



COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT

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SANTA CRUZ, CA 95060

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June 3, 1998

Agenda: June 9, 1998

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

APPROVE MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT MIDDLE MANAGEMENT REPRESENTATION UNIT, ADOPT RELATED RESOLUTION TO IMPLEMENT AGREEMENT, AUTHORIZE PERSONNEL DIRECTOR TO SIGN AGREEMENT, ADOPT RELATED RESOLUTION TO IMPLEMENT PROVISIONS OF THE SHERIFF'S SUPERVISORY UNIT MEMORANDUM OF UNDERSTANDING

Dear Members of the Board:

Tentative agreement has been reached with Operating Engineers Local 3 for a new Memorandum of Understanding for the Law Enforcement Middle Management Representation Unit for the period June 28, 1997 through July 21, 2000, with a general effective date of June 13, 1998. The three year agreement is within parameters established by your Board and has been ratified by the membership.

Provisions of the agreement include:

- *A 3.0% general salary increase effective July 11, 1998.
- *Clarification that a salary adjustment for employees in the Sheriff's Supervisory Unit in lieu of employee payment of the PERS employee retirement contribution will not result in a salary adjustment for employees in this unit.
- *A 4.0% general salary increase effective December 11, 1999.
- *A cap on the increase in County contributions for health insurance coverage in 1998 and 1999.
- *An increase in County payments towards retiree health coverage of \$10 per month in July of 1998, August of 1998, and August of 1999.
- *A modification to the Career Incentive Differential so that employees who promote to this unit with an Advanced POST certificate would not suffer a decrease in the percentage differential for such certificate.
- *A change in Bereavement Leave language to make it consis-

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- tent with that for other representation units.
- *Implementation of the PERS military service credit option, provided there is agreement with all other Safety groups and there is no County cost.
 - *A change in the limit on reimbursement for body armor during the term of the agreement.

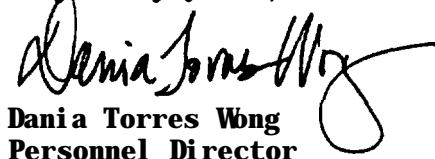
Please note that the addition of a new top step to the salary range and deletion of the existing first step, was effective September 6, 1997, in accordance with the existing Memorandum of Understanding.

The Memorandum of Understanding (MDU) for the Sheriff's Supervisory Unit contains a provision that the PERS contribution paid by employees beginning July 11, 1998, would be treated as tax exempt if there was agreement with the Law Enforcement Middle Management Unit that no salary adjustment for the latter unit would result from employees in the Sheriff's Supervisory Unit paying PERS employee contributions. The MDU for the Law Enforcement Middle Management Unit contains such an agreement. At the time your Board approved the MDU for the Sheriff's Supervisory Unit, you directed staff to return with the appropriate resolution regarding the treatment of employee paid PERS retirement contributions for tax purposes if there was an agreement with the Law Enforcement Unit. Attached is such a resolution for your approval.


It is **RECOMMENDED** that your Board:

1. Approve the attached Memorandum of Understanding for the Law Enforcement Middle Management Unit for the period June 28, 1997 through July 21, 2000.
2. Authorize the Personnel Director to sign the Memorandum of Understanding on behalf of the County.
3. Adopt the attached amendment to Resolution No. 279-75 to implement the salary actions described above.
4. Adopt the attached resolution regarding the treatment of employee paid PERS contributions for tax purposes, effective July 11, 1998, for the Sheriff's Supervisory Unit.

Very truly yours,


Dania Torres Wong
Personnel Director

RECOMMENDED:


SUSAN A. MARTELLO
County Administrative Officer

cc: Auditor-Payroll, Sheriff's Office, Operating Engineers Local 3,
Personnel (2)

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

RESOLUTION NO. _____

**On the motion of Supervisor
duly seconded by Supervisor
the following Resolution was adopted:**

Whereas, the Board of Supervisors of the County of Santa Cruz has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

Whereas, the Board of Administration of the Public Employees' Retirement System adopted its resolution regarding section 414(h)(2) on September 18, 1985; and

Whereas, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

Whereas, the Board of Supervisors of the County of Santa Cruz has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) should be provided to employees in the Sheriff's Supervisory Representation Unit who are members of the Public Employees' Retirement System

NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

- 1. That the County of Santa Cruz will implement the provisions of section 414(h)(2) of the IRC by making certain employee contributions pursuant to California Government Code Section 20615 to the Public Employees' Retirement System on behalf of its employees in the Sheriff's Supervisory Representation Unit who are members of the Public Employees' Retirement System effective July 11, 1998. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code Section 20615.**
- 2. That the contributions made by the County of Santa Cruz to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the County of Santa Cruz in lieu of contributions by employees in the Sheriff's Supervisory Representation Unit who are members of the Public Employees' Retirement System**

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3. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the County of Santa Cruz to the Public Employees' Retirement System
 4. That the County of Santa Cruz shall pay to the Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
 5. That the amount of the contributions designated as employee contributions and paid by the County of Santa Cruz to the Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Public Employees' Retirement Law (California Government Code sections 20000 et seq.).
 6. That the contributions designated as employee contributions made by the County of Santa Cruz to the Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the Public Employees' Retirement System

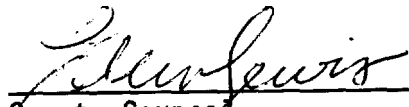
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

JAN BEAUTZ, Chairperson
Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM



County Counsel

DISTRIBUTION: Auditor-Payroll, Sheriff, Operating Engineers Local 3,
Personnel (2)

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

RESOLUTION NO.

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

RESOLUTION AMENDING SALARY RESOLUTION NO. 279-75
BY CHANGING STEPS IN SALARY RANGES
(Amendment No.)

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 Memorandum of Understanding for the Law Enforcement Middle Management Representation Unit which provides for changes in salary steps over the term of the agreement; and

WHEREAS, it is now desirable and necessary to amend said resolution to effect said changes.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective July 11, 1998, at 12:01 a.m., by increasing each of the hourly rates in the salary range for Sheriff's Lieutenant by 3.0%;

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective December 11, 1999, at 12:01 a.m. by increasing each of the hourly rates in the salary range for Sheriff's Lieutenant by 4.0%.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of , 1998, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

JAN BEAUTZ, Chairperson of the Board

ATTEST: _____
Clerk of the Board

Approved as to form:



Assistant County Counsel

cc: Auditor-Payroll, Sheriff, Operating Engineers Local 3, Personnel (2)

ARTICLE I
MEMORANDUM OF UNDERSTANDING - INTRODUCTION

This is a Memorandum of Understanding between the Management Negotiating Team for the County of Santa Cruz and the Operating Engineers, Local 3 Negotiating Team. Both parties agree that this Memorandum is a result of meeting and conferring in good Faith under the terms of State and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and the Operating Engineers, Local 3 for County Employees in the Law Enforcement Middle Management Representation Unit for the period beginning June 28, 1997 and ending July 21, 2000.

Unless otherwise specified herein, all provisions shall become effective June 13, 1998.

ARTICLE 3

RECOGNITION

The County of Santa Cruz recognizes the Operating Engineers, Local 3. (hereinafter referred to as "Union") as the **exclusive** bargaining representative for **all** employees in "permanent" (i.e., budgeted) positions within the **Law Enforcement Middle Management Representation Unit**.

ARTICLE 3

PEACEFUL PERFORMANCE OF COUNTY SERVICES

The **Union**, its agents and employees it represents, agree that there shall **be** no strike, work stoppage, or **any** other concerted interference with operations, or any picketing, **or any** refusal to enter upon' the County's premises or work site during the term of this **Memorandum of Understanding**.

Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the County shall determine: provided, **however**, that the employee shall have **recourse** to the Civil Service Commission as to the sole question of whether ~~he~~**she** in fact participated in such prohibited activity.

If the Union, its staff or Board of Directors **engage in**, cause, **instigate**, encourage, condone, or ratify any strike, work stoppage, concerted interference with operations, picketing or refusal by employees to enter upon the County's premises or work site, the County may immediately suspend or revoke the payroll deductions provided; however, the **Union** shall **have** recourse to the Civil Service Commission as to the sole question of whether the Union, or its staff or Board of Directors engaged in such prohibited activity.

The inclusion of this Article in the Memorandum of Understanding shall in no way be deemed to preclude or estop the County or the Union from seeking any form of legal or equitable relief to which it may be entitled during the term of the Memorandum of Understanding or at any other time.

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ARTICLE 4 COMPLIANCE WITH MEMORANDUM

In the event of any violation of the terms of ~~this~~ Memorandum, ~~responsible~~ and authorized Representatives of ~~the~~ Union or the Employer, or any individual department head as the ~~case~~ may be, shall ~~promptly~~ take such ~~affirmative~~ action as is within ~~their~~ power to correct ~~and~~ terminate such violation for the purpose of bringing such ~~persons~~ into compliance with the terms of this Memorandum. Individuals acting or ~~conducting~~ themselves in violation of the terms of this Memorandum shall be subject to discipline, up ~~to~~ and including ~~discharge~~. The employer shall enforce the terms of this Memorandum ~~on the~~ part of its supervisory ~~personnel~~; the Union shall enforce The terms of this Memorandum on the ~~part~~ of its members

ARTICLE 5 PAY

A. Basic Pay Plan. The basic ~~pay plan~~ consists of the ~~salary ranges~~ and assignment of classes to ~~such~~ ranges provided ~~for in~~ the County ~~salary~~ resolution. ~~Each~~ employee ~~shall~~ be paid within the range ~~for the class~~ unless otherwise provided herein.

B. Pay Adjustments

1. Salary Ranges

- a The salary range for the class of Sheriff's Lieutenant shall maintain an internal salary relationship ~~percent differential~~ of ~~18.3%~~ at the top step at the same time adjustments are made in the ~~salary~~ range for Sheriff's ~~Sergeant~~.

To illustrate application of this ~~provision~~, if the seventh (top) step for Sheriff's Sergeant is \$223.31, the top step for Sheriff's Lieutenant will be: $\$223.31 \times 1.183 = \264.27 . This provision shall be waived through December 17, 1999 only.

2. Salary Adjustments

Effective September 16, 1997, an additional step shall be added to the top step of the salary range approximately five (5%) above the ~~existing~~ top step. Any employee at the current top step who has completed 2080 hours of service at that step shall be immediately ~~eligible~~ for ~~advancement~~ to the new top step. Employees not yet qualified for advancement to the new step shall be ~~eligible for~~ advancement in accordance with regular ~~step advancement~~ rules.

Effective July 11, 1998, the hourly rate for ~~steps~~ in the salary ranges for ~~all~~ classes in this ~~representation~~ unit shall increase by 3.0%.

Effective December 11, 1999, the hourly rate for ~~steps~~ in the salary ranges for ~~all~~ classes in this representation unit shall increase by 4.0%.

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C. Requirements for Step Increases.

Step advancements are predicated upon merit and length of service, and each part-time or full-time employee in a budgeted position may receive an increase at the completion of each number of hours of service, specified herein below, up to and including the maximum step in the employee's salary range as set forth in the salary resolution of the County.

The steps of each salary range shall be interpreted and applied as follow:

1. The first step in each schedule is the minimum rate and may be the hiring rate for the class.
2. The second step may be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon the recommendation of the appointing authority.
3. The third step may be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
4. The fourth step may be paid at any time after 2080 hours of satisfactory or better service at the third step, as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
5. The fifth step may be paid at any time after 3080 hours of satisfactory or better service at the fourth step, as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
6. The sixth step may be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a meets job standards, exceeds job standards, or outstanding overall employee performance rating and upon the recommendation of the appointing authority.
7. The seventh step may be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon the recommendation of the appointing authority.

D. Hours of Service for Purposes of Step Advancement.

1. **Defined.** Paid hours of work and paid leave hours accrued by an employee within the number of authorized hours for the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or otherwise, shall not be included in

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hours of service.

- a) **Exceptions.** Military leave and time off due to an occupational injury with the County shall be considered hours of **service** for purposes of step advancement.

2. **Beginning Date.** Hours of **service** for purposes of step increases accrue by class, **beginning** from the most recent date of appointment.

E. Step Placement and Step Advancement Upon Appointment to Equal Class.

1. **Definition.** An equal class is one in which the fifth step hourly rate of the range for the new class is the same as for the current class.
2. **Step Placement.** Upon appointment to an equal class, the employee shall retain the same step.
3. **Step Advancement.** Upon appointment to an equal class, hours of service accrued in the former class for purposes of step advancement shall apply to the **new** class.
4. **Application.** This provision shall apply to all appointments to an equal class, including: transfer, displacement to an equal class, provisional transfer, return from provisional transfer, lateral **reclassification**, and reappointment to a former class **which** has a fifth step hourly rate which is the same.

F. Step Placement and Step Advancement Upon Appointment to Higher Class.

1. **Definition.** A higher class is one in which the fifth step hourly rate of the range for the new class is greater than the fifth step hourly rate of the range for the current class.
2. **Application.** This provision shall apply to all types of appointment to a higher class, except a reappointment from displacement, and shall include: promotion (**including** promotion through upward reclassification or through alternate **staffing**), appointment to a former higher **class** and a "work in a higher class" appointment.
3. **Step Placement.** The salary of employees **who** are appointed to a higher class shall be adjusted to the step for the new class closest to but higher than their old salary, provided, however, that such increases shall be equivalent to an increase of at least 5% within the limits of the new salary range.
4. **Step Advancement.** The **beginning** date for purposes of accrual of hours of service for step advancement shall be the **most** recent date of appointment to the higher class.

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G. Step Placement and Step Advancement Upon Appointment to Lower Class or Downward Reclassification.

1. Definition. A lower class is one in which the fifth step hourly rate of the **range** for the new class is less than the fifth step hourly rate of the **range** for the current class.

2. Appointment to a Lower Class Other than Downward Reclassification.

a) Application. The provisions of **paragraphs (b) and (c) below** shall apply to all types of appointment to a lower class, **except a Y-rate, including:** demotion, appointment to a former class, **displacement** to a lower class, return from provisional promotion, and return from work in a higher class.

b) To class of previous service. If the employee had previously served in the lower class to which appointed, such employee shall have all time **served** in the higher class count as continuous service in the lower class for purposes of **step placement and advancement.**

c) To class with NO previous service. Upon appointment to a lower class, the employee's salary shall be adjusted to the same **salary** range of the **new** salary range that **he/she was** receiving in the **salary** range of the higher class and the employee shall receive credit for hours of **service** accrued in the step in the higher class for purposes of **determining** step advancement in the lower class.

3. Downward Reclassification.

a) Overfill Status. When an occupied **regular** or **limited** term position is reclassified downward, the probationary or permanent incumbent may retain the **salary** of their former class by being placed in an overfill status for a period not to exceed five years from the effective date of **reclassification.** The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. **While** in and overfill status, the incumbent employee shall be eligible for step advancement, general **salary** adjustments and accrue seniority which would apply to the former class. All other benefits and rights of **employee** representation which are 'associated with the former class shall also apply to the incumbent employee while in the overfill status: provided, however, that if the class of the position being overfilled is not **designated** as management, the employee will be treated as a non-salaried employee **with** respect to: Article 15, Overtime, and **any** accrued **compensatory** time shall be paid off upon commencement of the overfill; and Article 26, Administrative Leave, and cash **payment** for administrative leave **will** not be authorized in any pay period in which there is **overtime.**

Overfill provisions of the County shall be terminated at such time as the equivalent step **within** the **salary** range for the **new** class rises to meet or exceed the equivalent step in the **salary** range of the former class. In such

event, the **reclassified** employee's salary shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the salary **range** for the new **class** and no Further application of the overfill or Y-rate protection provisions shall apply.

During the overfill period, the employee's name shall be certified to vacant positions in the former class: (1) in the same department in order of seniority, and (2) in other departments. An employee **who** is overfilling shall be demoted to the new class upon:

- 1) refusal of one offer of employment in the former class in the same department; or
- 2) refusal of three offers of employment in the former **class** in other departments; or
- 3) at the **termination** of a **five year overfill** period, **whichever** of the foregoing occurs first.

Upon such demotion the employee shall be placed at the step of the lower salary range which has the rate which is closest to, but not less than, their **salary** in the overfill class. In the **event** that the employees **salary** in the overfill class is above the maximum salary rate for the lower class the employee shall **be Y-rated**.

- b) **Y-Rate.** An employee who is placed on Y-rate shall retain their current **salary** rate in the former class for a period of **two** years or until **any** step **within** the salary range For the new class rises to meet or exceed the frozen salary rate, whichever occurs first. The frozen salary rate shall be designated as a Y-rate. **All** other benefits and **rights** of employee representation which are <associated **with** the **new** class to which reclassified shall apply to the incumbent employee **while** in the **Y-rate** status. **Where** the salary rate for any step within the range for the **new** class rises to meet or exceed the Y-rate salary, the employee's **salary** shall be adjusted to that step within the **range** which is closest to but not less than the Y-rate **salary**. If at the expiration of the two year Y-rate period the employee's **salary** rate is higher than the maximum established for the lower class, the employee's salary rate shall be adjusted to the maximum for the lower class.

- H. **Performance Evaluation for Step Advancement.** Failure of an employee's **supervisor** to present the employee with a performance evaluation within 30 calendar days of the due date, unless an extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date, **and** shall be considered to be a recommendation of step advancement effective on the due date by the appointing authority.

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ARTICLE 6
FAIR EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION

The County and the Union agree that no person employed or applying for employment shall be discriminated against because of race, color, religion, disability, medical condition (cancer related), national origin, ancestry, marital status, sex, sexual orientation, age (~~over 40~~), veteran's status, or any other non-merit factor except where ~~sex~~ or physical capability is a bona fide occupational qualification. The parties also agree to support, where reasonable, Affirmative Action efforts which are intended to achieve equal employment opportunity as provided for in Federal and State requirements.

ARTICLE 7
SAFETY

The Union and the County agree that it is in the best interests of all concerned to provide a safe and healthy working environment. In order to assure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:

1. Employees shall report health or safety hazards to their immediate supervisor.
2. If the immediate supervisor is unable to abate the hazard, the immediate supervisor shall refer the matter to the Department Safety Representative. Each department head shall designate a Departmental Safety Representative.
3. If the Departmental Safety Representative is unable to abate the hazard, the matter shall be referred to the Safety Officer in the Personnel Department for resolution.

ARTICLE 8
BUSINESS EXPENSE ALLOWANCE

Prior to July 23, 1988, employees in this unit received a business expense allowance of \$150 per quarter. On and after July 23, 1988, employees in this unit no longer received a business expense allowance; such employees received an adjustment in their base hourly salary rate in lieu of the previous business expense allowance. (For informational purposes only, the amount received as of July 23, 1985 in their base hourly salary rate in lieu of the previous business expense allowance was \$0.29 per hour.)

ARTICLE 9
INSURANCES

9.1 **HEALTH PLAN.**

- A. Effective June 13, 1998, the maximum biweekly County and employee contribution for insurance coverage under the Union's Health and Welfare Plan shall be as follows:

County

Employee

~~\$125.23~~

\$175.45

\$206.47

Sk.49 for employee only

~~\$30.86~~ for employee plus one dependent

\$37.67 for employee plus two or more dependents.

Employees in this representation unit **hereby** authorize the County to make a payroll deduction of the employee portion of the premiums for insurance **coverage** under the **Union's Health & Welfare Plan**.

B. Adjustment

Effective August, 1998 and **August** 1999, the County shall pay the first fifteen (~~\$15.00~~) per month for any increase in contributions for insurance cot-erase under the **Union's** Health and Welfare Plan and the employee will pick-up the balance of any increase.

C. All dependents enrolled in the Health Plan must also be enrolled in the same dental plan as the employee.

D. The **Union** shall provide the County **written** notice in **advance** of premium rate increases and of any proposed changes to the current level of benefits.

E. PERS Health Plans

1. It is understood and agreed that Public **Employees' Medical** and Health Care Program statutes, regulations and policies shall **govern** eligibility, application for enrollment, coverage of employees and retirees and current and new dependents, **termination of coverage of enrollees, available plans, plan design, and all other** provisions related to health plans offered by PERS.

2. Employees in this representation unit **may** enroll in a health plan **offered** by PERS in accordance with the provisions of the Public Employees **Medical** and Hospital Care Program. Employees have the option of enrolling their eligible dependents in this program, if the employee is enrolled.

The maximum monthly County contribution to PERS Public Employees' **Medical** and Hospital Care Program for active, eligible employees in budgeted positions in the Law Enforcement Middle **Management Unit** who elect to participate in such program shall be:

~~\$170.00~~ Employee only

\$250.00 Employee + one dependent

~~\$344.00~~ Employee + two or more dependents

Employees in this representation unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the Public Employees' **Medical** and Hospital **Plan** in **which they** and their dependents are enrolled.

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Employees hereby authorize the County to make a payroll deduction for the payment of the required PERS administrative fee based upon the plan selected by the employee.

Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contribution required by PERS.

3. Effective 5/1/97, employees in this representation unit who retire through PERS, may enroll in a PERS health plan as provided under the Public Employees' Medical and Hospital Care Program.

For coverage beginning the month of February of 1997, and during the term of this Memorandum of Understanding, the County agrees to contribute \$55.00* per month for eligible retirees from the representation unit who are enrolled in a PERS Public Employees' Medical and Hospital Care Program health plan.

*Plus scheduled annual increases of 5% of the County's monthly contribution for employees until the County contribution for retirees equals the County contributions for employees, as required by PERS.

It is understood that employees who are enrolled in the Operating Engineers Health and Welfare Trust Plan at the time of separation from County service can never enroll in a PERS health plan as a retiree.

- F. The parties have agreed to reopen negotiations only for the purpose of equalizing contributions under PERS plans and the Operating Engineers Health and Welfare Plan, with no additional cost to the employee or County.

9.2 DENTAL PLAN.

The County agrees to pay: the premium for eligible employees and dependents for dental coverage during the term of this agreement.

All dependents must enroll in the same dental plan as the employee, and must also be enrolled in the Health Plan.

9.3 LONG TERM DISABILITY.

Employees in this representation unit shall be responsible for payment of premiums to the PORAC Long Term Disability Plan.

9.4 LIFE INSURANCE.

The County agrees to maintain and pay the premium for a Life Insurance plan for employees in this unit. The Life insurance plan will be for the employee only, and shall be a \$50,000 term policy with an AD&D provision.

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9.5 WHO AND WHEN COVERED.

- A. **Employee.** For an employee appointed to a budgeted position, contributions for coverage begin the **first day** of the first full **pay** period of employment for the Health Plan, Dental Plan, Life Insurance, and Long-Term Disability Plan. Contributions for coverage cease in the pay period in which the **employee** separates for **any** reason from a budgeted **position**.
- B. **Dependents (Health Plan, Dental Plan).**
 - 1. Contributions for eligible dependents for the Health Plan and Dental Plan **begin** the first day of the **first** full pay period after the enrollment of **eligible** dependents. Contributions for eligible **dependents** cease in the **pay** period in which: (1) the employee separates for any reason from a **budgeted** position; or (2) the dependent is **no longer eligible**.
 - 3. Eligibility for dependents is determined under the applicable **plan document** for the Health Plan and for the Dental Plan. In general, existing dependents (e.g., employee's spouse, employee's unmarried children, employee's **stepchild**) must be enrolled at the same time as the employee---n-when the employee is appointed to a budgeted position. **New** dependents (e.g., the employee's **new spouse**, the employee's **new baby**; the employee's **newly** adopted child), must be added to the Health Plan and Dental Plan **within 31** calendar **days** of marriage, **birth** or **adoption**. Coverage **begins** the first day of the **first full pay** period after enrollment.
- C. **All dependents** enrolled in the Health Plan must also be enrolled in the same dental plan as the employee.
- D. The **Union** shall provide the County written notice in advance of premium rate increases and of any proposed changes to the current **level** of **benefits**.
- E. Indemnify, Hold Harmless and Defend.

The Union indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers and employees acting on behalf of the County, against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by **reason** of actions taken or not taken by the **Union**, the Operating Engineers Health and Welfare Trust Fund, the Health and Welfare Trust Fund administrator, or by the County under the provisions of this Article (9.3), in administering the provisions of the Operating Engineers Health and Welfare Trust Fund, including but not limited to, eligibility, coverage, benefits, conversion provisions, continuation coverage, and **exclusions**, as **well as any** liability for any taxes or penalties resulting from any conflicts with or violations of Internal Revenue Codes.

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9.6 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

As used herein (-Article 9.6). **payment "in advance"** means the last working day of the pay period in which the payment is due. If the last day of the pay period is holiday, payment must be received by the Employee Insurance/ Benefit Section in the County Personnel Department by 5:00 p.m. on the day preceding the holiday.

- A. Employees **granted** leave of absence without pay of one full pay period or longer must notify the Personnel Department and make arrangements for payment of insurance premiums in advance.

For continuance of medical (health) **coverage** through P.E.R.S., the employee must apply to P.E.R.S. in advance of the leave of absence without pay. Forms for this purpose are provided **through** the Personnel Department.

The only **exception** to advance payment is in the case of an **emergency** beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commence. This **exception** only applies to payment for life, long-term disability and dental insurances.

- B. When an employee is on a leave of absence without pay for one full pay period or longer for any **reason**, and is not **receiving** benefits through the Long Term Disability (LTD) Plan, coverage under employee insurances (e.g., health, life, dental, long-term disability) **ceases** for the employee and any dependents the **beginning** of the first full pay period of leave of absence without pay **except** as provided in I and 2. immediately below.

1. Family Care or Medical Leave ("FMLA Leave"). The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA leave of absence without pay as if the employee were working or on **paid leave**. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances **during** such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances.

Should the period of leave of absence without pay extend beyond the duration of any approved FMLA leave for which the employee is **entitled**, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (9.6).

2. Continuation of Employee Insurance Coverage While Receiving LTD Benefits (other than FMLA leave).

- a. The County's contribution towards employee's dental coverage and life insurance coverage shall continue during the period a current

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employee receives **benefits through** the LTD plan, while on a leave of absence without pay. An employee **may** be required to pay for the County's contribution towards **coverage in advance and be reimbursed by** the County if **confirmation is received** that he/she is receiving LTD Benefits.

Employees are responsible for payments of the employee portion of contributions for dental and life **insurances** during any leave of absence without pay of one **full** pay period or longer. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under these plans.

- b. The County shall **pay** the employee only portion (**currently \$120.15**) towards health insurance premium contributions during the period a current employee receives benefits **through** the LTD plan, while on a leave of absence without pay. An employee **may** be required to **pay** the County's contribution towards **coverage in advance and be reimbursed**, by the County if **confirmation is received** that **s/he** is receiving LTD benefits.

Employees are responsible for payment of the remainder of the health **insurance** premium contribution during any leave of absence without pay of one full pay period or longer. To continue coverage during the leave of absence without pay, the employee must apply in advance of the leave to the carrier through the County Personnel Department and make payments to continue coverage of the employee and any eligible dependents. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under the plan.

9.7 RETIREE HEALTH

- A. The County shall pay **\$163.92** per month to the Operating **Engineers** Health and Welfare Trust for employees **n-ho** retire from County service from this representation unit and **who** choose (**a one-time irrevocable** choice) to participate in an Operating Engineer sponsored health **plan upon** separation from County service, provided all of the following conditions are met:
- (1) the employee files an application for monthly retirement benefits **through** PERS at the time of separation: and
 - (2) the employee is at least **50** years of age at the time of separation: and
 - (3) the employee must have completed at least **20,800** continuous hours of regular service with the County at the time of separation. (Reappointment following layoff shall not constitute a break in continuous **service**.)

Effective July, 1998, the County's **payment** under this provision shall be increased

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from \$163.92 to \$173.92 per month.

Effective August, 1998, the County's payment under this provision shall be increased from \$173.91 to \$183.92 per month.

Effective August, 1999, the County's payment under this provision shall be increased from \$183.92 to \$193.92 per month.

- B. This provision shall terminate should any of the following conditions be met:
- (1) upon death of the retired employee; or
 - (2) upon eligibility of the retired employee for Medicare; or
 - (3) upon employment with another employer with whom the retired employee is eligible for health coverage.
- C. Retirees or their survivors shall promptly notify the Operating Engineers Health & Welfare Trust Plan and County of conditions which terminate eligibility.
- D. The Operating Engineers Health & Welfare Trust Plan shall bill the County monthly, and shall remit any monies collected for ineligible persons.
- E. The County shall not be billed or make payments for retired employee and/or their dependents who elect COBRA (or its amendments) coverage rather than coverage as retirees in the Operating Engineers Health & Welfare Trust Plan under the provisions of this Section (9.7).

ARTICLE 10 SCHEDULED HOURS

The authorized hours of a budgeted position constitute the normally scheduled hours of work for an employee in that position (e.g., 80 hours in a pay period are the normal schedule of work hours for an employee in a full-time position, and 40 hours in a pay period are the normal schedule of work hours for an employee in a half-time position). However, "normal" work hours shall not be construed to mean a guarantee of hours of work. Scheduled hours of work for an employee may be less than those authorized for the position occupied by that employee because of decreased workload, weather, closure of facilities, and other short-term conditions.

The scheduled hours of work of an employee may be reduced on a continuing basis: (1) by mutual agreement between the employee and department, with the approval of the County Administrative Office; or (2) by Board of Supervisors action in accordance with Article 25. If an employee's scheduled work hours are reduced on a continuing basis, the authorized hours of the position should be reduced accordingly to avoid a negative impact on the employee.

It is also understood and agreed that no overtime or hours of paid leave beyond 80 in a pay period, including any straight time overtime, shall be a factor or credit for purposes of step advancement, contributions to PERS, paid leave accruals, pay differentials, or seniority accrual.

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Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period. **unless** an **exception** is approved by the Personnel Director and Auditor-Controller. **Examples** of such transactions include: transfers, promotions, demotions. Step increases which would be effective the **first** week of the **pay** period shall have an effective date of the first day of that pay period: step increases which would be effective the second week of the pay period shall have an effective date of the first day of the nest pay period.

The following transactions are **excluded** from the provision of this article: leaves of absence without- pay.. return from leave of absence without pay: displacement: work in a higher **class** appointment: return from work in a higher class appointment.

ARTICLE 12 SICK LEAVE

A. ELIGIBILITY.

1. Full-time Employees. Each employee in a full-time position shall be entitled to receive sick leave after the completion of ~~1040~~ hours of service.
2. Part-time Employees. Each employee in a part-time position shall be eligible to receive sick leave after completing hours of service equivalent to six months, provided, however, that the ~~six~~ months shall be determined by multiplying the authorized ~~weekly~~ number of hours for the position by 26.
3. Extra-Help Employees. Extra-help employees shall ~~not earn~~ sick leave.
4. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service **as** a provisional employee for purposes of **earning** sick leave credit.
5. Employees Reappointed from Layoff. Employees ~~who~~ are laid off and reappointed within a period of ~~24~~ months of layoff shall receive credit for hours of service accumulated prior to layoff for purposes of determining eligibility for sick leave.

B. SICK LEAVE ALLOWANCE.

1. Employees Reappointed from Layoff (within 24 months)
 - a. Employees who were not eligible for sick leave conversion at the time of layoff shall, upon reappointment, be credited with all unused sick leave accrued at the time of layoff.
 - b. Conversion of unused sick leave at time of layoff eliminates all earned sick

leave accrued by employees.

2. Other Eligible Employees.

- a. Eligible full-time employees shall be credited with t-f hours of sick leave upon completion of 1040 hours of service.
- b. Eligible part-time employees shall be credited with sick leave on a prorated basis proportionate to the authorized hours of their position, upon completion of the required hours of service under subsection A 2 of this section.
- c. Thereafter, each eligible part-time and full-time employee shall accumulate .0231 hours of sick leave for each subsequent completed hour of service (approximately 6 days per year of service).

3. Accrual - Employees on LC 4850 Leave. Employees who receive paid leave under the provisions of California Labor Code 4850 shall not accrue sick leave.

C. PERMISSIBLE USES.

Sick leave with pay may be used in case of a bona fide illness of the employee upon the approval of the department head. The Director or a department head may require evidence in the form of a physician's and/or the County medical director's certificate of the adequacy of the reason for an absence.

An employee may be granted leave not to exceed three working days in order to care for a sick or injured member of the employee's immediate family requiring care. The initial day of such leave shall be charged to vacation. The second and third days of such leave shall be charged to sick leave, if necessary, with the approval of the department head. "Immediate family" For this purpose means the employee's: spouse; children; parents; grandparents; and sisters and brothers.

D. LIMITATIONS ON USE.

1. Sick leave is not allowed when the disability results from willful self-inflicted illness, injury or misconduct, or in the event of disability sustained on a leave of absence.
2. Accrued sick leave may be prorated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
3. An employee must use all sick leave accrued prior to going on a leave of absence without pay for illness, injury, or incapacity to work.
4. An employee must use all accrued sick leave during an absence from work for an occupational injury in County service.

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E. MAXIMUM ACCRUAL.

Sick leave and any unused portion thereof may only accrue until it has reached a total of 140 hours.

F. CONVERSION OF UNUSED SICK LEAVE UPON SEPARATION.

1. Employees appointed to **budgeted** positions shall be **eligible** for conversion of unused sick leave upon separation as specified immediately **below**.

a. **Any employee** in a full-time position **who** separates From County employment upon a resignation in good standing, or by a layoff, retirement, or death, and who **has** completed:

- **2080 to 10,400** hours of service prior to such separation shall thereupon be paid **10%** of the monetary value of any unused sick leave then to the credit of such employee to a maximum of: (a) **450** hours For separations prior to August 1-1, 1993; and (b) **430** hours for separations on and after August 14, 1993.

- **10,401 to 20,800** hours of service prior to such separation shall thereupon be paid **50%** of the monetary **value** of any **unused** sick leave **then** to the credit of such employee to a maximum of: (a) **450** hours for separations prior to **August 14, 1993**; and (b) **430** hours For separations on and after **August 14, 1993**.

20,801 or more hours of service prior to such separation shall thereupon be paid **75%** of the monetary value **of** any unused sick leave then to the credit of such employee to a maximum of: (a) **450** hours for separations prior to August 1-1, 1993; and (b) **430** hours for separations **on** and after August 14, 1993.

b. Any employee in a part-time position shall be eligible for **conversion** of sick leave as set forth in "a" of this section **provided**, however, that the hours of service required of part-time employees shall be computed on a prorated basis proportionate to the number of **authorized hours** for the employee's position.

2. COMPUTATION.

The monetary value of the unused sick leave shall be computed by **multiplying** the employee's regular hourly rate of compensation at the time of separation from employment by the number of hours of unused sick leave, not to **exceed**: (a) **450** hours for separations prior to August 14, 1993; and (b) **430** hours for separations on and after August 14, 1993.

3. All unused sick leave is eliminated upon separation of an employee.

ARTICLE 13 HOLIDAYS

- A. ~~5 Day/8 Hour Schedule~~: Employees on the ~~5 day~~ 8 hour schedule shall receive the holidays listed below.

1. January 1 - New Year's Day
- ~~2~~ 3. The third Monday in January, known as "Martin Luther King Day"
- 3: The third ~~Monday~~ in February, known as "Washington Day"
- ~~4~~ 3. The ~~last Monday~~ in May, known as "Memorial Day"
- ~~3~~ 3. July ~~4~~ - Independence Day
6. The first Monday in September, known as "Labor Day"
7. The second ~~Monday~~ in October, known as "Columbus Day"
8. November 11, known as "Veterans Day"
9. The Thursday in November appointed as "Thanksgiving Day"
10. The ~~day after~~ "Thanksgiving Day"
11. One-halfday on December ~~24th~~
- ~~12~~ 25. December ~~25~~ - "Christmas Day"

If January 1, July ~~4~~, November 11, or December ~~25~~ fall upon a Sunday, the ~~Monday~~ following is a Santa Cruz County holiday, and if any of said dates ~~fall~~ upon a Saturday, the preceding Friday is a Santa Cruz County holiday. Should December ~~25~~ fall on a Saturday, the preceding Friday is a Santa Cruz County holiday and the half-day on December 24 will be treated ~~as~~ a County holiday for a half-day on the preceding Thursday. Should December 25 fall on a Sunday or ~~Monday~~, the half-day on December ~~24~~ will be treated as a Santa Cruz County holiday for a half-day on the preceding Friday.

Statewide and local ~~election~~ days shall be ~~regular~~ County work days.

B. General Provisions

1. Abnormal Work Schedule. Employees whose ~~weekly work~~ schedule is different from a normal work schedule (i.e., eight hours a day, ~~five~~ days a week) shall be granted the same number of hours off from their ~~work~~ as employees on a normal work schedule are granted because of holidays.
2. During Paid Leave. A holiday ~~falling~~ within a period of leave with pay shall not constitute a day of paid leave.
3. Qualifications for Pay. In order to qualify for a holiday compensation, the employee is required to ~~work or~~ be in a paid status (e.g., vacation, sick leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.
4. Sheriff Department Employees on 4-10 Schedule. Sheriffs Department employees on the ~~4 day~~ 10 hour schedule shall receive one day off per month (i.e., 12 days per year) in lieu of the prescribed holidays, and are excluded from the

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provisions of ~~Part A~~ of this section (Holidays).

- C. Holiday Compensation - Regular Part-Time Employees. Employees working in budgeted ~~part-time~~ positions that require between 20 and 39 hours per week shall receive holiday benefits as follows:

1. Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (~~e.g.~~, an employee working in a ~~20-hour-a-week~~ or half-time position ~~would~~ receive four ~~(4)~~ hours of holiday compensation for a holiday occurring during the work week).
2. Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall ~~be~~ compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are ~~proportionate~~ to the part-time position.
3. In ~~order~~ to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (i.e., ~~vacation~~, sick leave, etc.) ~~his/her last~~ scheduled work day prior to the holiday and ~~his/her~~ first scheduled work day following the holiday.

ARTICLE 14 **VACATION**

- 14.1 Eligibility. Vacation benefits shall be provided in accordance with the following:

- A. Full-Time Employees. Each employee in a full-time position shall be entitled to receive a ~~vacation~~ after completion of 2080 hours of service from date of original appointment to a ~~budgeted~~ position.

No ~~vacation~~ shall accrue or be available to the employee prior to the completion of the required 2080 hours.

- B. Part-Time Employees. Each employee in a part-time position shall ~~be~~ eligible to receive vacation after completing hours of service equivalent to one year, provided, however, that the one-year of service shall ~~be~~ determined by multiplying the authorized ~~weekly~~ number of hours for the position by 52.

No vacation shall accrue or be available to the employee prior to completion of the required hours of ~~service equivalent~~ to one year.

- C. Extra-Help Employees. Extra-help employees shall not ~~earn~~ vacation leave.

- D. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a ~~provisional~~ employee for purposes of ~~earning~~ vacation credit.

- E. Employees Reappointed from Layoff. Employees who are laid off and then

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reappointed within a period of **24** months of layoff shall receive credit for hours of service accrued prior to layoff for purposes of **determining eligibility** for vacation leave.

14.2 Vacation Allowance.

A. Newly Appointed Employees on the 5 Day/8 Hour Work Schedule.

1. Eligible full-time employees newly appointed shall be credited with **112** hours of vacation upon completion of **2080** hours of service.
2. **Eligible** part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection **A 2** of this section.
3. Thereafter each **eligible** part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service **as** follows:

2080 - 10,400 hours of service (approximately 1 through 5 years): .0538 hours per hour of service (approximately 1 12' hours per year of full-time service).

10,401 - 20,500 hours of service (approximately 6 through 10 years): .0731 hours per hour of service (approximately 1 52 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 11 through 15 years): .0923 hours per hour of service (approximately 192 hours per year of full-time service).

31,101 hours of service and over (approximately 16 years and over): .1115 hours per hour of service (approximately 232 hours per year of full-time service).

B. Newly Appointed Employees on the 4 Day/10 Hour Work Schedule.

1. Each eligible **full-time** employee newly appointed shall be credited with **86** hours vacation upon completion of **2080** hours of service.
2. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection **A 2** of this section.
3. Thereafter, each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of **service** as follows:

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increments as small as .01 hours.

- D. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
- E. Middle Management - Vacation Loss Protection. To the extent that a department is unable to schedule vacation time off for an employee in this unit, the vacation time of such which would otherwise be lost due to being in excess of the maximum accrual rates shall instead be compensated in cash.

On and after August 14, 1993, employees shall no longer be eligible for compensation in cash for vacation in excess of the maximum accrual rate except when so specified in an emergency declared by the County Administrative Officer.

- F. No Duplication with Worker's Compensation. Accrued vacation may be prorated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

14.4. Vacation Payoff Upon Separation. Full-time and part-time employee who are eligible for vacation under subsection A of this section shall be paid the monetary value of any earned vacation to their credit at the time they separate from the County service. Such payoff shall be computed by multiplying the number of earned vacation hours to the employee's credit at the time of separation by the employee's hourly salary step. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

ARTICLE 15 OVERTIME

- A. DEFINITIONS. For purposes of this Article, the following terms are defined:
 - 1. "Holiday" means those days specified in Article 13 of this agreement to be County holidays.
 - 2. "Two-Week Work Period" means an 80-hour period during two weeks, commencing Friday at midnight (1201 a.m. Saturday) and ending the second Friday thereafter at midnight (12 a.m.).
 - 3. "Overtime". For management employees, compensable overtime means authorized time worked in excess of 90 hours per two-week work period. Management employees are considered salaried under F.L.S.X.
- B. AUTHORIZATION. Provided the budgetary limits are not exceeded, department heads may authorize overtime for employees within their department when the workload in the department dictates the need.
 - 1. Emergencies. In cases of emergency, budgetary limits may be exceeded but department heads shall report the action to the County Administrative Officer on the first regular work day following the performance of the overtime worked.

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3. Advanced Approval Required. Employees cannot Work overtime without the advance approval of department heads or their designated **agents**.

3. Time Off at Convenience of Department. overtime pay shall be granted at the convenience of the department head.

4. Eligibility. All employees are **eligible** for overtime pay **except** as otherwise provided herein.

5. Exclusion from Eligibility. Employees may be excluded from overtime. Such exclusions shall be made according to position or class **by** the Board of **Supervisors**. In cases of emergency declared **by** the Board, the Board may authorize compensation for overtime to **otherwise** excluded employees.

C. COMPUTATION. Unless specifically provided immediately **below**, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: vacation, sick leave, **compensatory** time off, paid leave for participation in County examinations or selection interviews or for **purposes** of **donating** blood, pay for time not worked in the event of a natural disaster, **mandatory** leave with pay, and required court leave.

1. Holidays.

a. When a holiday falls on an employee's regular work **day**, the hours of holiday leave shall be counted **as** time worked for purposes of computing overtime whether the **holiday** is worked or not, and hours worked on a holiday shall be counted as **time** worked for the purposes of computing overtime.

A court appearance as **defined** by Article 35 shall not constitute work on a holiday.

b. Holidays which occur on a day other than on an **employee's** regularly scheduled work day shall not be counted as time worked For purposes of computing overtime.

D. COMPENSATION.

1. For management employees **eligible** to receive compensation for overtime, the first **sixty-seven** (67) hours of authorized overtime shall be credited **as** compensatory time earned at time and one-half for each overtime hour worked. **Any** balance of compensatory time existing upon separation shall be compensated in cash at one and one-half times the employee's regular hourly rate.

2. For management employees eligible to receive compensation for overtime, any authorized overtime hours worked **beyond sixty-seven** (67) hours shall not be compensated, (**Sixty-seven** hours of overtime work will result in a compensator)

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time off balance of 100.5 hours.)

3. In the event of a strike by **non-management** employees or an emergency, the County Administrative **Officer** may authorize cash pay- ment for compensable overtime hours.
4. Also see Article 33 regarding payoff of accrued **compensatory** time upon appointment to a position in this representation unit.

ARTICLE 16 NIGHT SHIFT DIFFERENTIAL

Employees who work **eight** consecutive hours or more which includes at **least** four **hours** of work between the hours of 6:00 a.m. and 8:00 a.m. **as** a regular **work** assignment shall be paid at a rate of five percent (5%) above their **regular** salary step as and for a night shift differential.

ARTICLE 17 CALL BACK PAY

- A. **Defined.** Employees **who** are ordered to return to their work site or another specified work site by the Department Head or a designated representative following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (17).

Responses to phone calls or performing work at home shall not be considered call-back duty. Time spent in these tasks shall be considered actual time worked.

Travel time to and from the work site shall not be considered time worked, unless the **employee** engages in productive work en route to the job site.

- B. **Compensation.** Employees who are called back shall be compensated for the actual time worked with a minimum of two (2) hours of overtime compensation being allowed for all periods less than two (2) hours. Overtime call back compensation shall be, administered consistent with the provisions of Article **15**.

ARTICLE 18 RETIREMENT PLAN

- A. Effective February **2**, 1991, employees in this representation unit **will** pay the P.E.R.S. employees contribution, and the County **will** no longer pay the employees' PERS contribution. Employees do not have the option to choose to have the County pay the employee PERS contribution instead of it being paid by the employee.
- B. The County **agrees** to maintain the **2%** at age **50** P.E.R.S. retirement plan for all **safety** members in **this** representation unit.
- c. For informational purposes only, the P.E.R.S. survivors benefit **was** increased to the third level (as provided in Government Code Section **21382.4**) for safety employees in this unit

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during the July 9, 1988 - August 3, 1990 Memorandum of Understanding.

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

Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits (9.0% as of the beginning of this Agreement) 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 costs to the County. The parties agree that in the event that 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 contributions as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

E. Military Service Credit

Subject to the agreement to other safety employee groups, the County and Union agree to implement the PERS Military Service Credit Option. Such implementation will be at no cost to the County.

ARTICLE 19 REQUIRED COURT LEAVE

A. REGULAR EMPLOYEES.

1. All employees except extra-help shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
 - a. is jurors: or
 - b. as witnesses on behalf of the County, unless such service is part of the employee's work assignment: or
 - c. as witnesses, as required by subpoena based on their occupational expertise as employees of the County, unless such service is part of the employee's work assignment.
2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their County positions during the period of required court attendance.
3. Any regular employee assigned to swing or graveyard shift shall, for the hours of required court leave, be entitled to an equal amount of time off as leave with pay during the same work period.

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4. Employees required to serve in a court of law in accordance with 1, above. **on their** day off shall not be compensated for the period of required court leave but **shall** receive **equal** time off as leave with pay during the same or next **work** period **and** such leave with pay shall not be considered time worked for purposes of overtime.
- B. **Extra-Help Employees.** Extra-help employees **scheduled** to work **on** a day when required to serve as jurors in a court of **law shall** be granted leave with pay for jury duty **only**.
- C. **Salary While On Jury Duty.** No deductions shall be made **from** the **salary** of employees while on jury duty if they have waived or remitted to the County the **fee** for jury duty. If they have not so waived or remitted the jury fee, they **shall** be paid only for the time actually worked in the County positions.

ARTICLE 20

LEAVE OF ABSENCE WITHOUT PAY

- A. The **granting** of any **leave** of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave. No **leave** of absence shall be **granted** by a department when an employee has **indicated** that **he/she** intends to terminate or is terminating from **regular** County service without the prior **approval** of both the Personnel Director and Risk Manager.
- B. **Departmental Leave of Absence Without Pay.**
 1. **Full-Time Employees.** A departmental leave of absence without pay **shall not** exceed **152** working **hours**.
 2. **Part-Time Employees.** A departmental leave of absence without pay shall **not** exceed hours **proportionate** to **152** for a full-time employee (e.g., a **departmental** leave of absence without pay shall not exceed 76 for an employee whose scheduled **hours** are **20** per week, or **114** for an employee whose scheduled hours are **30** per week).
 3. **Eligibility.**
 - a. **Permanent and Non-Civil Service Employees.** An employee who **has** permanent **or** non-Civil Service **status** in their present class **may** be granted **leave of** absence without pay by the appointing authority **for** the purpose of improving the **training** of the employee for their position or career in the County Service, **of** extended illness for which paid leave is not available, or in the event of **urgent personal affairs that** require the **full attention** of the employee.
 - h. **Probationary and Provisional Employees on Original Appointment.** **Employees** on an original **appointment** with probationary or provisional status may be **granted a** departmental leave without pay by the appointing authority **in** the case of illness **or** where it is clearly in the best **interest** of the County **and** requires **the full attention of the employee**.

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- c. **Extra-Help Employees.** Extra-help employees are not eligible for leave of absence without pay.

C. **County Leaves of Absence.** Employees may be granted a leave of absence without pay in excess of those provided in paragraphs 1 and 2 of B, above, subject to the prior approval of the Personnel Director, and subject to a satisfactory overall performance evaluation on file.

D. **Right of Return.**

1. **Permanent Employees.** The granting of a leave of absence to an employee who has permanent status in her/his present class guarantees the right of her/his return to a position in the same class in her/his department at its expiration, or an earlier date mutually agreed upon by the department and the employee.
2. **Probationary and Provisional Employees on Original Appointment and Non-Civil Service Employees.** The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status or in a position with non-civil Service status does not guarantee the right of return.
3. **Notwithstanding the provisions of this Article (20),** employees returning from an approved Family Care or Medical Leave of Absence shall have the right to return to the same or equivalent position as required by Federal or State Law.

E. **Effect of Leave of Absence Without Pay on Service Hours.** Leaves of absence without pay shall be deducted from hours served for purposes of step advancement, probationary period, and County service, except as may be required by Worker's Compensation provisions.

F. **Limitation on Use.**

1. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence.
2. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.
3. Departments may establish conditions pertaining to the period of leave of absence without pay and requirements for return from such leave which must be mutually agreed upon before the leave is approved.
4. Specific beginning and ending dates must be identified for any leave without pay.
5. Paid leave shall not be received or earned for any period of leave of absence without pay.

G. **Failure to Return.** Any employee who fails to return upon the expiration of any leave of

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absence without pay shall be regarded as **having** automatically resigned.

- H. **Continuation of Insurance Benefits During Leave Without Pay.** To assure continuation of **insurance benefits**, employees must **notify the** Employee **Insurances/Benefits** Section of the County Personnel Department when granted a leave of **absence** without pay in excess of one pay period.

ARTICLE 21 PRODUCTIVITY

The parties to this agreement support the concept of high performance and high productivity in order to provide a **high** level of service to the community at reasonable **cost**. Except as otherwise provided in this agreement, the parties **agree** to support changes initiated by the County which are intended to increase the **efficiency** or **effectiveness** of County operations.

ARTICLE 22 CAREER INCENTIVE PROGRAM

1. Employees in the Law Enforcement Middle **Management Representation** Unit who possess a POST Advanced Certificate as issued by the State of California Department of Justice **shall** be paid an hourly rate equivalent to **2-1/2% above** their regular base **salary** rate for **career incentive**.
2. Employees in the Law Enforcement **Middle Management Representation** Unit who possess a **POST Management** Certificate as issued by the State of California Department of Justice **shall** be paid an hourly rate equivalent to **5%** above their regular base **salary** rate for **career incentive**.
3. Sergeants who promoted on or after June 27, 1997 to the rank of Lieutenant and who were receiving **5% for a POST** Advanced Certificate as a **Sergeant** shall receive 5% for possession of a **POST** Advanced Certificate as a Lieutenant for up to 12 months pending receipt of the **POST Management** Certificate. This provision shall be effective June 13, 1998.
4. The maximum **incentive** which an eligible employee **may receive** is 5%. No employee will receive **career incentive** under more than **one** paragraph above.

ARTICLE 23 MEAL ALLOWANCE

Management employees shall be entitled to **meal** allowance payments when required to work away from home on County business for a **minimum** of two **hours** after the **end** of the **regular** work day, or **two** hours before the beginning of the **regular** work day, or when **required to** work away from home on County business on a day which is not a **regular** work day for a minimum of four hours. The meal allowance payments shall be in the **amount** of the **maximum rates specified** in Section 100 of Title 1 of the County Procedures Manual.

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ARTICLE 24 GRIEVANCE PROCEDURE

The County and Union recognize that **early** settlement of **grievances** is **essential** to sound employee management **relations**. The parties seek to establish a mutually satisfactory method **for** the settlement of **grievances** of **employees**, or the Union. In **presenting** a grievance, the aggrieved **and/or his/her** representative is assured freedom from **restraint, interference**, coercion, discrimination, or reprisal. Pursuant to this Memorandum **of Understanding** and the County's **Procedures** Manual, Section **160**, salary, **Compensation** and Leave **Provisions**, which directly applies to employees in the Law **Enforcement** Middle **Management** Representation Unit, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

DEFINITION

A. A **grievance** may **only** be filed if it relates to:

1. A management interpretation of application of provisions of this **Memorandum of Understanding** which **adversely affects** an **employee's** wages, hours or **conditions** of employment; or
2. A management interpretation of application of the County Procedures Manual, Section **160**, Salary, Compensation **and Leave** Provisions, which directly applies to employees in the **Law Enforcement** Middle Management Representation **Unit** and which adversely **affects** the **employee's** wages, hours, or conditions of **employment**.

B. **Specifically excluded** from the **grievance** procedure are:

1. Subjects involving **amendment or change** of a Board of Supervisors resolution, ordinance, or minute order;
2. **Dismissals**, suspension, or reduction in rank or classification;
3. **Probationary** dismissals upon **original** appointment;
4. Content of performance **evaluations**;
5. **Leaves** of Absence, Article 20; **and**
6. **Violation, misinterpretation, or misapplication** of Civil Service **Rules** or provisions of the County **Code**.
7. A **affirmative** action or harassment complaints.
8. **Complaints regarding** Worker's **Compensation** or the applicable procedures **for** such complaints.

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9. Complaints **regarding** occupational health and safety or the applicable procedures for such complaints. (**Failure** by the County to follow the process **specified** in **Article 6** is **grievable**.)

PRESENTATION

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group **of employees** or by the **Union**. No grievance settlement may be made in violation of an existing rule, **ordinance**, memorandum of understanding, minute order or resolution of the Board of **Supervisors** or State **law**. Union grievances shall comply with **all** foregoing *provisions* and procedures.

GENERAL PROVISIONS

- A. The **provisions** of this Article shall not abridge any rights to which an employee may be entitled under the County's Limited civil **service system**, or merit employment system, nor shall it be administered **in** a manner which would abrogate any power which, under the limited civil service system, or merit employment system, is the sole province and **discretion of** the Civil Service **Commission**.
- B. Failure of the **employee** to file a **grievance** or **an** appeal within the required time **limits** at any step shall **constitute** an abandonment of the grievance. **Failure of** the County to respond within the **time limit** of any step shall result in **an** automatic **advancement** or "the grievance to the next step."
- C. **In no** event shall **any grievance** include a claim for money relief for more **than** a sixty (60) day period prior to **filing of the grievance**.
- D. Time limits specified in the processing of grievances may be waived by mutual agreement in writing.
- E. Grievances may, by mutual agreement be referred back for further consideration or **discussion** to a prior **step** or advance to a higher step of the grievance procedure.
- F. **No** hearing **officer** shall entertain, **or** make **finding** of fact or recommend on any dispute unless such dispute involves a position in this unit **and unless** such dispute falls within the definition of a grievance as set forth in the **Article**.

PROCEDURE

A. INFORMAL GRIEVANCE

Any employee who believes **that** he or she has a grievance may discuss **his/her** complaint with the immediate supervisor in an attempt **to** resolve the matter before it becomes the basis **for a formal grievance**.

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B. FORMAL GRIEVANCE

1. STEP 1

Within ~~twenty~~ (20) calendar days of occurrence of discovery of an **alleged grievance**, the **grievance** may ~~be~~ presented to the **department** head or designated representative with a **copy** to the **Personnel** Director. The **grievance** shall be submitted on a **County of Santa Cruz Grievance Form** and shall contain the following information:

- a. The name of the **grievant**;
- b. The specific nature of the grievance;
- c. The date, time and place of **occurrence**;
- d. Specific provision(s) of the **Memorandum of Understanding** or Section 160 of the **County Procedures Manual** **alleged** to have been violated;
- e. Any steps that were **taken** to secure informal resolution;
- f. The corrective action desired: and
- g. The name of any **person** or representative chosen **by the** employee to enter the **grievance**.

The employee ~~shall be~~ allowed reasonable time to meet **with a designated** steward. A reasonable amount of time will ~~be granted~~ the **employee** and **steward** to handle the initial investigation and processing of the grievance. The **steward may** discuss **the problem** with **employees** immediately **concerned** and **attempt** to achieve **settlement** of the matter.

The department head or designated representative shall provide a written decision within twenty (20) days of receipt of the grievance.

2. STEP 2

If ~~the~~ aggrieved is not **satisfied** with the **first step decision**, they may, within fourteen (14) calendar days after receipt of the decision, present a **written appeal** of **the** decision to the **Personnel** Director or **designated representative**. The **Personnel** Director or designated representative **shall provide** a **written** decision within fourteen (14) calendar days of receipt of the appeal.

3. STEP 3

The decision(s) of the **Personnel** Director **may** be appealed **within** seven (7) calendar days to a hearing panel which is comprised of the Civil Service Commission. The **written** appeal shall be filed with the **Personnel** Director. The decision of **the**

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hearing panel shall be final and binding on all parties.

ARTICLE 25 LAYOFF PROVISIONS

25.1 LAYOFF DEFINED

The involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Board of Supervisors to be in the best interest of County government

25.2 PURPOSE OF LAYOFF PROVISION

To provide a prompt and orderly process for reduction in the County work-force when determined to be necessary by the Board of Supervisors.

25.3 DECISION PROCESS

The Board of Supervisors shall determine the department in which the reduction is to be made and the number and classes of positions to be eliminated.

25.4 SCOPE OF APPLICATION

Layoff provisions shall apply only to the department in which a workforce reduction is to occur and to the classes designated for layoff, or affected by displacement, within that department.

The County Personnel Department shall provide affected employees with two (2) weeks written notice of layoff and/or displacement.

Layoff provisions shall not apply to a temporary layoff declared under the authority of the Board of Supervisors of less than four (4) cumulative weeks per fiscal year.

25.5 ORDER OF LAYOFF

Whenever it is necessary to layoff one or more employees in a department, the Personnel Director will prepare a list of the order of layoff in accordance with the following:

- A. Extra-help employees performing work within the affected class(es) shall be laid off first;
- B. Provisional employees in the affected class(es) shall be laid off next;
- C. Probationary employees working in the affected class(es) shall be laid off next;
- D. Permanent employees working in the affected class(es) who have received a substandard evaluation on their last two scheduled performance evaluations shall be laid off next in reverse order of seniority. Le., the employee with the least seniority

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as defined in 25.7 below being **the first** to be laid off: and

- E. Permanent **employees** with a standard evaluation or **better** on **at least one** of their last **two** scheduled performance evaluations working in **the** affected **class(es)** shall be laid off last in reverse order of **seniority** as defined below in 35.7.

25.6 **DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF**

Displacement is the movement in a layoff of an employee **to an equal or lower class** on the **basis of** seniority. (An employee cannot displace to a **higher** class.)

If an employee who is to **be** laid off had permanent status in **an equal or lower class** in the **department in** which layoff **occurs**, such **employee** shall be offered a **vacant** position in **the** equal or lower **class** in the **department** or **he/she** may displace an employee of that department **having** less seniority as defined in 25.7. Any employee thus displaced may in the **same manner displace** another employee. Should an employee have **the** right to displace in **more than** one class, **he/she shall** displace **first in** the highest **class** in which **he/she has** rights. Should an **employee** have **the right** to displace to **two or more** equal, lower classes, **he/she shall displace first** to the most **recently** occupied **equal** class.

25.7 **SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT**

Seniority rights for **purposes** of layoff and displacement and **involuntary** reduction in authorized hours shall be available only to County employees in the Classified Service that have attained permanent status.

Seniority **credits** for **purposes** of **layoff, displacement** and involuntary reduction in authorized **hours** shall **be** determined by crediting one seniority **point** for each full 80 hours of authorized service in a **class** while in continuous County service.

- A. Authorized hours of **service** are **the** number of hours **formally** established for a position by **the Board** of Supervisors or County **Administrative Officer** action. Hours worked **in excess of** the number of hours authorized, **whether overtime or** otherwise, **shall not be included in determination of** seniority credit.
- B. Continuous County **service** is **service uninterrupted by termination** and provided that those **hours** of a leave of absence **without pay which** exceed **152 consecutive** hours shall be deducted from the authorized hours of service **total** for **purposes of determining seniority credit**.

For purposes of seniority only, an **employee** who is laid off **and** reappointed to a regular position within two **years** of layoff shall not be considered to have terminated. However, no **seniority** credit **shall accrue** for such an employee during the period of **layoff**.

For **purposes** of **layoff, displacement, and involuntary reduction in authorized hours**, seniority credit **shall** accrue for **classes** in which permanent status has **been obtained**. Seniority may be accumulated when moving from **one** department to another (e.g., through **promotion, transfer, or demotion**), however, it **shall only apply** to the **department** in which a

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workforce reduction is to occur and only for classes **designated** for **layoff** or affected by displacement or involuntary reduction in authorized hours within the **department**.

Seniority credit for prior service in **higher** or equal levels in which **permanent** status was obtained **shall** be applied to a current class in which permanent status has been obtained.

Permanent service in two classes at **the** same level shall be combined and accrue to the **most** recent class for **seniority** credit.

Seniority in the current class **shall** be added to **seniority in the** next lower class in **which** permanent status has been obtained for purposes of displacement

Determination of **the** relationship between **existing** classes **with** respect to highcr. equal or lower status shall be based upon the **current** relationship of the fifth step **salary** for the **classes**.

If an employee has achieved permanent status in a **class which** has been abolished. seniority credit will **be** applied to an **equal** or the nearest lower level class, if any, in which the employee has achieved permanent status based on the salary relationship in existence at the **time the** class was abolished.

Probationary and provisional service **in** a class **will** not be credited for seniority in the class unless permanent **status** is achieved in the class without a **break** in service. **If** permanent status is not achieved, probationary and provisional service and ***work in a higher class"** shall be counted for **seniority** credit in the next lower **class** in which the **employee has** achieved permanent status in continuous service.

Employees who have **been** promoted from a lower class to a higher class **through** a **reclassification** action since July 1, 1977, shall have one-half of their seniority credits **in** the lower **class** applied to the higher **class** upon completion of probation in the. higher class.

15.8 OPPORTUNITY FOR EMPLOYEE REVIEW

To **the extent** possible under Civil **Service Rules**, employees should **not** lose their seniority credit under this article because classes have been revised, established, **abolished** or retitled.

All employees shall be provided an opportunity, through their employing department to **review** the record of service for which **they** have been given seniority credit. Such records of service **shall** be made available to the employee no **later** than April 15 of each year. Employees shall be provided **an** opportunity to submit information supporting a differing conclusion. **Determination** of credit for prior service for revised, established, abolished or retitled classes **may** be appealed to the Personnel Director. **The** findings of the Personnel Director shall be final and **not** subject to further review-

25.9 RETENTION OF REEMPLOYMENT LIST STATUS

Laid off employees having permanent status at **the** time of **layoff**, or **permanent employees**

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who **displaced** to a **lower** class on the **basis** of prior **permanent** status in the lower class, or permanent employees who have had the **authorized** hours of their positions **involuntarily reduced**, shall be **certified** to openings from **reemployment** lists established for **each** class in which they have **reemployment** rights.

Such employees shall **be** placed on the **Departmental Reemployment List** in order of seniority, and such employees shall also be placed on a County-wide Reemployment List as a bloc in no **particular** order.

A. **Departmental Reemployment Lists**

If an opening occurs in the department from which employees **were** laid off, **those** on the reemployment list will be certified to positions in the class in from which **they** were separated on a **one-to-one basis** in order of seniority. A **Departmental Overfill List** is the **only** list that shall have precedence over a Departmental Reemployment **List**. (**Civil Service Rules, Section IV.**)

A department may **request** selective certification of bilingually qualified employees from a **Departmental Reemployment List** for a vacant position that is **designated** as bilingual pursuant to Article **20 B I** through 3. If there is no departmental reemployment list, the order of certification shall be: (1) County-wide Overfill List; (2) County-wide Reemployment List, and (3) other employment **lists** as specified in **Civil Service Rule VI B 2**.

B. **Countywide Reemployment Lists**

If an opening occurs in a class in departments **other** than the one in which the layoff took place, the Personnel Director shall certify the **County-wide Overfill Lists** for that class to the other **department(s)**. If **there** is no County-wide **Overfill List** for the class, the next list to be **certified** shall be the County-wide Reemployment List. Names on such a County-wide Reemployment List **shall be** certified **together as a bloc** in no **particular** order.

A department may **request** selective **certification** of bilingually qualified **employees** from a County-wide Overfill List for a vacant position that is designated as bilingual pursuant to **Article 20 B i** through 3. If **there** is no County-wide **Overfill List**, the order of **certification** shall be: (1) County-wide Reemployment List, and (2) other employment **lists** as **specified** in **Civil Service Rule VI B 2**.

C. **Retention of Reemployment List Status**

A laid-off **employee** shall remain on the **Reemployment Lists** for the class until either of the following occurs:

1. **He/she** refuses **one** offer of an interview or **one** offer of reemployment in the class from which **he/she** was laid off or displaced;

OR

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2. 24 months have elapsed from the date of layoff or displacement

A laid-off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such person's name may be restored to the list upon written request by the person.

25.10 PREFERENTIAL CONSIDERATION

The Personnel Department will, within the latitude of the Civil Service Rules, attempt to assist probationary and permanent employees subject to layoff as a result of the application of these provisions. To avail themselves of this assistance, such employee shall submit complete, up-to-date employment applications upon request of the Personnel Department. Assistance to be provided to such employees by the Personnel Department will entail:

- A. Referral of laid off probationary employees on a "re-entry" list for consideration of appointments to the class from which laid off, along with persons on other eligible lists.
- B. Referral of reemployment lists as alternate lists to vacancies in other classes for which there are no employment lists, in accordance with Civil Service Rules.
- C. Referral of "re-entry" lists as alternative lists to vacancies in other classes for which there are no employment lists in accordance with Civil Service Rules.
- D. Job search training for groups of affected employees, within staffing and on-going workload limitations.
- E. Counseling with respect to placement in other County jobs, within staffing and on-going workload limitations.

Employees whose names remain on a reemployment list may compete in promotional examinations pursuant to Civil Service Rule VIII.

25.11 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 25), an employee appointed to positions designated as limited-term by the Board of Supervisors shall be laid off at the expiration of that limited-term position without regard to other provisions of the Article.

25.12 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

For purposes of layoff only, an employee with hours of service equivalent to at least six

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months continuous probationary service in a class ~~may~~ be considered to ~~have~~ attained permanent status in that class provided all the criteria specified below are met.

- A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series.
- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.
- C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.
- D. The employee submits a written request to his/her appointing authority which specified the class in which he/she wishes to have permanent status for Purposes of layoff applied, and the appointing authority concurs with C, above.
- E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two classes was continuous and uninterrupted, and that the two classes are in the same class series.

ARTICLE 26 ADMINISTRATIVE LEAVE

A. ELIGIBILITY.

- 1. ~~Full-time/Part-time Management Employees.~~ Employees in full-time and part-time positions designated as Management by the Board of Supervisors, except elected County officers.
- 2. ~~Extra-Help Employees.~~ Extra-help employees shall not earn administrative leave.
- 3. ~~Provisional Employees on Original Appointment.~~ A provisional employee on an original appointment to a position designated as Management shall be eligible for administrative leave. Such an employee shall be considered eligible for administrative leave from the beginning date of the original, provisional appointment.
- 4. ~~Reappointed Employees.~~ Management employees who are reappointed within two years of separation from a management position, whether by layoff or other reason, shall begin earning administrative leave upon reappointment. Such employees shall not receive an initial credit or advance of administrative leave upon reappointment.
- 5. ~~Reinstated Employees.~~ Employees reinstated in a position designated as Management within two years after resignation shall be eligible to begin earning administrative leave again. Such employees shall not receive an initial credit or advance of administrative leave upon reinstatement.

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B. INITIAL CREDIT UPON APPOINTMENT

1. Initial Credit

- a. Full-time Management Employees. Eligible **employees** in full-time positions shall be advanced an initial credit of **40** hours of administrative leave at the time of appointment to a management position.
- b. Part-time Management Employees. Eligible employees in part-time positions shall be advanced an **initial credit** of administrative leave **equal to** the number of authorized **weekly** hours of their position at the time of appointment to **management position**.
- c. Initial Credit Earnings and Limitations. The initial credit of **40** hours advanced to eligible **employees** is **earned** at the rate of **.0192** hours for each hour of service following appointment to a management position. Initial **credit** for administrative leave is **earned by the** employee **only** during their **first year** of **employment** in a **management** position **or during their first** year of employment upon **reappointment** to a management position provided **that** a **24** month period has elapsed since their previous employment as a County **Management** employee.
 1. Should an employee's **scheduled** hours change, during the first year of employment in or reappointment to a management position, no change shall be **made in the** initial **credit** received by the employee.
 2. Should the **employee** not work **sufficient** hours during the **first year** of employment **to earn** credit for the initial **hours** advanced, the unearned advanced **administrative** leave shall be deducted from continuing administrative leave or **vacation hours** to the employee's credit

C. CONTINUING ADMINISTRATIVE LEAVE to the initial credit of administrative leave provided in paragraphs 1 and 2 of subsection B of this section, each **eligible** employee shall earn **.0385** hours of administrative leave for each hour of service. (**approximately 80 hours** per year full-time employees) in a part-time **or** full-time position designated as Management

D. PERMISSIBLE USES. Management employees may elect to **utilize** any administrative leave to their credit for paid **leave** or may receive **cash** payment for such administrative leave at their regular **hourly salary** rate. Usage of administrative **leave** for paid leave shall be subject to the same limitations as the use of **vacation** leave except that no minimum period of employment shall be required at any time before administrative leave may be utilized. Such employees may **request at** any time a cash payment for all or a portion of the unused administrative **leave** to their **credit**.

E. MAXIMUM ACCRUAL. No Management **employee** shall be permitted to **accrue more** than 120 hours of **administrative leave** to their **credit**.

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F. SEPARATION FROM A MANAGEMENT POSITION

1. Employees who separate from a **Management** position shall be paid off for any administrative leave to their credit, except as note below.
2. Use of Initial Credit Before Earned. Employees who, for any reason, separate from a management position prior to earning in full **the** initial credit of administrative **leave shall** have **any** administrative **leave** or vacation leave hours **their** credit there-upon reduced to the extent the **initial** credit has been used but not yet **earned**. In the **event** the employees do not have sufficient administrative leave or vacation **leave** hours to their credit to permit the deduction of unearned advanced administrative leave, the monetary **value** of the unearned **advanced administrative** leave shall be **offset against** the **separation** pay of the employee or **otherwise** be a charge against the employee.

ARTICLE 27
PREMIUM PAY - GENERAL

A. APPLIED TO BASE HOURLY RATE.

Each type of premium pay (e.g., Night Shift Differential) shall be applied separately against **the base** hourly rate of the **employee** receiving the **premium(s)**.

B. NOT APPLIED TO OVERTIME.

Premium pay **differentials** shall not apply to overtime worked.

ARTICLE 28
AUTOMOBILE MILEAGE REIMBURSEMENT

- A. The County **agrees to** reimburse **employees** for authorized use **of** their private automobiles on **County** business at the Internal Revenue Service maximum allowable rate.

Changes to this rate will commence the **first** day of the month which occurs thirty **(30)** days after **the publication of** the **change** of the IRS **allowable** rate in the Federal Register.

- B. **Payment** of mileage **reimbursement** for any **travel** on County business provides compensation for all direct and indirect **costs associated** with ownership, insurance (including **deductible**), **maintenance** and operation of the **employee's** automobile for **all** mileage for any County business travel.

- C. **Employees** must be **authorized** to **use** their private **automobile(s)** on **County** business by the County Administrative **Office**. Effective March 1, **1983**, each employee must provide proof of insurance coverage on the **automobile(s)** to be driven **on** County business in an amount not less than:

1. **\$100,000** per accident bodily injury and **\$50,000** per accident **property** damage; or

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2. \$100,000 combined single limit for auto liability, including bodily injury and property damage.

ARTICLE 29
ROTATION AND REASSIGNMENT EXPECTED AND NORMAL

It is understood and agreed that public safety officers covered by this Memorandum are expected to rotate among shifts and are subject to periodic reassignment among functions and geographic areas as a normal part of their work and that such changes are not punitive even though employees may lose (or gain) eligibility for compensation items (such as night shift differential or on-call pay) or benefit items (such as vacation accrual or holidays) in accordance with the provisions of this Memorandum as a result of such rotation or reassignment

ARTICLE 30
ABSENCE WITHOUT LEAVE

An employee absent from duty for a period which exceeds three working days without authorized leave shall be considered to have abandoned his position and to have automatically resigned.

Such resignation shall be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contacts the department at the first opportunity.

The employee may appeal the appointing authority's determination to the Civil Service Commission within the time provided for in Section 4.05.610. The appeal is solely limited to the questions of whether it was impossible for the employee to contact the department of employment, and did contact the department at the first opportunity.

ARTICLE 31
UNIFORMS

The County agrees to provide replacements for worn out or damaged uniforms for employees in this unit, provided that uniform items are not damaged through gross negligence. Items covered by this program are: shirts, pants, jackets, shoes, hats, and ties.

Uniforms replaced under this provision shall be replaced on an equivalent class basis; i.e., Class A pants may be exchanged for Class A pants.

These items are not to be used other than while working for the County or while traveling to and from work.

It is agreed that the County shall no longer provide a uniform cleaning allowance for employees in this representation unit effective June 30, 1984.

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ARTICLE 32
BEREAVEMENT LEAVE

Employees in this representation unit shall be granted bereavement leave with pay by his/her Appointing Authority in the case of the death of a spouse, a relative in the first degree, or the domestic partner of the employee as recognized by the County after submission of an Affidavit of Domestic Partnership. Relatives of the first degree include the following: the parents of the County employee, the grandparents of the County employee, the sisters and brothers of the County employee, and the children of the County employee. Children are defined as the natural child of the employee, the adopted child of the employee, and the step-child of the employee. Children also include the children of the domestic partner. A domestic partner of an employee and the children of that domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership. Such leave shall be limited to three (3) days per occurrence for deaths occurring within California or five (5) days occurring outside of California.

ARTICLE 33
PAYOFF OF COMPENSATORY TIME UPON APPOINTMENT TO UNIT

An employee who is appointed to a position in the Law Enforcement Middle Management Representation Unit shall have any accrued compensatory time to his/her credit paid off at the time of appointment to this unit at the hourly rate salary for the previous class.

ARTICLE 34
BODY ARMOR

The County agrees to refurbish, repair or replace body armor, as appropriate: in accordance with manufacturer specifications. The cost to the County for such refurbishment, repair, or replacement of an employee's body armor shall be the actual cost of the refurbishment, repair or replacement during the life of this agreement.

ARTICLE 35
COURT APPEARANCE PAY

1. ~~Court Appearance Subpoenaed as Arresting Officer~~ Employees in this representation unit who, as the arresting officer, are required to appear in court at a time other than their regular shift shall receive \$100.00 for that day's court appearances. (Coding of the timecard for receipt of the \$100.00 payment shall be specified by the Auditor's Office.) Time spent in court appearances when subpoenaed as the arresting officer shall not be considered time worked.
2. ~~Court Appearances - Other Subpoenas~~. Time actually spent in court appearances for any other subpoenas (i.e., when not the arresting officer) shall count, along with other time worked, towards compensatory time.
3. ~~General~~. No employee shall be compensated for court appearance pay and court leave simultaneously.

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ARTICLE 36 FULL AGREEMENT

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

ARTICLE 37 SEVERABILITY

In the event that any provision of this Memorandum of Understanding be declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 38 OTHER PROVISIONS

Existing and newly appointed employees in this representation unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to complete a payroll authorization form for a participating financial institution.

Payroll authorization forms are available from the employee's departmental payroll clerk.

ARTICLE 39 UNPAID DAYS OFF

The County agrees that there will be no temporary layoffs for this representation unit during the term of this agreement.

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HM

COUNTY NEGOTIATING TEAM

Dania Torres Wong

Kim Geron

Pruitt Tully

William H. Avery

DATE: _____

OPERATING ENGINEERS LOCAL 3
NEGOTIATING TEAM

Barbara Williams
Barbara Williams

Dennis Smith

Roger Wildey

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