

**Agreement
between**

**Building & Construction
Trades Council**

**of Santa Clara, San Benito
and Santa Cruz Counties**

**County of
Santa Clara**

July 9, 1979 - June 30, 1981

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA

AND

BUILDING AND CONSTRUCTION TRADES COUNCIL

OF SANTA CLARA, SAN BENITO AND SANTA CRUZ COUNTIES

JULY 1979 TO JUNE 1981

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PREAMBLE

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and Building and Construction Trades Council of Santa Clara, San Benito and Santa Cruz Counties (hereinafter referred to as the Union). This Memorandum of Agreement incorporates by this reference all appendices attached.

ARTICLE 1 - RECOGNITION

The County recognizes the Union as a majority bargaining representative for all classified employees in coded classifications within the bargaining unit.

For the purpose of this Agreement, an employee shall be defined as a person employed in a coded classification in the bargaining unit covered by this Agreement.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1

The County and the Union agree that no person employed or applying for employment thereto shall in any way be discriminated against because of age (except as required by law), race, color, creed, religion, union activity, affiliations, political opinions, or sex.

Section 2.2

The County shall not discriminate for or against any employee or in any way coerce or influence any employee in his/her free choice to join or refrain from joining the Union.

ARTICLE 3 - UNION SECURITY

Section 3.1

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 County, 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

The County agrees to meet and confer and attempt to reach agreement on Union security in the event the concept of Union and Agency Shop in California public employment is enacted into State statute.

Section 3.3

- a. Employees covered by this Agreement who have authorized Union dues deductions as of July 1, 1979 shall continue to have such deductions made by the County during the term of this Agreement, except that such employees may terminate such dues deductions during the month of June of any year pursuant to paragraph (c) of this Section.

- b. Each person employed during the term of this Agreement 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 em-

ployee may terminate such dues deductions pursuant to paragraph (c) of this Section.

- c. An employee may terminate his/her authorization for Union dues or service fee deduction by giving notice thereof to the Director of Finance of County by registered letter deposited in 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. Union agrees to indemnify, defend and hold 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. Upon returning from leave of absences, the County shall reinstate payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave, provided, however, the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

Section 3.4

- a. The Union, where it represents employees of a County department shall be provided by that department use of adequate and accessible space on bulletin boards for communications.
- b. The Union may distribute material to employees in its representation unit through normal channels.

Section 3.5

The parties agree to share equally the cost of printing two hundred (200) copies of this Agreement. The parties shall receive an equal number of copies of the printing run. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than sixty (60) days after final agreement on all language.

ARTICLE 4 - OFFICIAL REPRESENTATIVES AND STEWARDS

Section 4.1 - Official Representatives

- a. The Union agrees to notify the County of their Official Representatives for each representation unit and changes in such Representatives.
- b. The County agrees to provide release time for Official Representatives or designated alternates upon request for attendance at meetings with Management either at the departmental or County-wide level. It is agreed that reasonable time for representation shall be recognized by the County for meetings with Management.
- c. The Union agrees, insofar as possible, that meetings with Management shall be arranged in advance, with notification to the appropriate level of Management of the Official Representatives planning to attend. Management agrees to arrange for release time with the Official Representative's supervisor.
- d. The parties agree that no more than three (3) Official Representatives shall be recognized for the purpose of release time at any single meeting.
- e. The parties agree that no more than four (4) Official Union Representatives shall be recognized for the purpose of release time for contract negotiations.

ARTICLE 5 - LAYOFF AND SENIORITY

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2, 5.6 and 5.14 of this Agreement, seniority for purposes of layoff is defined as length of continuous paid employment within a coded classification with the classified service of the County. Seniority shall be retained, but shall not accrue, during any period of leave without pay.

Section 5.2 - 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 5.1, to each employee's prior service with the other agency.

Section 5.3 - Changes to Classes

The County and the Union agree that to the extent possible, employees should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

Section 5.4 - Order of Layoff

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 5.5 - 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 Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss the circumstances requiring the layoff and any proposed alternatives. The procedures of Section 5.6 shall be applied prior to the effective date of the layoff.

Section 5.6 - 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.

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. Upon entry into such vacancy, total service shall be computed as in Section 5.6(c).

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. For the purpose of computing total service in the new class, the employee shall be given credit for all time served in the class which the employee is leaving, plus any time previously served in the class to which the employee is being returned.

Section 5.7 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 5.6, the employee shall be laid off. If an employee elects not to exercise the rights in Section 5.6(c), he/she may be deemed to have been offered and to have declined such work.

Section 5.8 - Re-employment List

The names of such probationary and permanent employees reassigned or laid off in accordance with Sections 5.6(b), 5.6(c) or 5.7 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 5.4. 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.

Section 5.9 - 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 5.10 - Names Dropped from Re-employment List

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 such re-employment, be dropped from the list. Refusal to accept the first offer of re-employment within the same classification, shall cause the name of the person to be dropped from the re-employment list.

Section 5.11 - 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 5.12 - Return to Former Class

As an alternative to appointment from any employment list, any current regular employee, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a position in any class in which regular status

had formerly been acquired, or to any related class on a comparable level with the former class.

Section 5.13 - Unclassified Appointment

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

Section 5.14 - Rights Upon Promotion or Upon Transfer to Classified or
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/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the employee's former class in the event the layoff procedure is involved.

ARTICLE 6 - PERSONNEL ACTIONS

Section 6.1 - Probation

Each new employee shall serve a probationary period of six (6) months unless otherwise indicated in the appendices. 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 and full and complete access to the grievance procedure except the right to grieve suspension, demotions and dismissals.

Section 6.2 - Personnel Files

The County shall maintain a personnel file for each employee. The department may also maintain a personnel file for each employee. Employees shall have the right to review their personnel file or authorize review by their representative. No material will be inserted into the employee's personnel file without prior notice to the employee. Employees shall be required to initial all material of a non-routine nature that is placed in his/her file.

Section 6.3 - Disciplinary Action

The County may take disciplinary action for cause against any employee by suspension, demotion or discharge by notifying the employee in writing. Notice of disciplinary action must be served on the employee in person or by registered mail.

The notice shall be included in the employee's personnel file and a copy sent to the Union and shall include:

- a. State of the nature of the disciplinary action.
- b. Effective date of the action.
- c. Statement of the cause thereof.
- d. Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e. Statement advising the employee of the right to appeal from such action and the right to Union representation.

Section 6.4 - Counseling and Unfavorable Reports

a) Counseling

In the event that an employee's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first level supervisor. Documentation of such counseling shall be given to the employee as it is developed. Such documentation shall not be placed in an employee's personnel file and when the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. The employee will be offered the option of having his/her Steward or Union Representative present at a conference.

b. Unfavorable Reports on Performance or Conduct

If upon such counseling an employee's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file.

No unfavorable reports shall be placed in an employee's file unless such report is made within five (5) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Provided no additional report has been issued during the intervening period, each report shall be removed from the employee's file at the end of nine (9) months. Upon resignation, any such reports shall be removed from the employee's file. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion in their personnel file.

ARTICLE 7 - PAY PRACTICES

Section 7.1

Effective Pay Period 79/15 July 9, 1979 all salaries shall be as listed in Appendix A attached hereto and made a part hereof. Effective pay period 80/15, July 7, 1980, all salaries shall be as listed in Appendix B attached hereto and made a part hereof. The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.

Section 7.2 - Part-time Salaries

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

Section 7.3 - Work Out of Classification

Both parties agree when an employee is temporarily assigned work out of classification in a designated supervisory position within the bargaining unit, the employee shall receive the pay of the supervisory employee commencing on the first such working day following the accumulation of twenty (20) working days' service which has been recorded and approved in that supervisory classification, except that in the Craft Shops, the following shall apply:

In the event of the absence of Craft Supervisor or Senior Craftsman for an unscheduled period of time, no subordinate Senior Craftsman or Journeyman will be appointed to temporarily fill these positions until five (5) work days of absence. This exemption shall not apply to more than five (5) work days in any calendar month nor to more than a total of fifteen (15) work days in a contract year per Craft Supervisor or Senior Craftsman.

ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Hours of Work

Eight (8) hours' work shall constitute a full day's work and forty (40) hours' work shall constitute a full week's work unless otherwise provided by law, code or other agreement. The normal shift for Building Inspectors and Senior Building Inspectors is 8:00 a.m. to 5:00 p.m. The normal shift for all other employees represented by this Agreement is 8:00 a.m. to 4:30 p.m. The normal workweek for all classifications represented by this Agreement is Monday through Friday.

The parties agree that the above does not provide a guarantee of work or pay for hours not worked.

Section 8.2 - Overtime Work

For all employees in this unit, overtime is defined as time worked beyond forty (40) hours in any workweek 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. People shall not be assigned irregular work hours to avoid the payment of overtime as may be required during the terms of this Agreement by the Fair Labor Standards Act (FLSA). The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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, including premium pay for shift differentials, for employees where required by State or Federal law or when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the 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. Compensatory time balances shall be paid in cash on separation. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off under FLSA is legally allowed and the appointing authority agrees.

In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among employees in the same classification and applicable work unit as equally as practicable. Overtime work required beyond the regular eight (8) hours' duty shift shall be offered first to the regular employees who normally work such assignments.

Section 8.3 - Departmental Agreements

All agreements between departments and the Union covering overtime, holiday, and vacation scheduling entered into this Agreement shall remain in effect pursuant to their term.

Section 8.4 - Meal Periods

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

Section 8.5 - 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.

Section 8.6 - Call-Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of two (2) hours' call-back time shall be credited the employee. Employee will be credited for each call-back during a rescheduled shift. Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

Section 8.7 - On-Call Pay

Journeyman Electricians and Plumbers assigned to on-call duty shall receive, in addition to their regular salary for time worked, ten dollars (\$10.00) for each eight (8) hour shift, or portion thereof, of assigned call duty. On-call duty shall be assigned only to Journeyman Electricians, Air-Conditioning and Refrigeration Mechanics and Plumbers only on Fridays, Saturdays, Sundays and/or holidays.

Section 8.8 - Taper-Rocker Pay

The County agrees that when Painters or Carpenters perform taper-rocker functions they shall receive three dollars (\$3.00) for each eight (8) hours of such work.

Section 8.9 - Night Shift Differential

"Night Shift" means an 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 5:00 p.m. and before 8:00 a.m. A premium for night shift of seven and one-half percent (7 1/2%) over the base hourly rate shall be paid to all County employees who are assigned a night shift. The night shift premium shall be allowed to an employee on any leave of absence with pay while assigned to a regularly scheduled night shift and the employee is returning to a night shift schedule immediately following the leave of absence with pay. The night shift premium shall not be allowed in computing payments at time of termination.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following shall be observed as legal holidays:

- a. January 1st
- b. February 12th
- c. Third Monday in February
- d. Last Monday in May
- e. July 4th
- f. First Monday in September
- g. September 9th
- h. Second Monday in October
- i. Veteran's Day to be observed on the date State of California employees observe the holiday.
- j. December 25th
- k. Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.
- l. Other such holidays as may be designated by the Board of Supervisors.

All previous informal time off practices are eliminated and unauthorized.

Section 9.2 - 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 Saturdays shall be ob-

served on the preceeding 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. Any change in the holiday schedule agreed to by other representation units shall be applied to employees represented by this Agreement, provided the total time off with pay shall not thereby be reduced.

Section 9.3 - Holiday Work

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 including premium pay for shift differentials, plus any holiday pay to which the employee may be entitled. Holiday work if authorized shall be offered first to regular employees within the work unit. No employee may elect to work a holiday that falls on the employee's normal day off. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation for holiday work where compensatory time off under FLSA is legally allowed.

ARTICLE 10 - VACATIONS

Section 10.1 - Vacation Earnings

Each employee shall be entitled to an annual paid vacation. Vacation is earned on an hourly basis. For purposes of this Article, a day is defined as eight (8) work hours. During the first year (261 days), vacation shall be computed at the rate of ten (10) working days per year. Beginning with the second year (262nd day) of continuous service, vacation shall be computed at the rate of twelve (12) working days per year. Beginning with the fifth year (1,045th day) of continuous service, vacations shall be computed at the rate of sixteen (16) working days per year. Beginning with the tenth year (2,350th day) of continuous service, vacations shall be computed at the rate of eighteen (18) working days per year. Beginning with the fifteenth year (3,655th day) of continuous service, vacations shall be computed at the rate of twenty (20) working days per year. Beginning with the twentieth year (4,960th day) of continuous service, vacations shall be computed at the rate of twenty-two (22) working days per year.

a. Time for Vacations

In the absence of a departmental seniority agreement, the time for vacation shall be determined by the appointing authority after due consideration of employee convenience and administrative requirements.

b. Vacation Accrual

Any vacation accrued during a one-year period (26 pay periods) should be taken by the employee during the following one-year period.

c. Vacation Carry-Over

In the event the employee does not take all the vacation to which he/she is entitled in the succeeding twenty-six (26) pay periods, he/she shall be allowed to carry over the unused portion, provided that he/she shall not accumulate more than three (3) years' vacation earnings except:

1. When absence on full salary due to work-related compensation injury which prevents his/her reducing his/her credits to the maximum allowable amount, or
2. In the case of inability to take vacation because of extreme emergency such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive and the Director of Personnel.

d. Vacation Balance

In the event the appointing authority does not provide vacation for an employee sufficient to reduce his/her accumulated vacation balance to the amount permitted (three years' earnings), the employee may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to

exceed one (1) year's earnings. The balance of the employee's accumulated vacation shall remain to his/her credit.

e. Vacation Pay-Off

A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.

f. Birthday Holiday

There shall be additional annual day of vacation which will normally be taken on the employee's birthday. The parties agree that an alternate day may be determined by the appointing authority after due consideration of employee convenience and administrative requirements.

ARTICLE 11 - LEAVE PROVISIONS

Section 11.1 - Personal Leave Days

a. Scheduling

Employees employed as of July 9, 1979 shall be credited with three (3) days personal leave which must be used on or before July 6, 1980 and an additional three (3) days personal leave for employees employed as of July 7, 1980 which must be used before July 3, 1981. Such leave may be used by an employee for any lawful purpose he/she desires; provided such leave must be scheduled in advance with the appointing authority except in cases of bona fide emergency. This benefit shall be prorated for part-time employees and for employees hired subsequent to July 9, 1979 and July 6, 1980, respectively.

b. Use

At the employee's reasonable advance request, up to one (1) of the employee's accrued but unused personal leave days shall be scheduled either before or after Thanksgiving, Christmas, or New Year's except where staffing needs require otherwise. If an employee's request for such scheduled personal leave is denied with respect to the Friday after Thanksgiving, the employee shall have first preference for use of accrued but unused personal leave on the day before or the day after either Christmas or New Year's. "Preference" and "staffing needs" as used in this paragraph relate to the employee's work assignment and/or area.

Section 11.2 - Sick Leave

a. Rate of Accrual

Each employee shall be entitled to sick leave. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year. Such sick leave must be approved by the appointing authority.

b. Doctors' Notes

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. The appointing authority may require such a supporting statement for absences less than three (3) days.

c. Sick Leave Accrual

Unused sick leave time may be accrued without limitation.

d. Sick Leave Used for Care of Immediate Family

An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such 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, grandfather of the employee or of the spouse 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.

e. Day Defined/Sick Leave Pay-Off

For purposes of this paragraph, a day is define as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick lave shall be paid off at the rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one (1) hour's pay for one (1) day of accrual). Upon resignation in good standing, employees with ten (10) or more years' service shall be paid up to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value. All other rights to sick leave with pay of an employee shall be cancelled upon his/her separation from the County; provided, however, if an employee resigns or is separated on a layoff and is reinstated or re-employed within one (1) year from the date of resignation or layoff, such employee's right, if any, to sick leave with pay shall be restored to him/her. At the employee's option, he/she may convert accrued but unused sick leave at retirement to credit one (1) month of employee's medical premium for each day of sick leave accrued.

d. Sick Leave Used for Care of Immediate Family

Employees receiving a sick leave pay off in accordance with section (e) above may, if reinstated within six (6) months, repay the full amount of sick leave pay off received and have his/her

former sick leave balances restored. Repayment in full must be made prior to reinstatement.

g. Vacation Illness Conversion

If an employee on vacation becomes ill, he/she may convert his/her vacation time to sick leave with pay. If the conversion is for three (3) or more days, it must be supported by a statement from an accredited physician.

h. Sick Leave Exhaustion

When an employe has exhausted all accumulated sick leave, he/she shall have the option of using vacation time or leave without pay for absences due to illness. The employee must notify the department of employee's option prior to payroll action, otherwise vacation time will be used. When requested by the employee, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period.

Section 11.3 - Military Leave

a. Governing Provisions

The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees of the County of Santa Clara.

b. Physical Examination

Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical exami-

nation or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

Section 11.4 - Compulsory Leave

- a. If any non-probationary employee is required by the appointing authority to take a physical examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the employee in writing:
1. Before making a decision, the physician, designated by the appointing authority, will consult with the employee's personal physician and will advise them of this procedure.
 2. If the employee's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
 3. If the physicians disagree, and the employee so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the employee and the appointing authority.

b. The appointing authority may require an employee who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the employee's employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee.

1. If there is a determination of innocence or the charges are dropped, the employee shall be reinstated to his/her position with return of all benefits, including salary, that were due for the period of compulsory leave; subject, however, to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this section.

2. If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

c. The parties agree that the County will not pay for any time under this Section during which the employee was not available for work.

Section 11.5 - Leave Without Pay

a. Reasons Granted

Leaves of absence without pay may be granted for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonable 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. Leaves will be granted for the following reasons:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the department.
4. To accept other governmental agency employment, or to accept employment with the Union.

b. 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.

c. Vacation Leave Without Pay Option

An employee may elect to take vacation or leave without pay for an authorized absence. The employee must notify the department of his/her option prior to payroll action, otherwise vacation time will be used. When the authorized absence is less than a pay period and when requested by the employee, Management will restore vacation by making the appropriate payroll adjustment in the payroll period following employee's request. The department may assign leave without pay for an unauthorized absence.

d. Three-day Rule

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 or discharge.

Section 11.6 - Maternity Leave

a. Length

Upon request, maternity leave without pay shall be granted 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.

b. 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.

Section 11.7 - Leaves to Perform Jury

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 by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular work week 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 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 P.M. 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 purposes 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 11.8 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, or grandfather of the employee or of the spouse 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. Up to three (3) days with pay shall be granted with two (2) days chargeable to sick leave as the second and third day, if necessary.

Section 11.9 - Scheduled Time Off Reopener

The parties agree to a reopener, not later than July 1980, to discuss the concept of a scheduled time off program.

ARTICLE 12 - BENEFIT PROGRAMS

Section 12.1 - Workers' Compensation

a) Eligibility

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 Workers' 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 Workers' Compensation Act will result in a payment to him/her of not more than his/her full salary unless at the time of the filing of the Supervisor's Report of Injury the employee indicates on a form provided by the supervisor that he/she does not want such integration of payments to take place. This choice shall be binding for the entire period of each disability. 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.

c) Clothing Claims

Loss of, or damage to, an employee's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following procedures:

The Accident Review Board will review and make recommendations on all such incidents as submitted in writing by the employee. Reimbursement will be limited to the lesser of:

1. 75% of proven replacement cost, or
2. the repair cost.

However, both of the above are limited by a fifty dollars (\$50.00) maximum.

Section 12.2 - Insurance Premiums

a) Medical Insurance

The County agrees to contribute the following amounts per month for medical insurance.

Effective July 9, 1979:

	BLUE CROSS HEALTH PLAN		KAISER FOUNDATION HEALTH PLAN	
	<u>Employee Coverage</u>	<u>Employee & Dependent Cov</u>	<u>Employee Coverage</u>	<u>Employee & Dependent Cov</u>
Premium	\$50.47	\$117.07	\$36.48	\$82.11
County Pays	50.47	82.11	36.48	67.14
Employee Pays	-0-	34.96	-0-	14.97

Effective January 7, 1980:

	BLUE CROSS HEALTH PLAN		KAISER FOUNDATION HEALTH PLAN	
	<u>Employee Coverage</u>	<u>Employee & Dependent Cov</u>	<u>Employee Coverage</u>	<u>Employee & Dependent Cov</u>
Premium	\$50.47	\$117.07	\$36.48	\$82.11
County Pays	50.47	82.11	36.48	82.11
Employee Pays	-0-	34.96	-0-	-0-

Effective July 7, 1980 the County agrees to full pay medical coverage for employee and dependents on the lowest cost medical plan. Up to the same maximum contribution will be made to the second plan.

The parties agree that the Kaiser coverage will be the Kaiser S Plan with the 3A option and the Blue Cross Plan will provide the same level of benefits as enjoyed during the 1979-80 fiscal year.

The County shall pay the employee premium while on medical, maternity, or industrial injury leave of absence up to thirteen (13) pay periods.

b) Dental Insurance

The County agrees to contribute the amount of twenty-two dollars and fifty-eight cents (\$22.58) per month for dental coverage to cover the employee and full dependent contribution and to pick up inflationary costs in 1980-81. The existing California Dental Service Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	75-25 - no deductible. \$1,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$750 lifetime maximum per patient (no age limit).

c) Life Insurance

The County agrees to continue the existing base group Life Insurance Plan of five thousand dollars (\$5,000) per employee for the term of the Agreement.

d) County-Wide Benefits

The parties agree that during the term of this Agreement, any improved or added benefits of a County-wide nature negotiated or applied to employees (other than Public Safety Employees) in other representation units shall be applied to employees represented by this Agreement.

Section 12.3 - Unemployment Compensation

a. Layoff

In the event of layoff (as set forth in Article 5) unemployment compensation will be provided in the amount as set forth in the dollar benefit schedule of the State Unemployment Insurance program. The benefits shall be reduced by any amount which an employee is eligible to receive or does receive through State/Federal Unemployment.

b. Eligibility

It is agreed:

1. The claimant shall be a permanent employee of the County. For those employees having one (1) year probationary period, completion of six (6) months full-time service with the County shall be considered as the qualifying period for unemployment compensation.

2. The benefit will be accorded an employee only upon layoff. The claimant will not receive benefit if he/she:
 - a. Voluntarily quits the job.
 - b. Was discharged from the job.
 - c. Left the job to be married or because of other family or domestic reasons.
 - d. Left the job because of a trade dispute, walk-out or strike.
 - e. Refuses to accept suitable work, including any offer of suitable employment with the County.
3. Upon leaving County employment a claim will be filed. The claimant will be provided with a claim form stating he/she had not secured other employment. No benefits will be paid the first week. Upon receipt of the filed claim form, a benefit shall be paid the second week and each succeeding week to a maximum of twenty-six (26) weeks.
4. A statement will be entered on the claim form declaring it to be a misdemeanor to misrepresent the condition of employment.
5. Unemployment benefits will not be paid if disability insurance benefits are being paid.

- c) Employees covered by this Agreement are covered by the State Unemployment Insurance Program. Employees covered by this Agreement shall not be eligible to file unemployment claims under Sections 12.3 (a) and (b) unless through action by the State legislative, they are no longer covered by the State Unemployment Insurance Program.

Section 12.4 - Training for Disabled Employees

- a. When an employee is determined by the County unable to return to the classification in which he/she held permanent status because of a work-connected illness or injury and does not elect a disability retirement, that employee will be offered vocational rehabilitation.
- b. If the employee meets all the qualifications for a particular position (this would take into account his/her medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the employee.
- c. In accordance with Chapter VI, Article 5, Section A25-661(e) of the Personnel Practices, "...the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such a demotion would result in a salary loss of more than two (2) salary ranges, ten percent (10%), the employee's new salary shall be set at the rate closest to but

not less than ten percent (10%) below his/her salary as of the time of injury.

- d. In those cases where the employee may not have the necessary prior experience or all the required skills but there is reasonable assurance that the employee will be capable of obtaining them through a designated formal on-the-job training program, the County will make reasonable efforts to place the employee in a training program.
- e. If, after a period on the job, it is demonstrated that the employee is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, he/she will be placed on a leave of absence and the placement process begins again.
- f. Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that an employee meets all the qualifications for a higher paying position and an eligibility list is already in existence, the employee shall be allowed to take a written and/or oral examination, and, if the employee qualifies, the employee's name will be placed on the eligibility list commensurate with his/her score.
- g. In those cases where the County is unable, for one reason or another, to place an employee in any occupation, that employee's

case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at the County's expense.

- h. The provisions of this Section shall not apply if State legislation removes from County the control of training for disabled employees.

ARTICLE 13 - RETIREMENT

The County will continue the present benefit contract with PERS for the term of this Agreement.

ARTICLE 14 - USE OF PRIVATE VEHICLES

Section 14.1 - Use of Private Vehicles

- a. Departments may authorize the use of private vehicles by their department employees, with each department maintaining a continuous listing of those employees authorized to use their private vehicles. Each employee so authorized shall have completed applicable County authorization requirements governing County driver permits and insurance. Employees not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.

- b. Employee whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the Accident Review Board, be reimbursed for such damage not to exceed one hundred fifty dollars (\$150.00) 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, or

3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the employee. The County shall be subrogated to the employee's rights of recovery from the responsible party.

ARTICLE 15 - SAFETY

- a. The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. Appendix C of this Agreement describes the agreed guidelines for Departmental Safety Committees. Upon request, departmental negotiations on the number of representatives to the Departmental Safety Committee (paragraph 3, number 3 of the Guidelines) shall be negotiated at the departmental level. Such negotiations shall be subject to review and approval of the County-wide Safety Committee pursuant to the Guidelines.

- b. No G.S.A. Craftsperson will be compelled to work in an environment at the County Medical Center with less protection "against exposure" than that utilized by any VMC employee normally assigned to work in that area.

- c. No G.S.A. Craftsperson will be compelled to work in an area occupied by prisoners at the Main Jail which area is not under the surveillance of a County Sheriff's Deputy.

ARTICLE 16 - GRIEVANCE PROCEDURE

The County and the Union recognize early settlement of grievance is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union, or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 16.1 - Grievance Defined

- a. A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Departmental Memorandum of Agreement and/or Understanding, Merit System Rule, except as excluded below or other County ordinances or resolutions affecting the working conditions of the employees covered by this Agreement.

- b. Matters excluded from consideration under the grievance procedure:
 1. Disciplinary actions taken under Section 708 of the County Charter.
 2. Probationary release of employees.
 3. Position classification.
 4. Workload/Caseload.

5. Merit System Examination.
6. Items requiring capital expenditure.
7. Items within the scope of representation and subject to the meet and confer process.

Section 16.2 - Grievance Presentation

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other employees represented by the Union without notification to and consultation with the Union. Any retroactivity settlement or award shall be limited to date of occurrence except in no case will retroactivity be granted prior to ten (10) days before the grievance was filed in writing.

Section 16.3 - Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with an employee if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

Section 16.4 - 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. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If as a result of such action, the parties are unable to reach agreement on an appropriate remedy, the matter may be referred to an arbitrator as provided below and the arbitrator shall fashion an appropriate remedy.

Section 16.5 - Formal Grievance

a. Step 1

Within ten (10) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the superior as designated by Management as appropriate. 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 by the superior shall be made in writing within ten (10) working days of receipt of the grievance.

b. Step 2

If the aggrieved is not satisfied with a first step decision he/she may, within ten (10) working days after receipt of that decision, direct a written presentation to the appointing authority appealing the decision made at the first step. The appointing authority shall convey his/her decision to the aggrieved in writing within ten (10) working days of the receipt of the grievance.

c. Step 3

If the aggrieved continues to be dissatisfied, he/she may, within ten (10) working days after receipt of the second step decision, present a written presentation to be directed to the County Execu-

tive's designated representative indicating the aggrieved wishes the grievance to be referred to an impartial arbitrator. The County and the Union agree to mutually agree upon or jointly select a panel of five (5) arbitrators from names provided by the State Conciliation Service.

Members of this arbitration panel shall be advised of and agree to the following provisions:

1. Within ten (10) working days of receipt of the grievance at step 3, one (1) arbitrator shall be selected from the panel and a hearing scheduled within thirty (30) calendar days.
2. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of a hearing.
3. The arbitrator's decision shall be rendered within fifteen (15) days of the hearing, receipt of the transcript or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the employee or the Union and the County, provided employee grievances shall be arbi-

trable only at the expressed request of the employee involved, and with the concurrence of the Union unless the grievance is deemed a Union or group grievance prior to submission to step 3. The arbitrator shall have jurisdiction and authority to interpret and determine compliance with the provisions of this Memorandum of Agreement, Department Memorandum and/or Understandings, such Merit System Rules, County ordinances, and resolutions affecting working conditions. The arbitrator shall be without authority to make any decision regarding matters of interest or to require the County to delegate or relinquish any powers which by State law or County Charter cannot be delegated or relinquished. Decisions of the arbitrators shall be final and binding.

Section 16.6

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 17 - CONFLICT OF INTEREST

Employees are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Employees intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.

ARTICLE 18 - STRIKES AND LOCKOUTS

During the term of this Agreement, the County agrees that it will not lock out employees and the Union 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 or memoranda of agreement between the County and its departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to 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 21 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the unit listed in Article 1 upon ratification, and shall remain in full force and effect to and including June 30, 1981 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to June 30, 1981, or any subsequent June 30 of its desire to terminate this Agreement or amend any provision thereof.

Dated: November 1, 1979 ---

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

BUILDING & CONSTRUCTION TRADES
COUNCIL OF SANTA CLARA,
SAN BENITO AND SANTA CRUZ
COUNTIES

John White

Richard D. Conway

Michelle Wayland

Robert J. Duffey

Sandra Shepard

Tom Savage

J. J. Green

Rudy C. Valente Sr.

D. W. Carter

APPENDIX A

Salaries effective July 9, 1979.

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>
M50 Supervising Carpenter	\$13.245	\$1059.60
M51 Carpenter	10.950	876.00
Carpenter Apprentice		
8th - 6 months	10.400	832.00
M52 7th - 6 months	9.850	788.00
6th - 6 months	9.300	744.00
M53 5th - 6 months	8.762	700.96
4th - 6 months	8.212	656.96
M54 3rd - 6 months	7.662	612.96
M55 Senior Carpenter	12.038	963.04
M58 Supervising Electrician	14.465	1157.20
M59 Electrician	11.954	956.32
Electrician Apprentice		
8th - 6 months	11.356	908.48
M60 7th - 6 months	10.759	860.72
6th - 6 months	10.161	812.88
M61 5th - 6 months	9.563	765.04
4th - 6 months	8.965	717.20
M62 3rd - 6 months	8.368	669.44
M63 Senior Electrician	13.150	1052.00
M65 Elevator Mechanic	11.954	956.32
M67 Supervising Painter	13.245	1059.60

APPENDIX A (CONTINUED)

Salaries Effective July 9, 1979.

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>
M68 Painter	10.950	876.00
Painter Apprentice		
6th - 6 months	9.850	788.00
M69 5th - 6 months	9.300	744.00
4th - 6 months	8.762	700.96
M70 3rd - 6 months	8.212	656.96
M71 Senior Painter	12.038	963.04
M74 Supervising Plumber	\$14.465	\$1157.20
M75 Plumber	11.954	956.32
Plumber Apprentice		
8th - 6 months	11.356	908.48
M77 7th - 6 months	10.759	860.72
6th - 6 months	10.161	812.88
M78 5th - 6 months	9.563	765.04
4th - 6 months	8.965	717.20
M79 3rd - 6 months	8.368	669.44
M80 Heating and Refrigeration Supv.	14.465	1157.20
M81 Refrigeration Mechanic	11.954	956.32
M82 Sheet Metal Worker	11.954	956.32
M83 Locksmith	10.950	876.00
M85 Senior Plumber	13.150	1052.00
N04 Senior Building Inspector	14.120	1129.60
N06 Building Inspector	12.930	1034.40

APPENDIX B

Salaries effective July 7, 1980.

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>
M50 Supervising Carpenter	\$14.172	\$1133.76
M51 Carpenter	11.716	937.28
Carpenter Apprentice		
8th - 6 months	11.128	890.24
M52 7th - 6 months	10.539	843.12
6th - 6 months	9.951	796.08
M53 5th - 6 months	9.375	750.00
4th - 6 months	8.786	702.88
M54 3rd - 6 months	8.198	655.84
M55 Senior Carpenter	12.880	1030.40
M58 Supervising Electrician	15.477	1238.16
M59 Electrician	12.790	1023.20
Electrician Apprentice		
8th - 6 months	12.150	972.00
M60 7th - 6 months	11.512	920.96
6th - 6 months	10.872	869.76
M61 5th - 6 months	10.232	818.56
4th - 6 months	9.592	767.36
M62 3rd - 6 months	8.953	716.24
M63 Senior Electrician	14.070	1125.60
M65 Elevator Mechanic	12.790	1023.20
M67 Supervising Painter	14.172	1133.76

APPENDIX B (CONTINUED)

Salaries Effective July 7, 1980.

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>
M68 Painter	11.716	937.28
Painter Apprentice		
6th - 6 months	10.539	843.12
M69 5th - 6 months	9.951	796.08
4th - 6 months	9.375	750.00
M70 3rd - 6 months	8.786	702.88
M71 Senior Painter	12.880	1030.40
M74 Supervising Plumber	\$15.477	\$1238.16
M75 Plumber	12.790	1023.20
Plumber Apprentice		
8th - 6 months	12.150	972.00
M77 7th - 6 months	11.512	920.96
6th - 6 months	10.872	869.76
M78 5th - 6 months	10.232	818.56
4th - 6 months	9.592	767.36
M79 3rd - 6 months	8.953	716.24
M80 Heating and Refrigeration Supv.	15.477	1238.16
M81 Refrigeration Mechanic	12.790	1023.20
M82 Sheet Metal Worker	12.790	1023.20
M83 Locksmith	11.716	937.28
M85 Senior Plumber	14.070	1125.60
N04 Senior Building Inspector	15.108	1208.64
N06 Building Inspector	13.835	1106.80

APPENDIX C

GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES Established By The County-Wide Joint Labor/Management Safety Committee

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

GUIDELINES

1. Departmental Safety Officer

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

2. Safety Stewards

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

3. Departmental Safety Committee

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

4. Employee Representatives

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

5. Departmental Safety Committee Structure

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

6. Departmental Safety Officer Responsibilities

The Departmental Safety Officer shall ensure working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment within his/her department. The Departmental Safety Officer must be familiar with the operation of the department and informed of day to day developments which may affect safety of working conditions. The Departmental Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the County-wide Safety Committee within his or her department.

7. Release Time

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

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

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

8. Safety Inspections

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

9. Hazard Report, Action, Appeals Process

a) Management shall make available to employees in all work locations the standard County Hazard Report forms which may be filed by any employee with the responsible member of supervision. The employee should retain a copy.

b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:

1. When corrective action is necessary, responsible supervisors shall state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy condition which may exist.

2. Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned and the employee concerned.

3. If the Safety Steward and/or the employee concerned is not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Departmental Safety Officer.
 4. Within ten (10) business days of receipt of Appeal, the Departmental Safety Officer shall further investigate and shall reassess and provide the Safety Steward and the employee concerned with a written statement (specifying dates) of action taken or to be taken.
 5. In the event that the employee concerned or the Safety Steward is not satisfied with the decision of the Departmental Safety Officer, the matter may be referred by any of the involved parties to be Departmental Safety Committee for discussion and action.
 6. If the Departmental Safety Committee cannot agendaize or satisfactorily resolve the matter within ten (10) days of receipt of appeal, it may be referred to the County-wide Safety Committee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of employees, the above time limits shall be reduced to immediate response and action.

10. Supervisor's Report of Industrial Injury

- a) The supervisor shall complete the Supervisor's Report of Industrial Injury of the same date he is informed of an on-the-job accident. This includes an investigation as to whether the accident was the result of an unsafe act or unsafe condition.

- b) The copies shall be immediately dispersed according to the instructions on the form with the exception of the fourth copy (Goldenrod-Department). This copy will be given to the injured employee. A fifth, duplicated, copy shall be provided the Safety Steward by the Departmental Safety Officer.

- c) If, in the opinion of the supervisor, the accident is the result of an unsafe working condition, the supervisor shall take immediate steps to correct it and complete a Hazard Action form following the procedure as outlined in paragraph 9(b) above.

11. Priority Status for Safety Work Orders

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

12. Safety Work Procedures

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

- b) Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.

13. Safety Training

- a) The County-wide Safety Committee shall establish a Safety Training Sub-committee. This Sub-committee shall design and implement a County-wide training program for Safety Stewards, supervisors and non-supervisory employees, working with and thorough the Departmental Safety Committees, subject to the review and approval of the County-wide Safety Committee.

- b) Safety training shall be conducted on a departmental level. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training on Cal-OSHA regulations and procedures.

- c) Safety training shall be provided employees on a regular basis in each work area. A monthly written record shall be received and maintained by the Departmental Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

