

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SANTA CLARA

AND

**SANTA CLARA COUNTY PARK RANGERS
ASSOCIATION, INC.**

March 24, 2008 to March 20, 2011

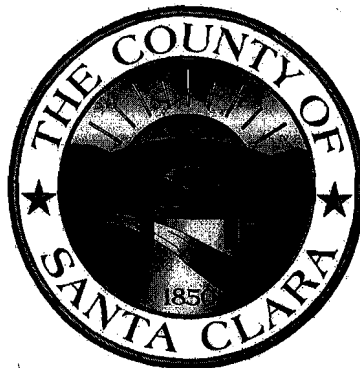


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PREAMBLE

This Memorandum of Understanding is entered into by the County of Santa Clara (hereinafter referred to as the County) and Santa Clara County Park Rangers Association, Inc. (hereinafter referred to as the Association). This Memorandum of Understanding incorporates by this reference all appendices attached.

The legal relationship between the County, its employees, and the Association is governed by the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.), the County Charter, Chapter IV (A-25-339 et seq.) of the County Ordinance Code, and this Memorandum of Understanding.

Whenever this Agreement contains a provision relating to a subject matter, which is also referred to in the County Ordinance Code, the provisions of this Agreement shall prevail.

ARTICLE 1 - RECOGNITION

The County recognizes Santa Clara County Park Rangers Association, Inc. as the exclusive bargaining representative for all classified and unclassified employees in coded classifications as follows:

Park Ranger I
Park Ranger II
Senior Park Ranger

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

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

Neither the County nor the Association shall discriminate (except as allowed by law) against employees because of race, age, sex, color, disability, creed, national origin, religion, Association activity, affiliations, political opinions, or sexual orientation.

Section 2.2 - Association Affiliation

Neither the County nor the Association 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 Association.

Section 2.3 - Affirmative Action

The County and the Association 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 - ASSOCIATION SECURITY

Section 3.1 - Relationship Affirmation

The Association recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the residents of Santa Clara County, consonant with its obligations to the employees it represents. The County and Association affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Section 3.2 - Dues Deductions

a) Requirements

1. Condition of Employment

As a condition of employment, all employees identified in ARTICLE 1 shall execute an authorization for the payroll deduction of one of the following: (1) Association dues (signifying membership in the Association); (2) an agency fee (signifying non-membership in the Association) not to exceed Association dues; or (3) a charity fee selected by an employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Current unit members on leave shall execute such authorization within fifteen (15) calendar days after returning from leave. Other unit members shall execute a payroll deduction authorization within fifteen (15) calendar days after entry into a classification in this bargaining unit.

2. Maintenance of Membership

A unit member belonging to the job classifications identified in ARTICLE 1 may not revoke his/her authorization for regular bi-weekly Association dues or membership status during the term of this Memorandum of Agreement. However, said unit member may change his/her status from membership in the Association to an agency fee status on an annual basis by providing a new payroll deduction authorization to the Association in the month of June.

3. Fair Representation
It is recognized that the Association, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Association membership or non-membership or their assertion of rights under this Agreement or law.
4. Charity Fee Deduction
To qualify for deduction of the charity fee, the unit member must certify to the Association and the County that he/she holds conscientious objections to joining or financially supporting a public employee organization. Such unit member will be required to submit to the Association and the County a letter certifying his/her position. The unit member's payroll deduction shall not be forwarded to the charity until the Association has approved of the exemption. The Association will receive from the County quarterly proof of payment of an amount equal to the agency fee to the specified charity.
5. Involuntary Deduction
If any unit member fails to authorize one of the above deductions on a timely basis, the Association may request the County to involuntarily deduct the agency fee from the unit member's paychecks. Prior to making such request, the Association shall notify the unit member of the request. If the Unit member and the Association are unable to reach agreement on the manner of payment, the Association shall certify to the County in writing that the employee whose pay is to be affected by the deduction has: (1) refused to join the Association; and (2) has refused to tender the amount of the agency fee as defined herein; and (3) does not qualify for an exemption under certification as a condition precedent to the County's obligation to begin payroll deduction. The appropriate deduction shall begin with the pay period following County receipt of the written certification.
6. Forfeiture of Deduction
If, after all other involuntary and any insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Association dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
7. Financial Documentation
The Association shall within sixty (60) days after the end of each calendar year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

8. Reinstatement

Upon the reinstatement of a unit member, or upon the recall of a unit member from layoff status, the County will resume payroll deduction of dues, agency fee, or charity fee, or will initiate payroll deduction for such person in accordance with this Section.

9. Petition and Election

If a petition (other than a decertification petition under ordinance code section A25-385) is filed with the County which requests an election rescinding agency shop and such petition contains the signatures of at least thirty percent (30%) of the employees in the unit, an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Mediation and Conciliation Service. Voting shall be by secret ballot and the majority vote of all eligible employees voting shall control.

10. No Fault

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

b) Deduction Not Covered by Agency Shop

The County shall deduct, once each regular pay period, the amount of the Association's regular and periodic dues as may be specified by the Association under the authority of an applicable authorization form signed and dated by the employee. Upon withdrawal of the authorization, deductions made pursuant to this section shall cease according to County procedure.

c) Dues Deduction Procedures

Dues deduction(s), together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Association's designated officer according to County procedures.

Section 3.3 - Association Notices and Activities

a) Bulletin Boards

The Association shall be provided by the Department use of adequate and accessible space on bulletin boards for communications.

b) Distribution

The Association may distribute information to employees in its representation unit through normal channels.

- c) Visits by Association Representatives
Any Representative of the Association shall give 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. For this purpose, rest periods are not work time.

- d) Facilities
County buildings and other facilities shall be made available for use by the Association or their Representatives in accordance with administrative procedures governing such use.

- e) Names and Addresses of Covered Employees
The County shall supply the Association with a biweekly data processing run of names and addresses and classifications of all employees within the representation unit. Such list shall be supplied without cost to the Association. Addresses shall not be supplied of those employees who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Association.

- f) Issuance of Departmental Policies and Regulations
All employees shall be issued a copy or an abridged version of the Policies and Regulations applicable to their Department. Copies will be distributed by the Department and will remain Department property.

Section 3.4 – Peace Officers Procedural Bill of Rights

The County and all Departments agree to comply with all the provisions of A.B. 301, popularly referred to as the "Peace Officers Procedural Bill of Rights" (California Government Code Sections 3300 et seq.). All classifications, whether specifically included in the Act or not, covered by this Agreement shall be afforded the protections of the Act, either by operation of the Act or through this Agreement. In particular, the County agrees that the representational rights of peace officers set forth therein shall be recognized and complied with and that if a peace officer under investigation elects to have another employee act as his representative (as provided for in said Act), said representative shall be allowed release time to so act.

Section 3.5 - Printing of Understanding

The parties agree to share equally the cost of printing copies of this Understanding. The parties shall mutually agree on the number of copies to be produced. The parties shall jointly determine the design and format of the printed Understanding.

ARTICLE 4 - OFFICIAL REPRESENTATIVES

Section 4.1 - Official Representatives

a) Notification of Official Representatives

The Association agrees to notify the County of their Official Representatives and changes in such Representatives. They may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of Management.

b) Meetings with Management

The County agrees to provide release time for the Official Representative or their designated alternate for attendance at mutually agreed Department/Agency meetings. The Department/Agency shall notify the Association of the person to be contacted for approval of release time. The Association agrees, insofar as possible, to notify Management at least two (2) working days in advance of the request for release time and the name of the Official Representative to be released. Management agrees to arrange for release time with the appropriate supervisor. Release time arrangements shall not interfere with the performance of the County's services as determined by the County. Except by written Understanding with the Department/Agency Administration, the number of employees excused for such purposes shall not exceed one (1) at any one time. The approved release time shall include a reasonable amount of travel time.

For purposes of County-wide meetings with Management, or to be present at public hearings where matters within the scope of representation are being considered, request for release shall not exceed one (1) at any one time. The approved release time shall include a reasonable amount of travel time.

c) Release Time

The County agrees to provide forty (40) hours per contract year for release time. This shall cover release time for all matters except contract negotiations and meetings mutually agreed upon between Management and the Association. The Association agrees to notify the Director of the Department as far in advance as reasonably possible, but at least twenty-four (24) hours in advance of its usage of release time. The department will provide the Office of Labor Relations a record of approved release time taken. The Association may pay for an additional forty (40) hours by reimbursing the County the full cost of replacement personnel for the release of official representatives of the Association.

Section 4.2 - Negotiating Committee

There shall be no more than two (2) Official Representatives at one time participating in negotiations. The Association may increase the size of its bargaining team by one (1) member provided it reimburse the County the total cost for any release time of that member.

ARTICLE 5 - PERSONNEL ACTIONS

Section 5.1 - Probation

- a) Each employee appointed to the classification of Park Ranger shall serve a twelve (12) month probationary period, to include the completion of twenty-six pay periods. Each employee appointed to the classification of Senior Park Ranger shall serve a twelve (12) month probationary period, to include the completion of twenty-six pay periods, except for those promoted to the classification of Senior Park Ranger, in which case the probationary period shall be six (6) months to include the completion of thirteen pay periods. An incomplete pay period served on initial appointment shall not be counted. 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 Understanding, unless otherwise specified, including full and complete access to the grievance procedure. Consistent with County Charter Section 704 (e), probationary employees may not grieve suspensions, demotions, or dismissals.
- b) Classified probationary employees and unclassified employees, who have not completed a period equal to the probationary period for a comparable classified position, shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during this period. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The department/agency head, or his/her designated representative, shall hear and make a decision in writing.
- c) An employee serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights shall retain those rights while serving in the new probation period in the classified service.
- d) An employee with permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class. Such employee shall receive a ten (10) working day notice of release.

Section 5.2 - Personnel Files

The County shall maintain a personnel file for each employee. The department may also maintain a personnel file for each employee. Employees shall have the right to review their personnel file or authorize review by their representative. No material will be inserted into the employee's personnel file without prior notice to the employee. Employees 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.

A letter of reprimand shall be removed from the employee's personnel file at the end of two (2) years except a letter of reprimand involving charges as listed in A25-301 (a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or criminal act, and provided no additional report has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after eight (8) years if no other suspensions have occurred during the eight (8) year period except those involving charges as listed in A25-301 (a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or criminal act, and provided no additional report has been issued during the intervening period.

Section 5.3 - 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. Notice of recommended disciplinary action must be served on the employee in person or by certified mail. Copies shall be by regular mail to the Association and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement of the employee's right to respond, either orally at a meeting requested by the employee, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the employee of the right to appeal to the Personnel Board from such action and the right to Association representation.

Section 5.4 - Notice of 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 final 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. Copies shall be delivered by regular mail to the Association and shall include:

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

Section 5.5 - Counseling and Letter of Reprimand

- a) In the event that an employee's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided to the employee. Counseling should normally be separate from on-going work site dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the employee at the time of the counseling and will not be placed in the employee's personnel file. When the situation allows counseling, counseling shall be used prior to any Letter of Reprimand being issued. Counseling should normally take place between the employee and the first-line supervisor. Should either party be assisted during the counseling, the other party shall have the right to have a representative of their choosing present.
- b) Letter of Reprimand on Performance or Conduct
If upon such counseling an employee's performance or conduct does not improve and disciplinary action could result, a letter of reprimand shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. The letter shall be given to the employee and a copy filed in his/her personnel file. An employee who receives a letter of reprimand shall be afforded an opportunity for administrative appeal and the ability to provide a written response for inclusion in their personnel file. Upon completion of the administrative appeal, the decision of the Department/Agency Head, or designee shall be final and the letter of reprimand shall not be grievable.

Section 5.6 - Performance Evaluations

There shall be annual performance evaluations of all employees represented by this Association. The original evaluation form shall be filed in the employee's County

personnel file and a copy of the evaluation shall be maintained in the departmental personnel file. Training on the evaluation process will be provided to members of this Association.

ARTICLE 6- PAY PRACTICES

Section 6.1 - Salaries

Effective pay period 08/13, June 2, 2008, there shall be a general wage increase of approximately four percent (4%) and shall be listed in the appendix attached hereto and made a part hereof.

Effective pay period 09/08, March 23, 2009, all salaries shall be increased by approximately two percent (2%) and shall be listed in the appendix attached hereto and made a part hereof.

Effective pay period 10/07, March 22, 2010, there shall be a general wage increase of approximately three percent (3%) and shall be listed in the appendix attached hereto and made a part hereof.

The parties agree that the rates of pay established by this Understanding are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.

Section 6.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in the appendix. Each employee shall be paid within the range for his/her class.

Section 6.3 - Part-Time Work

a) Salary Ranges

The salary ranges provided in the attached appendix 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) Benefits

Employees filling part-time positions of half-time or more shall receive all other benefits of this Understanding except as listed below:

1. Those employees who elect to be covered by either the County's insurance package (medical, dental, vision, and life) or medical coverage only shall authorize a payroll deduction for the appropriate prorated cost.

2. Employees may withdraw from the insurance package (medical, dental, vision and life) or medical coverage only at any time. Employees may enroll in the County's insurance package or medical coverage only 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.
3. Any employee who becomes a part-time employee as a result of layoff from a full-time position 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.
4. Any employee in a part-time status who pays for the insurance package (medical, dental, vision and life) or medical coverage only shall be reimbursed each pay period the additional pro-rated premiums consistent with any hours worked above their coded status during the current pay period.
5. During the open enrollment period, part-time employees may elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only and shall authorize a payroll deduction for the appropriate prorated costs.

Section 6.4 – Work Out of Classification

When an employee is temporarily assigned Work Out of Classification to cover vacant regular codes or absences of other workers, such employee will receive pay consistent with the promotional pay procedure commencing on the first (1st) such working day as follows:

- a) 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 in increase salary.
- b) 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.

Section 6.5 Automatic Check Deposit

All employees hired after the effective date of this agreement shall be paid by automatic check deposit. By December 31, 2008, all employees hired prior to the effective date of this agreement shall be paid by automatic check deposit unless the employee certifies in writing to the appointing authority that he or she does not have a bank account.

ARTICLE 7 - HOURS OF WORK, TRANSFERS, OVERTIME, PREMIUM PAY

Section 7.1 - 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 Understanding. Employees assigned to an eight (8) hour shift which is shortened to seven (7) hours due to daylight savings time shall be paid for eight (8) hours.

Section 7.2 Assignment of Shifts and Days Off

The Appointing Authority will set up a standard shift and days off assignment policy by Park Unit for Park Rangers and by Park Region for Senior Park Rangers. Shift and days off assignment shall be determined, first, by persons being assigned to a shift and to days off based on the administrative needs of the department, so as to have a certain minimum number of experienced and/or qualified or skilled personnel on a shift. Once such department needs are met, shifts and days off may be determined based upon training and/or significant personal needs of an employee, which reasonably require that the employee be assigned a particular shift or days off. Once such departmental and such personal needs are met, shifts and days off shall be determined by (1) time in classification, and (2) time in department. Under no circumstances shall place of residence of an employee be a determining factor in assigning shifts and days off.

This Understanding shall not restrict the Appointing Authority from making periodic changes in shifts consistent with this Understanding.

Section 7.3 – Transfers

- a) When a position becomes vacant all employees in the classifications corresponding to the position shall be notified. Management shall post a notice of the vacancy on bulletin boards at work locations for a period of seven (7) days. Employees on vacation, who cannot be contacted by phone, will be notified by Management through Certified Mail during the posting time period.
- b) Of those employees who provide notification of their interest to be transferred, a selection will first be made based on the administrative needs of the department so as to have a certain minimum number of experienced and/or qualified or skilled personnel within a Park Unit for the Park Rangers, and within a Park Region for Senior Park Rangers. If there are no administrative needs, the posted position will be filled based on (1) time in classification, and (2) time in department of those employees who responded.
- c) After each position has been filled by transfer, Management shall provide the Association a list of those employees requesting transfer and indicate on the list who was selected.

- d) New employees may be assigned to vacant positions pending the outcome of the selection process in filling the vacancy. For the purpose of this section, new employees shall mean a new hire, or a promotional appointment.
- e) When it is necessary to move positions from one Park Unit to another Park Unit or from a Park Region to another Park Region as a result of reorganization, hiring freeze, staff reductions, or other administrative needs, the affected employee will first be given the opportunity to transfer to another vacant position within a Park Unit for Park Rangers, and within a Park Region for Senior Park Rangers. If there is more than one affected employee, transfers to existing vacancies will be based on (1) time in classification, and (2) time in department. Should no vacancies exist, or the affected employee declines such an assignment, the least senior employee(s) in the affected Park Unit for Park Rangers and Park Region for Senior Park Rangers, will be required to transfer. In the event that involuntary transfers are made, the employee(s) affected shall be given thirty (30) days written notice of the reassignment.
- f) Two employees within the same classification in different Park Units for Park Rangers or different Park Regions for Senior Park Rangers may exchange positions with the approval of both Management and the Association.

Section 7.4 - Overtime Work

- a) Overtime Defined - Employees Covered by the Fair Labor Standards Act (FLSA)
Overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period 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 compensatory 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 Association agree that in any arbitration involving an FLSA non-exempt employee and Section 7.4 the arbitrator shall be strictly bound by U.S. Department of Labor (DOL), 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.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to state and local government, 7.4 (a) and 7.4 (b) will be

deleted and the County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

b) Rate of Pay -Employees covered by the Fair Labor Standards Act (FLSA)

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1 1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate 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. Compensatory time balances shall be paid in cash on separation. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

c) Overtime Work Assignment

Overtime work assignments shall be distributed among employees in the same classification and applicable work unit as equally as practicable. Overtime work required beyond the regular duty shift shall be offered first to the regular workers who normally work such assignments. The Department will create more specific policy, which shall not conflict with this section.

Section 7.5 - Meal Periods

Employees shall be granted a meal period 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 workstations for eight (8) or more consecutive work hours shall have their meal during work hours.

Section 7.6 - 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 or longer lunch break.

Section 7.7- Non-Contiguous Overtime Guarantee

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours overtime shall be credited to the employee. The payment of the guaranteed four (4) hour minimum is subject to all the provisions of Section 7.4, Overtime Work.

An employee is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional four (4) hour guaranteed minimum until the original four (4) hours has elapsed.

Section 7.8 - Differentials

a) Evening Shift Differential

An evening shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid to employees for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m.

b) Field Training Officer (FTO) Differential

A five percent (5%) differential per hour shall be paid to Park Rangers when assigned by Management as a designated Field Training Officer. This differential shall only be paid on productive hours.

c) Part-time Employees

Employees in part-time codes (twenty hours (20) or less in a workweek) will receive the above evening shift differential if at least two (2) hours of an assigned schedule of contiguous hours meet the above guidelines.

This differential shall only be paid on actual hours worked. In addition, employees whose shifts are temporarily changed (either voluntarily or at Management discretion) will be paid based on actual hours worked.

d) The shift differential shall not be allowed in computing payments at time of termination.

Section 7.9 - Temporary Work Location

When an employee is assigned to work at a location different from his/her regularly assigned work location, the County will either supply transportation for such travel or shall pay mileage in accordance with the Santa Clara County Ordinance Code, Division A31, Section A31-11.

Section 7.10 - Bilingual Pay

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred forty dollars (\$140.00) 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.

a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); 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.

The County shall review positions covered by this Understanding not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities.

Differential may be removed when the criteria ceases to be met for two (2) pay periods.

ARTICLE 8 - UNIFORMS AND CLOTHING

Section 8.1 - Uniforms

a) Uniform Allowance

1. The uniform allowance includes uniforms and safety shoes.
2. The uniform allowance will be paid through payroll and is PERS reportable.
3. Senior Park Rangers and Park Rangers shall be eligible for County approved safety shoes.
4. Employees must purchase safety shoes from approved vendors. Employees with specialized fitting needs may be referred to additional approved vendors by the office of Occupational Safety and Environmental Compliance.
5. All employees shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive, during all working hours unless the employee is occupying a position exempted from the mandatory requirement.
6. On a periodic, and as needed basis, the Safety Committee shall review and advise the County Executive on the list of authorized and approved safety footwear, mandatory classes and exempted positions within the mandatory classes. The County Executive shall make the final determination.
7. A uniform allowance of \$900.00 will be issued each contract year, of which \$450.00 will be issued in the second pay period of April and October for each year during the term of this agreement.

- b) If the uniform requirement is eliminated by the County, notice of same shall be given to the Association, and the allowance will be discontinued after payment of the next quarterly amount. Modification to articles of clothing, which cause an increase in costs, shall be met and conferred upon during the contract term.

Section 8.2 - Repair/Replace Claims

County shall provide the necessary protective clothing to employees and classifications pursuant to such requests by the employees affected as provided by law under Cal-OSHA, Title 8. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County employees which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the employees to perform his/her duty; and not adaptable for continued wear to the extent that they may be said to replace the employee's regular clothing; or
- b) The clothing, uniform or equipment has been damaged or destroyed in the course of the employee's duties or in the saving of a human life; and
- c) 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/Agency in accordance with procedures set forth by the County Executive.

ARTICLE 9 – HOLIDAYS

Section 9.1 - 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 E. 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) The Friday following Thanksgiving Day (Day after Thanksgiving)
- l) December 25th
- m) Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

Section 9.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday. Holidays which fall during a vacation period or when an employee is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

Section 9.3 - Holiday Work

- a) If holiday work is assigned and authorized by the County Executive, such time worked by regular employees shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, including premium pay for shift differentials, plus any holiday pay to which the employee may be entitled. Holiday work if authorized shall be offered first to regular employees within the work unit. No employee may elect to work a holiday that falls on the employee's normal day off. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation. Any compensatory time earned for working holidays must be used within one year of accrual or employee will be cashed out on unused balance after one year of accrual at the rate of pay in effect at the time of cash-out.
- b) Management shall determine the number and classification of permanent employees needed to work holidays in each Park Unit for Park Rangers and in each Park Region for Senior Park Rangers. No seasonal or extra help employees shall work a holiday unless all eligible employees have had the opportunity to

work these designated slots. For the purpose of this section "eligible" employees shall mean those employees in the classification to which the holiday was assigned who were regularly scheduled to work in the Park Unit for Park Rangers or in the Park Region for Senior Park Rangers on the day on which the holiday occurs.

- c) Holiday work shall be assigned on a rotational basis within the assigned classification.
- d) The employee assigned to work on a given holiday may decline such work, which will then be offered to all other eligible employees in the Park Unit for Park Rangers or within Park Regions for Senior Park Rangers based on 1) time in classification and 2) time in department on a rotational basis. If all eligible employees decline such work, the work shall be performed by the employee originally assigned.
- e) Attempts shall be made to insure through the holiday work assignment that no employee will be required to work more than one of the following holidays: Thanksgiving, Christmas, or New Year's Day of each fiscal year.

Section 9.4 - Christmas and New Year's Holidays - Actual Calendar Day vs. Day of Observance

When Christmas Day, December 25th, or New Year's Day, January 1st, actually falls on a Saturday or Sunday, employees who are normally scheduled to work on that day and actually work, shall receive holiday pay in accordance with Section 7.4 for the time worked on Christmas Day or New Year's Day. For these employees, no 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 Association may waive departmental Understanding provisions for purposes of this section.

ARTICLE 10 - SCHEDULED TIME OFF AND SICK LEAVE

Section 10.1 - Scheduled Time Off

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

Section 10.2 - Earnings and Schedule

a) 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:

<u>SERVICE YEARS & WORK DAY EQUIVALENT</u>	<u>TOTAL YEARLY ACCRUAL IN WORKDAYS</u>	<u>HOURLY ACCRUAL FACTOR PER HOUR</u>	<u>ACCRUAL FACTOR PER PP</u>	<u>MAXIMUM ALLOWABLE BALANCE</u>
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 and thereafter 4960 days	31	.119230	9.538	93 work days

b) Pre-Scheduled Usage

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

c) 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.

d) 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.

e) STO Cash Out

Employees who use no sick leave for a period of one year beginning pay period 08/01, December 17, 2007, through 08/26, December 14, 2008, and each December to December period thereafter during the term of this Understanding, 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 the Office of Labor Relations during the month of January 2009 (or January 2010 or January 2011) and payment shall be made during the month of February 2009 (or February 2010 or February 2011).

Employees must complete and submit the required STO Cash-Out Request form by the required deadline. Incomplete forms or late submittals will not be accepted. It is the employee's responsibility to ensure that his/her STO Cash-Out Request was received by the deadline.

Section 10.3 - Time for Scheduled Time Off

a) The time for vacation shall be determined by the appointing authority after due consideration of worker convenience and administrative requirements. The Department will create more specific policy, which shall not conflict with this section.

b) An employee who is expecting to receive the maximum vacation STO accrual during the upcoming annual vacation period is required to sign-up for vacation during the annual vacation sign-up period and make every effort to schedule time off. An employee has the right to use vacation when he/she receives an asterisk (*) on their paycheck stub. It is the employee's responsibility to notify Management of the situation prior to receiving the asterisk, and Management will decide which day the employee can take off prior to losing the excess accrual. In cases of emergencies or disasters the leave request can be denied and/or revoked. An additional accrual may be approved by the County Executive.

Section 10.4 - Sick Leave Bank Accrual

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.

- b) First Day Usage
For each approved absence due to personal illness, bereavement, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours) shall be charged to the STO bank or if the STO bank is exhausted to Leave Without Pay. Absences due to verified personal illness or bereavement beyond the amount equal to one (1) full shift shall be charged to the Sick Leave Bank (limited to two days for bereavement). Such sick leave bank usage must be approved by Management.

- c) Family Care Usage
An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such leave in order to care for a sick or injured member of the employee's immediate family requiring care; however, the initial period of time granted, up to one full shift, must be charged to the STO bank. The second and third day shall be charged to sick leave if necessary. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

- 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 of three (3) days or less.

- e) Bereavement Leave
Leaves of absence with pay shall be granted to employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the employee or of the spouse of the employee and the spouse, son-in-law, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The initial period of time granted, up to one (1) full shift, shall be charged to the STO bank. The second and third days shall not be charged to any employee bank. The fourth and fifth day, if needed, shall be charged to the sick leave bank.

- 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:

Days of Service	% Paid at
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 10.4 (f) 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 within ninety (90) days after notice of the amount due from the County.

ARTICLE 11 – LEAVE PROVISIONS

Section 11.1- Fitness For Duty Examination

If any non-probationary employee is required by the appointing authority to take a fitness for duty examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the employee in writing:

- a) 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.
- b) If the employee's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
- c) If the physicians disagree, and the employee so requests, they will select a third physician whose determination will be final. Cost for such examination by the

selected physician will be equally shared by the employee and the appointing authority.

- d) 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 worker shall not be entitled to paid leave if he/she refuses to comply with the physician's examination requirements during the fitness for duty process or does not remain available to report to work during their normal scheduled shift. A worker may request to use leave banks if he/she is not available for duty during their normal scheduled shift.

Section 11.2 - Military Leave

- a) Governing Provision

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

- b) Physical Examination

Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

Section 11.3 - Leave Without Pay

- a) Reasons Granted

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

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.

Section 11.4 - 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 11.3 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 up to six (6) months.

d) 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.

Section 11.5 - Educational Leave and Tuition Reimbursement

a) Fund

The County shall maintain an educational leave and tuition reimbursement program for the term of this Understanding. The total monies in this program will be administered at the County level. The fund will consist of four thousand dollars (\$4,000) in fiscal year 2008-2009, four thousand dollars (\$4,000) in fiscal year 2009-2010 and five thousand dollars (\$5,000) in fiscal year 2010-2011.

b) Eligibility

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

1. The employee is not receiving reimbursement from any other government agency or private source. (This applies to employees applying for tuition reimbursement only.)
2. The training undertaken is related to the employee's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program. (This applies to employees applying for tuition reimbursement only.)
6. The employee has not exhausted the annual maximum reimbursement limit. (This applies to employee's applying for tuition reimbursement only.)

c) Disapproval

Management may disapprove an application for tuition reimbursement and/or educational leave provided:

1. Notice of disapproval is given to the employee within ten (10) working days after receipt of the application; and
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When an employee disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph b (5) above. If a final determination is made against the employee, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the employee, she/he shall be fully reimbursed in accordance with this section.

d) Reimbursement

Total reimbursement for each employee participating in the program will not exceed eight hundred dollars (\$800.00) 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.

e) Deduction Authorization

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

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

f) Make-up Time

Employees taking a course only available during working hours must make up fifty percent (50%) of the time away from their job. Make-up time may be deducted from the employee's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the employee time off except where the payment of overtime will result. An employee and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours, but within the forty (40) hour workweek, for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the employee and the County and such arrangement will be considered a waiver of Section 7.4.

Employees who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cash out at separation, of fifty percent (50%) of the time away from the job under the following conditions:

1. Failure to successfully complete the course or obtain a passing grade of C or above;

2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
4. Leaving County employment before completion of the course (except if laid off).

ARTICLE 12 - BENEFIT PROGRAMS

Section 12.1 - Employees' 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 Worker's Compensation Act.

b) Compensation

An employee who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave and vacation time as when added to any disability indemnity payable under the Employees' Compensation Act will result in a payment to him/her of not more than his/her full salary, unless the employee subsequently notifies his/her department payroll unit of his/her desire not to have integration occur. The change from integration to non-integration shall be implemented at the beginning of the next pay period after such request.

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) Industrially Injured Employees - Temporary Modified Work Program

The County has established a program to return employees with temporary disabling occupational injuries or illnesses to modified duty within the County as soon as medically practical. Pursuant to the program, the County will make every reasonable effort to provide meaningful work assignments to all such employees capable of performing modified work. The maximum length of such work program shall not exceed twelve (12) weeks. With the approval of the Employee's Compensation Division, a temporary modified work assignment may be extended to no more than 16 weeks.

There are three kinds of "Temporary Modified Work" shown in order of preference:

1. Return to the employee's same job with some duties restricted.

2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured employee cannot return on a full time basis.
3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured employee's medical limitations.

d) 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 Employees' 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.
4. The employee provides a statement from the treater.

Section 12.2 - Insurance Premiums

a) Medical Insurance

1. Insurance Plans

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

The County will continue to pay the employee only contribution for Kaiser, Health Net Plan and Valley Health Plan.

The parties agree that Kaiser coverage will be the Kaiser S Plan with the 3A option through October 1999. The parties also agree that the Valley Health Plan and the Health Net Plan shall continue under the current coverage in effect on July 12, 1999.

Effective November 1, 1999, the Kaiser Plan will have a \$5 co-payment for office visits and a \$5 co-payment for prescriptions.

Effective November 1, 1999, hearing aid coverage, up to \$1,000 for 1 to 2 devices every 36 months, shall be added to all health plans.

The County agrees to reimburse the employee up to five dollars (\$5.00) for office visits and up to four dollars (\$4.00) for prescription drugs.

2. Dual Coverage

Married couples and same sex domestic partners who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. If both employees have single coverage, one will be converted to dependent coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

3. Domestic Partners

The County will continue same sex domestic partner coverage.

4. Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave

The County will pay the medical premium subject to the applicable co-payments in this Section as follows:

(a) For an employee on maternity leave without pay or medical leave without pay, up to thirteen (13) pay periods of employee only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County's Family and Medical Leave Policy.

(b) For an employee on family leave without pay, in accordance with the County's Family and Medical Leave Policy, and to attend to the serious illness of a same sex domestic partner, up to twelve (12) weeks of dependent coverage.

(c) For an employee on industrial injury leave, employee only coverage for all times while on such leave, and, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. Medical Benefits for Retirees

(a) 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 of service (2088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, 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 same sex domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

(b) 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 workers who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, 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 same sex domestic partner of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

(c) Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under Section 12.2 (a) 5 subsections a or b 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.

6. Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution. 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.
Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

The County will pick up inflationary costs for the term of this Understanding.

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.

7. Life Insurance

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

8. Vision Care Plan

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

b) Health Plan Bonus Waiver Program

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 (subject to the usual payroll deductions) commencing 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 the 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 adjustment due 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 seventy-four dollars (\$74.00) 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.

c) Flexible Spending Account (FSA) Plan

The County has implemented a Flexible Spending Account (FSA) Plan effective with a new plan year starting January 1, 1999 in accordance with Internal Revenue Code (IRC) Section 125. This County established FSA Plan enables a County employee to annually designate and set aside bi-weekly payroll deduction, up to \$2,000 of wages on a pre-tax basis for eligible medical/dental expenditure based on a list of IRS approved expenditure.

d) County-wide Benefits

The parties agree that, during the term of this Understanding, County-wide changes in benefits, such as medical, dental, holidays, or retirement, shall be applied to employees in this unit.

Section 12.3 - 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 Association and the parties shall meet and confer over said changes.

ARTICLE 13 - PERS - SOCIAL SECURITY

The County will continue the present benefit contract with PERS, which is the 3% at 50 Retirement Plan.

The County of Santa Clara's increase in contribution to PERS as a result of implementation of the 3% at 50 Plan as well as the existing employer payment of employee PERS contribution shall be reflected as part of effective wages.

The County shall pay, on behalf of all employees covered by Public Employee's Retirement System (PERS) Safety and represented by SCCPRA, two and one half percent (2.5%) member (worker) contribution to PERS effective June 2, 2008, three percent (3%) effective March 23, 2009 and three and one half percent (3.5%) effective March 22, 2010. In accordance with Section 20636, subsection (c) (4) of the California Public Retirement Law, the County and SCCPRA agree that the full monetary value of

normal member contributions paid to PERS by the County on behalf of SCCPRA represented employees shall be treated as special compensation.

ARTICLE 14 – LAYOFF

Section 14.1 - Layoff

a) Seniority Defined

For the purposes of this section, "seniority" shall be defined as days of paid, accrued service in a coded position, by classification, including all paid leaves of absence (e.g., vacation, sick leave, etc.). Seniority shall be adjusted for all time on leave without pay which extends beyond one full pay period, but shall not be adjusted for all time on maternity leave, worker's compensation leave and military leave.

b) Order of Layoff

Employees on a probationary seniority list shall be laid off prior to employees on the permanent seniority list for that classification.

If two (2) or more employees on a seniority list have identical seniority within the same classification, any tie shall be broken by resort to the following processes, in declining order, should ties continue to exist:

1. Seniority within classification;
2. Seniority in the next lowest classification, if there exists such a lower classification;
3. Departmental seniority;
4. County seniority;
5. Chance.

c) Notice of Layoff

Employees subject to layoff shall be given at least twenty (20) working days' written notice prior to the effective date of layoff. "Working days" as used in this section means Monday through Friday excluding holidays.

d) Reassignment in Lieu of Layoff

The employee shall have the right to be returned to any lower classification represented by the Association in which permanent status had previously been held. If there are no vacancies in the next lower classification the layoff procedure shall apply.

The employee who is reduced in classification shall be allowed to count all time spent in a higher classification plus all time previously spent in the lower classification to determine his/her place on the list for the lower classification.

e) Rights to Other Positions

After the reduction in classification in (d) above, any employee who is yet to be laid-off shall be allowed to claim a vacancy in the County in any lower classification in which he/she had permanent status. If no vacancy occurs, he/she may be returned to that next lower classification and the layoff procedure for that organization shall apply.

f) Inplacement

In the event that an employee is not reassigned in lieu of layoff as in Section 14.1 (d) or (e), the employee shall be laid off or may be offered placement in another County position. If an employee elects not to exercise the option in Section 14.1 (f), the employee may be deemed to have been offered and declined such work.

If an employee has been issued a layoff notice pursuant to Section 14.1 (c) and has no reassignment in lieu of layoff rights pursuant to Section 14.1 (d) and (e), 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 would 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 class does not exceed an upward salary change of 10% (ten percent).
3. Normal transfer (ordinance code) rules apply i.e.: the employee can be taken on a permanent or probationary basis at the discretion of the

appointing authority. If an employee has underlying permanent status, the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status has Personnel Board appeal rights.

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 14 (d) or (e) by another employee who has been issued a layoff notice under Section 14 (c), or by an employee on a re-employment list established pursuant to Section 14 (f).
6. An employee who is placed under Section 14.1 (f) shall have his/her name placed on all re-employment lists pursuant to Section 14.1 (g) for the appropriate classification.
7. In determining placement offers, the Association and the County, on a case by case basis may, by mutual understanding include as part of the placement offer:
 - a. Basic skill competency training and/or other methods (other transfer or demotion) of filling vacant positions that do not violate merit system principals 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 Understanding.
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.

g) Re-employment List

The names of such probationary and permanent employees reassigned or laid-off in accordance with this section shall be entered upon a reemployment list in inverse order of seniority. Names of reassigned or laid-off persons shall remain on the reemployment list for a period of two (2) years. Upon certification of the reemployment list, the person standing highest on the list shall be offered the position.

The reemployment list shall have priority over all other methods of filling a vacant position.

Any employee who voluntarily leaves County service or who is terminated for cause (and whose termination is sustained after appeals) shall irrevocably be removed from all reemployment lists.

- h) Involuntary breaks in service of employees due to layoff of a duration of less than twenty-four (24) months shall not be considered a break in service for the purpose of determining "competent service" for the purpose of step increases, nor of service in a probationary position. Any employee so situated shall be entitled to credit for all time previously served within classification for step increases and for service towards completion of the probationary period.

ARTICLE 15 - GRIEVANCE PROCEDURE

The County and the Association 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 Association, 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 15.1 - Grievance Defined

- a) Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, Merit System Rules, or other County ordinances, except as excluded under Section 15.1 (b).
- b) Matters Excluded From Consideration Under the Grievance Procedure
 - 1. Disciplinary actions taken under Section 708 of the County Charter.
 - 2. Probationary release of employees.
 - 3. Position classification.
 - 4. Performance Evaluation.
 - 5. Workload/Caseload.
 - 6. Merit System Examinations.

7. Items requiring capital expenditure.
8. Items within the scope of representation and subject to the meet and confer process.

Section 15.2 - Grievance Presentation

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, or Memorandum Of Understanding, nor shall any settlement be made which affects the rights or conditions of other employees represented by the Association without notification to and consultation with the Association.

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

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

Section 15.3 - Procedural Compliance

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

Section 15.4 - Time Limits

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

Section 15.5 - Informal Grievance Step

It is agreed that employees will act promptly through an informal meeting with their immediate supervisor outside of the bargaining unit on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written understanding of the parties.

Section 15.6 - Formal Grievance

- a) Step One - Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance will be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:
1. The aggrieved;
 2. The specific nature of the grievance;
 3. The time or place of its occurrence;
 4. The section(s) of the Understanding, rule, regulation alleged to have been violated, improperly interpreted, applied or misapplied;
 5. The consideration given or steps taken to secure informal resolution;
 6. The corrective action desired; and
 7. The name of any person or representative chosen by the employee to enter the grievance.

A decision shall be rendered in writing within fifteen (15) working days of receipt of the grievance. The decision shall be directed to the Association and this copy shall dictate time limits. A copy of the Step One decision will be sent to the grievant, and in the case of a group grievance, to the grievant listed first in (1) above. Failure to render a decision within the prescribed timelines shall permit the Association to submit the grievance to Step Two.

- b) Step Two - If the aggrieved is not satisfied with the Step One decision, the Association 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 grievant may be accompanied by his/her Association Representative. All parties meet and disclose the theory of the grievance and the theory of denial as well as the facts upon which these theories are based.
- c) Arbitration
For the term of this Understanding, the County and the Association have agreed to the following panel:

Norm Brand
Barbara Chvany
Alexander Cohn

Jerilou Cossack
Morris Davis
John Kagel

Kenneth Silbert

When the parties cannot reach mutual understanding regarding an arbitrator, they shall strike names from the above panel. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

Members of this arbitration panel shall be requested to agree to render their decision within thirty (30) working days of the hearing, receipt of the transcription 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 Association and the County. Decisions of the arbitrator shall be final and binding.

Section 15.7 - Arbitration Release Time

- 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. Release time will also be granted to the appropriate Association Representative.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the employee's own leave time provided the absence does not unduly interfere with the performance of service.

ARTICLE 16 - STRIKES AND LOCKOUTS

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

If an employee represented by the Park Rangers Association, Inc., is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council and if the crossing of that picket line is in conflict with the employee's conscience, the County Executive and his/her staff will meet, if requested, within twenty-four (24) hours with Park Rangers Association, Inc., and attempt to reassign said employee in a manner which retains County services and does not result in disciplinary action against the employee.

ARTICLE 17 - FULL UNDERSTANDING

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

ARTICLE 18 - SAVINGS CLAUSE

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

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

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The Association 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 Understanding provisions, or the negotiated alternate provisions.

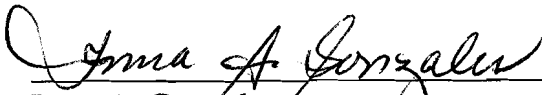
ARTICLE 19- TERM OF AGREEMENT

This Understanding shall become effective only upon ratification by the Board of Supervisors and upon the ratification by the bargaining unit. This Understanding shall remain in full force and effect from March 24, 2008 to and including March 20, 2011, 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 March 20, 2011, or any subsequent March, of its desire to terminate this Understanding or amend any provision thereof.

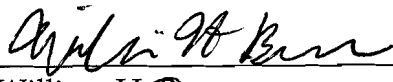
DATE: October 8, 2008

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE


SANTA CLARA COUNTY
PARK RANGERS ASSOCIATION, INC.



Irma A. Gonzales




William H. Burr



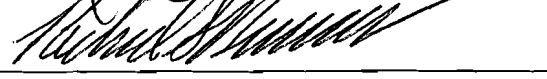
Ramsin Nasser



John George



Jim O'Connor



Rick Burruss



Matt Anderson

EFFECTIVE: JUNE 02, 2008

**APPENDIX
SALARIES**

JOB TITLE	Job Code		Step 1	Step 2	Step 3	Step 4	Step 5	Effective Wage	
								Monthly	Step 1
Park Ranger I	T14	Hourly	23.291	24.419	25.601	26.849	28.166		
		Bi-Weekly	1,863.28	1,953.52	2,048.08	2,147.92	2,253.28		
		Monthly	4,037.11	4,232.63	4,437.51	4,653.83	4,882.11	4,140.55	5,007.21
Park Ranger II	T09	Hourly	27.017	28.326	29.697	31.145	32.672		
		Bi-Weekly	2,161.36	2,266.08	2,375.76	2,491.60	2,613.76		
		Monthly	4,682.95	4,909.84	5,147.48	5,398.47	5,663.15	4,802.94	5,808.26
Senior Park Ranger	T08	Hourly	29.697	31.145	32.672	34.278	35.939		
		Bi-Weekly	2,375.76	2,491.60	2,613.76	2,742.24	2,875.12		
		Monthly	5,147.48	5,398.47	5,663.15	5,941.52	6,229.43	5,279.38	6,389.05

EFFECTIVE: August 25, 2008

Senior Park Ranger	T08	Hourly	31.181	32.702	34.305	35.991	37.735		
		Bi-Weekly	2,494.48	2,616.18	2,744.40	2,879.28	3,018.80		
		Monthly	5,404.71	5,668.39	5,946.20	6,238.44	6,540.73	5,543.20	6,708.33

EFFECTIVE: MARCH 23, 2009

JOB TITLE	Job Code		Step 1	Step 2	Step 3	Step 4	Step 5	Effective Wage	
								Monthly	Step 1
Park Ranger I	T14	Hourly	23.756	24.907	26.113	27.385	28.729		
		Bi-Weekly	1,900.48	1,992.56	2,089.04	2,190.80	2,298.32		
		Monthly	4,117.71	4,317.21	4,526.25	4,746.73	4,979.69	4,244.94	5,133.56
Park Ranger II	T09	Hourly	27.557	28.892	30.290	31.767	33.325		
		Bi-Weekly	2,204.56	2,311.36	2,423.20	2,541.36	2,666.00		
		Monthly	4,776.55	5,007.95	5,250.27	5,506.28	5,776.33	4,924.14	5,954.82
Senior Park Ranger	T08	Hourly	31.804	33.356	34.991	36.710	38.489		
		Bi-Weekly	2,544.32	2,668.48	2,799.28	2,936.80	3,079.12		
		Monthly	5,512.69	5,781.71	6,065.11	6,363.07	6,671.43	5,683.03	6,877.57

EFFECTIVE: MARCH 22, 2010

JOB TITLE	Job Code		Step 1	Step 2	Step 3	Step 4	Step 5	Effective Wage	
								Monthly	Step 1
Park Ranger I	T14	Hourly	24.468	25.654	26.896	28.206	29.590		
		Bi-Weekly	1,957.44	2,052.32	2,151.68	2,256.48	2,367.20		
		Monthly	4,241.12	4,446.69	4,661.97	4,889.04	5,128.93	4,394.75	5,314.72
Park Ranger II	T09	Hourly	28.383	29.758	31.198	32.720	34.324		
		Bi-Weekly	2,270.64	2,380.64	2,495.84	2,617.60	2,745.92		
		Monthly	4,919.72	5,158.05	5,407.65	5,671.47	5,949.49	5,097.93	6,165.01
Senior Park Ranger	T08	Hourly	32.758	34.356	36.040	37.811	39.643		
		Bi-Weekly	2,620.64	2,748.48	2,883.20	3,024.88	3,171.44		
		Monthly	5,678.05	5,955.04	6,246.93	6,553.91	6,871.45	5,883.74	7,120.37

* Effective wage includes contribution to PERS for the 3% at 50 Plan, as well as the County's payment of the employee's 2.5%, 3% or 3.5% contribution to PERS.