

# *Agreement*

between

**THE EAST BAY  
REGIONAL PARK DISTRICT**

and

**EAST BAY REGIONAL PARKS  
EMPLOYEES,**

Local 2428, AMERICAN FEDERATION of  
STATE, COUNTY and MUNICIPAL EMPLOYEES

**AFL-CIO**

**2011 edition**

**April 1, 2011 through March 31, 2013**



# Table of Contents

ARTICLE 1	Purpose .....	1
ARTICLE 2	Union Recognition, Union Membership and Deduction of Union Dues .....	1
ARTICLE 3	Employee Rights - Freedom from Discrimination .....	5
ARTICLE 4	Union Rights, Union Stewards and Union Representation .....	6
ARTICLE 5	Management Rights, Management-Union Cooperation, Subcontracting and Meet and Confer .....	9
ARTICLE 6	No Strikes or Lockouts.....	13
ARTICLE 7	Health and Safety .....	13
ARTICLE 8	Ecology Committee .....	14
ARTICLE 9	Apprentice Program.....	15
ARTICLE 10	Health and Retirement.....	15
ARTICLE 11	Departmental Review, Pre-Disciplinary Process (Skelly Hearing) and Grievance Procedure.....	16
ARTICLE 12	Disciplinary Actions.....	20
ARTICLE 13	Personnel Files .....	22
ARTICLE 14	Categories of Employees .....	23
ARTICLE 15	Performance Appraisals .....	26
ARTICLE 16	Probationary Periods .....	27
ARTICLE 17	Seniority and Layoff .....	28
ARTICLE 18	Volunteers/Work Crews .....	30
ARTICLE 19	Job Openings .....	33
ARTICLE 20	Transfers.....	34
ARTICLE 21	Hours of Work.....	36
ARTICLE 22	Wages and Overtime .....	41
ARTICLE 23	Sick Leave .....	45
ARTICLE 24	Light Duty .....	49
ARTICLE 25	Vacations .....	50
ARTICLE 26	Holidays.....	51
ARTICLE 27	Mileage .....	53
ARTICLE 28	Uniforms .....	54
ARTICLE 29	Insurance.....	54
ARTICLE 30	Workers' Compensation and Job Injury Leave .....	58
ARTICLE 31	Leaves of Absence .....	60
ARTICLE 32	Retirement .....	63
ARTICLE 33	Deferred Compensation .....	67
ARTICLE 34	Merger .....	68
ARTICLE 35	Lifeguards.....	68
ARTICLE 36	Industrial Firefighters .....	69
ARTICLE 37	Successors .....	72
ARTICLE 38	Miscellaneous .....	72
ARTICLE 39	Term.....	73
APPENDIX A	Wage Rates .....	74
APPENDIX B	Letter of Understanding .....	90
APPENDIX C	Uniform Agreement.....	93
APPENDIX D	Use of CDF/CDC Crews .....	106

APPENDIX E	Side Letter Agreement # 03-02 Regarding the Trudeau Training Center .....	108
APPENDIX F	Side Letter Agreement # 04-01 Regarding Use of CDF/CDC Crews for Federal Emergency Management Agency Fire Hazard Reduction Grant Projects.....	112
APPENDIX G	Side Letter Agreement # 04-06 Regarding Industrial Firefighter Participation at Middle Harbor Park.....	114
APPENDIX H	Side Letter Agreement # 05-01 Regarding Interpretive and Recreation Services Reorganization.....	115
APPENDIX I	Side Letter Agreement # 06-01 Regarding Kaiser Health Plan Copay .....	118
APPENDIX J	Side Letter Agreement #08-01 Regarding Special Pay .....	119
	Local 2428 Constitution .....	120
	Index .....	125

# AGREEMENT

## ARTICLE 1

### Purpose

Agreement between Local 2428, American Federation of State, County and Municipal Employees (AFL-CIO) **(the Union)** and the East Bay Regional Park District, a public special district under the Public Resources Code Sections 5500 et seq. **(the District)**.

The purpose of this agreement is to set forth the working understanding between the parties affecting hours of labor, wages and working conditions and to establish a means of settling grievances, disputes and controversies between the District and its employees. Both parties recognize that the purpose of the District is to provide safe, excellent and economical park and recreation services and facilities to the public and to provide leadership and education in the wise use of the environment.

## ARTICLE 2

### Union Recognition, Union Membership and Deduction of Union Dues

**2.1 Union Recognition.** Pursuant to and in accordance with all applicable provisions of California Government Code 3500 through 3510 as amended, the District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other terms and conditions of employment for the term of the Agreement for all employees listed in Appendix A attached or subsequently added thereto pursuant to the procedures specified in Section 5.5 below. Such group of employees shall hereinafter be referred to as the "Unit". The Union shall represent newly hired probationary employees in the Unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

### **2.2 Union Security.**

**(a) Agency Shop.** All employees in the Unit shall, as a condition of continued employment, become members of the Union or shall pay a service fee equal to the monthly dues of the Union. This Agency Shop provision shall continue for the life of this Agreement.

All newly hired employees covered by this Agreement shall, within 30 days of their employment, either become a member of the Union or agree to pay a service fee equal to the monthly dues and general assessments of the Union.

**(b) Exemption.** An employee who is a genuine member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting any public employee organization as a condition of employment will, in lieu of dues or service fees, pay sums equal to such dues or fees to one of the following 3 funds:

- (1) The fund established under the Agreement for counseling services for Unit employees.
- (2) The American Friends Service Committee.
- (3) The American Civil Liberties Union.

**(c) Payment.** Such payment may be made through payroll deductions. If not, such payment shall be made monthly to the District which will, in turn, pay the appropriate fund and report such payment to the Union quarterly.

- (1) Effective May 22, 2010, payment will be made through bi-weekly payroll deductions, not to exceed 24 per year.

**(d) Supervisory Exemption.** Supervisory employees designated by a double asterisk (\*\*) in Appendix A, shall not be subject to the Agency Shop requirement. Should legislation authorizing an Agency Shop arrangement for Supervisors be passed, the Union Security provisions specified above shall apply to supervisors on the effective date of the legislation.

**2.3 Enforcement.** Employees who do not comply with the provisions of this article shall be terminated in accordance with the following procedure:

**(a)** The Union shall notify the employee by letter, explaining that he/she is delinquent in not tendering either uniformly required Union dues or an amount equivalent to uniformly required Union dues, specifying the current amount of such delinquency, and warning the employee that unless such dues, service charge or contribution are tendered within 30 calendar days, the matter will be reported to the District for termination as provided in this Article.

**(b)** The Union shall furnish the District with written proof that the procedures of Section (a) above has been followed or shall supply the District with a copy of the letter sent to the employee and notice of non-compliance with the request. The Union must specify further, when requesting the District to terminate the employee, the following written notice:

"The Union certifies that \_\_\_\_\_ has failed to render either uniformly required Union dues, service charge or contribution required as a condition of continued employment under the Agreement and that under the terms thereof, the District shall terminate the employee."

(c) Within 30 calendar days of receipt of this notice the District shall notify the employee in writing by certified mail of his/her obligation under this Article and request the employee to comply with the Agency Shop requirements within 5 working days from receipt of the notice. A copy of the notice shall be sent to the Union. Should the employee fail to comply, the District shall notify the employee in writing that he/she will be terminated after 5 days. A copy of this notice shall be sent to the Union. Should the matter not be resolved within 5 working days, the District shall terminate the employee.

(d) The Union shall indemnify and save the District harmless from any and all claims, suits or any other action arising from this Article or from complying with any request for termination under this Article.

#### **2.4 Dues or Service Charge Checkoff.**

(a) **Authorization Form.** During the life of this Agreement and to the extent the laws of the State of California permit and as provided in this Article, the District will deduct one month's current and periodic Union dues or service charge based upon a uniform dues schedule from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the District substantially the following authorization form:

AUTHORIZATION FOR DEDUCTION OF DUES OR  
SERVICE FEE TO AFSCME, LOCAL 2428

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Social Security Number

I hereby authorize my employer, the East Bay Regional Park District, to deduct from my wages for each full calendar month of my employment by the District the amount of dues (or if I am not a member of the Union, a service fee in lieu of dues) certified to the District by AFSCME, Local 2428 for each such month as required by the terms of the Agreement in effect from time to time.

This authorization shall remain in effect during the terms of the currently effective Agreement with AFSCME, Local 2428 and all succeeding Agreements pursuant to which my job classifications is within a bargaining unit covered thereby.

\_\_\_\_\_  
Signature of Employee

Date of Employment \_\_\_\_\_ 20\_\_\_\_\_

**(b) Revision of Dues.** Membership dues shall be changed following receipt of a request for change signed by the Union President.

**(c) Terms of Payroll Deductions.**

(1) Payroll deductions shall be made only from wages earned by employees in the bargaining unit for a full calendar month's employment before such wages are paid on the basis of the most recent certification of the amount of or of any change in the amount of the monthly dues or service fee; provided, however, no deduction shall be made unless a properly executed "Authorization for Deduction of Union Dues or Service Fee" is then in force.

(2) Any employee, including supervisory employees designated in Appendix A, wishing to revoke his or her checkoff authorization may, within the 7 day period between November 1 and November 7, forward a registered or certified letter to the Union, with a copy to the District, revoking his or her checkoff authorization. The revocation shall become effective with the remittance to the Union the following December.

For employees covered by the Agency Shop requirements under Section 2.2 (a), revocation of dues checkoff authorization shall not revoke the obligation to tender to the Union on a monthly basis uniformly required dues, service charges or

contributions required as a condition of continued employment. Failure to comply will result in termination.

**(d) Remittance to Union.** All sums deducted by the District shall be remitted to the Union at the Union's then current address for notices once each month by the 10th calendar day of the month following the month in which the deductions were made, together with a list of names of each employee for whom a deduction was made and the amount of such deduction.

**(e) Indemnity.** The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting dues and service fees deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article. The Union agrees to refund to the District any amount paid to it in error.

**(f) Hire List.** The District shall furnish on the last pay day of each calendar month, a list of the names and addresses of all permanent and temporary employees hired in the job classifications listed in Appendix A who have been hired since the last pay day of the preceding month.

**2.5 Voluntary Union Deduction.** Union members may enroll in a payroll deduction for the voluntary Union deduction fund. The enrollment period will be June 1 to June 7 and will be for a one year period.

## ARTICLE 3

### Employee Rights - Freedom from Discrimination

**3.1 Prohibition Against Discrimination.** The District will not interfere with or discriminate in any way against any employees by reason of their membership in the Union or for any activity required or sanctioned by this Agreement; provided, however, that in no event shall the District's refusal to divulge confidential management information or documents to any member of the Union because of such employee's membership in the Union be deemed discrimination.

The Union, in turn, recognizes its responsibility as designated bargaining agent and agrees to represent all employees without discrimination or interference.

The parties agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, sexual preference, disability or political or union affiliation.

The District recognizes the right of employees to fair and equitable treatment. The District will not condone harassment, including sexual harassment, by its employees. Harassment may include, but shall not be limited to, use of abusive language, racial and ethnic slurs, and sexual advances or slurs.

**3.2 Affirmative Action.** The District and the Union agree to work to increase recruitment of female employees and members of minority groups. The District and the Union agree to mutual cooperation and support of the principle of affirmative action.

Following publication of the annual Workforce Diversity Report, a committee comprised of 2 members of the Board of Directors, 2 representatives of the Union and 2 District Management representatives shall, upon the written request of the Union, meet to review the status of Affirmative Action within the District based on the report.

The District and the Union agree that one of the goals of the Affirmative Action Program is to achieve proportional representation to occupational groupings.

## ARTICLE 4

### Union Rights, Union Stewards and Union Representation

**4.1 Recognition.** The District recognizes and agrees to deal with the accredited Union Stewards and Representatives of the Union in all matters relating to grievances. An employee may request and be granted Union representation when he or she has a reasonable expectation that discipline may be discussed or recommended at a meeting.

**4.2 Officer and Stewards List.** A written list of the Officers of the Union (Executive Board Members) and the Union Stewards, with the specific areas they represent, shall be furnished to the District immediately after their designation and the Union shall notify the District promptly in writing of any changes.

**4.3 Number of Representatives.** The Union shall designate representatives to attend meetings for the purpose of meeting and conferring according to the following schedule:

<u>Total Membership</u>	<u>Not More Than:</u>
1 - 100 representatives	2 Representatives
101 - 200	3 Representatives
more than 200	4 Representatives

The above is exclusive of a non-employee paid representative.

**4.4 Meeting Times - Procedures and Purposes.** Representatives of the Union shall be entitled to meet and confer with District officials during working hours, for reasonable periods or otherwise as specifically provided in this Agreement without loss of pay or time. However, employee representatives shall not leave their duty station or assignment without the specific prior approval of their first level supervisor outside of the bargaining unit or if the latter is not reasonably available, their next higher supervisor. This shall not restrict Management and the Union from meeting during non-working hours if they agree to do so.

**4.5 Number of Stewards.** There shall be a maximum of 15 Union Stewards assigned by geographical area representing employees in the geographical area. Any change in the number of Stewards shall be made by written consent of both parties.

**4.6 Investigation of a Grievance.** Upon the request of the aggrieved employee, a Steward or Union Officer may investigate the specified grievance, provided it is in his/her geographical area, and assist in its presentation. The Steward or Union Officer and the employee shall be allowed reasonable time for these activities during working hours without loss of time or pay, subject to prior notification and approval of the first level of supervision outside the bargaining unit or if the first level supervisor is unavailable, the next higher level of supervision. Such approval shall not be unreasonably withheld.

**4.7 Grievance Meetings.** Grievance meetings between the District and an employee or group of employees shall allow for a reasonable period of time for each party to represent its position. In most cases, 1 hour should be sufficient for such meetings. The aggrieved employee may request Shop Steward representation in any such meetings.

**4.8 Copy of Agreement.** The District shall furnish newly-hired employees covered by this Agreement with a copy of the Agreement. The District will provide each employee with a letter from the Union. The Union may submit for showing at regular District orientations for new unit employees a video not to exceed 5 minutes in duration. The contents of the video and the letter must meet with District approval.

**4.9 President and Chief Steward Leave.** The District shall allow the President and Chief Steward 1 day per month each paid leave for Union business. If additional time is needed, the Chief Steward shall contact the Human Resources Manager to discuss the request of additional time. This will be evaluated on a case by case basis.

**4.10 Union Business Leave.** Members designated by the Union shall be allowed, upon 14 calendar days notice to the District, up to 160 hours leave without pay each year for Union sponsored workshops, educational seminars and other Union business meetings. For leaves of one week or less only 7 calendar days notice will be required. Such leave shall be taken in not less than 4 hour increments. The total number of leave days taken pursuant to this Section 4.10 shall not exceed 110 in a calendar year, provided that during the months of April through September the total number of leave days shall not exceed 30 nor shall more than 3 employees be absent at any time.

**4.11 Attendance at Board Meetings.**

**(a)** A designated employee representative of the Union may attend Board Meetings. Attendance will be compensated at straight time pay for the hours of the Board Meeting provided such hours are part of the representative's normal work schedule.

**(b)** If employees, other than the paid representative, attend Board Meetings during their normal work schedule time off the job may be charged as follows:

- (1) Use vacation leave time to complete the normal day.
- (2) Use compensating time to complete the normal day.
- (3) Use unpaid Union business leave.

**(c)** The District Management/Supervisory group will be made aware of the policy and will facilitate such attendance provided absence of the representative or employees will not cause hardship or operating problems to the District.

**4.12 Union Notices.** The Union may use the upper right hand quadrant of District bulletin boards for the purpose of Union notices.

**4.13 Regular Union Meetings.** Upon 2 weeks notice to the appropriate Manager, the Union may use the District facilities at Crown Beach, Environmental Education Center, Nike Site Classroom, 11500 Skyline Boulevard or Peralta Oaks Board Room for the Union's regular monthly membership meeting, if no other use of the proposed facility is scheduled, and provided that no labor cost is incurred by the District. The Union may schedule and use the Temescal Beach House up to five times a year.

## ARTICLE 5

### **Management Rights, Management-Union Cooperation, Subcontracting and Meet and Confer**

**5.1 Management Rights.** Except as otherwise noted in this Agreement, the District retains all rights of management, including the right to direct employees, to hire, classify, promote, train, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work, lack of funds or for other causes beyond the District's reasonable control, to provide uniforms when required, to determine organization and budget, to maintain the efficiency of the operations entrusted to the District, and to determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and subcontracting; similarly, to take whatever action may be necessary, regardless of prior commitment, to carry out the mission of the District in any emergency or any unforeseen combination of circumstances which calls for immediate action. The District and its management officials have the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

**5.2 Management-Union Cooperation.** Management and the Union recognize that cooperation, whenever possible, is in the best interests of the parties and the public.

**5.3 Subcontracting.** In the event the District determines to sub- contract work which would result in the elimination of any bargaining unit positions, in the layoff of any employee covered by this Agreement or the bumping of any employee in accordance with Article 17.4, the District shall notify the Union in writing at least 30 calendar days in advance and, upon request, shall meet with the Union to discuss the matter, and will present its reasons for subcontracting the work and the economic circumstances related thereto.

In addition, the District will discuss any suggestions proposed to avert, by transfer or other reasonable means, the elimination of the position, the layoff or bumping.

Prior to contracting work which would result in the consequences mentioned above, the District's consideration shall include but not be limited to whether adequate numbers of employees are available, whether sufficient and suitable equipment is available, and whether the use of District employees shall involve extra costs to the District.

The District will notify the Union in writing, of its intent to notice a request for bid for any maintenance work which has been performed by the bargaining unit at least 2 weeks prior to such notice.

The District shall provide the Union with a report, on February 1st each year, which reviews the use of outside contractors who performed work normally performed by District employees.

#### **5.4 Meet and Confer Regarding: Board Action on Certain Personnel Policies.**

**(a) Meet and Confer.** Notwithstanding the provisions of 5.1 above, it is agreed that subject to the following procedures, the District will meet and confer, in good faith, with the Union on all matters of job classification, hiring, promotion, and transfers which require Board action or which would be referred to the Board.

**(b) Notice.** The District will deliver to any designated officer or representative of the Union a notice generally describing any of the above matters which are scheduled to be considered by the Board. Such notice will be delivered no later than the 21st day preceding the Board meeting.

If the Union desires to meet and confer about such matters, it shall notify the District's labor relations representative, not later than 12:00 noon of the 11th day preceding the Board meeting.

#### **5.5 Meet and Confer Regarding: Modified or New Job Classifications.**

**(a) Notice.** In addition to Article 5.4 above, notice regarding modified or new job classifications shall specify whether such modified or new job classification is within the Unit and the salary rate that will be paid to employees hired in any such modified or new job classification in the Unit. Such notice shall also include the proposed modified or new job classification. Such meeting and conferring shall be in accordance with Article 4.3 and Article 4.4. If the Union does not desire to meet and confer, it shall so notify the District, not later than 12:00 noon of the 11th day preceding the Board meeting.

**(b) Exchange of Positions.** In the event the District and Union representatives have not agreed on whether any such new classification is in the Unit or on an appropriate Appendix A salary range by the end of the meeting period, then the Union and the District shall exchange written position statement specifying the salary range and job description each contends should be assigned to such modified or new job classification.

**(c) Arbitration.** If agreement is not reached the Union shall have the right, by notice to the District between 75 and 90 days thereafter, to refer the unagreed issues to arbitration except for modifications of job classifications listed in the current management salary structure. The arbitrator so selected shall be required to follow the rules of the American Arbitration Association regarding Expedited Labor Arbitration and shall determine whether the modified or new classification is within the Unit and, if so, shall select either the District written position or the Union written position concerning the salary range and job description that shall be assigned to such modified or new job classification. Such selection shall be binding upon both parties.

(1) In deciding whether a new or modified classification is within the Unit, the arbitrator shall compare the duties and responsibilities of each new or modified classification with the duties and responsibilities of classifications in the Unit and those not in the Unit and determine whether the new or modified classification is essentially more similar in character, function and scope to classifications in the Unit or to those not in the Unit.

(2) The primary consideration in assignment of a salary range to the modified or new job classification shall be comparability of the duties and responsibilities (internal comparison) of such modified or new job classification with the duties and responsibilities of the existing job classifications within the District salary ranges set forth in Appendix A attached. Consideration may also be given to salary comparisons of positions encompassing like duties and responsibilities covered by trade union agreements in the public and private sectors.

**(d) Filling the Position.** Notwithstanding the above arbitration, the District shall have the right to fill such modified or new job classification position(s) and pay the employee(s) thus hired the salary range specified therefore by the District. If the arbitrator upholds the Union's position, the award shall become effective the date the job was changed.

**(e) Conditions of Arbitration.** Arbitration of new and or revised jobs will be under the following conditions:

(1) District to pay 75%, Union 25% of costs.

(2) Differences will be arbitrated one at a time as they are developed.

(3) This provision shall be operative for a maximum of 2 arbitrations per calendar year.

**(f) Modifications.** Any modification of the following classifications during the term of the Agreement will not result in the removal of the modified classifications from the Unit: Engineering Supervisor, Botanic Garden Supervisor, Black Diamond Mines Supervisor, Roads and Trails Supervisor, Sanitation Crew Supervisor, Park Supervisor, Supervising Naturalist, Service Manager, Craft Maintenance Supervisor, Ardenwood Supervisor, Accountant Auditor, Architect, Landscape Architect and Contract/Encroachment Supervisor.

## **5.6 Meet and Confer - New Agreement.**

**(a) Time.** 60 days prior to the expiration of this Agreement, the parties shall meet to begin negotiations for the new Agreement.

**(b) Scope.** Negotiations for wages, fringe benefits and conditions of employment shall be held on District time between Union and District representatives.

**(c) Union Negotiating Committee.** The Union negotiating committee may include up to 6 employees on District paid time. Any additional members shall be on non-paid status and may attend negotiating meetings with the approval of the first level of supervision outside the bargaining unit.

**(d)** If no agreement is reached before 15 days prior to the expiration of this Agreement, either party may declare an impasse has been reached in negotiations. Either party may then contact the State Conciliation Service and ask that a mediator be appointed to mediate the dispute.

**(e)** The mediator, when appointed, shall meet forthwith with the parties, either jointly or separately, and shall take such other steps as the mediator may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator, however, shall not have the power to impose any settlement on the parties.

**5.7 Board Material.** The 3 packets of Board Material, including the Demand Registers, provided to the Union shall be available for the Union at the same time as they are available for the Board members. The District will notify a designated Union representative when the Board Material is available and answer any reasonable questions regarding that Material.

**5.8 Staffing.** The Union and the District will meet annually to discuss staffing levels.

**(a) Unit Managers.** The District shall be entitled to create two additional Unit Managers at its option. There will be a minimum of two Park Supervisors reporting to each Unit Manager.

## ARTICLE 6

### No Strikes or Lockouts

**6.1 Lockouts.** No lockouts of employees represented by the Union shall be instituted by the District during the term of this Agreement.

**6.2 Strikes.**

**(a)** The Union agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, picketing or any other similar actions which would involve suspension of or interference with the normal work of the District. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the District. Neither resort to nor completion of the grievance procedure shall constitute a condition precedent to the institution of legal proceedings in an appropriate court by either party by reason of the alleged violation of any provision of this Article 6 by the other.

**(b)** An employee shall not be required to cross a picket line when that employee can accomplish the work assignment without crossing the picket line.

## ARTICLE 7

### Health and Safety

**7.1** The District will comply with Federal and State Health and Safety Laws and Standards applicable to the District and with District rules and regulations. The District agrees to use reasonable efforts to ensure that all work is performed in a safe and healthful manner consistent with the requirements of the work to be performed.

**7.2** The Union may designate 3 employee representatives to the District Safety Committee.

**7.3** Any chemical application considered under categories "I Danger" or "II Warning" under the District IPM Program shall be at the employee's option, except for the Fuel Break crew.

#### **7.4 Employee Rights and Responsibilities.**

- (a)** District employees have the right to refuse to perform work which would violate the Labor Code or an occupational safety and health standard or order where such violation would pose a real hazard to his/her safety or health or where the employee reasonably deems the work unsafe due to lack of training or experience.
- (b)** District employees are responsible to obey all occupational safety and health standards, rules, regulations, and orders issued according to the law.
- (c)** Subcontractors shall be required to comply with Federal and State Health and Safety Laws and Standards.
- (d)** A worker may not be fired or punished in any way for complaining to CAL OSHA or using any other right listed above.

### **ARTICLE 8**

#### **Ecology Committee**

**8.1** A joint Union-Management Ecology Committee shall be established and shall be comprised of 2 representatives appointed by the Union and 2 representatives appointed by the District, neither of whom shall be the IPM Coordinator. The Committee shall discuss ecological and resource conservation issues related to District operations, including matters related to education concerning such issues.

**8.2** The function of the Committee is advisory. Action of the Committee shall be by recommendation to the District which retains sole discretion of such recommendations. If disputes arise within the Committee, Committee members may present separate recommendations. Committee meetings shall be scheduled every other month on District time and shall not exceed 3 hours per meeting on District time.

**8.3** In February of each year the Ecology Committee and 2 Board members or their designees will meet to review the District's use of herbicides, pesticides, and ecology issues. A second meeting may be held in August, at the request of the Union, to discuss ecology issues.

**8.4** The Committee shall work in a cooperative manner to implement the District's goal of reducing the use of chemicals on District property. The District's IPM Coordinator will attend Ecology Committee meetings to inform them about implementation of the District's IPM program. The Committee will work with the IPM Coordinator to assist in implementation of the program.

## **ARTICLE 9**

### **Apprentice Program**

**9.1** The joint Union-Management Apprentice Committee shall consist of 2 Union and 2 Management representatives. The Committee shall meet at least semi-annually to review the Apprentice Program.

**9.2** The District shall post all new apprentice positions in-house for 2 weeks prior to advertising for the opening outside the District. In the event that 9 or more qualified bargaining unit members apply and complete the process, the selection shall be made from this group.

**9.3** Any classifications for which an apprentice program is established shall have the position and salary added by reference to Appendix A.

## **ARTICLE 10**

### **Health and Retirement**

**10.1** The Union shall form its own retirement/health care committee. The District shall provide the committee with requested information. The Union and Management shall meet a minimum of 2 times per year to discuss the Retirement Plan and to review current medical plans to improve cost controls, plan design and funding mechanisms.

**(a)** District will form a committee comprised of Local 2428 and District Management. The committee will review the current medical plans and make recommended changes for the Negotiated Medical Plans or recommend an alternative plan or plans. Committee recommendations will be subject to ratification by the District and Local 2428 following meet and confer. The District will provide the committee with professional services as needed.

**(b)** The District will maintain Kaiser and Anthem Blue Cross HMO and PPO plans through March 31, 2012. The District will pay up to 135% of the Kaiser rate by category for medical plan costs in which covered employees are enrolled.

**(c)** The District will provide CalPERS medical plans to employees effective April 1, 2012. The District will pay 100% of the CalPERS Kaiser rate, by category (E, E+1, and E+2 or more) for any employee enrolled in the CalPERS Kaiser medical plan. The District will pay up to 100% of the CalPERS Kaiser rate by category for medical plan premium costs in which covered employees are enrolled.

**(d)** Effective April 1, 2012, the District will provide CalPERS medical plans to retirees using the unequal method for retiree medical contributions. For 2012, the District employer monthly contribution will be \$1. The employer contribution will increase per the provisions in Section 32.8(c).

**10.2** Should the District revise its pension contribution rate, the District agrees to meet and confer regarding the impact of the rate change on the costing of the contract proposals.

## **ARTICLE 11**

### **Departmental Review, Pre-Disciplinary Process (Skelly Hearing) and Grievance Procedure**

#### **11.1 Departmental Review.**

**(a) Purpose and Attendance.** To diminish causes of formal grievances and to resolve differences concerning potential disputes between employees and their immediate supervisors, upon timely request of either an employee, the Union or the District, the appropriate Department Head shall convene an informal meeting at which only the following persons may attend:

- The Department Head (meeting chair);
- No more than 2 employees at the work site;
- The employee's first level supervisor outside of the bargaining unit;
- The employee's immediate supervisor;
- One accredited Union Officer or Steward.

The above restriction on attendance may be waived by mutual consent.

**(b) Objective.** The objective of this procedure is to encourage free communication between employee and supervisor, with the Department Head and Union Representative to attempt to reconcile the parties on an informal basis. The purpose of this meeting is not to gather evidence for future meetings within the grievance procedure and, therefore, no record shall be made. Failing reconciliation, the formal grievance procedure may be used.

**(c) Performance Appraisal Reviews.** Attendance at departmental reviews related to performance appraisals shall be limited to the employee, the supervisor who wrote the appraisal (immediate supervisor), the manager of the supervisor that conducted the appraisal and one accredited union officer or steward. This restriction on attendance may be waived by mutual consent.

**11.2 Pre-Disciplinary Notice and Meeting (Skelly Hearing).** In the event the District intends to discharge an employee, impose a suspension without pay or demote an employee; the District shall, if the employee has completed the original probationary period, utilize the following procedure:

(1) The employee and the employee's steward will be given notice in writing of the proposed disciplinary action not less than 5 calendar days prior to the effective date of the action. The notice shall set forth the reasons for the action and shall be accompanied by copies of written materials, if any, upon which the action is based. The notice shall also include the name and title of the manager assigned to conduct the pre-disciplinary meeting in the event that a meeting is requested by the employee.

(2) Prior to the effective date of the disciplinary action, the employee may request and, if so, shall be granted an informal hearing to discuss the proposed disciplinary action. The informal hearing shall be conducted by the employee's Department or Division manager and may be attended by the next immediate supervisor of the employee who is not a member of the bargaining unit covered by this Agreement. The employee may be represented by an accredited Union Officer or Steward. The purpose of this meeting is not to gather evidence for future meetings within the grievance procedure and, therefore, no record will be made. Personal notes may be taken during the meeting. Failing reconciliation, the formal grievance procedure will start at Step 3. The aggrieved employee will be provided 22 working days to file a Step 3 hearing. The District shall have 5 calendar days to set a hearing date.

**11.3 Grievance Procedure.**

**(a)** A grievance is any problem or dispute, real or imagined, between the parties, the District and an employee or employees or between or among employees. Neither party shall encourage frivolous or unwarranted grievances by its members.

**(b)** It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise, informally, at the lowest practicable level of supervision and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given, and that the procedure in this Article 11.2 shall be the exclusive method of pursuing grievances (as defined above), and a condition

precedent to initiation of legal proceedings by either party. Any grievance not initiated or pursued by the Union or the aggrieved employee within the time limits will be considered settled on the basis of the last timely answer by the District unless the time is extended by agreement of the parties. Failure of the District to give a timely response shall automatically move the grievance to the next step. At the request of the Union, the supervisor or Department Head who failed to answer the grievance shall attend the meeting of the next step.

At each step of the grievance procedure, the District shall make available any record relied upon to sustain the action which gave rise to the grievance and any other information necessary and pertinent to the processing of the grievance, except for any material which is intimate and private to the grieving employee.

Neither the District, the Union nor the employee shall make any tape recording of any grievance meeting except by mutual agreement. Neither the District, the Union nor the employee shall electronically monitor or record any employee conversation except by mutual agreement, provided, however, that this latter restriction is not applicable to regular District Public Safety Department procedures.

**(c)** Grievances will be processed in the following manner and within the stated time limits:

**Step 1.** The aggrieved employee or group of employees and a Union Steward or Officer shall orally present the grievance to their most immediate supervisor who is not in the Unit within 15 working days of the date when the employee or Union had knowledge or in the normal course of events should have had knowledge, of the event constituting the grievance. The supervisor shall give a verbal answer within 3 working days of the date of presentation of the grievance to the Steward or Officer.

**Step 2.** If such grievance is not settled in Step 1, it shall be reduced to a reasonably detailed writing, including the remedy sought, dated and signed by each aggrieved employee and presented to the Department Head within 7 working days after the supervisor's oral answer is given. In the event no meeting concerning the grievance has been held pursuant to Article 11 above, the Department Head shall meet with the grievant and a representative of the Union within 7 working days after receipt of the written grievance. The Department Head shall give a written response to the grievance within 3 calendar days following the meeting held pursuant to this Step 2. In the event there has been a meeting concerning the grievance held pursuant to Article 11.2, then no meeting need be held at this Step 2 and the Department Head shall reply in writing to the grievance within 5 working days of the date of presentation of the written grievance.

**Step 3.** If the grievance is not settled at Step 2, the dated and signed written grievance, stating whether the grievant desires a hearing by the General Manager's representative, shall be presented to the General Manager or a designated representative within 7 working days following delivery of the Department Head's

response. The grievance shall be presented along with all pertinent written material to date. If either the grieving employee or group of employees or the District have requested a hearing, the grievant may be represented by not more than 2 representatives of the Union. The General Manager's representative shall reply to the grievance in writing or a hearing shall be held within 7 working days of the date of presentation of the written grievance. If a hearing is held, the General Manager's representative's response shall be within 7 days following the hearing.

The Union or the District may initiate their grievances at this Step 3 of the grievance procedure. Any grievance by the District against the Union may be filed with the Union President.

**Step 4.** Grievances not settled in Step 3 of the grievance procedures may be referred to arbitration by either party. Request for arbitration shall be made in writing within 7 working days after the General Manager's response is given. An impartial arbitrator shall be selected jointly by the District and the Union within 10 working days of receipt of the request. Each party shall name 1 person each, and these 2 people shall select a third person who shall be Arbitrator. In the event the 2 persons named are unable to agree as to who shall be the Arbitrator, they shall request the California State Conciliation Service to submit a list of 5 arbitrators. Each party shall in turn cross off 1 name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be Arbitrator. At the arbitration hearing the aggrieved employee must be accompanied by employee's Shop Steward and 1 additional Union representative. The Arbitrator shall have access to all written statements and documents relevant to the grievance. The Arbitrator shall render a decision no later than 30 days after the conclusion of the final hearing. Such decision shall be in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Agreement. Copies of the decision will be furnished to both parties.

The arbitration discussion for suspensions of five days will be limited to cause and will not consider the length of the suspension.

The Arbitrator shall have no authority to add, to delete or alter any provision of this Agreement, but shall limit the decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decision in violation of existing law.

**(d)** The fees and costs of the Arbitrator and court reporter for the first 3 arbitration cases held in each 12 month period starting from the effective date of the Agreement shall be paid 60% by the District and 40% by the Union. In any additional arbitration cases held in any such period, such fees and costs shall be equally shared by the parties hereto. Each party shall compensate its own representatives and witnesses, except that the aggrieved employee and the Union Steward shall be on paid District time. Those District employees called as witnesses by the Union shall be on leave-without- pay status.

In case of a grievance involving any money claims against the District, no award shall be made by the Arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the District in writing except in case whereby the employee or the Union due to lack of knowledge could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of 270 calendar days prior to the date the claim was first filed in writing.

**(e) Expedited Arbitration.** By mutual agreement the parties hereto may require the Arbitrator selected pursuant to Article 11.2(c) to follow the rules of the American Arbitration Association regarding Expedited Labor Arbitration. If such arbitrator cannot accept the matter under such conditions, an attempt will be made to mutually agree on another individual or, in the event a list from the California State Conciliation Service had been utilized, the parties shall select an arbitrator from among those on the list in the inverse order that names thereon had been previously stricken.

**11.4** Six and nine month employees who fill temporary positions shall have the right to utilize the grievance procedure during such assignments.

## **ARTICLE 12**

### **Disciplinary Actions**

**12.1 Actions.** The District has a policy of progressive discipline. When the need for disciplinary action arises, disciplinary action will be taken commensurate with the seriousness of the offense. Disciplinary actions may include the following:

- Oral Reprimand
- Written Reprimand
- Suspension
- Demotion (which may include reduction in pay)
- Discharge

**12.2 Grounds.** Employees of the District may be disciplined for just cause, including without limitation, the following causes:

- (a)** Fraud in securing appointment.
- (b)** Incompetence.
- (c)** Inefficiency.

- (d)** Inexcusable neglect of duty.
- (e)** Insubordination.
- (f)** Dishonesty.
- (g)** Drunkenness on duty.
- (h)** Inexcusable absence without leave. An employee who is absent for 3 consecutive work days without notification of valid reason to the District, and has no legitimate reason for not notifying the District for the absence, may be terminated. Any grievance of such termination shall be initiated at Step 3 of the Grievance Procedure. Article 11.2 shall not apply to this section.
- (i)** Conviction for the use or addiction to the use of narcotics or habit-forming drugs or use of narcotics during working hours.
- (j)** Conviction of a felony. A plea or verdict of guilty or a conviction following a plea of nolo contendere, to a charge of a felony, is deemed to be conviction within the meaning of this section.
- (k)** Abusive treatment of the public or other employees.
- (l)** Political activity during working hours or in District uniform or in the name of the District.
- (m)** Willful disobedience.
- (n)** Willful misuse of District property.
- (o)** Participation in work or other activity during leisure hours that impairs the employee's efficiency in the performance of or is incompatible with his or her District duties.
- (p)** Failure to abide by the rules and regulations of the District.
- (q)** Acceptance of any gift for the performance of any activity within the scope of the employee's employment, if acceptance of such a gift is likely to cause any person to reasonably believe that the gift was given for the purpose of improperly influencing the employee in the performance of any official duty.
- (r)** Promulgation of materially inaccurate or false information concerning the District which is of such a nature as to bring discredit to the District.
- (s)** Misrepresentation of oneself as a spokesperson for the District which is of such a nature as to bring discredit to the District.

**12.3 Notice.** In all cases of disciplinary action, except oral reprimand, the District will give prompt notice thereof in writing to the employee and the employee's Steward. There shall be no discharge for cause or otherwise, prior to completion of the Departmental Review.

**12.4 Appeal.** A disciplined employee in the Unit shall have the right of appeal through the Grievance Procedure from disciplinary actions.

**12.5 Reprimand.** Should it be necessary to reprimand an employee, it shall be done, whenever practicable, in a manner that is consistent with good employee relations principles. Reprimands will not go past step three in the grievance procedure. Reprimands will be pulled after one year if no other reprimands occur. In the event of an additional reprimand during this period any existing reprimand will remain in the file for the duration of the subsequent reprimand.

**12.6 Suspension.** No suspension imposed will be longer than five days. The arbitration discussion for suspensions of five days will be limited to cause and not length of discipline.

## ARTICLE 13

### Personnel Files

#### 13.1 Access to Personnel Files.

**(a)** Employee personnel files shall be held in strict confidence by the District and shall be subject to inspection only by officials of the District acting on official District business, the employee or in accordance with the employee's written instructions (which shall be filed in the file) or as otherwise required by law. It shall be the policy of the District to notify all employees of all adverse material (specifically including any material that would adversely affect their performance evaluation or promotability) placed in their personnel files and to discuss with employees such written material upon written request.

**(b)** In the event that a business-inquirer contacts any District supervisor to obtain job reference information on any former or current District employee, the information provided shall be limited to the dates of employment. If the business-inquirer asks for other information, he/she should be required to obtain a signed letter from the employee authorizing their personnel file to be opened by this individual. Upon receipt of a letter by Human Resources, the personnel file will be made available to the business-inquirer.

**13.2 Commendatory Material.** Commendatory material sent to the District regarding an employee's performance by a member of the public, a permanent supervisor or a

permanent employee outside the bargaining unit shall be placed in the employee's personnel file. Lifeguards shall also be covered by this clause.

### **13.3 Removal of Documents.**

**(a) Disciplinary Actions.** At the request of the employee, a written reprimand shall be removed from the employee's personnel file after 1 year from the date of the document provided that no subsequent disciplinary action (including written reprimands) concerning the same conduct has been issued to or taken against the employee. For any discipline other than a reprimand, the documentation stays in the file for three years and shall be removed after three years at the written request of the employee. In the event of additional discipline, any existing discipline will remain in the file for the duration of the subsequent discipline.

**(b) Performance Appraisals.** An employee may request the removal of a performance appraisal that is 5 years or more old, provided that all appraisals prior to that appraisal requested to be removed are also removed.

**13.4** Accident reports will be retained separately from personnel files.

## **ARTICLE 14**

### **Categories of Employees**

**14.1 Categories.** District employees shall be hired in one of the following categories: Regular, Seasonal or Temporary. All employees shall be considered regular with the exception of seasonal and temporary employees.

**(a) Seasonal.** A seasonal employee is an employee hired in those job classifications which are designated seasonal on the basis that predictable, recurring park use during certain times of the year requires the hiring of additional employees in such job classifications to accommodate such additional park use, as provided for in the District's annual budget or by other Board action and designated a seasonal employee by approval of the General Manager.

**(b) Temporary.** A temporary employee is any person employed by the District who is not classified a regular or seasonal employee, hired to fill short-term job openings which are non-recurring and unpredictable.

### **14.2 Seasonal and Temporary Duration.**

**(a)** Seasonal and temporary employees in the classifications listed in Appendix A may be employed for a period not to exceed 999 hours from July 1<sup>st</sup> through June 30<sup>th</sup> of each year. Temporary Park Rangers shall be employed only when the District has exhausted the available pool of furloughed Park Rangers.

(b) The District will provide a listing of temporary employees to the Union every 6 months with date of hire and percentage of time worked.

(c) Seasonal employees hired in classifications included in Appendix A of the Agreement shall be entitled to similar positions in the next season if their performance rating from the previous year was "Outstanding."

**14.3 Part Time.** Part time employee refers to any employee who normally works less than 35 hours per week. A full time employee normally works 35 hours or more per week. Regular part time employees shall accrue vacation and all other benefits afforded full time regular employees on a pro rata basis according to the time such employee actually works in relation to the normal work week for the full time classification.

#### **14.4 Six Month Employees.**

(a) **Re-employment.** Six month employees who complete their first 6 months of employment, which shall be considered probationary, with a performance rating of "Satisfactory" shall thereafter be entitled to re-employment as 6 month employees in available positions without interview unless they terminate their employment by failure to notify the District of their intent to return to work, in any subsequent year.

(b) **Benefits.** Six month employees assigned to job classifications in Appendix A shall be part of the Unit and shall be entitled to benefits hereunder except for limitations described under the Major Medical/Hospital Insurance Plan.

(c) **Salary.** All 6 month employees shall earn salary step increases based on their actual regular service.

#### **14.5 Off Season Temporary Assignments.**

(a) **Eligibility.** Any temporary field positions, except the Fuel Break Crew, for which the qualifications of 6 month Park Ranger suffice shall be filled by 6 or 9 month Park Rangers not currently working. Temporary work on the Fuel Break Crew shall be offered after all other temporary work first to current crew members, other 6 and 9 month Park Rangers next, and to non-employee temporaries should no District employees be willing to take the work. Refusal to work on the Fuel Break Crew or the Roads and Trails Crew shall not be deemed disqualification for unemployment unless a non-employee is hired.

(b) **Dues or Service Fee.** Six month and 9 month employees who fill temporary field positions shall have Union dues or service fees deducted from their pay, while in the temporary capacity, provided the appropriate dues or service fee deduction authorizations are on file.

(c) **Rate.** Six month and 9 month employees who fill temporary positions in the employee's salary range shall be paid at their then current rate.

**14.6 Student Laborers.** The application of the position of Student Laborer is as follows:

(a) **Number of Positions.**

(1) The ratio of Student Laborer positions to 6, 9 and 12 month Park Ranger positions shall not exceed 1 to 5 (District wide).

(2) The number of Student Laborers per park shall not exceed 3.

(3) An additional six Student Laborers may be hired above the District-wide limit provided they are hired:

a. as a roving crew with supervisor or

b. in an assignment other than Operations.

(b) **Park Staffing.** The addition of Student Laborers to a park staff shall not result in the reduction of that park's staff.

(c) **Schedule.**

(1) A Student Laborer shall be employed for no more than 520 hours per season, between the week before Easter through the second weekend in October. The core period of Mother's Day weekend through the weekend after Labor Day, the Student Laborer may work up to 40 hours per week, and during the pre and post core period, may work up to 20 hours per week.

(2) While a park is open to the public, Student Laborers shall not be scheduled to work unless a bargaining unit position employee, other than Park Ranger I, is scheduled to be working.

(d) **Representation.** The Student Laborer position description has been adopted by the Board as a seasonal position and is unrepresented by the Union.

**14.7 Park Ranger Classification.** Effective April 1, 1999, the District will implement the classifications of Park Ranger I and Park Ranger II. The salary range for Park Ranger I will be Range A002. The salary range for Park Ranger II will be Range A010. On April 1, 1999, Park Services Attendants will become Park Ranger I's. PSA and Park Ranger classes cease to exist on April 1, 1999. All employees hired in the classification of Park Ranger on or before March 31, 1999 will be placed in the classification of Park Ranger II.

It is understood that management, pursuant to the management's rights clause, will have sole authority to determine, as vacancies occur in positions filled by Park Ranger II's, to determine whether the vacancy will be filled at the level I or II Ranger.

**14.8 Firefighter Classification.** Effective April 1, 1999, the District will implement the classifications of Firefighter I and Firefighter II. The salary range for Firefighter I will be Range A001. The salary range for Firefighter II will be Range A012. On April 1, 1999, the classification of Firefighter will cease to exist. All employees hired in the classification of Firefighter on or before March 31, 1999, will be placed in the classification of Firefighter II.

## ARTICLE 15

### Performance Appraisals

**15.1 Communication.** Each period to be covered by a performance appraisal shall be preceded by a meeting between the employee and employee's supervisor in which the job expectations are discussed and stated. The District shall make a reasonable effort to inform the employee, in writing, during the rating period, where performance is less than satisfactory.

**15.2 Rating.** Unit performance appraisals will be done using ratings of Unsatisfactory, Improvement Needed, Satisfactory, Above Standard and Outstanding only.

**15.3 Discussion and Signing.** Performance appraisals must be discussed by the supervisor and the employee and signed by the employee before being placed into the employee's personnel file. An employee shall not be required to sign the performance appraisal prior to an appeal. The employee shall indicate disagreement by initialing the "I Disagree" portion of the appraisal.

**15.4 Performance Appraisal Review.** An employee who disagrees with his/her performance appraisal shall first utilize the Departmental Review procedure as provided in Article 11.1(c).

**15.5** Failing agreement at the departmental review meeting, an employee who disagrees with his/her appraisal may grieve starting at Step 2, and up to Step 3 if necessary. The appraisal shall not be placed in the personnel file until the grievance has been settled.

## ARTICLE 16

### Probationary Periods

**16.1 Length of Probationary Periods.** Original and promotional appointments shall normally be subject to a probationary period of 6 months from date of appointment. For other than year round, full time employees such 6 months shall be 6 months of work.

**16.2 Waiver.** The probationary period (16.1 above) will be waived if an individual has been temporary or acting for a single instance of at least 6 continuous and consecutive months in that classification immediately preceding the appointment.

**16.3 Benefit Eligibility.** For purposes of pay and benefits, if an individual has been paid acting pay or temporarily assigned in a classification for 6 months or more during the preceding 12 months (not necessarily continuous or consecutive) and is hired in or promoted to that classification, the employee will begin at the 6 month pay step and be immediately eligible for appropriate classification coverage under the Dental Plan, the Medical Plan, and the Group Life Insurance Plan. All other time related benefits will operate from the date of hire in a permanent classification.

**16.4 Limit.** An employee shall only be required to serve one probationary period when moving within a classification that includes different terms of work (e.g., 6, 9 or 12-month Park Ranger I and II).

**16.5 Reversion.** An employee who does not successfully complete the probationary period of a new position, by reason of failing to meet the work standards of the new position, shall revert immediately to the position which the employee last occupied.

**16.6 Failure to Successfully Complete Probation & Performance Evaluation.**

**(a)** The District may at any time during an employee's original probationary period, in its sole discretion, terminate the employee. Probationary termination or other disciplinary action taken during such original probationary period shall not be subject to the Grievance Procedure set forth in Article 11, except in instances where it is alleged that the District has violated the provision of Article 3.1.

**(b)** The District may at any time during an employee's new position probationary period in its sole discretion, demote the employee in accordance with Article 16.5. Performance evaluations will be made during a new position probationary period after 3 months of service and after 5 months of service and such evaluations will be reviewed with the employee. Except where it is alleged that the District has failed to evaluate and review the employee's performance as set forth above or that the District has violated the provisions of Article 3.1, a demotion during the new position probationary period shall not be subject to the Grievance Procedure set forth in Article 11.

The remedy for a breach of the District's duty to evaluate and review performance shall not include the permanent award of the new position.

(c) If, due to illness, injury or approved leave of absence an employee has not worked the entire probationary period, the District, with the concurrence of the Union, may extend a probationary period for a period which, when added to the time actually worked will not exceed 6 months of work.

**16.7 Notice.** The District shall give a minimum of 2 weeks notice or 2 weeks pay in lieu of notice to any new probationary employee who will be terminated. The District shall give a minimum of 2 weeks notice to any probationary employee who will be demoted for failure to pass the probationary period.

## ARTICLE 17

### Seniority and Layoff

#### 17.1 Seniority.

(a) **District Seniority.** District seniority is defined as the length of continuous paid employment with the District, calculated from the date of original hire, including the probationary period, if any, in a permanent position.

(b) **Classification Seniority.** Classification seniority is defined as the length of continuous paid employment in that classification. For the purposes of this Article 17.1, approved leaves of absence shall not be deemed a break in continuous employment.

(c) **Effective Date of Seniority.**

(1) Newly hired probationary employees shall have no seniority status prior to completion of their probationary period.

(2) Employees who have served 6 months or more in a position prior to appointment (as defined in 16.1) shall have seniority immediately upon appointment in such position.

#### 17.2 Loss of Seniority.

Employees shall lose their seniority for the following reasons:

(a) Discharge.

(b) Resignation.

- (c) Failure to return to work when recalled from layoff as set forth in the recall procedure.
- (d) Failure to return to work after expiration of a formal leave of absence.
- (e) Retirement.
- (f) Layoff for a continuous period of 18 months.

### **17.3 Return to Bargaining Unit.**

- (a) An employee who accepts a position with the District outside the Unit shall have the option to revert to his or her former position for a period of 6 months without loss of seniority or other fringe benefits.
- (b) An employee who accepts a position with the District outside the bargaining unit who is rejected pursuant to Article 16.6(b), except by reason of discharge for just cause, shall have the option to revert to the position most recently occupied prior to the promotion, without loss of seniority or other fringe benefits.
- (c) In the event of (a) or (b) above if the previously held position is occupied, dislocation of employees shall be made in the reverse order of appointments which were made as a consequence of the original promotion. If the previously held position has been abolished, the employee shall have bumping rights based on seniority to a position within the highest classification previously held and dislocations which result thereby shall be treated in the same manner.
- (d) Any employee who has been employed in a District position outside the Unit for a period of more than 6 months may be placed in a position for which the employee meets the minimum qualifications. No current employee shall be transferred, demoted or terminated to create a vacancy for the returning employee.

### **17.4 Layoff.**

- (a) **Procedure.** In the event of reduction in work force, classification seniority shall be the first controlling factor and, within the same classification, seasonal and temporary employees will be laid off before permanent employees. Thereafter, an employee to be laid off may revert to any position or classification previously held and, in such classification, the employee shall be credited with District seniority. Park Craft Specialists, Truck Drivers, and Gardeners who are laid off shall be allowed to bump to Park Ranger (Park Ranger II, effective April 1, 1999), where qualified. No temporary or seasonal employees shall be retained or employed in any job in which layoffs have occurred in the last year until laid off employees have been recalled. The District will rely on its records for the last address of the laid off employee and may remove from the recall list a senior employee who does not

accept recall to work within 10 days after mailing of notification. A copy of such recall notification shall be mailed to the Union for its information.

An employee who is to be or has been, laid off pursuant to this provision shall, based on District seniority, be offered any vacancy then existing or which may occur in an equal or lower classification which the District has determined to fill, provided the employee meets the minimum qualifications of and has prior work experience related to that particular classification. Placement in such a position shall be at the top step but in no event at a higher salary level than the employee's last salary and shall be subject to a three-month probationary period during which time the District may move the employee to layoff status as if the employee were in an original probationary period under the provisions of Article 16.6 (a).

**(b)** The District shall give a minimum of 90 days prior notice in the event of layoff of any regular employee.

**(c)** Upon the request of the Union the District shall meet and confer on alternatives to the layoff.

**(d) Reduction in Park Staffing.** Reduction in total operations employees in a park with Student Laborers (excludes Naturalist and Maintenance Division employees) will be done with reduction of Student Laborers first.

**17.5 Benefits During Layoff.** There shall be no accumulation or payment of fringe benefits during layoff. An employee who is laid off may continue the Group Life Insurance Plan, Medical Plan coverage and Dental Plan coverage by reimbursing the District for the full cost of such benefits so long as the employee retains seniority.

## **ARTICLE 18**

### **Volunteers/Work Crews**

**18.1 Volunteers.** Volunteers should be given specific, structured jobs, and areas of responsibility and authority should be clearly drawn, Volunteer jobs should be overseen by professionals. Assignments should be specific, and, where possible, limited in duration. A volunteer should never fill a vacant job, but should do work which would otherwise not be done.

#### **18.2 Use of Volunteers.**

**(a)** In the event the District is to consider a modification of its volunteer program, the District shall give the Union at least 30 days written notice in advance, and, upon the written request of the Union, shall meet and confer on such modifications.

(b) A Joint Labor/Management Review Board shall review any new proposed or expanded programs defined by Article 18.

(c) Regular employees may routinely work with volunteers.

(d) Volunteers may not replace or fill a job vacated by paid staff for any reason.

### **18.3 Volunteer Categories.**

(a) Volunteer - any person not employed by the District shall be considered to be a volunteer for the purposes of this Article. Volunteers in the District fall into several categories. These include, but are not limited to:

Park Partners (Docents, etc.)

Ongoing Individuals

Limited Duration Individuals (Coast Clean-up, Trail Days)

Limited Duration Groups (Eagle Scouts, School Groups, etc.)

Ongoing Groups (Adopt-a-Beach, Adopt-a-Park)

Committee Members (Trail Council, PAC, etc.)

(b) Community Resource Groups - Any person not employed and who is part of a work-in-lieu-of-confinement program, such as Alternative Work Program (AWP) or organized outside work program shall be considered to be a volunteer for the purpose of this Article. Conservation Corps groups are exempt from the restriction on power tools or equipment.

### **18.4 Supervision of Volunteers.**

(a) Programs or projects undertaken by volunteers or volunteer groups will be assigned to work with District employees. An employee who is assigned to work with, support, and coordinate the on site work activities of three or more volunteers will receive acting pay.

**18.5 Alternative Work Program (AWP).** The Alternative Work Program (AWP) is an agreement between the District, Local 2428 and the counties of Alameda and Contra Costa as follows:

(a) **Coordinator Position (Resource Analyst).** The Coordinator will survey all volunteer programs currently operative, meet with AWP to define the goals of AWP and report on the findings.

(b) **Joint Labor/Management Review Board.**

(1) A joint review board is the appropriate group to review any problems which may arise. Composition will be equal management/labor (2 each) which will leave the grievance as the ultimate appeal.

a. The Joint Committee will be established immediately to review work rules and to review results of the Coordinator's program review.

b. The Joint Board shall have the responsibility to recommend termination of any unsatisfactory programs.

(2) The Coordinator is the non-voting staff to the Review Board.

**(c) Work Rules.**

(1) The current contract language in Article 18, Volunteers, addresses the work rule relationship. Continuation of these rules seems most appropriate. A cap on the number of volunteers supervised by any District employee will be discussed as a part of the review of the work rules by the Joint Committee.

(2) The Board Resolution 1976-11-323 on Volunteers, included in the Public Policies Manual, contains guidelines for volunteers and has been successful in providing a sound basis for volunteer operations since 1976. The Coordinator, using the Agreement and the Manual policy should be able to handle the concerns of the Union.

(3) The level of work anticipated is unskilled and not intended to replace any employees. It is intended to provide for getting work done which otherwise would not get done.

(4) The following work rules are basic to this program, however, they may be revised by action of the Joint Committee.

a. The crew should be involved basically with labor- intensive work that could not normally be completed with a regular park crew.

b. Where possible, projects should be chosen that have some environmental aspects included, such as erosion control or hazard removal or land stewardship work.

c. Projects should be limited in duration to allow access to the crew by all park units.

d. Projects should be repair or improvement only, not service or general maintenance.

e. Projects chosen should be as non-conflicting with Park Ranger duties as possible. The crew is not to be used in lieu of a Park Ranger crew but in addition to it.

The benefits to the District and the Union of securing AWP assistance, under the close supervision of a Coordinator, seem most evident.

## **ARTICLE 19**

### **Job Openings**

**19.1 Posting of Job Openings.** Job openings will be posted on regular bulletin boards for not less than 2 weeks prior to final filing date. See Article 31.10 for notice of job openings to employees on leave. The last day on which applications for the posted job opening will be accepted by the Human Resources Department will appear on the job opening announcement. A copy of the notice of a job opening shall be sent to the Union the day such notice is posted. In the event the District determines not to fill a vacancy, it shall notify the Union in writing within 60 days of the date the position becomes vacant. Temporary job assignments in classifications above Park Ranger II, of 1 month or longer created by in-house employment opportunities, shall be posted whenever possible.

**19.2 Application.** All personnel applying for a promotional job must submit an up-to-date application to the Human Resources Department to determine whether the applicant meets the minimum requirements for the position announced. Rejected applicants may grieve their rejection at the Third Step of the Grievance Procedure. All applicants selected will be scheduled for interview by the promotion Oral Board. Applicants may be required to take and pass skills, written and/or physical examinations in order to qualify for interview or appointment. All skills, written and/or physical examinations to be given shall be included on the job notice posting.

**19.3 List Abolishment.** A promotional list shall be abolished 12 months from the date of the establishment of the list.

**19.4 Request for Job Announcement.** An employee who is interested in other District positions may request to receive a copy of the next job announcement by providing the Human Resources Department with a self-addressed envelope for each position requested.

**19.5 Promotional In-House List.** Permanent employees in the Applicant Classification with a minimum of one year seniority and who meet the minimum qualifications for the Promotional Classification will, upon written request, be placed in a separate hiring pool for the Promotional Classification. This pool will be established at the same time and for the same duration as the standard hiring pool for the Classification. Supervisors may not choose from the second hiring pool until the first hiring pool and the separate in-house pool are exhausted. Positions covered by this section include:

Applicant Classification

Industrial Firefighter  
Office Assistant  
Senior Office Assistant,  
Office Specialist, Office Specialist/  
Reservations  
Alternative Work Program Supervisor

Promotional Classification

Firefighter II  
Senior Office Assistant  
Senior Office Specialist or Secretary  
  
Park Supervisor

**19.6 Union Observer.** The Union shall have the right to 1 non-voting observer at interviews for classifications covered by the Agreement. District shall notify the designated Union Observer 1 week in advance of the interview date in writing.

**19.7 Outside Panelist.** The outside panelist on an interview panel for a classification listed in Appendix A shall not be a former employee except by mutual consent.

**19.8 Interview.** Questions regarding attendance which are asked at employment/promotion interviews will be subject to the following guidelines.

- (a) No records will be shown nor questions asked regarding industrial accidents.
- (b) Questions regarding sick leave will be limited to the previous 3 years and will be asked of both inside and outside applicants. Outside applicants will be requested to bring sick leave records.
- (c) Inside employees may review their record at any time and donations to the Sick Leave Bank will not reflect as usage.
- (d) The interview panel will receive an orientation to use of the records prior to the interview process.
- (e) Should problems arise with implementation of this process at the next employment/promotion interview, the issue may be reopened.

## ARTICLE 20

### Transfers

#### 20.1 Voluntary Transfers.

(a) **Non-Supervisory.** A permanent employee may request a transfer within the same classification to a different work site or unit by making written application specifying the location(s) or unit(s) desired to the Human Resources Department. Such request shall remain active for a period of 6 months. In the event a permanent vacancy arises which the District determines to fill and the vacancy is posted, the

vacancy will be filled by transfer if 3 transfer requests are received or on file. Selection shall be made after consultation with the permanent Supervisor to whom the position reports, from among those employees who have applications on file or who have made such transfer requests within 5 working days from the date the vacancy is posted. Should less than 3 transfer requests be received or on file the Supervisor may select from the transfer requests or the hiring or promotional list. Vacancies created by transfer may be filled from other transfer requests, from hiring or promotional lists or may be left vacant.

**(b) Supervisors.** In the event there are applicants for transfer for the position of Park Supervisor or Supervising Naturalist, a selection shall be made from either the transfer list or the candidate pool from the most recent hiring process to fill the position.

**(c) Restrictions.** An employee who has transferred is precluded from transferring again for 6 months. All new employees are ineligible for voluntary transfer within the first 6 months of employment. All employees who transfer to or are hired in positions of longer or shorter duration are ineligible to transfer within 6 months of the effective date of such change.

**(d) Six Month Employee.** Any 6 month Park Ranger (I or II, effective April 1, 1999) who is required to transfer on April 1st of any year and who is transferred to other than his/her first choice park shall not have been considered to have made a voluntary transfer for purposes of the 6 month transfer restriction.

**(e)** 9 month Naturalists, and 9 month Naturalist Aides will be considered equivalent to 12 month Naturalists, and 12 month Naturalist Aides for purposes of this article.

**(f)** 6 and 9 month Park Ranger II's will be considered equivalent to 12 month Ranger II's, and 6 and 9 month Ranger I's will be considered equivalent to 12 month Ranger I's for purposes of this Article.

**(g)** When a part time clerical position converts to a full time clerical position, the incumbent shall be considered equivalent for purposes of transfer into the upgraded position.

**20.2 Directed Transfer.** Directed transfers will be made only when necessary and in accordance with the following provisions:

**(a) Discussion.** The transfer shall be discussed at least 1 month in advance by the employee, the employee's immediate Supervisor and the first level Supervisor outside the Unit and an explanation of the reason for the transfer shall be given. A Union Steward may attend the discussion at the employee's request.

**(b) Objection.** If the employee objects to the transfer, the transfer shall be considered by a Department Review, which shall be considered Step 2 of the Grievance process for purposes of the time limit, before final action is taken. Among the factors considered in this review shall be the severity of personal or financial hardships, including added transportation costs, and the seniority of the employee.

**(c) Effective Date.** Directed transfers shall not be effective, if a grievance is filed, until completion of the Third Step of the Grievance Process.

**20.3 Temporary Assignment.** If an employee is assigned to work at a site other than the regular work site for 4 days or more per month, the job requirements, for such month, at the regular work site shall be modified to reflect the loss of time available to the employee to complete the assigned work at the regular site.

## ARTICLE 21

### Hours of Work

#### 21.1 Work Week and Work Schedule.

**(a) Work Week.** The basic work week for employees shall consist of 40 hours of 5 consecutive 8 hour days with  $\frac{1}{2}$  hour for lunch, except clerical personnel and other designated classifications shall work  $37 \frac{1}{2}$  hours of 5 consecutive  $7 \frac{1}{2}$  hour days with 1 hour for lunch. The work week will be from 0001 Saturday through 2400 Friday.

**(b) Operations Department and Survey Crew Work Schedule.** In the Operations and Interpretation Department and/or Survey Crew, revision of the work schedule to allow alternatives to the present work schedule of 5, 8-hour days per week, which involves no reduction in total hours worked per pay period, will be considered by the District and the Union under the following conditions:

(1) Following submission of a plan and schedule for the work unit approved by the first level of supervision outside of the bargaining unit.

(2) Should a request for approval of a plan and schedule from the previous year be denied by the first level of supervision outside the bargaining unit, such denial may be reviewed by a Departmental Review.

**(c) Alternative Work Schedule.** In all other work units revision of the work schedule to allow alternatives to the present work schedule of 5, 8-hour days per week (or  $7 \frac{1}{2}$  hour days per week if applicable), which involve no reduction in the total hours worked per pay period, will be considered by the parties following

submission of a plan and schedule for the work unit approved by the first level of supervision outside the bargaining unit.

**21.2 Hours Schedule.**

**(a)** Although most District employees will work a Monday through Friday schedule, the very nature and function of the District requires certain individuals to work unusual hours and work weeks. The District shall post work schedules showing the employee's shift, work days and hours at least 7 calendar days prior to the work period covered. The schedule shall cover a minimum of 1 week. In the event there is a need to change the schedule, the District shall notify the employee of the change as soon as possible but no later than 20 hours in advance of the change. Overtime assignments shall not be considered a schedule change.

Unless notified of a change in schedule as required above, an employee who reports for work as scheduled shall either commence work or receive pay for the previously scheduled hours.

**(b)** Employees scheduled for District required training outside their regularly scheduled shift will have their work schedule changed to accommodate the training hours.

**(c) Work Schedule.** No employee will work more than 5, 8 hour days or 4, 10 hour days in a row unless those days occur within the current work week and so are paid overtime (8 hour example (1)) or unless the extra days in a row result in overtime in the next work week (8 hour example (2)).

e.g., (1) S S M T W T F S S M T W T F  
 X 8 8 8 8 8 (8) X 8 8 8 8 8 X

e.g., (2) S S M T W T F S S M T W T F  
 X X 8 8 8 8 (8) X 8 8 8 8 8

In order to allow for schedule changes to be made (change days off), the Supervisor can schedule an employee for 1 day off. It will not be necessary to schedule 2 consecutive days off when making a schedule change, however, the schedule change must allow the employees the opportunity to work 40 hours in a week,

e.g., Move days off from SS to SM - (1) is OK, (2) is not OK.

e.g., (1) S S M T W T F S S M T W T F S S M T W T F  
 X X 8 8 8 8 X 8 X 8 8 8 8 8 X X 8 8 8 8

e.g., (2) S S M T W T F S S M T W T F S S M T W T F  
 X X 8 8 8 8 X X X 8 8 8 8 8 X X 8 8 8 8

**(d) Alternative Work Week (9 hour work day).** The District shall include 9/80, and 9/75 where 7 ½ hour day is applicable, alternative work schedule as a possible employee option. The option will be available to field employees who have split weekend schedules. The 9/80 and 9/75 alternative schedule shall be available to employees. For illustrative purposes two possible examples of the 9/80 and 9/75 alternative schedules available to employees are shown below:

**9/80 Alternative Work Schedule**

e.g., (1)	S	S	M	T	W	T	F	S	S	M	T	W	T	F	(Friday flex days)
	X	X	9	9	9	9	8	X	X	9	9	9	9	X	
e.g., (2)	S	S	M	T	W	T	F	S	S	M	T	W	T	F	(Monday flex days)
	X	X	8	9	9	9	9	X	X	X	9	9	9	9	

**9/75 Alternative Work Schedule**

e.g., (1)	S	S	M	T	W	T	F	S	S	M	T	W	T	F	(Friday flex days)
	X	X	8.5	8.5	8.5	8.5	7	X	X	8.5	8.5	8.5	8.5	X	
e.g., (2)	S	S	M	T	W	T	F	S	S	M	T	W	T	F	(Monday flex days)
	X	X	7	8.5	8.5	8.5	8.5	X	X	X	8.5	8.5	8.5	8.5	

Subject to lawful accommodation.

Participation to be voluntary by each employee, who will sign an agreement stating such. Employees shall stay on one work schedule for two-months period. Schedule changes can only occur at the end of a pay period.

Alternate work schedule shall not result in additional costs due to overtime, reduction of service levels or delay of needed work.

The District shall have sole discretion on the number of alternate work week configurations allowed at each worksite. This authority will not be subject to the grievance process.

**(e) 10 Hour Day.** The agreements on administration of the 10 hour work schedule are:

- (1) Acting Pay. Assignments of less than 1 full scheduled work week, each day acting to be paid at the prescribed rate.
- (2) Holiday Pay. Employees receive 7 ½ or 8 hours pay for a holiday and may use comp time to make up the extra hours or will be given the opportunity to make up the 2 hours work (at straight time rate).

- (3) Sick Leave. Employees will receive sick leave pay based on the number of straight time hours scheduled to work and the full number of hours will be deducted from their accrued sick leave.
- (4) Vacation. Full hours per day - full charge to accrued (like sick leave).
- (5) Rest Breaks. Will total 2 ½ hours in each 40 hour week.
- (6) Overtime. Contract language applies and fire overtime will commence after completion of scheduled hours.

**21.3 Meal Periods.** All employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Should a full-time employee, on request of employee's immediate Supervisor, work more than 2 hours beyond his or her normal work period, the District will provide a meal allowance for the employee, not to exceed \$11.00. Such allowances will be claimed on the employee's timecard on the day the meal is incurred. In the event of a fire or other emergency situation, a meal will be provided at the District's expense.

**21.4 Rest Periods.** Employees shall be entitled to take a rest period of 15 minutes for each half day of work. Rest breaks will total 2 ½ hours in each 40 hour work week. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. If an employee is required, by direction of his/her Supervisor, to work through their rest period, the employee shall be allowed to take that rest period during the day at a mutually agreeable time. In no case shall an employee be required to forfeit his/her rest period.

**21.5 Clean-up Time.** A 10-minute personal clean-up period at the end of the work day shall be granted to those employees whose job involves contact with dirty or greasy tools or objects.

**21.6 Shift Differential.** A shift differential of 25% shall be paid for all regularly assigned hours in a shift worked after 7:00 p.m. except for the second shift in equipment maintenance.

**21.7 Equipment Maintenance Second Shift.**

**(a)** A second shift in either or both of the equipment shops will consist of no less than 2 Senior Equipment Mechanics and 1 Lead Mechanic. Assignment to the second shift will be by sign-up on a yearly basis. Should more than 2 mechanics wish to work the shift, selection will be the most senior mechanics. Should no mechanics wish to work the second shift, the least senior mechanics will be assigned to the shift.

**(b)** Hours of the shift will be between the hours of 3:00 p.m. to 12:30 a.m. with a half-hour lunch. This will provide at least a half-hour overlap with the day shift to

coordinate the work. The day shift hours will be between the hours of 6:30 a.m. to 4:00 p.m. with a half-hour lunch.

(c) Shift differential pay will be 7.5% for all hours worked on the second shift in the equipment shop.

(d) Sick Leave, Vacation and Holiday hours for employees assigned to the second shift will be treated as hours worked for purposes of application of shift differential pay when more than half the working days of that month are worked on the second shift. Any payout will be at the base, non-shift differential rate. Base, non-shift differential rate shall be used in pension calculations.

(e) When the shift is in operation, the Service Managers will receive a wage increase of 7.5% to maintain the differential between the lead position and the Manager.

(f) Continuation of the shift shall be at the sole discretion of the District.

**21.8 Working Alone.** The District shall make a reasonable effort to avoid scheduling any field employee to work alone after dark, which is defined as ½ hour after sunset.

**21.9 Weekend Schedule.** The District will, when possible, schedule employees so that they have the option of being off one weekend day per month.

**21.10 Voting Time.**

(a) If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the voter to vote.

(b) No more than 2 hours of time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

(c) If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least 2 working days notice that time off for voting is desired, in accordance with the provisions of this section.

## ARTICLE 22

### Wages and Overtime

**22.1 Wages.** Employees shall be compensated in accordance with the rate schedule included in this Agreement and marked Appendix A. The step increases within each classification as set forth in Appendix A are automatic at the designated time in step intervals. An employee shall receive credit for step increases for each month in which the employee is in pay status at least  $\frac{1}{2}$  the normal work days in such month.

#### **22.2 Overtime.**

**(a) Definition.** Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. All overtime shall be paid at  $1\frac{1}{2}$  times the employee's hourly rate.

**(b) Computing Overtime.** For the purpose of computing overtime, all holiday, comp time, sick leave, paid leave and vacation hours for which an employee is compensated, shall be regarded as hours worked.

**(c) Notice.** The District shall give notice 4 hours prior to the end of any employee's regularly scheduled work day to any employee working in the Controller's Office or in the Main Office who is required to work overtime that day.

#### **22.3 Work in a Higher Classification.**

**(a) Acting Pay.** Employees who are designated by the District to work in a higher classification, the duties of which are not a part of the employee's regular classification or designated to substitute for employees in a higher classification, shall be paid an additional \$15 per day, from and including the first day of work in the higher classification, for the first 30 consecutive days of serving in the acting position.

(1) Acting assignments of less than 1 full scheduled work week, each day acting to be paid at the prescribed rate.

(2) Acting assignments which are for a full scheduled work week, acting pay for the week to be as if the fifth day were worked (5 times current rate).

(3) An employee designated by a department head or his/her designated representative, on a temporary basis to a position in a higher classification and who, pursuant to such an assignment, does perform all the significant duties and responsibilities of such position for thirty (30) consecutive days shall be paid at the first step of the higher class or five percent (5%), whichever is greater, effective the thirty-first (31) day of acting employment.

The acting pay can never exceed the maximum authorized pay range of the classification.

**(b) Limitation.** An employee will not be designated to act in a higher classification for more than 6 months if during that period the employee is designated to act at least 9 days each month except when acting to replace an employee who is on leave of absence, sick leave, industrial injury leave of absence or on vacation.

**(c) Acting Supervisor.** During the period April 1 through September 30 when the Park Supervisor or Supervising Naturalist is scheduled for a normal day off and there are 3 or more regularly scheduled employees, an acting supervisor will be designated.

**(d) Long Term Acting Assignments.** An employee may request that his/her supervisor forward a Personnel/Payroll Change Form (PCF) to the employee's Personnel File provided that the employee has been designated on a continuous (consecutive days) basis to act in a higher classification for a period of not less than 5 months.

**22.4 Craft Lead Pay.** Journey level employees who supervise field projects shall be entitled to lead pay of \$15 per day if the following criteria are met:

- (a)** Employee is responsible for the project;
- (b)** Project must be estimated to last or does last 10 working days or more; and
- (c)** Employee must supervise 2 or more journey level staff. The Ranger II, Park Craft Specialist, and the Apprentice positions working in the Maintenance Division shall be considered journey level for the purpose of this article.

**22.5 Call Back Time.** Employees called back from home to work outside of their regularly scheduled shift shall be paid at their overtime rate either (a) actual time on the job plus 1 hour portal-to-portal pay or (b) 2 hours, whichever is greater.

**22.6 Compensating Time.** Any employee may choose compensating time off in lieu of overtime pay. Subject to the requirements and limitations of any law or regulation, compensating time off shall be granted 1 ½ hours for each hour of overtime worked. The use of compensating time requires the prior approval of the employee's immediate supervisor. Accumulation of compensating time off shall be limited to 160 hours.

**22.7 Firefighting Pay.** The overtime firefighting rate will be set at 1 ½ times the equivalent of Firefighter II, Step E and will be paid any District employee (including Supervisory employees) designated to fight fires on District property or on adjacent property, when such fire poses a threat to District property or employees. Payment at such rate commences only after the employee has completed his or her normal work day. This

paragraph does not apply to employees whose primary duty is in the District's fire department.

**(a)** When an employee begins fighting a fire on a regular shift, all continuous hours worked on the fire following completion of the shift shall be at the firefighting rate.

**(b)** When called from home to fight fires, employees shall be paid firefighting rate until the beginning of their regular shift at which time they will be paid their regular straight time rate except when an employee is called from home less than 7 hours following the end of his or her regular shift, all continuous hours worked on the shift shall be at the firefighting rate.

**(c)** All hours worked on fire overtime shall be paid. There shall be no compensating time earned while on fire overtime.

**22.8 Spray Pay Premium.** There shall be a \$13 per day premium for an employee who broadcast sprays chemicals listed under categories "I Danger" and "II Warning" in the District approved chemical list.

**22.9 Time Cards and Paydays.** Employees will be paid every other Friday.

**(a)** Time cards will be turned in on the Friday preceding each payday and will cover the 14-day period ending on that Friday.

**(b)** Pay is computed using hourly rates.

**(c)** Holidays will affect payday.

(1) When Friday is a holiday, payday will be on the preceding Thursday.

(2) When there are 2 holidays in any week, payday will be the Monday following the normal Friday payday.

**(d)** Deductions for monthly type costs (e.g., credit union, union dues, United Fund, etc.) will be made in the first and second payrolls of the month. There will normally be 2 paydays per year which will have no such deductions.

**(e)** Paychecks and direct deposit advices will be mailed directly to the employee's designated mailing address on file. Checks will be mailed on the business day immediately preceding the "pay day" as defined in Article 22.9.

**22.10 Wage Controls.** In the event the Federal Government imposes wage controls which would preclude or reduce any increase in wages or benefits provided by the Local 2428 Agreement, the parties agree to use any exception or appeals process established in conjunction with such controls to achieve permission or approval of the increase as agreed.

If legally possible, all increases provided in the Agreement shall be paid until the appeal is finally determined.

**22.11 Tuition Reimbursement.** For purposes of Career related educational reimbursement only, employees can use up to \$1600 per year, consistent with existing District policy. Effective January 1, 1999. The total cap will remain \$1600.

**22.12 Stand By Pay.** The District and the Union agree to establish a standby system which will pay 2 hours regular pay for each 8 hours on standby. Employees will be required to be reachable by phone or pager, be within one hour of the work site and be in a condition to perform the duties of the position.

**22.13 Special Pay.**

**(a) Contra Costa Trails and Roads and Trails Park Craft Specialists.** Contra Costa Trails and Roads and Trails Park Craft Specialists shall possess a State of California Class A Drivers License and shall receive a 5% pay differential. These positions shall not be eligible for any other Commercial Drivers License Incentive Pay or Acting Driver Pay.

**(b) Naturalist/Volunteer Coordinator.** The Naturalist/Volunteer Coordinator shall receive a 6% salary incentive for all months that he/she is assigned to the duties of coordinator.

**(c) Commercial Driver's Incentive Pay.** Regular employees in the classifications Park Ranger II, Park Craft Specialist, Park Supervisor, Senior Equipment Mechanic, and Farm Technician 1 who maintain a commercial driver's license shall receive annual incentive pay. Employees in other classifications who are approved for participation in the program by their department chief or Assistant General Manager shall receive incentive pay. The annual incentive for obtaining a Commercial Class A License shall be \$800. The annual incentive for obtaining a Commercial Class B License shall be \$400. The incentive shall be included with employee paychecks on or before December 1<sup>st</sup> of each year. Employees shall receive commercial driver acting pay at \$15 for each day they operate equipment requiring a Class A or Class B commercial driver's license.

Class A drivers with less than 40 hours of commercial driving time (inclusive of eight hours of District provided training) in the previous twelve months (November 1 through October 31) may be dropped from the program with the approval of the AGM of Operations.

Class B drivers with less than 30 hours of commercial driving time (inclusive of eight hours of District provided training) in the previous twelve months (November 1 through October 31) may be dropped from the program with the approval of the AGM of Operations.

Employees who qualify for more than one incentive as per this Article and Article 36.6 will receive the incentive which is of most benefit to the employee but not both.

**(d) Supervision of Quagga Mussel Inspection Program.** The Del Valle Park Craft Specialist shall receive a six percent (6%) salary incentive for the coordination of the Quagga Mussel Inspection Program and the supervision of the Del Valle park staff on the regular weekly days off of the Del Valle Park Supervisor in lieu of receiving \$15.00 per day acting pay.

## **ARTICLE 23**

### **Sick Leave**

**23.1 Sick Leave Amount.** Each permanent employee is entitled to sick leave with full pay on a basis of 1 day for each month where the employee is on paid status at least ½ of the working days of that month. Accumulation of such leave is unlimited.

**23.2 Sick Leave Use.** Employees will receive sick leave pay based on the number of straight time hours scheduled to work and the full number of hours will be deducted from their accrued sick leave. Sick leave may be used to prevent loss of pay when absent for:

- (a)** Personal illness or injury.
- (b)** Quarantine in the home or when upon the advice of a physician it appears that the presence of an employee would jeopardize the health of fellow employees.
- (c)** Illness of the immediate family, defined as father, mother, brother, sister, son, daughter, wife, husband, parent-in-law, grandparent, spousal relation or any relative or ward.
- (d)** Visits to doctors, dentists or oculists when appointments are not reasonably available during non-working hours.
- (e)** Pregnancy and childbirth at the 8th month of pregnancy or when the employee has been certified as disabled by a physician.
- (f)** Recuperation after being released from fighting a fire within 6 hours of the beginning of an employee's shift.
- (g)** Addition to Family Death Leave in an amount not to exceed 5 days.

**23.3 Verification of Illness.** Sick leave absence in excess of 3 consecutive work days must be verified in writing by the employee's doctor. In lieu of such medical verification, the Department Head may accept the employee's signed statement concerning the nature of

his/her illness. Supervisors may require a signed statement from the employee explaining the nature of the employee's illness in cases of sick leave absence of 3 days or less.

Where the District has a reasonable basis to believe that an employee's physical condition should preclude returning to work following an absence due to illness or non-industrial injury in excess of 5 consecutive work days, the District may require a physical examination by a physician, who is mutually agreed on by the District and the employee, at District expense. In the event mutual agreement cannot be reached, the parties shall request a reference from the Occupational Health Service.

**23.4 Probationary Employees Sick Leave.** Probationary employees shall accumulate and be entitled to use sick leave credits during their probationary period in the same manner as permanent employees.

**23.5 Sick Leave Use During Temporary Assignments.** Six month and 9 month employees may use accrued sick leave while working temporary assignment.

**23.6 Retirement or Termination.** Employees who retire after 10 years of service shall have the option of being paid for ½ of unused, accrued sick leave up to a maximum of 17 days or utilizing such amount toward extension of service credit as provided in Article 32. Employees who voluntarily terminate after 10 years of service will be paid for one-third of unused, accrued sick leave up to a maximum of 15 days.

**23.7 Notification.** Employees shall diligently attempt to notify their immediate supervisor, the secretary of their Department or the Public Safety Dispatcher, in that order, of their inability to report for work due to illness or injury prior to their regularly scheduled work period.

**23.8 State Disability Insurance Integration.** Any employee who is absent due to personal illness for more than 7 days (or for any period of time if hospitalized) shall apply for State Disability Insurance benefits. Application forms shall be available from Human Resources Department.

The District shall integrate the employee's pay with employee's State Disability benefits in the following way:

- (a) If an employee receives a State Disability Insurance (SDI) check, the employee shall endorse the check to the District and submit it in a timely manner to the Payroll Office in Finance. If an employee receives a State Disability Insurance debit card, the employee shall issue a check to the District in the amount of the deposit from the State and submit it in a timely manner to the Payroll Office in Finance. Each time the SDI office deposits an amount into the debit card account, SDI also mails to the employee a statement of the amount paid. The employee must submit a copy of this statement to Payroll along with the personal check or money order.

(b) The employee must have sick leave, vacation, comp time or sick leave bank to integrate, for the period covered by SDI.

(c) To the extent allowed under law, payroll will subtract the weekly benefit amount equal to the endorsed SDI checks or personal checks or money orders from the employee's normal weekly wage for income tax purposes. The amount necessary to bring the total SDI plus wages to 100% will be integrated from available sick leave, vacation, comp time or sick leave bank balances.

(d) For all SDI payments provided to the District after the employee returns to work, the reimbursement shall be credited to the leave type, which was used by the employee. In the event more than one leave type was used and the employee used sick leave bank hours, the sick leave bank shall be reimbursed ahead of other leave types.

(e) An employee entitled to SDI benefits shall receive in addition thereto such portion of his or her accumulated sick leave as will meet, but not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of 5 days.

**23.9 District Recovery Rights from Third Party.** By accepting payment of salary or wages that accrued during authorized sick leave with pay and in consideration thereof, each employee hereby assigns to the District and agrees to cooperate with the District in all reasonable ways (but at no direct expense to the employee), in recovery by the District, to the full extent possible, any claim the employee may have against any third party for the illness or injury on which such sick leave is based in the nature of loss of earnings resulting from such illness or injury. Furthermore, to the extent legally permissible without prejudice of any right of the employee under the Workers' Compensation laws or insurance, such employee authorizes the District to deduct from the employee's wages or salary, at such time as the employee receives payment therefore, sums equal to payments made under the Workers' Compensation laws or insurance to the employee on account of the illness or injury on which employee's use of sick leave is based. The District agrees that to the extent the District is compensated under this section, equivalent sick leave with pay credits shall be restored to the employee.

**23.10 Status Following Sick Leave.** When an employee has used all personal accrued sick leave, accrued vacation and all sick leave allotted from the sick leave bank, and is still unable to return to work by reason of the illness or injury upon which the personal sick leave was based, such employee's status shall change to that of sick leave without pay until either the employee is able to return to work or the District elects (in its sole discretion) to terminate the employee or the employee resigns, provided, that:

(a) In the event the illness or injury is non-work related, the District shall not act to terminate the employee for 60 days following the change in status to sick leave without pay.

**(b)** In the event the illness or injury is covered by the provisions of Article 30, if the employee's licensed physician certified to the District, in writing, that it is the physician's opinion that the employee will be able to return to full duties within 90 days following the date of change of employment status to that of unpaid leave or 12 months from the date of injury, whichever is greater, then the District shall not terminate such employee unless the employee fails to return to work on or before such date.

Notice of status change to sick leave without pay shall be mailed to the employee with return receipt requested.

### **23.11 Sick Leave Bank.**

**(a)** Upon written request by an employee 10 days of his/her unused credit may be contributed to the sick leave bank each calendar year.

**(b)** Employees who receive payments from the sick leave bank shall be considered as on leave of absence according to Article 31.9(a) for benefit purposes.

**(c)** A Committee of 2 designated by the Union and 2 designated by the District shall administer the program. Committee meetings shall be scheduled during the non-working time of the Union representatives. The following criteria shall control the Committee's consideration of any requests for paid time from the sick bank:

- (1) No employee shall be eligible until the employee has exhausted all paid time off due from the District.
- (2) The nature of the illness or injury and the medical prognosis.
- (3) The financial need of the employee.
- (4) The current balance of credits in the sick leave bank.
- (5) The current or pending demand on the sick leave bank.
- (6) The seniority of the employee.
- (7) The employee's history of sick leave use.

**(d)** A majority decision of the Committee shall be conclusive as to any application for sick leave bank usage. In the event of a deadlock on the Committee the issue may be submitted to the Grievance Procedure under Article 11. In the event of arbitration of the dispute, the arbitrator shall be controlled by the criteria set forth above. In no event shall an employee be denied sick leave bank benefits in an amount equal to that contributed by the employee, provided the sick leave bank has enough hours, and it will not be necessary for an employee to have exhausted

accumulated annual leave prior to request and receipt of the employee's contribution to the bank.

## ARTICLE 24

### Light Duty

**24.1 Light Duty Considerations.** A disabled employee who is on Job Injury Leave or non-work related disability leave, at the request of either the employee or the District, shall be considered for a light duty assignment for a maximum of 1 year under the provisions of Article 31.8 subject to the following conditions:

(a) The injured employee is determined by the District physician to be likely to be able to perform his or her full duties within 1 year.

(b) The injured employee is determined by the District physician to be able to perform the duties of the light duty position in a manner which would not endanger the employee or co-workers.

(c) If the District requests that a disabled employee be considered for a light duty assignment, prior to consideration under Article 31.8 the employee's physician must certify that:

(1) the employee is able to perform the duties of the light duty position in a manner which would not endanger the employee or the employee's co-workers, and

(2) the employee will be likely to be able to perform his/her full duties within 1 year.

**24.2 Salary and Benefit Coverage.** Injured employees who are found to qualify for light duty shall retain the benefits and salary of their original job title for up to 6 months of such light duty assignment. At the completion of 6 months the light duty assignment shall be reconsidered under the provisions of Article 31.8 and if light duty assignment is continued the salary may be reduced by mutual agreement.

## ARTICLE 25

### Vacations

**25.1 Vacation Amount.** Twelve (12) month and nine (9) month permanent employees will accumulate annual vacation credits at the following rates:

- (a) One day per month of service during the first 5 years of continuous service with the District.
- (b) One and one-quarter days per month during the 6th through 10th years of continuous service with the District.
- (c) One and one-half days per month during the 11th through 15th years of continuous service with the District.
- (d) One and three-quarter days per month during the 16th through 20th years of continuous service with the District.
- (e) One and three-quarter days per month each year after 20 years of continuous service, plus 1 additional day for each full year of continuous service with the District in excess of 20 years.

The term "month" as used herein means full calendar month. Except for those cases involving sick leave, a total lapse of service in excess of 1 full calendar month shall break the continuity of service for the purposes of this provision.

**25.2 Use.** Employees will receive vacation pay based on the number of straight time hours scheduled to work and the full number of hours will be deducted from their accrued vacation leave.

- (a) Vacation credit can be used only after it has been earned.
- (b) Probationary employees shall accumulate vacation credits during their probationary period, but may not use such credits until they become permanent employees.
- (c) Vacations will be scheduled in advance with the approval of the immediate supervisor.

**25.3 Limit On Carry-Over.** An employee may not carry-over more than the equivalent of the preceding calendar year's earned vacation credits plus 12 additional days. Any further carry-over of vacation credits must be approved by the Department Head and the General Manager. Excess vacation not approved for carry-over shall be paid.

**25.4 Payout.** An employee who does not wish to carry-over vacation credits shall be paid for them, upon request, at the first pay period in December. Six and 9 month employees shall be eligible for vacation payout the last pay period in September.

**25.5 Schedule.** When 2 or more employees request the same vacation dates, the conflict will be resolved on the basis of seniority. Employees will so schedule their vacations that they do not include more than 2 holidays during the calendar year, except and until each employee in that work unit has had the same opportunity.

Vacations will be scheduled with due regard to seniority, employee preference and the needs of the District. The General Manager reserves the right to limit the annual leave of an employee to a maximum of 2 consecutive weeks during the period May 15 to September 15, so that all employees who desire can take annual leave during this period.

**25.6 Holiday During Vacation.** A paid holiday which occurs during an employee's vacation period may be added thereto or to accrued vacation days.

**25.7 Six Month Employee Vacation Leave.** Six month employees are eligible for 3 days paid vacation leave.

**25.8 Six Month and 9 Month Employee Vacation Credit.** Six month and 9 month employees will be credited with their paid vacation leave 1 month after the beginning of each season. Employees in these classifications who are terminated or resign will be required to reimburse the District for any paid vacation leave they have used which has not been earned. Effective the pay period including January 1, 2013, this provision will be eliminated. Six and nine month employees will accumulate vacation credit in the same method as other regular employees.

## ARTICLE 26

### Holidays

**26.1 Holidays.** The following, and any additional days as the Board of Directors designate, shall be holidays with pay:

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day

Admission Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve (last four hours)  
Christmas Day

Effective January 1, 2012, all employees in the bargaining unit will give up Columbus Day in exchange for César Chávez Birthday.

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
César Chávez Birthday  
Memorial Day  
Independence Day

Labor Day  
Admission Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve (last four hours)  
Christmas Day

**26.2 Schedule.** Whenever any such holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any such holiday falls on a Sunday, the following Monday shall be observed as the holiday. When this occurs, overtime or compensatory time will be provided in accordance with Article 26 for those working the observed holiday.

For only those employees that are regularly scheduled to work weekend days as part of seven day per week operations, when a holiday falls on a Saturday or Sunday, the actual holiday shall be observed rather than the District-observed holiday. When this occurs, overtime or compensatory time will be provided in accordance with Article 26 for those working the actual holiday.

**26.3 Regular Day Off.** When a holiday falls on a regular assigned day off for a permanent employee, such employee shall either be compensated by the addition of 7.5 or 8 hours to his/her compensating time balance or by the payment of an additional 7.5 or 8 hours straight time for that pay period depending on the employee's basic work week as defined in Article 21.1.(a). Employees who wish to take the day after such holiday off, rather than receive such compensation, shall be permitted to do so whenever possible.

**26.4 Holiday During Vacation.** Holidays which occur during an employee's vacation period shall not be charged against vacation time.

**26.5 Limitations.**

**(a)** Except as set forth in 26.3 above, in order to receive holiday pay, the employee must have worked the last scheduled work day and the next scheduled work day if work is available. Holiday pay shall be granted if absence is due to verified personal illness, emergency illness at home, death in the immediate family, hospitalization, injury on the job or any other cause beyond the reasonable control of the employee and accepted by the Department Head.

**(b)** Employees who have holiday work assignments and then fail to report and perform such work for any reason other than those set forth in 26.5 (a) above, shall not receive pay for the holiday.

**26.6 Holiday Work.** Employees who work on a holiday shall receive 8 hours straight time pay plus overtime (paid out at 1 ½ times regular pay) or receive comp time at the same overtime rate for every hour worked that day. Employees who normally work a 9 or 10 hour shift shall have the option to use either comp time, vacation time, or work an additional 1 or 2 hours at straight time to fulfill their normal work week.

**26.7** Permanent 6 month and 9 month employees shall be entitled to holidays occurring during the period of their permanent duty assignment. Six month and 9 month employees are eligible for holiday pay during periods of temporary work.

**26.8 Holiday Pay.** Employees receive 7 ½ or 8 hours pay for a holiday and may use comp time to make up the extra hours or will be given the opportunity to make up the 2 hours work (at straight time rate).

(a) All AFSCME employees scheduled to work the holiday will be scheduled for no more than eight hours. AFSCME employees working flex schedules will be required to complete their timecards in accordance with Article 26.8. Should the District require the employee to work beyond the eight hours scheduled for the holiday, the District will pay overtime (1 ½) for each additional hour worked. The District agrees to maintain the alternative work schedule, in accordance with the Memorandum of Understanding.

**26.9 Lifeguards.** Lifeguards receive holiday pay if they work on the holiday or if they work at least 80 hours in the month during which the holiday occurs, per Article 35.

## ARTICLE 27

### Mileage

**27.1 Conditions.** Insofar as possible, authorized travel on District business shall be by local transit (BART or bus) or by District vehicle. Employees shall not be required to use their private automobile for District purposes. In the event a private automobile is used, the following conditions apply:

(a) The employee must have insurance coverage of not less than the minimum required by the State of California.

(b) The employee's car must be in good mechanical condition.

(c) Use of car must be approved by the Department Head or by the appropriate Supervisor outside the bargaining unit.

(d) The employee must have a valid California driver's license.

**27.2 Rate.** Subject to the above conditions, all employees will be reimbursed for mileage at the current mileage rate set by the Internal Revenue Service per mile driven.

**27.3 Coverage and Exclusions.**

**(a)** Mileage to and from the job site will not be subject to reimbursement except for additional mileage which an employee is required to drive in the course of District business to and from a temporary work assignment which required additional driving greater than between home and the normal base assignment.

**(b)** Reimbursement to an employee may also be made when travel is required by personal car from one area to another after having reported to work at the employee's assigned work area.

## **ARTICLE 28**

### **Uniforms**

**28.1** The existing agreement between the Union and District shall be continued in force for the terms of this Agreement. The parties agree to discuss modifications to the Uniform Agreement. Any changes in the Agreement will be implemented upon agreement of both parties. The current Uniform Agreement will be attached to this agreement as Appendix C.

**28.2** The Uniform Agreement shall be printed in each edition of the District's Central Stores Catalogue.

**28.3** The Uniform Agreement will be modified to document the provision of wearing shorts year-round, based upon current guidelines.

## **ARTICLE 29**

### **Insurance**

**29.1 Medical.**

**(a) Permanent Employees.** The District will maintain Kaiser and Anthem Blue Cross HMO and PPO plans through March 31, 2012. The District will pay up to 135% of the Kaiser rate by category for non-Kaiser medical plan costs in which covered employees are enrolled.

The District will provide CalPERS medical plans to employees effective April 1, 2012. Effective the beginning of the pay period, including April 1, 2012, the District will pay 100% of the CalPERS Kaiser rate, by category (E, E+1, and E+2 or more including domestic partners) for any employee enrolled in the CalPERS Kaiser medical plan. The District will pay up to 100% of the CalPERS Kaiser premium rate by category including domestic partners for CalPERS non-Kaiser medical plan costs in which covered employees are enrolled. Effective January 1, 2010, Employees shall be eligible for medical insurance on the first day of the month following the date of hire.

**(b) Six Month Employees.** Any 6 month employee may continue medical coverage during the period October 1 through March 31 by paying the full cost of such coverage through the District.

**(c) Nine Month and Ten Month Employees.** Full time regular nine month and ten month employees shall receive the same medical benefits as full time regular employees per Articles 10.1 and 29.

**(d)** The District will pay full cost of insurance premiums for employees who work at least 75% of full time reduced work week as per Articles 10.1 and 29.

**(e) Cash in Lieu.** Effective April 1, 2006, an employee may select cash in lieu of medical coverage, provided the employee demonstrates evidence of coverage. An employee eligible for cash in lieu shall receive \$175 per month.

## **29.2 Dental Plan.**

**(a)** The District shall pay the cost of the District's Dental Plan (90–10% co-payment) Delta Dental-DPO, (that provides the Delta Preferred and Premier network, along with current Zenith UCR structure for non Delta dentists) to be administered by Delta Dental for eligible employee and all that employee's eligible dependents, including domestic partners, for each month. This change shall be effective August 1, 2003.

**(b)** The District shall pay the plan cost for Orthodontics (usual, customary and reasonable fee concept) 70%-30% co-payment, \$1,500 maximum per patient (adults and dependents to age 19, including domestic partners). Part-time employees (except for those covered by 29.1(d)) are required to pay a pro-rated share of his/her dental expenses.

## **29.3 Group Life Insurance.**

**(a) Amount.** Each permanent employee shall be covered under the District's Group Life Insurance Plan in an amount equivalent to 1 full year's current wage or salary, such proceeds to be payable to the employee's named beneficiary.

**(b) Notification.** In the event of the death of an employee, the District will inform the employee's beneficiary of the benefits to which they are entitled under the Group Life Insurance Plan.

**29.4 Disability Insurance.** The District will pay for employee coverage under the State Disability Insurance Program.

**29.5 Premium Increase.** Premium increases for the dental and group life plans, during the life of this Agreement, will be paid 100% by the District.

**29.6 Special Fund.** The District shall pay the cost of the contracted employee assistance program for employees.

**29.7 Long Term Disability.** The District shall pay the premium cost for each employee in the current Long Term Disability Plan.

## **29.8 Retirees**

**(a) CalPERS Medical Plans.** Retired employees and their dependents may enroll in a CalPERS Medical plan during open enrollment for coverage eligibility to be effective April 1, 2012. Coverage area and eligibility will be determined by CalPERS. The premium will be paid by the retiree, less the required Public Employees Medical and Hospital Care Act (PEMHCA) employer contribution. Refer to Section 32.8 (c) for a description of the PEMHCA employer contribution.

**(b) American Association of Retired Persons (AARP).** Each employee, upon reaching age 64, and all retired employees will be provided a membership for themselves and their spouse in AARP at District expense.

**(c) Retiree Medical.** As supplemental medical coverage, each retired employee and spouse will be offered one of the following options at District expense, if the employee was hired by the District as a regular employee prior to January 1, 2012:

- (1) Enrollment in the AARP Extended Medicare Supplement (M) or
- (2) Reimbursement, in an amount equal to the amount required to fund the AARP option, of the premium paid by the retiree for medical coverage or
- (3) If enrolled as a retiree in a CalPERS Health Plan, reimbursement will be in an amount equal to the amount required to fund the AARP option less the amount contributed by the District as the Public Employees Medical and Hospital Care Act (PEMHCA) employer contribution. For example, if the amount required to fund the AARP option is \$200 a month and the PEMHCA employer contribution is \$50 a month, the retiree enrolled in a CalPERS Health Plan would receive \$150 a month, as the reimbursement, added to the \$50 PEMHCA amount for a combined benefit total of \$200 per month.

- (4) Re-enrollment or reimbursement, on a yearly basis, will be provided by the District.

Regular employees hired on or after January 1, 2012 will not be eligible for the benefits described above in section (c). Such employees are eligible for the District's Public Employees Medical and Hospital Care Act (PEMHCA) employer contribution when they retire and if they enroll in a CalPERS medical plan. For more details about the PEMHCA employer contribution, please refer to Section 32.8 (c).

**(d) Retiree Life Insurance.** The contributory retiree life insurance amount is \$13,000.

**(e) Retiree Dental.** The Union may secure and present to the District a proposal to extend dental coverage to retirees. Such proposal will be considered provided there is no cost, other than administrative, to the District involved with providing such coverage.

**(f) Supplemental Medical Coverage.**

- (1) The District will pay \$100 per month toward medical premium costs for any employee who works for the District until age 58 and then retires with at least 10 years of service. The District will pay \$200 per month for employees with 20 or more years of service. Service time will be calculated based on time as a "regular" employee. This benefit applies only to those employees who retire on or after January 1, 1999. The benefit will be paid from the age of retirement, beginning no earlier than age 58, up to age 65. The benefit will be discontinued at age 65. Effective June 1, 2003, this benefit shall apply to employees who retire beginning at age 55. The retiree and spouse or domestic partner shall have the option of continuing enrollment in the District offered health plans until age 65 at their own expense. Payments will be made quarterly on the 15<sup>th</sup> of the following months: February, May, August, and November.

- (2) Employees will receive quarterly checks on the first of each of the following months: February, May, August and November.

- (3) If the Employee elects to enroll in a CalPERS Health Plan as a retiree, the amount contributed by the District as the Public Employees Medical and Hospital Care Act (PEMHCA) employer contribution will be deducted from the monthly amount payable as the Supplemental Medical Coverage. Example A: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$50 a month, the employee with at least 10 years of service would receive \$50 a month (\$100 minus \$50) as the Supplemental Medical Coverage amount for that year. Example B: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$50 a month, the

employee with 20 or more years of service would receive \$150 a month (\$200 minus \$50) as the Supplemental Medical Coverage amount for that year. Employees will receive and the District will pay the PEMHCA minimum even if it exceeds the amount of the Supplemental Medical Coverage, if the employee is in the CalPERS Health Plan. Example C: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$250 a month, the employee with at least 10 years of service would not be charged the additional \$150 (\$250 minus \$100). Example D: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$250 a month, the employee with 20 or more years of service would not be charged the additional \$50 (\$250 minus \$200).

**29.9 Dependent Care Flexible Benefit Plan.** The District will provide a Dependent Care Flexible Benefit Plan, and Premium Payment Only Plan (IRS Code Section 125) with 67% of the implementation costs paid by the Union (not administration costs which will be paid by the District).

**29.10 Optional Medical Expense Plan.** The District will provide an Optional Medical Expense Plan (IRS Code Section 125) costs to be paid by the employees who participate.

**29.11 Paid Family Leave.** The contribution for Paid Family Leave shall be paid by the employee.

**29.12 Vision Plan.** The District agrees to provide employees a voluntary vision plan at the cost of the employee effective January 1, 2007.

## ARTICLE 30

### Workers' Compensation and Job Injury Leave

**30.1 Administration.** Permanent employees who have completed their probationary period who are injured on the job will receive Temporary Disability benefits in the amount prescribed by the California Workers' Compensation laws. The District will supplement the eligible injured employees' accounts with regular salary to a dollar amount equal to what 100% of their net pay prior to injury (net pay equals gross salary less required deductions) would have been had they not been injured, providing the employee is abiding by Article 30.2.

Permanent employees who have completed their probationary period shall be eligible for Job Injury Leave. Temporary employees, including 6 month and 9 month employees working as temporaries during their months off, and probationary employees shall not be eligible for Job Injury Leave. Such employees, who are injured on the job and meet the requirements set forth in the California Workers' Compensation laws, will have

their Temporary Disability checks mailed directly to them. Six and 9 month employees who have passed probation shall be eligible for Job Injury Leave during their normal 6 or 9 month work schedule should the injury extend into such work schedule.

**30.2 Job Injury Leave.** Leaves of absence with pay shall be granted permanent employees of the District for up to 6 months while such employee is unable to perform substantially all of the duties of the employee's actual job assignment by reason of injury or disease which arises out of and during the course of the employee's employment by the District, provided that:

(a) The employee's inability to perform is verified in writing delivered to the District by the employee's physician promptly following the injury and a physician appointed and compensated by the District (should the District elect to have its own physician consulted).

(b) The injury or disease is determined to arise out of and during the course of District employment pursuant to Workers' Compensation procedures.

(c) The injury or disease shall be reported in accordance with Workers' Compensation laws on the District's Accident Report form.

(d) The employee's physician states in writing promptly delivered to the District the probable length of time the employee will not be able to perform full duty and the light duty, if any, the employee can, if requested by the District, perform in the interim. It is the employee's responsibility to deliver to his/her immediate supervisor a note from the treating physician stating the employee's work status (full duty, light duty or off duty). If the work status is anything but full duty the note must also include how long it will be until the employee returns to full duty or the date the employee will be reevaluated. It is the employee's duty to provide these notes on a current basis. In order to qualify for Job Injury Leave an employee must provide a doctor's note as indicated above.

(e) Employees who are currently receiving Job Injury Leave pay for an injury covered by Workers Compensation prior to April 1, 2003, shall be entitled to up to one year with pay for said covered injury as provided in the 1998 Labor Agreement Article 30.

**30.3 Job Injury Benefit Accrual.** The employee shall accrue sick leave, vacation and step increase credit while on Job Injury Leave.

When all of employee's Job Injury Leave has been used, the employee may then use any accrued leaves with pay for which such employee qualified in order to remain in a leave-with-pay status. Such leaves will be integrated with Workers Compensation payments similar to the way it is integrated with Job Injury Leave. Thereafter the disabled employee shall be in leave-without-pay status in accordance with the provisions of Article 23.10.

In the event the employee exhausts all Job Injury Leave, sick leave, vacation or comp time and is placed in an unpaid status and is not eligible for light duty assignment, the District agrees to provide up to six additional months of medical and dental benefits for the employee.

**30.4 Recovery.** By accepting payment of salary or wages that accrue during Job Injury Leave and in consideration thereof, each employee in the Unit hereby assigns to the District and agrees to cooperate with the District in all reasonable ways (but at no direct expense to the employee), in recovery by the District, to the full extent possible, any claim the employee may have against any third party for the injury on which such Job Injury Leave is based in the nature of loss of earnings resulting from such injury. Furthermore, to the extent legally permissible without prejudice of any right of the employee under the Workers' Compensation laws or insurance, such employee authorizes the District to deduct from the employee's wages or salary, at such time as the employee received payment therefore, sums equal to payments made under the Workers' Compensation laws or insurance to the employee on account of the injury on which employee's use of leave is based.

## **ARTICLE 31**

### **Leaves of Absence**

#### **31.1 Maternity.**

**(a)** A female permanent employee may request in writing and shall be granted a maternity leave of absence without pay for a period not to exceed 12 months. The employee must make her request at the end of the 6th month of pregnancy. A medical certificate shall accompany the request. The leave must be for a definite period of time. The employee must return at the close of her leave or forfeit her position and her seniority. Maternity leave for employees who are not in active work status shall begin on the date of the child's birth.

**(b)** The District will reimburse the employee for up to 6 months worth of medical premiums provided such employee returns to work with the District at the end of the leave.

**(c)** Employee returning from maternity leave shall be guaranteed an option to return to the same work site.

**(d)** The Special Leave Committee shall consider requests for part-time employment for the 1st year following maternity leave. Such requests must be for a specific duration and specific percent of time worked. For purposes of this Section, Article 14.2 shall not apply.

**31.2 Paternity.** A permanent employee, on request, shall be granted paternity leave without pay for a period not to exceed two, 30-calendar day segments.

**31.3 Civil Leave.** Permanent employees shall be given leave of absence with pay for working time lost when called to serve on petit (not Grand) jury duty or as subpoenaed witnesses. Such employees shall be paid at their regular rate for all working time lost up to 40 hours per week. In consideration of receiving their regular pay, employees shall assign to the District jury or witness fees, excluding transportation reimbursement, received during the same period.

Any permanent employee, not a party to the involved litigation, who is subpoenaed as a witness in an action arising out of the employee's employment with the District during a period when the employee is on leave shall be paid at his/her regular rate for all time spent as required by the subpoena.

**31.4 Family Death Leave.** A permanent employee shall be granted leave with pay for a death in the employee's family. As soon as it is practical, the employee shall notify the first level of Supervisor outside the bargaining unit of the need for family death leave. For the purpose of this section, employee's family is determined as including mother, father, spouse, anyone living in a spousal relationship, sister, brother, son, daughter, grandparent, grandchild, legal ward, mother-in-law, and father-in-law. For relatives residing within 500 miles of the employee's home, up to 3 days may be granted. When the employee is required to travel over 500 miles from his/her home in connection with the death of the family member, up to 5 days may be granted. Requests for such leave shall be made in writing and must be approved by the first level of supervision outside of the bargaining unit. An employee may use up to 5 days of sick leave in addition to family death leave.

**31.5 Military Leave.** Leave with pay shall be approved for up to 30 days per calendar year for a permanent employee under orders for military training duty. Request for such leave must be made in writing to the Department Head and the Human Resources Manager and must include a copy of the orders. In consideration of receiving regular pay, employees shall assign to the District all other remuneration, excluding transportation fees and other subsistence, received for such military training up to the amount of their District salary. The employee will reimburse the District only for days which the employee would have worked but for the military leave. The employee may keep military compensation incurred during non-work time.

Employees involuntarily recalled to active duty shall be granted unpaid leave for the duration of the recall.

**31.6 Educational Leave.** A permanent employee, desiring to return to school on a full-time basis to take a course of study which will directly increase employee's knowledge and skills as a District employee, may apply in writing to the Special Leave Committee for leave without pay in accordance with Article 31.8. No more than 4% of the permanent personnel of a Department may be on educational leave during a given school year, with a

minimum of one person permitted. If more than 4% apply, selection shall be made on the basis of seniority. Such leaves shall be for a period of up to 1 year. An employee taking such a leave will not again be eligible for such leave for a period of 3 years. Such leave shall not be taken during summer session except with consent of the Special Leave Committee.

**31.7 Guaranteed Leave.** The District shall grant a continuous leave of absence of up to 6 months without pay to an employee with 10 or more years of aggregate District service and guarantee a return to the classification held at the time the leave commences. Such leave shall be limited to once each 5 years.

**31.8 Emergency and Special Leaves.**

(a) Requests for periods of leave not to exceed 6 months, shall be submitted to a joint Union-Management Committee comprised of 2 Union and 2 Management representatives which will make a recommendation to the District. In making its recommendation, the Committee shall consider both the interest of the employee and the interest of the District. The Committee shall make its recommendation to the District within 5 working days of receipt of the request, and the District will make its decision within 5 working days of the receipt of that recommendation.

(b) Requests for leave will be submitted in writing as far in advance of the leave date as possible to give the Committee adequate time to make its consideration.

(c) The District, shall, upon request, advise the applicant for leave and the Committee, whether it intends to fill the vacancy or whether no decision has been made to fill the vacancy, for the duration of the leave if granted.

**31.9 Fringe Benefit Coverage During Leaves.**

(a) Benefit coverage shall continue with no change during the first 30 calendar days of any leave under this Article. After 30 calendar days, benefit coverage shall be suspended unless the employee chooses to reimburse the District for the costs of the benefits retained.

(b) For deferred retirement plan purposes, leave time over 30 calendar days under this Article shall only be credited as service time for vesting provided the employee has 10 or more years of service and in no instance shall such leave time be credited for benefit calculation purposes.

**31.10 Seniority and Promotions During Leaves.** An employee on approved leave will retain his/her seniority. He/she will be eligible to participate in promotional examinations. An employee on leave who desires information about promotional examinations and who submits a written request to the District together with a self-addressed envelope will be sent job opening notices. Such notice shall be mailed the same day the job notice is posted.

**31.11** The District's leave policies shall be in compliance with the provisions of the Family and Medical Leave Act and the California Family Rights Act.

**31.12 Paid Family Leave.** Employees taking Paid Family Leave (PFL) shall have the option to use any accrued paid leave, including sick leave, vacation or compensatory time during the one-week waiting period of Paid Family Leave.

Employees shall have the option to integrate any accrued paid leave, including sick leave, vacation or compensatory time with Paid Family Leave. If an employee chooses to integrate paid leave with PFL, the same integration process shall be followed as detailed in Article 23.8 State Disability Insurance Integration.

Employees have the option to use accrued paid sick leave, before utilizing PFL.

Upon exhaustion of PFL, an employee shall be reinstated to the position held when the leave commenced or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

## **ARTICLE 32**

### **Retirement**

**32.1** The District has a retirement plan, the East Bay Regional Park District Employees' Retirement Plan, administered by Transamerica Insurance Company or other provider determined by the District, which is further described in Article 32.2 through 32.7.

**(a)** ONE TIME ELECTION: CALPERS OR EAST BAY REGIONAL PARK DISTRICT EMPLOYEES' RETIREMENT PLAN All miscellaneous employees in active status as of December 29, 2000 had a one-time irrevocable option to transfer to CALPERS from the General Employee Plan described in Articles 32.1 - 32.7 of the MOU or remain in the EBRPD General Employees Plan. Employees who elected to remain in the Transamerica Plan shall continue to receive retirement benefits as described in Articles 32.1 - 32.7 of the MOU. Employees who elected to transfer to CALPERS as well as all new hires on and after December 30, 2000 shall be covered by the CALPERS Plan as described in Article 32.1.

**(b)** Effective December 30, 2000 all regular miscellaneous employees who chose to transfer their retirement coverage from the East Bay Regional Park District Employees' Retirement Plan to CALPERS had all of their District service credit as well as all of their employee contributions with accrued interest transferred to the CALPERS retirement plan. As of that date all of those employees' membership in the East Bay Regional Park District Employees' Retirement Plan was terminated completely and all of their rights and benefits under the East Bay Regional Park District Employees' Retirement Plan were relinquished.

**(c)** All eligible miscellaneous employees hired after December 30, 2000 shall be enrolled in the California Public Employees Retirement System (CALPERS) 2% @ 55 Unmodified Formula, based on the average of the highest 36 consecutive months of compensation, with optional credit for unused sick leave. The administration of this CALPERS plan is done in conformance with statutory requirements and CALPERS policy. Effective October 1, 2004, all eligible miscellaneous employees will receive 2.5% @ 55 Unmodified Formula, based on the average of the highest 36 consecutive months of compensation.

**(d)** For employees covered by the CALPERS retirement system, the District shall make the 7% employee contribution to the retirement plan, and this contribution shall be considered as the employee's contribution. Effective October 1, 2004, the employee shall make a 1% contribution to the 2.5% @ 55 retirement plan. The District will implement IRC 414(h)(2) in order to tax defer the 1% contribution paid by the employee. Effective the pay period which includes January 1, 2012, the employee shall make an additional 1% contribution to the 2.5% @ 55 retirement plan. Effective the pay period which includes July 1, 2012, the employee shall make an additional 2% contribution to the 2.5% @ 55 retirement plan. The IRC 414(h)(2) tax deferral will be available for the additional employee contribution.

**(e)** ONE TIME ELECTION: CALPERS OR EAST BAY REGIONAL PARK DISTRICT EMPLOYEES' RETIREMENT PLAN All Firefighter I and Firefighter II in active status as of December 31, 1999 had a one-time irrevocable option to transfer to CALPERS from the General Employee Retirement Plan.

Effective January 1, 2000 all Firefighter I and Firefighter II shall be covered under the California Public Employees Retirement System ("CALPERS") 2% @ 50 safety plan supplemental formula. The plan also includes the credit for unused sick leave optional benefit, one-year final compensation, and military buyback.

Employees who elected to transfer to CALPERS as well as new hires on and after December 30, 2000 shall be covered by the CALPERS Plan. Effective July 1, 2003, the District will amend its contract with CALPERS to provide all safety members the 3% @ 55 retirement plan. Effective July 1, 2006, the District will amend its contract with CALPERS to provide all safety members the 3% @ 50 retirement plan.

Effective the pay period which includes January 1, 2012, the employee shall make a 1% contribution to the 3% @ 50 retirement plan. Effective the pay period which includes July 1, 2012, the employee shall make an additional 2% contribution to the 3% @ 50 retirement plan. The District will implement IRC 414 (h)(2) for firefighter personnel in order to tax defer the contribution paid by the employee.

**(f)** ONE TIME ELECTION FOR MEMBERS REMAINING IN THE EBRPD GENERAL EMPLOYEE RETIREMENT PLAN. All miscellaneous employees in active status as of October 1, 2006 shall have a one-time irrevocable option to

transfer to CalPERS from the District's General Employee Retirement Plan described in Article 32 of the Memorandum of Understanding between the District and AFSCME, Local 2428. Employees who elect to remain in the EBRPD General Employee Plan shall be eligible to receive retirement benefits as described in Article 32. Employees who elect to transfer to CalPERS on October 1, 2006 shall be covered by the CalPERS Plan as described in Article 32. However, employees electing the transfer shall contribute a 2% employee contribution for the first two years beginning with the pay period that includes October 1, 2006 and continuing for a total of fifty-two pay periods. At the completion of the fifty-two pay periods the employee contribution shall convert to 1%. Both the 2% and 1% employee contribution will be handled on a pre-tax basis. The District shall make the 6% employee contribution for employees who elect the CalPERS retirement system, for the first two years, and this contribution shall be considered as the employee's contribution. After the two-year period, the District will contribute the 7% employee contribution.

**32.2 Contributions.** For employees still covered by the East Bay Regional Park District Employees' Retirement Plan, the District shall make the employee's 8.55% contribution to the retirement plan, and this contribution will be considered as the employee's contribution. Effective the pay period which includes January 1, 2012, the employee shall make a 1% contribution to the EBRPD General Employees' Retirement Plan. Effective the pay period which includes July 1, 2012, the employee shall make an additional 2% contribution to the retirement plan. The District will implement IRC 414(h)(2) for miscellaneous personnel in order to tax defer the contribution paid by the employee.

**32.3 Annual Statement.** For employees still covered by the East Bay Regional Park District Employees' Retirement Plan, the District shall furnish covered employees with an annual statement of the employee's retirement plan status. Employees covered by CALPERS will receive statements from CALPERS.

**32.4 Notification.** In the event of the death of an employee, the District will inform the employee's beneficiary of the benefits to which they are entitled under the Retirement Plan.

**32.5 Sick Leave Credit.** For employees still covered by the East Bay Regional Park District Employees' Retirement Plan, upon retirement an employee's earned but unused sick leave days (less any amount taken in pay) under Article 23.6 shall be added to the employee's credited months of service for the purpose of computing retirement benefits.

Employees covered by CALPERS will receive the Credit for Unused Sick Leave Optional Benefit (Section 20965). Upon retirement an employee's earned but unused sick leave days (less any amount taken in pay) under Article 23.6 shall be converted to service credit for retirement purposes.

**32.6 Domestic Partners.** All spousal pension annuity options will be made available to Domestic Partners for employees still covered by either the East Bay Regional Park District Employees' Retirement Plan or CALPERS.

**32.7 COLA.** For employees still covered by the East Bay Regional Park District Employees' Retirement Plan, District will provide 2% COLA per year beginning at age 70 provision in the pension plan.

**32.8 Medical Benefit.**

(a) The District will pay \$100 per month toward medical premium costs for any employee who works for the District until at least age 58 and retires with at least 10 years of District service. The District will pay \$200 per month to employees who retire at age 58 or older and have 20 or more years of District service. The benefit will continue until the retiree reaches age 65. This benefit applies only to employees who retire on or after, January 1, 1999. The benefit will be paid from the age of retirement, beginning no earlier than age 58, up to age 65. The benefit will be discontinued at age 65. Effective June 1, 2003, this benefit shall apply to employees who retire beginning at age 55. The retiree and spouse or domestic partner shall have the option of continuing enrollment in the District offered health plans until age 65 at their own expense. Payments will be made quarterly on the 15<sup>th</sup> of the following months: February, May, August, and November.

Employees will receive quarterly checks on the first of each of the following months: February, May, August and November.

(b) If the Employee elects to enroll in a CalPERS Health Plan as a retiree, the amount contributed by the District as the Public Employees Medical and Hospital Care Act (PEMHCA) employer contribution will be deducted from the monthly amount payable as the Supplemental Medical Coverage. Example A: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$1 a month, the employee with at least 10 years of service would receive \$99 a month (\$100 minus \$1) as the Supplemental Medical Coverage amount for that year. Example B: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$1 a month, the employee with 20 or more years of service would receive \$199 a month (\$200 minus \$1) as the Supplemental Medical Coverage amount for that year. The Supplemental Medical Coverage payment will decrease in the same increments as the PEMHCA employer contribution increases. Employees will receive and the District will pay the PEMHCA minimum even if it exceeds the amount of the Supplemental Medical Coverage, if the employee is in the CalPERS Health Plan. Example C: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$250 a month, the retiree with at least 10 years of service would not be charged the additional \$150 (\$250 minus \$100), and the retiree would not receive any further Supplemental Medical Coverage payments. Example D: if a retiree elects a CalPERS Health Plan and the PEMHCA employer contribution is \$250 a month, the retiree with 20 or more years of service would not be charged the additional \$50 (\$250 minus \$200), and the retiree would not receive any further Supplemental Medical Coverage payments.

(c) Starting April 1, 2012, the District will contribute \$1 per month as the employer required PEMHCA amount for retirees enrolled in CalPERS medical plans. Beginning in 2012, the monthly contribution amount will increase by 5% each year until the time that the employer contribution for retirees equals the employer contribution paid for employees, which in 2012 is \$112 a month, under the equal contribution method.

**32.9** Effective January 1, 2007, the District agrees to amend its contract with CalPERS to provide Section 21024 Military Service Credit as Public Service and Section 21023.5 Public Service Credit for Peace Corp, AmeriCorps or VISTA buy-back option.

## **ARTICLE 33**

### **Deferred Compensation**

Employees may participate in the ICMA Deferred Compensation program at their option. Employees with 5 or more years of aggregate District service who contribute 4% or more of their base salary to their ICMA Deferred Compensation account in a pay period shall receive a matching contribution paid by the District to their ICMA account of 2% of base salary.

Employees with 10 years or more of aggregate District service may choose, instead of the above option, to contribute 2% or more but less than 4% of their base salary to ICMA and receive a 1% matching contribution paid by the District to their ICMA account.

Employees with less than 5 years of aggregate District service who contribute 2% or more of their base salary to their ICMA Deferred Compensation account in a pay period shall receive a matching contribution paid by the District to their ICMA account of 1% of base salary.

Employees with ten years or more of aggregate District service who contribute 6% or more of their base salary to their ICMA Deferred Compensation account in a pay period shall receive a matching contribution paid by the District to their ICMA account of 3% of base salary.

Effective the pay period including January 1, 2012, employees may continue to participate in the ICMA Deferred Compensation program, at their option, however, the District will stop paying the matching contribution, regardless of the length of service of the employee, starting the pay period including January 1, 2012.

## ARTICLE 34

### Merger

In the event the District merges with another entity and this results in the District becoming the employer of the employees of such entity, the District shall, upon written request of the Union, meet and confer with the Union. Issues concerning coverage of acquired employees by the Agreement and any new classifications for such employees shall be controlled by the provisions of Article 5.5. Any unresolved issues concerning the relative seniority of acquired employees and the District employees may be referred by either party to arbitration under Article 11.

## ARTICLE 35

### Lifeguards

**35.1 Coverage.** It is clearly understood that lifeguards are not subject to the terms and conditions of employment in the agreement; only those outlined in the previously negotiated lifeguard side letter approved by the Board of Directors in Resolution No. 1995-4-95, dated April 18, 1995, and during contract negotiations.

**(a) Wages.** Wages for lifeguard series will be adjusted per the rates in Article 35.2, effective August 1, 1998. The intent of the steps in the series is to pay a returning lifeguard each year at the higher step, i.e., five years of service goes up to step five. A lifeguard will be considered to have completed one year of service in a classification after working for a minimum of 750 hours. Wage increases will be consistent with wages included in Appendix A rated on the same CPI.

**(b) Grievances.** Seasonal employees in the classifications of Lifeguard I, Lifeguard II, Lifeguard III, will have access to the grievance procedure as outlined in Article 11.1 and 11.2 of this agreement. Specifically, lifeguards have the right to grieve matters to Step 3 of the grievance procedure. No grievance rights beyond Step 3 are provided.

**(c) Holidays.** Seasonal employees in the classification Lifeguards will be entitled to receive holiday pay for the holidays which occur during the District's full aquatic season. These holidays will include Memorial Day, Independence Day, Labor Day, Admission Day, and Columbus Day. Lifeguards who work on a scheduled holiday will receive 8 hours of straight time pay for the holiday in addition to regular pay for hours worked on that holiday. Lifeguards who are not scheduled to work on a holiday, but work at least 80 hours during the month in which the holiday occurs, will receive 8 hours of straight time holiday pay.

**(d) Steward.** In addition to the number of stewards authorized in Article 4.5, the Union shall designate two stewards to represent Lifeguards.

**(e) Differential for Instructing.** The District shall pay a 13.8% per hour differential to authorized Lifeguard I, II and III for instructing the public in fee based programs and certification courses to non-lifeguard District staff.

**(f) Overtime Pay.** Lifeguards shall be compensated for overtime work in excess of 45 hours in any work week if authorized in advance by their supervisor. Such overtime shall be paid at one and one-half the employee's regular rate.

**35.2 Lifeguard Wage Rates, effective April 1, 2011:**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<b>Lifeguard I</b>	\$13.64	\$14.01	\$14.39	\$14.76	\$15.38
<b>Lifeguard II</b>	\$16.32	\$16.78	\$17.22		
<b>Lifeguard III</b>	\$19.24	\$19.66	\$20.85		

**ARTICLE 36**

**Industrial Firefighters**

**36.1** The District shall recognize AFSCME as the sole representative for the Industrial Firefighters.

**36.2 Industrial Firefighter Representation.** All those with 2428 job classifications who hold Industrial Firefighter status shall have all rights under the contract while serving in this capacity. Meet and confer with the head of Public Safety to negotiate terms specific to Industrial Firefighter. An agreement will be concluded by the last day in May 1995.

**36.3** Employees in the Unit may participate in the District's Fire Department as Industrial Firefighters and Industrial Fire Officers. It is agreed that there will be no discrimination due to participation in the Industrial Firefighting program. Participation will not exceed 25% in any department. Greater participation may be authorized if a department review concludes that higher levels of participation will not have an adverse impact on the performance of primary work duties by specific title. The District agrees that management will not exercise a screening process at the Department Head level to review applications; however, the District and the Union agree to review this provision within one year to identify and resolve any unintended impacts.

There will be a 25% balanced firefighter participation guideline by park to ensure that actual firefighter distribution corresponds to service demands and minimizes disproportionate staffing impacts on individual parks. Participation by park may exceed the guideline if justified by high service demands. Within the Park Operations Department, where the amended 25% Operations formula does not produce an additional eligible employee at a specific park, and if there is a fire truck assigned to that location, there will be an additional eligible position above what is allowed by the above quota. Within the Maintenance Department - Ineligible titles will be service managers, electricians and plumbers. The 25% participation guideline will apply to the supervisors and staff of the Roads and Trails Crew, the Sanitation Crew, Equipment Shop, and the members of the Trades Crews not mentioned as ineligible, i.e. carpenters, park rangers/laborers, park craft specialists, clerical, etc.

All Industrial Firefighters, as of August 1, 1995, are exempt from the negotiated quotas at the locations that they were assigned to. If, in the future, an Industrial Firefighter transfers to another work site, their eligibility will be exempt from quotas for one year. The exemption may be extended beyond the one year at the District's prerogative.

Because of the current fee for service agreement with the Port of Oakland, all Operations staff assigned to Middle Harbor Shoreline Park will be ineligible to participate in the Industrial Firefighter Program. This restriction will be automatically terminated, if at any point, the District modifies the agreement and elects to fund operation of Middle Harbor Park from the District's General Fund.

**36.4 Uniforms.** Uniforms and personal equipment shall be provided for Industrial Firefighters in accordance with the Fire Department Uniform Policy. Boots will be replaced in accordance with the Fire Department Administrative Policy for boot replacement. NFPA standards are the recognized standards that will apply to personal protective equipment; such standards are recommended to the District's Board of Directors as the District standard.

**36.5 Training.** The District will provide training in compliance with all State and Federal laws. The District will monitor changes in laws and regulations so that new training is implemented or existing training is revised, as required. The District will provide job-required and job-related training relating to Industrial Firefighting responsibilities within current practice.

**36.6 Incentive Pay.** Industrial Fire Lieutenants are required to maintain a valid CA Firefighter Endorsement (F) and will receive an annual incentive of \$800.00. Industrial Firefighters who maintain a valid CA Firefighter Endorsement (F) will receive an annual incentive of \$400.00. The incentive pay will be included with employee paychecks on or before December 1 of each year. Incentives will be prorated when a license is obtained or not renewed after the beginning of the calendar year. Industrial Firefighters are required to attend annual Emergency Vehicle Operations Course (EVOC) training.

**36.7 Promotional List.** Industrial Firefighters who meet the minimum qualifications for the Regular Firefighter classification will, upon written request, be placed in a separate hiring pool for the promotional classification, as stated in Article 19.5.

**36.8 Steward.** In addition to the number of stewards authorized in Article 4.5, the Union will designate one steward to represent Industrial Firefighters.

**36.9 Baseline Medical Examination.** Baseline medical examination/entry-level medical standards will be established by a joint District-Union committee. Baselines for exposure hazards, such as blood and airborne diseases, diseases associated with smoke inhalation, heart stress, etc., will be established for all Industrial Firefighters and Officers.

**36.10 Out-of-County Response.** The District may offer members of the Fire Department the opportunity to participate in Mutual Aid Responses outside Alameda and Contra Costa Counties. Fire Department personnel assigned to fire incidents outside of the District's two counties would be selected under the guidelines set forth within Public Safety Department–Fire Services policy under the authority of the Assistant General Manager, Public Safety.

Fire Department personnel would be compensated under the following categories:

**(a) Regular Duty Time.** Those hours of the specific employee's normal scheduled work time. All hours spent at an out-of-county incident falling within the employee's normal work schedule will be compensated at the employee's standard rate of pay.

**(b) Overtime.** Those hours outside the employee's regular duty time at an out-of-county incident while given an assignment. All hours spent at an out-of-county incident falling within overtime hours will be compensated at overtime firefighter pay or at the specific employee's overtime rate.

**(c) Call Back Time.** Those hours when an employee does not have an assignment at an out-of-county incident, but must still be available to respond to duty at the incident. All hours spent at an out-of-county incident while on call back time will be compensated at one-half the employee's normal rate of pay.

Assignment: Would include firefighting duties, overhead team duties, briefings, time assigned to a staging area, travel time to and from the District to the incident, equipment preparation time at the incident and demobilization.

The District's on-scene fire officer will be responsible for insuring all firefighters assigned to an out-of-county incident complete the required documentation and record their hours correctly on their timecard.

**36.11 Overtime.** Contract language applies and fire overtime will commence after completion of scheduled hours as stated in Article 22.7 and the Board adopted Fire Department Fire Operations Manual 4-16.

## **ARTICLE 37**

### **Successors**

The terms and provisions of this Agreement shall be binding on the successors or assigns of the respective parties to this Agreement.

## **ARTICLE 38**

### **Miscellaneous**

**38.1 Notice.** Wherever written notices are required herein, they shall be given to the addresses provided by the parties.

**38.2 Waiver.** The waiver of any violation, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of any such term or condition.

**38.3 Savings Clause.** If any parts of this Agreement are found to be illegal, such illegality should not in any way invalidate any other parts of this Agreement.

## ARTICLE 39

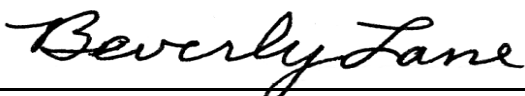
### Term

This Agreement shall become effective as April 1, 2011, and shall continue in full force and effect until expiration at midnight, March 31, 2013.

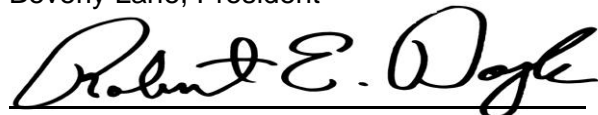
IN WITNESS WHEREOF, the parties have set their hands:

EAST BAY REGIONAL PARK DISTRICT

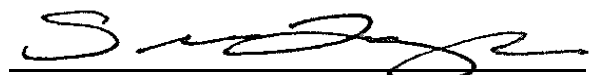
LOCAL 2428, AFSCME



Beverly Lane, President



Robert E. Doyle, General Manager



Susan Gonzales, Human Resources Manager

November 1, 2011

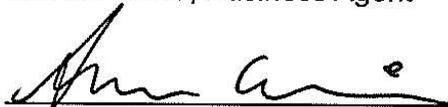
Date



David Kalahela, President



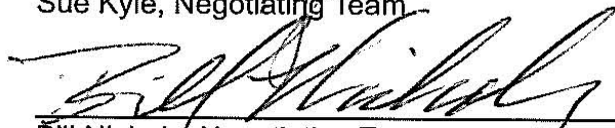
Brenda Wood, Business Agent



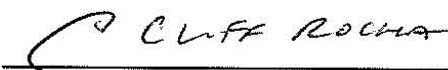
Sharon Corkin, Negotiating Team



Sue Kyle, Negotiating Team



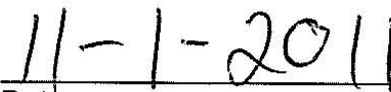
Bill Nichols, Negotiating Team



Cliff Rocha, Negotiating Team



Aileen Theile, Negotiating Team



Date

## **APPENDIX A**

### **Wage Rates**

#### Annual Cost of Living Adjustment

Effective the pay period that includes April 1, 2012, a general increase of 1.0% is authorized.

The District will calculate approximate monthly salaries using an hourly rate that carries out two decimal points (not four).

The District agrees to round up one cent in dropping the third and fourth digits.

Permanent Classification	Start A	6 Months B		1 Year C		2 Years D		3 Years E	
Account Clerk	* \$4,390.75 \$27.02	\$4,486.63 \$27.61	\$4,582.50 \$28.20	\$4,712.50 \$29.00	\$4,780.75 \$29.42				
Accountant/Auditor	* \$4,743.38 \$29.19	\$4,852.25 \$29.86	\$4,954.63 \$30.49	\$5,068.38 \$31.19	\$5,183.75 \$31.90				
Accounting Supervisor	* ** \$4,931.88 \$30.35	\$5,044.00 \$31.04	\$5,154.50 \$31.72	\$5,271.50 \$32.44	\$5,391.75 \$33.18				
Accounting Technician	* *** \$4,390.75 \$27.02	\$4,486.63 \$27.61	\$4,582.50 \$28.20	\$4,712.50 \$29.00	\$4,780.75 \$29.42				
Administrative Aide	* \$4,433.00 \$27.28	\$4,533.75 \$27.90	\$4,628.00 \$28.48	\$4,759.63 \$29.29	\$4,829.50 \$29.72				
Administrative Analyst I	* \$4,910.75 \$30.22	\$5,018.00 \$30.88	\$5,117.13 \$31.49	\$5,232.50 \$32.20	\$5,341.38 \$32.87				
Administrative Analyst II	* \$5,367.38 \$33.03	\$5,510.38 \$33.91	\$5,642.00 \$34.72	\$5,767.13 \$35.49	\$5,889.00 \$36.24				
Alt. Work Prog. Supervisor	** \$4,971.20 \$28.68	\$5,090.80 \$29.37	\$5,203.47 \$30.02	\$5,321.33 \$30.70	\$5,442.67 \$31.40				
Aquatic Assistant		\$4,567.33 \$26.35	\$4,659.20 \$26.88	\$4,756.27 \$27.44	\$4,844.67 \$27.95				
Aquatic Supervisor	** \$5,335.20 \$30.78	\$5,480.80 \$31.62	\$5,603.87 \$32.33	\$5,733.87 \$33.08	\$5,853.47 \$33.77				
Architect	* \$6,651.13 \$40.93	\$6,803.88 \$41.87	\$6,953.38 \$42.79	\$7,115.88 \$43.79	\$7,276.75 \$44.78				
Botanic Garden Supervisor	** \$7,127.47 \$41.12	\$7,306.00 \$42.15	\$7,488.00 \$43.20	\$7,673.47 \$44.27	\$7,864.13 \$45.37				

Permanent Classification	Start A	6 Months		1 Year		2 Years		3 Years	
		B	C	D	E	D	E	D	E
Botanist	*	\$5,367.38 \$33.03	\$5,510.38 \$33.91	\$5,642.00 \$34.72	\$5,767.13 \$35.49	\$5,889.00 \$36.24			
Building/Grounds Aide		\$4,198.13 \$24.22	\$4,276.13 \$24.67	\$4,354.13 \$25.12	\$4,440.80 \$25.62	\$4,515.33 \$26.05			
Carpenter		\$5,293.60 \$30.54	\$5,416.67 \$31.25	\$5,527.60 \$31.89	\$5,648.93 \$32.59	\$5,770.27 \$33.29			
Civil Engineer	*	\$6,651.13 \$40.93	\$6,803.88 \$41.87	\$6,953.38 \$42.79	\$7,115.88 \$43.79	\$7,276.75 \$44.78			
Community Outreach Coord.	*	\$5,216.25 \$32.10	\$5,338.13 \$32.85	\$5,451.88 \$33.55	\$5,573.75 \$34.30	\$5,692.38 \$35.03			
Concession Manager	***	\$3,974.53 \$22.93	\$4,049.07 \$23.36	\$4,125.33 \$23.80	\$4,203.33 \$24.25	\$4,279.60 \$24.69			
Construction Inspector		\$5,466.93 \$31.54	\$5,596.93 \$32.29	\$5,725.20 \$33.03	\$5,848.27 \$33.74	\$5,981.73 \$34.51			
Contract/Encroachment Supervisor	*	\$5,789.88 \$35.63	\$5,945.88 \$36.59	\$6,085.63 \$37.45	\$6,223.75 \$38.30	\$6,357.00 \$39.12			
Custodian	***	\$3,974.53 \$22.93	\$4,049.07 \$23.36	\$4,125.33 \$23.80	\$4,203.33 \$24.25	\$4,279.60 \$24.69			
Data Entry Operator	* **	\$3,974.75 \$24.46	\$4,046.25 \$24.90	\$4,124.25 \$25.38	\$4,205.50 \$25.88	\$4,281.88 \$26.35			
Drafting Technician	*	\$4,977.38 \$30.63	\$5,092.75 \$31.34	\$5,196.75 \$31.98	\$5,318.63 \$32.73	\$5,440.50 \$33.48			

Permanent Classification	Start A	6 Months		1 Year		2 Years		3 Years	
		B	C	D	E	F	G	H	I
Drafting Technician - Survey	\$5,309.20 \$30.63	\$5,432.27 \$31.34	\$5,543.20 \$31.98	\$5,673.20 \$32.73	\$5,803.20 \$33.48				
Ecological Services Coordinator	\$6,074.25 \$37.38	\$6,214.00 \$38.24	\$6,357.00 \$39.12	\$6,504.88 \$40.03	\$6,647.88 \$40.91				
Electrician	\$5,492.93 \$31.69	\$5,619.47 \$32.42	\$5,747.73 \$33.16	\$5,872.53 \$33.88	\$6,006.00 \$34.65				
Electrician's Helper	\$4,562.13 \$26.32	\$4,666.13 \$26.92	\$4,763.20 \$27.48	\$4,893.20 \$28.23	\$4,967.73 \$28.66				
Engineering Supervisor	\$5,746.00 \$35.36	\$5,879.25 \$36.18	\$6,012.50 \$37.00	\$6,150.63 \$37.85	\$6,295.25 \$38.74				
Environmental Graphics/Multi Media Sup	\$6,129.07 \$35.36	\$6,271.20 \$36.18	\$6,413.33 \$37.00	\$6,560.67 \$37.85	\$6,714.93 \$38.74				
Environmental Graphics Spec.	\$5,165.33 \$29.80	\$5,284.93 \$30.49	\$5,401.07 \$31.16	\$5,520.67 \$31.85	\$5,638.53 \$32.53				
Exhibit Supervisor	\$5,551.87 \$32.03	\$5,700.93 \$32.89	\$5,827.47 \$33.62	\$5,962.67 \$34.40	\$6,089.20 \$35.13				
Exhibit Technician	\$5,127.20 \$29.58	\$5,246.80 \$30.27	\$5,357.73 \$30.91	\$5,482.53 \$31.63	\$5,603.87 \$32.33				
Facilities Supervisor	\$5,662.80 \$32.67	\$5,813.60 \$33.54	\$5,943.60 \$34.29	\$6,084.00 \$35.10	\$6,210.53 \$35.83				
Farm Technician I	\$4,407.87 \$25.43	\$4,498.00 \$25.95	\$4,588.13 \$26.47	\$4,681.73 \$27.01	\$4,775.33 \$27.55				

Permanent Classification	Start	6 Months		1 Year	2 Years		3 Years	
	A	B	C	C	D	E	D	E
Farm Technician II	\$4,761.47 \$27.47	\$4,862.00 \$28.05	\$4,959.07 \$28.61	\$4,959.07 \$28.61	\$5,073.47 \$29.27	\$5,182.67 \$29.90		
Farmer	*** \$4,787.47 \$27.62	\$4,898.40 \$28.26	\$5,004.13 \$28.87	\$5,004.13 \$28.87	\$5,122.00 \$29.55	\$5,236.40 \$30.21		
Field/Office Surveyor	\$5,468.67 \$31.55	\$5,619.47 \$32.42	\$5,744.27 \$33.14	\$5,744.27 \$33.14	\$5,876.00 \$33.90	\$6,000.80 \$34.62		
Firefighter I	\$3,113.07 \$17.96	\$3,191.07 \$18.41	\$3,267.33 \$18.85	\$3,267.33 \$18.85	\$3,336.67 \$19.25	\$3,409.47 \$19.67		
Firefighter II	\$4,740.67 \$27.35	\$4,848.13 \$27.97	\$4,950.40 \$28.56	\$4,950.40 \$28.56	\$5,087.33 \$29.35	\$5,160.13 \$29.77		
Fry Cook	*** \$3,620.93 \$20.89	\$3,681.60 \$21.24	\$3,744.00 \$21.60	\$3,744.00 \$21.60	\$3,809.87 \$21.98	\$3,870.53 \$22.33		
Gardener	\$4,407.87 \$25.43	\$4,498.00 \$25.95	\$4,588.13 \$26.47	\$4,588.13 \$26.47	\$4,681.73 \$27.01	\$4,775.33 \$27.55		
Geologist	* ** \$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,551.00 \$34.16	\$5,682.63 \$34.97	\$5,796.38 \$35.67		
GIS Analyst	* \$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,551.00 \$34.16	\$5,681.00 \$34.96	\$5,798.00 \$35.68		
GIS Coordinator	* \$6,108.38 \$37.59	\$6,248.13 \$38.45	\$6,392.75 \$39.34	\$6,392.75 \$39.34	\$6,539.00 \$40.24	\$6,693.38 \$41.19		
GIS Programmer/Analyst	* \$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,551.00 \$34.16	\$5,681.00 \$34.96	\$5,798.00 \$35.68		

Permanent Classification	Start A	6 Months		1 Year		2 Years		3 Years	
		B	C	D	E	F	G	H	I
GIS Technician	*	\$4,395.63 \$27.05	\$4,480.13 \$27.57	\$4,574.38 \$28.15	\$4,671.88 \$28.75	\$4,779.13 \$29.41			
Grants Coordinator	*	\$4,889.63 \$30.09	\$4,996.88 \$30.75	\$5,100.88 \$31.39	\$5,211.38 \$32.07	\$5,318.63 \$32.73			
Graphic Designer	*	\$4,852.25 \$29.86	\$4,956.25 \$30.50	\$5,061.88 \$31.15	\$5,170.75 \$31.82	\$5,279.63 \$32.49			
Heavy Equipment Operator		\$5,427.07 \$31.31	\$5,550.13 \$32.02	\$5,678.40 \$32.76	\$5,803.20 \$33.48	\$5,933.20 \$34.23			
Helicopter Mechanic		\$6,116.93 \$35.29	\$6,253.87 \$36.08	\$6,404.67 \$36.95	\$6,545.07 \$37.76	\$6,695.87 \$38.63			
Human Resources Assistant	*	\$5,232.50 \$32.20	\$5,372.25 \$33.06	\$5,499.00 \$33.84	\$5,624.13 \$34.61	\$5,742.75 \$35.34			
Instrument Person	***	\$4,888.00 \$28.20	\$5,000.67 \$28.85	\$5,094.27 \$29.39	\$5,210.40 \$30.06	\$5,316.13 \$30.67			
IPM Specialist	*	\$6,682.00 \$41.12	\$6,849.38 \$42.15	\$7,020.00 \$43.20	\$7,193.88 \$44.27	\$7,372.63 \$45.37			
IS Network Analyst	*	\$5,746.00 \$35.36	\$5,879.25 \$36.18	\$6,012.50 \$37.00	\$6,150.63 \$37.85	\$6,295.25 \$38.74			
IS Support Technician I	*	\$4,395.63 \$27.05	\$4,480.13 \$27.57	\$4,574.38 \$28.15	\$4,671.88 \$28.75	\$4,779.13 \$29.41			
IS Support Technician II	*	\$5,175.63 \$31.85	\$5,289.38 \$32.55	\$5,396.63 \$33.21	\$5,516.88 \$33.95	\$5,629.00 \$34.64			

Permanent Classification	Start	6 Months		1 Year		2 Years		3 Years		
		A	B	C	D	E	D	E	D	E
Jr. Civil Engineer	*	\$5,334.88 \$32.83	\$5,479.50 \$33.72	\$5,604.63 \$34.49	\$5,734.63 \$35.29	\$5,856.50 \$36.04				
Jr. Drafting Technician	*	\$4,395.63 \$27.05	\$4,480.13 \$27.57	\$4,574.38 \$28.15	\$4,671.88 \$28.75	\$4,779.13 \$29.41				
Jr. Planning Technician	* **	\$4,475.25 \$27.54	\$4,572.75 \$28.14	\$4,658.88 \$28.67	\$4,764.50 \$29.32	\$4,878.25 \$30.02				
Land Acq. Coordinator	*	\$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,682.63 \$34.97	\$5,796.38 \$35.67				
Landscape Architect	*	\$6,293.63 \$38.73	\$6,441.50 \$39.64	\$6,581.25 \$40.50	\$6,735.63 \$41.45	\$6,886.75 \$42.38				
Landscape Architect - Planning/Steward *		\$6,293.63 \$38.73	\$6,441.50 \$39.64	\$6,581.25 \$40.50	\$6,735.63 \$41.45	\$6,886.75 \$42.38				
Lead Mechanic		\$5,479.07 \$31.61	\$5,603.87 \$32.33	\$5,732.13 \$33.07	\$5,856.93 \$33.79	\$5,993.87 \$34.58				
Lead Mechanic/Swing(SH75)		\$5,889.87 \$33.98	\$6,023.33 \$34.75	\$6,162.00 \$35.55	\$6,295.47 \$36.32	\$6,442.80 \$37.17				
Light Equipment Mechanic	***	\$4,562.13 \$26.32	\$4,666.13 \$26.92	\$4,763.20 \$27.48	\$4,893.20 \$28.23	\$4,967.73 \$28.66				
Maintenance and Skilled Trades Supervisor**		\$6,116.93 \$35.29	\$6,259.07 \$36.11	\$6,409.87 \$36.98	\$6,550.27 \$37.79	\$6,695.87 \$38.63				
Mapping Graphics Technician	*	\$4,566.25 \$28.10	\$4,660.50 \$28.68	\$4,762.88 \$29.31	\$4,896.13 \$30.13	\$4,972.50 \$30.60				

Permanent Classification	Start A	6 Months B		1 Year C		2 Years D		3 Years E	
Marina Attendant	***	\$3,974.53 \$22.93	\$4,049.07 \$23.36	\$4,125.33 \$23.80	\$4,203.33 \$24.25	\$4,279.60 \$24.69			
Mechanic's Helper	***	\$4,331.60 \$24.99	\$4,416.53 \$25.48	\$4,499.73 \$25.96	\$4,596.80 \$26.52	\$4,688.67 \$27.05			
Messenger		\$3,972.80 \$22.92	\$4,047.33 \$23.35	\$4,125.33 \$23.80	\$4,203.33 \$24.25	\$4,279.60 \$24.69			
Mine Manager	**	\$7,127.47 \$41.12	\$7,290.40 \$42.06	\$7,458.53 \$43.03	\$7,650.93 \$44.14	\$7,846.80 \$45.27			
Mining Operations Supervisor	**	\$6,423.73 \$37.06	\$6,572.80 \$37.92	\$6,714.93 \$38.74	\$6,877.87 \$39.68	\$7,032.13 \$40.57			
Mining Technician		\$4,728.53 \$27.28	\$4,839.47 \$27.92	\$4,943.47 \$28.52	\$5,047.47 \$29.12	\$5,146.27 \$29.69			
Naturalist		\$4,974.67 \$28.70	\$5,090.80 \$29.37	\$5,200.00 \$30.00	\$5,319.60 \$30.69	\$5,439.20 \$31.38			
Naturalist Aide		\$4,331.60 \$24.99	\$4,416.53 \$25.48	\$4,503.20 \$25.98	\$4,596.80 \$26.52	\$4,686.93 \$27.04			
Office Assistant	*	\$3,763.50 \$23.16	\$3,826.88 \$23.55	\$3,887.00 \$23.92	\$3,960.13 \$24.37	\$4,028.38 \$24.79			
Office Assistant/Membership	*	\$3,763.50 \$23.16	\$3,826.88 \$23.55	\$3,887.00 \$23.92	\$3,960.13 \$24.37	\$4,028.38 \$24.79			
Office Services Assistant	*	\$3,763.50 \$23.16	\$3,826.88 \$23.55	\$3,887.00 \$23.92	\$3,960.13 \$24.37	\$4,028.38 \$24.79			

Permanent Classification	Start	6 Months		1 Year		2 Years		3 Years		
		A	B	C	D	E	D	E	D	E
Office Specialist	*	\$3,952.00 \$24.32	\$4,030.00 \$24.80	\$4,099.88 \$25.23	\$4,176.25 \$25.70	\$4,244.50 \$26.12				
Office Specialist/Reservations	*	\$4,039.75 \$24.86	\$4,112.88 \$25.31	\$4,182.75 \$25.74	\$4,270.50 \$26.28	\$4,346.88 \$26.75				
Painter		\$5,165.33 \$29.80	\$5,284.93 \$30.49	\$5,401.07 \$31.16	\$5,520.67 \$31.85	\$5,638.53 \$32.53				
Painter's Helper	***	\$4,331.60 \$24.99	\$4,416.53 \$25.48	\$4,499.73 \$25.96	\$4,596.80 \$26.52	\$4,688.67 \$27.05				
Park Craft Specialist		\$4,730.27 \$27.29	\$4,837.73 \$27.91	\$4,941.73 \$28.51	\$5,054.40 \$29.16	\$5,146.27 \$29.69				
Park Planner I	*	\$5,271.50 \$32.44	\$5,388.50 \$33.16	\$5,495.75 \$33.82	\$5,617.63 \$34.57	\$5,733.00 \$35.28				
Park Ranger I		\$3,513.47 \$20.27	\$3,572.40 \$20.61	\$3,641.73 \$21.01	\$3,704.13 \$21.37	\$3,754.40 \$21.66				
Park Ranger II		\$4,267.47 \$24.62	\$4,357.60 \$25.14	\$4,444.27 \$25.64	\$4,539.60 \$26.19	\$4,647.07 \$26.81				
Park Supervisor/Hort. Specialist	**	\$5,553.60 \$32.04	\$5,702.67 \$32.90	\$5,834.40 \$33.66	\$5,967.87 \$34.43	\$6,090.93 \$35.14				
Park Supervisor I	**	\$5,177.47 \$29.87	\$5,298.80 \$30.57	\$5,413.20 \$31.23	\$5,538.00 \$31.95	\$5,661.07 \$32.66				
Park Supervisor II	**	\$5,553.60 \$32.04	\$5,702.67 \$32.90	\$5,834.40 \$33.66	\$5,967.87 \$34.43	\$6,090.93 \$35.14				

Permanent Classification	Start		6 Months		1 Year		2 Years		3 Years	
	A	B	C	D	E	F	G	H	I	J
Park Supervisor III	**	\$5,773.73 \$33.31	\$5,915.87 \$34.13	\$6,052.80 \$34.92	\$6,193.20 \$35.73	\$6,354.40 \$36.66				
Park Supervisor IV	**	\$6,037.20 \$34.83	\$6,177.60 \$35.64	\$6,314.53 \$36.43	\$6,463.60 \$37.29	\$6,614.40 \$38.16				
Plumber		\$5,492.93 \$31.69	\$5,619.47 \$32.42	\$5,747.73 \$33.16	\$5,872.53 \$33.88	\$6,006.00 \$34.65				
Preparator's Aide		\$4,331.60 \$24.99	\$4,416.53 \$25.48	\$4,503.20 \$25.98	\$4,596.80 \$26.52	\$4,686.93 \$27.04				
Public Information Representative	*	\$4,852.25 \$29.86	\$4,956.25 \$30.50	\$5,061.88 \$31.15	\$5,170.75 \$31.82	\$5,279.63 \$32.49				
Public Information Supervisor	* **	\$5,851.63 \$36.01	\$5,986.50 \$36.84	\$6,113.25 \$37.62	\$6,254.63 \$38.49	\$6,404.13 \$39.41				
Public Relations Associate	* ***	\$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,682.63 \$34.97	\$5,796.38 \$35.67				
Publications Coordinator	*	\$5,328.38 \$32.79	\$5,474.63 \$33.69	\$5,598.13 \$34.45	\$5,726.50 \$35.24	\$5,850.00 \$36.00				
Recreation Assistant	*	\$4,197.38 \$25.83	\$4,281.88 \$26.35	\$4,368.00 \$26.88	\$4,459.00 \$27.44	\$4,541.88 \$27.95				
Recreation Coordinator	*	\$4,704.38 \$28.95	\$4,808.38 \$29.59	\$4,905.88 \$30.19	\$5,016.38 \$30.87	\$5,115.50 \$31.48				
Recreation Supervisor	*	\$5,001.75 \$30.78	\$5,138.25 \$31.62	\$5,253.63 \$32.33	\$5,375.50 \$33.08	\$5,487.63 \$33.77				

Permanent Classification	Start A	6 Months		1 Year		2 Years		3 Years	
		B	C	D	E	D	E	D	E
Recreation Supervisor	*	\$5,001.75 \$30.78	\$5,138.25 \$31.62	\$5,253.63 \$32.33	\$5,375.50 \$33.08	\$5,487.63 \$33.77			
Reservations Coordinator	*	\$4,910.75 \$30.22	\$5,018.00 \$30.88	\$5,117.13 \$31.49	\$5,232.50 \$32.20	\$5,341.38 \$32.87			
Reservations Supervisor	*	\$5,746.00 \$35.36	\$5,879.25 \$36.18	\$6,012.50 \$37.00	\$6,150.63 \$37.85	\$6,295.25 \$38.74			
Reservations Support Tech.	*	\$4,395.63 \$27.05	\$4,480.13 \$27.57	\$4,574.38 \$28.15	\$4,671.88 \$28.75	\$4,779.13 \$29.41			
Resource Analyst	*	\$5,003.38 \$30.79	\$5,115.50 \$31.48	\$5,219.50 \$32.12	\$5,331.63 \$32.81	\$5,440.50 \$33.48			
Revenue Analyst I	*	\$4,889.63 \$30.09	\$4,996.88 \$30.75	\$5,100.88 \$31.39	\$5,211.38 \$32.07	\$5,318.63 \$32.73			
Revenue Analyst II	*	\$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,681.00 \$34.96	\$5,798.00 \$35.68			
Right Of Way Agent	*	\$6,293.63 \$38.73	\$6,441.50 \$39.64	\$6,581.25 \$40.50	\$6,735.63 \$41.45	\$6,886.75 \$42.38			
Roads & Trails Supervisor	**	\$6,116.93 \$35.29	\$6,259.07 \$36.11	\$6,409.87 \$36.98	\$6,550.27 \$37.79	\$6,695.87 \$38.63			
Sanitation Truck Driver		\$4,775.33 \$27.55	\$4,884.53 \$28.18	\$4,993.73 \$28.81	\$5,097.73 \$29.41	\$5,198.27 \$29.99			
Sanitation/Recycling Supervisor	**	\$5,664.53 \$32.68	\$5,818.80 \$33.57	\$5,945.33 \$34.30	\$6,087.47 \$35.12	\$6,219.20 \$35.88			

Permanent Classification	Start A	6 Months B		1 Year C		2 Years D		3 Years E	
Secretary	*	\$4,270.50 \$26.28	\$4,356.63 \$26.81	\$4,442.75 \$27.34	\$4,541.88 \$27.95	\$4,644.25 \$28.58			
Secretary/Stenographer	***	\$4,480.67 \$25.85	\$4,562.13 \$26.32	\$4,641.87 \$26.78	\$4,737.20 \$27.33	\$4,818.67 \$27.80			
Senior Chief Survey Party		\$6,423.73 \$37.06	\$6,572.80 \$37.92	\$6,714.93 \$38.74	\$6,877.87 \$39.68	\$7,032.13 \$40.57			
Senior Civil Engineering Tech.	* **	\$5,798.00 \$35.68	\$5,931.25 \$36.50	\$6,064.50 \$37.32	\$6,204.25 \$38.18	\$6,344.00 \$39.04			
Senior Construction Inspector		\$6,009.47 \$34.67	\$6,148.13 \$35.47	\$6,283.33 \$36.25	\$6,434.13 \$37.12	\$6,578.00 \$37.95			
Senior Drafting Technician	*	\$5,282.88 \$32.51	\$5,424.25 \$33.38	\$5,551.00 \$34.16	\$5,681.00 \$34.96	\$5,798.00 \$35.68			
Senior Equipment Mechanic		\$5,085.60 \$29.34	\$5,219.07 \$30.11	\$5,342.13 \$30.82	\$5,461.73 \$31.51	\$5,576.13 \$32.17			
Senior Equip Mech/Swing(SH75)		\$5,466.93 \$31.54	\$5,610.80 \$32.37	\$5,742.53 \$33.13	\$5,870.80 \$33.87	\$5,993.87 \$34.58			
Senior Office Assistant	*	\$3,952.00 \$24.32	\$4,030.00 \$24.80	\$4,099.88 \$25.23	\$4,176.25 \$25.70	\$4,244.50 \$26.12			
Senior Office Specialist	*	\$4,270.50 \$26.28	\$4,356.63 \$26.81	\$4,442.75 \$27.34	\$4,541.88 \$27.95	\$4,644.25 \$28.58			
Senior Park Designer	*	\$5,845.13 \$35.97	\$5,986.50 \$36.84	\$6,123.00 \$37.68	\$6,254.63 \$38.49	\$6,394.38 \$39.35			

Permanent Classification	Start	6 Months		1 Year		2 Years		3 Years	
		A	B	C	D	E	D	E	E
Senior Park Planner	*	\$5,845.13 \$35.97	\$5,986.50 \$36.84	\$6,123.00 \$37.68	\$6,254.63 \$38.49	\$6,394.38 \$39.35			
Senior Planner	*	\$5,845.13 \$35.97	\$5,986.50 \$36.84	\$6,123.00 \$37.68	\$6,254.63 \$38.49	\$6,394.38 \$39.35			
Senior Right-of-Way Agent	*	\$6,651.13 \$40.93	\$6,803.88 \$41.87	\$6,953.38 \$42.79	\$7,115.88 \$43.79	\$7,276.75 \$44.78			
Service Manager	** ****	\$6,116.93 \$35.29	\$6,253.87 \$36.08	\$6,404.67 \$36.95	\$6,545.07 \$37.76	\$6,695.87 \$38.63			
Sign Maker's Helper	***	\$4,331.60 \$24.99	\$4,416.53 \$25.48	\$4,499.73 \$25.96	\$4,596.80 \$26.52	\$4,688.67 \$27.05			
Stock Clerk/Driver		\$4,331.60 \$24.99	\$4,416.53 \$25.48	\$4,503.20 \$25.98	\$4,596.80 \$26.52	\$4,686.93 \$27.04			
Stores Supervisor	**	\$5,064.80 \$29.22	\$5,186.13 \$29.92	\$5,293.60 \$30.54	\$5,416.67 \$31.25	\$5,538.00 \$31.95			
Supervising Naturalist I	**	\$5,217.33 \$30.10	\$5,335.20 \$30.78	\$5,451.33 \$31.45	\$5,572.67 \$32.15	\$5,692.27 \$32.84			
Supervising Naturalist II	**	\$5,551.87 \$32.03	\$5,702.67 \$32.90	\$5,829.20 \$33.63	\$5,966.13 \$34.42	\$6,090.93 \$35.14			
Supervising Naturalist III	**	\$5,775.47 \$33.32	\$5,915.87 \$34.13	\$6,052.80 \$34.92	\$6,194.93 \$35.74	\$6,354.40 \$36.66			
Supervising Naturalist IV	**	\$6,037.20 \$34.83	\$6,177.60 \$35.64	\$6,314.53 \$36.43	\$6,463.60 \$37.29	\$6,614.40 \$38.16			

Permanent Classification	Start		6 Months		1 Year		2 Years		3 Years	
	A		B		C		D		E	
Survey Technician	\$4,789.20		\$4,900.13		\$4,998.93		\$5,109.87		\$5,210.40	
	\$27.63		\$28.27		\$28.84		\$29.48		\$30.06	
Switchboard Receptionist	\$3,913.00	*	\$3,978.00		\$4,041.38		\$4,114.50		\$4,182.75	
	\$24.08		\$24.48		\$24.87		\$25.32		\$25.74	
Systems Administrator	\$5,746.00	*	\$5,879.25		\$6,012.50		\$6,150.63		\$6,295.25	
	\$35.36		\$36.18		\$37.00		\$37.85		\$38.74	
System Analyst	\$5,746.00	*	\$5,879.25		\$6,012.50		\$6,150.63		\$6,295.25	
	\$35.36		\$36.18		\$37.00		\$37.85		\$38.74	
Trails Coordinator	\$5,282.88	*	\$5,424.25		\$5,551.00		\$5,681.00		\$5,798.00	
	\$32.51		\$33.38		\$34.16		\$34.96		\$35.68	
Truck Driver	\$4,537.87	***	\$4,628.00		\$4,721.60		\$4,818.67		\$4,917.47	
	\$26.18		\$26.70		\$27.24		\$27.80		\$28.37	
Water Mgmt Assistant	\$4,832.75	*	\$4,930.25		\$5,031.00		\$5,138.25		\$5,258.50	
	\$29.74		\$30.34		\$30.96		\$31.62		\$32.36	
Water Mgmt Supervisor	\$6,074.25	*	\$6,214.00		\$6,357.00		\$6,504.88		\$6,647.88	
	\$37.38		\$38.24		\$39.12		\$40.03		\$40.91	
Water Utilities Maint. Supe.	\$6,116.93		\$6,259.07		\$6,409.87		\$6,550.27		\$6,695.87	
	\$35.29		\$36.11		\$36.98		\$37.79		\$38.63	
Water Utilities Maint. Tech.	\$5,177.47		\$5,298.80		\$5,413.20		\$5,538.00		\$5,661.07	
	\$29.87		\$30.57		\$31.23		\$31.95		\$32.66	
Website Designer	\$4,852.25	*	\$4,956.25		\$5,061.88		\$5,170.75		\$5,279.63	
	\$29.86		\$30.50		\$31.15		\$31.82		\$32.49	

- \* Denotes a 37-1/2 work week position, whereas all other positions are a 40 hour week.
- \*\* Denotes Supervisory position exempt from the Agency shop requirement of Article 2.
- \*\*\*\* Denotes unfilled classifications. Should the District decide to recruit for any of these classifications, COLAs would be negotiated at Meet & Confer.
- \*\*\*\* Service Manager receives 7.5% extra pay (shift differential) while there is a second shift. If the second shift is eliminated the Service Manager position will revert back to Crew Supervisor level.

**AFSCME APPRENTICE SALARY STRUCTURE**

	Start	1 Year	2 Year	3 Year	4 Year
	A	B	C	D	E
<b>Carpenter Apprentice</b> (Four year apprentice program)	\$4,208.53 \$24.28	\$4,407.87 \$25.43	\$4,588.13 \$26.47	\$4,816.93 \$27.79	\$5,021.47 \$28.97
<b>Electrician Apprentice</b> (Four year apprentice program)	\$4,331.60 \$24.99	\$4,537.87 \$26.18	\$4,763.20 \$27.48	\$5,000.67 \$28.85	\$5,210.40 \$30.06
<b>Environmental Graphics Specialist Apprentice</b> (Four year apprentice program)	\$4,331.60 \$24.99	\$4,537.87 \$26.18	\$4,721.60 \$27.24	\$4,953.87 \$28.58	\$5,165.33 \$29.80
<b>Equipment Operator Apprentice</b> (Three year apprentice program)	\$4,331.60 \$24.99	\$4,721.60 \$27.24	\$5,059.60 \$29.19	\$5,427.07 \$31.31	
<b>Painter Apprentice</b> (Three year apprentice program)	\$4,331.60 \$24.99	\$4,608.93 \$26.59	\$4,888.00 \$28.20	\$5,165.33 \$29.80	
<b>Sr. Equipment Mechanic Apprentice</b> (Four year apprentice program)	\$4,170.40 \$24.06	\$4,366.27 \$25.19	\$4,541.33 \$26.20	\$4,764.93 \$27.49	\$4,967.73 \$28.66

**Rates Effective March 27, 2010**

## **APPENDIX B**

### **Letter of Understanding**

#### Counseling Memo

This constitutes a letter of understanding between the East Bay Regional Park District (the District) and Local 2428 of the American Federation of State, County and Municipal Employees (AFSCME), hereinafter referred to as the Union.

The purpose of this Letter of Understanding is to clearly articulate an understanding of the meaning and purpose of a counseling memo. A counseling memo is a written document given to an employee by a supervisor or manager. The purpose of a counseling memo is to instruct or counsel an employee regarding performance or conduct. The intent of a counseling memo is to be corrective rather than disciplinary. The intent of this type of memo is to document and bring to the attention of an employee an area of concern by supervision, without having the counseling memo be placed in the employee's District personnel file unless there is a repetition of the behavior which requires further action such as a letter of reprimand, or other form of disciplinary action.

To this end, the parties agree to the following as listed below.

- 1) The District has a right to give counseling memos to employees pursuant to the management rights clause of the Agreement between the Union and the District. This right is limited only by those guidelines outlined in this letter of understanding.
- 2) A counseling memo will not be placed in an employee's District personnel file, except as outlined below.
- 3) The employee will be given a copy of any counseling memo. The supervisor or manager who writes the counseling memo will keep a copy in a working file.
- 4) At the request of the employee the counseling memo will be removed from the working file on year from the date it is dated provided that no subsequent counseling memos, reprimands or other discipline regarding similar performance or conduct have been received by the employee during the one year period.
- 5) It is understood and agreed to by the parties that a counseling memo can be placed in an employee's District personnel file as a history, addendum, or attachment to a reprimand or other disciplinary action if said action occurs regarding similar performance or conduct within one year of the issuance of a counseling memo.
- 6) It is understood and agreed to by the parties that the District has a right to take disciplinary actions without first having issued a counseling memo. Such actions and appeals will be consistent with the agreement between the Union and the District.

For the District:

/s/ Bill McLeod

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Bill McLeod  
Human Resources Manager

/s/ David Clovis

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David Clovis  
Labor/Risk Manager

Dated: 8-30-96

For the Union:

/s/ George Allison

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George Allison, President  
Local 2428

/s/ Sharon Corkin

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Sharon Corkin, Secretary  
Local 2428

Dated: 8-30-96

## **Letter of Understanding**

### Article 14.1 Categories

The East Bay Regional Park District and its union AFSCME, Local 2428, have agreed to change Article 14.1 Categories, by deleting the word “permanent” and inserting the word “regular” in its place. It is agreed that this action does not change any legal protections that employees currently have; nor does said change constitute any material change in contract or District policy interpretation or employee benefits and that the word “regular” is synonymous with the word “permanent” and the change is merely an attempt to make the language more contemporary.

Dated: May 16, 2006

## **APPENDIX C**

### **EAST BAY REGIONAL DISTRICT AND LOCAL 2428, AFSCME, AFL-CIO**

#### **Uniform Agreement**

##### **I. PURPOSE**

This agreement is made for the purpose of providing uniforms for all special Park District employees.

##### **II. AGREEMENT**

Identifying work clothing will be provided at District expense to employees working in Park Maintenance and Operations. Employees who receive the clothing allowance will be required to wear a presentable uniform at all times during their working hours. The District recognizes the need to provide employees with functional clothing suitable to their assigned duties and will provide a supply system that insures quality uniforms with timely delivery.

##### **III. PRESCRIBED UNIFORMS**

Prescribed uniforms and conditions related to the uniforms are identified by classification for Maintenance and Operations, Naturalists, and other special classifications. Uniform descriptions are attached and are considered as a part of this Agreement.

##### **IV. PROCEDURE**

A. Basic uniform clothing will be available through Central Stores. Individual employees may purchase clothing outside the Central Stores system at their own expense or with the Credit Allowance described in the Park Maintenance and Operations Classification section of this Agreement.

B. Safety items will be provided upon request with the supervisor's approval.

C. Specialized equipment (rain gear, hip boots, etc.) will be provided on "as needed" basis with the supervisor's approval.

##### **V. SPECIAL CONDITIONS**

A. It is understood that there is no connection between this policy and the annual cost-of-living raise in Appendix A of the current Labor Agreement.

B. Employees are responsible for laundering, and exercising care to preserve their uniforms.

C. Uniforms need not be spotless, in perfect condition, nor absolutely without wrinkles; however, uniforms must be neat and presentable to reflect a professional approach in performing public duties.

D. Replacement of prescribed clothing beyond the annual allocation will be the employee's responsibility except for damaged property which is approved for replacement by the Central Stores Supervisor. Damaged garments will be sent to Central Stores with the approved Central Stores Uniform requisition.

E. This Agreement will be effective October 1, 1998 and continue until revised by the parties.

## PARK MAINTENANCE AND OPERATIONS CLASSIFICATIONS

### I. CLASSIFICATIONS

The following classes are considered to be Park Maintenance and Operations classifications: Farmer, Farm Tech I/II, Building/Grounds Aide, Laborer, Park Ranger I and II, Stock Clerk/Driver, Stores Supervisor, Park Supervisor, Gardener, and Park Craft Specialist.

### II. BASIC UNIFORM

The basic uniform is jacket, long pants, shirt and name tag. This uniform must be available at the work site for each day an employee reports to work.

### III. UNIFORM ALLOWANCE

A. A uniform allowance will be provided for each employee each calendar year for use that year.

B. The uniform allowance in each calendar year shall be determined based on the cost of the uniforms issued through Central Stores and will be:

2006 (and thereafter)

- |    |                   |       |
|----|-------------------|-------|
| 1. | 12 month employee | \$235 |
| 2. | 9 month employee  | \$235 |
| 3. | 6 month employee  | \$235 |

C. The uniform allowance may be used to receive uniforms issued through Central Stores, may be used to receive some uniforms through Central Stores with the balance used to purchase approved Options or may be used to secure approved uniforms and options outside the Central Stores system.

D. The Credit Allowance will be reimbursable to the employee upon submittal of an expense account form, approved by the supervisor, to Central Stores for tracking and approval. Expense Report Forms will contain only requests for uniform purchase reimbursement and should not be combined with other expense reimbursement requests.

Special Note: Items C and D of this procedure will hold true for the Naturalists as well as the Maintenance and Operations personnel listed above.

### IV. DISTRICT REQUIRED ITEMS

- |    |        |    |            |
|----|--------|----|------------|
| 1. | Jacket | 3. | Long pants |
| 2. | Shirt  | 4. | Name tag   |

V. OPTIONS

A. The District Options will meet Uniform Standards as described in this Agreement.

B. Options include:

- |                       |                   |
|-----------------------|-------------------|
| 1. Tee Shirts*        | 9. Windbreaker    |
| 2. Hat or Cap         | 10. Sweatshirt    |
| 3. Coveralls          | 11. Belt          |
| 4. Vest               | 12. Shorts**      |
| 5. Class "A" Shirt    | 13. Belt Buckle   |
| 6. Turtleneck Shirt   | 14. Polo Shirt*** |
| 7. Maternity Clothing | 15. Boots****     |
| 8. Sweater            |                   |

VI. SPECIAL CONDITIONS

A. For uniform options which require District patches, employees will receive patches and have such patches attached to conform with basic issues (3/4" below the left shoulder seam). Options requiring the patch include shirt, jacket, coveralls, maternity clothing shirt, and sweatshirt.

B. Class "A" shirts for supervisory employees may be required for formal District meetings or in major public contact situations. In recognition of this requirement, supervisors are entitled to be issued one Class A shirt each year in addition to their standard allotment.

C. Employees may purchase extra uniforms at their own expense through Central Stores.

\* D. T-shirts are a part of the Uniform Agreement. They may be worn as an acceptable outer garment when maintenance activities are expected to be performed. The tan, uniform shirt will be worn during highly visible public contact situations, such as conducting campground checks, making public presentations, and adjusting a complaint.

\*\* E. Shorts may be worn with the approval of the Park Supervisor. Park Supervisors should exercise good judgment when deciding whether to allow an employee to wear shorts by considering the anticipated work assignment and safety concerns. Employee safety and the protection of the employee will be the primary concerns for a supervisor in determining whether shorts are appropriate attire for a particular work assignment. Park Supervisors should list in the Park Operating Guide those work tasks that are not acceptable to wear shorts at anytime.

\*\*\* F. District-issue polo shirts are acceptable to be worn as the basic uniform in lieu of the District-issue shirt.

\*\*\*\* G. Employees who have completed at least one year's permanent employment with the District may purchase or resole boots out of the unused portion of their annual

Uniform Allowance; however, the purchase of boots will not sacrifice an employee's ability to maintain a neat and presentable basic uniform. Boots must meet the specifications described under Section VII. Boots are the normal footwear for daily work tasks. Exceptions are office work, training (when not required to be worn as part of the training), and other tasks specified by the Park Supervisor. The Uniform Committee will meet during 1999 to evaluate the boot purchase program. Park Supervisors should exercise good judgment when deciding whether to allow an employee to wear other footwear by considering the anticipated work assignment and safety concerns. Employee safety will be the primary concern for supervisors in determining whether other footwear is appropriate for a particular work assignment. Park Supervisors should list in the Park Operating Guide those work tasks for which wearing footwear other than boots is unacceptable at any given time. Boots that are defective or worn to the extent that their ordinary use creates the possibility of foot injury must be replaced.

#### H. Central Stores Operations

1. Uniforms issued from Central Stores are exchangeable or may be returned for credit in the same year they are purchased. Uniforms purchased from Central Stores in previous years may be exchanged garment for garment, only, with paper work for the return and requested items signed by the Supervisor.
2. Uniform try-on is by arrangement on weekdays.
3. Employee's uniform allowance will be tracked by Central Stores. A phone call or email to Central Stores will provide the current status of each individual's uniform allowance.
4. Uniform issue will begin January 1st each year.
5. Name Tags will be a choice of Name and Classification or Classification only, issued through Central Stores.
6. Uniform allowance will be for use in the calendar year only and will not be carried over from year to year.

#### VII. UNIFORM DESCRIPTION

- A. Shirt
  1. Tan color. Long or short sleeves optional.
  2. Class "A" or District-issue shirt.
- B. Pants: dark green, work style
- C. Jacket: dark green
- D. Shoulder Patch - shall be sewn on left sleeves of shirts, coveralls and jackets - 3/4" below shoulder seam (free replacement available).
- E. Name Tag - Standard issue will be provided by the District to be worn on the right side of the shirt above the pocket. Employee will have the option of:
  1. Name and Classification
  2. Classification only
  3. Brass with black letters

F. Hat or Cap - standard issue will be provided by the District. Other hats may be worn; however, the hat or cap may not have advertising or symbolism attached or inscribed.

G. Tee shirts - standard issue will be provided by the District.

H. Coveralls - dark green or tan.

I. Vest - dark green or tan. Vest may only be worn with and when a District uniform standard or class "A" shirt is worn.

J. Belt and belt buckle - black or brown belt. No belt buckles may advertise a product or a cause. Beginning in 1999, a District insignia buckle will be available through Central Stores.

K. Maternity clothing - dark green or tan.

L. Windbreaker - dark green or tan

M. Sweatshirt - dark green or tan

N. Sweater - dark green or tan

O. Turtleneck Shirt

P. Shorts- dark green or tan, mid-thigh length

Q. Polo Shirt - standard issue will be provided by the District.

R. Boots - will be leather or leather/suede, work or field style, at least 6" in height, with an aggressive (Vibram or equivalent) sole, and of neutral color.

## SPECIAL CREWS AND OTHER JOB CLASSIFICATIONS

### I. CLASSIFICATIONS

The following crews and classifications are covered by this section: Trades and Construction, Roads and Trails, Equipment Maintenance, Sign Shop, Sanitation, and permanent Fire Fighters.

### II. UNIFORM ISSUE

A. Trades and construction, Sanitation, Fire Fighters, Roads & Trails Crew and Sign Shop crew will receive the same uniform as Park Maintenance and Operations classifications.

B. Mechanics will be provided coveralls weekly through contracted coverall service. An annual allowance of \$100 will be available for mechanics to be used for Central Stores-issued uniform items only. Any remaining funds may be used to purchase approved footwear. The Equipment Superintendent will establish specifications for the mechanics' footwear.

C. All other District staff, with approval of the respective Assistant General Manager, may receive the same uniform as Park Operations personnel.

## NATURALIST UNIFORM

### OVERALL GOAL

The overall goal for employees and their Supervisors in relation to the uniform is to present as good an image to the public we serve as possible. The listed standards are one effort to achieve that goal.

### UNIFORM DESCRIPTION

A. The uniform is as follows:

#### Required:

1. Pants (long or short pants - khaki, 100% cotton or cotton blend).
2. Long-sleeved shirt - *Flying Cross* tan poplin
3. Short-sleeved shirt - *Flying Cross* tan poplin
4. Belt - dark brown
5. Two name tags (worn directly above right pocket)
6. Shoulder patches (sewn 3/4" below left shoulder seam)
7. Authorized belt buckle (through Central Stores)
8. Choice of *Gortex* Jacket, *Thinsulate*, Fleece Jacket or approved equivalent - dark green

#### Optional:

9. Standard District issue jacket or windbreaker - Central Stores
10. Standard District issue hat with patch
11. Green turtleneck (may not be worn with short sleeved shirt)
12. Green or tan sweater
13. District sweatshirt
14. Vest - fleece, down or sweater style, dark green or tan
15. Rain gear - *Gortex* or the style available through Central Stores
16. District Tee shirt
17. Standard Issue Polo Shirt
18. Boots

B. Budget

1. During the first year of hire, the District provides \$490 for the purchase of the uniform items 1 - 8 listed under Uniform Description and any additional District Optional uniform items.
2. After the first year with the District, the yearly replacement allowance will be \$235.

### MISCELLANEOUS UNIFORM ITEMS

1. Belt Buckle - The EBRPD round insignia belt buckle may be worn in place of the service award buckle during the first five years of employment. Thereafter, the service award buckle may be worn.
2. Footwear - Normal field work requires neutral colored or modest colored field boots or similarly colored appropriate walking shoes.

3. Headgear - The District will provide a dark green baseball-style hat with a patch. For warmth or sun protection, Naturalists may purchase, at their own expense, a dark green or tan knit hat or a straw-brimmed hat.

4. Sunglasses - Sunglasses are permitted when working with the public. No reflective sunglasses may be worn under any circumstances. Sunglasses must allow for eye contact.

5. Pocket Material, Jewelry - In order to maintain a neat appearance, only reasonable non-bulky items, such as pencils, magnifying lenses, slim-line note pads, etc., may be placed in shirt pockets. No religious, political or "cause" pins may be placed on the uniform. Simple jewelry of a modest nature, such as earrings, may be worn.

6. Appropriate accommodation in uniform requirements will be made for pregnant employees.

7. Tee Shirts - When the shirt is to be worn open at the neck with a tee shirt underneath, only a white crew neck tee shirt or the District tee shirt issued by Central Stores. Tee shirts can be worn as an outer garment in hot weather and/or during housecleaning projects, overnight programs, backpacking programs, and on day-long hikes.

#### SPECIAL CONDITIONS

1. Boots - Employees who have completed at least one year's permanent employment with the District may purchase or resole boots out of the unused portion of their annual Uniform Allowance; however, the purchase of boots will not sacrifice an employee's ability to maintain a neat and presentable basic uniform. Boots must meet the specifications described under Section VII of the Park Operations and Maintenance Uniform Agreement.

2. Polo Shirt - the Chief of Interpretation and Recreation will meet with the Supervising Naturalists to decide when Polo Shirts may be worn as an alternative to a long or short-sleeved, poplin shirt.

## OTHER UNIFORMS

### I. CLASSIFICATIONS

The following classifications are covered by this section: Aquatic Supervisor and Aquatic Assistant; Recreation Supervisor, Recreation Coordinator and Recreation Assistant; Community Outreach Coordinator; Administrative Support Staff in Visitor Centers; and Administrative Analyst I and II in the Fire Department.

II. AQUATIC SUPERVISOR AND AQUATIC ASSISTANT Aquatic Supervisor and Aquatic Assistant will be authorized to receive an annual allowance equal to the Park Operations and Maintenance classifications. Their options are detailed in the Uniform Section of the Fire Department Administrative Policy.

### III. RECREATION SUPERVISOR, RECREATION COORDINATOR AND RECREATION ASSISTANT

A. Recreation Supervisor, Recreation Coordinator and Recreation Assistant will receive the same uniform and allowance as Park Maintenance and Operations classifications.

IV. ADMINISTRATIVE SUPPORT STAFF Administrative support staff in Visitor Centers have the option of receiving an annual uniform allowance of \$150.

V. ADMINISTRATIVE ANALYST I AND II IN THE FIRE DEPARTMENT Administrative Analyst I and II in the Fire Department will be authorized to receive an annual allowance equal to the Firefighter I and Firefighter II classifications. The uniform description is incorporated into the Uniform Section of the Fire Department Administrative Policy.

## FIREFIGHTER UNIFORMS

### I. CLASSIFICATIONS

The following classifications are covered by this section: Firefighter I, Firefighter II, Industrial Firefighter and Industrial Fire Officer.

### II. OVERALL GOAL

The overall goal in relation to the uniform is to present a positive and professional image for the District and the Department of Public Safety, Fire Services. When and the manner in which specific uniform items are to be worn will be described in the Fire Department Administrative Policy.

### III. UNIFORM DESCRIPTION

A. The Basic Uniform is as follows:

Required:

1. Pants – LAPD navy blue either *Transcon Manufacturing*, Style AFPN 920”, 100% *Nomex III*, 7 ½ ounce or 100% cotton *Flying Cross* style #74200 or Fire Department approved equivalents.

2. Shirt – LAPD navy blue *Flying Cross*, short sleeve, all-weather deluxe tropical, model number 98R6686 (male), model number 254R6686 (female) or *Flying Cross*, long sleeve, all-weather deluxe tropical, model number 48W6686 (male), model number 204W6686 (female) or Fire Department approved equivalents.

3. Belt – Black 2 inch wide basket weave style.

4. T-shirt – 100% cotton, crew neck, plain white or navy blue. May be silk screened with the approved fire department logo.

B. The Class A Uniform and Requirements are as follows:

Each Firefighter I and Firefighter II shall have a Class A Uniform including the components described below. The requirement to have a Class A Uniform shall be May 1, 2005 or four years following the date of hire, whichever date is later. The Class A Uniform requirement shall be voluntary for Industrial Firefighter and Industrial Fire Officer.

1. Class A Jacket, LAPD navy blue 100% wool double-breasted six button front *Flying Cross* style # 17B8696C or Fire Department approved equivalents.

2. Class A Pants, LAPD navy blue 100% wool *Flying Cross* style #28P8696 or Fire Department approved equivalents.

3. Neck tie and tie bar.

4. Class A, black dress uniform shoes.

5. Class A uniform hat LAPD navy blue air force style.

C. Optional

1. Cap – navy blue, baseball style with approved department logo.
2. Uniform Jacket – navy blue wind proof, water resistant shell with fleece lining *Thousand Mile* style # LJ01 or Fire Department approved equivalents. Fire department logo embroidered on left chest and employee's name on right chest.
3. Sweatshirt – navy blue *Jerzees Super Sweat* style # 4528 ¼ zip pullover style with collar or Fire Department approved equivalents. Fire department logo embroidered on left chest and employee's name on right chest.
4. Sweatshirt – navy blue 100% cotton pullover hooded or crew neck *Hanes Print Pro Ultimate Cotton* style # F260 sweatshirt silk screened with the approved fire department logo or Fire Department approved equivalents.
5. Shorts – LAPD navy blue same style as *Flying Cross* 100% cotton pant or Fire Department approved equivalents.
6. Polo Shirt – navy blue with Fire department logo embroidered on left chest.

IV. UNIFORM ALLOWANCE

A. Amount of Uniform Allowance To Be Provided

Beginning March 2003, an annual uniform allowance will be provided to each employee and will be included in the second paycheck issued in the month of March each year in accordance with this section.

1. Annual allowance for Firefighter I and Firefighter II classifications will be \$235.
2. Annual allowance for Industrial Firefighters and Industrial Fire Officers will be \$100.
3. For all Firefighter I, Firefighter II, Industrial Firefighters and/or Industrial Fire Officers hired after the date of this Agreement, there shall be a start-up allowance issued as described below:

The District shall provide 2 Basic Uniform Pants and 2 Basic Uniform Shirts. Although there will be no monetary payment to the employee, the District shall comply with reporting as described in section (4) below. The value used for reporting purposes shall be the direct cost to the District for the uniform provided.

4. Payment of the Uniform Allowance shall be made in accordance with all laws and regulations relating to reporting of wages and compensation, including but not limited to, tax withholding and earnings for the purpose of retirement system benefits.

5. If authorized uniform items are stocked by Central Stores, Fire employees may purchase them through District Central Stores, at the direct cost incurred by the District. Fulfillment of any order shall be subject to availability. If sufficient interest exists, Central Stores staff shall use their best efforts to assist with coordinating an annual order and stocking common items on the approved list.

V. Other uniform components required: (provided by District and shall remain property of District at termination).

1. Name tag
2. Badge
3. Shoulder patches
4. Fire Department I.D. card
5. Watch with a second hand
6. Multi-tool
7. Service stars and/or pins
8. Wildland fire boots (see a. below)

a. Boots are considered safety equipment and will be provided and replaced in accordance with the Fire Department administrative policy for boot replacement.

## **APPENDIX D**

### **Use of CDF/CDC Crews**

The District will use California Department of Forestry and Fire Protection (CDF) and California Department of Corrections (CDC) Conservation Camp Crews for fire management and wildland fuels mitigation projects within the East Bay Regional Park District under the following guidelines:

A joint Management/Union Committee will meet prior to the District contracting with CDF/CDC crews on individual projects to review and determine that each contract meets the criteria defined in this side letter. The new program will be subject to review in December 2003 to determine if the CDF/CDC crew usage is an appropriate tool for fire management and wildland fuel mitigation projects. This committee will become a standing committee if the program continues beyond 2003.

The CDF/CDC crew shall not perform general park maintenance duties and will be limited to working in the following parks: Wildcat Canyon, Tilden, Sobrante Ridge, Claremont Canyon, Sibley, Huckleberry, Roberts, Redwood, Anthony Chabot, Leona, Lake Chabot and Point Pinole.

Normally one CDF/CDC crew, not to exceed seventeen crew members, will be used. Large projects, however, may require the use of a second CDF/CDC crew. A second CDF/CDC crew, not to exceed seventeen crew members, shall be allowed for a maximum of 45 days per calendar year. The use of a second crew shall be permitted only when both crews are assigned to one project/work area at a time.

The CDF/CDC Fire Captain assigned to each crew will provide formal supervision of crew personnel. The District's Fire Captain shall serve as the CDF/CDC crew's liaison. AFSCME represented employees will not be assigned to supervise CDF/CDC crew personnel.

The CDF/CDC crew is limited in scope and the type of work they may perform. Their work will be limited to fire management and wildland fuels mitigation projects.

Wildland fuels mitigation projects will be defined as vegetation removal or reduction. Typical tasks are: cutting and stacking brush, cutting high grass, tree limb removal within the fire ladder, exotic vegetation removal, cutting control lines for pile and prescription burns, assisting District Fire Department personnel with pile burns and prescription burns.

Fire Management will be defined as assisting District Fire Department personnel to contain an active wildland fire and assist District staff in mitigation efforts to control erosion after a wildland fire is extinguished. Fire management work can be performed within whatever park facility a fire occurs (CDF/CDC crew work controlling an active fire will not be limited to the parks listed above.)

The District will not reduce or replace any Firefighter I or Firefighter II positions with CDF/CDC crews. Upgrades from Firefighter I to Firefighter II that could result in total full time equivalent (FTE) reduction at current levels, will not be considered a workforce reduction. In the event of a reduction of Firefighter I's or Firefighter II's, seniority will be the controlling factor, within the same classification, and CDF/CDC crews will be laid off before the permanent Firefighter I's and Firefighter II's.

Dated: 1/2/03

/s/ Susan Gonzales

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Susan Gonzales  
Human Resources Manager

/s/ Di Rosario

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Di Rosario  
AFSCME President

/s/ Brenda Wood

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Brenda Wood

**APPENDIX E**

**SIDE LETTER AGREEMENT # 03-02**

**EAST BAY REGIONAL PARK DISTRICT**  
**and**  
**AFSCME LOCAL 2428**

**REGARDING**  
**THE TRUDEAU TRAINING CENTER**

Side letter regarding the first phase of operation of the Trudeau Training Center.

**FIRST PHASE OF OPERATION**

Management Services/Office Services will schedule, maintain and administer the operation of the Trudeau Training Center per the June 1, 1999 Board approved use guidelines for the facility.

The facility will operate on a first come first serve basis per the user priority guidelines as follows:

1. Official District activities
2. Other governmental agencies' official training programs and meetings.
3. Community based organization meetings
4. Private business training and meetings

Users shall be limited to civic activities of business meetings, training and direct park related activities such as nature lectures. "Business meetings" means structured meetings, with set agenda, aimed at accomplishing the specific business or presenting a program.

Weekday Hours

7:00 a.m. to 6:00 p.m.: occupancy of up to 80 people, except that on 20 weekdays per year, occupancy may be up to 200 people or the maximum occupancy allowed by the Fire Code, which ever is less.

6:00 p.m. to 10:00 p.m. occupancy of 70 or fewer.

Weekend and Holidays Hours

8:00 a.m. to 8:00 p.m. occupancy of 70 or fewer.

Janitorial Services

Office Services will contract with a janitorial firm to provide, as needed, after hours custodial services for the facility in accordance with existing District contract policy.

Landscape Services

Office Services will contract with a landscape firm to provide, as needed, exterior

maintenance services for the facility in accordance with existing District contract policy. The contractor will maintain the existing landscape. If the District decides to significantly modify or upgrade the existing landscape the Design Department will develop and oversee the upgrade of the landscape and follow existing policy and procedures regarding the utilization of existing in-house staff.

The areas to be maintained by the landscape firm are:

The area to be maintained by the landscape firm will be defined by the existing driveways, one to the NW and the second, to the SE. This includes a three-foot strip along NE side of the paved access road behind the building. A six-foot strip will be maintained around the existing parking lot to the SE. The newly planted coast live oaks will continue to be maintained by the Redwood Park staff.

The service provider will:

Weekly:

Service the area as needed including; blow walks, entries and parking lot and pick-up trash.

Pick-up and transport the Trudeau Training Center coffee grounds, food scraps and combine them with the District's Administration Building coffee grounds, food scraps in the County of Alameda Family Support Division worm bins, located across the street from the District's Administration Building.

Monthly:

Remove dead branches from shrubbery, grub out unwanted vegetation as weeds and poison oak, weed whip weeds and annual; grasses and trim all vegetation to pavement borders.

Annually:

Provide and spread up to 250 cubic yards of processed tree chips over the entire site including around the building and adjacent beds and in all parking lot beds.

### Staffing

The District's Facilities Manager will oversee and coordinate the operation of the facility. The Building/Ground Aide assigned to the Administration Building will provide support services to the building. The responsibilities listed below are not all-inclusive, but provide a sampling of primary responsibilities:

Facilities Manager:

- Schedule meetings and activities
- Supervise Building/Grounds Aide
- Monitor the activities of the facility and provide all necessary reports.
- Coordinate and oversee the building operation, which includes, landscaped grounds, parking areas, and various physical systems such as HVAC, plumbing, electrical, telephone and security systems.
- Coordinate and oversee the outside services providers
- Manage and answer questions with the Redwood Park staff, staging area users and neighbors regarding use of the facility.

Building/Ground Aide:

- Perform preventive maintenance and simple repairs to keep the facility functional.
- Perform grounds keeping duties such as watering, weeding, pruning, and repair sprinkler system leaks.
- Perform custodial duties such as clean up after meetings, shampoo carpets, clean restrooms/offices and kitchen areas and other tasks to keep the facility neat.
- Provide public contact includes answering questions regarding use of the facility, assist with the showing of the facility; explains reservation and procedures and policies.
- Monitors work of outside service providers
- Performs other duties as assigned.

Facility operation review

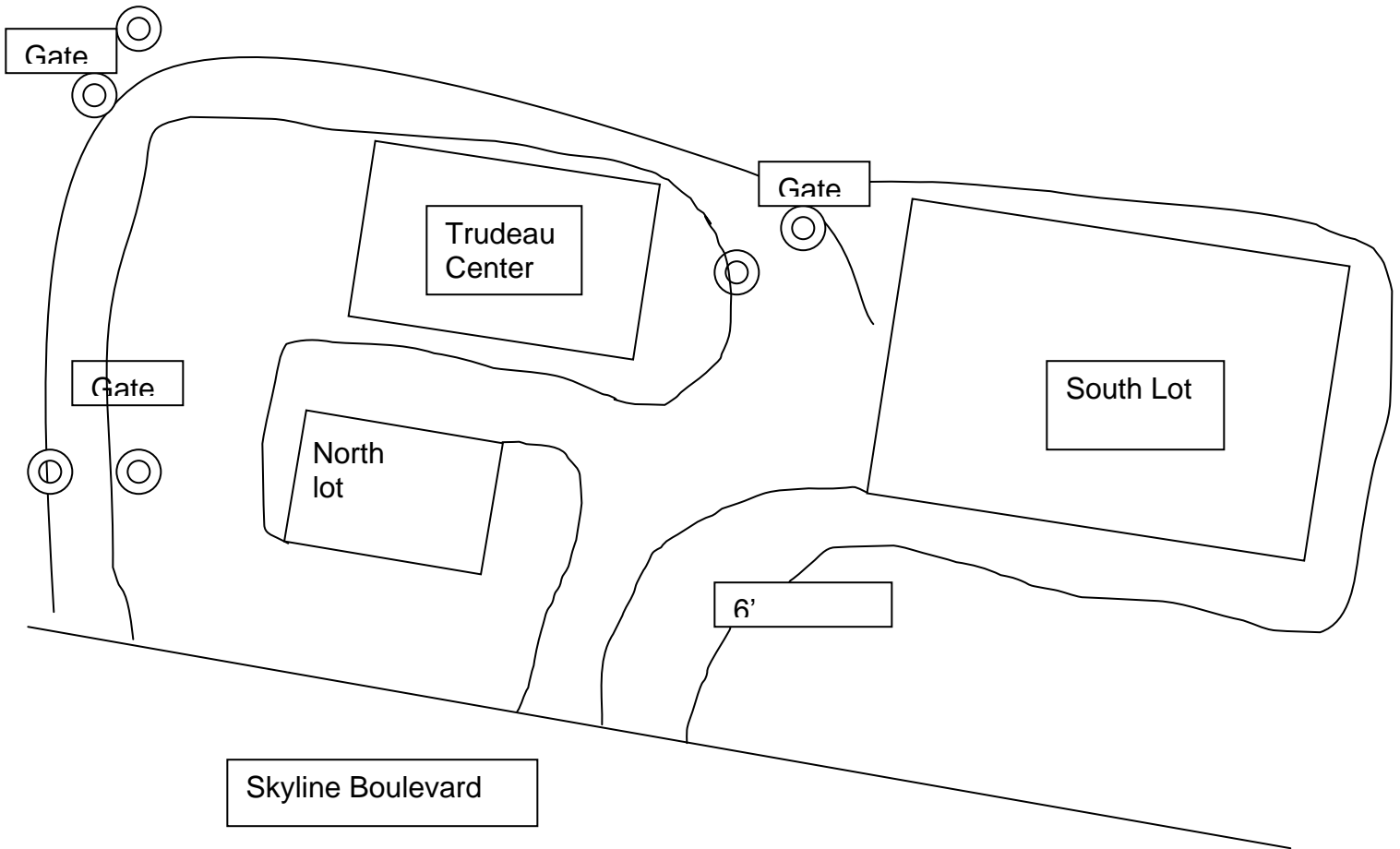
After the first nine months of operation, the usage of the facility will be reviewed evaluating the use patterns, staffing requirements and public contact.

A utilization report shall be presented to the Union at Meet & Confer and the parties shall evaluate whether the services shall continue to be contracted out or whether the usage can sustain a half time or more District employee.

Trudeau Center

CONTRACTOR MAINTENANCE BOUNDARY 2003

NORTH



/s/ Di Rosario

\_\_\_\_\_  
Dee Rosario, President  
AFSCME Local 2428

/s/ Susan Gonzales

\_\_\_\_\_  
Susan Gonzales  
Human Resources Manager

/s/ Brenda Wood

\_\_\_\_\_  
Brenda Wood  
AFSCME Business Agent

Dated: May 7, 2003

## **APPENDIX F**

### **SIDE LETTER AGREEMENT # 04-01**

#### **EAST BAY REGIONAL PARK DISTRICT and AFSCME LOCAL 2428**

#### **REGARDING USE OF CDF/CDC CREWS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY FIRE HAZARD REDUCTION GRANT PROJECTS**

Side letter regarding the use of the California Department of Forestry and Fire Protection (CDF) and California Department of Corrections (CDC) Conservation Camp Crews for Federal Emergency Management Agency (FEMA) Fire Hazard Reduction Grant Projects (FEMA projects).

The District will use CDF/CDC crews for FEMA fuels and vegetation mitigation projects. The CDF/CDC crew is limited in scope and the type of work they may perform. Their work will be limited to FEMA and vegetation mitigation projects within the East Bay Regional Park District under the following guidelines:

This side letter applies only to projects funded in whole or in part by FEMA grant funds defined in FEMA grant FEMA-919-DR-CA/HMGMP#919-515-24/#JL1159 in the East Bay Hills area. Other than set forth herein for FEMA projects, it does not expand or alter the terms and conditions of Appendix D of the Memorandum of Understanding between the District and AFSCME nor does it alter the manner in which Industrial Firefighters are used for prescribed fire.

A joint Management/Union Committee will meet annually prior to the District contracting with CDF/CDC crews for the coming year's FEMA projects to review and determine that each project meets the criteria defined in this side letter; maps and descriptions to be included in the presentation. Notwithstanding, any changes to the projects presented in the Annual Meeting must be reviewed, as described above.

The CDF/CDC crew shall not perform general park maintenance duties and will be limited to working in the following parks: Wildcat Canyon, Tilden, Claremont Canyon, Sibley, Huckleberry, Redwood, Anthony Chabot, and Leona.

The number and size of the CDF/CDC crews will be as defined in Appendix D of the MOU. The total number of crews working within the District will not exceed three in any single day. The CDF/CDC Fire Captain assigned to each crew will provide formal supervision of crew

personnel. The District's Fire Captain shall serve as the CDF/CDC crew's liaison. AFSCME represented employees will not be assigned to supervise CDF/CDC crew personnel.

FEMA fuels mitigation projects will be defined as vegetation removal or reduction. Typical tasks are: cutting and stacking brush, cutting high grass, tree limb removal within the fire ladder, exotic vegetation removal, cutting control lines for pile and prescription burns, assisting District Fire Department personnel with pile burns and prescription burns.

The District will not reduce or replace any Firefighter I or Firefighter II positions with CDF/CDC crews. Upgrades from Firefighter I to Firefighter II that could result in total full time equivalent (FTE) reduction at current levels, will not be considered a workforce reduction. In the event of a reduction of Firefighter I's or Firefighter II's, seniority will be the controlling factor, within the same classification, and CDF/CDC crews will be laid off before the permanent Firefighter I's and Firefighter II's. The District agrees to make reasonable effort to utilize furloughed nine-month Park Rangers to complete FEMA grant projects in a timely manner.

This Side Letter will expire by its own terms on December 31, 2007 unless renewed in writing by both sides.

Dated: 1/21/04

/s/ Susan Gonzales

/s/ Sharon Corkin

---

Susan Gonzales  
Human Resources Manager

---

Sharon Corkin  
President, AFSCME Local 2428

/s/ Brenda Wood

---

Brenda Wood  
Business Agent  
AFSCME Council 57

**APPENDIX G**

**SIDE LETTER AGREEMENT #04-06**

**EAST BAY REGIONAL PARK DISTRICT  
and  
AFSCME LOCAL 2428**

**REGARDING  
INDUSTRIAL FIREFIGHTER PARTICIPATION AT  
MIDDLE HARBOR PARK**

The East Bay Regional Park District and AFSCME, Local 2428, hereby agree that effective January 1, 2005 the District will not assign Industrial Firefighters to the park located at Oakland Middle Harbor. This agreement is entered into on a non-precedential basis, based on the unique facts of this case, and will not be relied on or cited by either the District or the Union with respect to any other park.

/s/ Susan Gonzales

1/3/05

/s/ Eric Folmer

12/22/04

\_\_\_\_\_  
Susan Gonzales, HR Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Folmer, Pres., Local 2428

\_\_\_\_\_  
Date

/s/ Brenda Wood

12/21/04

\_\_\_\_\_  
Brenda Wood, Business Agent

\_\_\_\_\_  
Date

## **APPENDIX H**

### **SIDE LETTER AGREEMENT # 05-01**

#### **EAST BAY REGIONAL PARK DISTRICT and AFSCME LOCAL 2428**

#### **REGARDING INTERPRETIVE AND RECREATION SERVICES REORGANIZATION**

April 7, 2005

1. A Naturalist/Volunteer Coordinator special assignment may be established in all six Visitor Centers (Ardenwood, Coyote Hills, Black Diamond, Crab Cove, Tilden Nature Area, and Sunol).
2. The primary responsibility of the Naturalist /Volunteer Coordinator is to establish (if one does not exist), oversee, administer, and maintain docent and volunteer programs for a particular visitor center under the general supervision of the Supervising Naturalist.
3. All Naturalists, regardless of 9-month or 12-month status, who have passed probation, are eligible for the special assignment. No Naturalist will be forced to take the special assignment.
4. Up to 50% of the Coordinator's time may be devoted to volunteer and docent programs. The Naturalist/Volunteer Coordinator will perform his/her regular Naturalist duties during the other part of his/her work time.
5. The selection process will include a standard interview questionnaire for all candidates and the Supervising Naturalist will recommend a selection to the Chief of Interpretive & Recreation Services.
6. The Naturalist/Volunteer Coordinator shall receive a 6% salary incentive for all months that he/she is assigned to the duties of coordinator.
7. The length of assignment for new coordinators shall be for a minimum of a two-year term. If there is interest in the assignment from other Naturalists at the visitor center, then recruitment will be conducted every two years. Current incumbent Naturalist/Volunteer Coordinators may serve an initial five-year term.
8. No Naturalist shall be forced to transfer as a result of this program through March 1, 2010. After March 1, 2010, the parties agree to the following: No Naturalist will be transferred to another visitor center if a Naturalist from the home visitor center volunteers to be the Coordinator. If no Naturalist at the home visitor center volunteers to be the Coordinator, the District will determine if a voluntary transfer can be made by a trade of assignments. If not filled by voluntary transfer, the District will determine whether it is more feasible for the Supervising Naturalist to assume the responsibilities of the special assignment. If this is not feasible, management may temporarily assign an interested Naturalist to be the Naturalist/Volunteer Coordinator for up to six months. If the position cannot be filled through means as stated above, management will direct transfer as per

Article 20.2 of the Memorandum of Understanding. No Naturalist shall be forced to transfer more than once as a result of this program.

9. The District shall not replace or fill a job vacated by paid staff with volunteers/docents.

10. Docents will work under the direct supervision of a Supervising Naturalist or a designated Naturalist. EBRPD Naturalist staff shall provide the scope of work to the docent. Docents will only be used to enhance and support Naturalist-led programs. Docents are not authorized to represent the EBRPD or any of its individual parks at any public meetings.

11. The District will support the success of the docent program by offering appropriate training for Naturalists.

12. The Naturalist/Volunteer Coordinator may access the Volunteer Solution Committee to resolve conflicts provided the issue has not been satisfactorily resolved through the normal chain of command.

13. A joint Labor/Management Review Board shall review any new proposed or expanded programs defined by Article 18. This committee shall meet annually to review and monitor the Volunteer/Docent programs.

14. The Union and Management shall review annually the Interpretive Volunteer/Docent program prior to the 2006, 2007, and 2008 budget submission to address additional paid staffing needs including adding Naturalist or clerical staff and/or increasing less than full-time positions to full-time and/or making 9-month positions 12 month positions.

15. The District will increase the hours of two clerical positions to full time status (one in Recreation and one in Sunol).

16. The District agrees to modify Naturalist /Volunteer Coordinator Duties Description to reflect the pertinent side letter agreements and is attached.

/s/ Eric Folmer,

\_\_\_\_\_  
Eric Folmer, AFSCME, Local 2428

/s/ Brenda Wood

\_\_\_\_\_  
Brenda Wood, AFSCME Business Agent

/s/ Susan Gonzales

\_\_\_\_\_  
Susan Gonzales  
Human Resources Manager

4/7/2005

\_\_\_\_\_  
Date

## Volunteer/Docent Coordinator Job Duties Description

**Description:** The Volunteer/Docent Coordinator is a special assignment given to a Naturalist at a visitor center. The assignment is made by the Supervising Naturalist of a visitor center and/or Interpretive Sector. The primary responsibility of the Volunteer/Docent Coordinator is to establish (if one does not exist), oversee, administer, and maintain a docent program for a particular visitor center/interpretive sector.

It is estimated that a maximum of half of the coordinator's time will be devoted to volunteer and docent program. Naturalist will be expected to perform his/her regular naturalist duties the other part of his/her work time.

**Duties:** Under the supervision of a Supervising Naturalist, the Volunteer/Docent Coordinator will recruit, train, and supervise docents in support of interpretive programs.

- Perform administrative tasks related to the operation of an interpretive docent program. Develop and manage a docent newsletter, track hours of service, and draft reports, other written correspondence and other records of volunteering.
- Recruit, train, coach, evaluate, and ensure recognition of docents and volunteers. May recommend dismissal or retirement of docents and volunteers when warranted.
- Provide program leadership. Coordinate and schedule all Interpretive Services-based volunteer and docent activities in the interpretive sector. Coordinates media and public information regarding docents.
- Serve as the primary contact person for volunteers at a visitor center/interpretive sector. Serves as key communication link between staff and volunteers.
- Represent the visitor center/interpretive sector staff & volunteers at meetings for the coordination of such programs with others.
- Maintains records of volunteers, prepares annual report.
- Reviews program and manuals and periodically updates.

**Salary/Compensation:** The Volunteer/Docent Coordinator will receive a 6% salary incentive bonus for all months that he/she is assigned to the duties of coordinator.

**Length of Assignment:** Minimum of two year term, with a three year rotational term as the length of assignment, if another naturalist at visitor center requests an opportunity to serve as Docent Coordinator.

**Selection Process:** Naturalists who have been performing docent coordinator duties will have the first right of refusal for the initial special assignment at their visitor center. Naturalists, who have completed probation, may apply for the position at their assigned visitor center by submitting an application to their Supervising Naturalist. The Supervising Naturalist will recommend a selection to the Chief of Interpretation and Recreation Services.

**APPENDIX I**

**SIDE LETTER AGREEMENT # 06-01**

**EAST BAY REGIONAL PARK DISTRICT  
and  
AFSCME LOCAL 2428**

**REGARDING KAISER HEALTH PLAN COPAY**

Effective January 1, 2007, the Kaiser Health Plan will be modified by adding a \$5 co-pay for office visits and services.

District Spokesperson

AFSCME, Local 2428 Spokesperson

/s/ Susan Gonzales

/s/ Brenda Wood

\_\_\_\_\_  
Susan Gonzales

\_\_\_\_\_  
Brenda Wood

Date: 5/16/2006

Date: 5/16/2006

**APPENDIX J**

**SIDE LETTER AGREEMENT # 10-2**

**EAST BAY REGIONAL PARK DISTRICT  
AND  
AFSCME LOCAL 2428**

**REGARDING DEL VALLE PARK CRAFT SPECIALIST INCENTIVE PAY  
FOR QUAGGA MUSSEL INSPECTION PROGRAM**

**JUNE 4, 2010**

1. The Del Valle Park Craft Specialist, as additional duties, will coordinate the Quagga Mussel Inspection Program and provide supervision to Park Staff on the regular weekly days off of the Park Supervisor.
2. The Del Valle Park Craft Specialist shall receive a 6% salary incentive for performing these additional duties, in lieu of receiving \$15 per day Acting Pay.
3. During the long-term absences of the Park Supervisor, the Park Craft Specialist shall receive acting pay to serve as the Del Valle Park Supervisor in accordance with Article 22.3.
4. When not engaged in Quagga program coordination duties or performing supervision duties in the absence of the Del Valle Park Supervisor, the Park Craft Specialist will perform his/her normal Park Craft Specialist duties.
5. From April 1 through September 30, every effort will be made to normally schedule the Park Craft Specialist work week to work on the regular days off of the Park Supervisor.
6. With the implementation of this Del Valle Park Craft Specialist Incentive Pay , the union agrees to support the conversion of the 12-month Park Supervisor I and 6-month Park Ranger II positions currently assigned to Del Valle to two 9-month Park Ranger II positions.

/s/ Dave Kalehele

\_\_\_\_\_  
Dave Kalehele, AFSCME, Local 2428

/s/ Brenda Wood

\_\_\_\_\_  
Brenda Wood, Business Agent

/s/ Susan Gonzales

\_\_\_\_\_  
Susan Gonzales, Human Resources Manager

6/8/2010

\_\_\_\_\_  
Date

## **LOCAL 2428 CONSTITUTION**

(Explanatory Note: Constitution is printed for reference purposes only. Constitution is not part of the Agreement between Local 2428 AFSCME and East Bay Regional Park District.)

### **Article I**

The name of this organization shall be East Bay Regional Parks Employees Local 2428 of the American Federation of State, County and Municipal Employees, AFL-CIO.

### **Article II - Affiliations**

This local shall be affiliated with Northern California District Council 57 of the AFSCME; the California Labor Federation, AFL-CIO and such other organizations as the membership chooses to join.

### **Article III - Objectives**

Section 1. This union of park workers is pledged to conserve the land, the air, the water and the life that resides there for the present sustenance of the people and use by future generations.

Section 2. Local 2428 promotes the organization of workers in general and public employees in particular to provide a voice in the determination of terms and conditions of employment. We are progressive legislators and labor legislation. We support the objectives of the AFSCME International Union as they are consistent with the objectives of Local 2428.

Therefore, we, the members of the American Federation of State, County and Municipal Employees, Local 2428 adopt this constitution.

### **Article IV - Membership and Dues**

Section 1. All employees of East Bay Regional Parks, Alameda and Contra Costa counties, California, are eligible for membership in this local union, subject to the requirements of the Constitution of the International Union.

Section 2. Application for membership shall be made on a standard application form. Unless this form includes a valid authorization for payroll deduction of dues, the application must be accompanied by the current month's dues.

Section 3. The monthly membership dues of the local shall be \$62.57 per member for full-time employees and \$47.21 for part-time employees and Lifeguards.

Effective April 1 of each year, these dues shall be increased by the same percentage as wages are increased. If an across-the-board increase is negotiated, the dues shall be increased by the same percentage this increase represents for the bargaining unit taken as a whole.

Section 4. During their furlough, lifeguards shall be eligible to vote on contract ratification and other union issues if, they have paid union dues for the month in which the vote occurs, were employees in the previous season, and if they received a recommendation which entitles them to work in the next season.

### **Article V - Meetings**

Section 1. Regular membership meetings shall be held once each month at a time and place to be fixed by the membership or the executive board.

Section 2. Special meetings may be called by the local president, the executive board or by petition filed with the president and signed by five percent of the members of the local. Special meetings may also be called by the International President or his authorized representatives.

Section 3. Except during a strike situation, notice shall be given 48 hours in advance of any special meeting.

Section 4. The quorum for meetings of this local shall be five percent of the membership in good standing.

### **Article VI - Officers, Nominations, Elections and Duties**

Section 1. The officers of Local 2428 shall be the president, the vice-president, the secretary, the treasurer, the chief steward, the sergeant-at-arms and three executive board members at-large. These nine shall constitute the local union executive board. In addition, there shall be elected three members who shall serve as trustees. The trustees shall be elected to three-year terms of office beginning in 1982. All other officers shall be elected for a term of one year.

Section 2. Nominations shall be made at a regular or special meeting of the local. At least fifteen (15) days' advance notice shall be given the membership prior to the nomination meeting. A nominating committee may be appointed or elected to make nominations, but whether or not such nominating committee is used, nominations shall be permitted from the floor at the nomination meeting. All regular elections shall be held in the month of the June.

Section 3. Officers shall be elected by secret ballot vote, and the balloting shall be so conducted as to afford to all members a reasonable opportunity to vote. At least fifteen (15) days' advance notice shall be given the membership prior to the holding of the election.

Section 4. All matters concerning nominations and elections in this local union shall be subject to the provisions of Appendix D, entitled Elections Code, of the International Union Constitution.

Section 5. Vacancies in office shall be filled for the remainder of the unexpired term by vote of the executive board.

Section 6. The trustees shall make or cause to be made an annual audit of the local, including finances concerning any health and welfare, pension, insurance or other benefit programs covering members of such local, and shall report to the membership on the results of such audit.

Section 7. The executive board shall be the governing body of the local union except when meetings of the local union are in session. All matters affecting the policies, aims and means of accomplishing the purposes of the local not specifically provided for in this constitution or by action of the membership at a regular or special meeting shall be decided by the executive board. The board shall meet at the call of the president or of a majority of the members of the board. A report on all actions taken by the executive board shall be made to the membership at the next following meeting. A majority of the members of the executive board shall be required for a forum.

Section 8. The president shall preside at all meetings of the local union and of the executive board. She/he shall be a member of all committees except election committees. The president shall be a delegate to the International Union convention. She/he may be authorized to countersign checks drawn against the funds of the local. She/he shall appoint all standing committees and all special committees of the local. She/he shall report periodically to the membership regarding the progress and standing of the local and regarding his/her official acts. Upon request, the president shall receive one day's per diem each month for union business.

Section 9. The vice-president shall assist the president in the work of his/her office. In the absence of the president or in his/her inability to serve, the vice-president shall preside at all meetings and perform all duties otherwise performed by the president. She/he may, with the approval of the executive board, be authorized to act as co-signer of checks drawn on the local funds in place of either the president or the treasurer.

Section 10. The secretary shall keep a record of the proceedings of all membership meetings and of all executive board meetings. She/he shall carry on the official correspondence of the local, except as the executive board may direct otherwise. She/he shall perform such other duties as the executive board may require.

Section 11. The treasurer shall receive and receipt for all monies of the local union. She/he shall deposit all money so received in the name of the local union in a bank or banks selected by the executive board, and money so deposited shall be withdrawn only by check signed by the president and the treasurer. She/he shall prepare and sign checks for such purposes as are required by the constitution or are authorized by the membership or the executive board. She/he shall prepare and submit the monthly membership report to the International Secretary-Treasurer. She/he shall keep an accurate records of receipts and disbursements and shall, once each month, submit to the membership a monthly operating statement of the financial transactions of the local for the previous month. She/he shall act as custodian of all properties for the local union. She/he shall, at the expense of the local union and through the International Union, give a surety bond for an amount to be fixed by the executive board of the local union. She/he shall see that any financial reports required by the International Union Constitution to be submitted to the International Union are submitted in accordance with the International Constitution. The treasurer shall receive 2 day per diem each month for union business.

Section 12. The sergeant-at-arms shall keep a record of those attending each meeting, keep order at the meeting and be responsible for updating the membership roster of the local.

Section 13. The executive board member-at-large shall be required to attend all executive board meetings and to chair standing committees as designated by the president.

Section 14. Each steward zone shall elect one shop steward in May of each year.

Section 15. Within one month following the election, the stewards shall meet and form a stewards council. The chief shop steward shall serve as a moderator of the stewards council. The council shall administer grievances and conduct hearings to determine what course shall be best to take in the prosecution and disposition of the grievances. The stewards council shall give particular attention to grievances by one union member against another and attempt to settle such grievances without recourse to management.

Section 16. A parliamentarian shall be selected by the president from the ranks of the executive board.

Section 17. A bargaining issues committee shall be formed no later than six months prior to the expiration of the contract. The committee shall have a membership equal to at least five percent of the membership of the union. Up to one-half of the contract negotiating committee members shall be chosen at-large by the union membership. The remainder shall be selected by the executive board with the intent to achieve total committee balance according to standards of affirmative action, category of work, and by geography.

Section 18. Delegates to District Council 57 shall be elected at the same time as the executive board election. Any member of the local who is in good standing is eligible to be a delegate regardless of any other union office she/he may hold.

## **Article VII - Miscellaneous Provisions**

Section 1. This local union shall at all times be subject to the provisions of the Constitution of AFSCME.

Section 2. Except for the extent specified in this constitution, no officer of the local union shall have the power to act as agent for or otherwise bind the local union in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the local union except to the extent specifically authorized in writing by the president of the local union or by the executive board of the local union.

Section 3. Robert's Rules of Order, Revised, shall be the guide in all cases to which they are applicable and in which they are not consistent with this constitution and special rules of this local union or of the AFSCME.

Section 4. Whenever the union meets with representatives of management on union business, there shall be at least two union members present.

Section 5. Per diem payment shall be equivalent to eight hours pay at the top bargaining unit pay rate. Per diem may be allocated in one-half or full day units.

## **Article VIII - Amendments**

This constitution may be amended, revised or otherwise changed by a two-thirds vote of the members present and voting on such proposed change. Proposed amendments to this constitution must be read at a regular or special meeting of the local union and read and voted on at a subsequent meetings, adequate and proper notice having been given to the membership prior to the date on which the vote is taken. A written copy of the proposed amendments shall be furnished to every eligible voter at the meeting at which the vote is taken.

### **Approved By:**

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GERALD W. McENTEE  
International President

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Date

## Index

6 Month Employee	
Benefits .....	24
Holidays .....	53
Medical Insurance.....	55
Re-employment.....	24
Salary .....	24
Transfers.....	35
Vacation .....	51
9 Month Employee	
Holidays .....	53
Transfers.....	35
Vacation .....	50, 51
Acting .....	38, 41, 42
Affirmative Action .....	6
Apprenticeship.....	15
Authorization Form	
Revoking .....	4
Sample Form .....	4
Use.....	3
Benefits	
During Layoff.....	30
During Probation.....	27
Job Injury .....	59
Light Duty.....	49
Board	
Attendance at Meetings .....	8
Material .....	12
Break	
Meal Period.....	39
Rest Period .....	39
Call Back Time .....	42, 71
Civil Leave.....	61
Compensating Time .....	42
Constitution .....	121
Counseling Memo .....	91
Craft Lead Pay .....	42
Deferred Compensation .....	67
Dental Plan	
Coverage .....	55
Orthodontics.....	55
Retirement .....	57
Departmental Review .....	16
Dependent Care Plan.....	58
Disability Insurance .....	46
Disciplinary Action	
Appeal.....	22
Example .....	20
Grounds .....	20
Notice.....	22
Reprimand .....	22
Suspension .....	20, 22
Discrimination.....	5
District Safety Committee.....	13

Dues	
Payment.....	1
Payroll Deductions.....	4
Remittance.....	5
Revision.....	4
Service Charge Checkoff.....	3
Voluntary Deduction.....	5
Ecology Committee	
Establishment.....	14
Function.....	14
Meetings.....	14
Education	
Leave.....	61
Tuition Reimbursement.....	44
Emergency and Special Leave.....	62
Employee Categories.....	23
Enforcement of Union Membership.....	2
Termination Procedure.....	2
Equipment Maintenance 2 <sup>nd</sup> Shift	
Description.....	39
Hours.....	39
Shift Differential.....	40
Sick Leave, Vacation and Holiday.....	40
Exemption.....	2
Extra Pay	
Acting.....	38, 41
Call Back Time.....	42, 71
Compensating Time.....	42
Craft Lead.....	42
Firefighting.....	42
Holiday Work.....	53
Mileage.....	53
Overtime.....	39, 41
Spray Pay Premium.....	43
Stand By.....	44
Tuition Reimbursement.....	44
Family Death Leave.....	45, 61
Firefighter.....	26
Fringe Benefits	
During Leave.....	62
Grievance	
6 & 9 Month Employees.....	20
Arbitration.....	11, 19, 20
Definition.....	17
Departmental Review.....	16
Investigation.....	7
Lifeguards.....	68
Meetings.....	7
Performance Appraisals.....	17
Procedure.....	17
Sick Leave Bank Application.....	48
Guaranteed Leave.....	62
Health and Retirement	
Committee.....	15
Meetings.....	15
Health and Safety	

Committee.....	13
District Compliance .....	13
Employee Rights.....	14
Hire List .....	5
Holidays	
6 & 9 Month Employee.....	53
During Vacation .....	51, 52
Lifeguards .....	53
Limitations.....	52
Pay.....	38, 53
Regular Day Off .....	52
Schedule .....	52
Work During.....	53
Hours of Work	
10 Hour Day.....	38
Alt. Work Schedule .....	36
Changes in Schedule.....	37
Hours Schedule .....	37
Operations Division. & Survey Crew.....	36
Overtime .....	39, 41
Rest Periods .....	39
Voting.....	40
Weekend.....	40
Work Week .....	36, 38
Working Alone.....	40
Indemnity.....	5
Industrial Firefighters	
Baseline Medical Exam.....	71
Incentive Pay .....	70
Out-of-County Response .....	71
Overtime .....	39, 43, 71
Participation .....	69
Promotional List.....	71
Steward.....	71
Training.....	70
Uniforms.....	104
Union Representation .....	69
Insurance	
Dental.....	55
Dependent Care.....	58
Disability.....	46, 56
Life .....	55, 56
Long Term Disability .....	56
Medical.....	54
Optional Medical Expense .....	58
Premium.....	56
Retirees.....	56
Special Fund.....	56
Interview .....	34
Job Openings	
Application .....	33
Interview.....	34
List Abolishment.....	33
Outside Panelist.....	34
Postings .....	33
Promotional In-House List.....	33

Request for Job Announcement .....	33
Union Observer .....	34
Joint Labor/Management Review .....	31
Kaiser .....	15, 55
Layoff	
Benefits .....	30
Procedure .....	29
Leave	
CA Family Rights Act, Compliance .....	63
Civil .....	61
Educational .....	61
Emergency & Special .....	62
Family Death .....	45, 61
Fringe Benefit Coverage During .....	62
Guaranteed .....	62
Maternity .....	60
Medical Leave Act, Compliance .....	63
Military .....	61
Paternity .....	61
President/Chief Steward .....	7
Seniority and Promotions During .....	62
Union Business .....	8
Voting .....	40
Life Insurance .....	55, 56
Retirees .....	57
Lifeguards	
Grievances .....	68
Holidays .....	68
Terms of Representation .....	68
Union Representation .....	69
Wages .....	68
Light Duty .....	49
Lockouts .....	13
Long Term Disability .....	56
Management	
Rights .....	9
Union Cooperation .....	9
Maternity Leave .....	60
Medical Plan	
6 Month Employees .....	55
Retiree .....	56
Meet & Confer	
Arbitration .....	10
Board Action .....	10
Job Classifications .....	10
New Agreement .....	12
Notice .....	10
Scope .....	12
Time .....	12
Union Negotiating Committee .....	12
Merger .....	68
Mileage .....	53
Military Leave .....	61
Negotiating Committee .....	12
Newly Hired Employees .....	2
Notices .....	8

Off Season Work	
Dues/Service Fee .....	24
Eligibility .....	24
Salary .....	25
Officer & Steward List.....	6
Operations and Survey Crew .....	36
Optional Medical Expense Plan .....	58
Overtime	
Computation.....	41
Definition .....	41
Industrial Firefighters .....	39, 43, 71
Notice .....	41
Park Ranger .....	25
Part Time.....	24
Paternity Leave .....	61
Payday	
See Time Cards and Payday .....	43
Performance Appraisals .....	17, 26
Personnel Files	
Access .....	22
Accident Reports.....	23
Commendatory Material.....	22
Removal of Appraisals .....	23
Removal of Disciplinary Actions.....	23
Pre-Disciplinary Notice and Meeting .....	17
Pre-Disciplinary Process .....	16
Probation	
Benefit Eligibility .....	27
Failure .....	27
Length .....	27
Limit .....	27
Notice.....	28
Reversion.....	27
Sick Leave .....	46
Waiver .....	27
Purpose .....	1
Recognition of Union .....	1
Remittance .....	5
Retirees .....	56
CalPERS Medical Plans .....	56
Retirement	
AARP .....	56
Annual Statement .....	65
Carrier .....	63
COLA .....	66
Dental.....	57
Domestic Partners .....	66
Life Insurance .....	57
Notification .....	65
Sick Leave .....	65
Supplemental Medical Coverage .....	56, 57
Return to Bargaining Unit .....	29
Savings Clause .....	73
Seasonal and Temporary	
Definition .....	23
Duration .....	23

Off Season Work.....	24
Sick Leave .....	46
Security of Union	
Agency Shop.....	1, 2, 3, 4
Enforcement.....	2
Exemption .....	2
Payment.....	2
Recognition of Representatives .....	6
Seniority	
Classification.....	28
District .....	28
During Leave.....	62
Effective Date.....	28
Loss of .....	28
Shift Differential .....	39
Sick Leave	
Amount.....	45
Bank.....	48
Calculation .....	45
District Recovery Rights.....	47
Notification .....	46
Probationary Employees .....	46
Retirement .....	46
State Disability Insurance .....	46
Status Following.....	47
Temporary Assignments .....	46
Termination .....	46
Use.....	45
Verification of Illness .....	45
Skelly Hearing .....	17
Special Fund .....	56
Special Pay .....	44
Commercial Driver's Incentive Pay .....	44
Contra Costa Trails .....	44
Del Valle Quagga Mussel Inspection Program .....	45
Naturalist/Volunteer Coordinator.....	44
Roads and Trails.....	44
Spray Pay Premium .....	43
Staffing .....	12
Stand By Pay.....	44
Stewards	
Leave .....	7
List .....	6
Number .....	7
Recognition .....	6
Strikes .....	13
Student Laborers	
Number .....	25
Park Staffing .....	25
Representation.....	25
Schedule .....	25
Subcontracting .....	9
Successor.....	72
Supervisory Exemption .....	2
Temporary Work	
See Seasonal and Temporary .....	23

Term .....	74
Termination	
Procedure .....	2
Sick Leave .....	46
Time Cards & Paydays	
Distribution .....	43
Payday .....	43
Procedure .....	43
Wage Controls .....	43
Training .....	70
Transfers	
6 Month Employees .....	35
Directed.....	35
Non-Supervisory .....	34
Part Time to Full Time.....	35
Restrictions .....	35
Supervisors .....	35
Temporary Assignment.....	36
Voluntary.....	34
Tuition Reimbursement .....	44
Uniforms .....	54, 94
Union Meetings	
Location .....	8
Procedures and Purposes .....	7
Union Representation	
Newly Hired Employees.....	2
Number .....	7
Officer & Steward List .....	6
Recognition .....	6
Unit Managers .....	12
Vacation	
6 Month Employees .....	51
9 Month Employees .....	50, 51
Amount.....	50
Carry-Over .....	50
Holiday During .....	51, 52
Payout.....	51
Schedule .....	51
Use.....	50
Voluntary Deduction .....	5
Volunteers	
Alternative Work Program.....	31
Categories.....	31
Community Resource Groups.....	31
Coordinator .....	31
Joint Labor Management Review Board.....	31
Supervision of .....	31
Use of.....	30
Work Alternative Program.....	31
Work Rules .....	32
Wages	
Compensation.....	41
Control .....	43
Holiday Pay.....	38, 53
Light Duty.....	49
See Time Cards and Paydays .....	43

Waiver .....	73
Work Crews	
See Volunteers .....	30
Worker's Compensation	
Administration .....	58
Job Injury Benefit Accrual .....	59
Job Injury Leave.....	59
Recovery.....	60
Written Notice.....	2, 30, 73

## NOTES

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