

MEMORANDUM OF AGREEMENT

BETWEEN



COUNTY OF SANTA CLARA

AND



SANTA CLARA COUNTY PROBATION PEACE

OFFICERS' UNION,

LOCAL 1587, AFSCME

April 6, 2020 - OCTOBER 20, 2024

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and the Santa Clara County Probation Peace Officers Union, Local 1587, AFSCME, AFL-CIO (hereinafter referred to as the Union.) This Memorandum of Agreement incorporates by this reference all appendices attached.

ARTICLE 1 - RECOGNITION

County recognizes the Union as the exclusive bargaining representative for all employees in coded and uncoded classifications within the Probation Employees Unit as listed below:

Group Counselor I
Group Counselor II
Senior Group
Counselor
Supervising Group Counselor
Deputy Probation Officer I
Deputy Probation Officer II
Deputy Probation Officer III
Supervising Probation
Officer

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

Employees in an uncoded classification shall be subject only to the following articles/sections of the MOA:

Article 1 - Recognition Article
2 - No Discrimination
Section 3.2 - Notification
of Union Coverage
Section 3.3 - Dues
Deduction Section 7.6 - Pay
Checks
Section 7.7 - Automatic Check
Deposit Section 8.2 - Overtime
Section 8.3a - Meal Periods -
Length Section 8.4 - Rest periods
Section 9.1 - Uniforms and Clothing
Section 13.4 - Deferred
Compensation Plan
Section 15.1 - Travel Reimbursements Section
15.2 - Parking Stickers for Disabled
Article 17.1-17.5 - Grievance Procedure exclusively
Article 18 Conflict of Interest

Article 23 - Savings Clause

The department will issue any required uniform items or required safety equipment to employees in an uncoded classification to wear/carry while on duty.

The department will pay a differential of two dollars and fifty cents (\$3.50) per hour to employees in an uncoded classification who are assigned by management to the same work schedules described in Section 8.6 a) - Shift Differential.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

The County and the Union shall not discriminate (except as allowed by law) against employees because of race, age, gender, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, sexual orientation, or gender identity.

Section 2.2 - Union Affiliation

Neither the County nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refuse to participate or join the Union.

Section 2.3 - Affirmative Action

The County and the Union agree to cooperate to achieve equitable representation of women and minorities at all occupational levels designated by Federal, State and County Affirmative Action goals and timetables, as adopted by the Board of Supervisors.

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 - Notification of Union Coverage

When a person is hired in any of the covered job classifications, the County shall notify that person that the Union is the recognized bargaining representative for the employee in said unit and present that person with a copy of this Agreement.

Section 3.3 - Dues Deductions

a) Maintenance

Employees covered by this Agreement who have authorized Union dues deductions as of April 6, 2020, shall continue to have such deductions made by the County during the term of this Agreement, except that such employees may terminate such dues deductions.

b) Deduction

As allowed by law, the County shall deduct from the employees paycheck and transmit to the Union, dues and amounts for any other service, program, or committee provided or sponsored by the Union.

c) Revocation

An employee who desires to terminate his/her authorization for Union dues or service fees shall notify the Union.

The Union shall promptly forward a copy of the letter of revocation to the County.

d) No Fault

Union agrees to indemnify, defend, and hold County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand for termination or revocation hereunder.

e) Leaves of Absence or Re-employment

Upon return from leaves of absence, or upon re-employment the County shall reinstate the payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave, provided the employee

has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

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 units through e-mail and other normal channels.

c) Visits by Union Representatives

Any Representative of the Union shall give reasonable notice to the department head or his/her designated representative when entering departmental facilities. The representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

d) Facilities

County buildings and other facilities shall be made available for use by the Union or their Representative in accordance with administrative procedures governing such use.

e) Names and Addresses of Covered Employees

The County shall supply the Union with a biweekly listing of name, address and classification for all employees, including new hires, within the representation unit. Addresses shall not be supplied of those employees who request the County in writing to not provide such information. Such notice shall be supplied to the Union at cost.

f) Other Reports

The County, upon request of the Union, will provide a listing of extra-help employees and hours worked in classifications covered by this agreement.

Section 3.5 - Printing of Agreement

The parties agree to discontinue printing bound copies of this Agreement. Copies of this Agreement shall be posted to the

County intranet (internal) and internet (external) websites. The design and format of the Agreement shall be jointly determined by the parties. It is agreed that the contract will be posted on the County's website within forty-five (45) days of the final signed agreement.

ARTICLE 4 - OFFICIAL REPRESENTATIVES AND STEWARDS

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. The Union may designate different Official Representatives for purposes of meeting and conferring at the departmental level and at the County-wide level. They may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of Management.

b) Release Time

The County agrees to provide release time, provided a notification is given insofar as possible, for the following purposes:

1. Attendance at meetings with Management either at the departmental or County-wide level.
2. Attendance at meetings of the Board of Supervisors on matters within the scope of representation.
3. Attendance or testimony at meetings of the County Personnel Board on matters within the scope of representation.

c) Reasonable Time

It is agreed that reasonable time for representation shall be recognized by the County. It is also agreed that efforts shall be made to minimize such release time in scheduling meetings, consistent with the needs of good faith negotiations.

d) 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 appropriate level of supervision.

e) Number for Release

The parties agree that no more than six (6) employee Official Representatives shall be recognized for purposes of release time at any single meeting involving Department-wide issues from all three divisions (Juvenile Probation Division, Adult Probation Division and

Institution). No more than four representatives shall be recognized for purposes of release time at any single division meeting.

f) Board Meetings

Release time shall be granted upon request for two (2) Official Representatives for any single meeting of the Board of Supervisors (including Board of Supervisors' committee meetings) or the Personnel Board when items within the scope of representation are to be discussed.

Section 4.2 - Stewards

a) Notification of Stewards

The Union agrees to notify the appointing authority and Director of Personnel of those individuals designated to receive and investigate grievances and represent employees before Management. Alternates may be designated to perform Steward functions during the absences or unavailability of the Steward.

b) Number of Stewards

A reasonable number of Stewards shall be determined by agreement between the department and the Union. The number shall depend upon circumstances such as volume of grievances, geographical locations, hours of employment, organizational structure, and the total time of representation required so as to least interfere with the obligations of the Steward as an employee to perform his/her assigned work. The Union shall provide an annual listing of workers identified as Stewards at the beginning of each contract year to the Office of Labor Relations.

c) Release Time

It is agreed that a Steward is entitled to release time for:

1. A meeting of the Steward and an employee or employees of the unit related to a grievance; or
2. A meeting with Management.

Section 4.3 - Grievance Related Release Time

a) Grievance Investigation

It is agreed that reasonable release time for investigating and handling grievances shall be allowed. Time off for representation should not unduly interfere with the performance of the Steward's duties as an employee or with the work flow requirements of the department.

- b) Employee Release - Grievance Related
If an employee has a grievance and wishes to discuss it on County time with a Union representative, the employee shall be allowed the opportunity within a reasonable amount of time to verify if a Union representative is present and available. If a Union representative is available, the employee shall request release time from the immediate supervisor, insofar as possible and to prior to leaving the work area. Employees will not discuss grievances with Stewards or Union Representatives on County time without release by the supervisor. The employee will provide the Union representative's name and work location of the representative, time left, date of release and time returned to the appropriate supervisor. Any such request shall not be unreasonably denied or withheld. Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department or departments.
- c) Notice and Permission
The Union agrees that the Steward, before leaving his work location shall:
1. Identify, in writing, the name of the employee when a specific grievance has been identified, or the Management representative with whom the Steward is to meet, and identify the nature of the grievance or subject matter to be discussed.
 2. Secure the permission of his/her designated superior prior to leaving his/her own assignment or work location. In the event the supervisor is not available, the Steward shall provide written communication to the supervisor prior to leaving the location.
- d) Meetings with Management
The Union agrees, insofar as possible, that meetings with Management will be arranged in advance, with notification to the appropriate level of Management of the Steward and employees planning to attend. Management agrees to arrange for release time with the appropriate level of supervision.
- e) Management Representatives
In cases where Management designates representatives for receiving notice, all Official Representatives and Stewards

will be provided with the names, titles and work locations of such Management representatives and all changes thereto.

f) Continuation of Agreements

All agreements between departments and the Union relative to Stewards entered into prior to or during this Agreement shall remain in effect pursuant to their terms.

ARTICLE 5 - LAYOFF AND SENIORITY

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2, and as modified by this Section, seniority is defined as days of accrued service as computed and reported on the employee's paycheck within any coded classification within the County. All time on Workers' Compensation, Military Leave and up to six (6) months for each instance of unpaid Maternity Leave or Paternity leave taken after October 21, 1996 and all time on unpaid Family and Medical leave taken after October 31, 2011, shall be counted towards days of accrued service.

Should days of accrued service as computed and reported on the employee's paycheck within any coded classifications covered by this bargaining unit be equal, hours of work as an extra help employee within the same classification shall be used for breaking ties for the purposes of layoffs and reemployment. In the event a tie still exists, the Union shall break the tie by random means.

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 section because classes have been revised, established, abolished or retitled.

Section 5.4 - Order of Layoff

When one 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 serving an original probation in inverse order of seniority.
- c) Permanent employees in inverse order of seniority.

Section 5.5 - Notice of Layoff

Employees subject to the provisions of this Section shall be given at least twenty (20) working days written notice prior to

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

Section 5.6 - Reassignment in Lieu of Layoff

- a) In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position in the same classification within the Department; or if no such position exists:
- b) To a position held by the least senior individual within the classification within the department; or if no such position exists:
- c) To a vacant position in the next lower classification within the department; or if no such position exists:
- d) To a position held by the least senior individual within the next lower classification, applying the sequence "c" and "d" until all lower classifications are exhausted.

Section 5.7 - Layoff

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

1. An employee must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
 - a. Testing requirements will be the same as if the employee had been reclassified.

- b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
- 2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 12% (twelve percent).
- 3. Normal transfer (ordinance code) rules apply. Employees placed into new classifications shall be placed on probationary status. 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. Should an employee who has been inplaced be released for inability to perform while in such probationary status, he/she shall have his/her name maintained on the re-employment list for the classification from which laid off, except as provided in A25-117 and in accordance with 5.8 and 5.10.
- 4. 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.
- 5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.6 a) or c) by another employee who has been issued a layoff notice under Section 5.6 or by employee on a re-employment list established pursuant to Section 5.8.
- 6. An employee who is placed under Section 5.7 b) or laid off under Section 5.6 c) or d) shall have his/her name placed on all re-employment lists pursuant to Section 5.8 for the appropriate classification.
- 7. 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:
 - a. basic skill competency training and/or;

- b. literacy training and/or;
 - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. 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.
9. 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.

Section 5.8 - Re-employment List

The names of such probationary and permanent employees reassigned or laid off in accordance with Sections 5.6 c), 5.6d), 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 (extra help) 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 Section.

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. 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. Employees who retire from the County while active on a re-employment list shall have his/her name 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.

ARTICLE 6 - PERSONNEL ACTIONS

Section 6.1 - Probation

- a) Each new employee shall serve an original probationary period of twelve (12) months unless otherwise indicated in the appendices. The twelve (12) month probationary period shall be calculated by pay periods. An employee's probationary period ending shall be counted as twelve (12) calendar months (of work) moved to the start of the 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, unless otherwise specified, including full and complete access to the grievance procedure. Any employee released during the probationary period shall, upon request, be provided with a statement of the reasons for the release. Consistent with County Charter Section 704(e), probationary employees may not grieve suspensions, demotions, or 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 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 each of their personnel files or authorize review by their representative. No adverse material will be inserted into any employee personnel file without prior notice to the employee. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned on appeal, shall not be retained in an employee's personnel file (physical or electronic). Materials relating to suspensions which become final will be removed after three (3) years.

If no other suspensions have occurred during the three (3) year period except those involving charges as listed in Merit System Rules A25-301(a) (4) Brutality in the performance of duties, and (b) (2) Guilty of immoral conduct or a criminal act. The Union and the County, either as part of the settlement of an appealed discipline case, or otherwise by mutual agreement, may agree to have disciplinary information retained in a personnel file for a period shorter than three (3) years.

Section 6.3 - Recommended Disciplinary Action - Permanent Classified

The County may take disciplinary action for cause against any permanent classified employee by suspension, demotion or discharge by notifying the employee in writing. The notice of recommended disciplinary action and any attachments to the recommended-disciplinary-action letter, including any IA Report (redacted, if appropriate) shall be served to the employee in person, by certified mail, or electronic mail. The notice shall not be included in the employee's personnel file. A copy of said notice and any attachments to the recommended-disciplinary-action letter, including any IA Report (redacted, if appropriate) shall be 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 of the disciplinary action.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement of the employee's right to respond, either orally at a meeting requested by the employee, or in writing. The employee shall have the opportunity to respond and be served with the notice of final action in person or by certified mail prior to the action becoming effective. The opportunity to respond in person to the initial notice of recommended disciplinary action shall normally take place within seven (7) working days following the initial notice of recommended action, written material may be submitted through the date of the scheduled hearing.
- f) Statement advising the employee of the right to appeal to the Personnel Board pursuant to County Charter Section 708 (c) or to file for arbitration of their appeal pursuant to Article 17 (Grievance Procedure) from such action and the right to Union representation.

Section 6.4 - Final Disciplinary Action - Permanent Classified

The County may take disciplinary action for cause against any permanent classified 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 prior to the disciplinary action becoming effective. 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 of the disciplinary action.
- 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 to the Personnel Board pursuant to the County Charter Section 708 (c) or to file for arbitration of their appeal pursuant to Article 17 (Grievance Procedure) from such action and the right to Union representation.

Section 6.5 - Evaluations/Performance Feedback

The Union and the County agree for the Probation Department to continue conduct evaluations for employees in the bargaining unit. It is agreed that evaluations will not be used by the County in the disciplinary process or for the purposes of transfers. The Union and the County agree to meet within 180 days of May 4, 2020, to discuss the performance evaluation process.

Section 6.6 - Counseling and Letter of Reprimand

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 supervisor or manager. Verbal or written counseling should include specific suggestions for corrective action, if appropriate. Such counseling shall normally take place between the employee and the immediate supervisor only. Written counseling shall only be placed in the supervisor's file and not be entered into an employee's personnel file. When the situation allows counseling, such counseling shall be used prior to further disciplinary action or letter of reprimand.

Written counselings shall be removed from supervisory files after 1 year, provided no related personnel action was taken within 1 year of date of issuance. Personnel action constitutes

any action taken under any one of the following sections: 6.1, 6.4, or 6.6.

If upon such counseling, an employee's performance or conduct does not improve a letter of reprimand could follow. Any letter of reprimand issued shall be entered into the employee's personnel file. A letter of reprimand will be removed from the employee's personnel file at the end of two (2) years provided no subsequent disciplinary action has occurred. A letter of reprimand is not a formal discipline subject to appeal to the Personnel Board or Arbitration under Section 17 (Grievance Procedure). An employee who receives a letter of reprimand shall be afforded an opportunity for administrative appeal. The employee will be advised of the right to request an administrative review by the Department/Agency head, or designee within ten (10) days of the action. Upon completion of the review, the decision of the Department/Agency head, or designee shall be final.

Section 6.7 - Lateral Transfer

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for employees in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one class to another does not exceed twelve percent (12%) upward movement.

Section 6.8 - Return to Former Class

As an alternative to appointment from any employment list other than a re-employment list, any current permanent employee, upon recommendation of the appointing authority and approval of the Director of Personnel, may be appointed without further examination to a position in any class in which permanent status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one (1) year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3.

Section 6.9 - Unclassified Appointment

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

Section 6.10 - Rights Upon Promotion or Upon Transfer to
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 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.

ARTICLE 7 - PAY

Section 7.1 - Salaries

The parties agree that the rates of pay established by this Agreement fully comply with the provisions of Section 709 of the County Charter. The Union agrees to cooperate with the County should the salaries established by the Agreement be challenged as not in conformity with Section 709.

a) Subject Matter Expert (SME) Differential

Eligible employees who are designated as a SME shall receive a differential of 2.34% above their base salary upon meeting the following requirements, completion of a cumulative total of at least 500 hours of State mandated/Department approved training and no less than 20 years of service as a Peace Officer with the County of Santa Clara. The employee must have a signed SME agreement on file.

b) General Wage Increase for Structural Changes

Effective **May 4, 2020**, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period **20/23 October 23, 2020**, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period **21/23 November 1, 2021**, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period **22/23 October 31, 2022**, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period **23/23 October 30, 2023**, employees covered under this agreement shall receive a pay increase of approximately one and three percent (3.0%).

c) Realignments

Effective May 4, 2020, employees covered under this agreement shall receive a wage realignment of approximately zero point eighty-three percent (0.83%).

d) Lump Sum Payment(s)

Employees who are in Local 1587-represented classifications, at the time of the agreement of this contract, May 5, 2020, shall receive a one-time, non-PERSable, lump-sum contract signing bonus prorated for code status.

Local 1587-represented employees will be categorized into three tiers based on their base salary falling between the minimum and maximum amount of the tier. Local 1587-represented employees will receive the one-time, non-PERSable, lump sum bonus based on the tier that corresponds to their hourly rate. The three tiers will be as follows:

Tier	Minimum	Maximum
Bonus		
	Hourly Rate	
Tier One	\$34.95-\$45.53	\$1,108
Tier Two	\$45.54-\$56.11	\$1,482
Tier Three	\$56.12-\$66.70	\$1,677

The one-time, non-PERSable, lump sum bonus will be subject to the customary withholdings and deductions and will be paid in compliance with the Public Employees Pension Reform Act of 2013.

e) PERS Contribution Amounts

For Classic PERS Member (Classic Member) Employees

The classic member shall pay the entire 9% PERS member share contribution (7% is a new contribution plus the existing 2% contribution). Total employee-paid contribution for PERS is 9%. In return for the new contribution of 7% and the elimination of Employer Paid Member Contribution (EPMC), the County will provide an equivalent self-funded wage increase, which is 6.766%, effective February 3, 2014. This shall not apply to extra help employees.

New PERS Member (PEPRA Member) Employees

Effective May 4, 2020, the PEPRA Member shall receive a 3% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 7.0% to 4.0%. This 4.0% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS

actuaries each fiscal year pursuant to the Public Employees' Pension Reform Act of 2013. Currently this rate, the "half the normal rate", is 11.250%. This percentage amount may fluctuate as set forth immediately above.

Effective pay period 20/23 (October 19, 2020) PEPRA Safety employees shall receive a 2% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 4.0% to 2.0%. This 2.0% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees' Pension Reform Act of 2013. Currently this rate, the "half the normal rate", is 11.250%. This percentage amount may fluctuate as set forth immediately above.

During the remainder of the term of the MOA, PEPRA Safety employees shall continue to contribute 2.0% to this portion of the PERS contribution rate that represents earlier self-funded wage increases. The remainder of their PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees' Pension Reform Act of 2013.

Section 7.2 - Basic Pay Plan

The salary schedule consists of classifications and the assigned salary ranges as provided in the salary ordinance. Each employee shall be paid within the range for his/her class, according to the following provisions, unless otherwise provided in the salary ordinance.

- a) The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second or third step, and with the approval of the Board of Supervisors at the fourth and fifth step. If an employee is hired under difficult-to-secure-qualified personnel clause, the County will move

those employees within that same class to the same salary step as that being received by the new employee.

- b) The second step shall be paid after the accumulation of six (6) months of competent service at that first step.
- c) The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.
- d) The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.
- e) The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.
- f) Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

Section 7.3 - Effect of Promotion, Demotion or Transfer on Salaries

a) Promotion

Upon promotion, an employee's salary shall be adjusted as follows:

- 1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase in salary.
- 2. For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

b) Demotion

Notwithstanding the provisions of Section 7.2, upon demotion of an employee with permanent status in his/her current class, his/her salary shall be adjusted to the step designated by the appointing authority. Said adjustment shall not exceed the salary received in the former class.

c) Transfer

Upon transfer, the salary shall remain unchanged.

d) No Loss of Time-In-Step

Notwithstanding the provisions of Section 7.2, no salary

adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the employee for further salary increases.

e) Voluntary Demotion

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, 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 voluntary demotion would result in a salary loss of more than 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.

Section 7.4 - Part-Time Salaries

a) Salary Ranges

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.

b) Split Codes

A position created for full-time employment may be filled by a part-time employee upon recommendation of the appointing authority and approval of the Director of Personnel.

c) Benefits

Employees filling part-time positions of half-time or more shall have all benefits prorated. If an individual chooses to be covered by the Medical, Dental and Life Insurances, or in the alternative Medical coverage only, they shall have the appropriate proportionate amount deducted from their pay.

d) Employees may withdraw from the insurance package at any time. Employees may enroll in the insurance package upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.

- e) Any employee who becomes a part-time employee as a result of layoff from full-time will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.

Section 7.5 - Work Out of Classification

If management determines it is necessary to have an acting supervisor and an employee is temporarily assigned work out of classification the employee will receive a pay differential consistent with the promotional pay procedure as set forth in Section 7.3, commencing on the first (1st) working day of the work out of classification appointment.

Work Out of Classification assignments to vacant positions shall not exceed a period of 90 calendar days without the approval of the County Executive.

Work Out of Classification assignments to long term absences shall not exceed a period of one (1) year.

The Union shall be provided notice and the opportunity to meet to discuss alternatives to those Work Out of Classification assignments exceeding the 90 calendar days for vacant positions.

Work Out of Classification assignments are contingent upon meeting the minimum qualifications of the position.

An employee temporarily assigned work out of classification shall receive the pay for:

1. Holidays and training days when the employee is assigned work out of classification the day prior to and following the holiday.
2. Sick leave absences when the employee is assigned work out of classification and while absent is not relieved by the incumbent or by another employee assigned work out of classification in the same position.

Section 7.6 - Paychecks

The County agrees to provide paychecks for night employees by 12:01 a.m. on payday. The Finance Agency will issue an Emergency Warrant to cover shortage errors greater than one hundred dollars (\$100.00) net, when verified and presented by the Probation Department's Payroll within three business days of original paycheck issuance. The Emergency Warrant will be issued within three business days. If an error is presented after three business days of the original paycheck issuance, a payroll adjustment will be processed, and the employee will receive payment on the following regular check.

When a net one hundred dollars (\$100.00) or more overpayment(s) error occurs, the employee will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred. In cases that necessitate pay back of overpayments totaling more than \$200.00, the pay back schedule shall be subject to the meet and confer process.

Section 7.7 - Automatic Check Deposit

All employees shall be paid by automatic check deposit, unless the employee certifies he/she does not have a bank account.

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.

Section 8.2 - Overtime Work

a) Overtime Defined - Employees Exempt from the Fair Labor Standards Act (FLSA)

Overtime is defined as time worked beyond forty (40) hours in any workweek or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the employee is assigned). Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensating time off, will be counted towards the base period. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

b) Overtime Defined - Employees Covered by FLSA

Overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or time worked beyond the work period maximum if another work period is permitted and designated by the County under FLSA. If another work period is permitted and designated by the County under FLSA, time worked beyond (eighty) 80 hours in any biweekly pay period up to the work period maximum shall be considered overtime, but paid at a straight-time rate. Overtime is also defined as time worked beyond eight (8), ten (10) or twelve (12) hours in any workday (depending on the number of hours in the duty shift to which the employee is assigned). Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensating time off, will be counted towards the base period. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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. By this provision the Union does not waive enforcement provisions of FLSA that cannot legally be waived.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to state and local government 8.2 b) will be deleted and 8.2 a) shall apply to all classifications.

c) Rate of Pay - Employees Covered by FLSA

When overtime work is assigned and authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half times the regular hourly rate of pay, including premium pay for shift differentials, for employees where required by state or federal law or when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate of pay. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours. Compensatory time balances shall be paid in cash on separation.

d) Rate of Pay - Employees Exempt from FLSA

When overtime work is assigned and authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half times the hourly rate of pay when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the employee. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the employee may take the compensatory time off as a matter of right immediately before the end of the pay

period in which the compensatory time would be lost. Compensatory time balances shall be paid in cash on separation.

e) Distribution of Overtime

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 units as equally as practicable. All agreements between departments and the Union covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms.

Section 8.3 - Meal Periods

a) Length

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 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, the County will provide a meal and time to eat same or reimburse the cost of the meal actually purchased and consumed by the employee on his/her own time to a maximum amount of nine dollars (\$9.00). Employees shall be provided additional meals as above for every four

(4) 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 provide a meal and time to eat the same or reimburse the cost of the meal actually purchased and consumed by the employee on his/her own time to a maximum of nine dollars (\$9.00) one meal per shift.

c) County Facilities

Whenever the duties or responsibilities of any County employee require him/her to be present during the serving of meals in a County facility and where such duty or

responsibility occupies that employee's meal period, such individual shall be entitled to that meal without charge.

d) Meal Rates

In each County dining facility where meals are served to employees at the employee's expense, the department head in charge of the operation of that facility shall prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

Section 8.4 - 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 8.5 - Call-Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours call-back time shall be credited the employee. Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

This section shall not apply to employees who have agreed to work less than four (4) hours.

Section 8.6 - Shift Differential

a) Effective May 4, 2020, the shift differential shall be increased to \$3.50 per hour. The shift differential shall be payable to employees for each hour worked after 2:00 p.m. through 7:00 p.m.

b) Training While Regularly Scheduled on Night Shift

An employee who is regularly scheduled to work between the hours of 2:00 p.m. and 7:00 p.m. and receives a shift differential shall not lose his/her shift differential when temporarily assigned to the day shift in order to perform as an instructor or attend a department mandated training.

Section 8.7 - Temporary Work Location

When an employee is assigned to work at a location different than his/ her regularly assigned work location the County will either supply transportation for such travel or shall pay mileage based on Article 15 of this Agreement.

Section 8.8 - Voluntary Reduced Work Hours Program

- a) County agrees to establish a Voluntary Reduced Work Hours Program for full time employees represented by the Union. The purpose of the program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Employees may elect a two and one-half percent (2 1/2%), five percent (5%), or ten percent (10%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals, March and September.
- c) All persons in the Program will revert to their former status at the end of six (6) months. If an employee transfers, promotes, demotes, terminates, or in any otherway vacates or reduces his/ her present code, he/she willbe removed from the Program for the balance of the six (6) months period.
- d) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Employees may use the reduced hours time in advance of accrual and reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- e) Participation in this Program shall be by mutual agreement between the employee and the Department/Agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied. Requests shall not be unreasonably denied.
- f) It is understood by the County that due to this Program there may be lower levels of service.
- g) All employees will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both theCounty and the Union.
- i) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County Agreements currently in effect. This will

include any Departmental, Master, Unit, Sideletter agreements, etc.

Section 8.9 - Flexible Work Hours

The flexible work-hours program shall continue during the term of this Agreement pursuant to the guidelines as follows:

A "Flexible working schedule" is one which provides a "Flexible" period at the beginning and end of each working day that permits each employee with supervisory approval to have daily schedules on an individual basis providing the total contracted hours for the prescribed accounting period are met.

- a) The objective of flextime is to provide the opportunity to redistribute work hours and allow more individual control over the hours worked. It does not change the number of hours to be worked each week.
- b) Flextime was established to give employees the maximum latitude in establishing their schedule. This system eliminates all unnecessary constraints and leaves only those that are necessary due to law, organization, client service, union policy or the need to provide minimum coverage to meet the needs of the Department. Regularly scheduled hours, including flex hours, shall not be altered to avoid the payment of overtime Unless it is authorized by another provision within this agreement.

The Department is authorized to change the schedule and alter regularly scheduled hours for the employees in the Group Counselor series in order to accommodate five 8-hour training courses, per training year, without the Department incurring any overtime payment obligation, unless the employee works overtime hours as defined in Section 8.2(b). These training shall be comprised of four (4) 8-hour Department mandated training courses and the option to attend one (1) 8-hour elective training course.

- c) In an attempt to allow employees to better balance their personal, business and client time requirements, they are free to establish work schedules using the following criteria:

Probation Officers and Supervising Probation Officers

- 1. For the purpose of minimum coverage the standard work day will be 8:00 a.m. to 5:00 p.m. The basic workweek consists of five (5) days per week within an average

of eight (8) hours of work each day. Each employee must accumulate forty (40) hours of work each week.

2. Each employee must be on the job when it is necessary to get the job done.
3. All hours worked must be between 6:00 a.m. and 11:00 p.m. Monday through Friday.
4. Post positions must be covered by employees in the appropriate classifications.
5. Employees must inform their supervisors and other affected individuals if they intend to vary significantly from their normal schedule.
6. Employees must keep accurate records of the hours they work each day and post the total to the time sheet kept by each supervisor.
7. Supervision case-load employees will be required to work four (4) actual work hours after 5:00 PM or weekend hours per month to participate in teaching courses/classes, responding to client/family in the community, special field operations or community events. The four (4) actual work hours per month will be part of the employee's actual shift.

Sick leave or STO will normally be used to make up the difference between actual time worked and contracted hours.

Plans for minimum coverage will be established by first line supervisors to assure that the legal and operational requirements pursuant to Departmental policy are met. Therefore, it may be necessary for the immediate supervisors to adjust an individual's flextime schedule in order to meet the requirements of his or her job. Normally, minimum coverage is required only during the standard working day.

Group Counselors and Supervising Group Counselors

Flexible work hours as outlined in this section shall apply to Group Counselors and Supervising Group Counselors assigned to Probation Services, Quality Assurance, IA, MAAC, Training and Supervisors not working as On-Duty. Work hour variations and trades of shifts shall be administered in accordance with the Departmental Agreement.

Section 8.10 - Bilingual Pay

The County shall approve payments of one hundred and eighty dollars (\$180.00) per month to a bilingual employee whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or
- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.
- d) Bilingual payments shall stop if criteria ceases to be met for two consecutive pay periods.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities. Upon the request of the Union, information shall be provided regarding the determination of the County.

Section 8.11 - On-Call Pay

- a) Definition
On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to approval by the County Executive. On-call duty is in addition to and distinct from the normal workweek. This Section is not applicable to those situations where employees are recalled to work when not previously placed on an on-call status.
- b) Classifications Eligible
Each department head, subject to approval by the County Executive, shall designate which class(es) of employee(s) shall be subject to on-call duty.
- c) Rates of Pay
Employees assigned to on-call duty shall receive thirty dollars (\$30.00) for each eight (8) hour shift, or substantial portion thereof, of assigned call duty.

d) Cell Phones

Cell phones may be provided to all employees when placed on on-call status.

Section 8.12 - Telecommuting

Continuation of the telecommuting program is conditioned upon the County's agreement.

The County agrees to meet and confer with the Union regarding expansion of telecommuting in both the Adult and Juvenile Divisions.

ARTICLE 9 - DEPARTMENT ISSUED ATTIRE

Section 9.1 - Uniforms and Clothing

Uniforms shall be distributed in accordance with departmental procedures. Inventory shall be checked to provide for adequate supply of uniforms by size and color.

A yearly uniform allowance of \$250.00 shall be payable to Probation Officers assigned to an armed unit annually in the month of March. The uniform allowance will be prorated for code status, new hires and any employee on an unpaid leave of absence for one, or more, complete pay period.

Any employee receiving a uniform allowance must wear the uniform while on duty. Any exceptions to wearing the uniform on duty must be approved by management. All uniform items must be approved by the management.

The County shall designate a location as a changing area and provide lockers.

Employees assigned to work in the Electronic Monitoring/Community Release Program, Adult EMP, Training Unit, and Internal Affairs Unit are exempt from the requirement to wear Department issued attire (shirts, caps and jackets) while assigned to these specialized positions.

The County shall pay the cost of repairing or replacing clothing or replacing uniforms and equipment of County employees which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

The clothing, uniform or equipment is specifically required by the department or necessary to the employee to perform his/her duty; clothing and uniforms necessary shall be those which are specifically required by the employee's duties, and not adaptable for continued wear to the extent that they may be said to replace the employee's regular clothing; or

The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the employee's duties or in the saving of a human life; and

The employee has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Department in accordance with the procedures set forth by the County Executive.

Section 9.2 - Officer Safety Equipment

The County shall provide all peace officers with a badge, handcuff, handcuff key, a handcuff holder, flashlight, flashlightholder and safety gloves. After being assigned to a field supervision position (Probation Officers as well as Group Counselors assigned to EMP and TASC) peace officers shall receive a gender specific ballistic vest, a cellular phone and access to a radio. Group Counselors shall be provided a duty belt and keepers. O.C. spray shall continue to be provided to employees in accordance with Departmental policy. Equipment shall continue to be provided to employees in accordance with Departmental policy. Safety equipment provided shall be worn/carried by employees in accordance with Departmental policy.

9.3 Armed Officers

The Department shall provide Probation Officers assigned to the armed units with all safety equipment required by Departmental policy, as needed. Safety equipment that is not required by Departmental policy may be authorized and issued at the discretion of the appointing authority, or his/her designee. The following safety equipment shall be issued:

Six (6) keeper straps	Handcuffs	Inner Velcro belt
Ammunition	Handcuff case	Baton
Baton holder	Holster	Magazines
Clip-on badge	Flashlight	Magazine pouch
Radio holder	Flashlight holder	Bulletproof vest
Service weapon	Duty belt	

ARTICLE 10 - HOLIDAYS

Section 10.1 - Legal Holidays

The following shall be observed as legal holidays:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31st (Cesar Chavez' Birthday)
- 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) Fourth Thursday in November (Thanksgiving Day)
- k) Friday following Thanksgiving Day (Day after Thanksgiving)
- l) December 25th
- m) Other such holidays as may be designated by the Board of Supervisors.

Section 10.2 - Observance

Employees shall enjoy the same number of legal holidays, regardless of variations in workweeks. Legal holidays which fall on Sunday are observed on the following Monday. Legal holidays which fall on Saturdays shall be observed on the preceding Friday. Legal 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 legal holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

Section 10.3 - Holiday Work

If work on a legal holiday 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 legal 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 is legally allowed.

Section 10.4 - Christmas and New Year's Holiday - Actual Calendar Day vs. Day of Observance

When Christmas Day - December 25 or New Year's Day - January 1 actually falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall receive legal holiday pay in accordance with Section 10.3 for the time worked on Christmas Day or New Year's Day. For these workers, no legal holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.

ARTICLE 11 - SCHEDULED TIME OFF

Section 11.1 - Scheduled Time Off

The parties have agreed to a scheduled time off program which covers all former paid leave.

a) Creation of Scheduled Time Off Bank

Each employee's existing vacation (which includes the birthday holiday), and personal leave balances accrued as of the effective date of this program have been consolidated into the employee's Scheduled Time Off Bank.

b) STO Bank Accrual

Each employee shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY	TOTAL YEARLY ACCRUAL IN	ACCRUAL FACTOR	HOURLY ACCRUAL FACTOR	MAXIMUM ALLOWABLE
EQUIVALENT	WORK DAYS	PER HOUR	PER PP	BALANCE
1st year				
1st through 261 days	19	.073076	5.846	57 work days
2nd through 4th year				
262 through 1044 days	21	.080769	6.461	63 work days
5th through 9th year				
1045 through 2349 days	25	.096153	7.692	75 work days
10th through 14th year				
2350 through 3654 days	27	.103846	8.307	81 work days
15th through 19th year				
3655 through 4959 days	29	.111538	8.923	87 work days
20th through thereafter				
4960 days	31	.119230	9.538	93 work days

c) Pre-Scheduled Usage

Scheduled Time Off may be used for any lawful purpose by the employee; the time requested shall require the approval of a supervisor or manager with due consideration of employee convenience and administrative requirements.

- d) Scheduled Time Off Bank Carry Over
In the event the employee does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion, provided that the employee may not accumulate more than three (3) years' earnings except:
1. When absent on full salary due to work-related compensation injury which prevents the employee reducing credits to the maximum allowable amount, or
 2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.
- e) Scheduled Time Off Bank Pay-Off
Upon termination of employment an employee shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.
- f) Employees Exit from Scheduled Time Off Program
In the event that an employee covered by this section ceases to be covered by this section, the employee shall revert back to the superseded agreement with a recognized employee organization. Any balance of scheduled time off shall be reconverted to vacation leave, and paid time off accumulated over an amount allowed without reference to this section shall be credited as compensating time off which must be used within one (1) year. Any balance in the Sick Leave Bank shall be converted to Sick Leave.

Section 11.2 - Sick Leave

- a) Sick Leave Bank Accrual
Each employee shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030651 and the accrual factor per full pay period is 2.462.

Prior Contract History: Four days (32 hours) of sick leave were converted into the STO accrual leaving employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours). These additional four days of STO were integrated into the STO yearly accrual rate (Section 11.1b).

b) Leave Without Pay

The option of using leave without pay shall not be available to any County employee where Federal law prohibits leave without pay.

c) Family Care Usage

An employee is entitled to use one-half (1/2) of his/her annual accrued leave in order to care for a sick or injured member of the employee's immediate family requiring care. "Immediate family" shall mean the child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee's spouse or registered domestic partner; and the employee's son-in-law, daughter-in-law, brother, sister, or any other person living in the immediate household of the employee.

d) Doctor's Notes

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences less than three (3) days when there is reasonable cause to believe there has been misuse. The employee will be provided the reason a supporting statement for absences less than three days is being required.

e) 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 child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee's spouse or registered domestic partner; and the employee's son-in-law, daughter-in-law, brother, sister, or any other person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any leave balance. If necessary, the third, fourth and fifth days shall be charged to the sick leave bank unless the employee request to use STO.

f) Sick Leave Bank Pay Off

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

<u>Days of Service</u>			<u>% Paid at</u>
0	through	2610	0%
2611	"	2871	20%
2872	"	3132	22%
3133	"	3393	24%
3394	"	3654	26%
3655	"	3915	28%
3916	"	4176	30%
4177	"	4437	32%
4438	"	4698	34%
4699	"	4959	36%
4960	"	5220	38%
5221	"	5481	40%
5482	"	5742	42%
5743	"	6003	44%
6004	"	6264	46%
6265	"	6525	48%
6526	"	accumulation	50%

g) Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section h) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

h) STO Cash Out

For the period between December 24, 2012 through December 22, 2013, employees who use no sick leave for a period of one year beginning pay period (pay period 1 through 26, or 27 as the case may be) during the term of this Agreement shall be allowed to cash out forty (40) hours of STO with an option to cash out an additional forty (40) hours of STO.

Eligible employees shall submit their request to ESA Human Resources during the month of January following the pay year for which STO is claimed, and (or January for the second year, or January for the third year) and payments shall be made during the month of February

Effective December 17, 2018, employees who use no more than 16 hours of sick leave for a period of one year beginning pay period 19/01 December 17, 2018 through pay period, 19/26 December 15, 2019 and each December to December period thereafter during the term of this agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a

total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility.

Section 11.3 - Sick Leave Conversion

If an employee on vacation becomes ill, he/she may convert STO time to sick leave with pay. Sick leave usage under this section will be governed by Section 11.2 c), (First Day Usage).

ARTICLE 12 - LEAVE PROVISIONS

Section 12.1 - Fitness for Duty Examination

a) Examination

If any non-probationary employee is required by the appointing authority to take a fitness for duty examination not connected with preexisting 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 him/her 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 physician disagrees, and the employee so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the employee and the appointing authority.
4. If the County requires the employee to leave work during this period, the employee will be placed on paid leave pending the result of the fitness for duty examination without the requirement to use any leave balances. The employee shall not be entitled to paid leave if s/he refuses to comply with physician examination requirements during the fitness for duty process or does not remain available to report to work during his or her normal scheduled shift. Subject to approval of the appointing authority, an employee may request to use leave banks if s/he is not available for duty during their normally scheduled shift.

Section 12.2 - Military Leave

a) Governing Provision

All applicable laws and the County ordinance code shall govern the military leave of employees of the County of Santa Clara.

b) Physical Examination

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

physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the national or state military services.

Section 12.3 - Leave Without Pay

a) Reasons Granted

Leaves of absence without pay may be granted to employees 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 may 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.

b) Leave for Union Business

Upon thirty (30) days' advance notice to the Office of Labor Relations and the appointing authority, a leave without pay to accept employment with the Union may be granted by the appointing authority for a period of up to one (1) year. No more than two (2) employees shall be granted a leave at any one time. A leave may only be denied if:

1. The notice requirement is not met.
2. The number of employees on leave has reached the maximum of two (2).
3. The employee has specialized skills and abilities which are necessary and could not be replaced.

With notice no less than thirty (30) days prior to the conclusion of the leave, such leave may be extended up to one (1) additional year upon approval of the appointing authority.

c) 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.

d) Vacation Leave Without Pay Option
An employee must receive prior approval from his/her supervisor to use leave without pay for an authorized vacation absence. The County shall not unreasonably deny or withhold approval of such requests.

The department may assign leave without pay for an unauthorized absence.

This option shall not be available to any County employee where Federal law prohibits leave without pay.

e) Seniority Rights
Maternity leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods and suspensions shall not be counted as time spent in a salary step in computing eligibility of the employee for further salary increases. All time spent on industrial leave shall be counted.

Section 12.4 - 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. All provisions of Section 12.3 shall apply to this paternity leave provision.

c) Other Family Leave

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

Section 12.5 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

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

b) Jury Duty

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

c) Response to a Subpoena

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

d) Release Time

In the event an employee is called to court under the above provision subsection a) Response to Summons, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.
3. When an employee, whose regularly scheduled hours includes two (2) full shifts (16 hours) of scheduled duty between 11:00 p.m., Friday, to 3:00 a.m., Monday, is selected for a jury, and is required to be in court during his/her regular days off, the department will provide the following Saturday or Sunday as a regularly scheduled day off, provided coverage is available and does not result in mandatory overtime.

e) Return to Work

For the purpose 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 12.6 - Educational Leave and Tuition Reimbursement

a) Fund

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of eighteen thousand dollars (\$18,000) per fiscal year. One-half (1/2) of each year's fund will be held until pay period 14/09. Funds not used for any six (6) month period shall be carried over for use in the next six (6) month period.

- b) Eligibility
Employees are eligible to participate in the program provided:
1. The employee gains prior approval by the County.
 2. The employee is not receiving reimbursement from any other governmental agency or private source.
 3. The training undertaken is related to the employee's occupational area or has demonstrated value to the County.
- c) Reimbursement
Total reimbursement for each employee participating in this program will not exceed one thousand dollars (\$1,000) per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the employee. Within the above limit, employees shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.
- d) Deduction Authorization
The employee shall sign a note which states that upon receipt of reimbursement he/she authorizes (1) deduction from his/her wages of the full amount of reimbursement in the event he/she does not receive a passing grade or a grade of C or better, (2) deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one year after satisfactory completion of the course, (3) deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course.
- e) Denial of Time Off
Unsatisfactory job performance is sufficient grounds for denial of time off for course attendance or reimbursement.
- f) Make-Up Time
Employees taking courses only available during working hours must make up a minimum of fifty percent (50%) of time away from job. Make-up time may, upon mutual agreement between department and employee, be deducted from the employee's accrued vacation or compensatory time balance.

Section 12.7 - Sabbatical Leave

Employees in the Probation Services Unit will be provided the opportunity to take unpaid sabbatical leaves under the following conditions:

- a) No more than three percent (3%) of the employees in a particular department may be on sabbatical leave at any one time.
- b) The employee is required to have five (5) years in a classification in the unit in the employing department at the time the leave is requested.
- c) The duration of the sabbatical leave to be either six (6) months, nine (9) months, or one (1) year duration, specified in advance.
- d) The affected department shall be furnished a prospectus as part of the request for a sabbatical leave at least ninety (90) days prior to the requested commencement of the leave. This prospectus to contain:
 - 1. Statement of purpose and outline of the proposal.
 - 2. The length of the leave.
 - 3. A career justification statement.
 - 4. A statement of benefit to the department.
- e) The department shall be furnished a written confirmation of intent to return ninety (90) days prior to returning to the department from leave.
- f) The appointing authority shall retain the right to approve or disapprove the request and utilization of seniority as a basis for approval or disapproval shall be negotiated between the Union and the department.

ARTICLE 13 - BENEFIT PROGRAMS

Section 13.1 - 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 which is set forth in the California Labor Code.

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. The employee may later request to change and it shall be implemented at the beginning of the next pay period. 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) Treatment Following Return from Leave

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

1. Treatments are being paid under Workers' Compensation.
2. The therapy or treatment falls within the employee's normal working hours.
3. Applies only to actual prescheduled treatment time and reasonable travel time.

d) Public Safety Members

Those employees governed by the Public Safety Members provision of the Public Employees' Retirement System, when entitled to benefits under Section 4850 of the Workers' Compensation Act, shall be entitled to disability leaves of absence for a period not to exceed one (1) year as provided in the Act, without loss of salary or related benefits. When an injured employee covered by these provisions has

received the maximum benefits allowed by Section 4850, he/she shall be entitled to use sick leave and vacation accruals as provided for under subsection (b) of this Article. Retirement ends the benefits listed in this section except for the rights to receive vacation and sick leave payoffs under this Agreement.

e) 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 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.
3. Both of the above are limited by a fifty dollar (\$50.00) maximum.

(Nothing in this section is intended to replace or supersede Section 9.1), which provides for replacement of items damaged, lost or destroyed in the line of duty.)

f) Hospitalization

If hospitalization occurs on the first day of industrial injury or illness, workers' compensation benefits begin immediately.

g) Physician Visits

If an employee visits a physician on the day of the occurrence of an industrial injury or illness, that day or any portion thereof shall be covered by workers' compensation benefits.

Section 13.2 - Insurance Premiums

a) Medical Insurance

The County will continue to pay the employee only contribution for non-VHP HMO, Point of Service Plan and Valley Health Plan.

The HMO plan design will be \$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 Point of Service Plan design will be 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).

Effective October 13, 2014

The County and covered employees shall share in the cost of medical plan premiums. The employee share shall be as follows:

Single	Non-Single
Valley Health Plan 0%	Valley Health Plan 0%
Kaiser 0%	Kaiser 2%
Health Net (or comparable plan) Plan) 0%	Health Net (or comparable Plan) \$52.83

In each year after the 2014-2015 plan year, for tiers with dependent coverage in the non-VHP HMO or the POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers. If the majority of county employees do not reach agreement during the term of this agreement on paying at least 10% of the increase in premiums, the increase in employee premium sharing shall be decreased to the level paid by the majority of County employees. This cost sharing is in addition to the employee share, shown as a dollar amount, described below:

- Valley Health Plan (VHP) \$0 Employee only, \$0 Employee and Adult; \$0 Employee and child(ren), \$0 Family;
- HMO (currently Kaiser) plan \$0 Employee only, \$11.40 Employee and child(ren), \$13.30 Employee and Adult, \$18.37 Family;
- Point of Service (currently HealthNet) Plan 0% Single, \$52.83 Family.
- The premium costs of 2014-15 plans shall be the baseline for determining employee share increases to premium costs.

The parties agreed 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 after the September 1999 open enrollment period, spouses, including registered 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. The worker 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.

The County will continue to pay the entire premium for dual coverage employees.

b) Domestic Partners

Benefits shall be provided to Domestic Partners

1. 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.

2. 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.

3. Tax Liability

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

c) Medical Benefits for Retirees

1. For Employees 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 employees 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 the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retirees for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

2. For Employees 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 employees who have completed eight (8) years service (2080 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retirees for the cost of Medicare Part B premium on a quarterly basis. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the employee.
3. For Employees 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 employees who have completed ten (10) years service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retirees for the cost of Medicare Part B premium on a quarterly basis. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the employee.

4. For employees hired on or after January 20, 2014
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 employees who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.
5. Such years of service expressed in b 1), 2), 3) and 4) above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.
6. Delayed Enrollment in Retiree Medical Plan:
A retiree who otherwise meets the requirements for retiree only medical coverage under Section 13.2 subsection 2) 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.
7. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability
Effective May 4, 2020, all coded employees shall contribute on a biweekly basis an amount to fifteen dollars (\$15.00) of the lowest cost early retiree premium. 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.

d) Dental Insurance

The County agrees to contribute the amount of sixty-eight dollars and one cent (\$68.01) per month for dental coverage to cover the employee and full dependent contribution. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	75-25 - no deductible. \$2,000 maximum per patient per calendar year.
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Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).
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The County will continue to provide an alternative dental plan. The current alternative dental plan is Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

e) Life Insurance

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

f) Vision Care

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

g) Health Plan Bonus Waiver Program

Beginning January 1, 2000, with proof of alternative medical coverage, an employee may opt to waive County provided medical coverage:

1. Effective with each new plan year starting January 1, an employee who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The

employee shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period of (subject to usual payroll deductions) commencing on the first pay period of the pay year and through the end of the pay year.

2. A part-time employee who waives medical coverage will receive a pro-rated bonus payment according to code status. At the end of a plan year, a part-time employee may submit a request for supplemental bonus payment to ESA-Benefits Division for adjustments to additional hours worked beyond code status.
3. A new hire employee may waive medical coverage at the time of new employment and receive a pro-rated bonus of sixty-five (\$65.00) gross payment per period starting with the first full pay period.
4. During the plan year, an employee participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. An employee who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If an employee who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

h) Flexible Spending Account (FSA) Plan

The County has implemented a Flexible Spending Account (FSA) Plan in accordance with Internal Revenue Code (IRC) Section 125 and its Board approved Plan Document. The County established FSA plan enables a County employee to set aside a bi-weekly payroll deduction on a pre-tax basis for reimbursement of IRS approved eligible medical/dental expenditures for the employee and/or his/her dependents. The bi-weekly payroll deductions are subject to the maximum annual allowable limits under the County's Plan Document and, subject to any federal limits and regulations.

- i) Retiree Health Reimbursement Account
During the month of July 2022, the County and the Union agree to open discussions on a Retiree Health Reimbursement Account or equivalent shall occur, except on mutual agreement.

Section 13.3 - Training for Disabled Employees

a) Vocational Rehabilitation

When an employee is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that employee will be offered vocational rehabilitation.

1. Lateral Transfer/Demotion Openings

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.

2. Salary Level

The salary for such an employee will be determined in accordance with Section A25-661(e) of the Santa Clara County Code, Personnel Practices. A25-661(e) states: "Voluntary demotion - In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, 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 voluntary demotion would result in a salary loss of more than 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."

3. Training Program

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.

4. Placement Review

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.

5. Promotions

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.

6. Referral to Accredited Rehabilitation Agency

In those cases where the County is unable, for one reason or another, to place an employee in a comparable 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 retaining at the County's or State's expense.

7. State Legislation

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

Section 13.4 - Deferred Compensation Plan

The County will continue the present deferred income plan. If the County proposes to change the plan it shall provide appropriate notice to the Union and the parties shall meet and confer over said changes.

Section 13.5 - Indemnity

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code 825 et. seq. and 995 et seq. The County shall indemnify and defend employees in this unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this Agreement.

Section 13.6 - State Disability Insurance

Both parties agree to continue with current SDI Plan.

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

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

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

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

Section 13.7 - High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as and an option to current health plans.

Section 13.8 - Valley Health Plan (VHP)

Upon request, the parties agree to meet and discuss the possibility of modifying VHP into two separate plan designs. No change to the plan designs listed above may occur except by mutual agreement of the parties.

ARTICLE 14 - RETIREMENT

The County will continue the Safety Retirement contract with the Public Employees Retirement System (PERS) for the term of this Agreement.

Public Employees Retirement System

Definition for "Classic PERS Member" (Classic Member) and "New PERS Member" (PEPRA Member) in PERS: As a result of the Public Employee Pension Reform Act (PEPRA), Classic PERS Member safety employee shall refer to an employee who is eligible for and is placed in the 3% at age 50 retirement tier. "New PERS Member" (PEPRA Member) safety employee shall refer to an employee who is eligible for and placed in the 2.7% at age 57 retirement plan.

The County payment of the employee's contribution to PERS shall be shown as the "effective wage" and shall be used for such purposes as recruitment, salary comparisons, prevailing wages etc.

ARTICLE 15 - TRAVEL RELATED PAYMENTS

Section 15.1 - Travel Reimbursement

Authorization for travel, including reimbursement for travel related expenses such as lodging, meal expenses, and payment for such shall be in accordance with the County's Travel Policy.

Section 15.2 - Parking Stickers for Disabled

All employees determined by the County to be disabled in accordance with standards of the State of California Department of Motor Vehicles will be issued a parking sticker for the disabled for their private vehicle.

ARTICLE 16 - SAFETY

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. A Joint Labor-Management Safety Committee will be established including representation for all units in the County. The Joint Committee will meet upon enactment of this Agreement. The Committee will set forth guidelines and proceed to implement these guidelines through establishment of departmental safety committees. The structure and authority of the Joint Committee will be by mutual agreement.

16.1 Range Master

- a) The appointing authority, or his/her designee, may appoint one or more Deputy Probation Officers or Supervising Probation Officers assigned to an armed unit, from a list of interested parties, to the additional duties of Range Master. The Deputy Probation Officers or Supervising Probation Officers assigned to Range Master duties must successfully complete all P.O.S.T. required Range Master training before assuming the additional duties and any subsequent recertification training.
- b) The Department will provide sufficient ammunition for training that is authorized by the appointing authority or his/her designee.

ARTICLE 17 - GRIEVANCE PROCEDURE

The County and the Union recognize early settlement of grievances 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 17.1 - Grievance Defined Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding, Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of an employee's personal rights (i.e., discrimination, harassment) affecting the working conditions of the employees covered by this Agreement, except as excluded under Section 17.1(b).

Matters excluded from consideration under the grievance procedure:

- a) Disciplinary actions taken under Section 708 of the County Charter except where the employee voluntarily waives his/her right to appeal such disciplinary actions to the Personnel Board.
- b) Probationary release of employees.
- c) Performance Evaluations.
- d) Position Classification.
- e) Workload/Caseload.
- f) Merit System Examinations.
- g) Items requiring capital expenditures.
- h) Items within the scope of representation and subject to the meet and confer process.

Section 17.2 - Grievance Presentation

Employees shall have the right to present their own grievances 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 and consultation with the Union.

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 at each step.

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 17.3 - Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. Time limits may be extended or waived only by written agreement of the County and the Union. 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 17.4 - Informal Resolution/Time Limits

It is agreed employees will be encouraged to act promptly through informal discussion with immediate superior on any act, condition or circumstance which is cause of employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as a basis for a formal grievance.

Section 17.5 - Formal Grievance

a) Step 1.

Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Chief Probation Officer. A copy of the grievance shall be sent to Labor Relations and this copy shall dictate the time limits. The grievance form shall contain information which:

1. Identifies the aggrieved;
2. Contains the specific nature of the grievance;

3. Indicates the time or place of its occurrence;
4. States the rule, law, regulation or policy alleged to have been violated, improperly interpreted, applied, or misapplied;
5. Indicates the consideration given or steps taken to secure informal resolution;
6. States the corrective action desired; and;
7. Gives the name of any person or representative chosen by the employee to enter the grievance.

A decision shall be made in writing within twenty (20) working days of the 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 first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case; or whether, (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step a meeting shall be held if requested by either party. The County and the Union agree to mutually agree upon or jointly select a panel of nine (9) arbitrators from names provided by the State Conciliation Service. For the term of this agreement the panel shall consist of:

- | | |
|---------------------|----------------------|
| 1. Barry Winograd | 6. Katherine Thomson |
| 2. Catherine Harris | 7. Alexander Cohn |
| 3. Richard Anthony | 8. Morris Davis |
| 4. C.Allen Poole | 9. Carol Vendrillo |
| 5. John Kagel | |

When the parties cannot reach mutual agreement, the parties shall select, from the panel, by alternately striking names. The remaining arbitrator shall be the arbitrator selected to hear the case.

The County shall promptly notify the arbitrator of his/her selection and upon agreement between the parties of a

hearing date, promptly inform the arbitrator of the selected date and secure a location for the arbitration.

By mutual agreement, if the arbitrator selected to hear the case is not available within six (6) months, the parties can again strike from the panel (less the unavailable arbitrator) for a new arbitrator. The process will be repeated until an arbitrator is selected who is available within six (6) months.

Members of this arbitration panel shall be advised of and agree to render the decision 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, except, when the Union agrees for the employee to proceed on his/her own beyond the second step, the costs shall be borne equally by the employee and the County. Decisions of the arbitrator shall be final and binding.

Section 17.6 - 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.

Section 17.7 - Expedited Arbitration

- a) The County and the Union may upon mutual agreement of the specific cases, submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by employees, the Union or the County.

b) The County and the Union shall select the arbitrator by mutual agreement or by each side striking one name from the list of arbitrators under Section 17.5(b). Members of this arbitration panel shall be advised that the arbitration will be conducted according to the following rules, and agree to abide by them:

1. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
2. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.
3. Cases shall be presented in accordance with standard rules of evidence and accepted arbitrable conduct.
4. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.
5. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
6. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases argued during that day's hearing.
7. The arbitration shall be conducted within forty five (45) calendar days from the date the arbitrator is selected, and a decision shall be rendered within fourteen (14) days after the conclusion of the hearing. If no arbitrator in section 17.5 b) agrees to these conditions, the parties may mutually agree to an arbitrator from a list of arbitrators in the Northern California area provided by State Mediation and Conciliation Services (SMCS). If there is no agreement to SMCS list of arbitrators or no SMCS

arbitrator on the initial list agrees to these conditions stated in section 17.7 b) 7, the parties agree to forego the expedited arbitration option.

8. The parties will equally bear the cost of the list supplied by SMCS.

Section 17.8 - Grievance Scheduling Committee

It is the intent of the parties to resolve any grievance backlog. The County and the Union shall each designate a coordinator to mutually maintain a listing of grievances to be submitted to an arbitrator in accordance with 17.5 or 17.7. Coordinators shall meet quarterly to discuss open grievances for potential resolution and/or mutually agree upon arbitration dates.

ARTICLE 18 - WORK PROCESS COMMITTEE

The Probation Department and the Union shall form and develop a Work Process Committee in Juvenile and Adult Probation. This committee shall evaluate and make recommendations on:

Process Improvement
Evidence based practices
Risk/Needs Assessment
Discrepancy in procedures/practices
Better use of technology
Regular forum to address issues
Timeframe (bi-monthly)/format for work

ARTICLE 19 - CONFLICT OF INTEREST

Employees are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Employees intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority. Approval of outside employment should not be unreasonably denied.

ARTICLE 20 - STRIKES AND LOCKOUTS

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

ARTICLE 21 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its departments and the Union. This Agreement supersedes all previous memoranda of understanding between the County and its departments and the Union except as specifically referred to in this Agreement. All ordinances, rules, or memoranda of agreement covering any practice, subject or matter not specifically referred to or covered 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 such request. In the absence of any agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.

ARTICLE 22 - ELIMINATION OF PAST VARYING PRACTICES

All past varying practices, expressed or implied, with respect to any practice, subject or matter covered by this Agreement are superseded and ended by this Agreement, and the terms and conditions hereof shall govern.

ARTICLE 23 - 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 a tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiation 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 any 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, 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 the 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 24 - IMPLEMENTATION

It is understood by County and Union that to fully implement this Agreement, it will be necessary for the County to amend several existing County ordinances, some of which require the approval of the County Personnel Board so that such ordinances will not conflict with the provisions of this Agreement. County and Union agree to cooperate to secure the enactment of such ordinances.

ARTICLE 25 - COUNTY-WIDE BENEFITS

The parties agree that, during the term of this Agreement, changes in benefits of a County-wide nature, such as those covered by the following Articles of this contract shall be applied to the employees in the Probation Employees Unit:

Article 9 - Uniform and Clothing

Article 10 - Holidays

Article 11 - Scheduled Time Off

Article 12 - Leave Provisions

Article 13 - Benefit Programs

Article 15 - Private Vehicle and Mileage Payment

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the classifications listed in Article 1 upon the ratification by the Union and shall remain in full force and effect to and including October 27, 2024 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 October 27, 2024 or any subsequent October, of its desire to terminate this Agreement or amend any provision thereof.

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

DocuSigned by:

Traci Simpson

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Traci Simpson

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Mitchell Buellesbach

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Nick Birchard

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SANTA CLARA COUNTY PROBATION
PEACE OFFICERS UNION,
LOCAL 1587, AFSCME

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Mark Murray

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Antonio Walker

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Eric Parsons

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Eric Parsons

Probation Peace Officers' Union, Local 1587

Effective: May-2020

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
DEPUTY PROB OFFICER III - EH	EB7	46.125	48.435	50.865	53.410	56.084	3690.00	4486.72
DEPUTY PROBATION OFFICER I	X53	37.434	39.313	41.282	43.344	45.506	2994.72	3640.48
DEPUTY PROBATION OFFICER I-EH	EJ5	34.417	36.144	37.955	39.852	41.838	2753.36	3347.04
DEPUTY PROBATION OFFICER I-U	W87	37.434	39.313	41.282	43.344	45.506	2994.72	3640.48
DEPUTY PROBATION OFFICER II	X52	44.617	46.844	49.181	51.646	54.234	3569.36	4338.72
DEPUTY PROBATION OFFICER II-EH	EF8	41.019	43.070	45.216	47.481	49.863	3281.52	3989.04
DEPUTY PROBATION OFFICER II-U	W86	44.617	46.844	49.181	51.646	54.234	3569.36	4338.72
DEPUTY PROBATION OFFICER III	X50	50.169	52.681	55.323	58.097	61.002	4013.52	4880.16
DEPUTY PROBATION OFFICER III-U	W85	50.169	52.681	55.323	58.097	61.002	4013.52	4880.16
GROUP COUNSELOR I	X29	36.288	38.100	40.010	42.023	44.128	2903.04	3530.24
GROUP COUNSELOR I - U	Z76	36.288	38.100	40.010	42.023	44.128	2903.04	3530.24
GROUP COUNSELOR I-EH	EC0	34.111	35.813	37.612	39.501	41.483	2728.88	3318.64
GROUP COUNSELOR II	X28	42.226	44.349	46.564	48.885	51.322	3378.08	4105.76
GROUP COUNSELOR II - EH	EJ7	39.694	41.686	43.769	45.952	48.244	3175.52	3859.52
GROUP COUNSELOR II - U	Z75	42.226	44.349	46.564	48.885	51.322	3378.08	4105.76
SR GROUP COUNSELOR	X27	45.872	48.159	50.565	53.095	55.754	3669.76	4460.32
SR GROUP COUNSELOR - EH	EJ8	43.119	45.269	47.530	49.910	52.409	3449.52	4192.72
SR GROUP COUNSELOR - U	Z73	45.872	48.159	50.565	53.095	55.754	3669.76	4460.32
SUPV GROUP COUNSELOR	X25	53.488	56.173	58.986	61.937	65.037	4279.04	5202.96
SUPV GROUP COUNSELOR - EH	EJ9	50.278	52.803	55.447	58.222	61.135	4022.24	4890.80
SUPV GROUP COUNSELOR - U	Q34	53.488	56.173	58.986	61.937	65.037	4279.04	5202.96
SUPV PROBATION OFFICER	X48	56.955	59.804	62.796	65.937	69.233	4556.40	5538.64
SUPV PROBATION OFFICER - EH	EJ6	52.364	54.984	57.734	60.623	63.655	4189.12	5092.40
SUPV PROBATION OFFICER - U	W82	56.955	59.804	62.796	65.937	69.233	4556.40	5538.64

Probation Peace Officers' Union, Local 1587

Effective: PP 20/23

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
DEPUTY PROB OFFICER III - EH	EB7	47.508	49.888	52.390	55.012	57.766	3800.64	4621.28
DEPUTY PROBATION OFFICER I	X53	38.557	40.492	42.520	44.644	46.871	3084.56	3749.68
DEPUTY PROBATION OFFICER I-EH	EJ5	35.449	37.228	39.093	41.047	43.093	2835.92	3447.44
DEPUTY PROBATION OFFICER I-U	W87	38.557	40.492	42.520	44.644	46.871	3084.56	3749.68
DEPUTY PROBATION OFFICER II	X52	45.955	48.249	50.656	53.195	55.861	3676.40	4468.88
DEPUTY PROBATION OFFICER II-EH	EF8	42.249	44.362	46.572	48.905	51.358	3379.92	4108.64
DEPUTY PROBATION OFFICER II-U	W86	45.955	48.249	50.656	53.195	55.861	3676.40	4468.88
DEPUTY PROBATION OFFICER III	X50	51.674	54.261	56.982	59.839	62.832	4133.92	5026.56
DEPUTY PROBATION OFFICER III-U	W85	51.674	54.261	56.982	59.839	62.832	4133.92	5026.56
GROUP COUNSELOR I	X29	37.376	39.243	41.210	43.283	45.451	2990.08	3636.08
GROUP COUNSELOR I - U	Z76	37.376	39.243	41.210	43.283	45.451	2990.08	3636.08
GROUP COUNSELOR I-EH	EC0	35.134	36.887	38.740	40.686	42.727	2810.72	3418.16
GROUP COUNSELOR II	X28	43.492	45.679	47.960	50.351	52.861	3479.36	4228.88
GROUP COUNSELOR II - EH	EJ7	40.884	42.936	45.082	47.330	49.691	3270.72	3975.28
GROUP COUNSELOR II - U	Z75	43.492	45.679	47.960	50.351	52.861	3479.36	4228.88
SR GROUP COUNSELOR	X27	47.248	49.603	52.081	54.687	57.426	3779.84	4594.08
SR GROUP COUNSELOR - EH	EJ8	44.412	46.627	48.955	51.407	53.981	3552.96	4318.48
SR GROUP COUNSELOR - U	Z73	47.248	49.603	52.081	54.687	57.426	3779.84	4594.08
SUPV GROUP COUNSELOR	X25	55.092	57.858	60.755	63.795	66.988	4407.36	5359.04
SUPV GROUP COUNSELOR - EH	EJ9	51.786	54.387	57.110	59.968	62.969	4142.88	5037.52
SUPV GROUP COUNSELOR - U	Q34	55.092	57.858	60.755	63.795	66.988	4407.36	5359.04
SUPV PROBATION OFFICER	X48	58.663	61.598	64.679	67.915	71.309	4693.04	5704.72
SUPV PROBATION OFFICER - EH	EJ6	53.934	56.633	59.466	62.441	65.564	4314.72	5245.12
SUPV PROBATION OFFICER - U	W82	58.663	61.598	64.679	67.915	71.309	4693.04	5704.72

Probation Peace Officers' Union, Local 1587

Effective: PP 21/23

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
DEPUTY PROB OFFICER III - EH	EB7	48.933	51.384	53.961	56.662	59.498	3914.64	4759.84
DEPUTY PROBATION OFFICER I	X53	39.713	41.706	43.795	45.983	48.277	3177.04	3862.16
DEPUTY PROBATION OFFICER I-EH	EJ5	36.512	38.344	40.265	42.278	44.385	2920.96	3550.80
DEPUTY PROBATION OFFICER I-U	W87	39.713	41.706	43.795	45.983	48.277	3177.04	3862.16
DEPUTY PROBATION OFFICER II	X52	47.333	49.696	52.175	54.790	57.536	3786.64	4602.88
DEPUTY PROBATION OFFICER II-EH	EF8	43.516	45.692	47.969	50.372	52.898	3481.28	4231.84
DEPUTY PROBATION OFFICER II-U	W86	47.333	49.696	52.175	54.790	57.536	3786.64	4602.88
DEPUTY PROBATION OFFICER III	X50	53.224	55.888	58.691	61.634	64.716	4257.92	5177.28
DEPUTY PROBATION OFFICER III-U	W85	53.224	55.888	58.691	61.634	64.716	4257.92	5177.28
GROUP COUNSELOR I	X29	38.497	40.420	42.446	44.581	46.814	3079.76	3745.12
GROUP COUNSELOR I - U	Z76	38.497	40.420	42.446	44.581	46.814	3079.76	3745.12
GROUP COUNSELOR I-EH	EC0	36.188	37.993	39.902	41.906	44.008	2895.04	3520.64
GROUP COUNSELOR II	X28	44.796	47.049	49.398	51.861	54.446	3583.68	4355.68
GROUP COUNSELOR II - EH	EJ7	42.110	44.224	46.434	48.749	51.181	3368.80	4094.48
GROUP COUNSELOR II - U	Z75	44.796	47.049	49.398	51.861	54.446	3583.68	4355.68
SR GROUP COUNSELOR	X27	48.665	51.091	53.643	56.327	59.148	3893.20	4731.84
SR GROUP COUNSELOR - EH	EJ8	45.744	48.025	50.423	52.949	55.600	3659.52	4448.00
SR GROUP COUNSELOR - U	Z73	48.665	51.091	53.643	56.327	59.148	3893.20	4731.84
SUPV GROUP COUNSELOR	X25	56.744	59.593	62.577	65.708	68.997	4539.52	5519.76
SUPV GROUP COUNSELOR - EH	EJ9	53.339	56.018	58.823	61.767	64.858	4267.12	5188.64
SUPV GROUP COUNSELOR - U	Q34	56.744	59.593	62.577	65.708	68.997	4539.52	5519.76
SUPV PROBATION OFFICER	X48	60.422	63.445	66.619	69.952	73.448	4833.76	5875.84
SUPV PROBATION OFFICER - EH	EJ6	55.552	58.331	61.249	64.314	67.530	4444.16	5402.40
SUPV PROBATION OFFICER - U	W82	60.422	63.445	66.619	69.952	73.448	4833.76	5875.84

Probation Peace Officers' Union, Local 1587

Effective: PP 22/23

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
DEPUTY PROB OFFICER III - EH	EB7	50.400	52.925	55.579	58.361	61.282	4032.00	4902.56
DEPUTY PROBATION OFFICER I	X53	40.904	42.957	45.108	47.362	49.725	3272.32	3978.00
DEPUTY PROBATION OFFICER I-EH	EJ5	37.607	39.494	41.472	43.546	45.716	3008.56	3657.28
DEPUTY PROBATION OFFICER I-U	W87	40.904	42.957	45.108	47.362	49.725	3272.32	3978.00
DEPUTY PROBATION OFFICER II	X52	48.752	51.186	53.740	56.433	59.262	3900.16	4740.96
DEPUTY PROBATION OFFICER II-EH	EF8	44.821	47.062	49.408	51.883	54.484	3585.68	4358.72
DEPUTY PROBATION OFFICER II-U	W86	48.752	51.186	53.740	56.433	59.262	3900.16	4740.96
DEPUTY PROBATION OFFICER III	X50	54.820	57.564	60.451	63.483	66.657	4385.60	5332.56
DEPUTY PROBATION OFFICER III-U	W85	54.820	57.564	60.451	63.483	66.657	4385.60	5332.56
GROUP COUNSELOR I	X29	39.651	41.632	43.719	45.918	48.218	3172.08	3857.44
GROUP COUNSELOR I - U	Z76	39.651	41.632	43.719	45.918	48.218	3172.08	3857.44
GROUP COUNSELOR I-EH	EC0	37.273	39.132	41.099	43.163	45.328	2981.84	3626.24
GROUP COUNSELOR II	X28	46.139	48.460	50.879	53.416	56.079	3691.12	4486.32
GROUP COUNSELOR II - EH	EJ7	43.373	45.550	47.827	50.211	52.716	3469.84	4217.28
GROUP COUNSELOR II - U	Z75	46.139	48.460	50.879	53.416	56.079	3691.12	4486.32
SR GROUP COUNSELOR	X27	50.124	52.623	55.252	58.016	60.922	4009.92	4873.76
SR GROUP COUNSELOR - EH	EJ8	47.116	49.465	51.935	54.537	57.268	3769.28	4581.44
SR GROUP COUNSELOR - U	Z73	50.124	52.623	55.252	58.016	60.922	4009.92	4873.76
SUPV GROUP COUNSELOR	X25	58.446	61.380	64.454	67.679	71.066	4675.68	5685.28
SUPV GROUP COUNSELOR - EH	EJ9	54.939	57.698	60.587	63.620	66.803	4395.12	5344.24
SUPV GROUP COUNSELOR - U	Q34	58.446	61.380	64.454	67.679	71.066	4675.68	5685.28
SUPV PROBATION OFFICER	X48	62.234	65.348	68.617	72.050	75.651	4978.72	6052.08
SUPV PROBATION OFFICER - EH	EJ6	57.218	60.080	63.086	66.243	69.555	4577.44	5564.40
SUPV PROBATION OFFICER - U	W82	62.234	65.348	68.617	72.050	75.651	4978.72	6052.08

Probation Peace Officers' Union, Local 1587

Effective: PP 23/23

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
DEPUTY PROB OFFICER III - EH	EB7	51.912	54.512	57.246	60.111	63.120	4152.96	5049.60
DEPUTY PROBATION OFFICER I	X53	42.131	44.245	46.461	48.782	51.216	3370.48	4097.28
DEPUTY PROBATION OFFICER I-EH	EJ5	38.735	40.678	42.716	44.852	47.087	3098.80	3766.96
DEPUTY PROBATION OFFICER I-U	W87	42.131	44.245	46.461	48.782	51.216	3370.48	4097.28
DEPUTY PROBATION OFFICER II	X52	50.214	52.721	55.352	58.125	61.039	4017.12	4883.12
DEPUTY PROBATION OFFICER II-EH	EF8	46.165	48.473	50.890	53.439	56.118	3693.20	4489.44
DEPUTY PROBATION OFFICER II-U	W86	50.214	52.721	55.352	58.125	61.039	4017.12	4883.12
DEPUTY PROBATION OFFICER III	X50	56.464	59.290	62.264	65.387	68.656	4517.12	5492.48
DEPUTY PROBATION OFFICER III-U	W85	56.464	59.290	62.264	65.387	68.656	4517.12	5492.48
GROUP COUNSELOR I	X29	40.840	42.880	45.030	47.295	49.664	3267.20	3973.12
GROUP COUNSELOR I - U	Z76	40.840	42.880	45.030	47.295	49.664	3267.20	3973.12
GROUP COUNSELOR I-EH	EC0	38.391	40.305	42.331	44.457	46.687	3071.28	3734.96
GROUP COUNSELOR II	X28	47.523	49.913	52.405	55.018	57.761	3801.84	4620.88
GROUP COUNSELOR II - EH	EJ7	44.674	46.916	49.261	51.717	54.297	3573.92	4343.76
GROUP COUNSELOR II - U	Z75	47.523	49.913	52.405	55.018	57.761	3801.84	4620.88
SR GROUP COUNSELOR	X27	51.627	54.201	56.909	59.756	62.749	4130.16	5019.92
SR GROUP COUNSELOR - EH	EJ8	48.529	50.948	53.493	56.173	58.986	3882.32	4718.88
SR GROUP COUNSELOR - U	Z73	51.627	54.201	56.909	59.756	62.749	4130.16	5019.92
SUPV GROUP COUNSELOR	X25	60.199	63.221	66.387	69.709	73.197	4815.92	5855.76
SUPV GROUP COUNSELOR - EH	EJ9	56.587	59.428	62.404	65.528	68.807	4526.96	5504.56
SUPV GROUP COUNSELOR - U	Q34	60.199	63.221	66.387	69.709	73.197	4815.92	5855.76
SUPV PROBATION OFFICER	X48	64.101	67.308	70.675	74.211	77.920	5128.08	6233.60
SUPV PROBATION OFFICER - EH	EJ6	58.934	61.882	64.978	68.230	71.641	4714.72	5731.28
SUPV PROBATION OFFICER - U	W82	64.101	67.308	70.675	74.211	77.920	5128.08	6233.60

APPENDIX B - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

Established by the County-wide Joint Labor/Management Safety Committee

The following guidelines have been mutually agreed upon in accordance with the Agreements between Santa Clara County and Locals 1587, 535, and 715. The County-wide Joint Labor/Management Safety Committee, hereinafter referred to as the County-wide Safety Committee, as established by those Agreements, shall continue to meet in order to implement these guidelines and to conduct an ongoing 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. Each department head shall designate a Departmental Safety Officer, with the concurrence of the County Director of Personnel.
2. The Union 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. 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. In the event no Union represents employees in a given workplace, employee representatives shall be elected by democratic vote of non-supervisory personnel.
5. The structure of 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 subcommittee structure may be appropriate.

6. The Departmental Safety Officer shall ensure safe 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. 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 off for representation should not unduly interfere with the performance of the Safety Steward's other duties as an employee or with the workflow requirements of the department.
8. 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 form 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 conditions 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 the Departmental Safety Committee for discussion and action.
 6. If the Departmental Safety Committee cannot agree or satisfactorily resolve the matter within ten (10) days of receipt of appeal, it may be referred to the County-wide Safety Committee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of employees, the above time limits shall be reduced to immediate response and action.
10. Supervisor's Report of Industrial Injury.
- a) The supervisor shall complete the Supervisor's Report of Industrial Injury on 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 of 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 and the injured employee or Safety Steward disagrees, the employee or Safety Steward shall complete a Hazard Report form following the procedure as outlined in Paragraph 9b above.
 - d) If, in the opinion of the supervisor, the accident is not the result of an unsafe working condition and the injured employee or Safety Steward disagrees, the employee or Safety Steward shall complete a Hazard Report form following the procedure as outlined in Paragraph 9b above.
11. Priority Status for Safety Work Orders.
When the Departmental Safety Officer states to Department of General Services-Building Operations that the item needing service is a safety hazard, the person in Building Operations receiving the request will so mark the Orderform. 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 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 through 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, and training in 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.

APPENDIX C - EMPLOYEE ASSISTANCE PROGRAM

Policy Statement

The County of Santa Clara and Local 1587 recognize that substance abuse can affect job performance and therefore enter into this agreement to provide employees access to the Employee Assistance Program.

1. A County employee having substance abuse problems will be given the same consideration and offer of assistance presently extended to employees having any other illness.
2. Implementation of this policy will not require, or result in, any special regulations, privilege or exemptions from the standard administration practices applicable to job performance requirements.
3. Performance problems will be handled in accordance with established County and Merit System procedures and labor-management agreements.
4. Employees who participate in counseling, diagnosis, or treatment may, at their request, use accumulated sick leave, scheduled time off, or compensatory time while away from work for such a purpose in accordance with provisions of this agreement. Leave of absence without pay, depending upon departmental policies and labor-management agreements, may also be used for these purposes.

A prime objective of this policy is to attempt to retain employees who have or may have developed a substance abuse problem.

The County and Union agree that, if the situation and circumstances permit, an employee with substance abuse problems will be offered access to the Employee Assistance Program before job performance problems warrant disciplinary action.

APPENDIX D - EXTRA-HELP EMPLOYEES

Extra help employees shall be subject to provision to Section 13.4 - Deferred Compensation Plan.

PROBATION DEPARTMENTAL AGREEMENT

PREAMBLE

This Memorandum of Agreement is entered into this tenth day of November 2014 between, Santa Clara County Probation Peace Officers' Union, Local 1587, AFSCME, AFL-CIO, and the Santa Clara County Probation Department.

CLASSIFICATIONS

Except as otherwise indicated this agreement is applicable to the classifications of Deputy Probation Officer I, II, III, Supervising Deputy Probation Officer, Group Counselor I and II, Senior Group Counselor and Supervising Group Counselor.

ARTICLE 1 - PERSONAL LEAVES OF ABSENCE: PROBATION OFFICER AND GROUP COUNSELOR SERIES

Section 1.1 - Number of Leaves

Management will make available at any one time up to fourteen (14) personal leaves of absence without pay. However, any leave may be denied even if all fourteen (14) leaves have not been used, or if the Department is unable to fill the position because of staffing levels, a hiring freeze or other County-wide prohibition. Leaves in excess of fourteen (14) may be granted at the discretion of the Department.

Section 1.2 - Seniority for the Purposes of Leaves of Absence

There shall be one seniority list which includes days of accrued service as computed and reported on the employee's paycheck.

If two or more employees have equal seniority, preference shall be given to the employee having the greater seniority in the Department.

If only one leave of absence is available and two or more employees meet the criteria for the leave, the employee with the greatest seniority will be granted the leave.

Employees who have had a leave request approved cannot be displaced from their leave by a more senior employee.

Section 1.3 - Long Term Leaves (More than thirty (30) calendar days)

a) Eligibility

Except in case of an emergency, the employee must have achieved permanent status in his/her current classification and must be performing at a competent level. Employees who have had a leave under this section in the previous three

(3) years will be considered for another leave only at the Department's discretion.

b) Request Notice

An employee requesting a leave of absence will submit a request at least twenty-one (21) calendar days, prior to the date of leave, to start the next business day Monday through Friday, prior to the date of the leave. Said request shall be specific and state specifically the reasons for leave.

c) Notice of Denial

Each employee denied a personal leave of absence without pay for reasons other than availability, shall be given, upon request, written reasons for said denial. These reasons shall include why granting the leave will cause an inconvenience.

d) Notice of Return from Leave

An employee granted a leave of absence in excess of sixty (60) calendar days will confirm to the Departmental Human Resources Service Center in writing his/her intention of returning to the Department at least thirty (30) calendar days prior to the end of the leave. With the approval of management, employees may return with less than thirty (30) days notice.

Section 1.4 - Short Term Leaves (Thirty (30) Calendar days or less)

a) Eligibility

Except in case of an emergency, the employee must have achieved permanent status in his/her classification.

b) Request

Leave requests shall be made at least fourteen (14) calendar days in advance.

Leave days may be granted on a regularly scheduled basis up to the maximum number of days.

Leave requests must be in accordance with minimum coverage requirements.

Management may deny leave requests if minimum level of service requirements are not met.

ARTICLE 2 - TRAINING

The parties agree that Training and Education is a necessary component for the delivery of professional services and for fulfilling the goals and objectives of the Department.

The parties therefore agree to establish a joint Labor- Management Committee on Training and Education for the purpose of maintaining professional competence. The Committee will be composed of a minimum of three (3) representatives from Union Local 1587 and three (3) from management for a quorum and a maximum of five (5) for each party. The Committee will be coordinated by the Department Training Officer.

The Committee will establish guidelines which will address issues concerning attendance, release time, reimbursement for conference fees and per diem expenses as they pertain to attendance at training/conferences.

The Committee will make recommendations to the Deputy Chief Probation Officers and/or the Chief Probation Officer on the following:

- 1) Training which is considered mandatory (except training which is required by state or federal law or necessary due to the needs of an individual employee or a specific assignment).
- 2) Training or education which will enhance professional competence.
- 3) Procedures for distributing among employees those training and educational programs which are offered by the Department at County expense.
- 4) Maintenance and dissemination of information on training and education related to the field of probation and corrections.
- 5) Methods for increasing and improving communications with educational institutions on offerings related to corrections.
- 6) Training and educational programs which are deemed appropriate for employees' attendance either at County expense or under educational leave provisions.

The Management representative present at the monthly Training Committee meeting will forward Training Committee

recommendations to the Chief Probation Officer and/or the Deputy Chief Probation Officer within one (1) working day of the monthly Training Committee meeting.

The Chief Probation Officer and/or the Deputy Chief Probation Officer responsible for his/her area will review recommendations and shall approve or deny, and forward to the Training Unit to publish approved recommendations to staff within six (6) working days.

The Training Committee shall convene for special meetings outside of the monthly meeting, should there be a time sensitive need for review and recommendation.

The Training Committee shall be notified of all training which is considered mandatory.

ARTICLE 3-DIVISION SAFETY COMMITTEE

Established by the County-wide Joint Labor/Management Safety Committee:

1. A Departmental Division Safety Committee shall be established in each County department for each division (APD, JPD, JH), which shall include departmental safety officer(s) and safety steward(s). The committee shall be composed of a minimum of three (3) representatives from Local 1587, three (3) from the Supervising Probation Officer series, three (3) from the Supervising Group Counselor series and three (3) management designees for a quorum. The Union and Department shall mutually agree on the number of representatives to the Departmental Safety Committee.
2. The Department's safety officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take necessary steps to provide and maintain a safe working environment. The departmental safety officer shall be familiar with the operation of the department and aware of day to day developments which may affect safety in work conditions. The departmental safety officer shall be responsible for implementation and oversight of guidelines established by the County-wide Safety Committee within his/her department.
3. The committee will establish guidelines which will address issues concerning Officer safety and make recommendations to the Deputy Chief Probation Officer or Chief Probation Officer on the following:

- a) Safe working conditions within the workplace and in the field;
 - b) Internal training on safe work practices and identifying and correcting health and safety hazards;
 - c) Procedures which improve the safety and security of Officers and Counselors;
 - d) Recommend safety procedures to provide and maintain a safe working environment.
- 4. The committee and union shall receive monthly copies of accident/hazard reports provided there is no confidential information in the report, and shall, upon mutual agreement, periodically review safety working practices and conditions.
 - 5. Safety work procedures and precautions appropriate to each work area shall be posted on a bulletin board.
 - 6. When the departmental safety officer reports a safety hazard, the person receiving the safety work order shall assign priority status to the work order and if approved, action will begin within twenty-four (24) hours.
 - 7. Safety training shall be conducted on a departmental level and shall include identification and correction of health and safety hazards and safe work practices. Such training shall be provided to employees in each work area. A monthly written record of such trainings shall be reviewed by the Departmental Safety Committee reflecting the date and subject matter of the trainings. High hazard or injury areas may be required to conduct more frequent training sessions

ARTICLE 4- BILINGUAL SERVICES

Bilingual services will be established by the Department in sufficient number to meet the service needs. Upon the Union's request, the Department agrees to meet and discuss bilingual service needs.

Deputy Probation Officer Series

Bilingual employees will be assigned pursuant to Article 5, Section 5.4.

ARTICLE 5- DEPUTY PROBATION OFFICER SERIES

Section 5.1 - Classifications

This Article applies to the classifications of Deputy Probation Officers I, II, III, and Supervising Probation Officer.

Section 5.2 - Seniority for Bidding and Re-organization (as defined in Article 5, Section 5.8)

- a) Seniority is adjusted in full pay period increments. The seniority date shall be adjusted for all time on leave without pay that is one full pay period or more, but shall not be adjusted for:
 - 1) All unpaid time on Military Leave;
 - 2) All unpaid time on Worker's Compensation Leave;
 - 3) All unpaid time on Family Medical Leave (FMLA/CFRA);
 - 4) All unpaid time on Maternity/Paternity less than 13 full pay periods.
- b) Seniority for the Deputy Probation Officer series shall only include service in the Deputy Probation Officer classifications. Seniority for Supervising Probation Officer shall only include service in the Supervising Probation Officer classification.
- c) Time spent in a higher level position in the Probation Officer series, including Supervising Probation Officer, shall be counted toward a lower position for the purposes of determining seniority in the Probation series.
- d) In the event two or more employees have equal seniority, preference shall be given to the employee having the greater seniority in coded positions covered by this MOU.
- e) Should seniority in coded positions covered by this MOU and classification be equal, hours of work as a extra help employee, as computed by the Departmental Human Resources Service Center, shall be used for breaking ties. As applied under this section, time worked as extra help shall never be incorporated into seniority. In the event a tie still exists, the Union shall break the tie by random means.
- f) Seniority for split-code positions shall accumulate at half the rate of full-time positions.

Section 5.3- Assignments In The Probation Series: Full And Split Codes

It is the intent of this section to provide the means for the administration of assignments which are consistent with sound personnel management practices related or connected to the goals and mission statement of the agency (non-grievable).

Section 5.4 - Seniority Bidding

- a) Management will advise each employee that bidding for assignments will take place between March 1st and 15th of each calendar year. A list of assignments including half codes, and split codes will be posted electronically. Management will be responsible for providing a bid sheet to each interested employee. The dates of bidding may be changed with the agreement of the Union and Department. Copies of all seniority bid sheets will be made available to the Union prior to compilation.
- b) Employees may submit up to three (3) seniority bids for specific unit assignments. Employees submitting more than one bid do so with the understanding that there is no order of preference.
- c) Employees will submit the bids electronically between 8:00 a.m. March 1st and 5:00 p.m. March 15th of each calendar year, unless modified by Section 5.4 (a). The bids are to be kept confidential until bidding is over, after which, access will be provided to management and the Union. No seniority moves shall be made between March 1st and March 15th of each calendar year. If an employee or group of employees is not notified of bidding by March 1st at 8 a.m., the bidding period shall be extended accordingly.
- d) If more than one employee bids for an assignment, seniority shall be the main criteria for the assignment, except as provided in Section 5.6 Administrative Assignments.
- e) If there is a seniority bid for an assignment and Management makes an administrative assignment, that assignment will be counted pursuant to Section 5.6 Administrative Assignments subsection (a).
- f) An employee who submits a seniority bid must accept the assignment unless the bid was withdrawn prior to the time management notified the affected employee of the move.

- g) Employees who have been assigned pursuant to Sections 5.4(d) (Seniority), 5.5 (Memos of Interest) will be denied seniority bidding rights for a period of twenty-four (24) months from the date of the assignment.
- h) Employees administratively assigned other than as a result of interest bid per Section 5.6(e) will be denied bidding rights for a period of twelve (12) months. An employee assigned pursuant to Section 5.7 (Two Year Assignments) will be denied bidding rights for a period of twenty-four (24) months.
- i) Employees on an official leave of absence may not submit bids. Employees on unpaid leave of absence may not submit bids, with the exception of employees on leave in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County's Family and Medical Leave Policy. Employees on such leaves may submit bids if they are returning to work within three (3) pay periods of the close of the current bid period. At the time of bidding, the employee will submit medical clearance authorizing return to work within three (3) pay periods after the close of the current bid period.
- j) Access to bidding, seniority, memos of interest and bid withdrawals will be available to the Union.
- k) Seniority Bids for Armed Units
 - 1. Employees must submit an application to be considered for armed units.
 - 2. The employee shall receive notification of approval/denial to be considered for the armed units within 15 days after submission of the application.
 - 3. Only employees who have received approval are eligible to submit a seniority bid or memo of interest for an armed unit. An employee approved to submit a seniority bid or memo of interest, who does not successfully pass the background process shall have the bid to the armed unit voided.
 - 4. Employees who are denied approval for armed units may resubmit an application to carry a firearm no less than 6 months from the date of denial.

5. Employees assigned to armed units that fail to qualify during the initial 80 hour academy class and qualification will maintain seniority bidding rights when assigned to another unit and reassigned, such assignment shall not be counted under Section 5.6 - Administrative Assignments.
6. Should an employee fail to meet subsequent range qualifications to be armed and is reassigned, such assignment shall not be counted under Section 5.6 - Administrative Assignments and will maintain seniority bidding rights when assigned to another unit.

Section 5.5 - Memos of Interest

Employees may submit memos of interest for assignments outside the bidding period. Such memos of interest will expire at the end of each bid period (February 28th/29th each year). Memos of interests are not binding on the employee or management.

An employee shall be moved if the Department has offered and the employee has accepted an assignment pursuant to a memo of interest. Management shall notify the affected employee of the assignment within fifteen (15) business days.

Section 5.6 - Administrative Assignments

- a) Management may administratively assign up to twenty-five (25) Deputy Probation Officers, and five (5) Supervising Probation Officers during the period from March 16th to 15th (of the following year) during the term of this agreement. The administrative assignments will be counted from the date the code is filled. No Administrative Assignments shall be made from March 1st to March 15th (each calendar year)
- b) Prior to making an administrative assignment, management will discuss with the employee being administratively moved and with the employee with the prevailing seniority bid that is not being honored, the reasons for the administrative assignment. Such reasons can include but are not limited to: career development as it is relevant to the employee being administratively assigned, client needs as it is relevant to the employee being administratively assigned, balancing of experienced and less experienced employees, needs of the department or unit, normal rotation and other related factors. The reasons provided are not grievable.

- c) Administrative assignments shall be communicated to the Union and the affected employees fifteen (15) business days prior to implementation. The Union will be given reasons for said assignment.
- d) Employees with seniority bids for an assignment will not be passed over for the assignment of a newly appointed Deputy Probation Officer or Supervising Probation Officer. New employees and newly appointed Supervising Probation Officers will be administratively assigned and such assignments will not be counted in (a) above.
- e) Assignments of employees who have submitted memos of interest for positions will not be counted as an administrative assignment. Employees so assigned will be denied seniority bidding rights for a period of twenty-four (24) months from the date of the assignment. Copies of memos of interest will be forwarded to the Union.
- f) An employee administratively assigned will not be subject to administrative reassignment for a period of twenty-four (24) months unless mutually agreed upon between Management and the Union. An employee administratively assigned in a two (2) year assignment will not be subject to administrative reassignment for forty-eight (48) months.
- g) Management shall not administratively assign union representatives between the adult and juvenile divisions.

Section 5.7 - Two (2) Year Assignments in Internal Affairs Unit and Training Unit for Supervising Deputy Probation Officers.

Assignments in the Internal Affairs Unit and the Training Unit are two (2) year assignments. These assignments may be filled by either a seniority bid, memo of interest or by administrative assignment.

An administrative assignment into a two (2) year assignment will be counted as two (2) administrative assignments. The two (2) year administrative assignment will be counted during current year and second (2nd) year of the assignment.

Section 5.8 - Assignments as a Result of Reorganization

In the event of a reorganization, affected employees will maintain their seniority bidding rights.

A reorganization is defined as the movement of one or more filled codes from one unit to another or the deletion of a filled code. A deletion or the addition of a vacant code to a

unit is not considered reorganization. Reorganizations shall not occur during the bidding period. Should the deletion of a filled code be the result of layoff, reassignment shall occur after the layoff process.

Reassignment shall be made in the following:

Employees shall indicate in writing interest in reassignment. The Department shall assign from the volunteers based on seniority.

Should there be no volunteers, reassignment shall be made by inverse seniority. Such assignments will not be counted as administrative assignments.

Section 5.9 - Temporary Assignments

Assignments of up to forty-five (45) working days may be made by management. An employee may not be assigned to a temporary assignment for more than forty-five (45) working days during a bidding period. The affected employee and the union shall be given fifteen (15) working days notice of said move. An employee temporarily assigned may not be temporarily reassigned for an eighteen (18) month period unless mutually agreed upon by Management and the Union. If mutually agreed upon by management and the union, temporary assignments of up to five (5) days shall not be covered under this section.

Section 5.10 - New Positions

New positions assigned to existing units/programs which will be performing substantially similar duties within the unit/program will be filled by the seniority bidding provisions above. In the event there is no seniority bid for the existing unit/program, where the new position has been assigned, such vacancies will be filled by employees, regardless of seniority, who have submitted memos of interest and/or by administrative assignment. Copies of memos of interest will be provided to the Union.

Section 5.11 - New Programs

Management will notify employees of positions in new units/programs or new positions in existing units/programs involving different work being performed in the existing units/programs. Both positions will be filled by management from employees (regardless of seniority) who submitted memos of interest for the positions and/or Administrative Assignment. Copies of memos of interest will be provided to the Union. Employees filling positions under this section shall be denied bidding rights for a twelve month period.

Section 5.12 - Split Codes

Management will make available up to ten (10) code positions for splitting which equates to a total of twenty (20) employees sharing split code positions in the Probation Officers series. Management shall not unreasonably deny the request for a split code.

- a) For purposes of bidding, the split-code category shall be considered a specific unit assignment. The full-coded employee bidding for a split-code position must first bid for the general split-code category, then may bid for any or all specific unit assignments within the split-code category.
- b) Employees assigned to a split-code assignment may utilize their bids for either another split-code assignment, half-code or a full-code assignment.
- c) Newly-created split codes will be posted for bidding as they are established, and assignments will be made as described in Section 5.10 - New Positions.
- d) Employees must have accumulated a minimum of three years of seniority in the probation officer series and be performing at a competent level to be eligible for a split-code. This criteria can be waived by mutual agreement of management and the Union, on an individual basis.
- e) An employee can return to a full-code by making a request to the Deputy Chief Probation Officer, by Memo of Interest, or by bidding for a full-code, or half code pursuant to this Agreement. A return to a full-code is contingent upon the availability of a full-code.
- f) In the event an employee assigned to a split-code is returned to a full-time code, granted a leave of absence without pay, or separated from the Department, and other employees do not bid for the split code vacancy, the employee with the least seniority in a split-code position may be returned to a full-time code and shall be given fifteen (15) days notice. Management must decide if the code is to stay a split or full code prior to the time the employee leaves. Said full-code position will be in the area other than the assignment held by the most senior split-code deputy among the involved split code positions. Any moves needed to accomplish the process will not be

considered an administrative move pursuant to Section 5.6(a).

- g) When two employees in a split-code bid as a pair, the seniority of the split-code position will be determined by adding the seniority of each employee in the code and dividing by two (2).

Section 5.13 - Leaves of Absence

Whenever possible, an employee granted a leave of absence without pay for a period of less than sixty (60) working days, may return to the same assignment if a request to such effect is made when the leave is requested. An employee on such leave for more than sixty (60) working days may be reassigned administratively as a new employee.

Section 5.14 - Trades

Employees may trade assignments under the following conditions:

1. There are no seniority bids for the assignments.
2. Employees have not been in the position they wish to trade to in the past twelve (12) months.
3. Employees will lose seniority bidding rights for twenty-four (24) months and may trade once within a twenty-four (24) month period.
4. Employees, who have traded positions, may not trade back to the original position of trade.
5. Employees may only trade assignments within six (6) months after bidding.
6. Trade assignments are subject to management approval.
7. Trade denials are not grievable.

ARTICLE 6-GROUP COUNSELOR SERIES

Section 1 - ASSIGNMENTS IN THE GROUP COUNSELOR SERIES

This Article applies to the classes of Group Counselor I and II, Senior Group Counselor, and Supervising Group Counselor in the Probation Department.

Section 2 - Split Codes

Management may make available up to three (3) for splitting which equates to a total of six (6) employees sharing split code positions in the Group Counselor II and Senior Group Counselor series. (For assignment/bidding - refer to Section 4.13)

Section 3 - Definition of Seniority

For purposes of this Agreement there shall be four lists; one each for the following classes: Group Counselor I and II, Senior Group Counselor, and Supervising Group Counselor. These lists shall be agreed upon by the parties and shall be kept up to date.

Seniority for each of the above classes is defined as service in each of the Probation Officer and Group Counselor classes in the Department including industrial injury leave.

Time spent in the Probation Officer series shall be counted in computing seniority in the appropriate Counselor class.

Time spent in a higher level position in the Group Counselor series shall be counted toward a lower position for the purposes of determining seniority in the Counselor series.

In the event two or more employees have equal seniority in a class, preference shall be given to the employee having the greater seniority in the Department.

Should seniority in the department and classification be equal, hours of work as a part time (extra help) employee, as computed by the Departmental Human Resources Service Center, shall be used for breaking ties for purposes of bidding only. In the event a tie still exists, the Union shall break the tie by random means. As applied under this section, part-time (extra help) shall never be incorporated into seniority.

Seniority for split-code positions shall accumulate at half the rate of full-time employees.

Section 4 - Areas of Assignments and Administrative Assignments

Section 4.1

There will be two (2) areas of assignments:

- a) Area I includes the Living and Control Sections of Juvenile Hall, and Multi Agency Assessment Center (MAAC) and E.B.P./Q.A./P&P Unit.
- b) Area II includes the, Teaching Adolescence Skills in the Community (TASC), Anti-Graffiti Program, Community Release/Electronic Monitoring Program, Electronic Monitoring Program - Adult, Transportation, Training Unit, Internal Affairs Unit. The parties shall meet and confer on any new program established during the term of this agreement. In the absence of any agreement, any new program shall be assigned to Area II.

Section 4.2 - Administrative Assignments

- a) Supervising Group Counselors:
Management may administratively assign up to four (4) Supervising Group Counselors at the beginning of the bid period. Once Management has identified Supervising Group Counselor codes to be administratively assigned, Supervising Group Counselors may submit Memos of Interest for those assignments. The administrative assignments will be counted from the date the code is filled.
 - 1. If an employee receives a one (1) year administrative assignment, the employee cannot be reassigned for a period of 24 months from the date of the assignment.
 - 2. If an employee receives a two (2) year administrative assignment, the employee cannot be reassigned for a period of 48 months from the date of the assignment.
 - 3. Prior to making an administrative assignment, management will discuss with the employee being administratively moved and with the employee with the prevailing seniority bid that is not being honored, the reasons for the administrative assignment. Such reasons can include but are not limited to: career development as it is relevant to the employee being administratively assigned, client needs as it is relevant to the employee being administratively assigned, balancing of experienced and less experienced employees, needs of the department or

unit, and other related factors. The reasons provided are not grievable.

4. An administrative assignment into a two (2) year assignment will be counted as two (2) administrative assignments. The two (2) year administrative assignment will be counted during the current year and second (2nd) year of the assignment.
 5. Should a vacancy occur in an Area II assignment outside of the bid period, the Department will post the vacancy and accept bids from employees in Area I assignments only.
- b) Group and Senior Group Counselors:
1. During the course of the bid year if it becomes necessary to administratively move a Group or Senior Group Counselor due to departmental need as it relates to a specific staff issue, the Department may do so only after management has received Union's concurrence.
 2. If the need to move a Group or Senior Group Counselor is a result of a complaint to EOD, EEOC or FEHA of harassment or discrimination, and there is a need to move the accused employee(s) in order to protect all involved parties, the accused employee may be moved to another assignment with the same schedule on reasonable notice to the accused employee. The County is not required to receive concurrence from the Union. If the complaint is not sustained, the moved employee will have the right to return to his/her former position and location.

Section 4.3 - Shifts

Shifts are the daily schedule of hours and weekly schedule of days of work.

Section 4.4 - Term of Assignments

a) Group Counselors:

1. For the purposes of this MOU a Bid Period equals the length of the assignment.
2. Area I: Multi-Agency Assessment Center (MAAC), Programs, and E.B.P./Q.A./P&P Unit shall be up to a two year assignments. All other assignments in Area I shall be one year assignments.

3. Area II: Assignments in Area II, and *E.B.P./Q.A./P&P Unit* shall be on a rotational basis outlined in section 4.5 b).

b) Supervising Group Counselors

1. For the purposes of this MOU a Bid Period equals the length of the assignment.
2. The following assignments shall be two year assignments:
 - a. Area I: Q.A., E.B.P., P&P Unit, Transition Unit, Multi-Agency Assessment Center (MAAC)/Programs.
 - b. Area II: Transportation, CRP/EMP and TASC.
3. Internal Affairs will be a two (2) year assignment. An employee assigned to Internal Affairs will have the right to request a one year extension subject to management's approval. If the employee's request is approved, the third year shall not be considered an administrative assignment.
4. Any position filled by Supervising Group Counselors that are two (2) year assignments can either be filled by a seniority bid or by administrative assignment.
 - a. Administrative assignment will be counted during the current year and second year of the assignment.
 - b. If an employee receives a two (2) year administrative assignment, the employee cannot be reassigned for a period of 48 months from the date of assignment.

Section 4.5 - Areas of Bidding and Rotation

a. Area I and II Bidding (Group and Senior Group Counselor)

1. Management and the Union will meet to determine employee bidding times, bidding procedures and shift schedules. The meeting will be scheduled based upon mutual agreement of Management and the Union. Management and the Union agree that this meeting should normally occur at least ninety (90) days prior to the scheduled bidding.

Shifts will be posted after meeting with the Union. Bidding will take place at Juvenile Hall. Employees are responsible for bidding at their designated times. Management will notify employees of any change in bidding time that would result in an earlier bidding time. Management will arrange relief coverage for those who are scheduled to work. No more than four (4) representatives each from the Union and from Management will be present during bidding.

Except for split code shifts (refer to Section 4.13), Juvenile Hall Management will post a chart showing all shifts by gender and each Counselor category (I, II, and Senior) open for bid seven (7) days after the start of the second pay period in July and annually thereafter. Bidding will occur seven (7) days later and shift change will take place the beginning of the next pay period.

Management will be responsible for posting employee bidding times, bidding procedures and shift bidding schedules at Juvenile Hall.

Employees on unpaid leave of absence may not submit bids with the exception of employees on leave in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County's Family and Medical Leave Policy. Employees on such leaves may submit bids if they are returning to work within three (3) pay periods of the close of the current bid period. At the time of bidding, the employee will submit medical clearance authorizing return to work within three (3) pay periods after the close of the current bid period.

Effective July 2012, the bidding cycle shall shift to the month of July and annually thereafter, during which (except for split code shifts refer to Section 4.13), Juvenile Hall Management will post a chart showing all shifts by gender and each Counselor category (I, II, and Senior) open for bid seven (7) days after the start of the second pay period in July and annually thereafter.

The January 2012 bid shall be conducted. Bid assignments between January 2012 and July 2012 shall count as one full year assignment.

2. Management will designate up to five (5) but no more than seven (7) limited duty positions which can be filled by employees who bid for the assignment or those who require assignment to the position. Employees to be moved from these bid positions will be notified in advance and will be notified of their right to return back to these bid positions when a limited duty employee is able to resume full Counselor duties.

Employees who must be reassigned from a bidded limited duty position, in order to accommodate an employee on limited duty, will be given seven (7) calendar days notice.

3. In Area I, an employee can be denied bidding to an assignment where the employee has been working more than one bid period. An employee with less than five (5) years seniority can be denied bidding rights to an 11-7 shift where the employee has been working more than one (1) twelve month period.
4. Assignments to Area I will be made on the basis of seniority. Assignment to Area II, will be made on the basis of seniority, except in the case of Group Counselor II's who must have completed the required probationary period.
5. Shifts in Area II will be posted by gender and requirements in the Senior Group Counselor category. If Management determines that an inadequate number of Senior Group Counselors exists for assignment to Area I, Group Counselor II shifts may be posted ~~for~~ any Area II assignment. The Union will be notified prior to implementation.
6. Employees who have rotated out of Area II pursuant to Section 4.4 and 4.5 b) will be eligible to bid back into Area II after a twelve (12) month bid period has passed.
7. Female and male staff rotated out of Area II assignments at time of bidding may be eligible to re-bid back into Area II assignments if there are inadequate numbers of male or female staff.
8. Should a vacancy occur in an Area II assignment outside of the bid period, the Department will post the vacancy and accept bids from employees in Area I assignments only.

b. Area II Program Rotation

Employees having reached the longest continuous service in the following programs will be rotated out in the following manner.

1. In the event there is only one person in the Program, rotation will occur after two (2) bid periods.

2. If there are two (2) or three (3) employees in the Area II Assignment, one (1) employee will rotate out each twelve (12) month bid period.
3. If there are four (4) employees in Area II Assignment, two (2) employees will rotate out each twelve (12) month bid period.
4.
 - a) Community Release/Electronic Monitoring Program - Juvenile: Each bid period, four (4) employees with the highest continuous service in the program will be rotated out. Two (2) weeks prior to Juvenile Hall posting, these shifts will be posted for those remaining in the programs. Assignments will be made on the basis of Department seniority. The remaining shifts will be posted for bidding. Rotation will be adjusted based on the deletion or addition of permanent positions to the Program. This rotation has a base number of twelve (12) permanent positions. One additional employee will rotate out for every three (3) additional permanent positions added to the program. One less employee will rotate out for every three (3) deletions of permanent positions from the program. The addition or deletion of permanent positions may accrue and are not limited to a single bid period.
 - b) A counselor in the Community Release/Electronic Monitoring Program may stay in the OD (On Duty) position for a maximum of six (6) months. This shift will be posted two (2) weeks prior to rotation with assignments made on the basis of seniority. In the event no employee bids for the OD position, it may be voluntarily filled with the existing OD, if they are eligible to remain in CRP/EMP, for only one additional six (6) month period. If there are no bids for the OD position, it will be filled with the eligible employee who has the least seniority in the program.

Section 4.6 - Supervising Group Counselor

During each year of this Agreement, positions in Areas I and II shall be posted and emailed by the Department during the second pay period in July and each twelve (12) months thereafter. Management may designate and post up to four (4) positions to be

administratively assigned. Supervisors may submit interest bids for these positions within five (5) days after posting. Supervisors may not be administratively assigned more than once in a twenty-four (24) month period.

Assignments of supervisors will be made pursuant to the following:

1. Seven days after the posting, management may administratively assign up to four (4) Supervisors to any of the posted positions, provided the provisions of Section 4.2 (3) of this Agreement have been followed.
2. Seven days after the administrative assignment, supervisors not assigned administratively will bid for the remaining assignments on the basis of seniority.
3. A supervisor may be denied bidding rights to an assignment held the previous two bid periods.
4. Vacancies will be filled by administrative assignment after memos of interest are reviewed, but shall not count as administrative assignments under this section.

Section 4.7- Changes in Assignment

When it is deemed necessary to move an employee from their bid assignment, the Union and the employee will be given ten (10) working days prior notice and justification. The ten (10) working day notice may be waived by an agreement between management and the Union.

Section 4.8 - Shift Configurations

The Union may request an informal meeting(s) with the Office of Labor Relations regarding Juvenile Hall shift configurations which would be beneficial to the community or the program as well as the employees, and would be cost effective for the County. At such meeting(s), the parties shall exchange information and shift schedules. To the extent possible, the parties will jointly analyze the feasibility of the request. A response shall be given by the Office of Labor Relations within thirty (30) days after the completion of the informal meeting(s) as to the decision on whether to propose such a schedule.

The County agrees to consider expanding alternate shifts in the Group Counselor series.

Group Counselors and Senior Group Counselor positions shall have alternate shifts determined during the bidding period.

Supervising Group Counselors assigned to Control are eligible for alternate shifts of 12 hours six days a pay period, and 8 hours one day a pay period.

Section 4.9 - Vacancies

- a) Necessary information concerning a vacancy will be posted on official bulletin boards for seven (7) calendar days and e-mailed to the Group Counselor series prior to an assignment.
- b) If one or more employees bid for the vacant assignment, the employee with the most seniority in the classification will be so assigned.
- c) If no employee bids, the position will be filled with an employee among the 20% with the least seniority in the appropriate classification and gender eligible for assignment and who has not been moved pursuant to Section 4.7 (Changes in Assignment) during the last bid period.
- d) Any resulting subsequent vacancies will be filled by management.
- e) Any employee who bids on and receives that shift opening, will waive all subsequent bidding until the following regular bidding.
- f) Vacancies which occur thirty (30) days before the opening of the bid period will be filled by management.

Section 4.10 - Leaves of Absence

Whenever possible an employee granted a leave of absence without pay for a period of less than sixty (60) working days may return to the same assignment if a request to such effect is made when the leave is requested. An employee on leave for more than sixty (60) working days may be reassigned as a new employee.

Section 4.11 - Temporary Assignments

Except for designated light duty positions, temporary assignments, may be made by management not to exceed forty-five (45) eight (8) hour work days. An employee may be assigned temporarily only once during a bidding period. An employee temporarily assigned may not be temporarily reassigned for an eighteen (18) month period unless mutually agreed upon by Management and the Union.

Section 4.12 - Shift Trades and Flexes

Two (2) employees within the same classification and gender (unless the assignment can be staffed by either gender or by another class) may trade weekly shifts on a permanent or temporary basis or flex portions thereof on a permanent or temporary basis subject to prior management approval and the following conditions:

- a) No shift trade will be approved if additional costs would be incurred by the County (i.e. overtime, etc.);
- b) Requests for permanent shift trades and flexes must be submitted within a one week period prior to shift change and one week after shift change, and have the agreement of ~~the~~ Union and management;
- c) Requests for mid-shift permanent shift trades and flexes must be submitted within the first seven (7) days after the start of the second pay period in August (February), and have the agreement of the Union and Management;
- d) Approved shift trades and flexes will become effective the next pay period;
- e) Permanent shift trades and flexes approved at the beginning of the shift and that are part of the existing schedule will continue without the need for staff to submit a new request;
- f) Requests for temporary shift trades and flexes must be submitted no later than two (2) calendar days in advance of the proposed trade;
- g) Approved shift trades will become the schedule of the employee for the duration of the approved trade (e.g. temporary = 1 week; permanent = bid period), except, if one employee of a shift trade changes assignments or leaves the department, then the remaining employee shall return to his/her original shift pattern.
- h) Shift flexes are limited to the normal work days that the two (2) employees have in common.
- i) Staff who wish to terminate their permanent shift trades or flexes must submit a request to terminate within the first seven (7) days after the start of the second pay period in (February).

Section 4.13 - Split Codes (Assignments)

- a) Designated split code(s) will be posted for bidding at bidding time. Each split code shift will be designated by classification and gender. Request for split codes during shift period will be granted at the discretion of management. Split codes will be posted two (2) weeks prior to Juvenile Hall posting.
- b) If more than one (1) split code position is posted, each employee bidding for a split code position must first bid for the general category of split code and then must bid for a specific assignment within the category.
- c) Assignments to a split code position must be re-bid at the time of shift change.
- d) An employee can return to a full code by making a request to the Department Personnel office or by bidding for a full code pursuant to established procedures. A return to a full code is contingent upon the availability of a full code.
- e) Employees assigned to a split code must assume full code duties in the event that the employee with whom the shift is shared is granted a leave without pay, is separated from the Department or returns to a full coded position. Employees continue with full code duties until the employee is assigned pursuant to this Agreement.
- f) When employees in a split-code bid as a unit, the seniority of the split-code position will be determined by adding the seniority of each employee in the code and dividing by two (2).

County of Santa Clara
And
Santa Clara County Probation Peace Officers' Union, Local 1587
AFSCME
Side Letter for Group Counselor Series Wage Realignment Review

The County and the Union agree the following procedures apply:

1. Prior to beginning the wage realignment review, the County and the union will meet to determine the criteria to be used for the wage realignment review. Should there not be an agreement on the criteria the County shall make the final determination.
2. If requested by the union, the County shall promptly meet with the Union to explain the results and furnish justification and pertinent documents supporting the County's results. The County and the Union agree to meet in an attempt to resolve any disputed wage realignment prior to submission to the Board of Supervisors by the County.
3. The County will make a recommendation, if any, to the Board of Supervisors. Such recommendation shall include a statement of concurrence, or non-concurrence by the Union.
4. The Union may present its positions directly to the Board of Supervisors when the realignment recommendations, if any, are agendaized.
5. Any wage realignments approved by the Board of Supervisors will be implemented on pay period 16/23 October 24, 2016 following the second reading and adoption by the Board of Supervisors.

Date: _____

County of Santa Clara

Local 1587
