Summary of Changes

Agreement between CEMA and County of Santa Clara to replace the 2014 - 2015 agreement with a five year agreement 2014 -2019.

New provisions are underlined; deleted sections are struck-through.

Modify: Memorandum of Understanding

This is a Memorandum of Understanding between the County of Santa Clara (County) and the County Employees Management Association (CEMA) a California Corporation, which is affiliated with Operating Engineers, Local Union #3, AFL-CIO.

This Memorandum is the result of both parties meeting and conferring in good faith. The parties agree that the rates of pay contained herein comply with Section 709 of the Charter of the County of Santa Clara for the full term of this Agreement, which is June 23, 2014 through June 21, 2015—June 23, 2019.

Modify Section 2.1 – Basic Wage
Salaries for the term of the agreement for represented classifications are contained in Appendix B.

2% Wage Increase for Structural Changes:

For the period between December 23, 2013, and June 22, 2014, the County provided 4% wage increase (equivalent to a 2% annual wage increase) in exchange for structural changes made herein. Effective June 22, 2014, at 11:59 p.m. the wage increase amount shall decrease from approximately 4% to 2%.

General Wage Increases:

Effective June 23, 2014, the County will provided a 3% wage increase for all employees in the bargaining unit except that employees in those classifications listed in Section 2.6 below shall not receive the 3% general wage increase.

Effective June 22, 2015, the County will provide a 3.25% general wage increase for all employees in the bargaining unit that will be combined with 6.21% self-funded wage for a total of 9.46% except that employees in those classifications listed in Section 2.6 below shall not receive the 3.25% general wage increase. Employees listed in Section 2.6 below shall receive the 6.21% self-funded wage increase but not the 3.25%.

Effective Pay Period 16/14 June 27, 2016, the County will provide a 3.0% general wage increase for all classifications in the bargaining except for those employees in those classifications listed in Section 2.6 below.

Ratified: 10/07/2014
Effective Pay Period 17/14 June 26, 2017, the County will provide a 3.0% general wage increase for all classifications in the bargaining except for those employees in those classifications listed in Section 2.6 below.

Effective Pay Period 18/14, June 25, 2018, the County will provide a 3.0% general wage increase for all classifications in the bargaining except for those employees in those classifications listed in Section 2.6 below.

Self-Funded Raise (June 24, 2013 through August 18, 2013):
For the period of June 24, 2013, through August 18, 2013, the County provided a self-funded 4.581% wage increase for “classic” employees who paid 5.08% towards the employer PERS share.

Self-Funded Raise Effective August 19, 2013:
Classic Miscellaneous Employees
The employee shall continue to pay towards employer PERS share a total of 8.011% (contribution of 5.08% plus existing contribution 2.931%). In addition, the employee will continue to pay a total of 1% on the employee’s PERS share. Total employee paid contribution for PERS is 9.011%. In return for the ongoing payment of 5.08% towards the employer PERS share, the County provided equivalent self-funded wage increase which is approximately 4.581%.

Self-Funded Raise Effective June 22, 2015
Effective June 22, 2015, employees in the Classic Miscellaneous tier, except those employees in classifications tied to another bargaining unit listed in Section 2.6, shall contribute an additional amount equal to 7% of PERSable wages to the Member (employee) contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

Classic Safety Employees
The employee will continue to contribute 5.08% towards employer PERS share in addition to the existing contribution the employee makes to the employee/member share. In return for the ongoing payment of 5.08% towards the employer PERS share, the County will provide equivalent self-funded wage increase which is approximately 4.581%.

Effective June 22, 2015, employees in the Classic safety tier classifications of X44 Probation Manager and X20 Supervising Probation Counselors shall contribute an additional 7% of PERSable wages to the Member (employee) contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.
Effective June 22, 2015, Employees in the Classic safety tier classifications of T29 Park Ranger Supervisor and B6K Manager of Park Ranger Operations shall contribute additional 2% of PERSable wages to the Member (employee) contribution to PERS in exchange and additional 5% to the Employer contribution to PERS for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

<table>
<thead>
<tr>
<th></th>
<th>Employee Contribution</th>
<th>Employer Contribution Paid by Employee</th>
<th>Total Employee Contribution Before</th>
<th>After*</th>
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<tr>
<td><strong>Non-Safety</strong></td>
<td>8% (1 + 7)</td>
<td>8.011% (5.08 + 2.931)</td>
<td>9.011%</td>
<td>16.011%</td>
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<td><strong>Safety</strong></td>
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<td>Probation</td>
<td>9% (7 + 2)</td>
<td>5.08%</td>
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<td>Park</td>
<td>9% (2 + 7)</td>
<td>10.08% (5.08 + 5)</td>
<td>12.08%</td>
<td>19.08%</td>
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**Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees**

These employees shall contribute no less than that paid to PERS by the classic miscellaneous employees (this includes amounts for both employer and employee share). In return the County will provide equivalent self-funded wage increase which is approximately 4.581%.

Effective June 22, 2015, employees in the PEPRA Miscellaneous tier shall contribute an additional 7% of PERSable wages to the Employer’s contribution to PERS in exchange for the 6.21% self-funded wage increase as described above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

**Public Employee Pension Reform Act (PEPRA) Safety Employees**

These employees shall contribute no less than that paid to PERS by the classic safety employees (This includes amounts for both employer and employee share). In return the County will provide equivalent self-funded wage increase which is approximately 4.581%.

Effective June 22, 2015, employees in the PEPRA Safety tier shall contribute an additional 7% of PERSable wages to the Employer’s contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS
contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

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<th>Employee</th>
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<th>Total Employee Contribution</th>
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<td>Before</td>
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<td>After</td>
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<tr>
<td>Non-Safety</td>
<td>6.50</td>
<td>9.011 (2.511% +7.0%)</td>
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<td>Safety</td>
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<tr>
<td>Probation</td>
<td>10.75%</td>
<td>12.08% (1.33 + 7.0)</td>
</tr>
<tr>
<td>Park</td>
<td>10.75%</td>
<td>12.08% (1.33 + 7.0)</td>
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</table>

Self-Funded Raise Effective November 9, 2015 for Classifications in Section 2.6

Effective November 9, 2015, classifications listed in Section 2.6, shall contribute an additional amount equal to 7% of PERSable wages to the Member (employee) contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

Add to 2.2 Modify subsections c) and d)

c) Effective October 13, 2014, the following classifications, when assigned to work evening shifts on a regular, ongoing basis shall receive an additional $212.00 biweekly. Evening shift shall be defined as any scheduled shift of at least eight hours beginning on or after 2:00 pm and ending on or before 2:00 a.m.

One (1) G24 Computer Operations Shift Supervisor position

Two (2) D41 Law Enforcement Records Supervisor positions

Two (2) G70 Custody Support Assistance Supervisor positions
One (1) X20 Supervising Probation Counselors position

One (1) G91 Supervising Communications Dispatcher position

Two (2) H12 Janitor Supervisor positions

One (1) U9D Supervising Protective Services Officer position

One (1) C84 Health Care Program Manager position

One (1) Y32 Social Services Program Manager I DFCS position

One (1) M2 Fleet Maintenance Supervisor position

d) Effective October 13, 2014 the following classifications, when assigned to work night shifts on a regular, ongoing basis shall receive an additional $264.00 biweekly. Night shift shall be defined as any scheduled shift of at least eight hours beginning on or after 10:00 p.m. and ending on or before 10:00 a.m.

One (1) Computer Operations Shift Supervisor position

One (1) D41 Law Enforcement Records Supervisor position

One (1) X20 Supervising Probation Counselor position

One (1) G91 Supervising Communications Dispatcher position

Two (2) H12 Janitor Supervisor positions

Two (2) U9D Supervising Protective Services Officer positions

Modify Section 2.6 – Nurse Realignments

a) The following classifications, during the term of this Agreement, shall be aligned with the appropriate classes in RNPA:

S80 Administrative Nurse II
B56 Clinical Risk Prevention Prog
Mgr
B05 Director of Cardiovascular Svs
S03 Infection Control Nurse
Supervisor
B6F Manager, Adult Custody Mental Health Services
S66 Nurse Manager Artificial Kidney Unit
S43 Nurse Manager Burn Center
S31 Nurse Manager Children Shelter Custody Health
S42 Nurse Manager Critical Care
S53 Nurse Manager Emergency Department
S65 Nurse Manager Labor Del Pernl Evl Prd
S63 Nurse Manager Medical Surgical Nursing
S84 Nurse Manager Mental Health Nursing
S64 Nurse Manager Mother Infant Care Center
S81 Nurse Manager Neonatal ICU
S55 Nurse Manager Operating Room Services
S67 Nurse Manager Pediatrics-ICU
S61 Nurse Manager Post Anesthesia Care Unit
S62 Nurse Manager Rehabilitation
P70 Nursing Info Systems Mgr
S18 Patient Services Case Coord
C70 Public Health Nurse Manager I
C69 Public Health Nurse Manager II
C87 Quality Improvement Coordinator - SCVMC
S20 Quality Improvement Manager - Alc & Drug Srv
S07 Quality Improvement Manager - AMB CHS
S01 Quality Improvement Manager - Hospital
S69 Quality Improvement Manager Inpt Nursing
S13 Quality Improvement Manager - MH Ops
S72 Quality Improvement Manager - A P SV
P62 Specialty Programs Nurse Coordinator
S71 Trauma Program Coordinator
B12 Utilization Management QA Mgr
S12 Utilization Review Coordinator
S19 Utilization Review Coordinator - VHP
S10 Utilization Review Supervisor
H55 DIR Q&U Amb & Comm Hlth/Mng Cr
S90 DIR Nursing Acute Psych Svcs
N56 DIR Valley Specialty Center
N5A DIR of Care Management
N54 DIR of Nursing Professional Practice
B5B Mgr of Care Management
b) CEMA nursing related classifications listed in Section 2.6 shall not be subject to the wage reduction of 2% on June 22, 2014. Should RNPA negotiate a general wage increase during Fiscal Year 2015, the wage of CEMA nursing managers shall be reduced by 2% and then the wage increase equivalent to the wage increase negotiated by RNPA shall be added to the CEMA nursing manager wage.

Modify Section 5.1

The County and covered employees shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The County will pay the cost of any premiums for “employee only” and the County portion of premiums on tiers with employee premium sharing that is not covered by the employees’ share of the premium.

For the 2014-15 plan years, the employee share per pay period shall be as follows:

Valley Health Plan (VHP) $0 Employee only, $0 Employee and Adult; $0 Employee and child(ren), $0 Family

HMO (currently Kaiser) plan $0 Employee only, $11.40 Employee and child(ren), $13.3002 Employee and Adult, $47.98 $18.37 Family

Point of Service (currently HealthNet) Plan 0% Single, $39.11 Family (which may be adjusted based on the formula outlined in the sideletter agreement titled Health Care Assistance for Health Net family coverage) through December 21 20, 2014. Effective December 22 24, 2014 the employee share of the Point-of-Service for family will be $52.83.

In each year after the 2014-2015 plan year, 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.

For County employees occupying permanent part-time positions who work a minimum of 40 hours per pay period, the County will pay a prorated portion of the medical plan premiums described above based upon the covered worker’s standard hours.
Effective with coverage on or about January 1, 2012, the Kaiser Plan co-payments will be changed to: The HMO plan design shall be:
- $10 co-payment for office visits,
- $35 co-payment for emergency room visits,
- $5-$10 co-payment for prescriptions (30-day supply)
- $10-$20 co-payment for prescriptions (100-day supply)
- $100 co-payment for hospital admission

Effective with coverage on or about January 1, 2012 the Health Net Plan will be changed to: The Point of Service Plan design shall be:
- $15/$20/30% (Tiers 1/2/3) co-payment for office visits
- $50/$75/30% co-payment for emergency room visits
- $5/$15/$30 (generic/brand/formulary) co-payment for prescription (30-day supply)
- $10/$30/$60 co-payment for prescription (90-day supply).

The parties agree that effective November 1, 1999, Hearing aid coverage shall be continued in added to all health plans.

Effective 6/23/2013 Effective June 23, 2014, the County will pay the total premium for the employee-only premium while on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

Add New Section:
Upon request, the parties agree to meet to discuss the possibility of modifying VHP into two separate plan designs. No change to the plan designs listed above may occur except by mutual agreement of the parties.

Add New Section: High Deductible Health Plan (HDHP)
The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as and an option to current health plans.

Modify ARTICLE 6 – DOMESTIC PARTNERS

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

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

**Tax Liability**

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

Modify 8.1 **fiscal years 2013 and 2014 fiscal year 2015**

Modify 11.2 All eligible employees whose state mandated license/certificate expires between June 27, 2011 and June 23, 2013 **June 23, 2014 and June 23, 2019 must** present a receipt showing proof of payment and/or the renewed license certificate within thirty (30) working days after the expiration of the license/certificate to receive reimbursement. (add 2019)

Modify 14.1 **Scheduled Time Off h) update dates**

Modify 16.4 replace arbitrator Fred D’Orazio with Alexander Cohn.

Modify Article 27 Term of agreement to reflect June 23, 2014 through **June 23, 2019**. Upon request of either party, the parties shall commence negotiations for the successor agreement no later than 120 days prior to the expiration of this agreement.

**Add new section: Wage Realignment**

By November 3, 2014, CEMA shall provide the County with a list of classifications for wage realignment review.

The County and CEMA both understand that the wage realignment review process outcome shall be governed by the procedures below and shall not set precedent for future wage realignment negotiations. Downward realignments are prohibited under this agreement.

Neither the provisions of this side letter or results of the realignment process are subject to the grievance procedure.

The County and CEMA agree to meet on the criteria used to evaluate realignments and timelines for the review process. Should there not be agreement on the criteria; the County shall make the final determination. In the first contract year, the County shall provide an amount that would result in a total increased annual budget that equals up to 0.5% (no more than $1,041,765) of the bargaining unit wage cost (including wage driven cost as in retirement, workers compensation, unemployment insurance, FICA/Medicare) for wage realignment for unspecified job classes to be agreed upon by the parties and shift differential for classifications added to Article 2.2 (c) and
(d.) The 0.5% cap will be reduced by approximately $80,000 for the annualized cost of adding the eligible classifications to the evening and night differential.

Following the realignment review, the County agrees to notify CEMA of the results with the amount of wage realignment, if any and to meet if requested.

The realignment adjustments shall be consistent with the process used for the 2014 SEIU realignments.

It is anticipated that the County will make a recommendation to the Board of Supervisors by the Mid-Year budget time frame with an effective date of June 23, 2014 for any approved wage adjustments. Such recommendation shall include a statement of concurrence, or non-concurrence by the CEMA.

**All Other Sideletters**, including the Health care Assistance Sideletter and the “Administrative Leave Letter” continue for the term of this agreement.

**Modify Appendix A**

APPENDIX A – Classifications Eligible for License Reimbursement

Administrative Nurse II  
Administrative Director, Laboratory  
Assistant Administrative Director, Laboratory  
Assistant Chief Respiratory Care Practitioner  
Assistant Director of Pharmacy Services  
Chief Cardiovascular Technologist  
Chief Nuclear Medicine Technologist  
Chief Radiation Therapist  
Chief Respiratory Therapist/Practitioner  
Clinical Biochemist  
Clinical Microbiologist  
Clinical Nutrition Services Manager  
Clinical Toxicologist  
Deputy Sealer of Weights and Measures  
Diagnostic Imaging Assistant Director  
Director of Diagnostic Imaging Services  
Director of Medical Social Services  
Director of Pharmacy Services SCVHHS  
Director of Therapy Services
Emergency Medical Services Field Coordinator
Health Care Program Manager II (where license required)
Nurse Manager Artificial Kidney Unit
Nurse Manager Burn Center
Nurse Manager Children’s Shelter & Custody Health Services
Nurse Manager Critical Care
Nurse Manager Emergency Department
Nurse Manager Labor & Delivery, PEP Laboratory
Nurse Manager Medical Surgical Nursing
Nurse Manager Mental Health Nursing
Nurse Manager Mother Infant Care Center
Nurse Manager Neonatal ICU
Nurse Manager Operating Room Services
Nurse Manager Pediatrics ICU
Nurse Manager Post Anesthesia Care Unit
Nurse Manager Rehabilitation
Park Maintenance Supervisor
Patient Services Case Coordinator
Public Health Nurse Manager I
Public Health Nurse Manager II
Quality Improvement Manager – Acute Psychiatric Services
Quality Improvement Manager – Alcohol & Drug Services
Quality Improvement Manager – Ambulatory CHS
Quality Improvement Manager – Inpatient Nursing
Quality Improvement Manager – Mental Health Outpatient Programs
Radiation Therapist
Senior Health Care Program Analyst
Supervising Diagnostic Imaging Technologist
Supervising Environmental Health Specialist
Supervising Pharmacist
Supervising Respiratory Care Practitioner
Supervising Transportation Engineer
Therapy Services Program Manager (Only those with required State of California license)
Trauma Program Coordinator
Utilization Review Coordinator
Supervisor, Surveying and Mapping Program
Vector Control Operations Supervisor