

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS

AND

BLUE COLLAR MEMBERSHIP OF
SERVICE EMPLOYEES INTERNATIONAL UNION
S.E.I.U., Local 521

ENTERED INTO
THIS 31st DAY OF August 2015

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF S.E.I.U.,
(hereinafter "Union")

MEMORANDUM OF UNDERSTANDING -- BLUE COLLAR UNIT EMPLOYEES

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 1) Written Reprimand Not Appealable – December 14, 2004

ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Service Employees International Union, Local 521, have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the Blue Collar Unit of S.E.I.U., Local 521, adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Resolution Number 69-95, and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized S.E.I.U., Local 521, hereinafter shown as union, as the exclusive representative of all regular County Employees in the blue collar bargaining unit excluding extra-help employees. (see Appendix A).

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

1. All regular full time unit employees who are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall have Union dues deducted from their paychecks during the term of this Agreement, subject however, to the right to resign from Union membership during a thirty (30) calendar day window period commencing ninety (90)calendar days prior to the termination date of the agreement, and discontinue further Union dues deductions. Exceptions to this requirement are permissible only upon written release authorized by the Union.
2. The Union shall furnish any information needed by the County to fulfill its obligations under the provisions of this Article.
3. The Union shall indemnify and hold harmless the County and its Board individually and collectively from any legal costs and/or damages arising from claims, demands or liability by reason of litigation arising from this Article. The Union agrees to pay to the County all legal fees and legal costs incurred in defending the County or its Board against any court action and/or administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

ARTICLE 5 FULL UNDERSTANDING

The Union and the County agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 6 MAINTENANCE OF BENEFITS

It is understood and the parties agree that for the term of this Agreement changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties.

Changes in other terms and conditions of employment, not specifically referenced herein, may only be accomplished pursuant to applicable law.

ARTICLE 7 WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 8 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 9 ACCESS RULE

The County acknowledges the Union's right to reasonable access in the workplace for the purpose of meeting with employees in their unit. Union representatives are not to disrupt the work of employees in any fashion or solicit Union membership on County time. Access shall be restricted so as not to interfere with the normal operations of any Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

Paid lunches or breaks shall not be considered work time for purposes of this article, however, all conditions required by the Sheriff's Department for deputization and operation of the in-lieu program must be maintained.

In the event a County Department Head formally objects to Union Representatives visiting a work location, the Human Resources Director or his/her designee, the department representative and the Union will meet to resolve the issue.

ARTICLE 10 UNION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the Union, nor recommend non-membership, but it is agreed that the County will inform all eligible new employees about the Recognized Employee Organization by providing membership materials supplied by the Union. The County will notify the union at least five (5) workdays in advance of countywide new employee orientation meetings which include one or more employees in this Unit and will include their name and position title.

ARTICLE 11 LEADERSHIP RELEASE TIME

- A. It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that the Union may designate up (4) four elected leaders (one from each division: Roads, Maintenance, Parks and Grounds, and Fleet) who will be granted four (4) hours per month of release time to attend meetings of the Union Council. All employees shall be released on the same day as designated by the Union, and the stewards' meetings shall be held at a site other than on County premises. The Union shall provide 7 days notice for release of employees for the monthly Council meeting. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time.
- B. The Union may designate up to three representatives (no more than one from any division) who shall be authorized to attend all negotiation meetings between the Union and County for a successor agreement or any reopeners.
- C. One representative shall be authorized to attend meetings of the Health Insurance committee.
- D. In other matters where labor and management representatives meet to discuss terms and conditions of employment, two representatives shall be released to attend the meetings. In addition, the Union may request release time for additional employees, however, the Department Head retains the exclusive right to approve or deny the request.

ARTICLE 12 LABOR/MANAGEMENT COMMITTEE

The County and the Union agree that it is beneficial to maintain positive communications. Therefore, the County agrees that the Human Resources Office will facilitate department, division or subgroup meetings to consider matters within the scope of representation. The parties will freely exchange information and ideas in an attempt to resolve issues. Some agreements may require a side letter, which will be incorporated into the successor Memorandum of Understanding. The Union will provide a proposed agenda with their request. The County will respond within ten work days of the receipt of this request.

ARTICLE 13 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, S.E.I.U., its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County.

In the event of a violation of this agreement, S.E.I.U. agrees to contact the offending party, notify them that they are in violation of the agreement, and that their actions are not supported by the Union. S.E.I.U. agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity. Nothing prohibits the Union from taking such matters to the PERB Board for a decision.

Any violation of this agreement by any person not an employee of the County but acting as an agent or representative of S.E.I.U. shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 14 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, or in a side letter or other agreement between the County and the Union reached subsequent to the ratification of this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.

- c. To schedule working hours and assign work.
- d. To establish, modify or change work schedules or standards.
- e. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the workforce.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery and/or equipment.
- m. To schedule the operation of and to determine the number and duration of shifts.
- n. To determine safety, health and property protection measures.
- o. To transfer work from one job to another or from one plant or unit to another.
- p. To introduce new, improved or different methods of operation or to change existing methods.
- q. To lay off employees from duty for lack of work, lack of funds or any other reason.
- r. To reprimand, suspend, discharge or otherwise discipline employees.
- s. To establish, modify, determine, or eliminate job classifications.
- t. To promulgate, modify and enforce work and safety rules and regulations.
- u. To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 15 JOB SPECIFICATION CHANGE NOTIFICATION

Whenever the County makes changes to the minimum qualifications or the salaries of job specifications within the Blue Collar Unit, or adds any new job specifications, the County agrees to provide a copy to the Union's designated representative. The County acknowledges its obligation to meet with the Union regarding proposed impacts to employees. No matter how minimal, the County agrees to inform the Union of any changes to official job specifications within this Unit.

ARTICLE 16 TRAINING NOTICE

Employees shall receive 48 working hours' advance notice of any mandatory training within the County scheduled to take place outside of the regularly scheduled work time and 5 working days' advance notice of any mandatory training outside the County scheduled to take place outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 17 TRAINING FOR SUPERVISION OF INMATES AND IN-LIEU WORKERS

Employees assigned to supervise Inmate or In Lieu work crews will be provided training for this purpose which covers their specific responsibilities and safety issues. This information will be summarized in written guidelines and provided to employees annually. Government Code Section 995-995.2 is attached as Appendix B which addresses legal defense of employees while performing duties within the scope of employment.

ARTICLE 18 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 19 GRIEVANCE PROCEDURE

A. As outlined in the County Personnel Rules, this article deals with the County's grievance procedure and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

B. Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

C. Explanation of Rules

1. Except where a remedy is otherwise provided for by State Law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The filing of a grievance will not result in reprisal of any nature against any employee involved.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in step one of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in step two of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor,

superior or department head who has the prime responsibility for all of the aggrieved employees. In any event the County retains the right to consider separate grievances together if they concern the same or similar problems.

9. The parties may mutually agree to waive any step of the grievance procedure.

D. Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of these rules.

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of:
 - a) A deviation or misinterpretation of a County or departmental policy; or,
 - b) A violation of any provision, appendix or side letter of this agreement; or,
 - c) The misinterpretation or misapplication of a Statute, Ordinance or Resolution of the Board of Supervisors which negatively impacts the grieving employee.

E. Procedural Steps

Step 1

When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to formal grievance procedure do

not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:

- a) Mutually consented to by employee and supervisor.
- b) It appears that settlement can be reached at this informal level.

Step 2

If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.

Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.

Step 4

If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

F. Grievances Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

ARTICLE 20 DISCIPLINE

The County's rules regarding employee discipline are contained in Chapter 10 of the County's Personnel Rules. The parties have incorporated the December 14, 2004 side letter contained in Appendix C of this agreement to those rules.

ARTICLE 21 NON-DISCRIMINATION

The County will not unlawfully discriminate against any applicant or employee because of race, color, religion, national origin, age (over 40), sex, marital status, sexual orientation, disability or medical condition.

In addition, the County will not interfere with, intimidate, coerce, restrain or discriminate against any employee because of the exercise of his/her rights to join or engage in any lawful union activity.

ARTICLE 22 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 23 LAYOFF PROCEDURES

The County's layoff Procedures are contained in Chapter 12 of the County's Personnel Rules. Those layoff procedures are amended as follows:

- A. Within the employee's current department, at his or her discretion, an employee affected by layoff may displace an employee in the class in which the affected employee previously held permanent status in that department within the previous five years. Employees may only displace other employees with less seniority. Seniority computation for displacement purposes is made on the same basis as for the original layoff.
- B. Layoffs will be based on seniority. Efficiency ratings will only be used to determine layoff when there is a tie in seniority.
- C. The Union will be provided notice before the Board of Supervisors takes action on layoffs.

ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 32 shall advise the County on plan design and selection of providers.

ARTICLE 25 RETIREMENT

- 1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.

2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire employee contribution of 7.0% of salary. Such payment shall vest to the employee.
 - a) The Miscellaneous 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
 - b) The Miscellaneous 2% at 55 Plan has also been modified so that bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) the option to implement the applicable provisions of Article 26 below (Retiree Health Insurance).

ARTICLE 26 RETIREE HEALTH INSURANCE

- a) Employees hired after January 1, 1999, who retire in good standing from P.E.R.S. at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance premiums only, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible (by age) for Medicare or the money runs out, whichever is first. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	Percent of compensation (based on hours) Health Benefit
20,801 - 31,200	25%
31,201 - 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s separation from County service. Health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee’s spouse covered dependent(s) may continue to use the account toward Kings County health insurance premiums only, within COBRA guidelines, if eligible as stated above. Any balance in the account remains property of County.

- b) Employees hired prior to January 1, 1999, shall be allowed a one time irrevocable election to decide whether to receive the retiree health insurance option or cash as follows:

Service Hours	Percent of Compensation (based on hrs)	<u>OR</u>	Percent of Compensation (based on hrs)
	<u>Cash</u>		<u>Health Benefit</u>
10,401 - 41,600	25%		40%
41,601 and over	30%		50%

To qualify for the sick leave payout benefit (cash or retiree health) the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's separation in good standing from County service. Decision to accept cash or the health benefit option must be made in writing to the County Department of Finance not later than 14 days prior to separation in good standing as a result of resignation, layoff or retirement. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the health benefit option within 30 days of the death of the employee.

If employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

If employee elects the health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible (by age) for Medicare or the money runs out whichever is first. Health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies prior to Medicare age and there is money remaining in the account, the employee's dependent(s) may continue to use the account within COBRA guidelines, if eligible as stated above. In case of death, if COBRA benefits expire leaving a balance in the account the balance will be paid to the dependent(s).

In all other instances, any balance in the account remains property of County.

ARTICLE 27 DISABILITY INSURANCE (S.D.I.)

The County has contracted for State Disability Insurance for all employees of the Blue Collar Employees' Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 28 TERM LIFE INSURANCE

The County will provide, at County expense, a \$10,000 death benefit group term life insurance policy covering each represented employee. The life insurance coverage will terminate upon the employee's date of separation from County employment, whether through voluntary resignation, layoff, termination or retirement.

ARTICLE 29 SICK LEAVE

1. Accrual

a. All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.

b. All regular full-time and regular part-time employees hired after January 1, 1999 will accrue sick leave as follows:

<u>Service Hours</u>	<u>Hours Earned</u>	<u>Sick leave earned at the rate of (based on hours worked)</u>
0 - 10,400	80 (10 days)	.038462
10,401 - 20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

2. Absence Due to Death in Family

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours (may be granted upon approval of the department head (prorated for part-time employees)).

Immediate family, for the purposes of this section, is defined as follows:

Children (includes foster children, legal wards, children of a domestic partner and children of a person standing in loco parentis)

Parents (also includes foster parents and legal guardians)

Grandchildren

Grandparents

Brothers

Sisters

Spouse or Registered Domestic Partner

Whether by blood or marriage or adoption.

ARTICLE 30 FAMILY ILLNESS LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, registered domestic partner or spouse of the employee. All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of his or her child, parent, registered domestic partner or spouse. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave. Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 31 FAMILY AND MEDICAL LEAVE

The County agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and to adopt appropriate policy and procedures required for implementation.

ARTICLE 32 HEALTHY WORKPLACES ACT

The County agrees to comply with the requirements of the Healthy Workplaces, Healthy Family Act of 2014 (Labor Code Sections 245-249, hereinafter referred to as the "Act") to the extent required by law. Therefore, the first three (3) days or 24 hours of paid sick leave used by an employee in a calendar year will be granted in a manner that complies with the Act, and may be used for the following purposes:

1. The diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member.
 - a. For purposes of the three (3) days or 24 hours sick leave granted under the Act only, the definition of family member, includes the employee's:
 - Child, regardless of age or dependency status, (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis);
 - Spouse or Registered Domestic Partner;
 - Parent (including biological, adoptive, or foster parents, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
 - Grandparent;

- Grandchild;
 - Sibling.
- b. Employees shall not be required to provide proof of illness for the three (3) days or 24 hours granted under the Act.
2. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
- a) A temporary restraining order or restraining order;
 - b) Other injunctive relief to help ensure the health, safety or welfare of themselves or their children;
 - c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 - d) To obtain services from a domestic violence shelter, program, rape crisis center as a result of domestic violence, sexual assault, or stalking;
 - e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and
 - f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
3. An employee who is separated from County service and rehired within one year from his or her separation date shall have reinstated up to six (6) days or 48 hours of any unused sick leave balance accrued prior to separation.

ARTICLE 33 HEALTH/DENTAL/OPTICAL PLAN

Employees who elect to use a Health Plan offered by the County must continue to participate in the Dental and Optical plans and must remain in that plan until the open enrollment period of the plan. Employees electing to pretax their insurance will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying status change.

- A) Effective July 1, 2015 and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, which may include Point of Service (POS) or Preferred Provider (PPO) health insurance, shall be as follows:

Health/Dental/Vision Plan level	County Monthly Contribution	Reserve Contribution
Single	\$368.20	\$12.98
Two-Party	\$670.50	\$23.64
Family	\$1008.92	\$35.56

MILITARY DENTAL/OPTICAL ONLY (1):

	County Monthly Contribution	Employee Contribution	Reserve Contribution	TOTAL PREMIUM
Single	\$27.96	\$13.14	\$0.00	\$41.10
Two-Party	\$52.50	\$24.70	\$0.00	\$77.20
Family	\$82.58	\$38.84	\$0.00	\$121.42

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) In the FY 2014-15 plan year (implemented in June 2014), the parties agreed to set aside \$500,000 from the Health Insurance Trust fund to offset any cost increases to the overall plan. These monies were to be used through FY 2015-16 or until exhausted, whichever came first. Each time a portion of the \$500,000 is used to pay health insurance premium increases, the dollar amount the Employer pays toward health insurance premiums is reset to include the absorbed increase in cost. After application of this reserve to cover increases in FY 2014-15 and FY 2015-16, it is estimated that there is approximately \$228,000 remaining. The parties agree that this approximately \$228,000 remaining in the Health Insurance Reserve shall be used to offset any further health plan cost increases that are recommended by the Medical Insurance Committee and approved by the Board of Supervisors that would otherwise be allocated to employees in cost share of premium increases. This remaining reserve shall be used until exhausted or until the expiration of this MOU, whichever occurs first. If this reserve is in fact exhausted during the life of this MOU, additional increases in the premium amount will be split 50/50 between the employer and employee. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.
- C) The County and Union agree that meet and confer discussions regarding the structure of medical/dental/optical insurance coverage's shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums are set in this Article above.

ARTICLE 34 VACATION

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employees length of service (2080 hours of actual service as defined in the County Personnel rules equals one year) as follows:

a) Employees hired prior to January 1, 1999:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

b) Employees hired January 1, 1999 or later:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 4,160	80 (10 days)	.038462
4,161 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a and 1b above) until the employee reaches one of the following accrued hours of vacation limits:

Hours (days) <u>Earned (based on hrs)</u>	<u>Maximum Vacation Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

ARTICLE 35 HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Blue Collar Unit employees:

1. The days established as holidays are:

January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday in February, Presidents Day
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans Day
The day designated as Thanksgiving Day
The day following Thanksgiving Day
The working day before the day observed as Christmas Day,
from 12:00 noon to 5:00 p.m.
December 25, Christmas Day
The working day before the day observed as New Year's Day,
from 12:00 noon to 5:00 p.m.
Such other days as the Board of Supervisors may determine by
resolution.

Paid Closure

In 2015 and 2016 the Public Works Department will be closed to the public the week after Christmas providing three and one-half days of holiday time to all employees in the bargaining unit. If any employee is scheduled to work during this period when their office is closed, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours during that week.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional 28 hours of holiday time is as follows:

2015:

Monday, Dec. 28, 2015 – 8 hours
Tuesday, December 29, 2015 – 8 hours
Wednesday, Dec. 30, 2015 – 8 hours
Thursday, Dec. 31, 2015 – 4 hours

2016:

Monday, Dec. 26 – 8 hours (Holiday Observed)
Tuesday, Dec. 27, 2015 – 8 hours
Wednesday, Dec. 28, 2015 – 8 hours
Thursday, Dec. 29, 2015 – 8 hours
Friday, Dec. 30, 2015 – 4 hours

2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.
3. Any employee who is required to work, on a holiday that falls during their regularly assigned workweek shall be compensated at the employee's regular rate of pay for this work and for the holiday with up to eight (8) hours of holiday-in-lieu pay. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. If Saturday is a regularly scheduled work day, the holiday is observed on that day.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. If Sunday is a regularly scheduled work day, the holiday is observed on that day.
6. When a holiday established by this article falls on a regular day off for an employee on an approved alternate work schedule, the holiday will be observed on the next regularly scheduled work day.
7. Only 8 hours of holiday pay is permitted on any one holiday. If the regular work day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.
8. If approved in advance by their Supervisor, employees on alternative 4/10 schedules may have the option of reverting to five (5) eight (8) hour workdays during any workweek in which a scheduled holiday occurs.
9. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
10. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
11. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.

ARTICLE 36 UNIFORM ALLOWANCE

For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated (the FY13/14 uniform allowance increase will be effective upon ratification and prorated):

Building Maintenance Worker	\$202
Building Operations Specialist/Trainee	\$202
Equipment and Groundswoker	\$177
Groundswoker I/II	\$177
Janitor and Janitor Trainee	\$202
Park Caretaker	\$177
Senior Groundswoker	\$177
Senior Janitor	\$202

1. All employees required to wear and maintain a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective the first full pay period in July 2013 (PP13-15) only the initial uniform allowance paid to employees shall be paid in a lump sum. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of the allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Effective in the first full pay period in July 2013 (PP13-15), eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. For employees hired on or after January 1, 2013 and designated as “new members” to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (Pension Reform Act of 2013).
4. The County agrees to reimburse one-half the cost of uniform items that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform and the manager determines the item cannot be worn. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department. Items that should have otherwise been replaced (normal wear and tear) are not eligible for reimbursement.
5. The Roads and Fleet divisions have different uniform programs. Uniform programs for all divisions shall remain in effect during the term of this agreement unless changed as described below.
6. Should the County choose to change the uniform program for one or any division or classification, the County shall provide advanced notice and an opportunity to negotiate with the Union over the change in the uniform program that affects the terms and conditions of employment.

ARTICLE 37 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$20.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$40.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time including the use of advanced bilingual skills at least 25 percent (25%) of their productive time, and the employee has passed the corresponding County selected bilingual proficiency examination.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay requires approval by the Human Resources Director upon request of the Department Head. Where necessary, job audits may be conducted to determine whether the established percentage criteria are being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis and upon request of the Department, the County Administrative Officer may waive the percentage requirements.

Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if employee is demoted, promoted, transferred or reassigned. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties the bilingual pay shall be prorated.

ARTICLE 38 OVERTIME COMPENSATION

1. All employees shall receive FLSA overtime consistent with existing law.
2. FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours

worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.

4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.
5. Overtime does not apply to standby time earned pursuant to Article 40 of the MOU.
6. Hours worked while on callback time pursuant to Article 39 of the MOU, may be eligible for overtime.
7. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Department Head or his/her designee.

ARTICLE 39 COMPENSATORY TIME OFF

Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time. Employees with more than thirty accrued hours compensatory time shall use compensatory time before using vacation time.

ARTICLE 40 CALL BACK PAY

1. The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site.
2. Minimum "call-back shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 41 STANDBY PAY

Employees shall receive two dollars (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours. Employees cannot simultaneously receive standby pay and call back pay, i.e. when call back pay begins, standby pay ceases.

ARTICLE 42 SALARY

All employees in classifications covered by this Agreement (see Appendix A) shall receive a three (3) range (approximately 3%) salary increase effective August 31, 2015 (PP 2015-19) or upon ratification, whichever is later. In the second year of this agreement (FY 2016-17), no salary increase is provided. However, if there is a \$2,000,000 increase in the “current secured” property taxes as of June 30, 2016 over the base “current secured” property taxes received by the County as of June 30, 2015 then a 2.0 range (approximately 2%) salary increase will become effective the first pay period following reconciliation and reporting of the “current secured” property taxes value. In addition, if the “current secured” property taxes received by the County trigger of \$2,000,000 is met, the bargaining unit may exercise a reopener to discuss further compensation increases only, with a maximum increase up to 5.0 range (approximately 5%) over the July 2015 wage increase. If the \$2,000,000 property tax trigger is not met, the bargaining unit may still exercise the reopener to discuss compensation only.

ARTICLE 43 DIRECT DEPOSIT OF PAYROLL CHECKS

All employees hired on or after January 1, 2005 shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

ARTICLE 44 TERM

Except where otherwise specifically stated herein, this agreement shall be effective from the date of ratification through August 31, 2017.

ARTICLE 45 INCORPORATION OF ALL PRIOR SIDE LETTERS

The Parties mutually agree that all prior side letters are obsolete except those listed on Appendix D.

ARTICLE 46 SCHEDULES

The County and the Union agree that all prior side letters related to employee schedules are incorporated in to the summary below and include a commemoration of current practice and our agreement for each division's employees.

A. ROADS DIVISION:

The flexible work week/weekend assignment for the Road Division consists of a rotating schedule which normally includes four 10-hour days from Thursday through Sunday. The staff assigned to this schedule for each week is normally expected to be a crew of five employees which may include, but is not limited to, the following: One Road Supervisor and/or Road Maintenance Worker IV; and, Road Maintenance Workers (any combination of I, II, or III).

1. Flexible work/weekend assignments for Road Maintenance Worker I/II/III will rotate every eight (8) weeks, covering eight weekends of assigned duty. The only exceptions will be any Roads Division employee who, on a voluntary basis, requests to work the flex week as a regular, on-going assignment. Employees who volunteer for such regular assignment must give at least one month's advance notice to their supervisor if they are requesting to return to a rotational flex workweek assignment.
2. Employees will not be allowed to trade flex week/weekend assignments with coworkers without prior supervisory approval. Any requests for voluntary trades or rescheduling of future assignments must be submitted in writing to the Road Supervisor responsible for supervising the flex week work program. Said Road Supervisor will approve or deny each request within 48 hours of submittal.
 - a) Upon employee request and with management approval, employees may request to "swap" schedules for a rotation. If approved, the "swap" will not change their standing on the rotation, as long as management determines that the resultant teams include staff with sufficient skills and licensure to provide the service necessary (if an employee was due to go to weekends after the eight weeks and he/she swapped to weekends, he/she will still be due to go to weekends when the swap is completed).
3. The Road Supervisor will prepare, maintain and display a calendar that shows at least a two-month roster for the flex work week/weekend assignments.
4. The Road Supervisor responsible for the flex week/weekend assignments will review all leave requests which impact attendance of employees assigned to the flex week/weekend and may approve or deny.
5. The transition from the regular work week to the flex work week/weekend will be handled as in the past (see sample work week schedule below). During Summer Hours schedule, the employee will work a normal work week then switch to the flex week/weekend with a six-day break between each. Upon return to the normal work week the employee will work both shifts consecutively. This in no way will affect overtime, as the work weeks are

separate for purpose of FLSA compliance. When the shift to Winter Hours schedule occurs, similar procedures as described for Summer Hours will apply. The employee will work a normal work week (Monday through Friday) then return to work the following Thursday. Again, upon return to the normal workweek the employee will work both shifts consecutively without any affect on overtime.

a) Where a schedule transition requires an employee to work nine (9) or more consecutive days (for example, from a weekend to non- weekend schedule), the County agrees that upon request of the employee (with at least two working days advance notice), the employee can take off the first day during the first week of the new schedule, and instead work a day at the end of the first week of the new schedule. Both days must be in the same work week (Monday – Sunday).

6. Road Supervisor and Road Maintenance Worker IV assigned to a flexible work week will rotate assignments after two pay periods. However, upon approval of the Road Superintendent, the Road Supervisor can volunteer to work all or any part of the flex week assignment throughout the year. The Road Superintendent shall give a minimum of three calendar days notice to Road Supervisors or Road Maintenance Worker IV prior to assignment to the flex week.

a) Requests for leave from work shall be submitted to the Road Superintendent for approval.

Sample Summer Schedule

Pay Period	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1				X	X	X	X
Week 2	X	X	X	X			
Week 1	X	X	X	X			
Week 2				X	X	X	X

B. BUILDING MAINTENANCE DIVISION:

4/10 Schedule for Building Maintenance Workers

1. Employees will be scheduled to work four 10-hour shifts within the FLSA 7-day work period as reflected on the attached schedule. The regular work hours will be 6:30 a.m. to 5:00 p.m. with a half hour lunch period. The intent is that roughly half the participating employees will work on either Monday or Friday.
2. Overtime is paid for hours worked over 8 in any one workday or 40 hours in a workweek. This provision is modified to 10 hours in any one workday when the employee agrees to a 4/10 schedule since by definition this will require exceeding 8 hours worked.

3. If operational requirements necessitate the employee working more than 40 hours during that workweek (as approved by the supervisor), the employee shall be paid premium time (one and one-half time) through cash or comp time earned.
4. Participation by the employee is voluntary and is intended to be permanent. The employee opting for this schedule must sign an acknowledgment that fully discloses the conditions of participation as set forward in this agreement.
5. An employee may request to move their day off on the regular schedule from Monday to Friday, or Friday to Monday, if approved by the division manager. Intermittent swapping of the day off is discouraged but may be requested by an employee. The division manager must approve this change in advance, and determine that it will not disrupt workload or coverage.
6. The department must ensure that adequate staffing coverage is provided. Management reserves the right to alter work schedules in order to ensure appropriate coverage. Therefore, an employee may be assigned to work the four 10-hour shifts at any time within the FLSA work period defined in paragraph 7, and as pursuant to the terms of this agreement.
7. The County in its discretion may discontinue the employee's participation in the 4/10 schedule if it is determined not to meet the business needs of the department. The County will meet with the union to discuss this change if proposed. Employees would be provided sufficient advance notice if the schedule is proposed to return to Monday-Friday, 7:30 a.m.-4:00 p.m. (with a half hour lunch).
8. The immediate supervisor of each employee is required to validate each pay period that the agreement conditions are met. Specifically, it is necessary that the defined workweek be adhered to strictly to avoid any conflict with FLSA or contract requirements.
9. FLSA Work Week Definition. The proposed 4/10 work schedule will have an FLSA work period that begins at Midnight Monday morning and ends at 11:59 p.m. on Sunday. Under no circumstances may the department, a supervisor or manager, or any employee change the defined FLSA work period on a temporary basis.
10. Holidays. Only eight (8) hours of holiday pay are earned for any holiday. The employee will be required to use two hours of paid vacation leave or available accrued comp time when an eight-hour holiday falls on a scheduled ten-hour day. If approved in advance by their supervisor, the employee may also have the option of reverting to five (5) eight-hour workdays during any workweek in which a scheduled holiday occurs.
11. Use of Leave. Use of leave (vacation, sick, or comp time) on a scheduled 10-hour day will require the use of 10 hours of leave time.

Schedule for Central Plant Workers

1. Due to the increase in hot weather over the summer months, Central Plant employees will alter their work schedule beginning the first Monday of May each year. This revised schedule will remain in place until the Monday following the Labor Day holiday. Upon the discretion of management and with the agreement of affected staff, an extension of the summer schedule may be made. The revised work schedule during this period will be 6:30 a.m. to 3:00 p.m. with a half hour lunch break.
2. The schedule will revert to a 7:30 a.m. to 4:00 p.m. shift, with a half-hour lunch break, the rest of the year.
3. On a rotating weekly schedule, one employee will continue to work the 7:30 a.m. – 4:00 p.m. shift during the summer months to provide extended service coverage. This employee will continue to receive standby pay during this week when not on active duty, except for the hour between 6:30-7:30 a.m. when the other employees will be at work.

C. PARKS and GROUNDS DIVISION:

The Parks and Grounds division schedules are defined based on “park season” and whether it is winter or summer as reflected below.

Winter Schedule:

The winter schedule for all employees is 7:00 a.m.-3:30 p.m. with a half-hour lunch break, Monday-Friday, except for employees assigned to a weekend shift who oversee an “in lieu” crew. The “winter schedule” is defined as the period that is not considered “park season” as described below. The department may opt to schedule a weekend shift with two pay periods notice to employees and this shift shall work 6:45 a.m.-3:15 p.m. with a half hour lunch break.

Park Season:

- 1) “Park Season” begins two weeks prior to Easter every year (unless modified pursuant to the County ordinance governing this) until the last full weekend in October. During this time period, all employees will rotate through a schedule of either Thursday-Monday, or Friday-Tuesday.
- 2) When working Monday, Tuesday, or Thursday, all employees work a shift of 7:00 a.m. to 3:30 p.m. with a one-half hour lunch break. On Memorial Day and Labor Day Mondays only, the shifts are as follows:
 - a) 8:00 a.m. – 5:00 p.m. (with a one hour lunch break)
 - b) 9:30 a.m. – 7:30 p.m. (with a one hour lunch break, and one hour of scheduled overtime)
 - c) 10:30 a.m. – 7:30 p.m.(with a one hour lunch break)
- 3) When working Friday, employees rotate through one of these three shifts:
 - a) 7:00 a.m. – 3:30 p.m. (with a half hour lunch break)
 - b) 9:30 a.m. – 7:30 p.m. (with a one hour lunch break, and one hour of scheduled overtime)
 - c) 10:30 a.m. – 7:30 p.m.(with a one hour lunch break)

- 4) When working Saturday or Sunday, employees rotate through one of these three shifts:
 - a) 6:45 a.m. – 3:15 p.m. (with a half hour lunch)
 - b) 9:30 a.m. – 7:30 p.m. (with a one hour lunch break, and one hour of scheduled overtime)
 - c) 10:30 a.m. – 7:30 p.m.(with a one hour lunch break)

- 5) Summer Schedule: Due to the regular increase in hot weather during the summer months, the first shift of 7:00 a.m.-3:30 a.m. on any week day will change to 6:00 a.m. - 2:30 p.m. (with a half hour lunch). Notice of this schedule change will be provided on the posted schedule (which is completed 2 pay periods in advance). Upon discretion of management and with the agreement of affected staff, an extension of the summer schedule may be made.

Additional Parks Schedule Information

The Parks Superintendent will prepare, maintain and display a calendar that shows a roster of each employee's schedule for at least two pay periods. "Trades" will be permitted if requested at least 72 hours in advance, and approved in advance by the Parks Superintendent.

Consistent with County policy, the "break schedule" for all Parks and Grounds employees is as follows:

- a) 15 minute break at approximately 2 hours after beginning work
- b) 30 minute (or one hour depending on schedule) lunch break at approximately 4 hours after beginning work
- c) 15 minute break approximately 2 hours after the end of the employee's lunch break

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

BLUE COLLAR UNIT, SEIU
AUTHORIZED REPRESENTATIVES

COUNTY OF KINGS
AUTHORIZED REPRESENTATIVES

Original signatures kept on file

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APPENDIX A
COVERED CLASSIFICATIONS
BLUE COLLAR UNIT

Apprentice Mechanic

Building Maintenance Worker
Building Operations Specialist
Building Operations Trainee

Equipment & Groundswoker
Equipment Serviceworker

Groundswoker I
Groundswoker II

Janitor
Janitor Trainee

Master Mechanic
Mechanic
Mechanic Leadworker

Park Aide
Park Caretaker

Road Maintenance Worker I
Road Maintenance Worker II
Road Maintenance Worker III
Road Maintenance Worker IV

Senior Bldg Maintenance Wkr
Senior Groundswoker
Senior Janitor
Service Writer

APPENDIX B
GOVERNMENT CODE
SECTION 995-995.2

995. Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.

For the purposes of this part, a cross-action, counterclaim or cross-complaint against an employee or former employee shall be deemed to be a civil action or proceeding brought against him.

995.2. (a) A public entity may refuse to provide for the defense of a civil action or proceeding brought against an employee or former employee if the public entity determines any of the following:

(1) The act or omission was not within the scope of his or her employment.

(2) He or she acted or failed to act because of actual fraud, corruption, or actual malice.

(3) The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee. For the purposes of this section, "specific conflict of interest" means a conflict of interest or an adverse or pecuniary interest, as specified by statute or by a rule or regulation of the public entity.

(b) If an employee or former employee requests in writing that the public entity, through its designated legal counsel, provide for a defense, the public entity shall, within 20 days, inform the employee or former employee whether it will or will not provide a defense, and the reason for the refusal to provide a defense.

(c) If an actual and specific conflict of interest becomes apparent subsequent to the 20-day period following the employee's written request for defense, nothing herein shall prevent the public entity from refusing to provide further defense to the employee. The public entity shall inform the employee of the reason for the refusal to provide further defense.

APPENDIX C
SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
SEIU
April 2015

The County and the SEIU agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and the SEIU agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

APPENDIX D
LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND KINGS COUNTY BLUE COLLAR UNIT
December 14, 2004

County Proposal to CCAPE
December 14, 2004

PROPOSAL:

Amend the Kings County Personnel Rules Chapter 10, "Disciplinary Action, Grievance Procedures", Section 10012, "Written Reprimand" as follows:

CHAPTER 10 - DISCIPLINARY ACTION, GRIEVANCE PROCEDURES

This section relates to disciplinary actions against employees having permanent status in the classified service. These provisions are also applicable to employees in the exempt or unclassified service, except that they do not have the right of appeal in the event of suspension, demotion or dismissal. A department head may not adversely affect the status or pay of an employee by any other means or procedures than those provided therein. Severity of the action taken should be appropriate to the cause.

Actions appealable under this Section cannot be grieved under the Grievance Procedure.

10010 Types of Disciplinary Action

10011 Oral Reprimand

A formal discussion with an employee about performance or conduct problems. This action may be summarized with a memorandum to the employee. An oral reprimand is not appealable.

10012 Written Reprimand

A written document presented to an employee regarding performance or conduct problems. A copy must be provided to the employee with a copy filed in **his/her department file and/or** his/her personnel file maintained in ~~the Personnel Department~~ **Human Resources**. Written reprimands may be either permanent or for a limited period of time. **A written reprimand is not appealable unless appeal rights are otherwise required by law.**

Understood and Agreed to:

Original signature kept on file

Bill Shawhan, CCAPE

Date

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE BLUE COLLAR MEMBERSHIP OF SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521 (SEIU)
July 28, 2016**

This is to confirm that the Union and the County of Kings have met and conferred on the reopener.

The County has determined that the \$2,000,000 trigger, as described in Article 42 SALARY, has been met. Therefore, all employees in classifications covered by the Agreement (see Article 2) with the Blue Collar Unit shall receive a 2 range (approximately 2%) salary increase effective August 1, 2016, the first pay period following the reconciliation.

The parties agree this effectively closes the reopener negotiations.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

SEIU:

COUNTY

Original signatures kept on file