will be no more than five (5) families for Social Worker IIIs and no more than four (4) families for Social Worker IIs, at one time. The control clerk will distribute the cases as equally as possible, taking into consideration availability and language needs. A monolingual Social Worker III worker shall be assigned no more than four (4) non-English-speaking families. A monolingual Social Worker II shall be assigned no more than three (3) non-English-speaking families.

The County will work to ensure equitable flow of cases to the extent practicable. In the event of overflow cases, the overflow cases will be offered first to volunteers in the Bureau, then to others outside of DI in the other Bureaus, and then by inverse seniority. Should a volunteer take a case, then the volunteer will be skipped on the first round of mandatory assignments as determined by inverse seniority. The supervisor can make adjustments to the assignment if applicable.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator





**County and SEIU agree to TA G.19 Section 9.9 paragraphs 6, 7, 8, 9, 10, 11, and 12; changes below: (pg. 18)**

6. ~~If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty-five percent (25%) reduction to his or her monthly assessments expectations.~~
7. ~~If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation. If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 120 and 159 hours) in any given month, he or she shall receive a seventy-five percent (75%) reduction of his or her monthly assessments expectation will be reduced.~~
8. ~~If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.~~
9. ~~Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 29<sup>th</sup>, Friday 30<sup>th</sup>, Monday, 31<sup>st</sup>, Tuesday 1<sup>st</sup>, and Wednesday 2<sup>nd</sup>, and a Social Worker takes off Thursday, Friday and Monday, the workload credit reduction will be applied to the first month. If the Social Worker takes off Monday, Tuesday, and Wednesday, the workload credit reduction will be applied to the second month.~~
10. ~~Workload reductions for unscheduled absences of three (3) consecutive days or greater will be reviewed by management on a case by case basis. Management's decision to grant or deny a workload reduction cannot be grieved.~~
11. ~~Monolingual Social Workers assigned a non-English speaking case, and Certified Bilingual Social Workers assigned a case that is not English or not nor in the Social Worker's certified language, that requires the use of an interpreter, will receive a weight of 1.3 for that assessment, which will be applied in determining whether the Social Worker met his or her monthly assessments expectations.~~

If the County's fiscal year compliance rate for IHSS assessments drops below the State's compliance expectation of eighty percent (80%) the parties shall hold workload reviews to discuss and strategize temporary modifications to the workload expectations to achieve the State's compliance expectation.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA CCL for G.9 Section 9.10, below: (pg.19)**

Section 9.10 - 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.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA CCL for G.9 Section 9.11 (a, b & c), below: (pg.20)**

**Section 9.11 - 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. In DFCS, when a new employee begins working as a case-carrying Social Worker II or III, their caseload/workload will be increased as follows:  
Social Worker II: Month 1-25%; Month 2-50%; Month 3-75%; Month 4-100%  
Social Worker III: Month 1-50%; Month 2-75%; Month 3-100%

The caseload/workload increase for all other areas will be:  
Social Worker I, II & III: Month 1-50%; Month 2-75%; Month 3-100%

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

b)c) "New" Cases  
Any case assigned (including transfer) to a worker that is a new case to that worker will be counted.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA removing Side Letter; changes below: (pg. 21, 22, 23)

~~SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 521  
DEPARTMENT OF AGING AND ADULT SERVICES  
IN HOME SUPPORTIVE SERVICES AND  
COUNTY OF SANTA CLARA 04/11/19~~

~~The County and the Union have agreed to a side letter to address work completion issues specific to Caseload Social Workers working in In Home Supportive Services (IHSS). This side letter supersedes Appendix G Sections 9.6(a), 9.6(c), and 9.6(d) of the current Memorandum of Agreement (MOA) between the County and SEIU Local 521. The County and Union also agree that this side letter satisfies the obligations set forth in the decision of Arbitrator Riker. This side letter will sunset upon ratification of the successor agreement in the MOA. These work completion standards shall only apply prospectively, from the effective date of this side letter. Nothing in this side letter should be construed to limit the County's ability to assign any number of assessments to Case Management Social Workers, in its sole discretion, with the understanding that Case Management Social Workers are only expected to complete the number of assessments as calculated per month under the provisions of this side letter. This is to clarify the amount of cases assigned versus the assessments being performed.~~

- ~~1. An "assessment" shall be defined as any of the following types of visits and assessments performed by a Social Worker: intake, reassessment, courtesy, or expedited visit.~~
- ~~2. Annual and/or year shall be defined as June 1, 2019 – May 31, 2020, and each June 1 – May 31 thereafter.~~
- ~~3. A full time schedule shall be defined as forty (40) work hours per week.~~
- ~~4. Consecutive days of paid scheduled leave is defined as work days uninterrupted by a return to work. It includes weekends and County holidays, such as, Friday, Monday, and Tuesday; or, Thursday, Friday, and a County holiday on Monday. Weekends are not counted as one of the three days, but County holidays are. With respect to 4/10 schedules, if a Social Worker's day off is Wednesday, three consecutive days of scheduled leave includes Wednesday for determining whether the days off are consecutive, but is not counted as one of the three days (e.g. Mon-Thursday is considered three consecutive days off).~~
- ~~5. One work week of consecutive paid scheduled leave is defined as forty (40) hours, including County holidays. For example, Thanksgiving week, if a Social Worker takes Monday, Tuesday, and Wednesday off and Thursday and Friday are County holidays, this will constitute as one work week of consecutive paid scheduled leave and result in a reduction in the Social Worker's monthly assessment expectation.~~



6. — An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month. To calculate a Social Worker's monthly assessments expectation, the standard twenty seven (27) assessments per month expectation is reduced if the Social Worker is a Social Worker I (paragraph 3 below); Social Worker Lead (paragraph 2 below); and/or Certified Bilingual Social Worker (paragraph 4 below).

**Monthly Assessments Expectation and Assessment Reductions:**

1. — Case Management Social Workers shall complete three hundred twenty-four (324) total assessments per year and shall complete these at a rate of twenty seven (27) assessments per month.
2. — Social Worker Leads shall receive a 10% reduction in his or her annual assessments expectation, such that they shall complete two hundred ninety two (292) assessments per year, twenty four assessments (24) per month.
3. — Social Worker I's shall receive a 20% reduction in his or her annual assessments expectation, such that they shall complete two hundred fifty nine (259) assessments per year, twenty two (22) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.
4. — Certified Bilingual Social Workers shall receive a 12% reduction in his or her monthly assessments expectation for any month where 100% of the cases carried are in their certified language. The calculation of 100% will be month to month based on cases carried at the beginning of each month. Formula to calculate reduction:  $(27 - (27 \times 12\%)) = 24$ .
5. — If a Social Worker takes between three (3) and four (4) consecutive days of paid scheduled leave in any given month, or if a Social Worker Works Out of Class (WOOC) the same amount of consecutive time, his or her monthly assessments expectation shall be reduced at a rate of 1.35 assessments per consecutive day off (i.e., each day after the first day of leave or after the first day of WOOC). Unscheduled leave, scheduled leave of less than three days, intermittent leave, or nonconsecutive days of WOOC, shall not result in any reduction of monthly assessments expectation. This 1.35 rate reduction applies regardless of the number of days or weeks in any given month.
6. — If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty five percent (25%) reduction to his or her monthly assessments expectations.
7. — If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation.



8. — If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOOC between 120 and 159 hours) in any given month, he or she shall receive a seventy five percent (75%) reduction of his or her monthly assessments expectation will be reduced.

9. — If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.

10. — Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 29<sup>th</sup>, Friday 30<sup>th</sup>, Monday, 31<sup>st</sup>, Tuesday 1<sup>st</sup>, and Wednesday 2<sup>nd</sup>, and a Social Worker takes off Thursday, Friday and Monday, the workload credit reduction will be applied to the first month. If the Social Worker takes off Monday, Tuesday, and Wednesday, the workload credit reduction will be applied to the second month.

11. — Workload reductions for unscheduled absences of three (3) consecutive days or greater will be reviewed by management on a case by case basis. Management's decision to grant or deny a workload reduction cannot be grieved.

12. — Monolingual Social Workers assigned a non-English speaking case, and Certified Bilingual Social Workers assigned a case that is not English or not in the Social Worker's certified language, that requires the use of an interpreter, will receive a weight of 1.3 for that assessment, which will be applied in determining whether the Social Worker met his or her monthly assessments expectations.

13. If the County's fiscal year compliance rate for IHSS assessments drops below the State's compliance expectation of eighty percent (80%), the parties shall hold workload reviews to discuss and strategize temporary modifications to the workload expectations to achieve the State's compliance expectation.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

County and SEIU agree to TA removing Side Letter; changes below: (pg. 24)

~~SSU Unit DFCS Floater Pilot and Differential~~

Letter of Understanding

The parties (Union and County) agree to meet within 30 days of ratification to establish parameters of the DFCS Floater pilot program. This program is to provide workload balancing for vacancies and uncovered workload. The parties agree to the following:

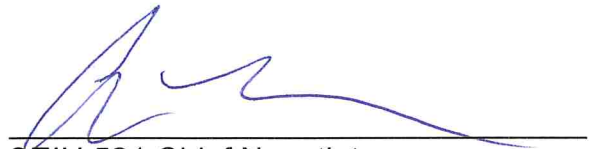
- ~~• The Department may assign up to seven (7) employees in the Social Worker II and/or Social Worker III classifications to be DFCS Floaters;~~
- ~~• The County will pay a differential of four dollars (\$4.00) per hour to employees assigned to be DFCS Floaters when performing floater work;~~
- ~~• The Department will assign Social Workers to be DFCS Floaters in a specific unit/program for a specified time period. That time period will be agreed upon by the worker and County prior to the employee starting to work as a DFCS Floater;~~
- ~~• The workload/caseload standards outlined under Appendix G shall apply to Social Workers assigned to be DFCS Floaters; and~~

The parties agree that no sooner than one (1) year from implementation of the DFCS Floater pilot program, the parties will review data, suggestions, and workload studies and the County will meet and confer if it is interested in continuing and/or modifying the terms of the DFCS Floater pilot program. If the County and the Union do not meet, then the DFCS Floater pilot program will be discontinued.



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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA removing Side Letter; changes below: (pg. 25)

**SIDE LETTER AGREEMENT BETWEEN  
Santa Clara County SSU Unit and SEIU Local 521  
Workload Committees**

~~Within ninety (90) days of ratification by the Union and adoption by the Board of Supervisors of the 2019-2023 successor Memorandum of Agreement, a Workload Committee shall be established to evaluate current workloads for each of the following units within the Social Services Agency:~~

- ~~• Adult Protective Services (APS)-DAAS~~
- ~~• Emergency Response (ER)-DFCS~~
- ~~• Resource Family Approval (RFA)-DFCS~~

~~Each Workload Committee shall consist of six (6) members: three (3) representing management and three (3) employees selected by the Union from the respective unit.~~

~~The purpose of the Workload Committee shall be to evaluate workload concerns arising from cases, tasks, and/or functions assigned to the workers and make mutually agreed-upon recommendations for consideration in the following areas:~~

- ~~• Workload Distribution~~
- ~~• Workload Efficiencies~~
- ~~• Workload Standards~~
- ~~• Workload Credits~~
- ~~• Future Trends and Staffing~~

~~Within six (6) months of the first meeting of each Workload Committee, each Workload Committee shall provide to the Department head or designee any recommendations unanimously agreed-upon by the Workload Committee (Workload Committee Recommendations). Following the submission of each set of Workload Committee Recommendations, the Parties will meet and confer, to the extent required by law, about the impacts of any Workload Committee Recommendations being implemented. The decision to implement or not implement any Workload Committee Recommendations shall not be subject to the grievance procedure.~~

~~Once each Workload Committee submits Workload Committee Recommendation(s), if any, or reaches six (6) months after the first meeting without submitting Workload Committee Recommendations, that Workload Committee shall be dissolved, unless the parties agree to extend its use. This side letter shall expire by its own terms once all committees have been dissolved or on June 15, 2023, whichever comes sooner.~~

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

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6/7/23

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023

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County of Santa Clara

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
May 31, 2023

Shared with SEIU in person on Thursday, June 7, 2023 via email

AS  
6/7

## Appendix G Tentative Agreement Guide

June 7, 2023

G.1	Salaries, Job Code, Realignment	TA Job Code List; remainder Open
G.2	Master Sections that Exclude SSU	Open
G.3	Union Security	TA CCL
G.4	Official Representatives and Stewards	TA Sections 4.1 & 4.2; remainder is Open
G.5	Layoff	TA changes
G.6	Personnel Actions	Open
G.7	Pay Practices	Open
G.8	Hours of Work and Premium Pay	Open
G.9	Workload Standards	TA Sections G.9, 9.1, 9.2, 9.3, 9.4; remainder is Open
G.10	Leave Provisions	TA Sections G.10, 10.1, 10.2, 10.3; NEW sections of 10.2 proposed by SEIU remains Open
G.11	Workers in Unclassified Positions	Open
G.12	Grievance Procedures	Open
G.13	Strikes and Lockouts	TA CCL
NEW G.14	Personal Protective Equipment	Open
Side Letters		Open
	<ul style="list-style-type: none"><li>• Agreement Between SEIU and DAAS, IHSS &amp; County</li><li>• SSU DFCS Floater Pilot and Differential</li><li>• SSU DFCS Over Standard Pilot and Differential</li><li>• County, SSU &amp; SEIU Workload Committees</li><li>• Contracting Out Pilot</li></ul>	



**County and SEIU agree to TA Job Code changes below (pg.3)**

<b>Job Code</b>	<b>Job Title</b>
E50	Eligibility Examiner
E56	Eligibility Examiner-U
E47	Eligibility Worker I
Z47	Eligibility Worker I -U
E46	Eligibility Worker II
Z45	Eligibility Worker II-U
E45	Eligibility Worker III
Z43	Eligibility Worker III -U
<del>Y04</del>	<del>Medical Social Worker I</del>
<del>Y0E</del>	<del>Medical Social Worker I-U</del>
<del>Y03</del>	<del>Medical Social Worker II</del>
<del>Y0D</del>	<del>Medical Social Worker II-U</del>
E65	Program Services Aide
Y4B	Social Services Appeals Officer
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	<del>Teaching Homemaker II</del>
<b>D20</b>	<b>Youth Engagement Specialist</b>

  
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County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

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**County and SEIU agree to TA CCL for G.3 (pg.4)**


**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.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.4.1, CCL & G.4.2, changes below: (pg. 5,6)**

**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 three (3) 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.
- d) When requested by the Union, and with prior approval of his/her manager, additional stewards or subject matter experts may attend a monthly labor/management meeting. By mutual advance agreement of the union and management, additional SMEs may be invited to the meeting.

Section 4.2 - 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~~ **they** 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.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA all sections of G.5, changes below: (pgs. 7,8,9)**

**G.5 – Layoff**

**Section 5.1 - Seniority Defined**

Except as otherwise provided in Sections 5.2 and 6.8 (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 **G.5.4** (in SSU).

**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:

This covers all programs **in the Social Services Unit**. SSU

Bilingual workers shall be selectively retained in seniority order based on the need as determined by 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.

Such determination shall be by Department/Agency, based on total monthly applications/referrals from April 1 the previous year to March 31 of the current year. 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:

- Total number of active cases as of April 1 of the current year;
- Total # **number** of funded/authorized positions as of April 1 of the current year in Intake and also in Continuing.

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

**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.

Where no caseload standards exist or where task-based assignments do exist:

**Intake:** (Total number of applications/referrals/cases of second language from previous year divided by 12) divided by (monthly average applications/referrals/cases per worker multiplied by 0.8) = total number of second language workers needed in the Department/Agency in order to retain workers out of seniority order.

**Continuing:** (Total number of current active cases of second language) divided by (average cases per worker multiplied by 0.8) = 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 0.5 or above, the result will be rounded up to the next whole number.

### 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 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.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.6.2, changes below: (pg. 10)

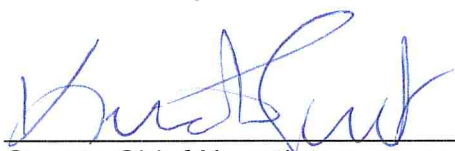
Section 6.2 – Performance Appraisal

~~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.~~

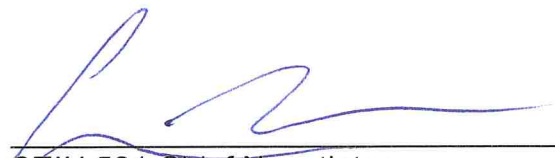
**Pursuant to California requirements for Social Service Agencies, annual performance appraisals shall occur and appraisals shall be maintained in the employee's personnel file.**

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.~~ **annually within each calendar year.**
- 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.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.7.2, changes below: (pg. 11)**

**Section 7.2 – Temporary Supervisory Assignment- Vacant Codes**

- a) **A temporary** ~~Temporary~~ supervisory assignment may be ~~assigned~~ **made** 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 Services Analyst, Social Service Program Control Supervisor, ~~Director Medical Social Services~~, the worker will receive pay consistent with the promotional pay procedure as set forth in Section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries), commencing on the first such working day.
- b) A worker temporarily assigned a 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.
- c) WOOC will be given access to all necessary programs to fulfill WOOC duties.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.8.4(b)(8), changes below: (pg. 12)**

**Section 8.4 – Lateral/Administrative Transfer Opportunities and Requests**

**b. Administrative Transfers**

8. Workers assigned to **the Julian campus** shall be considered to be in one in **and** the same geographic location.



County Chief Negotiator  
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.9, 9.1, 9.3 & 9.4, 9.6 CCL & 9.2, changes below:  
(pgs. 13,14)**

**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.

**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 adjustments of workload and/or workload standards.
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 be 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.

7. Following a written request by the union, the County shall provide specific reports requested by the union related to workload and/or caseload standards.

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

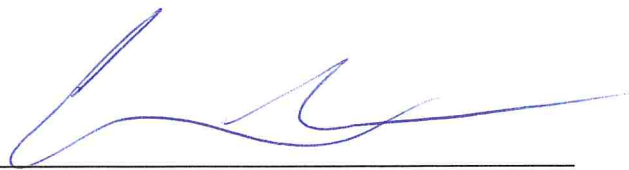
### Section 9.4 – Differential Workloads

Based on the experience level of personnel, characteristics of cases, and/or special program features, the County shall establish lower workloads for the worker.

### Section 9.6 – 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.

  
\_\_\_\_\_  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
\_\_\_\_\_  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA G.10.1 & 10.3 CCL & 10.2 changes below: (pgs. 15,16,17,18)**

**G.10 – Leave Provisions**

**Section 10.1 – Administrative Leave Without Pay**

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 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 seventy thousand dollars (\$70,000) per contract year. The fund shall be divided equally between each calendar year of the contract for the duration of the contract. Half of one year's money will be available on January 1<sup>st</sup> and half of one year's money will be available on July 1<sup>st</sup>. Funds not used for any six (6) month period shall be carried over for use in the next six (6) month period.

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.)
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~~ **they** 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~~ **they** shall be fully reimbursed in accordance with this Section.

d) Reimbursement

Total reimbursement for each worker participating in the program will not exceed two thousand (\$2,000) in each of the Fiscal Years. 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~~ **they** authorizes:

1. Deduction from ~~his/her~~ wages in the event ~~he/she~~ does **they do** not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if ~~he/she~~ leaves **they leave** County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if ~~he/she~~ leaves **they leave** 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.

**g) Youth Engagement Specialists (YES) 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 bachelor's 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 bachelor's degree.

*VS  
7/10/23*

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.

*VS  
7/10/23*

Youth Engagement Specialists will be eligible to utilize Section G.10.2 "Educational Leave and Tuition Reimbursement" for ~~non~~-bachelor's degree courses. The total monetary amount will not exceed the maximum individual cap G.10.2, during a fiscal year.

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.

*VS  
7/10/23*

- 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 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.

  
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County Chief Negotiator  
Kristen Sweet, Labor Relations

  
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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

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**County and SEIU agree to TA CCL for G.11 (pg.19)**

**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, provided there has been no break in County service.

  
County Chief Negotiator  
Kristen Sweet, Labor Relations

  
SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



**County and SEIU agree to TA CCL for G.13 (pg.20)**

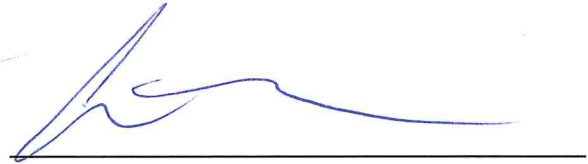
**G.13 – Strikes and Lockouts**

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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County Chief Negotiator  
Kristen Sweet, Labor Relations



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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator



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6/29/2023

From the  
County of Santa Clara  
To the  
Service Employees International Union, Local 521  
Probation Counselor Safety Unit  
Bargaining Proposal No. 8  
June 28, 2023

7/5/23 MR

MR 7/5/23

MR 7/5/23

TA mg 6/29/23

TA mg 6/29/23

The County does not agree to the Union's PCSU proposal emailed on 6.26.2023 12:21pm. The County offers the following counterproposal as a package proposal. The union must accept or reject the package proposal in its entirety:

7/5/23 MR

1. **Salaries - CCL**

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

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

Handwritten notes: 7/5/23, CCL, 7/5/23

2. **Probationary Periods - CCL**

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

3. **Salary Alignments - CCL**

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

Probation Counselor I  
Probation Counselor II

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

Probation Assistant I  
Probation Assistant II

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

4. **Safety Retirement - County holds to CP May 31**

Classic Members:

For Classic PERS Members (Classic Member), workers in the classifications of

From: SCCo To: SEIU June 28, 2023  
This proposal includes all previous proposals unless specifically modified herein.  
All TAs subject to ratification by the BOS.  
New language is underlined.  
Deleted language is ~~struck through~~.  
Current Contract language is CCL.

TA msg 6/29/23

TA  
msg

6/29/2023

7/5/23 MR

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

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

PEPRA Members:

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

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

This paragraph is intended to state the existing benefits of PCSU bargaining unit employees as of June 26, 2023. Nothing herein is intended to change retirement benefits or cost-sharing of PCSU bargaining unit employees or to change the County's practices for calculating the effective wage.

The County agrees that the subject of retirement shall be negotiated at the Master Table.

From: SCCo To: SEIU June 28, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

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5. **Probation Assistant Lead Differential – County not in agreement w/UP from June 22 and counters**

Incumbents in the classification of Probation Assistant III/I when designated assigned to perform the full range of lead duties, as provided below, at a minimum security facility shall receive a differential of two five dollars and seventy five cents (\$2,755.00) for each hour actually worked.

a) Lead duties consist of the following:

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

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

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

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

7. **Workers' Compensation, Public Safety Members - CCL**

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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.

**8. Equipment - CCL**

The Department will select and issue flashlights to workers. Workers are required to carry and department issued safety equipment while on duty.

**9. Uniforms – County holds to CP May 31**

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

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

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

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

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

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

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

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**10. Safety Shoe Allowance -TA**

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

**11. Training**

In addition to the 24 hours of required training per year, the County and the Union shall mutually agree on up to eight additional hours of annual training during a Labor-Management meeting, subject to the following conditions:

- a. The worker must complete the 24 hours of required training before being allowed to take any additional trainings each year. The County agrees to the extent possible, that the required training(s) shall be offered at various times throughout the year. Some specialized trainings or those only offered by outside vendors may be limited and only held on a specific date.
- b. The worker will only be allowed to take additional trainings if it does not result in overtime.

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

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

**County Proposal to SEIU 7/7/23  
Appendix I Supervisory Unit  
TA's #2 to County and Union Proposals**

**LANGUAGE INTEGRATED W/ SEIU LOCAL 521 MASTER CONTRACT**

*Below items or sections of the SEIU Local 521 Supervisory Chapter contract that the County and the Union agreed to use SEIU Local 521 Master language with exceptions outlined below.*

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

- Section 3.7 New Worker Orientation
- ~~Section 4.1 Official Representatives~~
- ~~Section 4.2 Notification of Stewards~~
- ~~Section 4.3 Chief Stewards~~
- Section 5.1 Seniority Defined
- Section 5.4 Consideration of Layoff
- Section 5.5 Order of Layoff
- Section 5.7 Reassignment in Lieu of Layoff
- Section 5.8 Administrative Transfers
- Section 5.12 Names Dropped From Reemployment List
- Section 6.4 Counseling and Unfavorable Reports
- Section 6.11 Performance Appraisal Program
- Section 6.13 Lateral Transfers
- Section 8.8 Non-Contiguous Overtime Guarantee
- Section 8.11 Temporary Work Location
- Section 8.12 Bilingual Pay
- Section 8.17 Notary Public Differential
- Section 12.15 Drivers Licenses
- ARTICLE 19 Grievance Procedure

Supers

*Below items or sections of the SEIU Local 521 Supervisory Chapter will remain and will be reflected in Appendix I.*

**I.1 – Salaries (excluding Realignment)**

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

Job Code	Job Title
E52	Associate Program Coordinator
E43	Associate Staff Development Specialist

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E44	Eligibility Work Supervisor
E51	Program Coordinator
Y48	Social Service Analyst
Y23	Social Work Supervisor
Y22	Social Work Training Specialist
P66	<del>SSA Application Decision Support Specialist I</del>
P65	SSA Business Policy Implementation Specialist
P65	<del>SSA Application Decision Support Specialist II</del>
E42	Staff Development Specialist

The duties of these classifications shall remain substantially dissimilar to those of their subordinates.

For purposes of this agreement, the terms of this agreement do not apply to uncoded (extra help) classifications and is subject to negotiations in the successor agreement.

## **I.2 – Union Security**

### I.2.1 – New Supervisory Employee

The Department will notify the Chief Steward upon the hiring and/or promotion of an employee new to the Supervisor unit. The Chief Steward or steward shall be allowed to schedule thirty (30) minutes to make a presentation, present information and answer questions of employees in classifications represented by the organization Supervisory unit.

## **I.3 – Official Representatives and Stewards**

### I.3.41 – Official Representative & Chief Steward 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.

### I.5.2 – Counseling and Unfavorable Reports

- a) Counseling In the event that an employee's performance or conduct is unsatisfactory or needs improvement, the employee's first level manager shall provide informal verbal or written counseling. Counseling should normally be separate from on-going worksite dialogue and regularly scheduled supervisor and

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manager meetings (i.e. 1:1 monthly supervisor and manager meetings). Counseling should address performance or conduct which requires improvement. Documentation of such counseling shall be given to the employee at the time of the counseling and shall not be placed in the employee's personnel file. When the situation allows, the County will use counseling prior to any unfavorable reports being issued.

Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

- b) Unfavorable Reports on Performance or Conduct If upon such counseling an employee'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 employee and a copy filed in his/her personnel file. No unfavorable reports shall be placed in an employee's file unless such report is made within twenty (20) working days of the County's knowledge of the occurrence or incident, which is the subject of this report. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion to their personnel file.

## **I.6 – Supervisory Practices**

### I.6.1 – Changes

In the event of major changes in work expectations 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 work expectations.

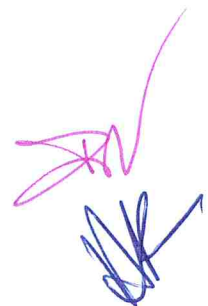
### I.6.2 – Orientation

- a. All newly hired or newly promoted supervisors shall be given two (2) days of orientation prior to taking responsibility for the unit. In addition, forty (40) hours of training shall be provided and attended within one hundred and eighty (180) days of commencement of duties as supervisor.
- b. Employees in the social work series who, as the result of layoff, are displaced into the eligibility work series shall be given twenty-four (24) hours of training within the first thirty (30) working days after commencing their new duties.

### I.6.4 – Supervisory Ratio

The Social Services Agency recognizes that there is benefit to be received from achieving and maintaining appropriate spans of control for supervisors to ensure quality work is performed in each area.

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### I.6.5 – Trainer Preparation Time

The County will provide adequate periods of training preparation when Social Work Training Specialist, Staff Development Specialist and Associate Staff Development Specialist design, develop, or deliver new, existing, or updated training as follows:

1. Preparation time of research, design, and development of new training (which includes curriculum, presentation, exercises/activities, practice, job aides/handouts & other miscellaneous): up to 14 hours per 1 hour of instructional time. depending on trainer knowledge, experience, and available resources.
2. For existing training where updates are required: up to 3 hours per 1 hour of training content. This only applies to the specific areas of the training content where revisions are required – it does not apply to the entire subject/topic presentation hours.
3. Preparation time to deliver a pre-existing training where updates are NOT required, where trainer has not previously presented the content and requires adequate time to familiarize themselves with the content and materials, including practicing presentation of materials: up to 2 hours per 1 hour of training content.

Additional preparation may be granted if the need arises or when management has made a major change in the trainer's assignment.

A discussion between the worker and their supervisor/manager shall occur to establish the appropriate amount of preparation time needed in preparation for a training based on the needs of the specific contents of the training as well as the knowledge and experience of the specific trainer.

### I.6.6 – Staffing

- a) In all cases of promotion and transfer requests, supervisors shall have the opportunity to interview and recommend for selection the employee on the appropriate list to be transferred or assigned to the supervisor's unit.
- b) In case of administrative transfers, supervisors shall be consulted in advance of any assignment of a new employee and given the opportunity to offer objections and alternate assignment suggestions. The final decision will be made by management.

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I.7.6 – Board of Behavioral Sciences (BBS) Differential

Social Work Supervisors who are licensed with a Board of Behavioral Sciences (BBS) license and are actively providing clinical supervision within the County of Santa Clara Social Services Agency shall be compensated annually at a flat rate of five-hundred dollars (\$500) payable in the month of March.

I.7.57 Transfer Opportunities

~~The County shall continue a transfer information system which workers will access online to obtain information on transfer opportunities for classifications within the Social Services Agency resulting from:~~

- ~~1. — New positions authorized to the Agency, and~~
- ~~2. — Vacancies resulting from promotion, resignation, termination, or transfer.~~

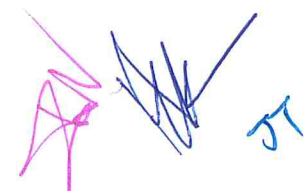
~~Such Transfer opportunities shall be listed with the transfer information system on a quarterly basis. Any necessary temporary administrative reassignments may be implemented within the Agency pending regular selection and assignment.~~

~~Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the positions.~~

a) **Transfer Requests**

Employees holding permanent and probationary status in a classification who wish to transfer to another position in the same classification within the Agency shall submit their request four (4) times a year using the on-line transfer information system. 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 up to five (5) names on the transfer list with the most County service seniority based on the payroll statement - days of accrued service prior to requesting the appropriate Merit System eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25-184(c).

- b) For Social Work Supervisors in the ER Bureau at Julian location: When a vacancy occurs in the ER Bureau, a lateral transfer will first be made available to permanent status workers in the same class who are already performing the same programs and functions in his/her unit. Should there be volunteers in the ER Bureau units that meet the requirements and specialized qualifications required for the position, management must choose from this pool of volunteers to fill the position by seniority. ER unit volunteers may not apply for the lateral transfer if they have been



### I.7.1 – On-Call Pay

- a) **Beepers or Cell Phones-**  
Beepers or cell phones shall be provided to all employees when placed on on-call status. On-Call pay is subject to all provisions of Article 8, Section 8.7 On-Call Pay.

### I.7.2 – Call-Back Pay

- a) If overtime work does not immediately follow or precede the regular work shift a minimum of four (4) call-back time shall be credited the employee. Supervisors 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 of the Master Agreement. Employees will be credited for each call-back during a scheduled shift.

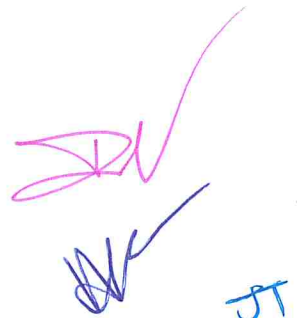
b) **Non-Contiguous Overtime Pay**

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 when up to four (4) hours of work is assigned. Non-contiguous overtime pay is subject to all the provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. 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. Noncontiguous overtime will be voluntary.

### I.7.4 Multilingual Differential

- a) The County will pay a differential of one hundred ninety dollars (\$190) a month to bilingual workers covered by the Social Services Supervisory Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for a third language certification (trilingual), and an additional twenty dollars (\$20) per month for a fourth language certification (quadrilingual).
- b) The County and the Union shall meet at least once during the term of this Agreement to review the number and location of bilingual positions designated.
- c) First-line supervisors and staff support employees may receive bilingual pay if their positions have been designated as bilingual.
- d) Certification for a second language will be done in accordance with current bilingual certification procedures.

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disciplined as defined in section 6.4 and 6.5 for attendance or performance within the last 9 months. The resulting vacancy that occurs in the ER Bureau will be filled following the process specified in 6.13

c) **Administrative Transfers**

Administrative transfers between geographic locations will be made as follows:

1. Volunteers in order of most County seniority (days of accrued service).
2. Assigned by inverse County seniority (days of accrued service).
3. Supervisory Unit members in South County shall be considered to be in the same geographical location.

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

The assignment preference of the supervisory unit member, if any, including that to other bureaus, is a proper subject of consideration.

## I.10 – Grievance Procedure

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, 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.

### I.10.1 – Grievance Defined

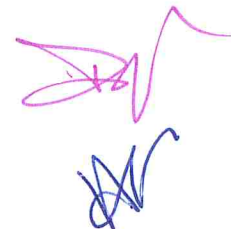
a) **Definition**

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 an employee's personal rights (i.e., discrimination, harassment) affecting the working conditions of the employees covered by this Agreement, except as excluded under Section 18 19.1(b) of the Master Agreement.

b) **Matters Excluded From Consideration Under the Grievance Procedure**

1. Disciplinary actions taken under Section 708 of the County Charter.

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2. Probationary release of employees.
3. Position classification.
4. Workload/Caseload, except as provided in Article 7.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Article 2 – (No Discrimination) of the Master Contract
8. Items within the scope of representation and subject to the meet and confer process.

#### I.10.2 – Grievance Presentation

Employees 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 employees, 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 employees represented by the Union without notification to and consultation with the Union.

#### I.10.3 – 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 an employee 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.

#### I.10.4 – Notice/Time Limits

Notices shall be considered given/presented when deposited in the U.S. Mail and addressed to the last known address or when personally delivered. 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 move to the next step.

#### I.10.5 – Informal Resolution

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of

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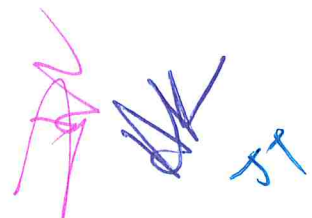
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dissatisfaction before it serves as the basis for a formal grievance. A meeting should normally take place if it is agreed by the parties that such meeting would assist in clarifying or resolving the grievance. The employee may be accompanied by his/her 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.

#### I.10.6 – Formal Grievance

a) **Step One**

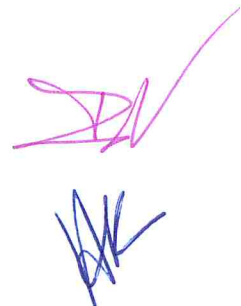
Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to Labor Relations, and this copy shall dictate time limits. The grievance form shall contain information which identifies:

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 employee to enter the grievance.

The County shall respond in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be sent to the person identified in (7) above and the grievant(s). A copy shall be sent to the Union and this copy shall dictate time limits. At this step, a meeting shall be held prior to the County's response upon request of either party.

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 to the County Executive's designated representative a written request that the grievance be referred to an impartial arbitrator.



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The County shall request a list of seven arbitrators from the State Mediation and Conciliation Service within five (5) working days of receipt of the request for arbitration.

c) **Step Three – Pre-Arbitration Meeting**

Prior to grievances being arbitrated, they shall be reviewed by Union and Management at a Pre-Arbitration Meeting.

The parties will review all pertinent information and attempt to reach a settlement.

I.10.7 – Arbitration

- a) All grievances unresolved at the Pre-Arbitration Meeting shall be heard by an arbitrator.
- b) The County and the Union shall select the arbitrator by mutual agreement or by each side striking one name from a list of seven (7) provided by the State Mediation and Conciliation Service. The arbitrator shall be advised that the arbitration will be conducted according to the following rules and agree to abide by them:
  1. Arbitration proceedings shall be reported at the request of either party and the court reporter's fee will be shared equally by the parties. If a transcript is ordered by the arbitrator and/or both parties, the cost will be shared equally. If only one party orders a transcript, that party shall pay for it.
  2. The parties shall generally be represented by staff advocates, unless either party requests that attorneys be utilized. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
  3. 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 or requested by the arbitrator.
  4. The arbitrator shall render his or her decision in writing within thirty (30) days after each party has presented and summarized its case.
  5. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases argued during that day's hearing.

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




employee or the Union and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee 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.

I.10.8 – Arbitration Release Time

- a) The employee 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 employee 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 will also 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 employee's own leave time - provided the absence does not unduly interfere with the performance of service.

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APPENDIX I – SUPERVISORY UNIT

7/7/23  
2:12pm

County Proposal #10 to SEIU 7/7/2023  
Appendix I Supervisory Unit

County Response: Decline 7/5/23 UP  
County modifies proposal (CP) 7/7/23:

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
E44	ELIGIBILITY WORK SUPERVISOR	0.50% 1.00%
Y48	SOCIAL SERVICES ANALYST	3.50% 1.00%
W0A	SOCIAL SERVICES ANALYST – U	3.50% 1.00%
Y23	SOCIAL WORK SUPERVISOR	3.00% 1%
Y22	SOCIAL WORK TRAINING SPECIALIST	3.00% 4.11%
Q73	SSA APPLICATION DEC SUP SPEC II – U	4.50%
P65	SSA APPLCATION DEC SUP SPEC II	4.50%
Q74	SSA APPLCATION DEC SUP SPEC I – U	4.50%
P66	SSA APPLICATION DEC SUP SPEC I	4.50%
E42	STAFF DEVELOPMENT SPECIALIST	1.00%
E43	ASSOCIATE STAFF DEVELOPMENT SPECIALIST	0.75%

I.2 – County and Union TA to CCL

I.3 – County and Union TA to CP 5/12/23 proposal to delete I.3  
County agrees to UP 6/7/23 (keep I.3.4)

I.5 – County and Union TA to CCL 6/20/23 – I.5.2 – (Counseling and Unfavorable Reports)

I.6 – County Response: Decline 6/15/23 UP;  
County holds to 5/12/23 proposal to keep CCL

I.6 – County and Union TA 7/5/23 - Supervisory Practices

County and Union TA to CCL 7/5/23 on I.6.7 – Staffing and Uncovered Caseloads

I.7.1 & I.7.2 - County and Union TA to CCL 6/26/23

I.7 – Premium Pay

From: SCCo To: SEIU July 7, 2023

This proposal includes all previous proposals unless specifically modified herein

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is ~~struck through~~.

Current contract language is CCL

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7/7/2023  
@ 2:32pm

**County modifies 6.24.23 CP – 7/5/23 (County TA to UP for 6% DFCS SWS Differential)**

1.7.3 DFCS Pay Differential for Social Work Supervisors

Employees in the classification of Social Worker Supervisor who are in a ~~Dependency Intake Unit, Continuing Unit, Voluntary Family Maintenance Unit, the CANG, Non-Minor Dependent Unit, Dually Involved Unit, Adoption Finalization Unit, Resource Family Approval Unit, Post-Adoption Unit, Placement unit, Social Worker I Supervisors and Joint Decision Making Unit~~ in the Department of Family and Children Services, (DFCS), shall receive a differential of six (6%) percent of base wage.

Emergency Response Supervisors in the classification of Social Work Supervisor in Department of Family and Children Services, (DFCS), shall receive a differential of ~~eight~~ nine (8%~~9~~%) percent of base wage.

Adult Protective Services (APS) - Social Work Supervisors regularly assigned to work in an Emergency Response (ER) Unit, a Financial Abuse Specialist Team (FAST) Unit, or a Self-Neglect Unit shall be paid a six percent (6.00%) differential above their base rate.

**County Response: Decline 7/5/23 UP (Decline CalWORKS differential) – Holds to 6/26/23 CP**

1.7.5 – Floater Differential

Eligibility Work Supervisors in Continuing CalFresh or CalWORKS units who are supervising an Eligibility Worker floater(s) shall be paid a differential of one dollar and fifty cents (\$1.50) per hour.

1.7.6 – Board of Behavioral Sciences (BBS) Differential

Social Work Supervisors who are licensed with a Board of Behavioral Sciences (BBS) license and are actively providing clinical supervision within the County of Santa Clara Social Services Agency shall be compensated annually at a flat rate of five-hundred dollars (\$500) payable in the month of March.

1.7.67 – Transfer Opportunities - County and Union TA to CP 6/20/23

1.10 – Grievance Procedure

County and Union TA 6/26/23 on modified language (CP)

From: SCCo To: SEIU July 7, 2023

This proposal includes all previous proposals unless specifically modified herein.

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Deleted language is struck through.

Current contract language is CCL

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## APPENDIX I – SUPERVISORY UNIT

6/7/2023

### Appendix I Supervisory Unit TA's to County and Union Proposals

#### County and Union agree to CCL (CP 5/12/23)

#### I.4 – Layoff

##### I.4.1 - Seniority Defined

Except as otherwise provided in Sections 5.2 5.7 and 6.9 6.10 6.14 of the Master Agreement, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any coded classification with the County. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h). All time on Workers' Compensation, military leave, paternity and maternity leave shall be counted towards days of accrued service.

##### I.4.2 – Order of Layoff

The department shall at least annually determine the number of positions in each classification that require an MSW and/or a specific skill paid for through a differential. The plan must be approved by the Director of Personnel. In all cases, the employees in the department certified in that skill or possessing an MSW shall be retained in order of seniority until the requisite number of positions are filled. It is the understanding of the parties that the term "skill" as used in this section relates to bilingual or multilingual skills. Prior to any other "skill" being added, the parties shall meet and confer. When one (1) or more employees 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 employees in inverse order of seniority.
- b) Probationary employees in inverse order of seniority.
- c) Permanent workers in inverse order of seniority.

##### I.4.3 – Reassignment in Lieu of Layoff

###### a) **Vacant Code in County**

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position in the same classification in any County department/agency, provided the employee meets the specialized qualifications which may be established through testing and examination or by selective certification.

###### b) **Former Classification**

In the event there are no vacant codes in the same classification in any department/agency, an employee will be offered a vacant position in any

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All Tas subject to ratification by the BOS.

New language is underlined.

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Current contract language is CCL

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classification at the same level in which permanent status had formerly been held, first in the affected department/agency and then County-wide. The employee will not be allowed to transfer to a vacancy that requires an MSW or skills as defined in Section 5.4 5.5 of the Master Agreement (Order of Layoff) not possessed by that employee.

c) **Displacement**

In the event there are no vacancies as listed in (a) or (b) above, the employee shall have the right, upon request, to be returned to any classification in the department/agency at the same level in which permanent status had formerly been held and the regular layoff procedure in that same level shall apply.

**County and Union agree to CP 5/12/23**

**I.5 – Personnel Actions**

**I.5.1 – Performance Appraisal**

It is the intent of the parties to foster a positive performance system, which is designed to provide employees and managers 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 improvement.

Appraisal and guidelines can be found on the County website.

The specific elements of agreement are as follows:

- a. Appraisals for all employees in this Unit shall be completed and have reports issued between May 1 and September 1 annually within each calendar year.
- b. An employee who is dissatisfied with his/her appraisal may request and receive a review from the next level of supervision.
- c. Annual appraisal reports shall be placed in the employee's departmental personnel file, as well as the manager's or supervisor's file. Annual appraisal reports shall not be placed in the ESA-HR personnel file.
- d. Appraisals will not be used by the County in the disciplinary process or for the purpose of transfers or for the purpose of promotions.
- e. Both the manager and employee shall be trained in the appraisal process before an appraisal can be completed with that employee.

- f. In the event that an SEIU Local 521 Supervisory Unit employee is supervised by more than one supervisor/manager during the appraisal period, each employee may receive more than one appraisal for the period.

**County and Union agree to CCL (CP 5/12/23)**

**I.8 – Pay Practices**

I.8.1 – Part-Time Salaries

- a) Split Codes  
Requests for split codes shall not be unreasonably denied.

I.8.2 - Temporary Higher Classification Assignment

- a) Temporary higher classification assignment may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed with approval of the Director of Personnel or designee. When an employee is assigned all the significant duties of a higher classification the employee will receive pay consistent with the promotional pay procedure as set forth in Article 7, Section 7.3, of the Master Agreement commencing on the first such working day.
- b) Employees must meet the minimum qualifications of the higher classification.
- c) An employee temporarily assigned temporary higher classification assignment shall receive pay for:
1. Holidays when the employee is assigned temporary higher classification assignment the day prior to and following the holiday.
  1. Sick leave absences when the employee is assigned temporary higher classification assignment and while absent is not relieved by the incumbent or by another employee assigned temporary higher classification assignment in the same position.

I.8.3 -Acting Unit Manager-Work Out of Classification (WOOC)

A supervisory unit employee may be assigned by the appropriate manager to cover occupied codes for an absence period of one workday or greater for any higher classification. The assigned employee(s) shall receive pay consistent with Article 7, Section 7.3 of the Master Agreement commencing on the first (1<sup>st</sup>) working day.

WOOC assignments will be rotated as equally and as equitable among the employees within their reporting areas/work locations. If there are no employees available, the manager may go outside the reporting areas/work locations.

## County and Union agree to CCL (CP 5/12/23)

### I.9 – Leave Provisions

#### I.9.1 – Compulsory Leave

##### a) **Court Related**

The appointing authority may require an employee 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 employee's 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 employee.

##### 1. **Determination of Innocence**

If there is a determination of innocence or the charges are dropped, the employee 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.

##### 2. **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 employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

#### I.9.2 – Leave Without Pay

##### a) **Reasons Granted**

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided written notice is given at least five (5) working days in advance. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice of at least twenty working days 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.
4. Paternity leave, not to exceed six (6) months.

### I.9.3 – Professional Development

#### a) **General**

1. The County will fund, on a matching basis, up to ten thousand dollars (\$10,000) per fiscal year for group and individual professional development and for education, as described in sections "b" and "c". This funding is over and above the County-wide tuition reimbursement program and departmental programs as presently funded/budgeted.
2. The ten thousand dollars (\$10,000) will initially be allocated as follows: seven thousand dollars (\$7,000) individual; three thousand dollars (\$3,000) group.
3. The Professional Development Fund will be administered and requests reviewed/ approved by a County/Union Committee consisting of three (3) persons having equal status: one designated by the County, one designated by the Union, and a third party agreeable to both the County and the Union. Decisions and actions of the Committee shall be by majority vote. They will meet at least weekly, if required, on a regularly scheduled basis. They will jointly develop the procedures and forms necessary for operation of the program as described herein, and revise them as necessary.

#### b) **Individual**

1. Funded on a matching basis: fifty percent (50%) by the employee and fifty percent (50%) by the County, up to a maximum County contribution of eight hundred dollars (\$800.00) for any individual per fiscal year and subject to the other limitations set forth herein.
2. The requested expenditure must relate to the employee's job or one to which he or she could reasonably aspire within County service.
3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.

  
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4. At least five (5) working days must be allowed for prior approval and ten (10) working days for a cash advance (if appropriate) in the amount of the estimated County contribution.
5. Allowable expenses shall include but not be limited to: conference and seminar registration fees; Licensed Clinical Social Worker initial exam fee, Licensed Clinical Social Worker 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, car rental, etc., per County reimbursement policy, procedures and schedules. An itemized statement of expenses shall be submitted by the employee for reimbursement or accounting as the case may be.

c) **Group**

1. Funded on a matching basis: twenty-five percent (25%) by the participating employees and/or the Union, and seventy-five percent (75%) by the County.
2. The Union will plan and budget group programs for review and approval by the County/Union Committee. Each proposed program will be considered separately on its own merits.
3. The Union will administer the approved programs, making all the necessary arrangements, etc.
4. Release time will be provided for such programs.

**County and Union agree to Delete CCL (UP 5/12/23)**

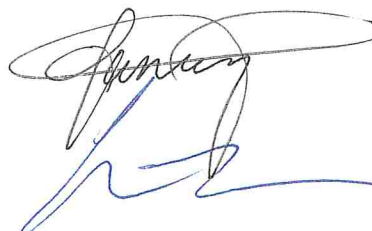
**~~I.11 – Guidelines For Departmental Safety Committees~~**

**~~Established by the County Wide Joint Labor/Management Safety Committee~~**

**~~I.11.1 – Employee Representatives~~**

**~~In the event that no Union Safety Steward is designated by the Union, employee representatives shall be elected by a democratic vote conducted by the Union.~~**

From: SCCo To: SEIU June 7, 2023  
All Tas subject to ratification by the BOS.  
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# APPENDIX I – SUPERVISORY UNIT

## Summary of Changes

### LANGUAGE INTEGRATED W/ SEIU LOCAL 521 MASTER CONTRACT

*Below items or sections of the SEIU Local 521 Supervisory Chapter contract that the County and the Union agreed to use SEIU Local 521 Master language with exceptions outlined below.*

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

Section 3.7	New Worker Orientation
<del>Section 4.1</del>	<del>Official Representatives</del>
<del>Section 4.2</del>	<del>Notification of Stewards</del>
<del>Section 4.3</del>	<del>Chief Stewards</del>
Section 5.1	Seniority Defined
Section 5.4	Consideration of Layoff
Section 5.5	Order of Layoff
Section 5.7	Reassignment in Lieu of Layoff
Section 5.8	Administrative Transfers
Section 5.12	Names Dropped From Reemployment List
Section 6.4	Counseling and Unfavorable Reports
Section 6.11	Performance Appraisal Program
Section 6.13	Lateral Transfers
Section 8.8	Non-Contiguous Overtime Guarantee
Section 8.11	Temporary Work Location
Section 8.12	Bilingual Pay
Section 8.17	Notary Public Differential
Section 12.15	Drivers Licenses
ARTICLE 19	Grievance Procedure

*Below items or sections of the SEIU Local 521 Supervisory Chapter will remain and will be reflected in Appendix I.*

### I.1 – Salaries

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

Job Code	Job Title
<del>E52</del>	<del>Associate Program Coordinator</del>
E43	Associate Staff Development Specialist
E44	Eligibility Work Supervisor
<del>E51</del>	<del>Program Coordinator</del>

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## APPENDIX I – SUPERVISORY UNIT

Y48	Social Service Analyst
Y23	Social Work Supervisor
Y22	Social Work Training Specialist
<del>P66</del>	<del>SSA Application Decision Support Specialist I</del>
P65	SSA Business Policy Implementation Specialist
<del>P65</del>	<del>SSA Application Decision Support Specialist II</del>
E42	Staff Development Specialist

The duties of these classifications shall remain substantially dissimilar to those of their subordinates.

For purposes of this agreement, the terms of this agreement do not apply to uncoded (extra help) classifications and is subject to negotiations in the successor agreement.

### Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
<del>E42</del>	<del>STAFF DEVELOPMENT SPECIALIST</del>	<del>1.00%</del>
<del>E43</del>	<del>ASSOCIATE STAFF DEVELOPMENT SPECIALIST</del>	<del>0.75%</del>
E44	ELIGIBILITY WORK SUPERVISOR	0.50% <u>1.00%</u>
Y48	SOCIAL SERVICES ANALYST	3.50% <u>1.00%</u>
W0A	SOCIAL SERVICES ANALYST - U	3.50% <u>1.00%</u>
Y23	SOCIAL WORK SUPERVISOR	3.00% <u>1.00%</u>
Y22	SOCIAL WORK TRAINING SPECIALIST	3.00% <u>4.11%</u>
<del>Q73</del>	<del>SSA APPLICATION DEC SUP SPEC II - U</del>	<del>4.50%</del>
<del>P65</del>	<del>SSA APPLCATION DEC SUP SPEC II</del>	<del>4.50%</del>
<del>Q74</del>	<del>SSA APPLCATION DEC SUP SPEC I - U</del>	<del>4.50%</del>
<del>P66</del>	<del>SSA APPLICATION DEC SUP SPEC I</del>	<del>4.50%</del>

### I.2 – Union Security

#### I.2.1 – New Supervisory Employee

The Department will notify the Chief Steward upon the hiring and/or promotion of an employee new to the Supervisor unit. The Chief Steward or steward shall be allowed to schedule thirty (30) minutes to make a presentation, present information and answer questions of employees in classifications represented by the organization Supervisory unit.

### I.3 – Official Representatives and Stewards

#### I.3.1 – 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~~

New language is underlined.

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## APPENDIX I – SUPERVISORY UNIT

agrees to provide release time to no more than three (3) Official Representatives at a given meeting for the following purposes:

- ~~1. Attendance at meetings with Management, either at the departmental or Countywide 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. The Official Representatives and/or their alternates will be responsible for maintaining a log of hours and dates of release time and will provide this log to their supervisors and to the Office of Labor Relations 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.~~

### 1.3.2 Stewards

- a) ~~The Union agrees to notify the County Office of Labor Relations and SSA Administration of the names of their Stewards, Assistant Chief Stewards and Chief Stewards. The Union shall provide annual listings of employees identified as Assistant Chief Stewards, Chief Stewards, Stewards, and, in addition, Alternate Stewards and Safety Stewards at the beginning of each contract year and updated as replacement Stewards are elected. Alternate Stewards may be designated to perform Steward functions during the absence or unavailability of the Steward. Management will notify the Union of the appropriate Management representatives in each office to be contacted by the Steward in carrying out his/her duties as Steward.~~
- b) ~~The Union may designate one (1) Chief Steward, one (1) Assistant Chief Steward and up to eleven (11) Stewards for Bureaus and/or work locations.~~
- c) ~~It is agreed that meetings at which a Steward is entitled to release time are limited to:~~
- ~~1. A meeting of the Steward and an employee, or employees of the unit related to a grievance or appeal.~~
  - ~~2. A grievance meeting with Management.~~

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## APPENDIX I – SUPERVISORY UNIT

- ~~d) — It is agreed that reasonable time for investigation and handling grievances will be allowed. Time off for grievance handling shall not unduly interfere with the performance of a Steward's duties as an employee 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) employee will be authorized release time on behalf of the aggrieved.~~
- ~~e) — 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 immediately upon return to duty. The Log Sheet shall be submitted to the Office of Labor Relations monthly.~~

### 1.3.3 – Employee Contact with Stewards

- ~~a) — If an employee 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 employee shall sign out on the Unit Sign Out Log, indicating the Steward's name and work location. Upon return, the employee shall note the time returned in the Log.~~
- ~~b) — The parties agree that in handling grievances, the employee and the Steward will use only the amount of time necessary to handle the grievance.~~
- ~~c) — The Steward will inform the employee's supervisor when entering that area.~~

### 1.3.41 – Official Representative & Chief Steward 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.

## 1.4 – Layoff

### 1.4.1 - Seniority Defined

Except as otherwise provided in Sections 5.2 5.7 and 6.9 6.10 6.14 of the Master Agreement, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any coded classification with the County. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h). All time on Workers' Compensation, military leave, paternity and maternity leave shall be counted towards days of accrued service.

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## APPENDIX I – SUPERVISORY UNIT

### I.4.2 – Order of Layoff

The department shall at least annually determine the number of positions in each classification that require an MSW and/or a specific skill paid for through a differential. The plan must be approved by the Director of Personnel. In all cases, the employees in the department certified in that skill or possessing an MSW shall be retained in order of seniority until the requisite number of positions are filled. It is the understanding of the parties that the term "skill" as used in this section relates to bilingual or multilingual skills. Prior to any other "skill" being added, the parties shall meet and confer. When one (1) or more employees 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 employees in inverse order of seniority.
- b) Probationary employees in inverse order of seniority.
- c) Permanent workers in inverse order of seniority.

### I.4.3 – Reassignment in Lieu of Layoff

#### a) **Vacant Code in County**

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position in the same classification in any County department/agency, provided the employee meets the specialized qualifications which may be established through testing and examination or by selective certification.

#### b) **Former Classification**

In the event there are no vacant codes in the same classification in any department/agency, an employee will be offered a vacant position in any classification at the same level in which permanent status had formerly been held, first in the affected department/agency and then County-wide. The employee will not be allowed to transfer to a vacancy that requires an MSW or skills as defined in Section 5.4 5.5 of the Master Agreement (Order of Layoff) not possessed by that employee.

#### c) **Displacement**

In the event there are no vacancies as listed in (a) or (b) above, the employee shall have the right, upon request, to be returned to any classification in the department/agency at the same level in which permanent status had formerly been held and the regular layoff procedure in that same level shall apply.

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## APPENDIX I – SUPERVISORY UNIT

### I.5 – Personnel Actions

#### I.5.1 – Performance Appraisal

It is the intent of the parties to foster a positive performance system, which is designed to provide employees and managers 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 improvement.

Appraisal and guidelines can be found on the County website.

The specific elements of agreement are as follows:

- a. Appraisals for all employees in this Unit shall be completed and have reports issued ~~between May 1 and September 1~~ annually within each calendar year.
- b. An employee who is dissatisfied with his/her appraisal may request and receive a review from the next level of supervision.
- c. Annual appraisal reports shall be placed in the employee's departmental personnel file, as well as the manager's or supervisor's file. Annual appraisal reports shall not be placed in the ESA-HR personnel file.
- d. Appraisals will not be used by the County in the disciplinary process or for the purpose of transfers or for the purpose of promotions.
- e. Both the manager and employee shall be trained in the appraisal process before an appraisal can be completed with that employee.
- f. In the event that an SEIU Local 521 Supervisory Unit employee is supervised by more than one supervisor/manager during the appraisal period, each employee may receive more than one appraisal for the period.

#### I.5.2 – Counseling and Unfavorable Reports

- a) Counseling In the event that an employee's performance or conduct is unsatisfactory or needs improvement, the employee's first level manager shall provide informal verbal or written counseling. Counseling should normally be separate from on-going worksite dialogue and regularly scheduled supervisor and manager meetings (i.e. 1:1 monthly supervisor and manager meetings). Counseling should address performance or conduct which requires improvement. Documentation of such counseling shall be given to the employee at the time of the counseling and shall not be placed in the employee's personnel file. When the situation allows, the County will use counseling prior to any unfavorable reports being issued.

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## APPENDIX I – SUPERVISORY UNIT

Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

- b) Unfavorable Reports on Performance or Conduct If upon such counseling an employee'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 employee and a copy filed in his/her personnel file. No unfavorable reports shall be placed in an employee's file unless such report is made within twenty (20) working days of the County's knowledge of the occurrence or incident, which is the subject of this report. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion to their personnel file.

### I.6 – Supervisory Practices

#### I.6.1 – Changes

In the event of major changes in work expectations 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 work expectations.

#### I.6.2 – Orientation

- a. All newly hired or newly promoted supervisors shall be given two (2) days of orientation prior to taking responsibility for the unit. In addition, forty (40) hours of training shall be provided and attended within one hundred and eighty (180) days of commencement of duties as supervisor.
- b. Employees in the social work series who, as the result of layoff, are displaced into the eligibility work series shall be given twenty-four (24) hours of training within the first thirty (30) working days after commencing their new duties.

#### I.6.3 Supervision

Supervisors shall normally be expected to spend approximately twenty percent (20%) of their time reviewing the work of the unit. This expectation may be increased if the production of the unit falls below minimum performance standards.

Supervisors shall review and supervise the work of the unit to ensure that workers are engaged in performing at a level that meets Federal, State and County standards.

Social Services Program Managers shall involve supervisors in the process to encourage the use of evidence-based best emerging practices and the development of specific case review requirements.

#### I.6.4 – Supervisory Ratio

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The Social Services Agency recognizes that there is benefit to be received from achieving and maintaining appropriate spans of control for supervisors to ensure quality work is performed in each area.

### I.6.5 – Trainer Preparation Time

The County will provide adequate periods of training preparation when Social Work Training Specialist, Staff Development Specialist and Associate Staff Development Specialist design, develop, or deliver new, existing, or updated training as follows:

1. Preparation time of research, design, and development of new training (which includes curriculum, presentation, exercises/activities, practice, job aides/handouts & other miscellaneous): up to 14 hours per 1 hour of instructional time. depending on trainer knowledge, experience, and available resources.
2. For existing training where updates are required: up to 3 hours per 1 hour of training content. This only applies to the specific areas of the training content where revisions are required – it does not apply to the entire subject/topic presentation hours.
3. Preparation time to deliver a pre-existing training where updates are NOT required, where trainer has not previously presented the content and requires adequate time to familiarize themselves with the content and materials, including practicing presentation of materials: up to 2 hours per 1 hour of training content.

Additional preparation may be granted if the need arises or when management has made a major change in the trainer's assignment.

A discussion between the worker and their supervisor/manager shall occur to establish the appropriate amount of preparation time needed in preparation for a training based on the needs of the specific contents of the training as well as the knowledge and experience of the specific trainer.

### I.6.6 – Staffing

- a) In all cases of promotion and transfer requests, supervisors shall have the opportunity to interview and recommend for selection the employee on the appropriate list to be transferred or assigned to the supervisor's unit.
- b) In case of administrative transfers, supervisors shall be consulted in advance of any assignment of a new employee and given the opportunity to offer objections and alternate assignment suggestions. The final decision will be made by management.

### I.6.7 – Uncovered Caseloads

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Uncovered caseloads are those created by vacancies and other long-term absences. “Long-term” means an absence of more than twenty (20) working days or as determined by the supervisor in consultation with the manager.

Once a case is uncovered, the supervisor and manager will work in collaboration with each other to ensure that the cases are worked on and reassigned within the unit as soon as possible and to other units as needed. After 10 working days, the supervisor will notify the workers how uncovered cases will be handled.

Supervisors will make arrangements within their units to cover caseloads during preapproved vacations and short-term absences.

Cases in control (DEBS) shall not be handled by supervisors.

### I.7 – Premium Pay

#### I.7.1 – On-Call Pay

- a) **Beepers or Cell Phones-**  
Beepers or cell phones shall be provided to all employees when placed on on-call status. On-Call pay is subject to all provisions of Article 8, Section 8.7 On-Call Pay.

#### I.7.2 – Call-Back Pay

- a) 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 employee. Supervisors 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 of the Master Agreement. Employees will be credited for each call-back during a scheduled shift.
- b) **Non-Contiguous Overtime Pay**  
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 when up to four (4) hours of work is assigned. Non-contiguous overtime pay is subject to all the provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. 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. Noncontiguous overtime will be voluntary.

#### I.7.3 DFCS Pay Differential for Social Work Supervisors

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Employees in the classification of Social Worker Supervisor who are ~~in a Dependency Intake Unit, Continuing Unit, Voluntary Family Maintenance Unit, the CANG, Non-Minor Dependent Unit, Dually Involved Unit, Finalization Unit, Resource Family Approval Unit, Post-Adoption Unit, Placement unit, Social Worker I Supervisors and Joint Decision Making Unit~~ in the Department of Family and Children Services, (DFCS), shall receive a differential of six (6%) percent of base wage.

Emergency Response Supervisors in the classification of Social Work Supervisor in Department of Family and Children Services, (DFCS), shall receive a differential of ~~eight~~ nine (~~8%~~9%) percent of base wage.

Adult Protective Services (APS) – Social Work Supervisors regularly assigned to work in an Emergency Response (ER) Unit, a Financial Abuse Specialist (FAST) Unit, or a Self-Neglect Unit shall be paid a six percent (6%) differential above their base rate.

### I.7.4 Multilingual Differential

- a) The County will pay a differential of one hundred ninety dollars (\$190) a month to bilingual workers covered by the Social Services Supervisory Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for a third language certification (trilingual), and an additional twenty dollars (\$20) per month for a fourth language certification (quadrilingual).
- b) The County and the Union shall meet at least once during the term of this Agreement to review the number and location of bilingual positions designated.
- c) First-line supervisors and staff support employees may receive bilingual pay if their positions have been designated as bilingual.
- d) Certification for a second language will be done in accordance with current bilingual certification procedures.

### I.7.5 Floater Differential

Eligibility Work Supervisors in Continuing CalFresh or CalWORKS units who are supervising an Eligibility Worker floater(s) shall be paid a differential of one dollar and fifty cents (\$1.50) per hour.

### I.7.6 Board of Behavioral Sciences (BBS) Differential

Social Work Supervisors who are licensed with a Board of Behavioral Sciences (BBS) license and are actively providing clinical supervision within the County of Santa Clara Social Services Agency shall be compensated annually at a flat rate of five-hundred dollars (\$500) payable in the month of March.

### I.7.57 Transfer Opportunities

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~~The County shall continue a transfer information system which workers will access online to obtain information on transfer opportunities for classifications within the Social Services Agency resulting from:~~

~~1. New positions authorized to the Agency, and~~

~~2. Vacancies resulting from promotion, resignation, termination, or transfer.~~

~~Such~~ Transfer opportunities shall be listed with the transfer information system on a quarterly basis. Any necessary temporary administrative reassignments may be implemented within the Agency pending regular selection and assignment.

Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the positions.

### a) **Transfer Requests**

Employees holding permanent and probationary status in a classification who wish to transfer to another position in the same classification within the Agency shall submit their request four (4) times a year using the on-line transfer information system. 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 up to five (5) names on the transfer list with the most County service seniority based on the payroll statement - days of accrued service prior to requesting the appropriate Merit System eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25-184(c).

- b) For Social Work Supervisors in the ER Bureau at Julian location: When a vacancy occurs in the ER Bureau, a lateral transfer will first be made available to permanent status workers in the same class who are already performing the same programs and functions in his/her unit. Should there be volunteers in the ER Bureau units that meet the requirements and specialized qualifications required for the position, management must choose from this pool of volunteers to fill the position by seniority. ER unit volunteers may not apply for the lateral transfer if they have been disciplined as defined in section 6.4 and 6.5 for attendance or performance within the last 9 months. The resulting vacancy that occurs in the ER Bureau will be filled following the process specified in 6.13

### c) **Administrative Transfers**

Administrative transfers between geographic locations will be made as follows:

1. Volunteers in order of most County seniority (days of accrued service).

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2. Assigned by inverse County seniority (days of accrued service).
3. Supervisory Unit members in South County shall be considered to be in the same geographical location.

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

The assignment preference of the supervisory unit member, if any, including that to other bureaus, is a proper subject of consideration.

### I.8 – Pay Practices

#### I.8.1 – Part-Time Salaries

##### a) Split Codes

Requests for split codes shall not be unreasonably denied.

#### I.8.2 - Temporary Higher Classification Assignment

- a) Temporary higher classification assignment may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed with approval of the Director of Personnel or designee. When an employee is assigned all the significant duties of a higher classification the employee will receive pay consistent with the promotional pay procedure as set forth in Article 7, Section 7.3, of the Master Agreement commencing on the first such working day.
- b) Employees must meet the minimum qualifications of the higher classification.
- c) An employee temporarily assigned temporary higher classification assignment shall receive pay for:
  1. Holidays when the employee is assigned temporary higher classification assignment the day prior to and following the holiday.
  2. Sick leave absences when the employee is assigned temporary higher classification assignment and while absent is not relieved by the incumbent or by another employee assigned temporary higher classification assignment in the same position.

#### I.8.3 -Acting Unit Manager-Work Out of Classification (WOOC)

A supervisory unit employee may be assigned by the appropriate manager to cover occupied codes for an absence period of one workday or greater for any higher

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classification. The assigned employee(s) shall receive pay consistent with Article 7, Section 7.3 of the Master Agreement commencing on the first (1<sup>st</sup>) working day.

WOOC assignments will be rotated as equally and as equitable among the employees within their reporting areas/work locations. If there are no employees available, the manager may go outside the reporting areas/work locations.

### I.9 – Leave Provisions

#### I.9.1 – Compulsory Leave

##### a) **Court Related**

The appointing authority may require an employee 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 employee's 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 employee.

##### 1. **Determination of Innocence**

If there is a determination of innocence or the charges are dropped, the employee 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.

##### 2. **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 employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

#### I.9.2 – Leave Without Pay

##### a) **Reasons Granted**

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided written notice is given at least five (5) working days in advance. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice of at least twenty working days to the appointing authority. Leaves beyond one (1) year may be

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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.
4. Paternity leave, not to exceed six (6) months.

### I.9.3 – Professional Development

#### a) **General**

1. The County will fund, on a matching basis, up to ten thousand dollars (\$10,000) per fiscal year for group and individual professional development and for education, as described in sections "b" and "c". This funding is over and above the County-wide tuition reimbursement program and departmental programs as presently funded/budgeted.
2. The ten thousand dollars (\$10,000) will initially be allocated as follows: seven thousand dollars (\$7,000) individual; three thousand dollars (\$3,000) group.
3. The Professional Development Fund will be administered and requests reviewed/ approved by a County/Union Committee consisting of three (3) persons having equal status: one designated by the County, one designated by the Union, and a third party agreeable to both the County and the Union. Decisions and actions of the Committee shall be by majority vote. They will meet at least weekly, if required, on a regularly scheduled basis. They will jointly develop the procedures and forms necessary for operation of the program as described herein, and revise them as necessary.

#### b) **Individual**

1. Funded on a matching basis: fifty percent (50%) by the employee and fifty percent (50%) by the County, up to a maximum County contribution of eight hundred dollars (\$800.00) for any individual per fiscal year and subject to the other limitations set forth herein.
2. The requested expenditure must relate to the employee's job or one to which he or she could reasonably aspire within County service.
3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.

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4. At least five (5) working days must be allowed for prior approval and ten (10) working days for a cash advance (if appropriate) in the amount of the estimated County contribution.
5. Allowable expenses shall include but not be limited to: conference and seminar registration fees; Licensed Clinical Social Worker initial exam fee, Licensed Clinical Social Worker 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, car rental, etc., per County reimbursement policy, procedures and schedules. An itemized statement of expenses shall be submitted by the employee for reimbursement or accounting as the case may be.

### c) **Group**

1. Funded on a matching basis: twenty-five percent (25%) by the participating employees and/or the Union, and seventy-five percent (75%) by the County.
2. The Union will plan and budget group programs for review and approval by the County/Union Committee. Each proposed program will be considered separately on its own merits.
3. The Union will administer the approved programs, making all the necessary arrangements, etc.
4. Release time will be provided for such programs.

### I.10 – Grievance Procedure

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, 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.

#### I.10.1 – 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 an employee's personal rights (i.e., discrimination, harassment)

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affecting the working conditions of the employees covered by this Agreement, except as excluded under Section 18 19.1(b) of the Master Agreement.

### b) **Matters Excluded From Consideration Under the Grievance Procedure**

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of employees.
3. Position classification.
4. Workload/Caseload, except as provided in Article 7.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Article 2 – (No Discrimination) of the Master Contract
8. Items within the scope of representation and subject to the meet and confer process.

#### I.10.2 – Grievance Presentation

Employees 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 employees, 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 employees represented by the Union without notification to and consultation with the Union.

#### I.10.3 – 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 an employee 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.

#### I.10.4 – Notice/Time Limits

Notices shall be considered given/presented when deposited in the U.S. Mail and addressed to the last known address or when personally delivered. 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 move to the next step.

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### I.10.5 – Informal Resolution

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. A meeting should normally take place if it is agreed by the parties that such meeting would assist in clarifying or resolving the grievance. The employee 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.

### I.10.6 – 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 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 employee to enter the grievance.

The County shall respond in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be sent to the person identified in (7) above and the grievant(s). A copy shall be sent to the Union and this copy shall dictate time limits. At this step, a meeting shall be held prior to the County's response upon request of either party.

#### b) **Step Two**

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If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present to the County Executive's designated representative a written request that the grievance be referred to an impartial arbitrator.

The County shall request a list of seven arbitrators from the State Mediation and Conciliation Service within five (5) working days of receipt of the request for arbitration.

c) **Step Three – Pre-Arbitration Meeting**

Prior to grievances being arbitrated, they shall be reviewed by Union and Management at a Pre-Arbitration Meeting.

The parties will review all pertinent information and attempt to reach a settlement.

### I.10.7 – Arbitration

- a) All grievances unresolved at the Pre-Arbitration Meeting shall be heard by an arbitrator.
- b) The County and the Union shall select the arbitrator by mutual agreement or by each side striking one name from a list of seven (7) provided by the State Mediation and Conciliation Service. The arbitrator shall be advised that the arbitration will be conducted according to the following rules and agree to abide by them:
  1. Arbitration proceedings shall be reported at the request of either party and the court reporter's fee will be shared equally by the parties. If a transcript is ordered by the arbitrator and/or both parties, the cost will be shared equally. If only one party orders a transcript, that party shall pay for it.
  2. The parties shall generally be represented by staff advocates, unless either party requests that attorneys be utilized. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
  3. 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 or requested by the arbitrator.
  4. The arbitrator shall render his or her decision in writing within thirty (30) days after each party has presented and summarized its case.
  5. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases argued during that day's hearing.

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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 employee or the Union and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee 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.

### I.10.8 – Arbitration Release Time

- a) The employee 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 employee 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 will also 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 employee's own leave time - provided the absence does not unduly interfere with the performance of service.

### ~~I.11 – Guidelines For Departmental Safety Committees Established by the County-Wide Joint Labor/Management Safety Committee~~

#### ~~I.11.1 – Employee Representatives~~

~~In the event that no Union Safety Steward is designated by the Union, employee representatives shall be elected by a democratic vote conducted by the Union.~~

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Signatures – July 10, 2023

County: 

Union: 