



COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT

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DANIA TORRES WONG, DIRECTOR

June 18, 2001

Agenda: June 26, 2001

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

**Approve Memoranda of Understanding for the Law Enforcement
Representation Unit, Sheriffs Supervisory Unit and Law Enforcement
Middle Management Unit, Adopt Related Resolutions,
and Authorize the Personnel Director to Sign Agreements**

Dear Members of the Board:

Tentative agreement has been reached with Operating Engineers Local 3 for new Memoranda of Understanding (MOU) for the Law Enforcement Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit for the period of June 23, 2001, through June 30, 2005. The agreement is within parameters established by your Board and has been ratified by the units' membership. The total cost of the proposed four-year agreement is approximately \$3.5 million. The sources of funding for these increases are: general fund, state and federal funding and departmental revenues. The funds are included in the County budget.

Provisions of the agreements include:

- Cost of living and market salary adjustment of 13% effective June 23, 2001;
- Cost of living salary adjustments of 4% in each subsequent year beginning with the pay periods closest to July 1, 2002, and January 1 of 2003, 2004, and 2005;
- Implement the PERS Safety Retirement Option known as 3% @ 50 by December 2002 contingent upon all safety units agreeing to its implementation or the existence of legislation permitting separate bargaining among units containing safety retirement members. If neither event occurs prior to December 2002, safety retirement members of these representation units will receive an in lieu salary payment of 8% each pay period until such time as the benefit can be implemented;
- Implement the PERS Retirement option known as Single Highest Year contingent upon all other bargaining units agreeing to re-open on this issue only. If this option is not implemented by December 2001, members of this representation unit will receive an in lieu salary payment of 1% each pay period until such time as the benefit can be implemented;


28

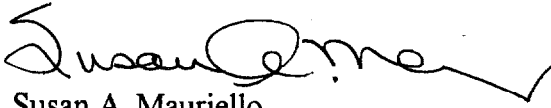
- Increase to County monthly contributions for health insurance in the amount of \$20.00 for employee, \$40.00 for employee plus one and \$30.00 for employee plus two, effective August 1, 2001. In the subsequent years of 2002, 2003, and 2004, on each August 1st, the county's monthly health contribution will increase \$10.00 for employee, \$20.00 for employee plus one, and \$15.00 for employee plus two;
- Increase of \$30.00 to the county's monthly contributions for the retirees' health plan, effective August 1, 2001. In the subsequent years of 2002, 2003, and 2004, on each August 1st, the county's monthly health contribution will increase by \$15.00;
- The County agrees to pay any increases in the cost of providing dental coverage during the term of this agreement;
- Increase the boot reimbursement to \$110.00 during the term of this agreement for the Law Enforcement Unit;
- Minor changes to the equal employment opportunity, sick leave, and lay off sections to conform with recent changes in the law and practice.

It is therefore RECOMMENDED that your Board:

1. Approve the attached Memoranda of Understanding for the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit for the period June 23, 2001 through June 30, 2005 and direct the Personnel Director to sign the M.O.U. on behalf of the County;
2. Authorize the Personnel Director and County Administrative Officer to make any necessary administrative changes to implement the provisions of the Memoranda of Understanding;
3. Adopt the attached resolution to amend Resolution No. 279-75 to implement salary actions in the MOU;
4. Adopt the attached resolution to amend the County's contract with PERS Health to establish the County's medical contributions for the duration of the Law Enforcement Middle Management MOU as required by the PERS;
5. Adopt the attached resolution to amend Resolution 247-76 to authorize the Personnel Director to make revisions to the text and format of and publish Section 160 (Salary, Compensation and Leave Provisions) to reflect changes to parallel provisions in the Memoranda of Understanding.

Very truly yours,


Dania Torres Wong
Personnel Director


Susan A. Mauriello
County Administrative Officer

DTW:GLD:pc

Attachments

cc Personnel (2); Auditor-Payroll (2); Operating Engineers Local 3 (3); Sheriff-Coroner

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:

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

WHEREAS, Government Code Section 22825.6 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act; and

WHEREAS, Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the employer's contribution for each employee in the Law Enforcement Middle Management Representation Unit, effective August 1, 2001, shall be the amount necessary to pay a portion of the cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan up to a maximum of \$321.34 per month with respect to an employee enrolled for self alone, \$450.15 per month for an employee enrolled for self and one family member, and \$507.37 per month for an employee enrolled for self and two or more family members, plus Contingency Reserve Fund assessments; and

BE IT FURTHER RESOLVED AND ORDERED that the Board of Supervisors appoint and direct, and it does hereby appoint and direct Lee Ann Shenkman to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this day of June, 2001, at a regular meeting by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS

TONY CAMPOS, Chairperson of the Board

ATTEST: _____
 Clerk of the Board

Approved as to form:



Assistant County Counsel

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

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 AND CHANGING 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 Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, which provides for changes in salary steps over the term of June 23, 2001 to June 30, 2005; and

WHEREAS, Article 13.5 E and F of the Memorandum of Understanding for the Law Enforcement Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, provides for salary adjustments if one or both of two changes to the retirement plan are not made by specified times, and for the recession of those adjustments when such changes are subsequently implemented; 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 the beginning of the pay period closest to June 23, 2001 at 12:01 a.m., by increasing each of the hourly rates in the salary range for classes in the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 13%.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to July 1, 2002, at 12:01 a.m. by increasing each of the hourly rates in the salary ranges for classes in the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 4.0%.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to January 1, 2003, at 12:01 a.m. by increasing each of the hourly rates in the salary ranges for classes in the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 4.0%.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to January 1, 2004, at 12:01 a.m. by increasing each of the hourly rates in the salary ranges for classes in the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 4.0%.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to January 1, 2005, at 12:01 a.m. by increasing each of the hourly rates in the salary ranges for classes in the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 4.0%.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to December 1, 2001, by authorizing the Personnel Director to increase each of the hourly rates in the salary range for safety and non-safety classes in the Law Enforcement Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 1% if an amendment to the retirement plan to add the highest single year benefit is not implemented by December 1, 2001, and, further, to rescind said adjustment at such time as the single highest year benefit is subsequently implemented.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to December 1, 2002, by authorizing the Personnel Director to increase each of the hourly rates in the salary range for safety members in the classes in the Law Enforcement Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, by 8% if an amendment to the retirement plan to add the "3% at 50" benefit is not implemented by December 1, 2002, and, further, to rescind said adjustment at such time as the "3% at 50" benefit is subsequently implemented.

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

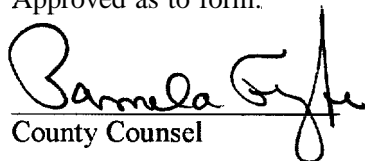
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 2001, by the following vote:

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

TONY CAMPOS, Chairman of the Board

A T T E S T : _____
Clerk of the Board

Approved as to form:



County Counsel

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

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 PERSONNEL REGULATIONS

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

WHEREAS, the Board of Supervisors has approved Memoranda of Understanding for the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, for the period June 23, 2001 through June 30, 2005, which contains explicit changes in salary, compensation and leave regulation provisions that are also contained in Section 160 of the Personnel Regulations; and

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

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the Personnel Director is authorized to make revisions to the text and format of Part 160 (Salary, Compensation and Leave Provisions) of the Personnel Regulations which reflect revisions to parallel provisions in the Memoranda of Understanding for the Law Enforcement Representation Unit, Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit, for the period June 23, 2001, through June 30, 2005, and to publish Part 160 with said revisions.

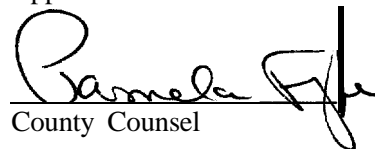
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cmz, State of California, this _____ day of _____, 200 1, by the following vote:

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

TONY CAMPOS, Chairman of the Board

ATTEST: _____
Clerk of the Board

Approved as to form:



County Counsel

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

SANTA CRUZ COUNTY
LAW ENFORCEMENT REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING ~~1997-2000~~ 2001 - 2005

TABLE OF CONTENTS

	Page
Article 1 Memorandum of Understanding - Introduction	1
Article 2 Recognition	1
Article 3 Peaceful Performance of County Services	1
Article 4 Compliance with Memorandum	2 <u>1</u>
Article 5 Equal Employment Opportunity - Affirmative Action	2
Article 6 Safety	2
Article 7 Sheriffs Vehicles - Safety Inspection	3 <u>2</u>
Article 8 Productivity	3 <u>2</u>
Article 9 Rotation and Reassignment Expected and Normal	3
Article 10 Effective Date of Transactions	3
Article 11 Scheduled Hours	4 <u>3</u>
Article 12 Pay	5 <u>4</u>
Article 13 Retirement	10 <u>8</u>
Article 14 Insurances	11 <u>9</u>
Article 15 Overtime	15 <u>14</u>
Article 16 On-Call Duty, Call Back Pay, Court Appearance Pay	17 <u>15</u>
Article 17 Notice on Changes in Work Schedule	19 <u>17</u>
Article 18 Paid Leave	19 <u>17</u>
18.1 Holidays	19 <u>17</u>
18.2 Vacation	21 <u>19</u>
18.3 Sick Leave	25 <u>21</u>
18.4 Court Leave	28 <u>25</u>
18.5 Other Leave	28 <u>25</u>

SANTA CRUZ COUNTY
LAW ENFORCEMENT REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING - 2 0 0 1 - 2 0 0 5

TABLE OF CONTENTS (Continued)

	Page
Article 19 Leave of Absence Without Pay	29 <u>26</u>
Article 20 Absence Without Leave	31 <u>27</u>
Article 21 Premium Pay	32 <u>28</u>
21.1 Premium Pay - General	32 <u>28</u>
21.2 Night Shift Differential	32 <u>28</u>
21.3 Career Incentive	32 <u>28</u>
21.4 Detective Differential	33 <u>29</u>
21.5 Field Training Officer	33 <u>29</u>
21.6 Bilingual Pay	33 <u>29</u>
Article 22 Other Compensation Provisions	35 <u>30</u>
22.1 Uniform Allowance	35 <u>30</u>
22.2 Meals in Detention Facilities	35 <u>30</u>
22.3 Exceptional Travel	35 <u>31</u>
22.4 Body Armor	36 <u>31</u>
Article 23 Union Security	36 <u>31</u>
Article 24 Grievance Procedure	40 <u>34</u>
Article 25 Grievance Representatives	43 <u>37</u>
Article 26 Layoff Provisions	44 <u>38</u>
Article 27 Other Provisions	50 <u>42</u>
Article 28 Re-Openers	50 <u>43</u>
Article 29 Unpaid Days Off	50 <u>43</u>
Article 30 Severability	50 <u>44</u>

ARTICLE 1 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 Representation Unit for the period beginning ~~June 28, 1997~~ June 23, 2001 through ~~June 30, 2000~~ June 30, 2005.

Unless otherwise specified herein, all provisions shall become effective- following adoption by the Board of Supervisors.

ARTICLE 2 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 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 stop 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.

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 EQUAL EMPLOYMENT OPPORTUNITY/~~AFFIRMATIVE ACTION~~

The County and the Union agree that no person employed or applying for employment shall be discriminated against ~~because~~ on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over ~~4018~~), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support ~~Affirmative Action~~ efforts which are intended to achieve equal employment opportunity as provided for in Federal, & State and County requirements.

ARTICLE 6 SAFETY

It is the duty of the County to make reasonable efforts to provide and maintain a safe place of employment. The Operating Engineers, Local 3, will cooperate in urging all employees to perform their work in a safe manner. It is the duty of all employees to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee may submit the matter in writing to the Departmental Safety Officer.

If the employee does not receive a response within a reasonable period of time, or finds the response unsatisfactory, he/she may directly contact the County Safety Officer in the Personnel Department.

The Sheriff-Coroner shall designate a Departmental Safety Officer to receive, review and make recommendations on all reported unsafe working conditions.

A failure by the County to follow the process specified above in this Article (6) is grievable. Substantive matters are not grievable.

ARTICLE 7 SHERIFF'S VEHICLES - SAFETY INSPECTION

The Departmental Safety Officer shall be responsible for the safety inspection and field testing of County maintained vehicles at 50,000 miles and every 15,000 miles thereafter. Inadequate or unsafe running gear will be replaced or repaired. Vehicles that are unsafe and cannot be restored to safe condition will be removed from service.

The Union's safety specialist may examine patrol and prisoner transportation vehicles when three written reports of a specific safety hazard have not been corrected. The Union's safety specialist may recommend improvements to eliminate the safety hazard to the Director of General Services.

ARTICLE 8 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. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

ARTICLE 9 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 10 EFFECTIVE DATE OF TRANSACTION

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 next 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 11 SCHEDULED HOURS

A. General.

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 26. 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.

1. Part-time Employees. Authorized hours worked by an employee in a budgeted, part-time position in excess of the scheduled hours of work of the position shall be compensated in cash at the employee's base hourly rate up to 80 hours in a two-week period. Such hours shall not be a factor or credit for purposes of step advancement, paid leave accrual or use, pay differentials, or seniority accrual. Such employees may, under authorization and eligibility requirements set forth for each leave type, use hours of paid leave up to the number of scheduled hours of work of the position in the pay period, except as provided in B, below, for employees on the 7 day/12 hour work schedule.
2. When the combination of hours worked and of paid leave of an employee exceed 40 in a pay period, the employee shall receive "straight time overtime" in cash at the employee's

base hourly rate for such excess hours; provided, however, that hours worked in excess of 40 shall be compensated at time and one-half in accordance with Article 15. Such employees may at the option of the department head, be granted compensatory time at the rate of one hour of compensatory time for each hour of straight time overtime" in lieu of compensation in cash. Such compensatory time shall be combined with and subject to the maximum accrual limit provided for in article 15, subsection D 2.

ARTICLE 12 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.

B. Salary Adjustments.*

1. Effective June 23, 2001, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 13%.
2. Effective with the beginning of the pay period closest to July 1, 2002, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 4%.
3. Effective with the beginning of the pay period closest to January 1, 2003, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 4%.
4. Effective with the beginning of the pay period closest to January 1, 2004, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 4%.
5. Effective with the beginning of the pay period closest to January 1, 2005, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 4%.
6. Single Highest Year: see Article 13.E of this agreement.
7. 3% at 50: see Article 13.F of this agreement.
1. ~~Effective October 4, 1997, the salary schedule for classes in this representation unit shall be modified as follows:
 - a. ~~The existing first step shall be deleted. Individuals at the first step shall be moved to the current step 2. Thereafter, they shall be eligible for advancement to the next step after 2080 hours of service.~~
 - b. ~~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 top step shall be eligible for advancement in accordance with regular step advancement rules.~~
 - c. ~~The previous steps 2 through 7 will appear on the new salary range as steps 1 through 6 and the new top step will be identified as step 7.~~~~
2. ~~Effective August 8, 1998, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 11.0% as employees concurrently commence paying the PERS employee contribution of 9.0%.~~

* Also see Section 22.1

~~3. Effective June 24, 1999, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 2.0%.~~

~~4. Effective December 9, 1999, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 2.0%.~~

- 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 follows:

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** 2080 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 hours of service.

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. Beinninn 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.

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.

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. 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 employees 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.

ARTICLE 13 RETIREMENT

A. Employee P.E.R.S. Retirement Contributions

1. ~~Prior to August 8, 1998. The County shall continue to pay the employees' P.E.R.S retirement contribution of nine (9.0%) percent for employees in this representation unit through August 7, 1998. The employer payment of the employee PERS contribution under this agreement is not considered earnings and is not subject to FICA or tax withholdings. Employees do not have the option to choose to receive the employer payment of PERS contributions directly instead of it being paid by the employer.~~
2. ~~On and After August 8, 1998~~ Effective August 8, 1998, employees in this unit **will commenced paying the PERS** employee contribution, and the County **will** no longer pay **paid** the employee's PERS contribution. In consideration for this change, the parties have agreed to a cost neutral one-time salary adjustment August 8, 1998, in lieu of the County paying the PERS employee contribution. (See Article 12 B 2.)

- B. The County agrees to provide the 2% at age 50 P.E.R.S.retirement plan for all safety members of this representation unit see Article 13.F (Retirement) regarding the County's intention to move to 3% @ 50 in 2002.
- C. The P.E.R.S. 1959 survivors benefit has **been** increased to the third level as provided in Government Code Section 21382.4.

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

The County agrees to take the necessary steps to implement the employer pick-up provisions of Internal Revenue Code Section 414 (h)(2) for employees within this unit effective August 8, 1998.

Effective **August 8, 1998**, 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 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. The County agrees to take action to provide the **single highest** year option under the P.E.R.S. retirement plan for safety and non-safety members in this representation unit, if all other units agree to reopen on this issue only with 30 days of adoption of this agreement.

If the **single** highest year retirement option is not implemented by December 2001 the County agrees to increase the hourly rates for steps in the **salary ranges** for all classes in this Unit by 1%, effective the **pay** period closest to December 1, 2001, until such time as the **single** highest year benefit is implemented. Upon implementation of the **single** highest year benefit, the 1% increase would be rescinded.

F. 3% at 50 P.E.R.S. Safety Retirement Plan: The County agrees to implement the 3% at 50 retirement option for safety retirement members in this representation unit by December 2002 contingent upon all **safety** retirement units **agreeing**, or legislation **permitting** separate **bargaining**.

In the event that neither event occurs prior to December 2002, the County agrees to increase the hourly rates for steps in the **salary ranges** for all classes in safety retirement in this Unit by 8%, effective the **pay** period closest to December 1, 2002, until such time as the 3% at 50 can be implemented. Upon implementation of the 3% at 50 benefit, the 8% increase would be rescinded. This provision does not apply to unit members who are not in a PERS safety retirement program.

ARTICLE 14 INSURANCES

14.1 HEALTH PLAN.

A. Contributions/Deductions

1. Employees in this representation unit hereby authorize the County to make payroll deductions of the employee portion of the premiums for insurance coverage under the **Union's Operating Engineer Health and Welfare Trust Plan**.

~~Effective June 28, 1997, the maximum biweekly County and employee contribution for insurance coverage under the Union's Health and Welfare Plan shall be as follows:~~

- a. Such deductions and the county's contribution shall remain in place until superseded by the contribution amounts on August 1, 2001, listed below in 14.1.A.2. and the subsequent adjustments in 14.1 .B.

<u>County</u>	<u>Employee</u>
\$120.15	\$4.49 for employee only
\$168.53	\$29.48 for employee plus one dependent
\$199.55	\$34.90 for employee plus two or more dependents

2. Effective for premium payments for August 1, 2001, the maximum monthly County contribution for insurance coverage under the **Operating** Engineer's Health and Welfare Trust Plan shall be as follows:

<u>\$ 321.34 for employee only</u>
<u>\$450.15 for employee plus one dependent</u>
<u>\$507.37 for employee plus two or more dependents</u>

B. Adjustments

1. ~~Effective July 26, 1997, the County shall pay the first \$15.00 per month of any increase in contributions for insurance coverage under the Union's Health and Welfare plan and the employee will pick up the balance of any increase.~~
3. ~~Effective July 25, 1998, the County shall pay the first \$15.00 per month of any increase in contributions for insurance coverage under the Union's Health and Welfare plan and the employee will pick up the balance of any increase.~~
3. ~~Effective July 24, 1999, the County shall pay the first \$15.00 per month of any increase in contributions for insurance coverage 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.~~

B. Adjustments

1. Effective for coverage on August 1, 2002, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent, employee plus two or more dependents, respective, under the **Operating Engineers** Health and Welfare Trust Fund insurance plan, and the employee will pick up the balance of any increase.
2. Effective for coverage on August 1, 2003, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee,

employee plus one dependent, employee plus two or more dependents, respective, under the **Operating Engineers** Health and Welfare Trust Fund insurance plan, and the employee will pick up the balance of any increase.

3. Effective for **coverage** on August 1, 2004, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance **coverage** for employee, employee plus one dependent, employee plus two or more dependents, respective, under the **Operating Engineers** Health and Welfare Trust Fund insurance plan, and the employee will pick up the balance of any increase.

~~D.C.~~ The Operating Engineer Health & Welfare Trust Plan shall provide the County written notice in advance of premium rate increases and of any proposed changes to the current level of benefits.

~~E- D.~~ Indemnify, Hold Harmless and Defend.

The Union and Association 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 and Association, 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 (14.1), 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.

14.2 DENTAL PLAN.

The County agrees to continue to pay the premium, and any increases, for eligible employees and dependents for dental coverage during the term of this agreement. All dependents enrolled in the dental plan must ~~also~~ be enrolled in the same Health- Dental Plan as the employee.

14.3 LONG TERM DISABILITY.

Coverage under the prior Long Term Disability Plan for employees in this representation unit shall cease. Employees may make voluntary payroll deductions for long term disability coverage through PORAC.

14.4 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.

14.5 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.
 2. 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-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.

14.6 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

- A. As used herein (Article 14.6) 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 a 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.

Employees granted leave of absence without pay of one full pay period or longer must notify the Employee Insurances/Benefits Division of the County Personnel Department and make arrangements for payment of insurances in advance.

An employee who is on a leave of absence without pay must pay in advance for any insurance coverage during the leave of absence of one full pay period or longer. 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 commences.

If the employee does not pay for insurance coverage during the leave of absence, he/she is treated like a new employee in terms of when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay, they will be treated as initial enrollees for dental insurance for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

- B. When an employee is on a leave of absence without pay for any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan, coverage under employee insurance (e.g., health, life, dental, long-term disability) cease for the employee and any dependents the beginning of the first full pay period of leave of absence without pay, except as provided in 1 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 the approved FMLA leave for which the employee is entitled, payment for continued employee insurance coverage shall be as specified elsewhere in this Section (14.6).

2. Continuation of Employee Coverage While Receiving LTD Benefits (other than FMLA leave). The County's contribution towards employee's dental coverage, life insurance coverage and LTD coverage shall continue 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 for his/ her own coverage in advance and be reimbursed when confirmation is received that he/she is receiving LTD Benefits, provided that the employee contacts the Employee Insurance/Benefits Division to apply for LTD provided, should the employee not receive LTD benefits, the employee must repay to the County all contributions for insurances during the leave of absence without pay. The County shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoff upon separation, civil action, or other actions.
- C. Liability of Employee for Ineligible Dependents. Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependents behalf by the County. It is the responsibility of each employee to notify the Employee Insurances/Benefits Division of the County Personnel Department upon any enrolled dependent(s) becoming ineligible.

14.7 RETIREE HEALTH

- A. Operating Engineers Health & Welfare Trust.
1. Effective August 1, 2001, the County shall increase its payment from \$220.00 to pay \$190.00 per month to \$250.00 per month to the Operating Engineers Health & Welfare Trust for employees who retire from County Service from this representation unit and who choose (one time irrevocable choice) to participate in the Operating Engineer Health & Welfare Trust Plan upon separation from County Service, provided all of the following conditions are met:
 - 1a. The employee files an application for monthly retirement benefits through PERS at the time of separation; and
 - 2 b. The employee is at least 50 years of age at the time of separation; and
 - 3 c. 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.)
 - d. Effective for coverage on August 1, 2002, the County's payment under this provision shall be increased from \$250 to 265 per month.

Effective for coverage on August 1, 2003. the County's payment under this provision shall be increased from \$265 to \$280 per month.

Effective for coverage on August 1, 2004, the County's payment under this provision shall be increased from \$280 to \$295 per month.

- B.2** 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.3** Retirees or their survivors shall promptly notify the Operating Engineers and County of conditions which terminate eligibility.
- D.4** The Operating Engineer Health & Welfare Trust shall bill the County monthly, and shall remit any monies collected for ineligible persons.
- E.5.** Retired employees and/or their dependents who elect health coverage **under COBRA** or its amendments shall not be eligible for coverage in the Operating engineers sponsored health plan under the provisions of this Section (14.7).

ARTICLE 15 **OVERTIME**

- A. Definitions. For purposes of this section, the following terms are defined:
1. "Holiday" means those days specified by resolution of the Board of Supervisors to be County Holidays.
 2. "Overtime" means authorized time worked in excess of 40 hours in a one-week work period.
 3. "One Week Work Period" means a seven consecutive day period, commencing Friday at midnight (12:01 a.m. on Saturday and ending the first Friday thereafter at midnight (12:00 a.m.).
- B. Authorization. Provided that 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 (County Code **2.26.020**), 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.
 2. Advance Approval Required. Employees cannot work overtime without the advance approval of department heads or their designated agents.
 3. Time Off At Convenience of Department. Time off in lieu of overtime pay shall be granted at the convenience of the department head.
 4. Eligibility. All employees are eligible for overtime pay.

C. Computation.

1. Hours Not Included. Unless specifically provided otherwise in this article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examination or selection interviews or for purposes of donating blood; and mandatory leave with pay.
2. 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 16.3 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 for Overtime - Law Enforcement Unit Employees.

1. Employees in this unit shall be on a "one week work period" for purposes of overtime, and shall receive payment in cash for all overtime worked in the amount of one and one-half (1-112) times the employee's hourly salary rate. Such employees may also, at the option of the department head, be credited with compensatory time earned at the rate of one and one-half hours of compensatory time for each hour worked between 40 and 43 in a one-week work period in lieu of compensation in cash, except for the following:

Any authorized overtime worked beyond twenty-seven (27) hours shall be compensated in cash at one and one-half time the employee's regular hourly rate. (Twenty-seven hours of overtime work will result in a compensatory time off balance of 40.5. hours.)
2. It is understood that the FLSA "regular rate" will apply for hours worked beyond 43 in a one-week work period.

ARTICLE 16 ON CALL DUTY, CALL BACK PAY, COURT APPEARANCE PAY

16.1 ON-CALL DUTY

A. Defined.

On-call duty is defined as the requirement by the County for an employee to leave a phone number where the employee can be reached during off- duty hours, or carry a pager during off duty hours, and the employee must be able to report to a specified job site within a one hour period. To be assigned on-call duty, an employee must be on a written on-call department schedule that has been approved by the County Administrative Officer.

B. County Administrative Officer Approval.

No employee may be compensated for on-call duty until approved by the County Administrative Officer. Review by the County Administrative Officer shall include a determination of the need for the use of on-call, and a determination that the on-call situation is to be utilized to the advantage of the County.

C. Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered actual hours worked which counts towards overtime.
2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site unless engaged in productive work. Travel time to the job site shall not be considered time worked unless productive work (e.g., use of a car or portable radio to determine status of case, assign staff, call out equipment) is done.
3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on-call pay.

D. Compensation.

An employee assigned on-call duty shall be compensated at a rate of \$2.25 per hour for a period when assigned to be on-call.

16.2 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 (16).

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 hours 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.

16.3 COURT APPEARANCE PAY

Employees who are required to return to work to appear in court at a time other than their regular shifts shall receive the pay rate of one and one-half (1-112) times their base rate of pay with a minimum of four hours, except as follows:

- a. No more than one four-hour minimum shall be paid for any one day.

- b. No compensation shall be granted for the period the court is in lunch recess unless the lunch break falls within the four (4) hour minimum.
- c. When a court appearance occurs less than four hours from the beginning of a shift, the employee shall receive court appearance pay at time and one-half his/her base rate until his/her shift begins.
- d. This four-hour minimum shall not apply when court time worked by an employee occurs at the end of the employee's regular working hours. However, all court appearance hours worked shall be paid at time and one-half the base rate.
- e. No employee shall be compensated for court pay and court leave simultaneously.
- f. All court time worked shall count as time worked for the purposes of calculating overtime.
- g. Employees will distinguish on their time cards between hours actually worked during the court appearance minimum (i.e., 26 R "Court pay") and time not worked during the minimum (i.e., 26 G "court pay not worked").
- h. Travel time to and from the site of the court appearance shall not be considered time worked.

ARTICLE 17 NOTICE ON CHANGES IN WORK SCHEDULE

In so far as practical, a minimum of two (2) calendar weeks advance notice shall be given to employees in the Law Enforcement Unit for changes in work assignment which affect:

- a. Regular scheduled working hours;
- b. Normal location for reporting to duty;
- c. Uniformed or non-uniformed status of employees.

Nothing herein shall limit the authority of management in making assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies or critical staffing needs.

ARTICLE 18 PAID LEAVE

18.1 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 Years Day"
 - 2. The third Monday in January, known as "Martin Luther King Day"
 - 3. The third Monday in February, known as "Presidents Day"
 - 4. The last Monday in May, known as "Memorial Day"
 - 5. 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 last Friday in November, the day after "Thanksgiving Day"
11. Half day on **Dec 24**, known as "Christmas Eve"
12. 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 (i.e., eight hours a day, five days a week) work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays. This section does not apply to employees on a 4/10 schedule, see 8.4 for those employees.
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 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. Law Enforcement Representation Unit - 4/10 Schedule. Sheriffs Department employees in the Law Enforcement Representation Unit shall receive one 10 hour day off per month (i.e., 12 days per year) in lieu of the prescribed holidays, and are excluded from the provisions of Part A of this section (Holidays).

D.C. Holiday Compensation - Part-Time Employees. Employees working in budgeted part-time positions that require between 20 and 39 hours of work 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.

18.2 VACATION

A. Eligibility. Vacation benefits shall be provided in accordance with the following.

1. 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.

2. 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.
3. Extra-Help Employees. Extra-help employees shall not earn vacation leave.
4. Provisional Employees on Oriainal 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.
5. Employees Reappointed from Layoff. Employees who are laid off and then 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.
6. Reinstated Employees. Employees granted reinstatement within a period of two years following resignation shall receive credit for hours of service prior to resignation for purposes of determining eligibility for vacation leave.

B. Vacation Allowance.

1. Newly Appointed Law Enforcement Representation Unit Employees on the 5 Day/8 Hour Work Schedule.
 - a. Eligible full-time employees newly appointed shall be credited with 112 hours of vacation upon completion of 2080 hours of service.
 - b. 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.
 - c. Thereafter each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:

2,080 - 10,400 hours of service (approximately 1 thru 4 years); **.0538** hours per hour of service (approximately 112 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 5 thru 9 years); **.0731** hours per hour of service (approximately 152 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 10 thru 14 years); **.0923** hours per hour of service (approximately 192 hours per year of full-time service).

31,201 hours of service and over (approximately 15 years and over); **.1115** hours per hour of service (approximately 232 hours per year of full-time service).

2. Newly Appointed Employees in the Law Enforcement Unit on the 4 Day/10 Hour Work Schedule.

a. Each eligible full-time employee newly appointed shall be credited with 86 hours vacation upon completion of 2080 hours of service.

b. 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.

c. 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 thru 4 years); **.0413** hours per hour of service (approximately 86 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 5 thru 9 years); **.0606** hours per hour of service (approximately 126 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 10 thru 14 years); **.0798** hours per hour of service (approximately 166 hours per year of full-time service).

31,201 hours of service and over (approximately 15 years and over); **.0990** hours per hour of service (approximately 206 hours per year of full-time service).

3. Employees Moving from One Vacation Schedule to Another.

Current employees who move from one vacation schedule to another shall retain their accumulated vacation credits and accrue vacation leave at the appropriate rate under the new schedule.

Should such employee's accrued vacation credits exceed the maximum accrual under the new schedule, the excess hours shall be credited toward sick leave to the maximum allowable.

4. Employees Reappointed from Layoff (within 24 months).

- a. The original appointment date and hours of service completed during prior employment with the County by reappointed employees shall determine the vacation accrual rate.
 - b. Employees who were not eligible for vacation payoff at the time of layoff shall, upon reappointment, be credited with all unused vacation leave accrued at the date of layoff.
 - c. Payoff of unused vacation leave at the time of layoff eliminates all earned vacation to employees.
5. Reinstated Employees. Reinstated employees are treated as new employees for purposes of vacation accrual. Such employees do not receive credit for any vacation leave earned prior to their resignation.

C. Limitations On Use.

- 1. At Convenience of Department. Vacation shall be taken at times designated by the various department heads.
- 2. Maximum Accrual. No employee shall be allowed to accrue more than two times the annual vacation accrual rate indicated for their length of service on the 5 day/8 hour vacation accrual schedule.
- 3. Increments. Department heads may allow employees to take vacation time off in increments as small as .01 hours.
- 4. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
- 5. No Duplication with Workers 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.
- 6. 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 October 9, 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.

- D. 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. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

18.3 SICK LEAVE

A. Eligibility. Sick leave benefits shall only be provided to those employees in budgeted positions in classes assigned to the Law Enforcement Representation Unit. Sick leave benefits shall be provided in accordance with the following.

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.
6. LC 4850 Leave. Employees receiving paid leave pursuant to California Labor Code Section 4850 shall not accrue 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 the time of layoff eliminates all earned sick leave accrued by employees.
2. Reinstated Employees. Employees granted reinstatement do not receive credit for any sick leave earned prior to their resignation.
3. Accrual - Employees in the Law Enforcement Unit.
 - a. Eligible full-time employees shall be credited with 48 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 article.

- c. Thereafter, each eligible part-time and full-time employee shall accumulate .0462 hours of sick leave for each subsequent completed hour of service (approximately 96 hours per year of full-time service) up to the maximum accrual.

C. ~~Permissible Uses. Sick leave with pay may be used in case of a bona fide illness of the employee upon approval of the department head.~~

~~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.~~

~~The Personnel 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 any absence.~~

C. Permissible Uses.

1. Employee:

Sick leave with pay may be used in case of a bona fide illness of the employee upon approval of the department head.

2. Family.

a. In conformance with State law, employees shall be oranted per mission to use accrued sick leave to attend to the illness of a child, parent or spouse/domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or child, parent or spouse/domestic partner. As used in this paragraph "child" means a biological, foster or adopted child, step-child, a legal ward, or a child of a person standing in local parentis: "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.

b. The maximum sick leave that must be oranted under this provision in a calendar year is equal to the amount of sick leave the employee will accrue in a six-month period.

c. 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 any absence.

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 leave of absence.
- 2. Accrued sick leave may be prorated to add to Workers' 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.

E. Maximum Accrual.

The maximum accrual prior to March 14, 1992, was 1440 hours.

For the period March 14, 1992 through May 30, 1996, the maximum sick leave accrual was 600 hours; accruals in excess of 600 hours were grandparented as of March 14, 1992.

Effective June 1, 1996, sick leave may only be accrued up to a maximum balance of 1440 hours.

F. Conversion of Unused Sick Leave Upon Separation.

1. Full-time Employees with 2080-10,400 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 2080 - 10,400 hours of service prior to such separation shall there upon be paid:
 - a. For employees in budgeted positions, 10% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave - 160, multiplied by .10). The maximum number of conversion hours shall not exceed 300.
2. Full-time Employees with 10,401-20,800 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 10,401 - 20,800 hours of service prior to such separation shall there upon be paid:
 - a. For employees in budgeted positions, 25% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours, equals the number of conversion hours (i.e., accrued sick leave - 160, multiplied by .25). The maximum number of conversion hours shall not exceed 300.
3. Full-time Employees with 20,801 and Over Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 20,801 or more hours of service prior to such separation shall there upon be paid:
 - a. For employees in budgeted positions, 50% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave -160 hours, multiplied by .50). The maximum number of conversion hours shall not exceed 300.
4. Part-time Employees. Each employee in a part-time position shall be eligible for conversion of sick leave as set forth above in sub-paragraphs 1, 2, and 3 of this subsection, 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.

5. 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 300 hours.
6. Elimination of Sick Leave. Conversion of sick leave at the time of separation eliminates all sick leave earned by the employee.

18.4 COURT LEAVE

- A. All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
 1. As jurors; or
 2. As witnesses on behalf of the County, unless such service is part of the employee's work assignment; or
 3. 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.
- B. 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.
- C. Any employee assigned to swing or grave yard shift, for the hours of required court leave, in accordance with A, above, shall not be compensated for the period of required court duty 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.
- D. Employees required to serve in a court of law in accordance with A, 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.

18.5 OTHER LEAVE

- A. Both parties agree that all employees receiving paid leave under the provisions of California Labor Code Section 4850 shall not accrue sick leave.
- B. 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, and also include the children of the employee's 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 19 LEAVE OF ABSENCE WITHOUT PAY

- A. General Provisions. 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 and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. 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 through 160 working hours. A departmental leave of absence without pay shall not exceed 160 consecutive working hours for a full-time employee (prorated for ~~part-time~~--- e.g., 80 hours for a half-time employee).
1. 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 requires the full attention of the employee.
 - b. 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.
- C. County Leave of Absence Without Pay in Excess of 160 Working Hours. Regular employees may be granted a leave of absence without pay in excess of 160 hours (prorated for part-time employees) as provided in B, above, subject to the prior approval of the Personnel Director.

The maximum period of leave of absence without pay is one (1) year pursuant to Civil Service Rule XI B.

- 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 with out 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 (21), 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. (See Family Care and Medical Leave Notice at the end of this Agreement or Section 168.4 of the Personnel Regulations.)
- 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.
 - F. 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. (See Article 14.6.)
 - G. Limitation on Use
 1. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.
 2. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.
 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.
 - H. Failure to Return. Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

ARTICLE 20 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/her 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 3.24.030. 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 21 PREMIUM PAY

21.1 PREMIUM PAY - GENERAL

Premium pay differentials shall be applied as follows:

- A. 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. Effective April 5, 1986, premium pay differentials shall be applied to overtime hours.
- C. Effective April 5, 1986, each of the premium pay differentials shall be paid at one and one-half times the specified rate for overtime hours.
- D. No premium pay differentials shall be paid for the periods an employee is receiving on-call pay.
- E. Regardless of whether overtime is compensated in cash or compensatory time, any differentials/premium pay applicable in the work period when the overtime is worked shall be shown on the timecard for that period, and shall not be shown on the timecard when any resultant compensatory time is taken off.

21.2 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 p.m. and 8:00 a.m. as a regular work assignment shall be paid a differential above their regular salary rate as and for a night shift differential.

This differential shall be 5.0% of the employee's regular base hourly rate.

21.3 CAREER INCENTIVE

A. POST Certificates

- 1. It is incumbent on the employee to notify the Sheriffs Office when they believe they may be eligible to receive a POST certificate. The Sheriffs Office will submit the application as soon as the necessary supporting documentation is received from the employee. The employee will be notified in writing when the application is submitted to POST.
- 2. Employees in the unit who are eligible for career incentive shall receive the appropriate differential one pay period after the Sheriffs Office submits an application to the State of California Department of Justice for a POST certificate or on the employee's eligibility date, whichever is later, and the Office submits to payroll the necessary payroll forms.

If, after receiving the application, POST determines that the employee is not eligible for the applicable certificate, the employee will cease to receive the career incentive differential until such time as the POST certificate is actually received.

3. Differential.

- a. A differential of \$0.52 an hour above the employee's base hourly salary rate shall apply for a POST Intermediate certificate.
- b. A differential of \$0.96 an hour above the employee's base hourly salary rate shall apply for a POST Advanced certificate.
- c. The maximum differential for possession of a POST certificate is shown in part b, immediately above. No employee will receive career incentive for both an Intermediate and an Advanced POST certificate.

- B. These provisions shall apply only to regular employees in classes for which possession of a POST Basic certificate is required.

21.4 DETECTIVE DIFFERENTIAL

Employees in Deputy Sheriff positions regularly assigned to the Investigation Division of the Sheriffs Office shall receive a pay differential above their base hourly rate. Employees in the class of Deputy Sheriff who are temporarily assigned to investigation work in the Investigation Bureau by the Sheriff shall receive a pay differential above their base hourly salary rate with the prior approval of the County Administrative Office, following completion of the first full pay period of such assignment.

This differential shall be equal to 5.0% of the top step hourly salary rate for the class of Deputy Sheriff.

21.5 FIELD TRAINING OFFICER

Employees in the class of Deputy Sheriff assigned by the Sheriff to duty as a Field Training Officer shall be paid above their regular base hourly rate salary for and as a Field Training Officer as differential.

This differential shall be 5.0% of the base hourly salary rate.

21.6 BILINGUAL PAY

- A. The County shall provide payment of an additional \$0.50 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual language skills at Level I and the employee is certified as qualified at Level I by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.70 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level II and the employee is certified as qualified at Level II by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.85 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level III and the employee is certified as qualified at Level III by the County Personnel Director.

"Level I" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level II" is the ability to converse in the second

language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s). "Level III" encompasses the ability to perform at Level II plus additional specialized legal translation and writing skills beyond Level II, including the preparation of international extradition orders and other extensive legal documents for prosecution and extradition purposes.

- B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.
- C. The County shall periodically review positions covered by these provisions to determine the number, location, and level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose of certifying that employees possess the necessary skill level.
- D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

ARTICLE 22 OTHER COMPENSATION PROVISIONS

22.1 UNIFORM ALLOWANCE

- A. The County agrees to provide replacements for worn out or damaged uniforms for Sheriffs Department employees in the Law Enforcement Representation Unit that have passed their probationary period, provided that uniforms are not damaged through gross negligence. Items covered by this program are:

Shirts	Shoes
Pants	Hat
Jackets	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.

For any boots/shoes replaced on and ~~after March 14, 1992, Board~~ adoption of this agreement, the amount of reimbursement shall not exceed ~~\$91.32~~ \$110.00.

- B. Uniform Cleaning Allowance.

Employees in the classes in this representation unit have received adjustments to their base hourly salary rate as compensation for the cleaning of required uniforms.

Effective January 30, 1993, employees in the classes listed below shall receive a \$0.02 per hour adjustment to their base hourly salary rate. (Such employees previously received \$0.22 in their base hourly rates.)

22.2 MEALS IN DETENTION FACILITIES

Employees in this unit who are required to remain at their posts in a detention facility for the entire shift shall be provided with one meal, and only one meal, per shift.

22.3 EXCEPTIONAL TRAVEL

When employees are required to travel out of the Santa Cruz County area for such law enforcement activities as court appearances, criminal investigations and/or prisoner transportation, the reimbursement provisions of Section 100, Travel Rules and Regulations and Claiming Procedures, of Title I of the County Procedures Manual shall apply.

22.4 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 limited to a maximum of ~~\$400~~ \$600 during the life of this agreement.

ARTICLE 23 UNION SECURITY

23.1 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the County to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. County and Union affirm the principal that harmonious labor management relations are to be promoted and furthered.

23.2 NOTICE OF RECOGNIZED UNION

The County shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The County shall give the employee a copy of the current Memorandum of Understanding.

23.3 AGENCY SHOP

- A. Except as provided in Section 23.4 of this Article (Article **23**), each person appointed to a class in the Law Enforcement Representation Unit on or after January 28, 1984 shall, and as a condition precedent to employment, be required to execute an authorization for the monthly payroll deduction of Union dues, or of a service fee not to exceed Union dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the Union and approved by the County. The Union shall receive copies of executed authorization forms from the County Personnel Department. Payroll deductions shall commence on the third pay period of employment.
- B. Except as provided in Section 23.4 of this Article (Article **23**), each person employed in the Law Enforcement Representation Unit on or before February 24, 1984 shall be liable for payroll deduction of Union dues, or of a service fee not to exceed Union dues during the term of this Memorandum of Understanding. Commencing three pay periods following the effective date of this section and continuing ~~for the~~ duration of this Memorandum of Understanding, the County shall make a monthly payroll deduction of Union dues or a service fee not to exceed Union dues or a charitable contribution as provided in Section 23.4(B). This obligation supersedes the provisions of Section F of the County's employee relations resolution.

23.4 EXCLUSIONS

- A. Employees in positions currently designated as confidential employees are excluded from the provisions of this Article (Article 23). Positions, if any, currently designated as confidential are listed on Attachment A. Employees designated as confidential may be changed by the County in accordance with provisions of the Memorandum of Understanding and of the County's Employee Relations Resolution.
- B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 23.3 of this Article. Such employee shall authorize a monthly payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the County Auditor-Controller.

Each person requesting exemption from the provisions of Sections 23.3 (A) and 23.3 (B) of this Article shall **file** a claim with the Union on a form provided by the Union and approved by the County. A claim for a religious exemption from Section 23.3 (A) must be filed with the County Personnel Department as a condition precedent to employment.

A claim for a religious exemption under Section 23.3 (B) of this article must be filed by February 24, 1984 at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Claims received after February 24, 1984 will not be considered.

Should an employee request termination of dues deduction or service fee equivalent because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must **file** a claim of religious exemption at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Such claims filed with the County shall be promptly forwarded to the Union for processing. The Union shall review all claims for religious exemption and notify the employee and the County of approval or denial of the claim within 40 calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 23.4 (B) of this Article.

23.5 FINANCIAL REPORT

The Union shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the County and to the employees who are in the unit, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

23.6 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 23.3 of this article may be rescinded by a majority vote of all employees in the unit covered by Section 23.3 provided that:

1. A request for such a vote is supported by a petition submitted to the County Employee Relations Officer containing the signatures of at least 40% of the employees in the unit covered by Section 23.3. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition;
2. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election; and
3. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term.

The election shall be conducted by the State Conciliation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the County Employee Relations Officer at the time of filing the petitions requesting a vote to rescind Section 23.3 of this Article.

23.7 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 23.3 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the union, shall remain members during the period covered by this Memorandum of Understanding, and shall remain subject to all provisions of this Memorandum of Understanding which have not been declared to be illegal or unenforceable, provided however, that such members may only withdraw their membership during the month of October of any year. Such employee desiring to revoke his/her authorization for union dues, shall forward a letter by U.S. mail to the County Personnel Department, 701 Ocean St., Santa Cruz, California, 95060, setting forth his or her desire to revoke said authorization and may include reason thereof. To be considered, a letter shall be received by the County Personnel Department no later than the last working day in October. The Personnel Department shall promptly forward a copy of said letter to the union.

New employees hired under the provisions of 23.7 shall be required to execute an authorization form. The authorization form shall include a statement that the Union and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Union dues or a service fee not to exceed Union dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee within said thirty day period as set forth. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Union shall receive from County Personnel Department copies of the authorization form.

Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed Union dues shall during the first 30 calendar days of employment or during the month of October forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons

thereof. To be considered the letter must be received no later than 30 calendar days of employment or during the month of October. The Personnel Department shall promptly forward a copy of said letter to the Union.

Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period.

23.8 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the County, it's officers, and employees acting on behalf of the County, harmless and agrees to defend the County, it's 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 any action taken or not taken by the County under the provisions of this Article (Article **23**), Sections 1 through 6.

23.9 PAYROLL DEDUCTIONS AND PAYOVER

The County shall deduct union dues or service fees and premiums for approved Union insurance programs from the pay of employees in the Law Enforcement Representation Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

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 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 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 19; and
6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
7. Affirmative action or harassment complaints.
8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
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 of 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 the Law Enforcement Representation 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.

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. 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(s);
- 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 grievant(s) is not satisfied with the first step decision, s/he 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 officer. The written appeal shall be filed with the Personnel Director.

4. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The County and the Union shall mutually agree upon or jointly select a panel of seven hearing officers from names provided by the State Conciliation Service. The County and the Union may mutually agree to use a hearing officer not on the list or to add to, or modify the list. Members of the panel shall be advised of and agree to the following:

- a. Within ten (10) calendar days of receipt of the appeal at step 3, one hearing officer shall be selected by rotation from the panel. A hearing shall be scheduled within thirty (30) calendar days of receipt of the appeal.
- b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the County and the grievant may submit briefs to the hearing officer in lieu of a hearing.
- c. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted **by the** parties and to thereafter make written findings of fact and recommend a disposition of the grievance to the County Administrative Officer within fifteen (15) calendar days of the conclusion of the hearing. The hearing officer shall have no **power to** recommend amendment to the Memorandum of Understanding, a resolution or minute order of the Board of Supervisors, ordinance, State law, or written rule.
- d. The hearing officer's findings of fact and recommended disposition shall be forwarded to the County Administrative Officer and to the grievant. Within ten (10) calendar days of receipt, the County Administrative Officer shall make a decision on the grievance.
- e. If any decision by the County Administrative Officer requires action of the Board of Supervisors before it can be placed in effect, the County Administrative Officer shall recommend to the Board of Supervisors that it implement the decision.

ARTICLE 25 GRIEVANCE REPRESENTATIVES

The Union agrees to notify the County of their Grievance Representatives. One Grievance Representative shall be allowed at each separate physical work location. If more than twenty-five employees are assigned to one physical work location one Grievance Representative shall be allowed for each twenty-five employees or fraction thereof. The Union may request additional Grievance Representatives where circumstances warrant such action. Department heads are authorized to grant such requests where circumstances warrant.

A Grievance Representative shall be authorized a reasonable amount of time off to evaluate alleged grievances and advise employee regarding the processing of an alleged grievance **prior to** submitting the grievance for processing. Grievance Representatives shall arrange with their immediate supervisor prior to using County time to assist in grievance processing.

ARTICLE 26 LAYOFF PROVISIONS

26.1 ~~LAYOFF-DEFINED~~ DEFINITIONS

- A. Layoff: 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.

26.2 PURPOSE OF LAYOFF PROVISION

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

26.3 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.

26.4 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.

~~Effective November 1, 1983,~~ 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.

26.5 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. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- ~~BC.~~ Provisional employees in the affected **class(es)** shall be laid off next;
- ~~CD.~~ Probationary employees working in the affected **class(es)** shall be laid off next;
- ~~DE.~~ 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, ~~i.e., the employee with the least seniority~~ as defined in 26.7 below, ~~being the first to be laid off~~; and

F. 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 26.7.

26.6 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 26.7. 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.

26.7 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 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 higher, 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.

26.8 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 upon request, but no more than once per 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.

26.9 RETENTION OF REEMPLOYMENT LIST STATUS

Laid off employees having permanent status at the time of layoff, or permanent employees 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 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 21. 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. County-wide 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 21. 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

(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 persons name may be restored to the list upon written request by the person.

26.10 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.

26.11 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article **26**), 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,

26.12 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 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 27 OTHER PROVISIONS

- A. Existing and newly appointed employees in the 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. Pay roll authorization forms are available from the employee's departmental payroll clerk.

- B. The County agrees to provide hepatitis inoculations on a voluntary basis to employees in this representation unit.

ARTICLE 28 RE-OPENERS

- A. Should Federal legislation be enacted which requires that members of this unit be covered by Social Security and/or Medicare, the parties agree to reopen this agreement to consider the impact on the County of such mandatory benefits.
- B. Should Federal legislation be implemented during the course of this agreement which affects the Operating Engineers Health and Welfare Plan, the parties agree to reopen this agreement to consider the impact on this unit's Health and Welfare Plan.

ARTICLE 29 UNPAID DAYS OFF

The County agrees that there will be no temporary layoffs for this representation unit through August 12, 1998, and that the County will meet and confer on the impact of any subsequent temporary layoff, notwithstanding the duration of this agreement or any other provision of law related to the duration of this agreement.

ARTICLE 36 **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.

**OPERATING ENGINEERS LOCAL 3
NEGOTIATING TEAM**

COUNTY NEGOTIATING TEAM

John Bonilla, President OE3

Dania Torres Wong


Rob Wise, OE3
Recording – Corresponding Secretary

Gerald L. Dunbar

Don Doser, OE3, Business Manager

Enrique Sahagun

Robert Miller, OE3, Treasurer



Steve Booth, OE3
Director of Public Employee Div.

Don Dietrich, OE3
Business Representative

Tom O'Brien, OE3
Business Representative

Donald Forbus, President, DSA

George Chekouras, DSA

Jeremy Verinsky, DSA

Robert Costere, DSA

Micheel Rains, DSA

Tim Henderson, DSA

SANTA CRUZ COUNTY
SHERIFF'S SUPERVISORY REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING ~~1997-2000~~2001-2005

TABLE OF CONTENTS

	Page
Article 1 Memorandum of Understanding - Introduction	1
Article 2 Recognition	1
Article 3 Peaceful Performance of County Services	1
Article 4 Compliance with Memorandum	2 <u>1</u>
Article 5 Equal Employment Opportunity - Affirmative Action	2
Article 6 Safety	2
Article 7 Sheriffs Vehicles - Safety Inspection	3 <u>2</u>
Article 8 Productivity	3 <u>2</u>
Article 9 Rotation and Reassignment Expected and Normal	3 <u>2</u>
Article 10 Effective Date of Transactions	3
Article 11 Scheduled Hours	4 <u>3</u>
Article 12 Pay	5 <u>4</u>
Article 13 Retirement	14 <u>9</u>
Article 14 Insurances	12 <u>10</u>
Article 15 Overtime	17 <u>15</u>
Article 16 On-Call Duty, Call Back Pay, Court Appearance Pay	19 <u>16</u>
Article 17 Notice on Changes in Work Schedule	24 <u>18</u>
Article 18 Paid Leave	
18.1 Holidays	24 <u>18</u>
18.2 Vacation	22 <u>19</u>
18.3 Sick Leave	26 <u>22</u>
18.4 Court Leave	29 <u>25</u>
18.5 Other Leave	29 <u>26</u>

TABLE OF CONTENTS (Continued)	Page
Article 19 Leave of Absence Without Pay	30 <u>26</u>
Article 20 Absence Without Leave	32 <u>28</u>
Article 21 Premium Pay	33 <u>28</u>
Article 22 Other Compensation Provisions	35 <u>30</u>
Article 23 Union Security	36 <u>31</u>
Article 24 Grievance Procedure	39 <u>33</u>
Article 25 Layoff Provisions	43 <u>37</u>
Article 27 <u>26</u> Unpaid Days Off	49 <u>41</u>
Article 28 <u>27</u> Other Provisions	50 <u>42</u>
Article 26 <u>28</u> Severability	49 <u>42</u>

ARTICLE 1 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 Sheriffs Supervisory Representation Unit for the period beginning ~~June 25, 1997~~ June 23, 2001 through June 30, ~~2000~~ 5.

Unless otherwise specified herein, all provisions shall become effective ~~June 28, 1997~~ June 23, 2001.

ARTICLE 2 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 Sheriffs Supervisory 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.

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 County, 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 EQUAL EMPLOYMENT OPPORTUNITY/~~AFFIRMATIVE ACTION~~

The County and the Union agree that no person employed or applying for employment shall be discriminated against because on the basis of race, color, religion, disability, medical condition (cancer related, genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 4018), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capacity is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunity as provided for in Federal, and State, and County requirements.

ARTICLE 6 SAFETY

It is the duty of the County to make reasonable efforts to provide and maintain a safe place of employment. The Operating Engineers, Local 3, will cooperate in urging all employees to perform their work in a safe manner. It is the duty of all employees to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee may submit the matter in writing to the Departmental Safety Officer.

If the employee does not receive a response within a reasonable period of time, or finds the response unsatisfactory, he/she may directly contact the County Safety Officer in the Personnel Department. The Sheriff-Coroner shall designate a Departmental Safety Officer to receive, review and make recommendations on all reported unsafe working conditions.

A failure by the County to follow the process specified above in this Article (6) is grievable. Substantive matters are not grievable.

ARTICLE 7 SHERIFF'S VEHICLES - SAFETY INSPECTION

The Departmental Safety Officer shall be responsible for the safety inspection and field testing of County maintained vehicles at 50,000 miles and every 15,000 miles thereafter. Inadequate or unsafe running gear will be replaced or repaired. Vehicles that are unsafe and cannot be restored to safe condition will be removed from service.

The Union's safety specialist may examine patrol and prisoner transportation vehicles when three written reports of a specific safety hazard have not been corrected. The Union's safety specialist may recommend improvements to eliminate the safety hazard to the Director of General Services.

ARTICLE 8 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. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

ARTICLE 9 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 10 EFFECTIVE DATE OF TRANSACTION

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 next 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 11 SCHEDULED HOURS

A. General.

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.

1. Part-time Employees. Authorized hours worked by an employee in a budgeted, part-time position in excess of the scheduled hours of work of the position shall be compensated in cash at the employee's base hourly rate up to 80 hours in a two-week period. Such hours shall not be a factor or credit for purposes of step advancement, paid leave accrual or use, pay differentials, or seniority accrual. Such employees may, under authorization and eligibility requirements set forth for each leave type, use hours of paid leave up to the number of scheduled hours of work of the position in the pay period, except as provided in B, below, for employees on the 7 day/12 hour work schedule.
2. When the combination of hours worked and of paid leave of an employee exceed 40 in a pay period, the employee shall receive "straight time overtime" in cash at the employee's base hourly rate for such excess hours; provided, however, that hours worked in excess of 40 shall be compensated at time on one-half in accordance with Article 15. Such employees may at the option of the department head, be granted compensatory time at the rate of one hour of compensatory time for each hour of straight time overtime" in lieu of compensation in cash. Such compensatory time shall be combined with and subject to the maximum accrual limit provided for in article 15, subsection D.

ARTICLE 12 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.
- B. **Salary Adjustments***
1. Effective June 23, 2001, the hourly rates for steps in salary **ranges** for all classes in this Unit shall increase **by** 13%.
 2. Effective with the beginning of the **pay** period closest to July 1, 2002, the hourly rates for steps in **salary** ranges for all classes in this Unit shall increase by 4%.
 3. Effective with the beginning of the pay period closest to **January 1**, 2003, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 4%.
 4. Effective with the beginning of the **pay** period closest to January 1, 2004, the hourly rates for steps in **salary ranges** for all classes in this Unit shall increase by 4%.
 5. Effective with the beginning of the pay period closest to January 1, 2005, the hourly rates for steps in **salary** ranges for all classes in this Unit shall increase by 4%.
 6. Single Highest Year: see Article 13.G. of this **agreement**.
 7. 3% at 50: see Article 13.F. of this agreement.
1. ~~Effective September 6, 1997, the salary schedule for classes in this representation unit shall be modified as follows:~~
- a. ~~The existing first step shall be deleted. Individuals at the first step shall be moved to the current step 2. Thereafter, they shall be eligible for advancement to the next step after 2080 hours of service.~~
 - b. ~~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 top step shall be eligible for advancement in accordance with regular step advancement rules.~~
 - c. ~~The previous steps 2 through 7 will appear on the new salary range as steps 1 through 6 and the new top step will be identified as step 7.~~
- ~~2. Effective July 11, 1998, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 9.6% as employees concurrently commence paying the PERS employee contribution of 9.0% provided that the County reaches agreement with Law Enforcement Middle Management as provided in Article 13.A.2. If Article 13.A.2 is not implemented, the salary increase effective July 11, 1998 shall be 3.0%.~~
3. ~~Effective August 7, 1999, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 4.0%.~~

- 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 follows:

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 2080 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.

* Also see Section 22.1

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 hours of service.

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.

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.

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. 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 employee's 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 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.

ARTICLE 13 RETIREMENT

A. Employee P.E.R.S. Retirement Contributions

~~1. Prior to July 11, 1998, The County shall continue to pay the employees' P.E.R.S retirement contribution of nine (9.0%) percent for employees in this representation unit through July 10, 1998. The employer payment of the employee PERS contribution under this agreement is not considered earnings and is not subject to FICA or tax withholdings. Employees do not have the option to choose to receive the employer payment of PERS contribution directly instead of it being paid by the County.~~

1.2. ~~On and After July 11, 1998.~~ Effective July 11, 1998, employees in this unit will pay the P.E.R.S. employee contribution on a tax-deferred basis through IRC 414(h)(2). Implementation of this provision is subject to the County reaching an agreement with the Law Enforcement Middle Management on the following Articles in that MOU. In Article 5 (Pay), Section B.I .a., an agreement must be reached between the County and the LEMM Unit that the differential above the Sergeant classification includes the fact that members of both bargaining units are paying their own 9% PERS. Section 2 Article 5 must be rewritten to reflect that both parties will be paying their own PERS after July 11, 1998. In Article 18 A (Retirement Plan) of the LEMM MOU, the parties must agree that the internal relationship between Lieutenants and Sergeants includes the fact that, effective July 11, 1998, members of both units will be paying the employees 9% PERS.

~~2.3.~~ Employees do not have the option to choose to receive the employer payment of PERS contributions directly instead of it being paid by the County.

B. The County agrees to provide the 2% at age 50 P.E.R.S. retirement plan for all safety members of this representation unit. See Article 13.F. (Retirement) regarding the County's intention to move to 3% @ 50 in 2002.

C. The P.E.R.S. 1959 survivors benefit shall be increased to the third level as provided in Government Code Section 21382.4.

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

~~The County agrees to take the necessary steps to implement the employer pick-up provisions of Internal Revenue Code Section 414 (h)(2) for employees within this unit effective July 11, 1998.~~

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 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 of other Safety employee groups, the County and Union agree to implement the PERS Military Service Credit Option. Implementation will be on a no cost basis to the County.

F. 3% @ 50 P.E.R.S. Safety Retirement Plan: The County agrees to implement the 3% @ 50 retirement option for safety retirement members in this representation unit by December 2002 contingent upon all safety retirement units agreeing, or legislation permitting separate bargaining.

In the event that neither event occurs prior to December 2002, the County agrees to increase the hourly rates for steps in the salary ranges for all classes in safety retirement in this Unit by 8%, effective the pay period closest to December 1, 2002, until such time as the 3% @ 50 can be implemented. Upon implementation of the 3% @ 50 benefit, the 8% increase would be rescinded. This provision does not apply to unit members who are not in a PERS safety retirement program.

G. The County agrees to take action to provide the single highest year option under the P.E.R.S. retirement plan for safety members in this representation unit, if all other units agree to reopen on this issue only with 30 days of adoption of this agreement.

If the single highest year retirement option is not implemented by December 2001 the County agrees to increase the hourly rates for steps in the salary ranges for all classes in this Unit by 1%, effective the pay period closest to December 1, 2001, until such time as the single highest year benefit is implemented. Upon implementation of the single highest year benefit, the 1% increase would be rescinded.

ARTICLE 14 INSURANCES

14.1 HEALTH PLAN.

~~A. Effective June 28, 1997, the maximum biweekly County and employee contribution for insurance coverage under the Union's Health and Welfare Plan shall be as follows:~~

County	Employee
\$120.15	\$ 4.49 for employee only
\$168.53	\$ 29.48 for employee plus one dependent
\$195.55	\$ 34.90 for employee plus two or more dependents

A. Contributions/Deductions

1. Employees in this representation unit hereby authorize the County to make payroll deductions of the employee portion of the premiums for insurance coverage under the Union's Operating Engineers Health & Welfare Plan in the amounts specified in this Memorandum of Understanding.

a. Such deductions and the County's contribution shall remain in place until superseded by the contribution amounts on August 1, 2001, listed below in 14.1 .A.2 and the subsequent adjustments in 14.1 .B.

2. Effective for premium payments for August 1, 2001, the maximum monthly County contribution for insurance coverage under the Operating Engineer's Health and Welfare Trust Plan shall be as follows:

\$321.34 for employee only
\$450.15 for employee plus one dependent
\$507.37 for employee plus two or more dependents

B. Adjustments.

1. ~~Effective July 26, 1997, the County shall pay the first \$15.00 per month for any increase in contributions for insurance coverage under the Union's Health and Welfare plan and the employee will pick up the balance of any increase.~~
2. ~~Effective July 25, 1998, the County shall pay the first \$15.00 per month for any increase in contributions for insurance coverage under the Union's Health and Welfare plan and the employee will pick up the balance of any increase.~~
3. ~~Effective July 24, 1999, the County shall pay the first \$15.00 per month for any increase in contributions for insurance coverage under the Union's Health and Welfare plan and the employee will pick up the balance of any increase.~~

1. Effective for coverage on August 1, 2002, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent, employee plus two or more dependents, respective, under the Operatinn Engineers Health and Welfare Trust Fund insurance plan, and the employee will pick up the balance of any increase.
2. Effective for coverage on August 1, 2003, the County shall pav the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent, employee plus two or more dependents, respective, under the Operatino Engineers Health and Welfare Trust Fund insurance plan, and the employee will pick up the balance of any increase.
3. Effective for coverage on August 1, 2004, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent, employee plus two or more dependents, respective, under the Operating Engineers Health and Welfare Trust Fund insurance 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.C. The Union Operating Engineers Health & Welfare Trust shall provide the County written notice in advance of premium rate increases and of any proposed changes to the current level of benefits.

E.D. No Cross Coverage. An employee can be covered under the Operating Engineers Health and Welfare Plan only as an employee. An employee cannot be covered as a dependent in the same health plan.

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 (14.1) 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.

6. F. Should Federal legislation be enacted which requires that members of this unit be covered by Social Security and/or Medicare, the parties agree to reopen this agreement to consider the impact on the County of such mandatory benefits.

H.G. Should Federal legislation be implemented during the course of this agreement which affects the Operating Engineers Health and Welfare Plan, the parties agree to reopen this agreement to consider the impact on this units Health and Welfare Plan.

14.2 DENTAL PLAN.

The County agrees to continue to pay the premium and any increases for eligible employees and dependents for dental coverage during the term of this agreement. All dependents enrolled in the dental plan must ~~also~~ be enrolled in the ~~Health Plan~~ same dental plan as the employee.

14.3 LONG TERM DISABILITY.

Employees may make voluntary payroll deductions for long term disability coverage through PORAC.

14.4 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.

Effective July of 1996, the County will make available a program for employee purchase of additional life insurance on a voluntary basis.

14.5 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, and Life Insurance. 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.

2. 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---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.

14.6 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

As used herein (Article 14.6), 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 a 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 Employee Insurances/Benefits Division of the County Personnel Department and make arrangements for payment of insurances in advance.

An employee who is on a leave of absence without pay must pay in advance for any insurance coverage during the leave of absence of one full pay period or longer. 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 commences.

If the employee does not pay for insurance coverage during the leave of absence, he/she is treated like a new employee in terms of when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay, they will be treated as initial enrollees for dental insurance for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

- B. When an employee is on a leave of absence without pay for any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan (PORAC), coverage under employee insurance (e.g., health, life, dental, long-term disability) cease for the employee and any dependents the beginning of the first full pay period of leave of absence without pay, except as provided in 1 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 the approved FMLA leave for which the employee is entitled, payment for continued employee insurance coverage shall be as specified elsewhere in this Section (14.6).

2. Continuation of Employee 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 employee receives benefits through the LTD plan (PORAC), while on a leave of absence without pay. An employee may be required to pay for his/ her own coverage in advance and be reimbursed when confirmation is received that he/she is receiving LTD Benefits (PORAC), provided that the employee contacts the Employee Insurance/Benefits Division to apply for LTD and provided, should the employee not receive LTD benefits (PORAC), the employee must repay to the County all contributions for insurances during the leave of absence without pay. The County shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoff upon separation, civil action, or other actions.
- b. The County shall pay the employee-only portion of the premium towards Operating Engineers Health & Welfare Trust Plan coverage during the period a current employee receives benefits through the LTD Plan (PORAC) 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 Operating Engineers Health & Welfare Trust health insurance premium 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 the plan.

- C. Liability of Employee for Ineligible Dependents. Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependents behalf by the County. It is the responsibility of each employee to notify the Employee Insurances/Benefits Division of the County Personnel Department upon any enrolled dependent(s) becoming ineligible.

14.7 RETIREE HEALTH

- A. Effective August 1, 2001, tThe County shall increase its pavment from pay \$220.00 to \$250 per month to the Operating Engineers Health & Welfare Trust for employees who retire from County Service from this representation unit and who choose (one time irrevocable choice) to participate in the Operating Engineer Health & Welfare Trust 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 for coverage on August ~~1 of 1997, 2002~~, the County's payment under this provision shall be increased from ~~\$190.00~~ 250.00 to ~~\$200.00~~ 265.00 per month.

Effective for coverage on August ~~1 of 1998, 2003~~, the County's payment under this provision shall be increased from ~~\$200.00~~ 265.00 to ~~\$210.00~~ 280.00 per month.

Effective for coverage on August ~~1 of 1999, 2004~~, the County's payment under this provision shall be increased from ~~\$210.00~~ 280.00 to ~~\$220.00~~ 295.00 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 and County of conditions which terminate eligibility.
- D. The Operating Engineers Health & Welfare Trust shall bill the County monthly, and shall remit any monies collected for ineligible persons.
- E. Retired employees and/or their dependents who elect health coverage under COBRA or its amendments shall not be eligible for coverage in the Operating Engineers sponsored health plan under the provisions of this Section (14.7).

ARTICLE 15 OVERTIME

- A. Definitions. For purposes of this section, the following terms are defined:
1. "Holiday" means those days specified by resolution of the Board of Supervisors to be County Holidays.
 2. "Overtime" means authorized time worked in excess of 40 hours in a one-week work period.
 3. "One Week Work Period" means a seven consecutive day period, commencing Friday at midnight (12:01 a.m. on Saturday and ending the first Friday thereafter at midnight (12:00 a.m.).
- B. Authorization. Provided that 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 (County Code 2.26.020), 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.
 2. Advance Approval Required. Employees cannot work overtime without the advance approval of department heads or their designated agents.
 3. Time Off At Convenience of Department. Time off in lieu of overtime pay shall be granted at the convenience of the department head.

4. **Eligibility.** All employees are eligible for overtime pay.

C. **Computation.**

1. **Hours Not Included.** Unless specifically provided otherwise in this article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examination or selection interviews or for purposes of donating blood; and mandatory leave with pay.

2. **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 16.3 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 for Overtime - Sheriffs Supervisory Unit Employees.**

Regular employees in this unit shall be on a "one week work period" for purposes of overtime, and shall receive payment in cash for all overtime worked in the amount of one and one-half (1-1/2) times the employee's hourly salary rate. Such employees may also, at the option of the department head, be credited with compensatory time earned at the rate of one and one-half hours of compensatory time for each hour worked between 40 and 43 in a one-week work period in lieu of compensation in cash, except for the following:

Any authorized overtime worked beyond twenty-seven (27) hours shall be compensated in cash at one and one-half time the employee's regular hourly rate. (Twenty-seven hours of overtime work will result in a compensatory time off balance of 40.5. hours.)

It is understood that the FLSA "regular rate" will apply for hours worked beyond 43 in a one-week work period.

ARTICLE 16 ON CALL DUTY, CALL BACK PAY, COURT APPEARANCE PAY

16.1 ON-CALL DUTY

A. **Defined.**

On-call duty is defined as the requirement by the County for an employee to leave a phone number where the employee can be reached during off-duty hours, or carry a pager during off duty hours, and the employee must be able to report to a specified job site within a one hour period. To be assigned on-call duty, an employee must be on a written on-call department schedule that has been approved by the County Administrative Officer.

B. County Administrative Officer Approval.

No employee may be compensated for on-call duty until approved by the County Administrative Officer. Review by the County Administrative Officer shall include a determination of the need for the use of on-call, and a determination that the on-call situation is to be utilized to the advantage of the County.

C. Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered actual hours worked which counts towards overtime.
2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site unless engaged in productive work. Travel time to the job site shall not be considered time worked unless productive work (e.g., use of a car or portable radio to determine status of case, assign staff, call out equipment) is done.
3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on-call pay.

D. Compensation.

An employee assigned on-call duty shall be compensated at a rate of \$2.25 per hour for a period when assigned to be on-call.

16.2 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 (16).

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

16.3 COURT APPEARANCE PAY

Employees who are required to return to work to appear in court at a time other than their regular shifts shall receive the pay rate of one and one-half (1-1/2) times their base rate of pay with a minimum of four hours, except as follows:

- a. No more than one four-hour minimum shall be paid for any one day.

- b. No compensation shall be granted for the period the court is in lunch recess unless the lunch break falls within the four (4) hour minimum.
- c. When a court appearance occurs less than four hours from the beginning of a shift, the employee shall receive court appearance pay at time and one-half his/her base rate until his/her shift begins.
- d. This four-hour minimum shall not apply when court time worked by an employee occurs at the end of the employee's regular working hours. However, all court appearance hours worked shall be paid at time and one-half the base rate.
- e. No employee shall be compensated for court pay and court leave simultaneously.
- f. All court time worked shall count as time worked for the purposes of calculating overtime.
- g. Employees will distinguish on their time cards between hours actually worked during the court appearance minimum (i.e., 26 R "Court pay") and time not worked during the minimum (i.e., 26 G "court pay not worked").
- h. Travel time to and from the site of the court appearance shall not be considered time worked.

ARTICLE 17 NOTICE ON CHANGES IN WORK SCHEDULE

In so far as practical, a minimum of two (2) calendar weeks advance notice shall be given to employees in the Law Enforcement Unit for changes in work assignment which affect:

- a. Regular scheduled working hours;
- b. Normal location for reporting to duty;
- c. Uniformed or non-uniformed status of employees.

Nothing herein shall limit the authority of management in making assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies or critical staffing needs.

ARTICLE 18 PAID LEAVE

18.1 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. The third Monday in January, known as "Martin Luther King Day"
 3. The third Monday in February, known as "President's Day"
 4. The last Monday in May, known as "Memorial Day"
 5. 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 last Friday in November, the day after "Thanksgiving Day"
 11. Half day on **Dec** 24, known as "Christmas Eve"
 12. 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 (i.e., eight hours a day, five days a week) work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays. This section does not apply to those on a 4/10 schedule, see B. 4 for those employees.
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 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. 4/10 Schedule. Sheriffs Department employees in the Sheriffs Supervisory Representation Unit who are on a 4/10 schedule shall receive one 10 hour day off per month (i.e., 12 days per year) in lieu of the prescribed holidays, and are excluded from the 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 of work 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.

18.2 VACATION

A. Eligibility. Vacation benefits shall be provided in accordance with the following.

1. 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.
2. 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.
3. Extra-Help Employees. Extra-help employees shall not earn vacation 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 vacation credit.
5. Employees Reappointed from Layoff. Employees who are laid off and then 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.
6. Reinstated Employees. Employees granted reinstatement within a period of two years following resignation shall receive credit for hours of service prior to resignation for purposes of determining eligibility for vacation leave.

B. Vacation Allowance.

1. Newly Appointed Sheriffs Supervisory Representation Unit Employees on the 5 Day/8 Hour Work Schedule.
 - a. Eligible full-time employees newly appointed shall be credited with 112 hours of vacation upon completion of 2080 hours of service.
 - b. 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.
 - c. Thereafter each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:
 - 2,080 - 10,400 hours of service (approximately 1 thru 4 years); **.0538** hours per hour of service (approximately 112 hours per year of full-time service).
 - 10,401 - 20,800 hours of service (approximately 5 thru 9 years); **.0731** hours per hour of service (approximately 152 hours per year of full-time service).
 - 20,801 - 31,200 hours of service (approximately 10 thru 14 years); **.0923** hours per hour of service (approximately 192 hours per year of full-time service).

31,201 hours of service and over (approximately 15 years and over); .1115 hours per hour of service (approximately 232 hours per year of full-time service).

2. Newly Appointed Employees in the Sheriffs Supervisory Unit on the 4 Day/10 Hour Work Schedule.

a. Each eligible full-time employee newly appointed shall be credited with 86 hours vacation upon completion of 2080 hours of service.

b. 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.

c. 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 thru 4 years); .0413 hours per hour of service (approximately 86 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 5 thru 9 years); .0606 hours per hour of service (approximately 126 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 10 thru 14 years); .0798 hours per hour of service (approximately 166 hours per year of full-time service).

31,201 hours of service and over (approximately 15 years and over); .0990 hours per hour of service (approximately 206 hours per year of full-time service).

3. Employees Moving from One Vacation Schedule to Another.

Current employees who move from one vacation schedule to another shall retain their accumulated vacation credits and accrue vacation leave at the appropriate rate under the new schedule.

Should such employee's accrued vacation credits exceed the maximum accrual under the new schedule, the excess hours shall be credited toward sick leave to the maximum allowable.

4. Employees Reappointed from Layoff (within 24 months).

a. The original appointment date and hours of service completed during prior employment with the County by reappointed employees shall determine the vacation accrual rate.

b. Employees who were not eligible for vacation payoff at the time of layoff shall, upon reappointment, be credited with all unused vacation leave accrued at the date of layoff.

c. Payoff of unused vacation leave at the time of layoff eliminates all earned vacation to employees.

5. Reinstated Employees. Reinstated employees are treated as new employees for purposes of vacation accrual. Such employees do not receive credit for any vacation leave earned prior to their resignation.

C. Limitations On Use.

1. At Convenience of Department. Vacation shall be taken at times designated by the various department heads.
2. Maximum Accrual. No employee shall be allowed to accrue more than two and one-half (2 1/2) times the annual vacation accrual rate indicated for their length of service on the 5 day/8 hour vacation accrual schedule.
3. Increments. Department heads may allow employees to take vacation time off in increments as small as .01 hours.
4. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
5. No Duplication with Worker's Compensation. Accrued vacation may be prorated to add to Workers Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
6. 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 October 9, 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.

- D. 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. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

18.3 SICK LEAVE

- A. Eligibility. Sick leave benefits shall only be provided to those employees in budgeted positions in classes assigned to the Sheriffs Supervisory Representation Unit. Sick leave benefits shall be provided in accordance with the following.
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.
6. LC 4850 Leave. Employees receiving paid leave pursuant to California Labor Code Section 4850 shall not accrue 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 the time of layoff eliminates all earned sick leave accrued by employees.
2. Reinstated Employees. Employees granted reinstatement do not receive credit for any sick leave earned prior to their resignation.
3. Accrual - Employees in the Sheriffs Supervisory Unit.
 - a. Eligible full-time employees shall be credited with 48 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 article.
 - c. Thereafter, each eligible part-time and full-time employee shall accumulate .0462 hours of sick leave for each subsequent completed hour of service (approximately 96 hours per year of full-time service) up to the maximum accrual.

C. Permissible Uses.

1. Employee:

Sick leave with pay may be used in case of a bona fide illness of the employee upon approval of the department head.

2. Family.

a. In conformance with State law, employees shall be granted permission to use accrued sick leave to attend to the illness of a child, parent or spouse/domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or child, parent or spouse/domestic partner. As used in this paragraph "child" means a biological, foster or adopted child, step-child, a legal ward, or a child of a person standing

in local parentis: "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.

- b. The maximum sick leave that must be granted under this provision in a calendar year is equal to the amount of sick leave the employee will accrue in a six-month period.

~~Sick leave with pay may be used in case of a bona fide illness of the employee upon approval of the department head.~~

~~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.~~

c. 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 any absence.

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 leave of absence.
2. Accrued sick leave may be prorated to add to Workers' 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.

E. Maximum Accrual.

The maximum accrual prior to March 14, 1992, was 1440 hours.

For the period March 14, 1992 through May 30, 1996, the maximum sick leave accrual was 600 hours; accruals in excess of 600 hours were grandparented as of March 14, 1992.

Effective June 1, 1996, sick leave may only be accrued up to a maximum balance of 1440 hours.

F. Conversion of Unused Sick Leave Upon Separation.

1. Full-time Employees with 2080-I 0.400 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 2080 - 10,400 hours of service prior to such separation shall there upon be paid:
 - a. For employees in budgeted positions, 10% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the

number of conversion hours (i.e., accrued sick leave - 160, multiplied by .10).
The maximum number of conversion hours shall not exceed 300.

2. Full-time Employees with 10,401-20,800 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 10,401 - 20,800 hours of service prior to such separation shall there upon be paid:
 - a. For employees in budgeted positions, 25% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours, equals the number of conversion hours (i.e., accrued sick leave - 160, multiplied by .25). The maximum number of conversion hours shall not exceed 300.
3. Full-time Employees with 20,801 and Over Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 20,801 or more hours of service prior to such separation shall there upon be paid:
 - a. For employees in budgeted positions, 50% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave -160 hours, multiplied by .50). The maximum number of conversion hours shall not exceed 300.
4. Part-time Employees. Each employee in a part-time position shall be eligible for conversion of sick leave as set forth above in sub-paragraphs 1, 2, and 3 of this subsection, 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.
5. 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 300 hours.
6. Elimination of Sick Leave. Conversion of sick leave at the time of separation eliminates all sick leave earned by the employee.

18.4 COURT LEAVE

- A. All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
 1. As jurors; or
 2. As witnesses on behalf of the County, unless such service is part of the employee's work assignment; or
 3. 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.
- B. 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.
- C. Any employee assigned to swing or grave yard shift, for the hours of required court leave, in accordance with A, above, shall not be compensated for the period of required court duty 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.

- D. Employees required to serve in a court of law in accordance with A, 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.

18.5 OTHER LEAVE

- A. Both parties agree that all employees receiving paid leave under the provisions of California Labor Code Section 4850 shall not accrue sick leave.

- B. 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, and also include the children of the employee's 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 19 LEAVE OF ABSENCE WITHOUT PAY

NOTE: Also see Family Care and Medical Leave Notice at the end of this Agreement or Section 168.4 of the Personnel Regulations.

- A. General Provisions. 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 and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. 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 through 160 working hours. A departmental leave of absence without pay shall not exceed 160 consecutive working hours for a full-time employee (prorated for part-time---e.g., 80 hours for a half-time employee).
 - 1. 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 requires the full attention of the employee.

b. 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.

C. County Leave of Absence Without Pay in Excess of 160 Working Hours. Regular employees may be granted a leave of absence without pay in excess of 160 hours (prorated for part-time employees) as provided in B, above, subject to the prior approval of the Personnel Director.

The maximum period of leave of absence without pay is one (1) year pursuant to Civil Service Rule XI B.

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 with out 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 (19), 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. (See Family Care and Medical Leave Notice at end of this Agreement.)

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.

F. 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. (See Article 14.6.)

G. Limitation on Use

1. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.

2. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.

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**.
- H. Failure to Return. Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

ARTICLE 20 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/her 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 3.24.030. 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 21 PREMIUM PAY

21.1 PREMIUM PAY-GENERAL

Premium pay differentials shall be applied as follows:

- A. 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. Effective April 5, 1986, premium pay differentials shall be applied to overtime hours.
- C. Effective April 5, 1986, each of the premium pay differentials shall be paid at one and one-half times the specified rate for overtime hours.
- D. No premium pay differentials shall be paid for the periods an employee is receiving on-call pay.
- E. Regardless of whether overtime is compensated in cash or compensatory time, any differentials/premium pay applicable in the work period when the overtime is worked shall be shown on the timecard for that period, and shall not be shown on the timecard when any resultant compensatory time is taken off.

21.2 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 p.m. and 8:00 a.m. as a regular work assignment shall be paid a differential above their regular salary rate as and for a night shift differential.

The differential shall be 5.0% of the employee's regular base hourly rate.

21.3 CAREER INCENTIVE

A. POST Certificates

1. Employees in this representation unit who possess a POST Intermediate Certificate shall be paid a differential above their base hourly salary rate for career incentive of 2.5%.
2. Employees in this representation unit who possess a POST Advanced certificate shall be paid a differential above their base hourly salary rate for career incentive of 4.0%.
3. The maximum differential for possession of a POST certificate is shown in part 2, immediately above. No employee will receive career incentive for both an Intermediate and an Advanced POST certificate.
4. Regular employees in the unit who are eligible for career incentive shall receive the appropriate differential one pay period after the Sheriffs Department receives a P.O.S.T. certificate from the State of California Department of Justice and submits to payroll the necessary payroll forms.

- B. These provisions shall apply only to regular employees in classes for which possession of a POST Basic certificate is required.

21.4 DETECTIVE DIFFERENTIAL

Employees in Sheriffs Sergeant positions regularly assigned to the Investigation Division of the Sheriffs Office shall receive a pay differential above their base hourly rate.

On and after June 1, 1996, the differential shall be 5.0% of the hourly salary step.

21.6 BILINGUAL PAY

- A. The County shall provide payment of an additional \$0.50 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual language skills at Level I and the employee is certified as qualified at Level I by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.70 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level II and the employee is certified as qualified at Level II by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.85 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level III and the employee is certified as qualified at Level III by the County Personnel Director. "Level I" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level II" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s). "Level III" encompasses the ability to perform at Level II plus additional specialized legal translation and writing skills beyond Level II, including the preparation of international extradition orders and other extensive legal documents for prosecution and extradition purposes.

- B. Bilingual pay shall initiated at the beginning of the pay period after the criteria outlined herein are met.

- C. The County shall periodically review positions covered by these provisions to determine the number, location, and level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose of certifying that employees possess the necessary skill level.
- D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

ARTICLE 22 OTHER COMPENSATION PROVISIONS

22.1 UNIFORM ALLOWANCE

- A. The County agrees to provide replacements for worn out or damaged **uniforms** for Sheriffs Department employees in the Sheriffs Supervisory Representation Unit that have passed their probationary period, provided that uniforms are not damaged through gross negligence. Items covered by this program are:

Shirts	Shoes
Pants	Hat
Jackets	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.

For any boots/shoes replaced on and after June 1, 1996, the amount of reimbursement shall not exceed \$110.00.

- B. Uniform Cleaning Allowance.

Employees in the classes in this representation unit have received adjustments to their base hourly salary rate as compensation for the cleaning of required uniforms.

Employees in this unit shall receive a \$0.24 per hour adjustment to their base hourly salary rate.

22.2 AUTOMOBILE MILEAGE REIMBURSEMENT

1. The County agrees to reimburse employees for authorized use of their private automobiles on County business at the Internal Revenue Service maximum allowance rate (\$0.31 per mile as of June of 1996). 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.
2. 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:
 - a. \$100,000 per accident bodily injury and \$50,000 per accident property damage;
or

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

22.3 EXCEPTIONAL TRAVEL

When employees are required to travel out of the Santa Cruz County area for such law enforcement activities as court appearances, criminal investigations and/or prisoner transportation, the reimbursement provisions of Section 100, Travel Rules and Regulations and Claiming Procedures of Title I of the County Procedures Manual shall apply.

22.4 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 limited to a maximum of \$600 during the life of this agreement.

ARTICLE 23 UNION SECURITY

23.1 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the County to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. County and Union affirm the principal that harmonious labor management relations are to be promoted and furthered.

23.2 NOTICE OF RECOGNIZED UNION

The County shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The County shall give the employee a copy of the current Memorandum of Understanding printed by the Union.

23.3 MAINTENANCE OF MEMBERSHIP

Employees in classes designated as supervisory in the Sheriffs Supervisory Representation Unit who have executed an authorization for the payroll deduction of union dues or of a service fee prior to June 1, 1996 shall continue such deductions during the period covered by this memorandum. Such employees may withdraw from deductions during the month of October as described below.

Any designated supervisory employee desiring to revoke his or her authorization for union dues or service fee shall during the month of October forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered, the letter must be received during the month of October. The Personnel Department shall promptly forward a copy of said letter to the Union. Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period. Appropriately filed revocations shall be effective the beginning of the pay period following the pay period in which a timely request is submitted.

23.4 MODIFIED AGENCY SHOP

Each person appointed to a class in the Sheriffs Supervisory Representation Unit on or after June 1, 1996 shall, unless otherwise provided in this Article (Article 23), at the time of appointment and as a condition of appointment, be required to execute an authorization for the payroll deduction of union dues, or of a service fee not to exceed Union dues and shall continue said authorization in effect during the period of employment, except that such employee may initiate a request to withdraw said authorization within the first thirty calendar days from the date of appointment or thereafter during the month of October as described below. Said authorization shall be on a form provided by the Union and approved by the County.

The authorization form shall include a statement that the Union and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of union dues, or a service fee not to exceed Union dues as condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee within said thirty day period as set forth below. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The County Personnel Department shall promptly forward a copy of the authorization form to the Union.

Anyone desiring to revoke his or her authorization for union dues or service fee not to exceed Union dues shall during the first 30 calendar days from the date of appointment or during the month of October must forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered, the letter must be received no later than 30 calendar days from the date of appointment or during the month of October as specified in 23.3. An appropriately filed revocation shall be effective the beginning of the pay period following the pay period the revocation notice was filed.

The Personnel Department shall promptly forward a copy of said letter to the Union.

Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period. Payroll deductions shall commence on the third pay period of appointment.

23.5 EXCLUSIONS

- A. Employees in positions currently designated as confidential employees are excluded from the provisions of this Article (Article 23). Positions, if any, currently designated as confidential are listed on Attachment A at the end of this Article. Employees designated as confidential may be changed by the County in accordance with provisions of the County's Employee Relations Resolution.
- B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 23.4 of this Article. Such employee shall authorize a monthly payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the County Auditor-Controller.

Each person requesting exemption from the provisions of Sections 23.4 of this Article shall file a claim with the Union on a form provided by the Union and approved by the County. A claim for a religious exemption from Section 23.4 must be filed with the County Personnel Department as a condition precedent to employment.

A claim for a religious exemption by a current employee under Section 23.4 of this article must be filed by August 1, 1997 at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Claims received after August 1, 1997 will not be considered.

Should an employee request termination of dues deduction or service fee equivalent because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Such claims filed with the County shall be promptly forwarded to the Union for processing. The Union shall review all claims for religious exemption and notify the employee and the County of approval or denial of the claim within 40 calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 23.5 of this Article.

23.6 FINANCIAL REPORT

The Union shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the County and to the employees who are in the unit, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

23.7 INDEMNIFY AND HOLD HARMLESS

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 any action taken or not taken by the County under the provisions of this Article (Article 23), Sections 1 through 6.

23.8 PAYROLL DEDUCTIONS AND PAY OVER

The County shall deduct union dues or service fees and premiums for approved Union insurance programs from the pay of employees in the Sheriffs Supervisory Representation Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

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 Sheriffs Supervisory 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 Sheriffs Supervisory 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 19; and
 - 6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
 - 7. Affirmative action or harassment complaints.
 - 8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
 - 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 of 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 the Sheriffs Supervisory Representation Unit and unless such dispute falls within the definition of a grievance as set forth in the Article.
- G. The Union agrees to notify the County of its Grievance Representative. A Grievance Representative shall be authorized a reasonable amount of time off to evaluate alleged grievances and advise employee regarding the processing of an alleged grievance prior to submitting the grievance. The Grievance Representative shall arrange with his/her immediate supervisor prior to using County time to assist in grievance processing.

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.

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. 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(s)**;
- 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 grievant(s) is not satisfied with the first step decision, s/he 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 officer. The written appeal shall be filed with the Personnel Director.

4. HEARING OFFICER

The hearing **officer's** compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The County and the Union shall mutually agree upon or jointly select a panel of seven hearing officers from names provided by the State Conciliation Service. The County and the Union may mutually agree to use a hearing officer not on the list or to add to, or modify the list. Members of the panel shall be advised of and agree to the following:

- a. Within ten (10) calendar days of receipt of the appeal at step 3, one hearing officer shall be selected by rotation from the panel. A hearing shall be scheduled within thirty (30) calendar days of receipt of the appeal.
- b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the County and the grievant may submit briefs to the hearing officer in lieu of a hearing.
- c. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and recommend a disposition of the grievance to the County Administrative Officer within fifteen (15) calendar days of the conclusion of the hearing. The hearing **officer** shall have no power to recommend amendment to the Memorandum of Understanding, a resolution or minute order of the Board of Supervisors, ordinance, State law, or written rule.

- d. The hearing **officer's** findings of fact and recommended disposition shall be forwarded to the County Administrative Officer and to the grievant. Within ten (10) calendar days of receipt, the County Administrative Officer shall make a decision on the grievance.
- e. If any decision by the County Administrative Officer requires action of the Board of Supervisors before it can be placed in effect, the County Administrative **Officer** shall recommend to the Board of Supervisors that it implement the decision.

ARTICLE 25 LAYOFF PROVISIONS

25.1 ~~LAYOFF DEFINED~~ DEFINITIONS

- A. Layoff: 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 workforce when determined to be necessary by the Board of Supervisors for the County.

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.

~~Effective November 1, 1983,~~ 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 LAY OFF

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. A call for volunteers, in order of **seniority** (to be considered a layoff). Such employees may not displace (bump) to another class.
- C. B. Provisional employees in the affected **class(es)** shall be laid off next;
- D. C. Probationary employees working in the affected **class(es)** shall be laid off next;

- E. 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, ~~i.e., the employee with the least seniority~~ as defined in 25.7, below, ~~being the first to be laid off~~; and
- F. 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 "25.7."

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 in voluntary reduction 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 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 higher, 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.

25.8 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~~ upon request, but no more than once per 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 lay off, or permanent employees 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 21.5. 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 21.5. 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
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 persons 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 **28**), 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 with out 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 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 ~~27~~ 26 UNPAID DAYS OFF

The County agrees that there will be no temporary layoffs for this representation unit for the period through August 12, 1998, and that the County will meet and confer on the effect of any subsequent temporary layoff, notwithstanding the duration of this agreement or any other provision of law related to the duration of this agreement.

ARTICLE ~~28~~ 27 OTHER PROVISIONS

- A. Existing and newly appointed employees in the 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. Pay roll authorization forms are available from the employee's departmental payroll clerk.

- B. The County agrees to provide hepatitis inoculations on a voluntary basis to employees in this representation unit.

ARTICLE ~~26~~ 28 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.

OPERATING ENGINEERS LOCAL 3
NEGOTIATING TEAM

COUNTY NEGOTIATING TEAM

John Bonilla, President OE3

William H. Avery

Rob Wise, OE3
Recording – Corresponding Secretary

Dania Torres Wong

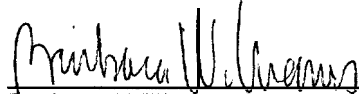
Don Doser, OE3, Business Manager

Gerald L. Dunbar

Robert Miller, OE3, Treasurer

Enrique Sahagun

Steve Booth, OE3
Director of Public Employee Div.



Barbara Williams, OE3
Business Representative

Dave Deverell, Sheriffs Supervising
Representation Unit

Jim Morris, Sheriff's Supervising
Representation Unit

Phil Wowack, Sheriffs Supervising
Representation Unit

SANTA CRUZ COUNTY
LAW ENFORCEMENT MIDDLE MANAGEMENT REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING
~~6/28/97~~ ~~7/21/2000~~ ~~6/23/2001~~ – 6/30/2005

TABLE OF CONTENTS

		Page
ARTICLE 1	MEMORANDUM OF UNDERSTANDING - INTRODUCTION	1
ARTICLE 2	RECOGNITION 1	
ARTICLE 3	PEACEFUL PERFORMANCE OF COUNTY SERVICES	1
ARTICLE 4	COMPLIANCE WITH MEMORANDUM	2
ARTICLE 5	PAY 2	
ARTICLE 6	FAIR EMPLOYMENT PRACTICES – AFFIRMATIVE ACTION <u>EQUAL EMPLOYMENT OPPORTUNITY</u>	 76
ARTICLE 7	SAFETY	<u>76</u>
ARTICLE 8	BUSINESS EXPENSE ALLOWANCE	<u>76</u>
ARTICLE 9	INSURANCES	<u>96</u>
ARTICLE 10	SCHEDULED HOURS	<u>1412</u>
ARTICLE 11	EFFECTIVE DATE OF TRANSACTION	<u>1412</u>
ARTICLE 12	SICK LEAVE	<u>1412</u>
ARTICLE 13	HOLIDAYS	<u>1714</u>
ARTICLE 14	VACATION	<u>1916</u>
ARTICLE 15	OVERTIME	<u>2218</u>
ARTICLE 16	NIGHT SHIFT DIFFERENTIAL	<u>2420</u>
ARTICLE 17	CALL BACK PAY	<u>2420</u>
ARTICLE 18	RETIREMENT PLAN	<u>2421</u>
ARTICLE 19	REQUIRED COURT LEAVE	<u>2522</u>
ARTICLE 20	LEAVE OF ABSENCE WITHOUT PAY	<u>2622</u>
ARTICLE 21	PRODUCTIVITY	<u>2824</u>
ARTICLE 22	CAREER INCENTIVE PROGRAM	<u>2824</u>
ARTICLE 23	MEAL ALLOWANCE	<u>2825</u>
ARTICLE 24	GRIEVANCE PROCEDURE	<u>2925</u>
ARTICLE 25	LAYOFF PROVISIONS	<u>3427</u>
ARTICLE 26	ADMINISTRATIVE LEAVE	<u>3732</u>
ARTICLE 27	PREMIUM PAY-GENERAL	<u>3933</u>
ARTICLE 28	AUTOMOBILE MILEAGE REIMBURSEMENT	<u>3934</u>
ARTICLE 29	ROTATION AND REASSIGNMENT EXPECTED AND NORMAL	<u>4034</u>
ARTICLE 30	ABSENCE WITHOUT LEAVE	<u>4034</u>
ARTICLE 31	UNIFORMS	<u>4035</u>
ARTICLE 32	BEREAVEMENT LEAVE	<u>4135</u>
ARTICLE 33	PAYOFF OF COMPENSATORY TIME UPON APPOINTMENT	<u>4135</u>
ARTICLE 34	BODY ARMOR	<u>4135</u>
ARTICLE 35	COURT APPEARANCE	<u>4135</u>
ARTICLE 36	FULL AGREEMENT	<u>4236</u>
ARTICLE 38	<u>37</u> OTHER PROVISIONS	<u>4236</u>
ARTICLE 39	<u>38</u> UNPAID DAYS OFF	<u>4236</u>
ARTICLE 37	<u>39</u> SEVERABILITY	<u>4237</u>

ARTICLE 1 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 ~~28,23 1997~~ 2001 and ending ~~July 24, June 30 2888,2005~~.

Unless otherwise specified herein, all provisions shall become effective ~~June 13, 1998~~ following adoption of this agreement by the Board.

ARTICLE 2 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.

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 Sheriffs 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 Sheriffs Sergeant.

To illustrate application of this provision, if the seventh (top) step for Sheriffs Sergeant is \$22.21, the top step for Sheriffs Lieutenant will be: $\$22.21 \times 1.183 = \26.27 . This provision shall be waived through December 17, 1999 only.

2. Salary Adjustments.

1. Effective June 23, 2001, the hourly rates for steps in salary ranges for all classes in this Unit shall increase by 13%.

2. Effective with the beginning of the pay period closest to July 1, 2002, the hourly rates for steps in **salary** ranges for all classes in this Unit shall increase by 4%.

3. Effective with the beginning of the pay period closest to January 1, 2003, the hourly rates for steps in salary ranges for all classes in this Unit shall increase ~~4y~~% .

4. Effective with the beginning of the ~~pay~~ period closest to January 1, 2004, the hourly rates for steps in **salary** ranges for all classes in this Unit shall increase ~~4y~~% .

5. Effective with the **beginning** of the pay period closest to January 1, 2005, the hourly rates for steps in salary ranges for all classes in this Unit shall increase ~~4v~~% .

6. **Single** Highest Year: see Article 18.G. of this agreement.

7. 3% at 50: see Article 18.F. of this agreement.

~~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%.~~

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 2080 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 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. Beninnina 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.

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 employee's 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.

ARTICLE 6 FAIR EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION EQUAL EMPLOYMENT OPPORTUNITY

The County and the Union agree that no person employed or applying for employment shall be discriminated against ~~because on the basis of~~ race, color, religion, disability, medical condition (cancer related, genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18 40), pregnancy, gender, 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, and County 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 had 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, 1988 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	\$ 4.49 for employee only
_____	\$175.45	\$30.86 for employee plus one dependent

~~\$206.47~~ ~~\$37.67 for employee plus two or more dependents~~
Contributions/Deductions

A. 1. 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~~ Operating Engineers Health & Welfare Plan, or PERS Health Plans.

a. The County's contribution shall remain in place until superceded by the contribution amounts on August 1, 2001 or those for the subsequent years of 2002, 2003, and 2004.

2. Effective for premium payments for August 1, 2001. the maximum monthly County contribution for insurance coverage under the Operating Engineer's Health and Welfare Trust Plan shall be as follows:

\$321.34 for employee only
\$450.15 for employee plus one dependent
\$507.37 for employee plus two or more dependents

B. Adjustment

~~Effective August of 1998 and August of 1999, the County shall pay the first \$15.00 per month of any increase in contributions for insurance coverage under the Operating Engineers Health and Welfare Plan and the employee will pick up the balance of any increase.~~

1. Effective for coverage on August 1, 2002, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent, employee plus two or more dependents, respective, under the **Operating** Engineers Health and Welfare Trust Fund insurance plan, and the employee will pick UP the balance of any increase.

2. Effective for coverage on August 1, 2003, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent, employee plus two or more dependents, respective, under the **Operating** Engineers Health and Welfare Trust Fund insurance plan, and the employee will pick up the balance of any increase.

3. Effective for coverage on August 1, 2004, the County shall pay the first \$10, \$20, \$15 per month of any increase in contributions for insurance coverage for employee, employee plus one dependent. employee plus two or more dependents, respective, under the Operating Engineers Health and Welfare Trust Fund insurance 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-Operating Engineers Health & Welfare Trust provide the County written notice in advance of premium rate increases and of any proposed changes to the current level of benefits.

E. P.E.R.S. 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 P.E.R.S.

2. Employees in this representation unit may enroll in a health plan offered by P.E.R.S. 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 P.E.R.S. 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:

a. Equal to those contributions the County makes on behalf of employees selecting the Operating Engineers Health & Welfare Plan as shown in 9.1 .B.

~~\$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.

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

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

3. Effective 5/1/97, employees in this representation unit who retire through P.E.R.S. may enroll in a P.E.R.S. 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 P.E.R.S. 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 P.E.R.S.

~~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 P.E.R.S. 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, and any increases, for eligible employees and dependents for dental coverage during the term of this agreement.

All dependents enrolled in the dental plan must be enrolled 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 may make voluntary payroll deductions for ~~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.

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.
2. 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---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.~~

C.D. The Union-Operating Engineers Health & Welfare Trust shall provide the County written notice in advance of premium rate increases and of any proposed changes to the current level of benefits.

D.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 (9.5) 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.

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 1 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 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. Effective August 1, 2001, tThe County shall pay increase its payment from \$193.92 to \$223.92 per month to the Operating Engineers Health and Welfare Trust for employees who 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 of 1998, August 1, 2002,~~ the County's payment under this provision shall be increased ~~from \$163.92 to \$173.92~~ \$238.92 per month.

~~Effective August 1, 2003, 1998,~~ the County's payment under this provision shall be increased ~~from \$173.92 to \$183.92~~ \$253.92 per month.

~~Effective August 1, 2004, 1999,~~ the County's payment under this provision shall be increased ~~from \$183.92 to \$193.92~~ 268.92 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.

ARTICLE 11 EFFECTIVE DATE OF TRANSACTION

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 next 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 24 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 LC4850 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 an/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.
- E. MAXIMUM ACCRUAL. Sick leave and any unused portion thereof may only accrue until it has reached a total of 1440 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 14, 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 14, 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 the 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 Years Day
2. The third Monday in January, known as "Martin Luther King Day"
3. The third Monday in February, known as "Washington Day"
4. The last Monday in May, known as "Memorial Day"
5. 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-half day on December 24th
12. 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. This does not apply to employees on a 4/10 schedule, see B.4. below for the rule that applies to that schedule.
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. Sheriffs Department Employees on 4/10 Schedule. Sheriffs Department employees on the 4 **day/10** hour schedule shall receive one 10 hour day off per month (i.e., 12 days per year) in lieu of the prescribed holidays, and are excluded from the 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 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 set-vice.

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 112 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 6 through 10 years); .0731 hours per hour of service (approximately 152 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).

31,201 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:

2080 - 10,400 hours of service (approximately 1 through 5 years); .0413 hours per hour of service (approximately 86 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 6 through 10 years); .0606 hours per hour of service (approximately 126 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 11 through 15 years); .0798 hours per hour of service (approximately 166 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over); .0990 hours per hour of service (approximately 206 hours per year of full-time service).

- C. Employees Moving from One Vacation Schedule to Another. Current employees who move from one vacation schedule to another shall retain their accumulated vacation credits and accrue vacation leave at the appropriate rate under the new schedule.

Should such employee's accrued vacation credits exceed the maximum accrual under the new schedule, the excess hours shall be credited toward sick leave to the maximum allowable.

D. Employees Reappointed from Layoff (within 24 months).

1. The original appointment date and hours of service completed during prior employment with the County by reappointed employees shall determine the vacation accrual rate.
2. Employees who were not eligible for vacation payoff at the time of layoff shall, upon reappointment, be credited with all unused vacation leave accrued at the date of layoff.
3. Payoff of unused vacation leave at the time of layoff eliminates all earned vacation to employees.

14.3. Limitations On Use.

- A. At Convenience of Department. Vacation shall be taken at times designated by the various department heads.

- B. Maximum Accrual. No employee shall be allowed to accrue more than 2.5 times the annual vacation accrual rate indicated for their length of service on the 5 day/8 hour vacation accrual schedule.
- C. Increments. Department heads may allow employees to take vacation time off in increments as small as .01 hours.
- D. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
- E. Middle Mananement - 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 Workers Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

14.4. Vacation Pavoff 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 (**12:01** 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.A.
- 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.
 - 2. 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. Time off in lieu of 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 compensatory 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 payment 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 p.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. See 18.F. regarding the county's intention to move to 3% @ 50 in 2002.
- 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 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~~ designates 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 of other Safety employee groups, the County and Union agree to implement the PERS Military Service Credit Option. Implementation will be on a no cost basis to the County.
- F. 3% @ 50 P.E.R.S. Safety Retirement Plan: The County agrees to implement the 3% @ 50 retirement option for safety retirement members in this representation unit by December 2002 contingent upon all safety retirement units agreeing, or legislation permitting separate bargaining

In the event that neither event occurs prior to December 2002, the County agrees to increase the hourly rates for steps in the salary ranges for all classes in safety retirement in this Unit by 8%, effective the pay period closest to December 1, 2002, until such time as the 3% @ 50 can be implemented. Upon implementation of the 3% @ 50 benefit, the 8% increase would be rescinded. This provision does not apply to unit members who are not in a PERS safety retirement program.

- G. The County agrees to take action to provide the single highest year option under the P.E.R.S. retirement plan for safety members in this representation unit, if all other units agree to reopen on this issue only with 30 days of adoption of this agreement. If the single highest year retirement option is not implemented by December 2001 the County agrees to increase the hourly rates for steps in the salary ranges for all classes in this Unit by 1%, effective the pay period closest to December 1, 2001, until such time as the single highest

year benefit is implemented. Upon implementation of the single highest year benefit, the 1% increase would be rescinded.

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. as 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.

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.

b. 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.

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

C. County Leaves of Absence Without Pay. 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 Workers 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 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 24 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 I of the County Procedures Manual.

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. Affirmative action or harassment complaints.
 - 8. Complaints regarding Worker's Compensation or the applicable procedures for such complaints.

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 of 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.

B. FORMAL GRIEVANCE

1. STEP 1

Within twenty (20) calendar days of occurrence or 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 hearing panel shall be final and binding on all parties.

ARTICLE 25 LAYOFF PROVISIONS

25.1 LAYOFF DEFINED/DEFINITIONS

- A. Layoff: 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 workforce when determined to be necessary by the Board of Supervisors for the County.

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.

~~Effective November 1, 1983,~~ 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 LAY OFF

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.~~ A call for volunteers, in order of **seniority** (to be considered a **layoff**). Such employees may not displace (bump) to another class.
- ~~C.~~ B. Provisional employees in the affected **class(es)** shall be laid off next;
- ~~D.~~ C. Probationary employees working in the affected **class(es)** shall be laid off next;
- ~~E.~~ 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, ~~i.e., the employee with the least seniority as defined in 25.7, below, being the first to be laid off;~~ and
- ~~F.~~ 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 "25.7."

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 in voluntary reduction 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 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 higher, 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.

25.8 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~~ upon request, but no more than once per 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 lay off, or permanent employees 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 21.5. 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 21.5. 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
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 persons 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 "t-e-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 28), 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 with out 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 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.

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. In addition 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.
- 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 thereupon 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
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.

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, and also include the children of the employee's 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 Auditors 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.

ARTICLE 37 39 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.

OPERATING ENGINEERS LOCAL 3
NEGOTIATING TEAM

COUNTY NEGOTIATING TEAM

John Bonilla, President OE3

William H. Avery

Rob Wise, OE3
Recording – Corresponding Secretary

Dania Torres Wong


Don Doser, OE3, Business Manager

Gerald L. Dunbar

Robert Miller, OE3, Treasurer

Enrique Sahagun

Steve Booth, OE3
Director of Public Employee Div.



Barbara Williams, OE3
Business Representative
