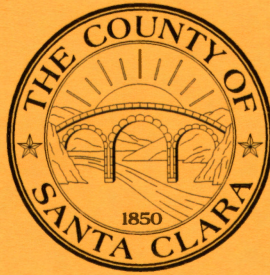


MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA



AND

**BUILDING AND CONSTRUCTION TRADES COUNCIL
OF
SANTA CLARA AND SAN BENITO COUNTIES**

Building Trades
The outstanding workforce

OCTOBER 31, 2011 – NOVEMBER 10, 2013

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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 and San Benito 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 and unclassified 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 - Employment

The County and the Union agree that no employee shall in any way be discriminated against (except as required by law), because of age, sex, race, color, disability, creed, religion, union activity, affiliations, political opinions, or sexual orientation.

Section 2.2 - Union Affiliation

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.

Section 2.3 - Americans with Disabilities Act

During the term of the Agreement, the County and the Building and Construction Trades will review the County's compliance actions pursuant to the Americans with Disabilities Act.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Relationship Affirmation

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 - Agency Shop

a) Condition of Employment

All employees in the unit who have authorized a Union dues deduction which is in effect on the effective date of this Agency Shop Agreement shall have their dues deduction continued as a condition of employment. All employees in the unit who have authorized an agency fee deduction which is in effect on the effective date of this Agreement shall have their service fee deduction continued as a condition of employment.

All other employees on the effective date of this Agreement shall, within thirty (30) days following the effective date of this Agreement, execute an authorization for the payroll deduction of one of the following: (1) union dues, (2) a service fee equal to union dues, or (3) if he/she qualifies, a charity fee equal to the service fee to one of the negotiated funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The County shall promptly notify such employees in writing of this requirement.

All employees who become covered by this contract after the effective date of the Agreement shall at the time of hire or entry into this bargaining unit execute an authorization for one of the above payroll deductions as a condition of employment.

b) Charity Fee Deduction

To qualify for deduction of the charity fee, the employee must certify to the Union and County that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Union and County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The Union will receive from the County bi-weekly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment.

c) Involuntary Deduction

If any employee fails to authorize one of the above deductions within the thirty (30) day period, the Union may request that the County involuntarily deduct the agency fee from the employee's paychecks.

Prior to making a request for the County to involuntarily deduct the agency fee from any unit member's pay, the Union shall notify the unit member of the request. If the unit member and the Union are unable to reach agreement on the manner of payment, the Union shall certify to the County in writing that the employee whose pay is to be effected by the deduction has: (1)

refused to join the Union; and (2) has refused to tender the amount of the service fee as defined herein; and (3) does not qualify for an exemption under (b) herein. The County and the Union agree that such written certification is a condition precedent to the County's obligation to begin a payroll deduction.

d) Implementation Date

All deductions regarding such employees whether voluntary or involuntary shall all be implemented no later than ninety (90) days following the effective date of this Agency Shop Agreement.

e) Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues, service fee or charity fee required by this Article, no such deduction shall be made for the current pay period.

f) Financial Documentation

The Union shall within (60) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

g) Reinstatement

Upon the reinstatement of any unit member, or upon the recalling of a unit member from layoff status, the County will resume or initiate dues, service fees, or charity fee deductions for such unit member in accordance with this Article.

h) Petition and Election

If a petition is filed with the County, which requires an election rescinding agency shop and such petition contains the signatures of at least thirty percent (30%) of the employees in a unit(s), an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot, and the majority vote of all employees covered by the unit(s) shall control.

i) No Fault

The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

Section 3.3 - Fair Representation

It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding of law.

Section 3.4 - Union Notices and Activities

a) Bulletin Boards

The Union, where it represents employees of a County department shall be provided by that department use of adequate and accessible space on bulletin boards for communications.

b) Distribution

The Union may distribute material to employees in its representation unit through normal channels.

Section 3.5 - Printing of Agreement

The parties agree to share equally the cost of printing copies of this Agreement. The Union shall reimburse the County for the actual cost of copies ordered by the Union. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than one hundred and twenty (120) days after final agreement on all language.

**ARTICLE 4 - OFFICIAL REPRESENTATIVES, STEWARDS
AND NEGOTIATING COMMITTEE**

Section 4.1 - Official Representatives

a) **Notification of Official Representatives**

The Union agrees to notify the County of their Official Representatives for each representation unit and changes in such Representatives.

b) **Meetings with Management**

The County agrees to provide release time for Official Representatives designated alternates upon request for attendance at meetings with Management either at the departmental or Countywide level. It is agreed that reasonable time for representation shall be recognized by the County for meetings with Management.

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.

c) **Number for Release**

The parties agree that no more than three (3) Official Representatives shall be recognized for the purpose of release time at any single meeting.

d) **Negotiating Committee**

The parties agree that no more than five (5) Official Union Representatives shall be recognized for the purpose of release time for contract negotiations.

e) **Release Time/Board Meetings**

The County agrees to provide release time for one (1) Official Representative for attendance at the Board of Supervisors meeting on items within the scope of representation. The Union agrees to provide the County with at least forty-eight (48) hours advance notice for release time.

Section 4.2 – Stewards

a) **Notification of Stewards**

The Union agrees to notify the County of the names of their Stewards by Department/ Agency and by location, not to exceed nine (9) in number.

ARTICLE 5 - LAYOFF AND SENIORITY

Section 5.1 - Seniority Defined

Except as otherwise provided in Section 5.2 of this Agreement, seniority is defined as days of accrued service as computed and reported on the employee's paycheck within any coded classification within the County.

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 the County has determined is to be filled in their current classification or any classification at the same or lower level in which permanent status had formerly been held. Employees will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which an employee could exercise displacement rights.

b) Displacement

In the event there are no vacancies as listed in (a), 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(b), 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(a), 5.6(b) 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.

Section 5.15 - Inplacement

If an employee has been issued a layoff notice pursuant to Section 5.5 and has no reassignment in lieu of layoff rights pursuant to Section 5.6 (a) and (b), then that employee shall be considered for inplacement.

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

The following conditions apply to the inplacement process:

- a) An employee must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
 1. Testing requirements will be the same as if the employee had been reclassified.
 2. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
- b) Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 5% (five percent).
- c) Normal transfer (ordinance code) rules apply (i.e., the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority). If an employee has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status has Personnel Board appeal rights.
- d) The employee may express a preference for certain occupational fields, assignments or departments. However, the employee has no right to claim any position nor is the County required to offer placement.
- e) A position shall not be considered "vacant" for inplacement purposes if the position has been identifiable as claimable under Section 5.6 (a) and (b) by another employee who has been issued a layoff notice under Section 5.5 or by an employee on a re-employment list established pursuant to Section 5.8.
- f) An employee who is placed under Section 5.15 or laid off under Section 5.7 shall have his/her name placed on all re-employment lists pursuant to Section 5.8 for the appropriate classification.

- g) In determining placement offers, the Union and the County, on a case-by-case basis, may by mutual agreement include as part of the placement offer:
 - 1. basic skill competency training and/or;
 - 2. literacy training and/or;
 - 3. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
- h) All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting; the Personnel Department may assist employees on the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of this Agreement.
- i) If an employee is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

ARTICLE 6 - PERSONNEL ACTIONS

Section 6.1 - Probation

- a) Each new employee shall serve a probationary period of nine (9) months to be counted by pay periods. The ending date shall be counted as nine (9) months moved to the beginning date of next pay period. 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.
- b) Probationary employees shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during probation. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The Department/Agency head, or his/her designated representative, shall hear and make a decision in writing.
- c) An employee with permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class. Such employee shall receive a ten (10) working day notice of release.

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 - Permanent Classified

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

- a) Statement 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 - Disciplinary Action - Unclassified Employees

Unclassified employees who have completed a period of service equal to the probationary period for a comparable classified position may grieve disciplinary action on the grounds that such disciplinary action was not for cause. Such grievance shall comply in all respects with Article 16 of this contract.

Notice of disciplinary action must be served on the employee in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in the employee's personnel file and a copy sent to the Union and shall include:

- a) Statement 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 6.5 - Counseling and Unfavorable Reports

a) Counseling

In the event that an employee's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the employee's lead or first-line supervisor. Counseling should normally be separate from on-going work site dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the employee at the time of the counseling and will not be placed in an employee's personnel file. When the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. Counseling should normally take place between the employee and the lead or first-line supervisor only. Should the supervisor or lead be assisted during the counseling, the employee shall have the right to have his/her representative present.

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.

Unfavorable reports shall be placed in an employee's file unless such report is made within ten (10) 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 two (2) years (except those involving charges as listed in A25-301 (a)(4) and (b)(2)). 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.

Section 6.6 - Performance Appraisal Program

The Performance Appraisal program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required based by regulation or law. It is agreed that the performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

ARTICLE 7 - PAY PRACTICES

Section 7.1 - Salaries

Effective pay period 08/25, November 17, 2008, all salaries shall be as listed in Appendix A 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 Temporary Wage Reduction for New Hires

Effective November 14, 2011, a temporary wage reduction shall be established for all classifications at 7.5% difference. The temporary wage reduction shall be the hiring rate for all new workers hired on or after November 14, 2011, and is the minimum rate and shall normally be the hiring rate for the class until June 23, 2013. As of June 24, 2013, the wage rate will revert to the current rate for all classifications.

Section 7.3 - 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 7.4 - Work Out of Classification

Both parties agree when an employee is temporarily assigned work out of classification in a designated supervisory position, the employee shall receive the pay of the supervisory employee commencing on the first such working day following the accumulation of six (6) 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.

Section 7.5 – Paychecks

a) Night Workers

The County agrees to provide paychecks for night workers by 12:01 a.m. on payday.

b) Shortage Errors

Cash advance by the Finance Department to cover shortage errors in worker's paycheck, shall be provided to workers within one (1) working day after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net one hundred dollars (\$100).

c) Overpayment Errors

When a net one hundred dollars (\$100.00) or more to be repaid in the same amount and within the same number of pay periods in which the error occurred.

Section 7.6 – Automatic Check Deposit

The County will maintain an automatic check deposit system for the use of the employees during the term of this Agreement. Effective November 20, 2006, (pay period 06/25), all new employees will be required to use automatic deposit as a condition of employment.

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 day shift for Building Inspectors and Senior Inspectors is 8:00 AM. to 5:00 PM.

The normal day shift for VMC Hospital workers is 7:15 AM. to 3:45 PM.

The normal day shift for Facilities and Fleet Workers is 7:00 AM. to 3:30 PM.

Evening/ Swing Shift is 3:00PM. to 11:30 PM.

Night Shift/ Graveyard Shift is 11:00 PM. to 7:30 AM.

The normal workweek for all classifications represented by this agreement is Monday through Friday.

Night Shift/ Graveyard Shift, the work week-will be Sunday Night through Friday morning.

Section 8.2 - Overtime Work

For all employees in this unit, overtime is defined as time worked beyond forty (40) hours in any seven (7) day work period or beyond eight (8) hours in any workday. Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensatory time off will be counted towards the base period. Employees 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, 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.

An employee may elect in advance to receive compensatory time off credit up to sixty (60) hours accrued time per year, which is to be used within a year's time, 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.

The County and Union agree that in any arbitration involving an FLSA non-exempt employee and Section 8.2 the arbitrator shall be strictly bound by U.S. Department of Labor, Wage and Hour Division, Regulations, Bulletins, Regional Opinion Letters and provisions of the Fair Labor Standards Act in reviewing, deciding and rendering a decision. The arbitration award and remedy must be in strict

compliance with said Regulations, Bulletins, Regional Opinion Letters and provisions of the FLSA and cannot exceed that which would have been ordered by the DOL, Wage and Hour Division if the dispute had been submitted for their review.

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

a) 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.

b) Overtime Meals

If an employee is assigned and works two (2) or more hours of overtime work contiguous to his/her regular work shift or is called in within three (3) hours of his/her scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of nine dollars (\$9.00). Employees shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter.

If an employee is called in after three (3) hours of his/her scheduled quitting time and if less than two (2) hours prior notice is given and the employee then works four (4) or more hours of overtime, then the County will pay a meal reimbursement of nine dollars (\$9.00).

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

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

b) The call-outs will be rotated equally through the list of personnel in each related craft.

Section 8.7 - On-Call Pay

On-call duty may be assigned only to Electricians, Senior Electricians, Elevator Mechanics, Plumbers, Senior Plumbers, Refrigeration Mechanics, and Senior Refrigeration Mechanics. When assigned on-call duty, employees listed in this section shall receive, in addition to their salary for time worked, thirty-three dollars (\$33.00) for each eight (8) hour shift, or portion thereof, only on Fridays, Saturdays,

Sundays and/or holidays. During the weekdays (Monday through Friday), the Department may elect to develop a volunteer on-call list for shifts that are not staffed.

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 - Shift Differential

a) Evening Shift Differential

An evening shift differential of three dollars and fifty cents (\$3.50) per hour shall be paid to workers for each hour worked after 2:00 PM if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 PM.

b) Night Shift Differential

A night shift differential of four dollars and thirty cents (\$4.30) per hour shall be paid to workers for each hour worked after 11:00 PM and prior to 7:30 AM if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 PM and before 7:30 AM.

Section 8.10 – Hazard Duty

a) Coverage

The work places covered by this differential are the JPD Ranches and the locked secured sections of the following facilities:

1. Mental Health (EPS)
2. Main Jail
3. Elmwood
4. JPD Hall
5. Psychiatric Inpatient
6. North County Jail (during the day – locked down portion)
7. Starlight (Charter) Hospital

b) Full-Time Payment

A premium for lock down/hazard duty of ninety-five cents (\$.95) per hour, effective December 4, 2006, shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations. This lock down/hazard duty premium shall be included in the pay status time of the coded classification described in this paragraph b).

c) Part-Time Payment

A premium for lock down/hazard duty of ninety-five cents (\$.95) per hour, effective December 4, 2006, shall be paid to coded classifications, whose entire assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in paragraph a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations.

An employee must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a) prior to being eligible for the lock down/hazard duty premium. Coded classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work.

- d) The lock down/hazard duty premium shall not be allowed in computing payments at the time of termination.

Section 8.11 - Lead Differential

- a) The lead role whether included in the job description or paid for through this differential will be defined to include but not limited to these functions:

1. Assigns, distributes and adjusts short-term workloads;
2. Resolves work-related problems within guidelines set by the supervisors, including written counseling;
3. Keeps appraised of the progress of the work;
4. Answers procedural and work-related questions;
5. Assists the supervisor in reviewing the work;
6. May train new employees by providing general orientation to office, instruction on specific tasks, and review of task performance.
7. May assist the supervisor in the interview process for new employees -- such input shall be advisory.

- b) When assigned and authorized to perform a full range of lead duties, employees shall be compensated at the flat rate of one dollar and twenty-five cents (\$1.25) per hour for each hour.

ARTICLE 9 - HOLIDAYS

Section 9.1- Legal Holidays

<p>During Fiscal Year 2012, the following nine (9) days shall be observed as legal holidays:</p> <ul style="list-style-type: none">a) Third Monday in January (Martin Luther King, Jr. Birthday)b) March 31st (Cesar Chavez' Birthday)c) Last Monday in Mayd) July 4the) First Monday in Septemberf) Second Monday in Octoberg) Veteran's Day to be observed on the date State of California workers observe the holidayh) Fourth Thursday in November (Thanksgiving Day)i) December 25thj) Other such holidays as may be designated by the Board of Supervisors	<p>During Fiscal Year 2013, the following ten (10) days shall be observed as legal holidays:</p> <ul style="list-style-type: none">a) January 1stb) Third Monday in January (Martin Luther King, Jr. Birthday)c) March 31st (Cesar Chavez' Birthday)d) Last Monday in Maye) July 4thf) First Monday in Septemberg) Veteran's Day to be observed on the date State of California workers observe the holidayh) Fourth Thursday in November (Thanksgiving Day)i) The Friday following Thanksgiving Day (Day after Thanksgiving)j) December 25thk) Other such holidays as may be designated by the Board of Supervisors
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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 observed on the preceding Friday. Holidays which fall during a vacation period or when an employee is

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

Section 9.4 - Holidays Converted to Vacation Accrual

During Fiscal Year 2012, in addition to the legal holidays described in Section 9.1, each full time worker employed on October 31, 2011 shall accrue, based on actual hours worked, 24 additional hours of vacation hours (the equivalent of three (3) days of holiday). The additional 24 vacation hours are in lieu of the reduced holidays and shall only accrue through June 24, 2012. This accrual shall be pro-rated proportionately for part time workers and for full time workers who work less than a full year based on actual hours worked.

During Fiscal Year 2013, in addition to the legal holidays described in Section 9.1 each full time worker employed on June 25, 2012 shall accrue, based on actual hours worked, 16 additional hours of vacation (the equivalent of two (2) days holiday). The additional vacation hours are in lieu of the reduced holidays and shall only accrue through June 23, 2013. This accrual shall be pro-rated proportionately for part time workers and for full time workers who work less than a full year based on actual hours worked.

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.
- 3). For the duration of this contract, the vacation carry-over limit of the three years vacation earnings shall be temporarily increased by 48 hours. The temporary increase to the limit of 48 hours shall expire on November 10, 2013 and revert to the vacation limit in Section 10.1 c.

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

Workers employed as of October 31, 2011 shall be credited with four (4) days personal leave which must be used on or before November 11, 2012 and an additional four (4) days personal leave for workers employed as of November 12, 2012 which must be used on or before November 10, 2013. Such leave may be used by a worker 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 workers and for workers hired subsequent to October 31, 2011 and November 12, 2012 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 Christmas, or New Year's except where staffing needs require otherwise. At the employee's reasonable advance request, up to one (1) day of the employee's accrued but unused personal leave days shall be scheduled on March 31st, Cesar Chavez' birthday, except where staffing needs require otherwise. If an employee is assigned and works on Thanksgiving Day or 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 a licensed medical practitioner. The appointing authority may require such a supporting statement for absences less than three (3) days when there is a reasonable cause of misuse.

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 defined as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick leave 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 canceled 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.

f) 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 employee 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 and the County ordinance code 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 examination 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.
 4. If the County requires the worker to leave work during this period, the worker will be placed on paid leave pending the result of the fitness for duty examination without the requirement to use any leave balances. The worker shall not be entitled to paid leave if he/she refuses to comply with the physician's examination requirement during the fitness for duty process or does not remain available to report to work during their normal scheduled shift. A worker may request to use leave banks if he/she is not available for duty during the normally scheduled shift.
- 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 unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. 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 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

All accumulated vacation time and compensatory time must be exhausted prior to leave without pay.

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 - Leaves to Perform Jury Duty

a) Response to Summons

An employee shall be allowed to take leave from his/her County duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she executes a written waiver of all compensation other than the mileage allowance for which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular 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, 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 an evening or night shift employee is called to court under the above provision, the following shall apply:

1. Evening 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 shift 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 11.7 - 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, grandfather, son or daughter of the worker or of the spouse of the worker or of the same-sex domestic partner of the worker; and the spouse, stepparent, son-in-law, daughter-in-law; brother, sister, grandchild, or brother-in-law, or sister-in-law of the worker or any person living in the immediate household of the worker. Up to forty (40) hours pay shall be granted which will consist of sixteen (16) hour not charged to any accumulated balance followed by twenty-four (24) hours chargeable to sick leave, if necessary. An additional twenty-four (24) hours, sixteen (16) chargeable to sick leave and eight (8) not charged to any accumulated balance, is authorized if out-of-state travel is required.

Section 11.8 - Family Leave

a) Maternity Leave

1. Length

Upon request, maternity leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. An employee who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by County medical benefits while on maternity leave, except as otherwise provided by law.

2. Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

b) Other Family Leave

Upon request, family leave, with or without pay, shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Policy, and for the serious illness of a same-sex domestic partner, for a period up to six (6) months.

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 Department/Agency will review and make determinations 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.

d) Treatment Following Return From Leave

Workers required by their physicians to undergo therapy or treatment due to an industrial injury shall receive leave with pay under the following conditions:

- 1) Treatments are being paid under Workers' Compensation.
- 2) The therapy or treatment falls within the worker's normal working hours.
- 3) Applies only to actual prescheduled treatment time and reasonable travel time.
- 4) The worker provides a statement from the treator.

Section 12.2 - Insurance Premiums

a) Medical Insurance

The County agrees to pay full medical coverage for employee and dependents on the lowest cost medical plan. For the purpose of this section, lowest cost medical plan will be either Kaiser or Health Net Plan. Up to the same maximum contribution will be made to the other plans (i.e. Kaiser, Health Net and Valley Health Plan). The County will pay the employee only contribution for Kaiser, Health Net and Valley Health Plan.

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

Effective with coverage on or about January 1, 2012, the Kaiser Plan will be changed to \$10 co-payment for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply), and \$100 co-payment for hospital admission; the Health Net Plan will be changed to \$15/\$20/30% (Tier 1/2/3) co-payment for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

In addition, following the approval of this agreement, the parties agree to eliminate the current Kaiser co-payment reimbursement effective September 1, 2011. The last day to incur such co-payment expense and be eligible for reimbursement is August 31, 2011. Employees will have until September 30, 2011 to submit their claim for reimbursement.

Dual Coverage

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

Domestic Partners

Benefits shall be provided in accordance with Article 14 - Domestic Partners

b) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution and pick up any inflationary cost during the term of this Agreement. The existing California Dental Service Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	75-25 - no deductible. \$2,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

The County will continue to provide an alternative dental plan. The current alternative Dental plan is Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

c) Life Insurance

The County agrees to continue the existing base group Life Insurance Plan of twenty-five thousand dollars (\$25,000) per employee for the term of the Agreement.

d) Vision Care Plan

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for the employee and dependents and pick up inflationary costs during the term of this agreement.

e) 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.

f) Medical Benefits for Retirees

1. For workers hired before August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed five (5) years service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner Section of this agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

2. For workers hired on or after August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

3. For workers hired on or after June 19, 2006:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed ten (10) years of service (2,610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

Such years of service expressed in a., b. and c. above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County,

g) Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under Section 12.2 (a) 1 subsections a, b, or c may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

h) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Effective with the paycheck beginning October 31, 2011, all coded employees shall contribute on a biweekly basis an amount equivalent to 1.0% of the lowest cost early retiree premium rate. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose. The OPEB contribution will remain in effect until June 23, 2013.

Section 12.3 - 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.

Section 12.4 - Safety Shoes

All employees in this unit will be provided safety footwear for use on the job only. Appropriate safety footwear requirements will be determined by the employee's department and the County's Office of Safety and Environmental Compliance and such footwear are to be obtained through the County's authorized vendors.

Section 12.5 - State Disability Insurance

The Union and the county agree that during the first calendar year of this Agreement an election shall be conducted as to whether or not State Disability Insurance SDI shall be provided, at employee cost, to all employees in the bargaining unit.

Election requirements and starting date of coverage shall comply with California State Employment Development Department regulations and applicable laws.

If the election to approve SDI coverage is successful, a new Section 12.5 shall read as follows:

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

- a) The County shall register the Union with the director of the California State Employment Development Department for the purpose of SDI coverage represented employees.
- b) The Controller's Office shall withhold wage earner contributions per pay period from each employee's pay at the rate set pursuant to the Unemployment Insurance Code, and forward said funds to the State Disability Fund.
- c) Within one week of being disabled from work, the employee or his/her Representative shall contact the office designated by the County to provide information on the following:
 1. The date the disability or illness commenced;
 2. The estimated duration of the disability;
 3. A telephone number where the employee can be reached;
 4. The election of sick leave or STO usage during the first week of disability;
 5. Whether or not the employee is planning to file for SDI benefits;
 6. The election to integrate sick leave and STO pay with SDI benefits.
- d) An employee who is determined to be eligible to receive SDI benefits, and who has made timely election to integrate shall be paid a biweekly amount using accumulated sick leave and STO, which when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes. Such warrants shall be issued on normal county pay days.

If notification is not received no integration of sick leave or STO shall be made. However, the employee may elect integration at a later date, and it shall be implemented at the start of the next pay period.

The employee shall have the responsibility to notify the County of any change in status (e.g. health, length of disability, etc.) that may affect his/her return to regular employment.

Section 12.6 – Tuition Reimbursement

The County shall maintain an education and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level.

- a) Funds
Tuition reimbursement funding shall be suspended effective October 31, 2011 through June 23, 2013. Tuition reimbursement funds shall be reinstated June 24, 2013.

b) Eligibility

Workers are eligible to participate in the educational leave and tuition reimbursement programs provided:

- 1) The worker is not receiving reimbursement from any other government agency or private source, for the amount requested from this fund.
- 2) The training undertaken is related to the worker's occupational area including: CEU's, dues in professional association, professional license/certificate, or has demonstrated value to the County.
- 3) The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with and signed by the employee's manager at least ten (10) days prior to the commencement of the course, and then the employee must submit the tuition reimbursement request to Employee Development.
- 4) Substitute courses may be approved when approved courses are found to be unavailable.
- 5) There are sufficient funds available in the program.
- 6) The worker has not exhausted the annual maximum reimbursement limit per Section D below.

c) Disapproval

Management may disapprove an application for education and tuition reimbursement provided:

- 1) Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and
- 2) The County alleges disapproval is necessary because any of the provisions above have not been met. If a final determination is made against the worker, tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be reimbursed.

d) Reimbursement

Total reimbursement for each worker participating in the program will not exceed \$500 per person, per contract year. The total aggregate amount for the bargaining unit shall not exceed the amount of money in the fund or projected to be in the fund each contract year. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required cost (including textbooks) upon presentation of required documentation.

e) Deduction Authorization

The worker shall sign a note which states that upon receipt of reimbursement, she/he authorizes:

- 1) Deduction from her/his wages in the event she/he does not receive a passing grade of C or better OR proof of completion.
- 2) Deduction of fifty percent (50%) of the amount of reimbursement if she/he leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
- 3) Deduction of the full amount of reimbursement if she/he leaves county employment before completion of the course (except if laid off).

ARTICLE 13 - FURLOUGH

Section 13.1 - Furlough Period

Between October 31, 2011 and June 24, 2012 all employees shall take 7.5 unpaid furlough days (60 hours). Between June 25, 2012 and June 23, 2013 all employees shall take 12 unpaid furlough days (96 hours).

The number of furlough days shall be prorated for part-time employees and for employees on an unpaid leave. The number of furlough days shall be prorated by pay-period for new employees hired on or after October 31, 2011 or on/after June 25, 2012 respectively or for employees who work less than a full year.

An employee, who is on a leave of absence that requires the employee to charge a leave bank other than sick leave, or comp time, shall have the furlough bank charged first until exhausted. Additionally, employees will be required to use and/or substitute furlough days for scheduled vacation days until all furlough days are used.

The manager shall approve or assign furlough days off after giving due consideration to the employee's preference for furlough days off. If a manager and an employee are unable to arrange a mutually agreeable schedule of furlough days the manager shall assign furlough days or if an employee does not submit a preference for furlough days off, the manager shall assign furlough days off.

If an employee does not use all of his/her furlough days, the days shall be forfeited, except in cases where the employee's scheduled furlough days are cancelled and/or all the furlough days cannot be rescheduled. If an employee leaves the County service, changes bargaining units, or is in an unpaid status that results in the employee using more furlough hours and has been deducted from the employee's pay, the amount shall be considered and processed as an overpayment.

Furlough time will not count as hours worked for the purpose of calculating overtime. However, except in the event of an emergency, an employee will not be subject to, overtime/extra hours in the same workweek as the furlough day(s) are scheduled.

Supervisors will avoid scheduling, where possible, on-call assignments on a scheduled furlough day. Where this is not possible, the furlough day shall be treated in the same manner as a regular day off for the purposes of on-call, pursuant to Section 8.7 (On Call) of the BTC agreement.

Should an employee work on a day that is not a regularly scheduled work day in a week in which a furlough is taken, the furlough day will be returned to the furlough bank and the extra day shall be considered as a regular work day; in no case shall an employee have a schedule that would require they be compensated for more than 40 hours in a week at the regular rate of pay.

The Parties agree that any unforeseen issues related to implementation require mutual agreement on a solution.

Section 13.2 - Even Distribution of Furlough Days

The County and the Union agree to implement a process which provides a uniform procedure to level the impact to employees by having furlough deduction described below distributed evenly among the pay periods in each fiscal year so as to avoid fluctuations on each employees pay check as a result of taking furloughs. Effective October 31, 2011 through June 24, 2012, the deduction will be calculated at the equivalent of 3.529 hours per pay period. This process of distributing furlough days evenly among pay periods will not reduce the overtime rate. Effective June 25, 2012, through June 23, 2013, the deduction will be calculated at the equivalent of 3.692 hours per pay period. This process of distributing furlough days evenly among pay periods will not reduce the overtime rate.

- a. Furlough time will be considered time in paid status for the following:
 - Accrual of paid leave
 - Seniority
 - Time in service for step increases
 - Completion of probation

- b. Furlough time will be addressed in accordance with CalPERS regulations for the purpose of pension.

Section 13.3 - Definition of Furlough

1. "Furlough" refers to one or more hours of mandated, unpaid leave taken on a consecutive or intermittent basis.

2. In Fiscal Year 12, all full-time, regular employees will be required to take 7.5 days (60 hours) of furlough and, in Fiscal Year 13; employees shall take 12 days (96 hours) of furlough. Part-time employees shall have furlough hours pro-rated.

3. The following terms and conditions apply to the furlough program:

Furloughs shall typically be taken in a minimum of one day increments. Lesser increments may be taken by mutual agreement with prior manager/supervisor approval.

Section 13.4 - Service Levels

It is understood by the County that there may be a lower level of service due to this Furlough Program.

Section 13.5 - Dates for County Uniform Furlough Closure in Fiscal Year 12

The uniform furlough closure days for County employees shall occur on the following dates:

1. November 25, 2011
2. January 2, 2012

Section 13.6 - Work Areas Excluded from Uniform Furlough Closure

The below areas are excluded from furlough closure days:

Any 24/7 agencies, departments or areas that were not closed on the Day after Thanksgiving Holiday in 2010 or Observed New Years Day 2011.

Section 13.7 - Self Directed Furloughs

A. Fiscal Year 12 – 7.5 Furlough Days

- a. Employees excluded from uniform furlough closure days, pursuant to Section V above shall take 7.5 self directed, management approved, furlough days.
- b. Employees subject to uniform furlough closure days shall take, in addition to the furlough closure days, 5.5 self directed furlough days for a total of 7.5 furlough days.
- c. Multiple furlough days may be scheduled consecutively provided the dates are requested and approved by the manager/supervisor.

B. Fiscal Year 13 – 12 Furlough Days

- a. During Fiscal Year 13, employees shall take 12 self directed furlough days as mutually agreed upon between the manager/supervisor and employee.
- b. Multiple furlough days may be scheduled consecutively provided the dates are requested and approved by the manager/supervisor.

Section 13.8 - Scheduling Furlough Days

- a. In Fiscal Year 12, a employee will submit a written request to his/her manager a list of a minimum of 3 dates and 3 alternate dates the employee would prefer to have off as his/her furlough days. The employee must submit his/her request by January 6, 2012. By mutual agreement, the employee and manager/supervisor may agree to have furlough days scheduled and taken prior to January 6, 2012.
- b. In Fiscal Year 13, a employee will submit a written request to his/her manager a list of a minimum of 8 dates and 8 alternate dates the employee would prefer to have off as his/her furlough days. The employee must submit his/her request by August 1, 2012. By mutual agreement, the employee and manager/supervisor may agree to have furlough days scheduled and taken prior to August 1, 2012.

- c. The manager shall approve or assign furlough days off after giving due consideration to the employee's preference for furlough days off. If a manager and an employee are unable to arrange a mutually agreeable schedule of furlough days by January 20, 2012 for Fiscal Year 12 and October 12, 2012 for Fiscal Year 13, the manager shall assign furlough days. If an employee does not submit a preference for furlough days off, the manager shall assign furlough days off.
- d. An employee may request to change his/her scheduled furlough day, provided it is approved by the manager. Multiple furlough days may be scheduled consecutively provided the dates are requested by the deadline outlined in subsections a) and b) above; and approved by the manager/supervisor.
- e. A manager/supervisor may request that an employee change his/her scheduled furlough day and provided this is agreeable to the employee, such day will be rescheduled to a mutually agreeable day.
- f. If an employee does not use all of his/her furlough days, the days shall be forfeited, except in cases where the employee's scheduled furlough days are cancelled and/or all the furlough days cannot be rescheduled. If an employee leaves the County service, changes bargaining units, or is in an unpaid status that results in the employee using more furlough hours and has been deducted from the employee's pay, the amount shall be considered and processed as an overpayment.
- g. Should an employee work on a day that is not a regularly scheduled work day in a week in which a furlough is taken, the furlough day will be returned to the furlough bank and the extra day shall be considered as a regular work day. Upon request of the employee, Vacation, Comp time or Personal Leave may be substituted for the extra day. In no case shall an employee have a schedule that would require they be compensated for more than 40 hours in a week at the regular rate of pay.
- h. Should an emergency arise and the County requires an employee to work on a scheduled furlough day, the employee shall have the opportunity to schedule another furlough day and will have the highest priority in selecting a date. Should the employee not be able to schedule a furlough day within that Fiscal Year 12, the furlough day(s) must be taken in the next contract year no later than June 23, 2013.
- i. Furlough time off will be tracked under a separate hours code and appear on the payroll advices as a bank of hours.

Section 13.9 - Usage Priorities

- a. The department's practice for granting time off shall dictate priority for competing requests for furlough days.
- b. Absent a department practice, seniority, as defined as days of accrued service in any coded position under Section 5.1 – Seniority Defined of this contract, shall dictate priority for competing requests for Furlough Days.
- c. The Priority Order for individuals scheduling time off for Fiscal Year 12 and Fiscal Year 13:
 - 1. Scheduling Furlough Days
 - 2. Personal Leave Days/Vacation Days

Vacation that has already been scheduled prior to this agreement shall not be affected except by mutual agreement between the employee and manager/supervisor.

ARTICLE 14 – 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.

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

ARTICLE 15 – RETIREMENT

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

The County will pay the employee's seven percent (7%) contribution to PERS for the term of this Agreement.

The County of Santa Clara's increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the existing employer payment of employee PERS contribution shall be reflected as part of the effective wages.

The County shall pay on behalf of all employees covered under PERS miscellaneous the currently required employee contribution to the Public Employees' Retirement System.

The County will continue the present benefit contract with PERS for Miscellaneous employees, which is the 2.5% at 55 Retirement Plan, as amended December 17, 2007.

In consideration for continuing the 2.5% at 55 Retirement Plan, the Union agrees for each worker covered under this benefit to contribute to PERS, through payroll deduction, effective October 31, 2011 an amount equal to $(6.096 = 3.931 + 2.165)$ % of PERS reportable gross pay. Effective June 25, 2012, each worker covered under this benefit shall contribute to PERS, through payroll deduction, an amount equal to $(5.851 = 3.931\% + 1.92)$ % of PERS reportable gross pay. The County will take action promptly to effectuate that the portion of PERS contribution paid for by the employee is done on a pre-tax basis, as allowed by law. Effective June 24, 2013, the PERS contribution will return to the rate of 3.931%.

In accordance with SS 20636, Sub section (c) (4) of the California Public Employees Retirement Law, the County and the Building and Construction Trades Council of Santa Clara and San Benito Counties (BTC) agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year."

The County shall pay on behalf of all workers covered under PERS Miscellaneous 7% member (worker) contribution to the Public Employees' Retirement System as well as an additional 0.49% which is attributable to reporting EPMC as special compensation. Taking into consideration the agreement between the parties as a result of the prior implementation of 2% at 55 Plan, the County is entitled to add 10.49% to the base wage for effective wage.

ARTICLE 16 - USE OF PRIVATE VEHICLES

Section 16.1 - 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 five hundred dollars (\$500.00) provided:
 1. The driver of the other vehicle is responsible for the accident as verified by a police report and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
 2. The damage is caused by a hit-run or unidentified driver as verified by a police report, 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 17 - 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 D 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 (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 Craftsperson covered under this agreement will be compelled to work in an environment at the County Medical Center, County clinics or jails, with less protection "against exposure" than that utilized by any employee normally assigned to work in that area.

- c) No Craftsperson covered under this agreement will be compelled to work in an area occupied by prisoners at the Main Jail which area is not under the surveillance of a Department of Correction's Deputy.

ARTICLE 18 - 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 18.1 - 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 except where employees voluntarily waive their right to appeal such disciplinary action to the Personnel Board.
 - 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 18.2 - 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.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step 1 without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Union shall appear and be heard in such grievances at any step.

Section 18.3 - 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 18.4 - Informal Resolution/Time Limits

It is agreed that 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 as appropriate remedy.

Section 18.5 - Formal Grievance

a) Step 1

Within fifteen (15) 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 fifteen (15) working days of receipt of the grievance.

b) Step 2

If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the second step decision, present a written presentation to be directed to the County Executive'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 fifteen (15) working days of receipt of the grievance at step 2, 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 arbitrable 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 2. 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 18.6 - Arbitration Release Time

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

- a) The employee on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the employee's own leave time -- provided the absence does not unduly interfere with the performance of service.

ARTICLE 19 - 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 20 - 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 21 - 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 22 - SAVINGS CLAUSE

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

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

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

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

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

ARTICLE 23 - TERM OF AGREEMENT

This agreement shall become effective only upon approval of the Board of Supervisors and for the units listed in Article 1 upon the ratification by the, and shall remain in full force and effect from October 31, 2011 to and including November 10, 2013 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 November 10, 2013, or an subsequent November 10th, of its desire to terminate this Agreement or amend any provision thereof.

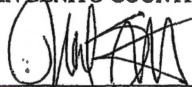
Dated: November 3, 2011

SANTA CLARA COUNTY
NEGOTIATION COMMITTEE

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



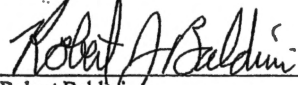
Elaine Rowan



Neil Struthers




Pablo Pineda



Robert Baldini



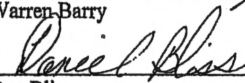
Dave Gord



Warren Barry



Michael Harrison



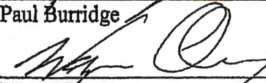
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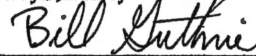
Roger SobHoo



Paul Burrige



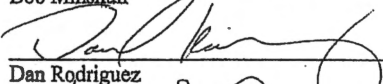
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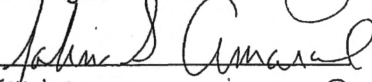
Bill Guthrie



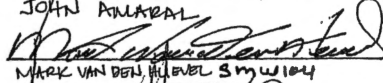
Bob Minshull



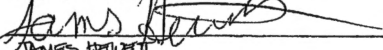
Dan Rodriguez



JOHN AMAREL



MARK VAN DEN HEVEL 3/11/104



JAMES HELBERT

**Building Trades Council
Salary Schedule**

Effective October 31, 2011

Job Title	Job Code	Entry-Level Hourly until June 24, 2013	Entry-Level Biweekly until June 24, 2013	Entry-Level Monthly until June 24, 2013	Hourly	Biweekly	Monthly
Building Inspector	N06	42.975	3438.00	7449.00	46.46	3716.80	8053.07
Carpenter	M51	32.713	2617.04	5670.25	35.366	2829.28	6130.11
Carpenter Apprentice 2nd Year	M54	22.886	1830.88	3966.90	24.742	1979.36	4288.61
Carpenter Apprentice 3rd Year	M53	26.171	2093.68	4536.30	28.294	2263.52	4904.29
Carpenter Apprentice 4th Year	M52	29.426	2354.08	5100.50	31.812	2544.96	5514.08
Electrician	M59	38.411	3072.88	6657.90	41.526	3322.08	7197.84
Electrician Apprentice 2nd Yr	M62	25.748	2059.84	4462.98	27.836	2226.88	4824.91
Electrician Apprentice 3rd Yr	M61	29.427	2354.16	5100.68	31.813	2545.04	5514.25
Electrician Apprentice 4th Yr	M60	32.149	2571.92	5572.49	34.756	2780.48	6024.37
Elevator Mechanic	M65	39.168	3133.44	6789.12	42.344	3387.52	7339.63
Elevator Technician I	M13	25.875	2070.00	4485.00	27.973	2237.84	4848.65
Elevator Technician II	M12	29.572	2365.76	5125.81	31.97	2557.60	5541.47
HVAC/R Mechanic	M81	38.411	3072.88	6657.90	41.526	3322.08	7197.84
Locksmith	M83	32.713	2617.04	5670.25	35.366	2829.28	6130.11
Painter	M68	32.713	2617.04	5670.25	35.366	2829.28	6130.11
Painter Apprentice 2nd Year	M70	24.523	1961.84	4250.65	26.512	2120.96	4595.41
Painter Apprentice 3rd Year	M69	27.779	2222.32	4815.02	30.032	2402.56	5205.55
Plumber	M75	38.411	3072.88	6657.90	41.526	3322.08	7197.84
Plumber Apprentice 2nd Year	M79	25.748	2059.84	4462.98	27.836	2226.88	4824.91
Plumber Apprentice 3rd Year	M78	29.427	2354.16	5100.68	31.813	2545.04	5514.25
Plumber Apprentice 4th Year	M77	33.114	2649.12	5739.76	35.799	2863.92	6205.16
Roofer	M71	32.713	2617.04	5670.25	35.366	2829.28	6130.11
Sr Building Inspector	N04	46.941	3755.28	8136.44	50.748	4059.84	8796.32
Sr Carpenter	M55	35.964	2877.12	6233.76	38.881	3110.48	6739.37
Sr Electrician	M63	42.251	3380.08	7323.50	45.677	3654.16	7917.35
Sr HVAC/R Mechanic	M92	42.251	3380.08	7323.50	45.677	3654.16	7917.35
Sr Painter	M64	35.964	2877.12	6233.76	38.881	3110.48	6739.37
Sr Plumber	M90	42.251	3380.08	7323.50	45.677	3654.16	7917.35
Tile Setter	M32	32.713	2617.04	5670.25	35.366	2829.28	6130.11

APPENDIX B

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 work place, 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 agree 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.

**Sideletter of Agreement
Between
County of Santa Clara
and
Building Trades Council of Santa Clara and San Benito Counties (BTC)
“Me Too”**

Should any County employee bargaining unit, represented or unrepresented (e.g. Executive Management, Confidential, etc.) that is not already scheduled to receive a salary increase or any other benefit enhancements, receive bonuses, special compensations up to and including increased employer paid member contribution, deferred compensation contribution by employer, lump sum payments, reduction of required worker contribution for retirement enhancement for the contract period, from existing union contracts or by new salary ordinance amendment, and which receives a new salary increase or equivalent compensation increase for the duration of the contract period, then comparable adjustments will be granted to the workers covered by this MOA. Adjustments made for other units that have no net change in value to concessions previously agreed to will not apply to this section. Additionally, adjustments for any unit that exceeds its pro-rated share of concessions shall not apply to this section.

If any other bargaining unit does not meet their pro-rated share of concessions (based on the prorated share of concessions that was set on July 22, 2011 by the County), then BTC’s share and the cost to its members will be lowered by a proportional amount except if the reason for the other bargaining unit(s) not meeting their target is beyond the control of the County.

Uniform Methodology

The parties recognize the complexity of applying the “target reduction” uniformly across multiple bargaining units with different contract expiration dates.

The parties agree that to the extent practicable the methodology to be used in calculating each bargaining unit’s pro rata share of the “target reduction” for FY 12 and FY 13 and the methodology used for reaching each bargaining unit’s target reduction for FY 12 and FY 13 shall be applied uniformly.

Should an issue related to uniform methodology arise, the parties shall meet to determine what adjustment, if any, should be made.

Any concessions made under this agreement that exceed the target reduction of FY 13 and are collected after the end of FY 13 shall be applied toward any subsequent concessions, if required, in a reasonable manner agreeable to the parties.

BTC shall have an opportunity to provide input to the County on the methodology for establishing concession targets should targets be necessary for FY 14.