

SUMMARY OF CHANGES TO AGREEMENT

BETWEEN THE COUNTY OF SANTA CLARA
and
BUILDING TRADES COUNCIL OF SANTA CLARA and SAN BENITO COUNTIES

EFFECTIVE OCTOBER 31, 2011

All provisions of the County of Santa Clara and Building Trades Council 2006 – 2009 and as extended through 2011 labor contract remain in effect except those provisions noted in this summary. Please use the 2006 – 2009 contract and extension agreement through 2011 along with this summary until the new 2011 – 2013 MOA is available.

ARTICLE 6: PERSONNEL ACTIONS

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 07/15, July 2, 2007, all salaries shall be as listed in Appendix A attached hereto and made a part hereof. Effective pay period 08/01, December 17, 2007, all salaries shall be as listed in Appendix B attached hereto and made a part hereof. Effective pay period 08/25, November 17, 2008, all salaries shall be as listed in Appendix C 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.

1st year

~~Effective pay period 07/15, July 2, 2007, employees shall receive a three percent (3%) general wage increase.~~

2nd year

~~Effective pay period 08/01, December 17, 2007, employees shall receive four percent (4%) general wage increase.~~

3rd year

~~Effective pay period 08/25, November 17, 2008, employees shall receive a one percent (1%) general wage increase.~~

Realignments Effective December 4, 2006

1.5% Electrician series

1.5% Plumber series

1.5% Refrigeration Mechanic series

1.5% Sheet Metal Worker

2.0% Elevator Tech I

2.0% Elevator Tech II

3.5% Elevator Mechanic

Lump Sum Payment

Effective Pay Day of January 2, 2009, workers will be provided a lump sum payment equal to two percent (2%) of the worker's rate of pay in effect as of November 17, 2008. The payment is to be made with the paycheck of January 2, 2009.

A worker must be on paid status as of December 1, 2008, to be eligible for the payment.

The payment will be prorated on the basis of code status. The proration shall be adjusted for part-time workers who consistently work over code. The specific percentage to be paid shall not exceed two percent (2%) and shall be determined by the average hours of work during the period of December 2007 through November 2008.

Section 7.1 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.

ARTICLE 8: HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1

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 Inspectors is 8:00 AM. to 5:00 PM. The normal shift for VMC Hospital workers is 7:15 AM. to 3:45 PM.

The normal 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. Except Night Shift/ Graveyard Shift the days will be Sunday Night through Friday morning.

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.

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, Jr.'s Birthday)~~
- e) ~~Third Monday in February~~
- d) ~~March 31st (Cesar Chavez Day)~~
- e) ~~Last Monday in May~~
- f) ~~July 4th~~
- g) ~~First Monday in September~~
- h) ~~Second Monday in October~~
- i) ~~Veteran's Day to be observed on the date State of California employees observe the holiday.~~
- j) ~~The fourth Thursday in November (Thanksgiving Day)~~
- k) ~~The Friday following Thanksgiving Day (Day after Thanksgiving)~~
- l) ~~December 25th~~
- m) ~~Other such holidays as may be designated by the Board of Supervisors.~~

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| <p><u>During Fiscal Year 2012, the following nine (9) days shall be observed as legal holidays:</u></p> <ul style="list-style-type: none">a) January 1st (January 2, 2012)b) a) Third Monday in January (Martin Luther King, Jr. Birthday)e) Third Monday in February (President's Day (February 20, 2012)) | <p><u>During Fiscal Year 2013, the following ten (10) days shall be observed as legal holidays:</u></p> <ul style="list-style-type: none">a) January 1stb) Third Monday in January (Martin Luther King, Jr. Birthday)e) Third Monday in February (February |
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| <p>d) <u>b</u>) March 31st (Cesar Chavez' Birthday)</p> <p>e) <u>c</u>) Last Monday in May</p> <p>f) <u>d</u>) July 4th</p> <p>g) <u>e</u>) First Monday in September</p> <p>h) Second Monday in October</p> <p>i) <u>f</u>) Veteran's Day to be observed on the date State of California workers observe the holiday</p> <p>j) <u>g</u>) Fourth Thursday in November (Thanksgiving Day)</p> <p>k) The Friday following Thanksgiving Day (Day after Thanksgiving) (November 25, 2011)</p> <p>l) <u>h</u>) December 25th</p> <p>m) <u>i</u>) Other such holidays as may be designated by the Board of Supervisors</p> | <p>18, 2013)</p> <p>d) <u>c</u>) March 31st (Cesar Chavez' Birthday)</p> <p>e) <u>d</u>) Last Monday in May</p> <p>f) <u>e</u>) July 4th</p> <p>g) <u>f</u>) First Monday in September</p> <p>h) Second Monday in October (October 14, 2013)</p> <p>i) <u>g</u>) Veteran's Day to be observed on the date State of California workers observe the holiday</p> <p>j) <u>h</u>) Fourth Thursday in November (Thanksgiving Day)</p> <p>k) <u>i</u>) The Friday following Thanksgiving Day (Day after Thanksgiving)</p> <p>l) <u>j</u>) December 25th</p> <p>m) <u>k</u>) Other such holidays as may be designated by the Board of Supervisors</p> |
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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 24, 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

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

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.

ARTICLE 12: BENEFIT PROGRAMS

Section 12.2 - Insurance Premiums

a) **Medical Insurance**

1. **Insurance Plans**

The County agrees to fully pay medical coverage for worker and dependents on the lowest cost medical plan. The 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 continue to pay the worker only contribution for Kaiser, Health Net Plan and Valley Health Plan.

~~The parties agree that Kaiser coverage will continue under the current coverage in effect on November 1, 1999, with a \$5 co-payment for office visits and a \$5 co-payment for prescriptions. The parties also agree that the Valley Health Plan and the Health Net Plan shall continue under the current coverage in effect on November 1, 1999.~~

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 ~~same-sex~~ 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 ~~same-sex~~ 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

~~The County will continue same-sex domestic partner coverage~~
Benefits shall be provided in accordance with Article 13 Domestic Partners

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 (1305 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. 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 (2088 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. 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 (2610 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. 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% (current rate is \$2.57 per pay period) 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 12.6 – Tuition Reimbursement

Tuition reimbursement funding shall be suspended effective October 31, 2011 through June 23, 2013.

Tuition reimbursement funds shall be reinstated June 24, 2013.

ARTICLE 13: FURLOUGH

Furlough Period:

Between October 31, 2011 and June 24, 2012 all workers shall take 7.5 unpaid furlough days (60 hours). Between June 25, 2012 and June 23, 2013 all workers shall take 12 unpaid furlough days (96 hours). The number of furlough days shall be prorated for part-time workers and for workers on an unpaid leave. The number of furlough days shall be prorated by pay-period for new workers hired on or after October 31, 2011 or on/after June 25, 2012 respectively or for workers who work less than a full year.

A worker, who is on a leave of absence that requires the worker to charge a leave bank other than sick leave, or comp time, shall have the furlough bank charged first until exhausted. Additionally, workers 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 worker's preference for furlough days off. If a manager and a worker are unable to arrange a mutually agreeable schedule of furlough days the manager shall assign furlough days or if a worker does not submit a preference for furlough days off, the manager shall assign furlough days off in the usage periods outlined in Section VI above. 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 employees, 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, a worker 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. 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.

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 workers by having furlough deduction described below distributed evenly among the pay periods in each fiscal year so as to avoid fluctuations on each workers 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.

Within 30 days of agreement adoption by the Board of Supervisors, the parties agree to meet to discuss the furlough implementation. The Parties agree that any unforeseen issues related to implementation require mutual agreement on a solution.

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 Miscellaneous employees, which is the 2% 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%.

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 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.

Side Letter 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.