

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA CLARA
AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA
Local 20, IFPTE, AFL-CIO & CLC

March 16, 2015 - September 22, 2019

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PREAMBLE

This Memorandum of Understanding is entered into by the County of Santa Clara (herein referred to as the County) and the Engineers and Scientists of California (herein referred to as the Union), covering the classifications specified in Article 1, Recognition. This Memorandum is the result of both parties meeting and conferring in good faith.

ARTICLE 1 - RECOGNITION

The County recognizes Engineers and Scientists of California, Local 20, IFPTE, AFL-CIO, as exclusive bargaining representative for all employees in a coded classification within the bargaining unit as listed below:

Job Code	Classification
R1G	Assistant Supervising Clinical Laboratory Scientist
R62	Clinical Laboratory Scientist
R57	Cytotechnologist
R66	Histologic Technician
R7G	Medical Laboratory Technician
R95	Nuclear Medicine Technologist
R46	Public Health Microbiologist
R1F	Senior Clinical Laboratory Scientist I
R1E	Senior Clinical Laboratory Scientist II
R58	Senior Cytotechnologist
R65	Senior Histologic Technician
R94	Senior Nuclear Medicine Technologist
R43	Senior Public Health Microbiologist
R59	Supervising Clinical Laboratory Scientist

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

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

Section 2.2 - Union Affiliation

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

Section 2.3 - Affirmative Action

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

ARTICLE 3 - UNION SECURITY

Section 3.1 - Relationship Affirmation

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

Section 3.2 - Dues Deductions

a) **Maintenance**

Employees covered by this Memorandum who have authorized Union dues deductions in effect as of September 26, 2005, shall continue to have such deductions made by the County during the term of this Memorandum, except that such employees may terminate such dues deductions during the month of June of any year pursuant to Section 3.2(c).

b) **Condition of Employment**

Each person employed during the term of this Memorandum shall at the time of employment and as a condition of employment execute an authorization for payroll deduction of Union dues or of a service fee equivalent to Union dues on a form provided by the Union and shall continue said authorization in effect, except that such employees may terminate such dues deductions pursuant to paragraph 3 of this section.

c) **Revocation**

An employee may terminate his/her authorization for Union dues or service fee deduction by giving notice thereof to the County Controller by individual letter postmarked by the U.S. Mail (1) during the month of June, or (2) within thirty (30) calendar days following the date of first employment, whichever applies. The County shall promptly forward a copy of the letter of revocation to the Union.

An employee who revokes his/her deductions during the month of June shall have the deduction removed on the first pay period in August.

An employee who revokes his/her deductions within thirty (30) calendar days following the date of first employment shall have the deduction removed following the receipt of the notification by the County.

d) **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 section or from complying with any demand for termination or revocation hereunder.

- e) Leaves of Absence
Upon return from leaves of absence, the County shall reinstate the payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave provided the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

Section 3.3 - Notices and Activities

- a) Bulletin Boards
The Union, where it represents employees of a County department shall be provided by that department use of adequate and accessible space on designated bulletin boards for communications in the Public Health Laboratory, VMC Clinical Laboratory and Nuclear Medicine.

The glass covered, locked bulletin board purchased by the Union and Installed by Valley Medical Center will be maintained by the Union in the Public Health Laboratory, VMC Clinical Laboratory and Nuclear Medicine at Santa Clara Medical Center.
- b) Distribution
The Union may distribute material to employees in its representation unit through normal channels.
- c) Visits by Union Representatives
Any representative of the Union shall give notice to the department head or his/her designated representative when entering departmental facilities. The representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Pre-arrangement for routine contact may be made on an annual basis.
- d) Facilities
County buildings and other facilities shall be made available for use by the Union or their representatives in accordance with administrative procedures governing such use.
- e) Names and Addresses of Covered Employees
The County shall supply the Union with a quarterly data processing run of names and addresses and classifications of work of all employees within the bargaining unit. Such list shall be supplied without cost to the Union except that addresses shall not be supplied of those employees who request the County in writing not to provide such information. A copy of such request shall be forwarded to the Union.
- f) Report of Transactions

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

g) 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 employees in said unit and present that person with a Union letter, return envelope and a copy of the current Memorandum of Understanding. The Union shall supply the material and bear the costs.

h) Printing of Agreement

The parties agree to share the cost of printing bound copies of this Agreement. The Union shall reimburse the County for the actual cost of copies ordered by the Union. 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 one hundred and twenty (120) days after the final agreement is signed by both parties.

Section 3.4 – Negotiation Committee Size

a) The number of employees on the negotiating committee shall not exceed four (4). The County agrees to release up to four (4) committee members when requested.

b) Those employees on the negotiating committee who are on their own time during the meetings will not be granted overtime or compensatory time.

ARTICLE 4 - LAYOFF PROCEDURES

Section 4.1 - Seniority Defined

Except as otherwise provided in Section 4.2 and as modified by this Section, seniority is defined as days of accrued service as computed and reported on the employee's pay check within a coded classification with County. All time on Workers' Compensation, Military Leave and Maternity Leave (up to six months) shall be counted towards days of accrued service. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h).

Section 4.2 - Transfer of Prior Agency Service

If a function of another agency is transferred to the County, the seniority of employees who transfer with the function shall be computed based upon application of the definition of Section 4.1 to each employee's prior service with the other agency.

Section 4.3 - Changes to Classes

To the extent possible, employees should not lose their rights under this article because classes have been revised, established, abolished or retitled.

Section 4.4 - Order of Layoff

The department shall at least annually determine the number of positions in each classification that require 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 shall be retained in order of seniority until the requisite number of positions are filled.

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 employees in inverse order of seniority.

Section 4.5 - Notice of Layoff

Employees subject to the provisions of this article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The procedures of Section 4.6 shall be applied prior to the effective date of the layoff.

Section 4.6 - 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 or lower 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 skills, as defined in Section 4.8(b), not possessed by that employee.

c) Displacement

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

Section 4.7 – Layoff

a) In the event that an employee is not reassigned in lieu of layoff as in Section 4.6, or placed in another County position as in Section 4.7(b), the employee shall be laid off. If an employee elects not to exercise the rights in Section 4.6, or does not accept placement under Section 4.7(b), he/she may be deemed to have been offered and to have declined such work.

b) If an employee has been issued a layoff notice pursuant to Section 4.5 and has no reassignment in lieu of layoff rights pursuant to Section 4.6, then that employee shall be considered for inplacement.

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

The following conditions apply to the inplacement process:

1. An employee must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
 - a. Testing requirements would be the same as if the employee had been reclassified.
 - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.

2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of five percent (5%), unless a higher amount is provided for in a unit appendix.
3. Normal transfer (ordinance code) rules apply (i.e.: the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority). If an employee has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The employee may express a preference for certain occupational fields, assignments or departments. However, the employee has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for in-placement purposes if the position has been identified as claimable under Section 4.6 by another employee who has been issued a layoff notice under Section 4.5 or by an employee on a re-employment list established pursuant to Section 4.8.
6. An employee who is placed under Section 4.7(b) or laid off under Section 4.7(a) shall have his/her name placed on all re-employment lists pursuant to Section 4.8 for the appropriate classification.
7. In determining placement offers, the Union and the County, on a case-by-case basis, may by mutual agreement include as part of the placement offer:
 - a. basic skill competency training and/or;
 - b. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All in-placement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist employees on the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of this Agreement.
9. If an employee is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

Section 4.8 - Re-employment List

- a) The names of such probationary and permanent employees reassigned or laid off in accordance with Sections 4.6 or 4.7 of this article shall be entered upon a re-employment list in inverse order as specified under Section 4.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the appointment. Employees on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.
- b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ employees with particular skills.

Section 4.9 - Temporary Work for Laid Off Employees

Interested employees who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department/agency in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this article.

Section 4.10 - Names Dropped from Re-employment List

- a) No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon re-employment, be dropped from the list. Refusal to accept the one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from the re-employment list.
- b) Employees who are laid off from part-time positions shall be offered full time employment. Employees who are laid off from full-time positions shall be offered part-time positions. However, employee's refusal to accept an offer with more or fewer hours than the position they left, will not be counted as a refusal of an offer of employment under Section 4.10 a).

Section 4.11 - Rights Restored

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

Section 4.12 - Unclassified Appointment to Classified Position

No officer or employee, while holding a position in the unclassified service, shall be assigned to or occupy any classified position.

Section 4.13 - Rights Upon Promotion or Transfer to Unclassified Service

Any permanent employee 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 employee of his former class while in such provisional, probationary or unclassified status. These include the right to participate in promotional examinations, the right to return to his former class if released while in such status. All such service shall count toward seniority credits in the employee's former class in the event the layoff procedure is involved.

Any permanent employee 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 permanent position, and departments are authorized to make substitute appointments to such vacated positions.

ARTICLE 5 - PAY PRACTICES

Section 5.1 - Salaries

- a) Employees in all classifications in this unit shall continue to pay the employee's required periodic Social Security (OASDI and Hospital Insurance) contribution (if any) for the term of this agreement.

- b) The basic pay plan consists of the salary ranges and the assignment of classes to such ranges as provided in the salary ordinance. Each employee shall be paid within the range for his /her class according to the following provisions, unless otherwise provided in the salary ordinance:

Step 1

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 Deputy County Executive, may approve appointment at the second through 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 worker.

Step 2

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

Step 3

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

Step 4

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

Step 5

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

Step 6

The sixth step is set at 5% above Step 5 after accumulation of 36 months at the fifth step.

Step 7

The seventh step is set at 5% above Step 6 after accumulation of 36 months at the sixth step, or 72 months of competent service at the fifth step, or at least after 10 years of service with the County according to Days of Accrued

Service as reported on the employee's paycheck; ex. 261 days=1 year.

Step 8

The eighth step is set at 2.5% above Step 7 after 4 years at Step 7, or at least after 15 years of service with the County according to Days of Accrued Service as reported on the employee's paycheck; ex. 261 days=1 year.

Step 9

The ninth step is established and set at 2.5% above Step 8, after 5 years at Step 8, or at least after 20 years of service with the County according to Days of Accrued Service as reported on the employee's paycheck; ex. 261 days=1 year.

Realignments: Effective on March 16, 2015, the salaries of the employees in the classifications listed below shall receive realignment, as indicated:

Job Code	Classification	
R62	Clinical Laboratory Scientist	10%
R1F	Senior Clinical Laboratory Scientist I	10%
R1E	Senior Clinical Laboratory Scientist II	10%
R59	Supervising Clinical Laboratory Scientist	10%
R1G	Asst Sup. Clinical Laboratory Scientist	10%
R46	Public Health Laboratory Microbiologist	10%
R43	Senior Public Health Laboratory Microbiologist	10%
R7G	Medical Laboratory Technician	10%
R95	Nuclear Medical Technologist	9%
R94	Senior Nuclear Medical Technologist	9%
R57	Cytotechnologist	7%
R58	Senior Cytotechnologist	7%
R66	Histologic Technician	3.5%
R65	Senior Histologic Technician	3.5%

- c) Contract Year 2 - Effective pay period ~~10/06 (March 8, 2010)~~ 15/21 September 28, 2015) the salaries of employees in all classifications in this unit shall be increased by approximately two percent (2%) as a general wage increase as listed in Appendix A.

Effective September 28, 2015, Classic tier employees shall pay an additional 7% on the member PERS contribution. PEPR tier employees shall pay an additional 7% on the employers PERS contribution. In return for this ongoing payment towards the member PERS contribution, the County will provide a 6.17% self-funded wage increase.

- d) Contract Year 3 - Effective pay period 16/21 (September 26, 2016) the salaries of employees in all classifications in this unit shall be increased by

approximately three percent (3%) as a general wage increase as listed in Appendix A.

- e) Contract Year 4 - Effective pay period 17/21 (September 25, 2017) the salaries of employees in all classifications in this unit shall be increased by approximately three and one quarter percent (3.25%) as a general wage increase as listed in Appendix A.
- f) Contract Year 5 - Effective pay period 18/21 (September 24, 2018) the salaries of employees in all classifications in this unit shall be increased by approximately three percent (3%) as a general wage increase as listed in Appendix A.

Section 5.2 - Work Out of Classification

When an employee is temporarily assigned work out of classification in a supervisory position designated by the Labor Relations Division within the same representation unit represented by the Union, or is assigned to perform all the duties of the Administrative Director, the Assistant Administrative Director, or the Chief Public Health Laboratory whose assigned functions are to supervise in his/her absence, the employee will receive a pay differential consistent with the promotional pay procedure as set forth in Section A25-661 of the Santa Clara County Ordinance Code commencing on the first (1st) such working day such assignments must be for a full eight (8) hour shift.

Section 5.3 - Lateral Transfers

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for employees 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 ten percent (10%) upward range movement.

Section 5.4 - Overtime Work

- a) Overtime Defined - Employees 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. 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.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or legislation to not apply to state and local government (a) will be deleted and (b) shall apply to all classifications.

b) Overtime Defined - Employees Exempt from the FLSA

For hospital employees, overtime is defined as time worked beyond eighty (80) hours on a biweekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. 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.

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

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 of pay, for workers where required by State or Federal law or when specifically authorized by administrative order of the County Executive. The overtime rate shall increase from one and one-half (1-1/2) hours for each hour worked to two (2) hours for each hour worked after the first four (4) hours of overtime contiguous to the employee's regular shift of a minimum of eight hours. Thereafter, this increased overtime rate shall be paid for each additional hour of continuous overtime work. 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 employee. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the employee 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 except as modified below for the Public Health Department. Compensatory time balances shall be paid in cash on separation.

d) Compensation of Overtime Other Than Holiday Pay:

The Public Health Department shall pay employees in this Unit in cash for only the amount of earned compensatory time that will otherwise be forfeited in a given pay period under the following conditions:

1. The employee has been notified of the impending forfeiture, and
2. The employee has made a reasonable attempt to schedule time off prior to forfeiture date.

e) Overtime Compensation Procedure for Santa Clara Valley Medical Center

Pathology Division

1. For those classes authorized by the County Executive, the employee will be given the option of taking overtime compensation as either pay or time off at the rate of one and one-half (1 1/2) times regular rate for time worked over eight (8) hours in a twenty-four (24) hour period or eighty (80) hours in a two (2) week pay period. The overtime rate shall increase from one and one-half (1 1/2) times for each hour worked to double time (2x) for each hour worked after the first four (4) hours of overtime contiguous to the employee's regular shift of a minimum of eight hours. Thereafter, this increased overtime rate shall be paid for each additional hour of continuous overtime worked.
2. There will be a limit of forty-eight (48) hours of compensatory time that can be accumulated after which pay will automatically be given. The compensatory time will accumulate on the pay statement along with vacation, etc., and will be in a separate column from personal leave. The compensatory time will remain available for one (1) year from the date it was entered. If it has not been used in one (1) year, it will automatically be lost. Advance permission must be requested from the supervisor in charge prior to taking this time off. Every effort possible will be made to allow employees to take their earned compensatory time off.
3. Each individual will be required to indicate on the time sheet for each pay period whether they want pay or compensatory time by a "P" or "CT" in the row that they sign in on. If no indication is made, then pay will be given.

Section 5.5 - Automatic Check Deposit

All employees not currently enrolled in direct deposit will be required to enroll six (6) months from the effective date of this Agreement. All new employees will be required to use automatic deposit as a condition of employment.

ARTICLE 6 - PREMIUM PAY

Section 6.1 - Hazard Duty Pay

A premium for Hazard Duty of ninety five cents (\$.95) per hour shall be paid to coded employees who are assigned to draw blood within the Inpatient Psychiatric Unit of Valley Medical Center. Pay will be made for only the hours assigned and worked in the Inpatient Psychiatric Unit. This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations. An employee must work a minimum of thirty (30) consecutive minutes per entry into the Inpatient Psychiatric Unit prior to being eligible for 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. The Hazard Duty premium shall not be allowed in computing payments at the time of termination.

Section 6.2 - Shift Differentials

- a) Evening Shift means an assigned schedule of work hours of which not less than one-half (1/2) the total number of hours are worked after 5:00 p.m. and before 1:00 a.m. (actual time worked). The hourly rate of pay for evening shift differential is three dollars and twenty-five cents (\$3.25) per hour.
- b) Night Shift means assigned schedule of work hours of which not less than one-half (1/2) the total number of hours plus one (1) hour are worked after 1:00 a.m. and before 8:00 a.m. The hourly rate of pay for night shift differential is five dollars (\$5.00) per hour, Effective March 8, 2010 (pay period 10/06) night shift differential will increase to five dollars and fifty cents (\$5.50). Effective February 21, 2011 (pay period 11/05) night shift differential will increase to six dollars (\$6.00) per hour.
- c) The above differentials are paid on productive hours worked only.

Section 6.3 - On-Call Pay

- a) 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 the approval of the County Executive. On-call duty is in addition to and distinct from the normal work week. This Section is not applicable to those situations where employees are recalled to work when not previously placed on an on-call status (no pyramiding).
- b) Employees assigned to On-Call shall receive, in addition to their regular salary, one-half (1/2) of their regular base rate of pay for each hour of assigned call duty, except for Senior Public Health Microbiologist and Public Health Microbiologist, which are eligible for ~~fifteen dollars (\$15)~~ thirty-three dollars (\$33) per each hour of assigned on-call duty.

Section 6.4 - Call-Back Pay

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

Call-back pay is subject to all overtime provisions.

Section 6.5 - Bilingual Pay

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred and forty dollars (\$140) per month to a bilingual employee whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; 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. Upon the request of the Union, information shall be provided regarding the determination of the County.

Section 6.6 - Weekend Shift Differential

A weekend differential of one dollar and twenty five cents (\$1.25) per hour will be paid for productive time worked on a Saturday and/or Sunday. This differential shall not be pyramided with other penalty premiums or paid on overtime shifts. The value of the weekend differential does not increase regardless of hours worked or rates of pay, etc.

ARTICLE 7 - REST PERIODS

All employees 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 employee is not entitled to an earlier quitting time.

ARTICLE 8 – HOLIDAYS

Section 8.1 - Legal Holidays

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

All previous informal time off practices are eliminated and unauthorized.

Section 8.2 – Observance

Employees 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 an employee is absent

because of illness shall not be charged against the employee's vacation or sick leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

Section 8.3 - Holiday Work (suspended for Fiscal Year 2015)

If holiday work is assigned and authorized by the County Executive, such time worked by regular employees shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, plus any holiday pay to which the employee may be entitled. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation.

Section 8.4 - Christmas and New Year's Holiday - Actual Calendar Day vs. Day of Observance

Employees who work on Christmas Day or New Year's Day (when Christmas or New Year's actually falls on a Saturday or Sunday) shall receive holiday pay for the time worked on Christmas Day or New Year's Day. For those employees who receive holiday pay for work on Christmas Day or New Year's Day in accordance with this section, the Friday preceding or the Monday following shall not be considered as a holiday for pay purposes.

ARTICLE 9 - SCHEDULED TIME OFF PLAN (STOP)

- a) The County agrees to continue the Scheduled Time Off Program (STOP).
- b) An amount equal to one (1) shift (8 hours, 10 hours, or 12 hours) for each unscheduled absence due to illness or any other reason shall be charged to the STO Bank. (Applies to all leaves for which sick leave may now be used.) Unscheduled absences due to verified illness beyond an amount equal to one (1) shift (8 hours, 10 hours, or 12 hours) shall be charged to the Sick Leave Bank.
- c) In the event the employee does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion, provided that the employee may not accumulate more than three (3) years' earnings.
- d) Upon death, retirement, or resignation in good standing all of the balances (including current sick leave balances placed in the bank) in the Sick Leave Bank will be paid off at the following rates:

<u>Years of Service with County</u>	<u>Paid at</u>
0 through 9 years	0%
10 years or more	2% for each full year of service to maximum of 50%

- e) STO balance paid off upon termination at 100%.

<u>STO Working Days Per Year</u>	<u>Hours Per Pay Period Accrual</u>	<u>Hours Per Sick Leave</u>	<u>Pay Period Accrual</u>
1st year (261 days)	19 days 5.846	8 days	2.462
2 - 4 years (262 - 1044 days)	21 days 6.461	8 days	2.462
5 - 9 years (1045 - 2349 days)	25 days 7.692	8 days	2.462
10 - 14 years (2350 - 3654 days)	27 days 8.307	8 days	2.462
15 - 19 years	29 days 8.923	8 days	2.462

(3655 - 4959 days)

20 years (4960 days)	31 days	9.538	8 days	2.462
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- f) Should the County negotiate any additional scheduled Time Off plan with another employee organization they shall meet and discuss such plan with this Unit.
- g) STO cash out is suspended for Fiscal Year 2015.
- h) Employees who use no sick time for a period of one year, beginning pay period, 16/01 (December 21, 2015) through pay period 16/26 (December 18, 2016) shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2017, and payment will be made during the month of February 2017.
- i) Employees who use no sick time for a period of one year, beginning pay period, 17/01 (December 19, 2016) through pay period 17/26 (December 17, 2017), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2018, and payment will be made during the month of February 2018.
- j) Employees who use no sick time for a period of one year, beginning pay period, 18/01 (December 18, 2017) through pay period 18/26 (December 16, 2018), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2019, and payment will be made during the month of February 2019.
- k) Employees who use no sick time for a period of one year, beginning pay period 19/01 (December 17, 2018) through pay period 19/26 (December 15, 2019), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2020, and payment will be made during the month of February 2020.
- l) For a twenty (20) hour employee (0.5 FTE) an amount equal to one shift (4 hours) for each unscheduled absence due to illness or any other reason shall be charged to STO. Unscheduled absences due to verified illness beyond an amount equal to one shift (4 hours) shall be charged to the Sick Leave Bank.

ARTICLE 10 - LEAVE PROVISIONS

Section 10.1 - Leave Without Pay

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 adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

- a) Illness beyond that covered by sick leave.
- b) Education or training which will benefit the County.
- c) Other personal reasons, which do not cause inconvenience on the department.

This option shall not be available to any County employee where Federal law prohibits leave without pay.

Section 10.2 – Revocation

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

Section 10.3 - Vacation Leave Without Pay Option

An employee must receive prior approval from his/her supervisor to use leave without pay for an authorized vacation absence.

The department may assign leave without pay for an unauthorized absence.

This option shall not be available to any County employee where Federal law prohibits leave without pay.

Section 10.4 - Failure to Report

Failure of an employee to report for three (3) or more consecutive working days for assigned duties without notification to the department and without legitimate reason for absence may result in discipline up to and including suspension and termination.

Section 10.5 - Seniority Rights

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

Section 10.6 - Family Leave

a) Maternity Leave

1. Length

Upon request, maternity leave without pay shall be granted to biological 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. An employee 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 employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

b) Paternity Leave

Upon request, paternity leave without pay shall be granted to biological or adoptive parents not to exceed six (6) months.

c) Other Family Leave

Upon request, family leave 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 County's Family & Medical Leave Policy, for a period up to three (3) months.

d) Sick Leave Used for Care of Immediate Family

An employee will be entitled to use one half (½) of his/her annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, or grandfather of the employee or of the spouse or of the same sex domestic partner of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

Section 10.7 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

An employee shall be allowed to take leave from his/her County duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee

shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she executes a written waiver of all compensation other than the mileage allowance, for which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular workweek pay as a result of jury duty service. The employee is required to notify his/her appointing authority when he/she has received a jury summons and when his/her jury service is completed.

b) Jury Duty

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

c) Response to a Subpoena

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

d) Release Time

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

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.

e) Return to Work

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

Section 10.8 - Workers' Compensation

a) Leave Without Pay

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

b) Compensation

An employee who is disabled as a result of an industrial injury shall be

placed on leave, using as much of his/her accumulated compensable overtime, his/her accrued sick leave and vacation time as when added to any disability indemnity payable under the Worker's Compensation Act will result in a payment to him/her of not more than his/her full salary. The first three (3) days shall be charged to the employee'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 and its value will be credited towards the employee's sick leave, compensable overtime or vacation time balance.

Section 10.9 - Educational Leave

- a) All full time coded employees will be credited with forty (40) hours educational and training leave; part-time coded personnel employed will be given prorated credits. The prorated credit will not be altered during the term of this Memorandum.
- b) Mandatory or scheduled attendance (as required by the department) at educational programs such as institutes, conferences, seminars, symposiums, lectures, et al., will be charged against educational leave.
- c) It is understood that an employee shall have a choice in the selection of the types of educational and training programs in which he/she will participate except for that training mandated.
- d) Details in the written application for educational leave shall include: a description of its course, institute, workshops or class, seminar, date held, cost, and such other information as may be required by the department. The application shall be received by the designated administrative office no less than thirty (30) days prior to the requested date of leave. At least fifteen (15) days prior to the commencement of the leave of absence date, the administrative designee shall respond.
- e) In all instances herein above set forth, the leave requested shall be subject to approval by the department. Approval shall not unreasonably be withheld.

It is agreed that such leaves shall not unduly interfere with staffing requirements or duplicate training offered by the County.

It is agreed that all of the above set forth activities shall be formally organized; be related to laboratory practices within the facility employed; and primarily relate to the individual's assignment.

- f) Proof of attendance may be requested by the department. The employee may be requested to make a report on such activity in writing and an oral presentation to the staff.

- g) It is agreed that when education and training is selected voluntarily by the employee, fees and travel expenses related thereto are the sole responsibility of the technologist. Absence from work incidental to education and training, such as travel, shall be charged to educational leave, with the approval of the manager.

Section 10.10 - Professional Development Fund (suspended for Fiscal Year 2015)

- a) The County will fund, on a matching basis, a maximum of four thousand dollars (\$4,000) per Contract year for individual professional development. This amount is over and above the tuition reimbursement program of the County and the departmental programs as presently funded/budgeted. Matching expenses shall be on a 50/50 basis, and the maximum draw per employee per fiscal year is limited to seven hundred and fifty dollars (\$750.00). All programs must be approved by the County before time off or payment is granted.
- b) General Provisions
Employees in the following classifications are eligible for reimbursement of costs of a State required license in accordance with the provisions of this fund:

Classifications:

Assistant Supervising Clinical Laboratory Scientist
Clinical Laboratory Scientist
Cytotechnologist
Histologic Technician
Medical Laboratory Technician
Nuclear Medicine Technologist
Public Health Microbiologist
Senior Clinical Laboratory Scientist I
Senior Clinical Laboratory Scientist II
Senior Cytotechnologist

Senior Histologic Technician
Senior Nuclear Medicine Technologist
Senior Public Health Microbiologist
Supervising Clinical Laboratory Scientist

Should ESC no longer represent any of these classifications, this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State required license.

Should State Legislation be passed mandating licensure for additional classifications represented by ESC, the County and the Union shall meet

and confer over their inclusion in this provision.

This fund shall apply to all employees in classifications noted above who are required by the State to pay licensure/certification fees.

Based upon the number of claims received, up to ten thousand dollars (\$10,000) will be disbursed on a prorated basis to each claimant up to the maximum.

- c) Employees in the classifications listed in section b) are eligible for reimbursement of costs of a State required license in accordance with the provisions of this fund.

The County will fund a maximum of ten thousand dollars (\$10,000) each contract year to be disbursed to employees eligible for licensure reimbursement.

Eligible employees shall submit claims for reimbursement of fees paid for state-mandated licenses (and fees for required duplicate licenses) by no later than June 10th of each fiscal year covered by this contract. The amount an employee may claim is one-year's worth of eligible licensure fees. For example, a claim for a license with a 5-year term can be submitted for reimbursement of one-fifth of the total cost of the license. To claim the entire 5-year license, the eligible employee must submit a claim each of the five years covered by the license. ESC agrees to collect all of the eligible claims and submit to Employee Development as a group by the June 10th deadline each fiscal year covered by this agreement.

Claims will be submitted on the Engineers and Scientists Licensure Claim form provided by Employee Development. Documentation showing proof of cost and a copy of the renewed license is required as part of each claim. Eligible claims will be processed and reimbursed based on the pro-rated share of the total that was submitted by June 10th (up to the maximum documented by each claim).

- d) Should the State alter the term of renewal for licenses, the County and the Union shall meet regarding the possible reapportionment of Licensure Fund within the existing allotment.

Section 10.11 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge their customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee or of the same-sex domestic partner of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, daughter, daughter-in-law, brother,

sister, brother-in-law, sister-in-law, or grandchild of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted with the first two (2) days not charged to any accumulated balance, and the additional three (3) days ((1) STO, (2) Sick Leave) chargeable as the third through fifth day, if necessary.

ARTICLE 11 - BENEFIT PROGRAMS

Section 11.1 - Dental Plan

The dental benefit provisions shall remain in effect through June 30, 2009, as set forth in the "Benefit Plan Rates – Fiscal Year 2009 – "dated June 23, 2008. Thereafter, the County will continue to provide the dental benefits offered to other County employees in accordance with Article 17, Parity Provisions.

Section 11.2 - Medical Insurance

The Medical Insurance provisions shall remain in effect through June 30, 2009, as set forth in the "Benefit Plan Rates – Fiscal Year 2009 – CORRECTION," dated June 23, 2008. Thereafter, the County will continue to provide the dental benefits offered to other County employees in accordance with Article 17, Parity Provisions.

Effective November 1, 1999, spouses, including same sex domestic partners, who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependant coverage. The employee only coverage will be dropped effective with the end of the open enrollment period in 1999. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

Domestic Partners

The County will continue same-sex domestic partner coverage.

Health Insurance Premium Sharing: Effective September 26, 2016, the County and covered workers will share the cost of medical plan premiums.

- a. VHP: \$0/ \$0/\$0/\$0;
- b. Non-VHP-HMO: \$0/\$13.29/\$11.39/\$18.36;
- c. POS: \$0/\$52.83/\$52.83

Effective June 4, 2018 for tiers with dependent coverage in the non-VHP HMO or the POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers.

Section 11.3 - Vision Care

The Vision Care provisions shall remain in effect through June 30, 2009, as set forth in the "Benefit Plan Rates – Fiscal Year 2009 – CORRECTION," dated June 23, 2008. Thereafter, the County will continue to provide the dental benefits offered to other County employees in accordance with Article 17, Parity Provisions.

Section 11.4 - Life Insurance

The Basic Group Life Insurance Plan is twenty-five thousand dollars (\$25,000) per employee for the term of this Agreement.

Section 11.5 - Deferred Compensation

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.

Section 11.6 - Part-Time Employees

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

- a) Those employees who elect to be covered by the County's insurance package (dental, health, life) shall authorize a payroll deduction for the appropriate prorated cost.
- b) Employees may withdraw from the insurance package at any time. Employees may enroll in the insurance package 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.
- c) Any employee who becomes a part-time employee as a result of layoff from full-time 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.
- d) All employees who are in a part-time status as of December 5, 1983, shall continue to receive health, dental and life insurance as full-time employees.
- e) Part-time workers may elect to be covered by either the County's health care package (medical, dental, vision and life) or medical coverage only and shall authorize a payroll deduction for the appropriate pro-rated costs.
- f) Any worker in a part-time status who pays for medical benefit coverage will be reimbursed bi-weekly the additional pro-rated premiums consistent with any hours worked above the worker's coded status the previous pay-period.

Section 11.7 - Malpractice Protection

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code 825 et seq. and 995 et. seq. County shall indemnify and defend employees 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 and/or indemnify (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 Memorandum.

Section 11.8 - Medical Benefits for Retirees

- a) For Employees Hired before August 12, 1996:

The County shall contribute an amount equal to the cost of the lowest cost plan retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years of service (1,305 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 sixty-five (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 of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- b) For Employees Hired on or after August 12, 1996 and before June 19, 2006: The County shall contribute an amount equal to the cost of the lowest cost plan retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 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 the age of sixty-five (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 of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.
- c) For employees hired on or after June 19, 2006. The County shall contribute an amount equal to the cost of the lowest cost plan retiree-only medical plan premium to the cost of the medical plan of employee 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 of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.
- d) For employees hired on or after September 28, 2015. The County shall contribute an amount equal to the cost of the lowest cost plan retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3,915 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. The surviving spouse or

domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- e) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability.

During Fiscal Year 2015, through June 21, 2015, each employee shall contribute through payroll deduction, on a biweekly basis, an amount equal to one percent (1%) of his/her salary to the California Employers Retirement Benefit Trust Fund that is administered by CalPERS. 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. These contributions shall be made on a pre-tax basis.

Effective September 26, 2016, ESC represented employees will contribute \$13.50 a pay period to OPEB

Section 11.9 - State Disability Insurance (SDI)

The Union and the County agree as follows regarding coverage by the State Disability Insurance plan (SDI):

- a) The County will register Engineers and Scientists of California with the director of Employment Development Department for the purposes of SDI coverage for represented employees.
- b) 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.
- c) Within one week of being disabled from work, the employee or his/her representative must contact the office designated by the County to provide information on the following:
 - 1. The date the disability/illness commenced;
 - 2. The estimated duration of the disability;
 - 3. A phone number where the worker can be reached;
 - 4. The election of sick leave/vacation usage during the first week of disability;
 - 5. Whether or not the employee is planning to file for SDI;
 - 6. The election to integrate sick leave and vacation pay with SDI benefits.
- d) An employee 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 employee may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

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

ARTICLE 12 – PENSION

- a) For employees in the classic retirement tier, in accordance with § 20636, sub section (c) (4) of the California Public Employee Retirement Law, the County and ESC Local 20 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 employees covered under PERS Miscellaneous 7% member (employee) contribution to the Public Employee’s Retirement System as well as an additional 0.49% which is attributable to reporting EMPC as special compensation. Taking into consideration the agreement between the parties as a result of the prior implementation of 2% at 55 Plan, the County is entitled to add 10.49% to the base wage for effective wage.

In consideration for the PERS amendment for the 2.5% at 55 Plan for Miscellaneous employees, the Union agrees for each employee covered under this benefit to contribute to PERS through payroll deduction effective pay period 09/07, March 9, 2009, through pay period 10/11, May 17, 2012, (32 pay periods) an amount equal to 6.862% of PERS reportable gross pay. Effective pay period 10/12, May 31, 2010, the percentage will be reduced to 3.931%. Both the 6.862% and the 3.931% include the 1% employee contribution.

- b) Eligible employees who are employed on or before December 31, 2012 shall be in the 2.5% at age 55 Retirement Plan described in the County’s contract with PERS amended effective December 17, 2007, that includes a minimum retirement age of 50 years and final compensation calculated on the highest single year of pensionable compensation.
- c) Employees who are hired on or after January 1, 2013, and who are not considered “new employees” and who are not considered “new members” of PERS, as defined in Government Code section 7522.04 shall be in the Miscellaneous retirement tier of 2.5% at age 55.
- d) Employees who are hired on or after January 1, 2013, and who are considered “new employees” and who are considered “new members” of PERS, as defined in Government Code section 7522.04 shall not be entitled to the benefits enumerated in subsection a) or b) and c) above. All such employees shall be in the Miscellaneous retirement tier of 2% at age 62 with a minimum retirement age of 52 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months. For these employees, the County will administer PERS in accordance with the Public Employee Pension Reform Act of 2013.

- e) Pursuant to California Public Employees' Pension Reform Act of 2013 – Government Code Section 7522, employees convicted of certain felonies may be deemed to have forfeited accrued rights and benefits in any public retirement system in which he or she is a member.

ARTICLE 13 - REIMBURSEMENT FOR USE OF PRIVATE VEHICLE

Section 13.1 – Mileage

Mileage reimbursement rate shall be in accordance with the provisions of the County of Santa Clara Ordinance Code Division A31, Section A31-11.

Section 13.2 - County Business Travel

Authorization for travel, including reimbursement for travel and meal expenses and payment for out-of-County business shall be in accordance with the County of Santa Clara Ordinance Code Division A31, Sections A31-1 through A31-11.

Section 13.3 - Damage

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

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

ARTICLE 14 - 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 the aggrieved's representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 14.1 - Grievance Related Release Time

Release time for investigating and processing a grievance is designated in the Memorandum of Agreement regarding Representatives and Stewards between the County and the Union.

Section 14.2 - Grievance Defined

- a) A grievance may only be filed if it relates to:
 - 1. Pay administration and other items relating to pay as in County ordinances.
 - 2. Alleged violations of Merit System Rules.
 - 3. Alleged discriminatory or capricious use of departmental powers deemed discretionary under the Merit System Rules
 - 4. Alleged violations of the Employee-Management Relations Ordinance.
 - 5. Alleged violations of memoranda of understanding and/or agreement.
 - 6. Alleged infringement of an employee's personal rights -- discrimination, harassment.

- b) Matters excluded from consideration under the grievance procedure:
 - 1. Disciplinary actions taken under Section 708 of the County Charter.
 - 2. Performance Evaluations.
 - 3. Position classification.
 - 4. Workload/Caseload.
 - 5. Merit System examinations.
 - 6. Items requiring capital expenditure.

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

Section 14.3 - Grievance Presentation

For the purposes of this procedure "employee" is defined as any County employee in the classified service, regardless of status. 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, 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.

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

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 14.4 - 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, memorandum of agreement, or memorandum of understanding.

A grievance is deemed to be presented or filed when is either received by the Office of Labor Relations if presented in person, by facsimile, or by electronic mail (when coupled with another delivery method); or on the day it is postmarked, whichever occurs first.

A response by the County is deemed to be made when it is either received by the Union in person, by facsimile, or by electronic mail (when coupled with another delivery method); or on the day it is postmarked, whichever occurs first.

Section 14.5- Informal Resolution/Time limits

It is agreed employees will be encouraged to act promptly through informal discussion with immediate superior 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. Time limits may be extended or waived only by written agreement of the parties.

Section 14.6 - 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 the appointing authority. The Union shall send a copy of the grievance to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:

1. Identifies 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.

A decision shall be made in writing within fifteen (15) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate the time limits.

8. At the request of either party, a meeting will be held within fifteen (15) days of receiving the grievance, for the purpose of a mutual exchange of information. If such a meeting is requested, the decision shall be due fifteen (15) working days from the date of the meeting.

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, direct a written presentation to the County's Executive's designated representative indicating the aggrieved wishes the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided by the State Conciliation Service. The arbitrator's compensation and expenses shall be borne equally by the employee or the Union and the County.

Decisions of the arbitrator shall be final and binding.

The Arbitrator shall be advised of and agree to the following provisions:

1. Within ten (10) 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. If the selected arbitrator cannot be scheduled within ninety (90) calendar days, the parties will mutually agree to either another arbitrator or extend the time limits for the hearing.
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 the hearing.

14.7 Arbitration Panel

Unless mutually agreed, for the term of this agreement the County and the Union shall use the following panel:

Alexander Cohn
Luella Nelson
John Kagel

Morris Davis
Christopher Burdick
Gerald McKay

The parties may also mutually agree to choose another arbitrator not on the above list.

Section 14.8 - Arbitration Release Time

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

- 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.
- 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.

ARTICLE 15- PROFESSIONAL PRACTICE COMMITTEE

- a) There will be a Professional Practice Committee that shall act as an advisory body to the administration. The Committee shall consist of three (3) members from the Union representing one each from the divisions of Nuclear Medicine, Medical Laboratory of the Valley Medical Center and one representative in Public Health Department. Each representative may have a designated alternate. The administration shall have an equal number of representatives.
- b) Meetings procedures: Each group will appoint a chairperson who is responsible for setting a time and devising an agenda five (5) days prior to each meeting.
- c) Meetings will be at least quarterly or at more frequent intervals at the request of the chairperson.
- d) Time for the meetings will be limited to ninety (90) minutes.
- e) Other personnel or medical staff may be invited to the meetings at the option of the chairperson.
- f) Minutes will be taken at all meetings.
- g) The Committee shall not involve itself with grievances, wages, hours, or working conditions as defined and set forth in this Memorandum. The objectives of the Professional Performance Committee shall be:
 - 1. To concern itself with standards for professional practice;
 - 2. To work constructively for the improvement of patient care;
 - 3. To recommend ways and means to improve patient care.

ARTICLE 16 – PERSONNEL ACTION

Section 16.1

a) Each new employee shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in this agreement. An incomplete pay period served on initial appointment shall not be counted. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. A leave of absence without pay shall not be credited toward completion of the employee's probationary period. The parties agree that probationary employees shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Consistent with County Charter Section 704(e), probationary employees may not grieve suspensions, demotions, or dismissals.

b) Although probationary employees may not appeal or grieve suspensions, demotions or dismissals, they shall have the right to request and receive Department administrative review of disciplinary action taken during probation. Such review must be requested in writing within ten (10) days of the disciplinary action or it is waived. The Department head, or his/her designated representative, shall hear and make a decision in writing.

c) An employee serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Article 14, shall retain those rights while serving in the new probation period in the classified service.

d) An employee with permanent status, who is serving a subsequent probationary period (13 complete pay periods), 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 4.13. An incomplete pay period served on subsequent appointment shall not be counted

ARTICLE 17 PARITY PROVISIONS

The County and the Union agree to a favored nations clause wherein any increase during the term of this Memorandum in County payment for any County-wide health or insurance premium, or any change in County-wide vacation, holiday, sick leave, automatic check deposit system, or other County-wide employee benefit or practice will be provided the employees of this unit represented by the Union.

ARTICLE 18 - STRIKES AND LOCKOUTS

During the term of this Agreement, the County agrees that it will not lock out employees 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.

ARTICLE 19- FULL AGREEMENT

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

ARTICLE 20 - SAVINGS CLAUSE

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

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

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

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

ARTICLE 21- TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the classifications listed in Article 1 upon the ratification by the Union, and shall remain in full force and effect to and including September 22, 2019 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 September 22, 2019 or any subsequent, September 22, of its desire to terminate this Agreement or amend any provision thereof.


DATED: 8/16/16

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

ENGINEERS AND
SCIENTISTS
OF CALIFORNIA




Pablo Pineda



John Mader



Catherine Holmes




Loan Yumul



Gilbert Gutierrez




Laura Galli




Patty Dadone



Kailand Kim



Stephen Mascovich



Stephen Wong



Nick Steinmeier

APPENDIX A - SALARY TABLES

Effective March 16, 2015 the following salaries will be in effect:

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Min Monthly	Max Monthly
ASST SUPV CLIN LAB SCIENTIST	R1G	3630.48	3812.56	4003.68	4203.44	4413.20	4633.76	4865.52	4987.12	5111.68	7866.04	11075.30
CLINICAL LABORATORY SCIENTIST	R62	3089.12	3244.08	3405.92	3576.56	3755.92	3943.68	4140.72	4244.32	4350.32	6693.09	9425.69
CLINICAL LABORATORY SCIENTIST - U	Q6S	3089.12	3244.08	3405.92	3576.56	3755.92	3943.68	4140.72	4244.32	4350.32	6693.09	9425.69
CYTOTECHNOLOGIST	R57	3234.32	3396.64	3567.28	3746.32	3934.00	4130.48	4337.04	4445.52	4556.64	7007.69	9872.72
HISTOLOGIC TECHNICIAN	R66	2427.84	2548.72	2676.64	2810.80	2951.76	3099.28	3254.24	3335.52	3418.88	5260.32	7407.57
MEDICAL LABORATORY TECHNICIAN	R7G	2502.72	2627.76	2759.12	2897.12	3042.00	3194.08	3353.68	3521.36	3697.36	5422.56	8010.94
NUCLEAR MEDICINE TECHNOLOGIST	R95	3778.40	3967.20	4165.84	4375.12	4594.88	4824.56	5065.76	5192.48	5322.16	8186.53	11531.34
PUBLIC HEALTH MICROBIOLOGIST	R46	3060.48	3214.08	3374.08	3543.12	3721.20	3907.36	4102.72	4205.20	4310.24	6631.04	9338.85
PUBLIC HEALTH MICROBIOLOGIST-U	W29	3060.48	3214.08	3374.08	3543.12	3721.20	3907.36	4102.72	4205.20	4310.24	6631.04	9338.85
SR CLINICAL LAB SCIENTIST I	R1F	3324.72	3490.96	3665.92	3850.16	4043.20	4245.36	4457.60	4569.12	4683.12	7203.56	10146.76
SR CLINICAL LAB SCIENTIST II	R1E	3473.68	3648.16	3831.20	4023.04	4224.08	4435.28	4656.96	4773.44	4892.56	7526.30	10600.54
SR CYTOTECHNOLOGIST	R58	3567.28	3658.80	3842.08	4037.92	4234.80	4446.48	4668.88	4785.52	4905.12	7729.10	10627.76
SR HISTOLOGIC TECHNICIAN	R65	2676.64	2810.80	2951.76	3099.36	3254.40	3417.04	3587.92	3677.60	3769.44	5799.38	8167.12
SR NUCLEAR MEDICINE TECH	R94	4094.64	4300.32	4516.32	4742.32	4978.56	5227.44	5488.88	5625.84	5766.40	8871.72	12493.86
SR PUBLIC HLTH MICROBIOLOGIST	R43	3389.52	3559.92	3738.64	3926.40	4123.04	4329.20	4545.52	4659.12	4775.60	7343.96	10347.13
SUPV CLINICAL LAB SCIENTIST	R59	4003.68	4203.44	4413.20	4633.36	4865.20	5108.48	5363.84	5497.84	5635.28	8674.64	12209.77

Effective September 28, 2015 the following salaries will be in effect:

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Min Monthly	Max Monthly
ASST SUPV CLIN LAB SCIENTIST	R1G	3927.04	4124.00	4330.72	4546.80	4773.68	5012.32	5262.96	5394.56	5529.28	8508.58	11980.10
CLINICAL LABORATORY SCIENTIST	R62	3341.44	3509.12	3684.16	3868.72	4062.72	4265.84	4478.96	4591.04	4705.68	7239.78	10195.64
CLINICAL LABORATORY SCIENTIST - U	Q6S	3341.44	3509.12	3684.16	3868.72	4062.72	4265.84	4478.96	4591.04	4705.68	7239.78	10195.64
CYTOTECHNOLOGIST	R57	3498.56	3674.08	3858.72	4052.32	4255.36	4467.92	4581.76	4808.64	4928.88	7580.21	10679.24
HISTOLOGIC TECHNICIAN	R66	2626.16	2756.88	2895.28	3040.40	3192.88	3352.48	3520.08	3608.00	3698.16	5690.01	8012.68
MEDICAL LABORATORY TECHNICIAN	R7G	2707.12	2842.40	2984.48	3133.76	3290.48	3454.96	3627.60	3809.04	3999.36	5865.42	8665.28
NUCLEAR MEDICINE TECHNOLOGIST	R95	4087.04	4291.28	4506.16	4732.56	4970.24	5218.72	5479.60	5616.64	5756.96	8855.25	12473.41
PUBLIC HEALTH MICROBIOLOGIST	R46	3310.48	3476.64	3649.68	3832.56	4025.20	4226.56	4437.84	4548.72	4662.32	7172.70	10101.69
PUBLIC HEALTH MICROBIOLOGIST-U	W29	3310.48	3476.64	3649.68	3832.56	4025.20	4226.56	4437.84	4548.72	4662.32	7172.70	10101.69
SR CLINICAL LAB SCIENTIST I	R1F	3596.32	3776.16	3965.36	4164.64	4373.52	4592.16	4821.76	4942.40	5065.68	7792.02	10975.64
SR CLINICAL LAB SCIENTIST II	R1E	3757.44	3946.16	4144.16	4351.68	4569.12	4797.60	5037.36	5163.36	5292.24	8141.12	11466.52
SR CYTOTECHNOLOGIST	R58	3858.72	3957.68	4155.92	4367.76	4580.72	4809.68	5050.32	5176.48	5305.84	8360.56	11495.98
SR HISTOLOGIC TECHNICIAN	R65	2895.28	3040.40	3192.88	3352.56	3520.24	3696.16	3881.04	3978.00	4077.36	6273.10	8834.28
SR NUCLEAR MEDICINE TECH	R94	4429.12	4651.60	4885.28	5129.76	5385.28	5654.48	5937.28	6085.44	6237.44	9596.42	13514.45
SR PUBLIC HLTH MICROBIOLOGIST	R43	3666.40	3850.72	4044.08	4247.12	4459.84	4682.88	4916.88	5039.76	5165.76	7943.86	11192.48
SUPV CLINICAL LAB SCIENTIST	R59	4330.72	4546.80	4773.68	5011.84	5262.64	5525.84	5802.00	5946.96	6095.68	9383.22	13207.30

Effective September 26, 2016 the following salaries will be in effect:

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Min Monthly	Max Monthly
ASST SUPV CLIN LAB SCIENTIST	R1G	4044.80	4247.68	4460.64	4683.20	4916.88	5162.64	5420.80	5556.32	5695.12	8763.73	12339.42
CLINICAL LABORATORY SCIENTIST	R62	3441.68	3614.32	3794.64	3984.72	4184.56	4393.76	4613.28	4728.72	4846.80	7456.97	10501.40
CLINICAL LABORATORY SCIENTIST - U	Q6S	3441.68	3614.32	3794.64	3984.72	4184.56	4393.76	4613.28	4728.72	4846.80	7456.97	10501.40
CYTOTECHNOLOGIST	R57	3603.44	3784.24	3974.48	4173.84	4382.96	4601.92	4832.08	4952.88	4958.08	5076.72	10999.56
HISTOLOGIC TECHNICIAN	R66	2704.88	2839.52	2982.08	3131.60	3288.64	3453.04	3625.68	3716.24	3809.04	5860.57	8252.92
MEDICAL LABORATORY TECHNICIAN	R7G	2788.32	2927.60	3074.00	3227.76	3389.12	3558.56	3736.40	3923.28	4119.28	6041.36	8925.10
NUCLEAR MEDICINE TECHNOLOGIST	R95	4209.60	4420.00	4641.28	4874.48	5119.28	5375.28	5643.92	5785.12	5929.60	9120.80	12847.46
PUBLIC HEALTH MICROBIOLOGIST	R46	3409.76	3580.88	3759.12	3947.52	4145.92	4353.28	4570.96	4685.12	4802.16	7387.81	10404.68
PUBLIC HEALTH MICROBIOLOGIST-U	W29	3409.76	3580.88	3759.12	3947.52	4145.92	4353.28	4570.96	4685.12	4802.16	7387.81	10404.68
SR CLINICAL LAB SCIENTIST I	R1F	3704.16	3889.44	4084.32	4289.52	4504.72	4729.92	4966.40	5090.64	5217.60	8025.68	11304.80
SR CLINICAL LAB SCIENTIST II	R1E	3870.16	4064.48	4268.48	4482.16	4706.16	4941.52	5188.48	5318.24	5450.96	8385.34	11810.41
SR CYTOTECHNOLOGIST	R58	3974.48	4076.40	4280.56	4498.72	4718.08	4953.92	5201.76	5331.76	5464.96	8611.37	11840.74
SR HISTOLOGIC TECHNICIAN	R65	2982.08	3131.60	3288.64	3453.12	3625.84	3807.04	3997.44	4097.28	4199.68	6461.17	9099.30
SR NUCLEAR MEDICINE TECH	R94	4561.92	4791.12	5031.76	5283.60	5546.80	5824.08	6115.36	6268.00	6424.56	9884.16	13919.88
SR PUBLIC HLTH MICROBIOLOGIST	R43	3776.32	3966.24	4165.36	4374.48	4593.60	4823.36	5064.32	5190.88	5320.72	8182.02	11528.22
SUPV CLINICAL LAB SCIENTIST	R59	4460.64	4683.20	4916.88	5162.16	5420.48	5691.60	5976.00	6125.36	6278.48	9664.72	13603.37

Effective September 25, 2017 the following salaries will be in effect:

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Min Monthly	Max Monthly
ASST SUPV CLIN LAB SCIENTIST	R1G	4176.24	4385.68	4605.60	4835.36	5076.64	5330.40	5596.96	5736.88	5880.16	9048.52	12740.34
CLINICAL LABORATORY SCIENTIST	R62	3553.52	3731.76	3917.92	4114.16	4320.48	4536.48	4763.20	4882.40	5004.32	7699.29	10842.69
CLINICAL LABORATORY SCIENTIST - U	Q6S	3553.52	3731.76	3917.92	4114.16	4320.48	4536.48	4763.20	4882.40	5004.32	7699.29	10842.69
CYTOTECHNOLOGIST	R57	3720.48	3907.20	4103.60	4309.44	4525.36	4751.44	4989.12	5113.84	5241.68	8061.04	11356.97
HISTOLOGIC TECHNICIAN	R66	2792.72	2931.76	3078.96	3233.36	3395.52	3565.20	3743.44	3836.96	3932.80	6050.89	8521.06
MEDICAL LABORATORY TECHNICIAN	R7G	2878.88	3022.72	3173.84	3332.64	3499.20	3674.16	3857.76	4050.72	4253.12	6237.57	9215.09
NUCLEAR MEDICINE TECHNOLOGIST	R95	4346.40	4563.60	4792.08	5032.88	5285.60	5549.92	5827.28	5973.12	6122.24	9417.20	13264.85
PUBLIC HEALTH MICROBIOLOGIST	R46	3520.56	3697.20	3881.28	4075.76	4280.64	4494.72	4719.44	4837.36	4958.16	7627.88	10742.68
PUBLIC HEALTH MICROBIOLOGIST-U	W29	3520.56	3697.20	3881.28	4075.76	4280.64	4494.72	4719.44	4837.36	4958.16	7627.88	10742.68
SR CLINICAL LAB SCIENTIST I	R1F	3824.48	4015.84	4217.04	4428.88	4651.12	4883.60	5127.76	5256.08	5387.12	8286.37	11672.09
SR CLINICAL LAB SCIENTIST II	R1E	3995.92	4196.56	4407.20	4627.76	4859.04	5102.08	5357.04	5491.04	5628.08	8657.82	12194.17
SR CYTOTECHNOLOGIST	R58	4103.60	4208.88	4419.60	4644.88	4871.36	5114.88	5370.80	5505.04	5642.56	8891.13	12225.54
SR HISTOLOGIC TECHNICIAN	R65	3078.96	3233.36	3395.52	3565.28	3743.60	3930.72	4127.28	4230.40	4336.16	6671.08	9395.01
SR NUCLEAR MEDICINE TECH	R94	4710.16	4946.80	5195.28	5455.28	5727.04	6013.36	6314.08	6471.68	6633.28	10205.34	14372.10
SR PUBLIC HLTH MICROBIOLOGIST	R43	3899.04	4095.12	4300.72	4516.64	4742.88	4980.08	5228.88	5359.52	5493.60	8447.92	11902.80
SUPV CLINICAL LAB SCIENTIST	R59	4605.60	4835.36	5076.64	5329.92	5596.64	5876.56	6170.16	6324.40	6482.48	9978.80	14045.37

Effective September 24, 2018 the following salaries will be in effect:

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Min Monthly	Max Monthly
ASST SUPV CLIN LAB SCIENTIST	R1G	4301.52	4517.20	4743.76	4980.40	5228.88	5490.24	5764.80	5908.96	6056.56	9319.96	13122.54
CLINICAL LABORATORY SCIENTIST	R62	3660.08	3843.68	4035.44	4237.52	4450.08	4672.56	4906.08	5028.80	5154.40	7930.17	11167.86
CLINICAL LABORATORY SCIENTIST - U	Q6S	3660.08	3843.68	4035.44	4237.52	4450.08	4672.56	4906.08	5028.80	5154.40	7930.17	11167.86
CYTOTECHNOLOGIST	R57	3832.08	4024.40	4226.64	4335.12	4661.12	4893.92	5138.72	5267.20	5398.88	8302.84	11697.57
HISTOLOGIC TECHNICIAN	R66	2876.48	3019.68	3171.28	3330.32	3497.36	3672.08	3855.68	3952.00	4050.72	6232.37	8776.56
MEDICAL LABORATORY TECHNICIAN	R7G	2965.20	3113.36	3269.04	3432.56	3604.16	3784.32	3973.44	4172.24	4380.64	6424.60	9491.38
NUCLEAR MEDICINE TECHNOLOGIST	R95	4476.72	4700.48	4935.84	5183.84	5444.16	5716.40	6002.08	6152.24	6305.84	9699.56	13662.65
PUBLIC HEALTH MICROBIOLOGIST	R46	3626.16	3808.08	3997.68	4198.00	4409.04	4629.52	4860.96	4982.48	5106.88	7856.68	11064.90
PUBLIC HEALTH MICROBIOLOGIST-U	W29	3626.16	3808.08	3997.68	4198.00	4409.04	4629.52	4860.96	4982.48	5106.88	7856.68	11064.90
SR CLINICAL LAB SCIENTIST I	R1F	3939.20	4136.24	4343.52	4561.68	4790.64	5030.08	5281.52	5413.76	5548.72	8534.93	12022.22
SR CLINICAL LAB SCIENTIST II	R1E	4115.76	4322.40	4539.36	4766.56	5004.80	5255.12	5517.68	5655.76	5796.88	8917.48	12559.90
SR CYTOTECHNOLOGIST	R58	4226.64	4335.12	4552.16	4784.16	5017.44	5268.32	5531.92	5670.16	5811.76	9157.72	12592.14
SR HISTOLOGIC TECHNICIAN	R65	3171.28	3330.32	3497.36	3672.16	3855.84	4048.64	4251.04	4357.28	4466.24	6871.10	9676.85
SR NUCLEAR MEDICINE TECH	R94	4851.44	5095.20	5351.12	5618.88	5898.80	6193.76	6503.44	6665.76	6832.24	10511.45	14803.18
SR PUBLIC HLTH MICROBIOLOGIST	R43	4016.00	4217.92	4429.68	4652.08	4885.12	5129.44	5385.68	5520.24	5658.40	8701.33	12259.86
SUPV CLINICAL LAB SCIENTIST	R59	4743.76	4980.40	5228.88	5489.76	5764.48	6052.80	6355.20	6514.08	6676.88	10278.14	14466.57

Sideletter
Between
County Of Santa Clara
And
Engineers And Scientists Of California

REST PERIODS

Employees shall normally have a duty free period of twelve (12) hours from the end of one scheduled eight (8) hour shift to the beginning of the next scheduled eight (8) hour shift. If hours are involuntarily assigned and worked within the twelve (12) hour duty free period, the hours within the twelve (12) hour period shall be paid at the rate of time and one-half (1 1/2). Regardless of any other premium rates pay for time worked within this period shall not exceed time and one-half (1 1/2).

Time for which any premium pay is paid shall count as duty free time for purposes of this paragraph and this provision shall be waived. This provision shall only apply if the shift immediately preceding or following the shift qualifying the employee for this premium is actually worked.

This provision shall not apply to employees assigned to relief schedule. This provision may be waived upon the written request of the employee and with the agreement of the supervisor. This provision is waived if either a hospital emergency, disaster beyond the employer's control and/or acts of God require the services of the employees.

DATED: 5/22/01

SANTA CLARA COUNTY

Priscilla Ford

ENGINEERS AND SCIENTISTS
OF CALIFORNIA

Richard Nsiab-Yeboah

Sideletter
Between
County of Santa Clara
And
Engineers And Scientists Of California

SCHEDULING ISSUES

Employees covered by this agreement will have work dates and shift assignments posted fourteen (14) days prior to the beginning of each quarter. Scheduled starting times for shift assignments will be posted fourteen (14) calendar days in advance. It is understood that the above schedules are subject to changes based on operation and staffing requirements.

It is the intent of the County that employees, to the extent possible, will not be scheduled to work in excess of seven (7) consecutive days. Employees who have particular needs should notify their supervisor of any circumstance that may prohibit their working more than seven (7) consecutive days, at least four (4) weeks prior to the posting of new schedules.

The County and ESC shall meet during the term of the agreement, regarding any scheduling issues that may arise.

DATED: 5/22/01

SANTA CLARA COUNTY

Ricella Hood

ENGINEERS AND SCIENTISTS
OF CALIFORNIA

Richard Nsiah-Yeboah

Sideletter
Between
County of Santa Clara
And
Engineers and Scientists of California

Valley Medical Center Laboratory Transfer Opportunities

VMC shall post notices regarding transfer opportunities within the Laboratory on the Laboratory bulletin board for a period of seven (7) consecutive days. This will facilitate transfer of permanent employees within their current job classification before outside applicants are considered. Upon approval by the appointing authority, the transfer of permanent employees will be made when an applicant is hired and trained to replace the transferring employee.

Permanent vacancies which the Laboratory intends to fill within the same classification shall be filled by seniority (days of accrued service) provided the senior employee is equal to all other interested employees in terms of merit of merit and ability and is able to perform the duties of the position with minimal orientation.

DATED: _____

SANTA CLARA COUNTY

ENGINEERS AND SCIENTISTS
OF CALIFORNIA

Pablo Pineda

Nick Steinmeier