DATE: Wednesday, May 29, 2019

UNION/BARGAINING UNIT: SEIU, LOCAL 521

DETAILS:

2019 County of Santa Clara Labor Relations Update
Regarding Service Employees International, Local 521

The County of Santa Clara has a legal duty to bargain in good faith with employee representatives on wages, hours and other terms and conditions of employment. In addition to our legal duty, we understand the value of providing working conditions that foster committed, long-term employees and organizational efficiencies that result in delivering high-quality service to our community.

Service Employees International Union, Local 521 (SEIU), requested to open negotiations with the County for a successor memorandum of agreement. The current agreement expires on June 16, 2019. SEIU Local 521 is comprised of eight bargaining units, which all negotiate separately. There is also coordinated bargaining with all eight bargaining units at a main table.

Main Table
Negotiations between the County and SEIU Local 521 commenced on April 18, 2019. As of May 24, 2019, the parties have met in nine negotiations sessions at the main table. At the last negotiations session held on May 16, 2019, SEIU walked out of bargaining and did not meet at the next scheduled session. Despite requests by the County for future dates to meet, SEIU Local 521 has not provided the County a next confirmed meeting date for negotiations, but has stated it anticipates resuming on May 30, 2019. After these nine sessions, the County is still awaiting SEIU Local 521’s complete proposal on economic and operational items.

Unit Tables
Seven of the eight bargaining unit tables canceled prescheduled bargaining the week of May 20, 2019. One of the unit table negotiations was not conducted due to training needs. As at the main table, SEIU Local 521 negotiators have not provided County negotiators with a confirmed next scheduled date to meet.

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SEIU Local 521 Proposals
SEIU Local 521 proposed a 9% general wage increase for the first year of the agreement (and each subsequent year). The first-year cost of this general wage increase proposal is over $95,000,000 and would increase exponentially as base wages increase in following years. Therefore, a 9% wage increase would be a larger portion of a larger base wage each year.

In addition to a 9% general wage increase, SEIU Local 521 has proposed additional wage adjustments of up to 22.5% for SEIU represented employees for time served in salary steps and time served in the County. The total increase to the base wage for employees as proposed would be up to 31.5%.

As well as the wage increase proposals at the main table, several of the individual bargaining units have proposed further increases to base wages for employees in the unit. For example, the largest bargaining unit, representing over 5,000 employees, has also proposed a base salary increase for time served in salary steps and time served in the County. The total increase to the base wage as proposed for the largest unit would be up to 49.0%.

None of the above percentages factor in wage increase proposals for individual classifications, which range from 10% to 90%. As proposed by SEIU Local 521, the largest wage increase would be up to 139%. These amounts do not include increases to other economic items, such as existing and newly proposed differentials or other proposals with economic impacts. The number of Union proposals with economic impact presented thus far at all tables is 388.

Below are further examples of what the County would be required to comply with, should we agree to SEIU Local 521’s current proposal:

- **Transfer Band expansion from 15% to 30%**
- **Elimination of all work with outside contractors**
- **Employees would be able to engage in concerted work stoppages during the term of the agreement**
- **Overtime compensation would be paid at double and triple time**
- **Employee scheduling for use of accrued compensatory time and personal leave would be at the employee’s discretion and not subject to management approval**

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• **Managers would be required to grant expanded paid bereavement leave for employees’ aunts, uncles, nieces, nephews, cats and dogs**

• **Departments would be required to grant every employee’s request for an alternate work hour schedule (such as a four days per week/ten hours per day)**

• **All denials of an employee’s request to telework would be subject to the grievance procedure and binding arbitration, regardless of an employee’s classification and duties**

• **Documentation contained in a supervisory file (e.g., employee counseling) would be reviewable by an employee and “have zero effect on employee performance, appraisal and/or other related factors”**

• **Management would not be allowed to impose any discipline on an employee higher than a verbal counseling for a first-time offense unless the employee has committed an egregious violation, such as a criminal act**

The County of Santa Clara exists to provide the services required to support the people and processes of the county. In order to do so, the management must be able to control how the organization operates, and reserves the right to determine when, where and which resources are deployed.

The County of Santa Clara works with our employees to provide the best possible opportunities for growth, engagement and stability. In turn, our workforce is focused on delivering the highest quality services to our community.

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