



CONTRACT NEGOTIATIONS 2007

SCCEAA/IFPTE LOCAL 21 & COUNTY OF SANTA CLARA

RATIFICATION DOCUMENT

AUGUST 22, 2007

The Negotiation Team recommends the following Tentative Agreements be approved by the SCCEAA Membership.

The following are highlights of changes to existing Memorandum of Agreement languages as Tentative Agreement language. Full Tentative Agreements are available for your review at this General Membership meeting. After the vote, all signed Tentative Agreements will be available for review at the IFPTE Local 21 – South Bay Office, located at 675 N. First Street, Suite 715.

Tentative Agreements

Term: 3 years, September 24, 2007 – September 20, 2010

Salary/Wages: September 24, 2007 – 4%
September 22, 2008 – 2%
September 21, 2009 – 2%

Changes & Enhancements:

Section 1.2 a) – Add new coded positions – housekeeping.
Environmental & Safety Compliance Specialist – SCVHHS
Environmental Health & Safety Compliance Specialist – Water System Advisor
Environmental Health & Safety Specialist – Roads and Airports Department

Section 1.2 b) Add new coded positions – housekeeping.
Principal Environmental Compliance Specialist
Principal Occupational Safety Specialist

Section 1.11 Recognition – housekeeping.
A list of all represented codes will be added.

Section 2.9 – Performance Appraisal Program (NEW SECTION)

The program covers all bargaining unit employees represented by the Union. It is agreed that the performance appraisals will not be used by the County, the bargaining unit employees or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions or demotions.

Section 3.4 – Temporary Assignment
Change from 6 days to 5 days.

(New added language) – An employee assigned work out of classification shall receive pay for holidays when employee is assigned work out of classification the day prior to and following the holiday.

Section 3.5 - Automatic Check Deposit (NEW SECTION)

All employees hired after the effective date of this agreement shall be paid by automatic check deposit. By January 2008, all employees hired prior to the effective date of this agreement shall be paid by check deposit.

Section 3.6 – Bilingual Pay (NEW SECTION)

SCCEAA represented employees shall be eligible for bilingual pay in accordance with the County's Ordinance on Bilingual Pay.

Section 4.1 – Legal Holiday – add Cesar Chavez to list, housekeeping.

Section 5.8 – Scheduled Time Off Cash-Out – housekeeping.
Deleted provision of the additional 32 hrs of STO cash out if you trade 32 hrs STO and 8 hrs of sick leave. Instead, it will be a straight 40 hrs STO for 40 hrs cash out or 80 hrs STO for 8- hrs cash out.

Section 6.5 – Bereavement Leave

Add – Step-parent

(New Language) – Up to an additional three (3) days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.

Section 7.4 c. – Other Family Leave (Revise language)

Upon request, family leave, **with or without pay**, shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave ~~Policy~~ **Act** for a ~~total~~ **period** of **up to six (6) months** ~~twelve (12) work weeks~~.

Section 7.4 d – Family Care Usage (NEW SECTION)

An employee will be entitled to use one half (1/2) of his/her annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring he/her care, or in order that he/she may obtain medical consultation to preserve his/her health. “Immediate family” shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, or the same sex domestic partner of the employee, 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 7.5 – Jury Duty – housekeeping.

Employee will be paid when responding to Summon for Jury Duty – even if they are not selected.

Section 7.7 – Educational Leave and Tuition Reimbursement

Increase from ~~\$650.00~~ to **\$800.00** per employee per fiscal year.

Section 7.8 – Professional Development Fund.

Increase from ~~\$2,300.00~~ to **\$3,000.00** per fiscal year for Union.

New language:

The following are eligible under the Program for consideration by a Department head:

- **Registration for video/Internet conference events, professional books included course and non-course related to the professional development of the represented employees in the bargaining unit.**
- **Books, literature, tapes, and videos (study guides and manuals) for the “Engineers-In-Training” examination, Professional Engineer examination, and certification programs.**
- **Examination and Registration fees, connected to the “Engineers-In-Training”, Professional Engineer, and certification programs.**

Section 8.2 – Insurance Premiums - housekeeping.

Section 8.3 – Medical Benefits for Retirees (NEW SECTION)

a) For Employees Hired on or after August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such 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 the same-sex 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 June 19, 2006:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2,610 days of accrued service) or more with the County and who retire on PERS directly from the County. 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 the same-sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

Section 8.4 – PERS

Second paragraph – **7%** change to **7.49%**.

New Language –

Taking into consideration the agreement between 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 accordance with SS 20636, Sub section (c) (4) of the California Public Employees Retirement Law, the County and the Engineers and Architects agree that County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS “Single Highest Year”.

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

Section 8.5 – Meal Reimbursement – housekeeping.

Section 8.6 – State Disability Insurance – housekeeping.