



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073
(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

APPROVED AND FILED BOARD OF SUPERVISORS

March 28, 2006

DATE: 3/28/06
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD

Agenda: March 28, 2006

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

BY *[Signature]* DEPUTY

Re: Request to Add Late Item to the Agenda

Dear Members of the Board:

It is requested that the attached item be added to the agenda for consideration by the Board of Supervisors. This request is made for the reasons specified below in accordance with provisions of the Brown Act as amended. (Please check one of the following criteria which, specifically, indicates the action requested.)

A. It is requested that the Board of Supervisors determine, by Majority Vote, that an emergency situation exists requiring prompt action due to the disruption of public facilities from one of the following:

(a) A work stoppage or other activity which severely impairs public health, safety, or both; or

(B) A crippling disaster which severely impairs public health, safety, or both.

B. It is requested that the Board of Supervisors determine by two-thirds vote of its members present at the meeting that a need to take immediate action arose subsequent to the printed agenda being posted as follows:

The labor agreement with SEIU Local 415 has expired and the employees represented by that union have been working without a contract. The County has already experienced two recent work stoppages, and other job actions have been threatened. Prompt action is necessary to forestall any further concerted labor actions.

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Board of Supervisors
Page 2

-2-

Agenda: March 28, 2006

It is therefore RECOMMENDED that your Board accept this item for consideration on your agenda under the criteria specified above.

Very truly yours,

A handwritten signature in black ink, appearing to read "Susana A. Mauriello". The signature is fluid and cursive, with a large initial "S" and a checkmark-like flourish at the end.

SUSANA A. MAURIELLO
County Administrative Officer

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41.1



County of Santa Cruz

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073

(831) 454-2600 FAX: (831) 454-2411 TDD: (831) 454-2123

APPROVED AND FILED
SANTA TORRES WONG, DIRECTOR

BOARD OF SUPERVISORS

DATE: 3/28/06
COUNTY OF SANTA CRUZ

SUSAN A. MAURELLO

EX-OFFICIO CLERK OF THE BOARD

BY: *Susan A. Maurello* DEPUTY

March 28, 2006

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

APPROVE TENTATIVE AGREEMENT WITH THE GENERAL REPRESENTATION UNIT, ADOPT ATTACHED RESOLUTIONS IMPLEMENTING PROVISIONS OF THE AGREEMENT, AND DIRECT THE PERSONNEL DIRECTOR TO RETURN TO YOUR BOARD WITH THE FINAL MEMORANDUM OF UNDERSTANDING FOR FINAL APPROVAL.

Dear Members of the Board:

Tentative agreement was reached with the General Representation Unit on March 25, 2006 for a two-year contract for the period from September 11, 2005 to September 10, 2007. This morning, the County received official notification from the Union that the tentative agreement was ratified by the Union's membership. The agreement is within the authority established by the Board.

The major provisions of the tentative agreement include the following:

- Cost of living increase of 3% effective September 9, 2006;
- Effective April 8, 2006, one time signing bonus of \$1,000 for regular employees in an active paid status on March 25, 2006. This amount shall be prorated for less than full time employees according to the percentage reflected in the budgeted position master file for each employee;
- A new differential for Extra-help employees in the amount of \$1.00 an hour in addition to the regular hours worked in lieu of accruals and other benefits and eliminating current provisions for health care cost reimbursement for Extra-help employees;
- Various Equity adjustments in 2006 and 2007;
- The County's monthly contribution towards health care for active employees shall be increased to 95 percent (\$404.23) for employee only, 75 percent (\$638.25) for employee plus one, 75 percent (\$829.73) for employee plus two in 2006. These changes will be effective the first pay period after ratification by the members and approval by the Board of Supervisors and as soon as PERS administrative procedures allow;

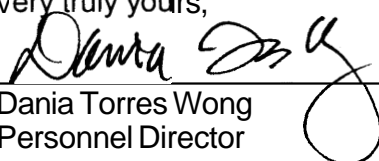
- The County's monthly contribution towards health care for active employees beginning January 1, 2007 shall remain at 95 percent for employee only, 75 percent for employee plus one, and 75 percent for employee plus two of the 2007 premium for Blue Shield HMO;
- The County's monthly contribution to health care for retirees will increase \$50 per month (less the statutory 5% PERS increase for 2006) effective after ratification by the members and approval by the Board of Supervisors and as soon as PERS administrative procedures allow;
- The County's monthly contribution to health care for retirees will increase \$50 per month effective January 1, 2007;
- Review and update of the benchmark classifications in the second year;
- Paid holiday for Cesar Chavez effective March 31, 2006 and annually thereafter;
- Language to clarify the employer and employee contribution rates for County Peace Office Safety retirement as specified in Article 9.3 of the attached MOU;
- Increase the amount for reimbursement of property damage to a maximum of \$500 effective September 11, 2006;

The sources of funding for these increases are Federal and State funding, departmental revenues, and the general fund. The County funds are included in the County budget for the current year and will be incorporated in the budget for future fiscal years.

IT IS THEREFORE RECOMMENDED that your Board:

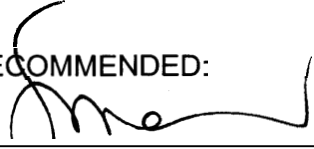
1. Approve the attached tentative agreements for the General Representation Unit;
2. Adopt the attached resolutions implementing the salary and benefit provisions of the contract,
3. Direct the Personnel Director to return to your Board with the Memorandum of Understanding for final approval at your next meeting and
4. Authorize the Personnel Director and the County Administrative Officer to take all necessary administrative actions including signing appropriate documents to effectuate administrative and benefit changes to implement the provisions of this agreement.

Very truly yours,



 Dania Torres Wong
 Personnel Director

RECOMMENDED:



 Susan A. Mauriello
 County Administrative Officer

DTW:AP

Cc: Auditor-Payroll(2), Personnel Department(2); All Department Heads
 Kristina M. Sermerheim, Chief Negotiator of SEIU Local 415

41.1

TENTATIVE AGREEMENT
BETWEEN SEIU LOCAL 415 and the COUNTY OF SANTA CRUZ
 March 25, 2006

(Note: ALL DATES ARE INTENDED TO BE THE PAY PERIOD CLOSEST TO THE SPECIFIED DATE)

1. **TERM:** 24 Months (September 11, 2005-September 10, 2007)
2. **SALARY:** Increase wages by 3% effective September 9, 2006 (pay period #20).
3. **SIGNING BONUS:** Effective April 8, 2006 (pay period #9) regular employees in an active paid status as of March 25, 2006, shall receive a one time signing bonus of \$1,000.00 (less legally required payroll tax deductions). This amount shall be prorated for less than full time employees according to the percentage reflected in the budgeted position master file for each employee. In certain circumstances, where people have consistently worked a majority of hours in excess of their regular budgeted position as straight time overtime, between September 2005 and March 2006, those employees may present those facts to the Personnel Director for consideration of an adjustment. All requests for adjustment must be received by the Personnel Director by May 30, 2006.
4. **EXTRA-HELP DIFFERENTIAL:** Effective April 8, 2006 (pay period #9) extra help employees shall be eligible for an extra-help differential of \$1.00 an hour in addition to their regular pay for all hours worked in lieu of accruals and all other benefits. Article placement to be determined by the parties. Article 35-Insurance shall be deleted.

5. EQUITY ADJUSTMENTS:

Effective on April 8, 2006 the following classifications shall receive a 2.5% equity increase:

- Deptl Info Systems Analyst
- Asst. Info Center Analyst
- Asst DP Prog Analyst
- Asst Network Sup Analyst
- Sr. Deptl Info Systems Analyst
- Info Ctr Systems Analyst
- DP Prog Analyst
- Network Sup Analyst
- Deptl Info Systems Spec
- Info Center Systems Spec
- DP Prog Trainee
- Network Sup Spec
- Deptl DP Coordinator

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Effective April 8, 2006 and March 10, 2007 respectively, a 2.5% equity increase shall be implemented for the classes below:

Engineering Tech I/II/III	Engineering Aide I/II
Engineering Associate	Sr. Engineering Associate
Auto Services Tech	Auto Services Attendant
Pharmacy Tech	Pre-Treatment Program Specialist
Bldg. Construction Project Mgr.	Solid Waste Inspector I/II
Sr. Auto Tech	Assessment Tech
Sheriff's Property Clerk	Assessment Clerk
Case Data Clerk	Sr. Case Data Clerk
Sheriff's Records Clerk	

6. HEALTH PLAN:

a. Effective after Union ratification and approval by the Board of Supervisors and as soon as PERS administrative procedures allow, and for the remainder of calendar year 2006, the County's monthly contribution towards health care costs for active employees shall be as follows:

Employee Only:	95% of the 2006 premium for Blue Shield HMO (\$404.23)
Employee + 1:	75% of the 2006 premium for Blue Shield HMO (\$638.25)
Employee + 2:	75% of the 2006 premium for Blue Shield HMO (\$829.73)

b. For calendar year 2007, and thereafter, the County will increase monthly contribution for active employees in an amount equal to:

Employee Only:	95% of the 2007 premium for Blue Shield HMO
Employee + 1:	75% of the 2007 premium for Blue Shield HMO
Employee + 2:	75% of the 2007 premium for Blue Shield HMO

8. CLASSIFICATION STUDY: A classification study will be completed and forwarded to the Union no later than September 30, 2006, to include all Information Technology (IT) classifications.

9. BENCHMARK CLASSIFICATIONS: The joint Fox Lawson benchmark classifications shall be printed in the MOU as an attachment. There will be two meetings in the second year to review and update the list.

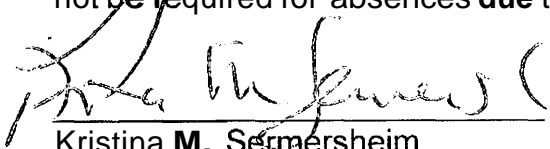
10. HOLIDAY: Cesar Chavez Day – March 31 shall be included in Article 16.1 as a specified holiday.

11. All T/A's previously agreed upon.

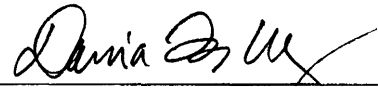
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12. WITHDRAWAL OF PERB COMPLAINT: Once the successor MOU becomes effective, SEIU 415 or it's authorized representative shall sign the attached Settlement Agreement **and** withdraw, with prejudice, any unfair practice charges that they have filed with the Public Employment Relations Board concerning essential services. The parties agree that the Court Order **issued** in Santa Cruz County Superior Court Case No. CV152440 dated September 12, 2005 will be dismissed with prejudice upon the execution of a **successor** collective bargaining agreement. SEIU and the County **also agree** that they will not file any additional unfair practice charges concerning bargaining over **the** successor MOU **or** the recent work **stoppages** by SEIU members. SEIU and the County agree not to intimidate, discipline, coerce or discriminate against SEIU **members** because of their participation or non-participation in **the** strike.

13. AMNESTY: SEIU 415 and all of **the** SEIU employees that are **covered** under the successor **collective** bargaining **agreement** and **the** County **agree** not to pursue any additional claims in any forum against one another arising out of the bargaining of this successor MOU or the associated one day **strike** and 1 ½ hour partial strike. Unless otherwise required by County rules, doctor's **excuses** will not **be** required for absences **due** to illness on March 17, 2006.



Kristina M. Sermersheim
Chief Negotiator for SEIU



Dania Torres Wong
Chief Negotiator for
County of Santa Cruz


Proposal 3.1


3.1 STEWARDS

The Union agrees to notify the County of their Stewards on a quarterly basis. At least one Steward shall be allowed in each department. If a department has more than one physical work location, a Steward shall be allowed at each separate physical work location. If more than twenty-five (25) employees in the same department are assigned to one physical work location, one (1) Steward shall be allowed for each twenty-five (25) or fraction thereof. The Union may request additional Stewards where departmental circumstances warrant such action and department heads are authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward. The County and the Union will jointly offer an eight (8)-hour basic Shop Steward training course once a year as part of the Training Task Force program. Release time shall be authorized in accordance with MOU Attachment C.

When Shop Stewards communicate with the County on issues within the scope of representation, they must identify themselves as Shop Stewards.

Tentative Agreement Sept. 2, 2005
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz


Cliff Tillman
Chief Negotiator
General Representation Unit

4.1

Attachment C of SEIU MOU – September 14,2002 – September 10,2005

PROVISIONS REGARDING RELEASE TIME AND THE VOLUNTEER INITIATIVE

This attachment states the provisions of State law and the County's Employer-Employee Relations Policy regarding release time for employee representatives. Meyers-Milias-Brown Act Government Code Section.3505.3.

Time Off For Meetings

Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation. (County Employer-Employee Relations Policy 181.13, Employee Meetings on County Time).

A. Official Representatives

Official representatives of a recognized employee organization shall be allowed time off on County time during normal working hours when formally meeting and conferring in good faith with the Employee Relations Officer or other management representative designated by the Board on matters within the scope of representation, provided that advanced arrangements for the absence are made with the representative's department head or designee and provided that the number of representatives released for such meetings shall not exceed three (3) persons, except by mutual agreement between the Personnel Director and the employee organization prior to the meeting. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services.

B. Employees

1. County employees shall be allowed time off on County time to attend meetings held by County departments or agencies during regular working hours:

- a. If their attendance is required at a specific meeting.
- b. If their attendance is required by a hearing officer or commission for presentation of testimony or other reasons.
- c. For meetings required for settlement of grievances filed pursuant to a formal grievance procedure.*
- d. If they are designated as a union steward or representative for purposes of processing a formal grievance."
- e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearings on wages, hours and working conditions.

441.1

2. In each case above, advanced arrangements shall be made with the employee's department head or designee for the employee to be absent from the work station or assignment, and the County department or agency calling the meeting shall be responsible for determining that the attendance of the particular employee is required.

3. Other Absence. No other time off on County time shall be allowed except as specifically provided herein or in a memorandum of understanding.

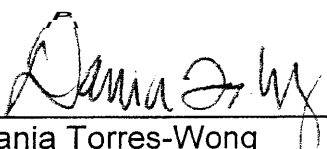
Volunteer Initiative Program

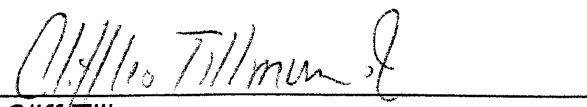
1. The County and the Union acknowledge the necessity and importance of the Volunteer Initiative Program (VIP). The County agrees that no current General Representation Unit employee shall experience any reduction in hours or temporary or permanent elimination of their position due to a VIP placement. Further, the County shall provide the Union with written proposals detailing each volunteer position proposed for placement. In order to be timely, the Union shall notify the County within five (5) working days of receipt of such notices. The County will stop the placement of the volunteer if advance notice is not provided to the Union. The Union may designate two (2) representatives to meet with the County. The County shall provide reasonable time for two (2) Union representatives to respond to volunteer proposals during regular working hours. Volunteer placements shall not exceed three (3) months or 360 volunteer hours in duration unless by mutual agreement.

2. Union concerns regarding abuse of the use of extra-help and/or inmate labor in relationship to the General Representation Unit shall be brought to the attention of the Employee Relations Division of the Personnel Department in a timely manner. That Division shall investigate the situation and provide a timely written response to the Union.

* See Article 22.5 B (1) of the General Representation Unit Memorandum of Understanding

Tentative Agreement Sept. 2, 2005
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz


Cliff Tillman
Chief Negotiator
General Representation Unit

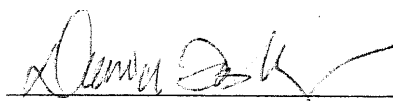
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Proposal 3.4.B

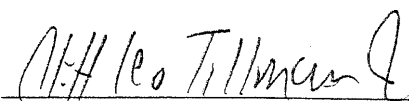
3.6.B Notification

B. Disciplinary Action. The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank employees covered by the Memorandum of Understanding. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, or b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments.

Tentative Agreement August 25, 2005
Date



Dania Torres-Wong
Chief Negotiator for
County of Santa Cruz



Cliff Tillman
Chief Negotiator for
General Representation Unit

Proposal 3.6.D.

3.6 D. Impasse procedure

D. Union Notification. Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption. The impasse procedures shall be in accordance with Government Code Section 3505.

Tentative Agreement Sept. 2, 2005
DATE

Dania Torres Wong
Dania Torres Wong
Chief Negotiator for
County of Santa Cruz

Cliff Tillman
Cliff Tillman
Chief Negotiator for
General Representation Unit

Proposal 3.7

3.7 Union Leave And Time Off

The County acknowledges that County employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the County acknowledges that effective representation requires participation in training and union activities and that reasonable time off without pay should be available for such purposes. The Union acknowledges the County's priority for County programs and services and projects. The Union recognizes the need for notice and limitations in the administration of this Article. Further, the Union recognizes that an employee/Union board member or Shop Steward may have specialized skills, abilities and knowledge, which are necessary and cannot be reasonably replaced. The County and Union agree that an employee/Union board member or Shop Steward shall be entitled to an aggregate of ten (10) days per year time off without pay for Union training and activities subject to the following limitations:

- A. Two (2) weeks advance notice of each absence, unless mutually waived.
- B. No more than two (2) employees may be off at the same time and no more than fourteen (14) employees may take time off work under this Article in any calendar year.
- C. The employee has skills, talents, abilities and knowledge, which can reasonably be replaced.

A leave without pay may be granted by the appointing authority with the approval of the CAO for a period of twelve (12) months. The CAO's decision on such leaves is final. A person granted such leave who has permanent status in her/his class shall have the right to return to a position in that class. While on such leave, the person shall not be considered a County employee for any purpose except, for an employee with permanent status in her/his class, the right to return at the expiration of the leave.

Tentative Agreement Sept 2, 2005
Date

Dania Torres-Wong
Dania Torres-Wong
Chief Negotiator
County of Santa Cruz

Cliff Tillman
Cliff Tillman
Chief Negotiator
General Representation Unit

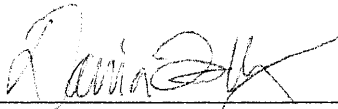
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Proposal 7.4

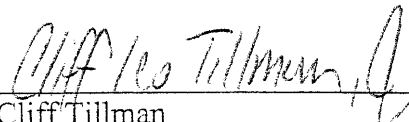
7.4 LATE EVALUATIONS

Failure of an appointing authority to recommend a step advancement in accordance with Article 19.5, shall be considered to be a recommendation of step advancement effective on the due date.

Tentative Agreement August 11, 2005
Date



Dania Torres-Wong
Chief Negotiator for
County of Santa Cruz



Cliff Tillman
Chief Negotiator for
General Representation Unit

9.3 RETIREMENT (PERS) – COUNTY PEACE OFFICER SAFETY MEMBERS

A. The County contracts with PERS for the 2% at age 50, County Peace Officer Safety retirement plan for the following job classifications:

Group Supervisor I
Group Supervisor II
Senior Group Supervisor
Deputy Probation Officer I
Deputy Probation Officer II
Deputy Probation Officer III

1. The employee shall pay the entire employee PERS contribution as determined by PERS (9%).

2. Notwithstanding the maximum county contributions for miscellaneous employees in the General Representation Unit which is set at 15.005% pursuant to Section 9.1.A above, the total of County contributions for employees in the General Representation Unit in the 2% at age 50 County Peace Officer Safety PERS retirement plan shall not exceed 21.233% (comprised of the 15.005% cap on County contributions for Miscellaneous, plus the 6.2% Social Security savings, and .028% savings for movement of Probation employees from Miscellaneous to County Peace Officer Safety).

3, The employee shall be responsible for payment of all PERS employer or employee retirement contributions in excess of the maximum of 21.233% County contribution for County Peace Officer – Safety members.

B. The parties agree that the provision in Article (9.3) shall be a part of the subsequent Memorandum of Understanding for this representation unit.

C. Implementation of IRC Section 414(h)(2)

The County implemented the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996. Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Subsection A.1. of this Article (9.3) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the

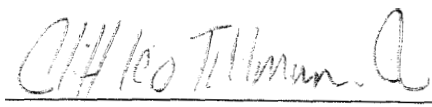
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event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

Tentative Agreement 9-11-04
DATE



Dania Torres Wong
Chief Negotiator for County



Cliff Tillman
Chief Negotiator for SEIU

ARTICLE 10 INSURANCE BENEFITS

10.1 H. ~~9.2~~ RETIREE³ HEALTH CARE EMPLOYEES

A. Employees in this representation unit who retire through PERS may enroll in a PERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Program and PERS regulations.

1. Effective after Union ratification and Board of Supervisor's approval and as soon as PERS administrative procedures allow, and for the remainder of 2006, the County will make the following monthly contributions towards retiree health January 1, thru December 31, 2003 the County contributions for retiree health care shall be an amount as follows, not to exceed the actual cost of the plan selected:

- a. Retiree only: \$307 ~~177~~ per month
- b. Retiree plus one: \$357 ~~227~~ per month
- c. Retiree plus two or more: \$413 ~~283~~ per month

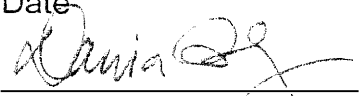
2. Effective in January 2007, and for the remainder of 2007, the County will increase monthly contributions for retiree health by \$50 to the following amounts not to exceed the actual cost of the plan selected: The rates set forth above shall be adjusted as follows:

- January 2004 Increase \$40 per month*
- a. Retiree only: \$357 ~~217~~
 - b. Retiree plus one: \$407 ~~267~~
 - c. Retiree plus two or more: \$443 ~~323~~

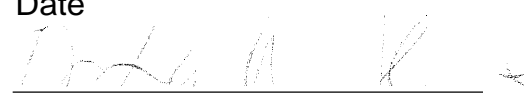
- January 2005 Increase \$40 per month*
- a. Retiree only: \$ 257
 - b. Retiree plus one: \$ 307 ~~—~~
 - c. Retiree plus two or more: \$ 363

B. Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The County reserves the right to make modifications to retiree medical coverage, including termination of coverage, upon or after the termination of this Memorandum of Understanding.

NOTE: Also see ~~Article 10.1 G for retiree coverage under alternate health plan~~

3/2/06
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz

Date


Kristy Sermersheim
Chief Negotiator
General Representation Unit

Proposal 10.4


Article: 10.4 (New Modified 09/11/05)

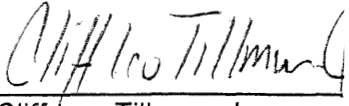
- A. Employees are entitled to receive 60% of the first \$3000.00 of their pre-disability basic monthly earnings under the current County LTD. There is a 30-day waiting period and the benefit is available for two years. The County agrees to pay the premium, including any increases, and to maintain the current long-term disability plan for the employees in the General Representation Unit.
- B. SEIU in conjunction with the County's benefit division in the Personnel Department agrees to research long and short-term disability (LTD & STD) insurance programs including SDI. A new LTD program would be integrated with STD and may be supplemented with annual leave for employees in the bargaining unit. Should the bargaining unit choose a STD such as State Disability Insurance Program or other program, solely funded by employee contributions, the County will apply their current LTD contribution to a LTD that will cover employees at the completion of STD. The parties agree that, during the term of this contract, no new County monies will be allocated if SEIU chooses to change the current LTD structure.

Upon selection of a new STD and LTD program and prior to the implementation of any benefit change and associated payroll deduction, SEIU will present the matter to the unit for a vote on the benefit change through the State Mediation Service. If 50% plus one of those voting agree to the benefit change, the new STD will be adopted. Enrollment in the STD plan and employee payroll deductions shall be mandatory for all SEIU employee classes covered by the current LTD plan.

The County will cooperate in the implementation of the payroll deduction. The total County costs for administration and any and all associated costs shall not exceed \$3,000. Any additional costs shall be recovered through payroll deduction. Implementation shall not occur until January 2006 or later. Should SEIU choose a program such as SDI, which has a seven-month waiting period before employees may access benefits, the current LTD program will remain in effect during the initial implementation waiting period. The new LTD plan would be effective upon the cessation of the current LTD program.

Tentative Agreement Sept. 11, 2005
Date


Dania Torres Wong
Chief Negotiator
County of Santa Cruz


Cliff Leo Tillman, Jr.
Chief Negotiator
General Representation Unit

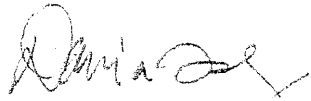
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10.11 EMPLOYEE ASSISTANCE PROGRAM

The County provides an Employee Assistance Program through PacificCare Behavioral Health MHN CSAC-Excess Insurance Authority Consortium.

3-8-06

Date



Dania Torres-Wong
Chief Negotiator
County of Santa Cruz

Date



Kristy Sermersheim,
Chief Negotiator
General Representation Unit

Union Proposal (Counter Proposal 09/02)

Article: 12.4

Subject: Overtime

Summary: Adds two classifications to list of classifications in which all time except compensatory time applies towards overtime.

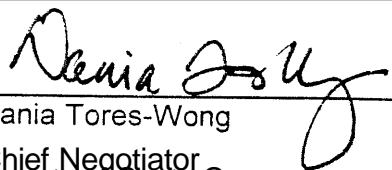
Language: To amend Article 12.4 to read as follows:

Notwithstanding the other provisions of this Article, all time in paid status except compensatory time off will apply towards overtime for the following classes only:

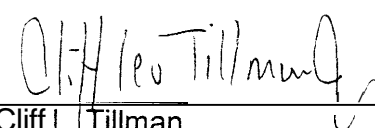
- Public Works Maintenance Worker I - IV
- Public Works Supervisor
- Sanitation Maintenance Worker I - III
- Pump Maintenance Mechanic
- Disposal Site Maintenance Worker
- Heavy Equipment Operator-Disposal Sites
- Transfer Truck Driver
- Heavy Equipment Mechanic I
- Heavy Equipment Mechanic II
- Supervising Heavy Equipment Mechanic
- Public Works Dispatcher
- Heavy Equipment Service Worker
- Solid Waste Inspector III
- Environmental Program Coordinator

- Treatment Plant Operator in Training
- Treatment Plant Operations Supervisor
- Senior Treatment Plant Operator
- Lead Heavy Equipment Operator
- Cashier-Disposal Site
- Electrical Instrumentation Supervisor
- Electrical Instrumentation Technician I
- Electrical Instrumentation Technician II
- Treatment Plant Operator

Date: 4-2-05



 Dania Tores-Wong
 Chief Negotiator
 County of Santa Cruz

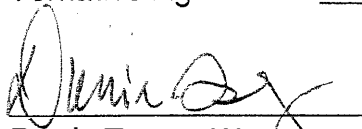


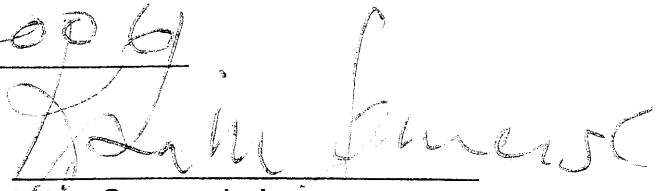
 Cliff L. Tillman,
 Chief Negotiator
 SEIU - County Chapter

14.4 MORGUE CLEANING ALLOWANCE

One employee in the class of Custodian shall receive a differential of \$0.7545 per hour over his/her base hourly rate when assigned to clean the County morgue for a full work period. The assignment may be changed among employees from work period to work period, but only one person shall receive the differential within a work period. (A work period is a period of seven consecutive 24 hours, or 168 consecutive hours.)

Tentative Agreement 3/7/2006
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz

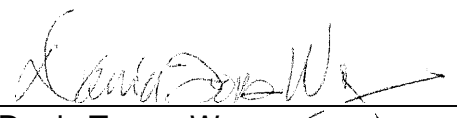

Kristy Sermersheim
Chief Negotiator
General Representation Unit

Proposal 14.8

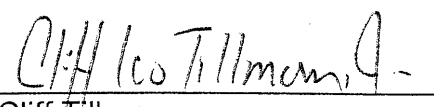
~~14.8 CHILD PSYCHIATRIST DIFFERENTIAL~~

~~An eligible employee in a budgeted position in the class of Psychiatrist shall receive a differential of 4.0% when assigned by the department head for and as a child psychiatrist. To be eligible for such differential, a majority of the employee's caseload must be child psychiatry, the employee's primary assignment must be child psychiatry duties, and the employee must be Board eligible or Board certified in child psychiatry.~~

Tentative Agreement 8/18/05
Date



Dania Torres Wong
Chief Negotiator for
County of Santa Cruz.



Cliff Tillman
Chief Negotiator for
General Representation Unit


County's Counter Proposal
Distributed at the table 9/6/05


Article 15.2

15.2 REIMBURSEMENT FOR PROPERTY DAMAGE

In the event that an employee, required by his/her department head to use a private automobile on County business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding \$150.00 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Effective September 11, 2006, the maximum reimbursement available shall be increased to \$500.00.

Tentative Agreement 9-11-05
DATE


Dania Torres Wong
Chief Negotiator for
County of Santa Cruz


Cliff Tillman
Chief Negotiator for SEIU

41.1

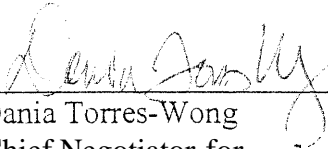
Proposal 16.2.C.3

CARE OF IMMEDIATE FAMILY MEMBER

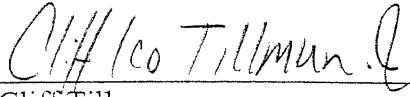
3. [Keep as is in the MOU]

a) Care of Immediate Family Member. An employee may be granted permission to use annual leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care. or in order that he/she may obtain medical consultation to preserve his/her health. Immediate family shall mean son or daughter including variation of step or foster, spouse or domestic partner, parents, grandparents, grandchild, brother or sister of the employee or any person living in the immediate household of the employee.

Tentative Agreement August 25, 2005
Date



Dania Torres-Wong
Chief Negotiator for
County of Santa Cruz



Cliff Tillman
Chief Negotiator for
General Representation Unit

Proposal 19.2

The County and Union agree that in some disciplinary cases it would be appropriate and beneficial to use the services of an arbitrator.

A. Employees, with Union approval, may utilize an arbitrator for disciplinary actions (suspensions, demotions, dismissals) provided they waive their right to an appeal before the Civil Service Commission. This alternative shall apply only to disciplinary actions that can be appealed to the Civil Service Commission.

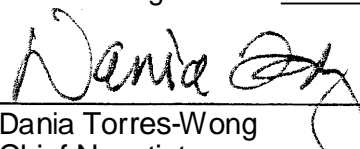
B. The arbitration for disciplinary actions will use a panel of three standing local arbitrators (e.g., a local administrative law judge, attorney, or otherwise qualified individual) mutually selected by the County and Union. The arbitrator for each disciplinary hearing will be selected by random method from the panel of three standing arbitrators.

C. The arbitration shall be subject to all the provisions of Title 9 of Part 3 of the California Code of Civil Procedure, commencing with Section 1280 except for the following special provisions of this agreement:

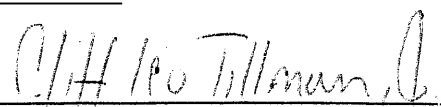
1. Appeals must be heard within 30 days from the date of appeal.
2. The arbitrator must issue findings and decisions within 30 days of the date of the hearing.
3. Back pay awards are limited to a maximum of 60 days.
4. The arbitrator shall be bound by all County ordinances and resolutions and the Memorandum of Understanding.
5. The costs for the arbitrator shall be equally shared by the Union and County.
6. Each party shall bear their own costs of representation.
7. Proceedings shall be taped; the party requesting a transcription shall bear the cost of transcription.

D. Employees with Union approval, may request mediation, utilizing State Mediation and Conciliation Service in lieu of arbitration or the Civil Service Commission. The County and the employees shall attempt to reach mutual agreement on a mediator. If they do not, they shall mutually request assignment of a mediator from the State Mediation and Conciliation Services.

Tentative Agreement _____
Date 9-12-05



Dania Torres-Wong
Chief Negotiator
County of Santa Cruz



Cliff Tillman
Chief Negotiator
General Representation Unit

19.5

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within 30 calendar days of the due date unless extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date. No extension will be granted beyond 90 days. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall ~~have attached~~ **include** documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

For purposes of this article a negative evaluation means an overall rating of below standard. All evaluations with a below standard rating may be appealed to the Personnel Director as outlined in the Civil Service Rules.

Evaluations presented after 30 calendar days of the due date with an overall "meets standard" rating that includes substandard comments may be reviewed by the Personnel Director. The Personnel Director's review is limited to the sole issue of whether or not the evaluation contains the required documentation and specific recommendations required herein. The timeline and process for the review shall follow the steps for a negative evaluation as outlined in the Civil Service Rules.

Tentative Agreement 9-14-05
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz

Cliff Tillman
Cliff Tillman
Chief Negotiator
General Representation Unit

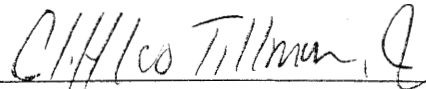
Proposal 21.1.B

B. On a first come, first served basis. up to 30 unit employees may submit requests for classification review of their positions during the month of January of each year. A completed position description form (PDF) shall accompany each employee's request. The PDF should highlight and describe in detail those duties which the employee believes are beyond the scope of his/her current class specifications. Within two weeks of receipt of the PDF ,the Personnel Department will inform the employee in writing when his/her study is scheduled. The study will be completed and the results implemented within one (1) year of the date the PDF was received in the Personnel Department. The employee's request for a classification study does not require the approval of the employee's supervisor or department head.

Tentative Agreement August 25, 2005
Date



Dania Torres-Wong
Chief Negotiator for
County of Santa Cruz



Cliff Tillman
Chief Negotiator for
General Representation Unit

Proposal 22.2.B.4

B. Specifically excluded from the grievance procedure are:

1. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order or this Memorandum of Understanding.
2. Dismissals, suspension, or reduction in rank or classification (appeal process through Civil Service).
3. Probationary Dismissals upon original appointment.
4. Content of performance evaluations.
5. Leaves of Absence, Article 17.2-5.
6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code (appeal process through Civil Service).
7. Complaints regarding occupational health and safety or the applicable procedures for such complaints (report to appropriate State or Federal agency).
8. Complaints regarding Workers Compensation or the applicable procedures for such complaints.

Tentative Agreement: Sept 16 2005
Date

Dania Torres Wong
 Dania Torres Wong
 Chief Negotiator
 County of Santa Cruz

Cliff Leo Tillman Jr.
 Cliff Leo Tillman Jr.
 Chief Negotiator
 SEIU Local 415

County Counter Proposal
Distributed September 14, 2005

ARTICLE 25 TRAINING AND PROMOTIONAL OPPORTUNITIES

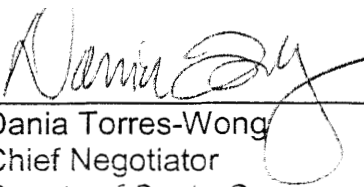
5. For the term of this agreement, the County will provide \$16,000 for funding for employees in the General Representation Unit for: the existing Tuition Reimbursement Program; for reimbursement for job-related but not required licenses and/or certificates; and for reimbursement for professional association dues for professional associations for which dues are inseparable from certification and/or licensure.

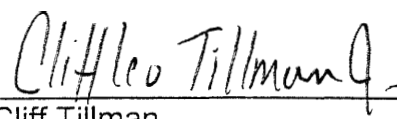
1. Maximum reimbursement for employees in the class of Building Permit Technician I, Building Permit Technician II, Senior Building Permit Technician, and Building Counter Supervisor for ICBO certificates, and for employees in the classes of Accountant I, Accountant II, Accountant III, Accounting Analyst, and Auditor I, Auditor II, Auditor III, and Auditor IV for Certified Public Accountant certificates shall be \$200 per calendar year, beginning January 1, 2000. Reimbursement shall only apply to fees paid by the employee during the calendar year in which reimbursement is received. No reimbursement shall be made for fees of less than \$5.

2. Extra Help Employees in the classes of Lifeguard, Head Lifeguard, Aquatic Aide, Recreation Program Specialist, Recreation Coordinator, Recreation Supervisor, Park Service Officer, and Park Recreation Cultural Worker I-IV are eligible to request reimbursement for licenses and certificates pursuant to this section.

32. Employees shall not be reimbursed under both this provision and the provisions of Article 15.3.

Tentative Agreement 9-14-05
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz


Cliff Tillman
Chief Negotiator
General Representation Unit


Proposal 25.B.1

ARTICLE 25 TRAINING AND PROMOTIONAL OPPORTUNITIES

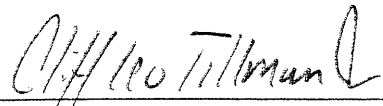
B. [remains as is in current MOU]

1. Maximum reimbursement for employees in the class of Building Permit Technician I, Building Permit Technician II, Senior Building Permit Technician, and Building Counter Supervisor for ICBO or ICC certificates, and for employees in the classes of Accountant I, Accountant II, Accountant III, Accounting Analyst, and Auditor I, Auditor II, Auditor III, and Auditor IV for Certified Public Accountant certificates shall be \$200.00 per calendar year, beginning January 1, 2000. Reimbursement shall only apply to the fees paid by the employee during the calendar year in which reimbursement is received. No reimbursement shall be made for fees of less than \$5.00.

Tentative Agreement Sept 11, 2005
Date



Dania Torres Wong
Chief Negotiator
County of Santa Cruz



Cliff Leo Tillman, Jr.
Chief Negotiator
General Representation Unit

**County Counter Proposal
Distributed September 14, 2005**

ARTICLE 32 EXTRA HELP (TEMPORARY) EMPLOYEE PROVISIONS

This Memorandum of Understanding (MOU) between Service Employees International Union (Union) and the County of Santa Cruz (County) represents the interim agreement between the parties to integrate extra help employees into the General Representation Unit. The term of this agreement is from September 14, 2002 through September 13, 2005.

Except as specifically modified herein, terms and conditions of employment for extra help employees shall remain unchanged, including those terms and conditions of employment set forth in the extra help employment document provided to extra help employees upon hire. The Union and County mutually acknowledge that extra help employees have at-will employment status.

The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees. This MOU shall be in effect, except as provided for in Article 7 regarding wages for Park Services Officer, PRCW II-IV, Head Lifeguard, and Lifeguard which will remain in effect until June 2005, from the date of its ratification by the Union and approval by the Board of Supervisors on its agenda, in conformance with the Brown Act, through September 13, 2005.

32.1 Provisions of the MOU regular employees applicable to extra help employees. The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees:

Article 25¹B. (Section A not applicable) – Training and Promotional Opportunities.
Applicable only to Parks Department Employees.

ALL OTHER LANGUAGE REMAINS THE SAME IN THE MOU EXCEPT THE ADDITION OF Article 25 AS OUTLINED above:

Article 28-Separability of Provision

Unless specifically listed above, MOU provisions for the General Representation Unit do not apply to extra help employees.

Tentative Agreement _____
Date

Dania Torres-Wong
Chief Negotiator for County

Cliff Tillman
Chief Negotiator for SEIU

44-1

Article 37.3

Amends Differential Language

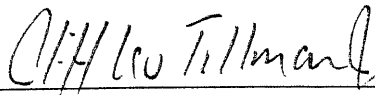
37.3 AQUATICS STAFF

A Lifeguard or Head Lifeguard shall receive a differential of \$1.25 per hour when assigned to instruct swim lessons or when assigned on the deck to supervise lifeguards conducting swim lessons.

Tentative Agreement 9-14-05
Date



Dania Torres-Wong
Chief Negotiator
County of Santa Cruz



Cliff Tillman
Chief Negotiator
General Representation Unit

Union Proposal

Article: Attachment B

Subject: Supervisory Classes

Summary: Adds the following classifications to supervisory list as they meet one or more of the standards set forth in personnel Regulation 181.2.A.25(S.S. a,c, e & g)

Language: To add the following classifications to Attachment B to read as follows:

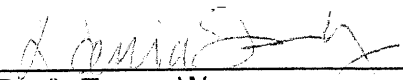
Class Code

Class Title

GK 3
GT4

**Head Lifeguard/Instructor
Recreation Program Specialist**

Tentative Agreement Sept 14, 2005
Date


Dania Torres-Wong
Chief Negotiator
County of Santa Cruz


Cliff Tillman
Chief Negotiator
General Representation Unit

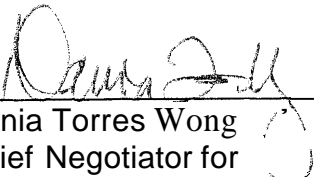
41.1

Article: New Article

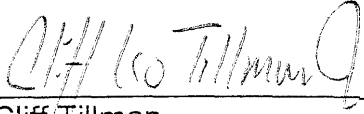
Subject: Upward Mobility

Within three (3) months of the execution of the 2005 Memorandum of Understanding, the Union will designate two (2) employees and one (1) staff person, and the County will designate up to three (3) staff persons, for a new subcommittee of the Training Task Force charged with creating a Career Opportunities Program. The Career Opportunities Program will provide workers with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily understandable, efficient and appropriate to the County's needs. Investing in and utilizing the talents of its workers will enhance the performance of the organization. A final report on the subcommittee's recommendations will be submitted to the Director of Personnel by June 30, 2006.

Tentative Agreement 9-11-05
DATE



Dania Torres Wong
Chief Negotiator for
County of Santa Cruz



Cliff Tillman
Chief Negotiator for SEIU

Article: New Article

Subject: Advance Enrollment Voluntary Time Off with Accrual

Language: To add side-letter to read as follows:

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF SANTA CRUZ
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 415**

Advance Enrollment Voluntary Time Off with Accrual (AVTO)

1. Purpose

The County of Santa Cruz (County) agrees to establish and administer an Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) for all County Employees. The purpose of the AVTO is to prevent layoffs within the County of Santa Cruz. In the event that the Board of Supervisors (BOS) determine that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year within departments.

2. Procedure

- a. Employees will have a two (2) week enrollment period, from the date of authorization by the BOS, in which they may voluntarily elect to submit an application to reduce work hours in advance within the twelve (12) month fiscal period. Only employees who have attained permanent status with the County of Santa Cruz may participate in the AVTO program.
- b. The application to participate in the AVTO shall be available to employees by request at the Personnel Office located at 701 Ocean Street, Rm 310. All Employees will be notified in writing regarding the AVTO specifics and application location(s) prior to the implementation of the enrollment period.
- c. Applications for voluntary leave shall be reviewed in good faith by the department head or department head designee. The department head or department head designee shall respond, in writing, to the application for voluntary leave under this program within twenty (20) calendar days.
- d. The department head or department head designee shall approve the application or deny the application. Applications for voluntary leave will

41.1

not be denied arbitrarily or capriciously. The decision of the department head or designee shall be final.

- e. All persons in the AVTO will return to their original work schedule and pay status at the end of the 12 months fiscal year. If an Employee transfers, promotes, demotes, terminates, or in any other way vacates his or her position, that Employee will be removed from the AVTO for the balance of the twelve months. The Union agrees that if the AVTO savings are not realized then mid-fiscal year layoffs may be required.
- f. AVTO may be taken in increments of at least one full hour. Employees may choose to request a block of VTO within the fiscal year authorized by the BOS.

Example: An Employee may request a block of VTO for any length of time within the 12-month fiscal period such as, but not limited to, a week, a month, or six month period.

- g. The County's contribution for the employer's contribution of medical, dental, retirement and life insurance for AVTO participants shall remain the same. The Employees medical, dental, retirement, annual leave accrual and life insurance benefits shall remain the same during the AVTO leave.
- h. AVTO shall apply toward time in service ~~or~~ step advancement.
- 1. AVTO shall not apply toward completion of probation.
- j. AVTO shall apply towards seniority for purposes of layoff.
- k. AVTO shall be granted without requiring Employees to use annual leave.
 - 1. AVTO shall not be considered paid leave for purposes of determining overtime eligibility.
- m. Employee must use all accrued comp time prior to use of AVTO.
- n. Differentials are not paid on AVTO hours.
- o. AVTO may affect PERS service credit. Employees shall be responsible for contacting PERS and confirming the affect of their participation in AVTO.

3. Payment Options

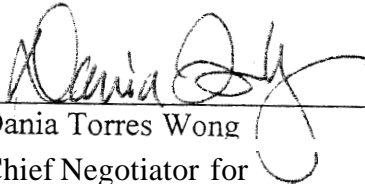
The County, Union Representatives and the Auditor Controller Representatives will meet to discuss the feasibility and implementation of the flat reduction or prepaid reduction payment options.

4. Program Announcement

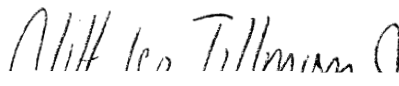
- a. The County and the Union Representatives shall encourage all departments and department employees who are able and willing to participate in AVTO to do so. Employees will not be disciplined, harassed, discriminated against, or otherwise adversely affected by choosing not to participate in AVTO by either the County or the Union.
- b. The County and the Union Representatives shall develop and distribute literature regarding AVTO.
- c. The County and the Union will hold joint brown bag lunch meetings to promote the AVTO program and answer questions on the AVTO program.

5. This side-letter of agreement does not modify, abridge, or otherwise affect the current Memorandum of Understanding or other agreements between the County and the Union currently in effect.

Tentative Agreement Sept. 11, 2005
DATE



 Dania Torres Wong
 Chief Negotiator for
 County of Santa Cruz



 Cliff Tillman
 Chief Negotiator for SEIU

41.1

Tentative Agreement 9/03/05

Article: New Article

Subject: Regional Transportation Commission

Language: To read as follows:

All provisions of this MOU will terminate for employees in the Regional Transportation Commission effective June 30, 2006 or upon completion of separation from the County.

For the County

SEIU

[Handwritten Signature]

[Handwritten Signature]

Date 9-2-05

Date 09/02/05

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. 99-2006

On the motion of Supervisor Campos
duly seconded by Supervisor Wormhoudt
the following resolution is adopted:

FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act; and

WHEREAS, Government Code Section 22892(c) provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, the County of Santa Cruz, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members of the General Representation Unit.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the employer's contribution for each employee in the General Representation Unit, effective for the coverage period May 2006, shall be the amount necessary to pay a portion of the cost of enrollment, including the enrollment of eligible family members, in a health benefits plan up to a maximum of \$404.23 per month with respect to an employee enrolled for self alone, \$638.25 per month for an employee enrolled for self and one family member, and \$829.73 per month for an employee enrolled for self and two or more family members, plus Contingency Reserve Fund assessments; and

BE IT FURTHER RESOLVED AND ORDERED, that effective the second month after receipt by CalPERS, the employer's contribution for each annuitant in the General Representation Unit shall be the amount necessary to pay a portion of the cost of his/her enrollment, including enrollment of eligible family members, in a health benefits plan up to a maximum of \$307.00 per month with respect to an annuitant enrolled for self alone, \$357.00 per month for an annuitant enrolled for self and one family member, and \$413.00 per month for an annuitant enrolled for self and two or more family members; and that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further

41.1

RESOLVED that the employer's contribution for each annuitant shall be increased annually by five percent of the monthly contribution for employees, until such time as the contributions are equal; and that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further

RESOLVED that the executive body appoint and direct, and it does hereby appoint and direct, Janet McKinley to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration; and be it further

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this 28th day of March, 2006, at a regular meeting by the following vote:

AYES: SUPERVISORS Beautz, Pirie, Wormhoudt, Campos and Stone
NOES: SUPERVISORS None
ABSENT: SUPERVISORS None

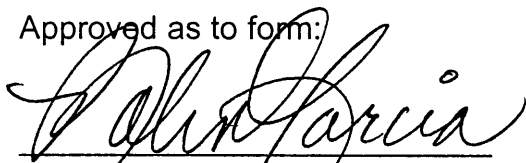
MARK W. STONE

Chairperson of the Board

ATTEST: **GAIL T. BORKOWSKI**

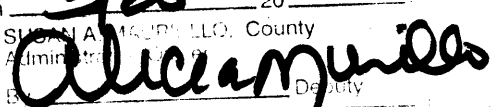
Clerk of the Board

Approved as to form:



Assistant County Counsel

cc: Auditor-Payroll
Personnel (2)
General Representation Unit
Public Employees Retirement System - Health Benefit Services Division
Post Office Box 942714
Sacramento, CA 94229 - 2714

STATE OF CALIFORNIA) ss
COUNTY OF SANTA CRUZ)
I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on 3/28 2006
SUSAN A. MAURIELLO, County Administrative Officer

Deputy

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

RESOLUTION NO. 100-2006

**On the motion of Supervisor Campos
duly seconded by Supervisor Wormhoudt
the following resolution is adopted:**

RESOLUTION AMENDING PERSONNEL REGULATIONS SECTION 160, NO. 247-76

**BY: _____
(Amendment No. 729)**

WHEREAS, this Board of Supervisors has adopted Personnel Regulations as part of the County's Procedure Manual by Resolution No. 247-76 and subsequent amendments; and

WHEREAS, the Board of Supervisors has approved the Tentative Agreement for the General Representation Unit for the period of September 11, 2005 through September 10, 2007, which contains explicit changes in salary, compensation and leave regulation provisions that are also contained in Section 160 of the Personnel Regulations; and

WHEREAS, it is now desirable and necessary to amend said resolution to incorporate changes in salary, compensation, and leave provisions contained in the Tentative Agreement into the Personnel Regulations.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Part 160 (Salary Compensation and Leave Provisions) be amended by modification of 162.2C3 by adding the following classes –Solid Waste Inspector I/II, Environmental Program Coordinator, Treatment Plant Operator in Training, Treatment Plant Operations Supervisor, Sr. Treatment Plant Operator, Lead Heavy Equipment Operator, Electrical Instrumentation Supervisor, Electrical Instrumentation Technician I/II, Treatment Plant Operator, Cashier – Disposal Site; 164.K – change from \$0.45 per hour to \$.75 per hour; 164.Y – add Head Lifeguard classification and change range from \$0.75 per hour to \$1.25 per hour; Add new Extra-Help Differential 164.AD – All extra-help employees shall receive \$1.00 per hour in lieu of holiday and benefits; 166.1.A1 & 2. – add March 31st – Cesar Chavez Day.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Personnel Director is authorized to make revisions to the text and format of Part 160 (Salary, Compensation, and Leave provisions) of the Personnel Regulations which reflect revisions to parallel provisions in the Memorandum of Understanding for the General Representation Unit for the period of September 11, 2005 through September 10, 2007, and to publish Part 160 with said revisions.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Santa Cruz, State of California, this 28th day of March, 2006, by the following vote:

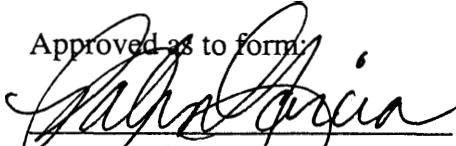
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AYES:	SUPERVISORS	Beautz, Pirie, Wormhoudt , Campos and Stone
NOES:	SUPERVISORS	None
ABSENT:	SUPERVISORS	None

MARK W. STONE

Mark Stone, Chairperson of the Board

ATTEST: **GALT T. BORKOWSKI**
 Clerk of the Board

Approved as to form:

 Assistant County Counsel

cc: Auditor-Payroll; General Representation Unit; Personnel (2)
 Each Department Head

STATE OF CALIFORNIA)
 COUNTY OF SANTA CRUZ) SS
 SUSAN A MAURIELLO, County Administrative
 Officer and **ex-officio Clerk of the Board of Super-**
isors of the County of Santa Cruz, State of
California do hereby certify that the foregoing is
a true and correct copy of the resolution passed
and adopted by and entered in the minutes of the
said board. In witness whereof I have hereunto
set my hand and affixed the seal of the said
Board on 3/28 **20** 06
 SUSAN A MAURIELLO, County
 Administrative Officer
 Deputy

Susan Mauriello

41.1

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. 101-2006

On the motion of Supervisor Campos
duly seconded by Supervisor Wormhoudt
the following resolution is adopted:

RESOLUTION AMENDING SALARY RESOLUTION NO. 279-75
(Amendment No. 730)

WHEREAS, this Board of Supervisors on June 25, 1975, adopted Resolution No. 279-75 establishing the compensation of County officers, deputies, assistants, and employees, and

WHEREAS, the Board of Supervisors has approved a Tentative Agreement for the General Representation Unit, which provides for changes in the salary steps over the term of September 11,2005 through September 10,2007; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning September 9,2006, at 12:01 a.m. by increasing each of the hourly rates in the salary range for classes in the General Representation Unit by 3%.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning April 8,2006 to give regular employees in an active paid status as of March 25, 2006, a one time signing bonus of \$1,000.00 (less legally required payroll tax deductions). This amount shall be prorated for less than full time employees according to the percentage reflected in the budgeted position master file for each employee.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning April 8, 2006, at 12:01 a.m. by authorizing the Personnel Director to establish standardized salary ranges with special wage adjustments of 2.5% for the following classes:

- | | |
|---|---------------------------------------|
| Departmental Information Systems Analyst | Assistant Information Center Analyst |
| Assistant DP Prog Analyst | Assistant Network Sup Analyst |
| Senior Departmental Information Systems Analyst | Information Center Systems Analyst |
| DP Prog Analyst | Network Sup Analyst |
| Departmental Information Systems Specialist | Information Center Systems Specialist |
| DP Prog Trainee | Network Sup Specialist |
| Departmental DP Coordinator | |

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning April 8, 2006 and March 10, 2007, at 12:01 a.m. by authorizing the Personnel Director to establish standardized salary ranges with special wage adjustments of 2.5% for the following classes:

- | | |
|---------------------------------|----------------------------------|
| Engineering Technician I/II/III | Engineering Aide I/II |
| Engineering Associate | Senior Engineering Associate |
| Automotive Services Technician | Automotive Services Attendant |
| Pharmacy Technician | Pre-Treatment Program Specialist |

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Building Construction Project Manager
Senior Automotive Technician
Sheriff's Property Clerk
Case Data Clerk
Sheriff's Records Clerk

Solid Waste Inspector I/II
Assessment Technician
Assessment Clerk
Senior Case Data Clerk

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning April 8, 2006, at 12:01 a.m. by establishing an extra-help differential of \$1.00 an hour in addition to their regular pay for all hours worked in lieu of accruals and all other benefits.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning April 8, 2006, at 12:01 a.m. by increasing the Morgue Differential to .75 cents an hour.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the pay period beginning April 8, 2006, at 12:01 a.m. by increasing the Lifeguard Differential to \$1.25 per hour.

BE IT FURTHER RESOLVED AND ORDERED that that County shall increase reimbursement of property damage to a maximum of \$500 effective September 11, 2006.

BE IT FURTHER RESOLVED AND ORDERED that the Personnel Director and County Administrative Officer take the necessary administrative actions to effectuate these changes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Santa Cruz, State of California, this 28th day of March, 2006, by the following vote:

AYES: SUPERVISORS Beautz, Pirie, Wormhoudt, Campos and Stone
NOES: SUPERVISORS None
ABSENT: SUPERVISORS None

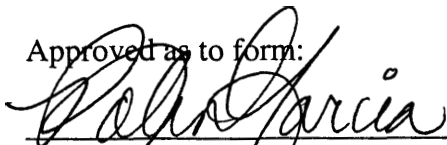
MARK W. STONE

Mark Stone, Chairperson of the Board

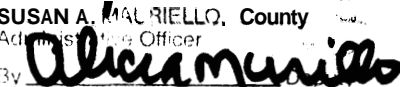
GAIL T. BORKOWSKI

ATTEST: _____
Clerk of the Board

Approved as to form:


Assistant County Counsel

cc: Auditor-Payroll: General Representation Unit; Personnel (2)
Each Department Head

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ
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SUSAN A. MAURIELLO, County Administrative Officer
By 

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