

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA

AND

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

December 5, 1994 to December 1, 1996

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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.

j) 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.

#### 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 pay check 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 5.8 - 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. Such employee shall receive a ten (10) working day notice of release and shall have the right to request and receive a Department/Agency administrative review of such release. Such a review must be requested in writing within ten (10) ing days of the action or it is waived. The Department/Agency head or his/her designated representative, shall hear and make a decision in writing.

#### 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.

## ARTICLE 7 - PAY PRACTICES

### Section 7.1 - Salaries

Effective Pay Period 95/26, December 4, 1995, all salaries shall be as listed in Appendix A attached hereto and made a part hereof. Effective pay period 96/18, August 12, 1996, all salaries shall be as listed in Appendix B attached hereto and made a part hereof. The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.

### Section 7.2 - Part-time Salaries

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

### Section 7.3 - Work Out of Classification

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

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

ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Hours of Work

Eight (8) hours' work shall constitute a full day's work and forty (40) hours' work shall constitute a full week's work unless otherwise provided by law, code or other agreement. The normal shift for Building Inspectors and Senior Building Inspectors is 8:00 AM to 5:00 PM. The normal shift for all other employees represented by this Agreement is 7:15 AM to 3:45 PM. The normal workweek for all classifications represented by this Agreement is Monday through Friday.

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

Section 8.2 - Overtime Work

For all employees in this unit, overtime is defined as time worked beyond forty (40) hours in any 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 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

If overtime work does not immediately follow or precede the regular work shift, a minimum of three (3) hours' call-back time shall be credited the employee. Employee will be credited for each call-back during a rescheduled shift. Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

#### Section 8.7 - On-Call Pay

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 regular salary for time worked, ten dollars (\$10.00) for each eight (8) hour shift, or portion thereof, only on Fridays, Saturdays, Sundays and/or holidays.

#### Section 8.8 - Taper-Rocker Pay

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

Section 8.9 - Night Shift Differential

"Night Shift" means an assigned schedule of work hours of which not less than one-half (1/2) the total number of hours, plus one (1) hour, are worked after 5:00 PM and before 8:00 AM. A premium for night shift of seven and one-half percent (7 1/2%) over the base hourly rate shall be paid to all County employees who are assigned a night shift. This premium shall only be paid for productive time worked. The night shift premium shall not be allowed in computing payments at time of termination.

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 (ITS) Screening Unit
2. Main Jail
3. Elmwood
4. North County Jail
5. JPD Hall
6. Psychiatric Inpatient

b) A premium for hazard duty of fifty cents (\$.50) per hour shall be paid to coded classifications, whose entire assignment is not in a work place described in paragraph 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. This hazard duty premium shall not be included in the pay status time of the coded classification described in this paragraph c).

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 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.

- c) The 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 (\$1.00) per hour for each hour actually worked.

## ARTICLE 9 - HOLIDAYS

### Section 9.1 - Legal Holidays

The following shall be observed as legal holidays:

- a) January 1st
- b) The third Monday in January (Martin Luther King's Birthday)
- c) Third Monday in February
- d) Last Monday in May
- e) July 4th
- f) First Monday in September
- g) Second Monday in October
- h) Veteran's Day to be observed on the date State of California employees observe the holiday.
- i) The fourth Thursday in November (Thanksgiving Day)
- j) The Friday following Thanksgiving Day (Day after Thanksgiving)
- k) December 25th
- l) Other such holidays as may be designated by the Board of Supervisors.

All previous informal time off practices are eliminated and unauthorized.

### Section 9.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on



the following Monday. Holidays which fall on Saturdays shall be 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.

### ARTICLE 10 - VACATIONS

#### Section 10.1 - Vacation Earnings

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

(18) working days per year. Beginning with the fifteenth year (3,655th day) of continuous service, vacations shall be computed at the rate of twenty (20) working days per year. Beginning with the twentieth year (4,960th day) of continuous service, vacations shall be computed at the rate of twenty-two (22) working days per year.

a) Time for Vacations

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

b) Vacation Accrual

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

c) Vacation Carry-Over

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

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

d) Vacation Balance

In the event the appointing authority does not provide vacation for an employee sufficient to reduce his/her accumulated vacation

balance to the amount permitted (three years' earnings), the employee may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to exceed one (1) year's earnings. The balance of the employee's accumulated vacation shall remain to his/her credit.

e) Vacation Pay-Off

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

f) Birthday Holiday

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

ARTICLE 11 - LEAVE PROVISIONS

Section 11.1 - Personal Leave Days

a) Scheduling

Employees employed as of July 17, 1995 shall be credited with four (4) days personal leave which must be used on or before July 14, 1996 and an additional four (4) days personal leave for employees employed as of July 15, 1996 which must be used before July 13, 1997. Such leave may be used by an employee for any lawful purpose he/she desires, provided such leave must be scheduled in advance with the appointing authority except in cases of bona fide emergency. This benefit shall be prorated for part-time employees and for employees hired subsequent to July 17, 1995 and July 14, 1996 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 an accredited physician. The appointing authority may require such a supporting statement for absences less than three (3) days.

c) Sick Leave Accrual

Unused sick leave time may be accrued without limitation.

d) Sick Leave Used for Care of Immediate Family

An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3)

working days of such leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

e) Day Defined/Sick Leave Pay-Off

For purposes of this paragraph, a day is define as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick 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 on 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 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.
- 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 other governmental agency employment, or to accept employment with the Union.

b) Revocation

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

c) Vacation Leave

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

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 time off no more than once during a calendar year and provided that he/she executes a written waiver of all compensation by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular work week pay as a result of jury duty service. The employee is required to notify his/her appointing authority when he/she has received a jury summons and when his/her service is completed.

b) Jury Duty

Nothing in this Section shall prevent any County employee from serving on a jury more than once per calendar year, provided, duties as a result thereof shall be charged, at the option of such employee, to either accrued vacation time or leave without pay.

c) Response to a Subpoena

No employee shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that employee is not a party to the litigation.

d) Release Time

In the event a night shift employee is called to court under the above provision, the following shall apply:

1. Swing or P.M. shift shall have release time the day of court attendance; time spent in court shall be deducted from the
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.

e) Return to Work

For the purposes of this Section, an employee who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

Section 11.7 - 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, or grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee or any person living in the immediate household of the employee. Up to forty (40) hours with pay shall be granted which will consist of sixteen (16) hours not charged to any accumulated balance followed by twenty-four (24) hours chargeable to sick leave, if necessary.

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) Paternity Leave

Upon request, paternity leave without pay shall be granted to natural or adoptive parents not to exceed six (6) months.

c) Other Family Leave

Upon request, family leave 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 County's Family and Medical Leave Policy, for a period up to three (3) 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.

Section 12.2 - Insurance Premiums

a) Medical Insurance

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

Effective July 1, 1995:  
(Paycheck of June 23, 1995)

	<u>Preferred 100 (S.C. Co. Health Plan)</u>	<u>Valley Health Plan</u>	<u>Kaiser</u>	<u>Take Care</u>
Employee Coverage				
County Paid	\$266.36	\$161.98	\$161.98	\$191.80
Employee Paid	.00	.00	.00	.00
Dependent Coverage				
County Paid	127.01	231.39	231.39	201.57
Employee Paid	57.34	.00	.00	7.94
Total Premiums				
County Paid	393.37	393.37	393.37	393.37
Employee Paid	<u>57.34</u>	<u>.00</u>	<u>.00</u>	<u>7.94</u>
	\$450.71	\$393.37	\$393.37	\$401.31

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 from among Santa Clara County Health Plan, Kaiser and Take Care. Up to the same maximum contribution will be made to the other plans. The County will pay the employee only contribution for Kaiser, Santa Clara County Health Plan and Take Care Plan.

The parties agree that Kaiser coverage will be the Kaiser S Plan with the 3A option.

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

All newly hired employees shall be limited to enrollment in either the Valley Health Plan or the Preferred 100 Plan. This limitation shall continue until the nearest open enrollment window after the employee has been employed for twelve (12) months. This enrollment limitation shall not apply if the employee is already a member of Take Care or Kaiser on their date of hire.

Domestic Partners

The County will implement same sex domestic partner coverage effective July 17, 1995, pay period 95/16.

b) Dental Insurance

The County agrees to contribute the amount of fifty-nine dollars and ninety-seven cents (\$59.97) per month 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. \$1,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$1,500 lifetime maximum per patient (no age limit).

c) Life Insurance

The County agrees to continue the existing base group Life Insurance Plan of ten thousand dollars (\$10,000) 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 12/24/24 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 in 1995-96.

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.

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

Beginning January 1, 1995, 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.

#### ARTICLE 13 - 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.

#### ARTICLE 14 - USE OF PRIVATE VEHICLES

##### Section 14.1 - Use of Private Vehicles

- a) Departments may authorize the use of private vehicles by their department employees, with each department maintaining a continuous listing of those employees authorized to use their private vehicles. Each employee so authorized shall have completed applicable County authorization requirements governing County driver permits and insurance. Employees not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.
- b) Employee whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the Accident Review Board, be reimbursed for such damage not to exceed one hundred fifty dollars (\$150.00) provided:
  1. The driver of the other vehicle is responsible for the accident as verified by a police report and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or

2. The damage is caused by a hit-run or unidentified driver as verified by a police report, or
3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the employee. The County shall be subrogated to the employee's rights of recovery from the responsible party.

ARTICLE 15 - SAFETY

- a) The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. Appendix C of this Agreement describes the agreed guidelines for Departmental Safety Committees. Upon request, departmental negotiations on the number of representatives to the Departmental Safety Committee (paragraph 3, number 3 of the Guidelines) shall be negotiated at the departmental level. Such negotiations shall be subject to review and approval of the County-wide Safety Committee pursuant to the Guidelines.
- b) No Craftsperson covered under this agreement will be compelled to work in an environment at the County Medical Center 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 16 - GRIEVANCE PROCEDURE

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

### Section 16.1 - Grievance Defined

- a) A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Departmental Memorandum of Agreement and/or Understanding, Merit System Rule, except as excluded below or other County ordinances or resolutions affecting the working conditions of the employees covered by this Agreement.
  
- b) Matters excluded from consideration under the grievance procedure:
  1. Disciplinary actions taken under Section 708 of the County Charter 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 16.2 - Grievance Presentation

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

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 16.3 - Procedural Compliance

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

### Section 16.4 - Informal Resolution/Time Limits

It is agreed 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 16.5 - 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 16.6 - 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 17 - CONFLICT OF INTEREST

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

ARTICLE 18 - STRIKES AND LOCKOUTS

During the term of this Agreement, the County agrees that it will not lock out employees and the Union that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.

#### ARTICLE 19 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its departments and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and its departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.

#### ARTICLE 20 - 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 21 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the unit listed in Article 1 upon ratification, and shall remain in full force and effect to and including December 1, 1996 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 December 1, 1996 or any subsequent December 1 of its desire to terminate this Agreement or amend any provision thereof.

Dated: February 2, 1996

SANTA CLARA COUNTY  
NEGOTIATION COMMITTEE

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

Marianne Von Mesta

Maria S. Orellana

Bob

Michael Chiquero

John E. Neese

Robert E. Mize L.U. 393

Stew Young L.U. 332

Art Castillo L.U. 507

Jondell Wheeler L.U. 405

mlh  
11/16/95

**APPENDIX A  
CLASSES AND SALARY TABLES  
EFFECTIVE DECEMBER 4, 1995**

CODE	CLASSIFICATION	HOURLY	BIWEEKLY	MONTHLY	EFFECTIVE*
M12	ELEVATOR TECH II	20.059	1604.72	3476.89	3811.28
M13	ELEVATOR TECH I	17.550	1404.00	3042.00	3332.90
M51	CARPENTER	22.970	1837.60	3981.47	4366.32
	CARPENTER APPRENTICE				
	8th - 6 mos	21.818	1745.44	3781.79	4146.67
M52	7th - 6 mos	20.662	1652.96	3581.41	3926.25
	6th - 6 mos	19.507	1560.56	3381.21	3706.03
M53	5th - 6 mos	18.378	1470.24	3185.52	3490.77
	4th - 6 mos	17.221	1377.68	2984.97	3270.17
M54	3rd - 6 mos	16.071	1285.68	2785.64	3050.90
M55	SR. CARPENTER	25.254	2020.32	4377.36	4801.80
M59	ELECTRICIAN	25.080	2006.40	4347.20	4768.62
	ELECTRICIAN APPRENTICE				
	8th - 6 mos	23.821	1905.68	4128.97	4528.57
M60	7th - 6 mos	22.569	1805.52	3911.96	4289.86
	6th - 6 mos	21.313	1705.04	3694.25	4050.37
M61	5th - 6 mos	20.059	1604.72	3476.89	3811.28
	4th - 6 mos	18.806	1504.48	3259.71	3572.38
M62	3rd - 6 mos	17.550	1404.00	3042.00	3332.90
M63	SR. ELECTRICIAN	27.588	2207.04	4781.92	5246.81
M64	SR. PAINTER	25.254	2020.32	4377.36	4801.80
M65	ELEVATOR MECHANIC	25.080	2006.40	4347.20	4768.62
M68	PAINTER	22.970	1837.60	3981.47	4366.32
	PAINTER APPRENTICE				
	6th - 6 mos	20.662	1652.96	3581.41	3926.25
M69	5th - 6 mos	19.507	1560.56	3381.21	3706.03
	4th - 6 mos	18.378	1470.24	3185.52	3490.77

\*Rate includes an increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the County's payment of the employee's contribution of 7% to PERS.

Effective December 4, 1995 (continued)

CODE	CLASSIFICATION	HOURLY	BIWEEKLY	MONTHLY	EFFECTIVE*
M70	3rd - 6 mos	17.221	1377.68	2984.97	3270.17
M72	SIGN PAINTER	22.970	1837.60	3981.47	4366.32
M75	PLUMBER	25.080	2006.40	4347.20	4768.62
	PLUMBER APPRENTICE				
	8th - 6 mos	23.821	1905.68	4128.97	4528.57
M77	7th - 6 mos	22.569	1805.52	3911.96	4289.86
	6th - 6 mos	21.313	1705.04	3694.25	4050.37
M78	5th - 6 mos	20.059	1604.72	3476.89	3811.28
	4th - 6 mos	18.806	1504.48	3259.71	3572.38
M79	3rd - 6 mos	17.550	1404.00	3042.00	3332.90
M81	REFRIGERATION MECH	25.080	2006.40	4347.20	4768.62
M82	SHEET METAL WRK	25.080	2006.40	4347.20	4768.62
M83	LOCKSMITH	22.970	1837.60	3981.47	4366.32
M90	SR. PLUMBER	27.588	2207.04	4781.92	5246.81
M92	SR. REFRIG MECH	27.588	2207.04	4781.92	5246.81
NO4	SR. BLDG INSPECTOR	29.626	2370.08	5135.17	5635.39
N06	BUILDING INSPECTOR	27.125	2170.00	4701.67	5158.54
Q70	BUILDING INSP (U)	27.125	2170.00	4701.67	5158.54
Z85	REFRIG MECH (U)	25.080	2006.40	4347.20	4768.62
Z86	ELEVATOR MECH (U)	25.080	2006.40	4347.20	4768.62
Z87	PLUMBER (U)	25.080	2006.40	4347.20	4768.62
Z88	ELECTRICIAN (U)	25.080	2006.40	4347.20	4768.62
Z89	CARPENTER (U)	22.970	1837.60	3981.47	4366.32
Z90	PAINTER (U)	22.970	1837.60	3981.47	4366.32

\*Rate includes an increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the County's payment of the employee's contribution of 7% to PERS.

**APPENDIX B  
CLASSES AND SALARY TABLES  
EFFECTIVE AUGUST 12, 1996**

CODE	CLASSIFICATION	HOURLY	BIWEEKLY	MONTHLY	EFFECTIVE*
M12	ELEVATOR TECH II	20.359	1628.72	3528.89	3868.48
M13	ELEVATOR TECH I	17.813	1425.04	3087.59	3383.05
M51	CARPENTER	23.314	1865.12	4041.09	4431.90
	CARPENTER APPRENTICE				
	8th - 6 mos	22.145	1771.60	3838.47	4209.01
M52	7th - 6 mos	20.971	1677.68	3634.97	3985.17
	6th - 6 mos	19.799	1583.92	3431.83	3761.71
M53	5th - 6 mos	18.653	1492.24	3233.19	3543.21
	4th - 6 mos	17.479	1398.32	3029.69	3319.36
M54	3rd - 6 mos	16.312	1304.96	2827.41	3096.85
M55	SR. CARPENTER	25.632	2050.56	4442.88	4873.87
M59	ELECTRICIAN	25.456	2036.48	4412.37	4840.31
	ELECTRICIAN APPRENTICE				
	8th - 6 mos	24.178	1934.24	4190.85	4596.64
M60	7th - 6 mos	22.907	1832.56	3970.55	4354.30
	6th - 6 mos	21.632	1730.56	3749.55	4111.20
M61	5th - 6 mos	20.359	1628.72	3528.89	3868.48
	4th - 6 mos	19.088	1527.04	3308.59	3626.15
M62	3rd - 6 mos	17.813	1425.04	3087.59	3383.05
M63	SR. ELECTRICIAN	28.001	2240.08	4853.51	5325.56
M64	SR. PAINTER	25.632	2050.56	4442.88	4873.87
M65	ELEVATOR MECHANIC	25.456	2036.48	4412.37	4840.31
M68	PAINTER	23.314	1865.12	4041.09	4431.90
	PAINTER APPRENTICE				
	6th - 6 mos	20.971	1677.68	3634.97	3985.17
M69	5th - 6 mos	19.799	1583.92	3431.83	3761.71
	4th - 6 mos	18.653	1492.24	3233.19	3543.21

\*Rate includes an increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the County's payment of the employee's contribution of 7% to PERS.

Effective August 12, 1996 (continued)

CODE	CLASSIFICATION	HOURLY	BIWEEKLY	MONTHLY	EFFECTIVE*
M70	3rd - 6 mos	17.479	1398.32	3029.69	3319.36
M72	SIGN PAINTER	23.314	1865.12	4041.09	4431.90
M75	PLUMBER	25.456	2036.48	4412.37	4840.31
	PLUMBER APPRENTICE				
	8th - 6 mos	24.178	1934.24	4190.85	4596.64
M77	7th - 6 mos	22.907	1832.56	3970.55	4354.30
	6th - 6 mos	21.632	1730.56	3749.55	4111.20
M78	5th - 6 mos	20.359	1628.72	3528.89	3868.48
	4th - 6 mos	19.088	1527.04	3308.59	3626.15
M79	3rd - 6 mos	17.813	1425.04	3087.59	3383.05
M81	REFRIGERATION MECH	25.456	2036.48	4412.37	4840.31
M82	SHEET METAL WRK	25.456	2036.48	4412.37	4840.31
M83	LOCKSMITH	23.314	1865.12	4041.09	4431.90
M90	SR. PLUMBER	28.001	2240.08	4853.51	5325.56
M92	SR. REFRIG MECH	28.001	2240.08	4853.51	5325.56
NO4	SR. BLDG INSPECTOR	30.070	2405.60	5212.13	5720.05
N06	BUILDING INSPECTOR	27.531	2202.48	4772.04	5235.94
Q70	BUILDING INSP (U)	27.531	2202.48	4772.04	5235.94
Z85	REFRIG MECH (U)	25.456	2036.48	4412.37	4840.31
Z86	ELEVATOR MECH (U)	25.456	2036.48	4412.37	4840.31
Z87	PLUMBER (U)	25.456	2036.48	4412.37	4840.31
Z88	ELECTRICIAN (U)	25.456	2036.48	4412.37	4840.31
Z89	CARPENTER (U)	23.314	1865.12	4041.09	4431.90
Z90	PAINTER (U)	23.314	1865.12	4041.09	4431.90

\*Rate includes an increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the County's payment of the employee's contribution of 7% to PERS.

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

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

GUIDELINES

1. Departmental Safety Officer

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

2. Safety Stewards

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

3. Departmental Safety Committee

A Departmental Safety Committee shall be established in each County Department, which shall include Departmental Safety

Officers and Safety Stewards. The Unions and the department shall mutually agree on the number of representatives to the Departmental Safety Committee. Composition of the Committee shall be subject to review and approval of the County-wide Safety Committee.

4. Employee Representatives

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

5. Departmental Safety Committee Structure

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

6. Departmental Safety Officer Responsibilities

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

7. Release Time

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



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

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

8. Safety Inspections

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

9. Hazard Report, Action, Appeals Process

- a) Management shall make available to employees in all work locations the standard County Hazard Report forms which may be filed by any employee with the responsible member of supervision. The employee should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:
  1. When corrective action is necessary, responsible supervisors shall state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order

to eliminate unsafe or unhealthy condition which may exist.

2. Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned and the employee concerned.
  3. If the Safety Steward and/or the employee concerned is not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Departmental Safety Officer.
  4. Within ten (10) business days of receipt of Appeal, the Departmental Safety Officer shall further investigate and shall reassess and provide the Safety Steward and the employee concerned with a written statement (specifying dates) of action taken or to be taken.
  5. In the event that the employee concerned or the Safety Steward is not satisfied with the decision of the Departmental Safety Officer, the matter may be referred by any of the involved parties to be Departmental Safety Committee for discussion and action.
  6. If the Departmental Safety Committee cannot agendize 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.