

County of Santa Cruz

PERSONNEL DEPARTMENT

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June 10, 2002

Agenda: June 18,2002

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

APPROVE SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION INTEGRATING EXTRA-HELP EMPLOYEES INTO THE GENERAL REPRESENTATION UNIT, ADOPT RELATED RESOLUTIONS AND AUTHORIZE THE PERSONNEL DIRECTOR TO SIGN AGREEMENTS

Dear Members of the Board:

Tentative agreement has been reached with the Service Employees International Union for a supplemental memorandum of understanding (SMOU) for the Extra-Help employees which integrates the Extra-Help employees into the General Representation Unit. The term of the agreement begins with adoption by your Board and extends to September 13, 2002, the expiration date of the existing General Representation Unit memorandum of understanding with SEIU. However, Article 7 of the SMOU, which provides for wages for certain nontrainee Extra-Help classifications extends beyond September 13, 2002. Article 7, for those classifications, has an expiration date of June 18, 2005 and which agreement has been reached to include this provision as part of the new SEIU MOU when it is settled.

This agreement is within the parameters established by your Board and has been ratified by the Union's membership. The total cost of the proposed three-year agreement is approximately \$139,764. The sources of funding for these costs are: general fund, state and federal funding and departmental revenues. The funds are included in the County budget.

Provisions of the agreement includes:

- Cost of living adjustments for Trainee and Student Worker classifications only of 6.0% effective pay period beginning June 22, 2002;
- Step range adjustments for selected Extra-Help classes effective pay period beginning June 22,2002 and the pay periods closest to June 21,2003 and June 19, 2004 as outlined in the attached resolution.
- Extending coverage of shift, bilingual and certain occupational differentials, as they occur in the General Representation Unit MOU, to Extra-Help employees.

Board of Supervisors June 10, 2002 Page 2

It is THEREFORE RECOMMENDED that your Board:

- Approve the attached Supplemental Memorandum of Understanding with the SEIU 1. and direct the Personnel Director to sign the SMOU on behalf of the County;
- 2. Direct staff to include the language in Article 7 of this agreement in the new SEIU contract when it is settled and brought to the Board for ratification related to step range changes to occur on June 22,2002 and the pay periods closest to June 21, 2003 and June 19, 2004 for the classes of Parks, Recreation & Cultural Workers II-IV, Park Services Officer, Lifeguard and Head Lifeguard.
- Authorize the Personnel Director and County Administrative Officer to make any 3. necessary administrative changes to implement the provisions of the Supplemental Memorandum of Understanding:
- 4. Adopt the attached Resolution to amend Resolution 279-75 to implement salary actions in the Supplemental Memorandum of Understanding; and
- Adopt the attached Resolution to amend Resolution 247-76 to authorize the 5. Personnel Director to make revisions to the text and format of and publish Section 160 (Salary, Compensation and Leave Provisions) to reflect changes to bilingual, shift, and occupational differentials to parallel provisions in the Supplemental Memorandum of Understanding.

RECOMMENDED:

SUSAN A. MAURIELLO

County Administrative Officer

Very truly yours,

Dania Torres Wong Personnel Director

DTW:GLD:gk

Attachments

cc: Personnel (2); Auditor-Payroll (2); SEIU; All Departments

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING (SMOU) BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 415 AND THE COUNTY OF SANTA CRUZ

MOU PROVISIONS

Article 1.2

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

This Supplemental Memorandum of Understanding (SMOU) between Service Employees International Union (Union) and the County of Santa Cruz (County) represents the interim agreement between the parties to integrate Extra-Help employees into the General Representation Unit. Except as specifically modified herein, terms and conditions of employment for Extra-Help employees shall remain unchanged, including those terms and conditions of employment set forth in the Extra-Help employment document provided to extra help employees upon,hire. The Union and County mutually acknowledge that extra help employees have at-will employment status.

The following sections of the Memorandum of Understanding (MOU) between the County and Union for the General Representation Unit apply to extra help employees Amendments, where indicated, apply to Extra Help employees while the language of the existing MOU remains in force for employees in regular, budgeted positions:

This supplemental memorandum of understanding (SMOU) shall be in effect, except as provided for in Article 7 regarding wages for Park Services Officer, PRCW II-IV, Head Lifeguard, and Lifeguard which will remain in effect until June 2005, from the date of its ratification by the Union and approval by the Board of Supervisors on its agenda, in conformance with the Brown Act, through September 13,2002.

ARTICLE 2 RECOGNITION

- 2.2 The County agrees to pay Auditor-Controller charges for the cost of payroll deductions for Union dues, service fees, and premiums for any existing insurances as soon as an information system for doing so can be established.
- 2.3 The County agrees to provide monthly dues deduction status reports, quarterly unit census reports, and termination/new hire member reports at no cost to the Union as soon as possible following adoption of this. agreement and the establishment of an information system for doing so can be established. By December 1, 1999, the termination report will be modified to identify persons whose separation notice was coded as a retirement.
- 2.4 The County agrees to continue to provide a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) for employees in the General Representation Unit, subject to the following conditions:

- **A.** Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the County.
- **B.** Payroll deductions shall commence on the second pay period after the authorization is received by the County.
- **C.** Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
- **D.** Charges by the Auditor-Controller for the cost of administration of the program shall be paid for by the union.
- **E.** The Union shall indemnify, defend and hold the County, its officers and employees harmless 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 this County the provisions of this Section 2.4.

ARTICLE 3 UNION ACTIVITIES

3.1 STEWARDS

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

3.2 BULLETIN BOARDS

The Union, where it represents employees of a County Department, shall be provided, by that Department, use of adequate and accessible space on bulletin boards for communication.

3.3 DISTRIBUTION

The Union may distribute official union material to employees in its representation Unit through normal channels.

3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES

The authorized Union Representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work.

3.5 COUNTY FACILITIES

County buildings and other facilities shall be made available for use by the Union or their Representative in accordance with administrative procedures governing such use.

3.6 NOTIFICATIONS

- **A.** <u>Notification of Change in Status</u>. It shall be the duty of the County to notify the Union whenever the services of any County employee in a class in this unit are engaged or terminated.
- **B.** <u>Disciplinary Action</u>. The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding.

For extra employees, it is mutually understood that notice will not be provided when employees are not called to work, or work is terminated based on the operational needs of the County. Notice will only be provided when the County explicitly indicates in writing that an extra help employee is being terminated, suspended or reduced in rank for disciplinary reasons.

- **C.** The County shall, on a biweekly basis, provide the Union with a disk of payroll information with the same elements as were provided on or before August 1, **1996.**
- **D.** <u>Union Notification</u>. Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption.

The County and Union acknowledge that this section refers to legally required notice being provided under the Meyers-Milias-Brown Act for substantive changes primarily relating to matters within the scope of representation and does not apply to schedule and/or work location changes for represented employees.

E. Contracting Out. The County agrees that prior to taking action to contract out functions or activities now performed by employees in the General Representation Unit, the County will provide the Union with reasonable written notice and will meet with the Union and discuss alternative ways to achieving the County's objectives. The County agrees that, prior to taking action to layoff employees in the General Representation Unit, the County will discuss alternative ways of achieving the County's objectives with the Union.

ARTICLE 4 UNION SECURITY

4.1 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. The County and the Union affirm the principal that harmonious labor-management relations are to be promoted and furthered.

4.2 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.

This supplemental Memorandum of Understanding specifically excludes provision of the bound copy of the General Representation Unit MOU to extra help employees.

4.3 AGENCY SHOP

A. Except as provided in Section 4.4, 4.5 and 4.6 of this Article (Article), each person appointed to a class in the General Representation Unit on or after November 5, 1983, shall, and as a condition precedent to employment, 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 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 Sections 4.4, 4.5 and 4.6 of this Article (Article 4), each person employed in the General Representation Unit on or before December 2, 1983 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 payroll deductions of Union dues or a service fee not to exceed Union dues or a charitable contribution as provided in Section 4.6 (c). This obligation supersedes the provisions of Section 181.14B of the County's employee relations resolution.

4.4 MAINTENANCE OF MEMBERSHIP

Employees in classes designated as supervisory in the General Representation Unit who have executed **an** authorization for the payroll deduction of union dues or of a service fee prior to November 5, **1983** shall continue such deductions during the period covered by this memorandum. Such employee may withdraw from deductions during the month of April 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 April 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 April. 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.

4.5 MODIFIED AGENCY SHOP

Each person appointed to a class designated as supervisory in the General Representation Unit on or after November 5, 1983 shall, unless otherwise provided in this Article (Article 4), 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 thirty calendar days from the date of appointment or thereafter during the month of April 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. Any designated supervisory 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 from the date of appointment or during the month of April 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 to the designated supervisory class or during the month of April as specified in 4.4 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.

4.6 EXCLUSIONS

A. Employees in positions designated as confidential employees are excluded from the provisions of this Article (Article 4). The positions 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. Designated supervisory employees are excluded from the provisions of Section 4.3 of this Article. Attachment B includes the classes currently designated as supervisory. New positions and classifications shall be designated in accordance with the provisions of the County's Employee Relations Resolution.

C. 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 **4.3** of this Article.

Such employee shall authorize a 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 4.3 (A) and 4.3(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 4.3 (A) must be filed with the County Personnel Department as a condition precedent to employment.

A claim for a religious exemption under Section 4.3 (B) of this article must be filed by December 2, 1983 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 December 2, 1983 will not be considered.

Should **an** employee request termination of dues deduction or service fee 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 **4.6** (c) of this Article.

4.7 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.

4.8 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 4.3 of this article may be rescinded by a majority vote of all employees in the unit covered by Section 4.3 provided that:

- **A.** 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 4.3. 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.
- **B.** The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.
- **C.** 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 4.3 of this Article.

4.9 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 4.3 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 withdraw their membership during the month of April 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 later than the last working day in April. The Personnel Department shall promptly forward a copy of said letter to the union.

New employees hired under the provisions of 4.9 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 by 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 the 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 April, forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa *Cruz*, CA 95040, 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 employment or during the month of April. 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.

4.10 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 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 4, Sections 1 through 9).

4.11 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 General Representation Unit in conformity with County regulations.

The County shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 5 PEACEFUL PERFORMANCE

5.1 The Union and its representatives, agree that it and they will not engage in, authorize, sanction, or support any County employee strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. Neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this section as determined by the County Administrative Officer may result in the cessation of Union dues deduction by the County and the suspension of Article **4** of this Memorandum of Understanding.

5.2 In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided that the employee advises his/ her supervisor prior to leaving the picketed location and provided further that **an** employee may be required to cross a picket line where the performance of his/ her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health, safety, or welfare.

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

5.3 The County shall make its best effort to enforce the terms of this Memorandum on the part of its management personnel; the Union shall make its best effort to enforce the terms of this Memorandum on the part of the employees it represents. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

ARTICLE 6 NO DISCRIMINATION

A. Fair Employment Practices - Equal Employment Opportunity/Non-discrimination. The County and the Union agree that no person employed or applying for employment shall be discriminated against 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 18), 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 efforts which are intended to achieve equal employment opportunity as provided for in Federal, State and County requirements.

B. Union Activities. Neither the County nor the Union shall interfere with, intimidate, coerce or discriminate against County employees because of their exercising their right to form, join and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

ARTICLE 7- WAGES

STUDENT WORKER SERIES AND TRAINEE CLASSES

Effective the pay period beginning June 22, 2002 the following classes would receive a 6% COLA and market adjustment. The new ranges would be as shown below:

Job Class	Step 1	Step 2	Step 3	Step 4
Student Worker IV	9.13	9.69	10.35	11.26
Student Worker III	8.80	9.41	10.00	10.88
Student Worker II	7.84	8.35	8.80	9.55
Student Worker I	7.16	7.16	7.16	7.73
Aquatics Aide	7.16	7.16	7.16	7.16
PRCW I	7.16	7.16	7.16	7.16

Any future increases for these classes would be negotiated as part of the SEIU negotiations process.

YEAR 1:

Effective June 22, 2002 the salary and ranges would change from the current step ranges to the step ranges shown below.

In the first year, incumbents would move from their old step to the new corresponding step. (ie., old step 1 to new step 1 and so on)

Job Class	Step 1	Step 2	Step 3	Step 4
Parks Services Officer	10.67	11.09	11.54	12.00
PRCW IV	9.66	9.85	10.05	10.25
PRCW III	8.48	8.65	8.82	9.00
PRCWII	7.54	7.69	7.84	8.00
Head Lifeguard	11.07	11.29	11.52	11.75
Lifeguard	8.48	8.65	8.82	9.00

YEAR 2:

Effective the pay period beginning the closest to June 21, 2003, the step ranges would change to the following ranges with the incumbents receiving a salary increase based on the increase given to the existing step.

Job Class	Step 1	Step 2	Step 3	Step 4
Parks Services Officer	10.89	11.33	11.78	12.25
PRCW IV	10.37	10.57	10.78	11.00
PRCW III	9.42	9.61	9.80	10.00
PRCW II	8.95	9.13	9.31	9.50
Head Lifeguard	11.54	11.77	12.01	12.25
Lifeguard	9.89	10.09	10.29	10.50

YEAR 3:

Effective the pay period beginning the closest to June 19, 2004, the step ranges would change to the following ranges with the incumbents receiving a salary increase based on the increase given to the existing step.

Job Class	Step 1	Step 2	Step 3	Step4
Parks Services Officer	11.11	11.56	12.02	12.50
PRCW IV	11.78	12.01	12.25	12.50
PRCW III	11.54	11.77	12.01	12.25
PRCWII	11.31	11.53	11.76	12.00
Head Lifeguard	11.78	12.01	12.25	12.50
Lifeguard	11.31	11.53	11.76	12.00

This would represent any and all wage increases for the above classes for the three year period beginning on June 22, 2002 and concluding with the pay period ending the closest to June 18, 2005. It is agreed that the wages described here for Years 1, 2, and 3 will be incorporated into successor MOU(s) negotiated with SEIU following the expiration of the current MOU on 9/13/02.

ARTICLE 11 MEAL PERIODS. REST PERIODS. CLEAN-UP TIME

11.1 MEAL PERIOD

All full-time employees shall be granted a meal period not less than thirty (30) minutes, scheduled at approximately the mid-point of the work period. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal period during work hours.

11.2 REST PERIODS

All employees shall be granted a rest period during each four hours of work. Departments may make reasonable rules concerning the rest period scheduling. Rest periods not taken shall be waived.

11.3 CLEAN-UP TIME

Employees whose work causes their person or clothing to become soiled shall be provided with reasonable time for wash-up at shift end. For purposes **of** computing time worked for overtime under FLSA, a maximum of 15 minutes at shift end shall be allowed for wash-up. Employees whose work is of the nature where they are exposed to unclean or unsanitary conditions shall be provided with reasonable time for wash-up prior to meal time.

ARTICLE 12 OVERTIME

12.1 DEFINITION

Overtime is any authorized time worked in excess of 40 hours per week, in a seven consecutive day (i.e., **168** consecutive hours) work period.

Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

12.2 AUTHORIZATION

Employees cannot work overtime without the advance approval of department heads or their designated agents. Advance approval may include written instructions from department heads for standard situations, and such instructions may be changed by department heads from time to time.

12.3 COMPUTATION

A. 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: annual leave; sick leave; vacation; court leave; any balance of compensatory time; 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; and mandatory leave with pay.

ARTICLE 14 DIFFERENTIALS

The payment of differentials is assignment based.

14.1 APPLICATION

- **A.** Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid on all time in a paid status.
- **B.** Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid at one and one-half the specified rate for overtime hours worked.
- **C.** None of the differentials included in this Article shall be paid for the periods an employee is receiving on-call pay or emergency response standby pay.

14.2 SHIFT DIFFERENTTAL

Extra-help 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 may be paid at the rate of 5 percent above their hourly salary rate as and for a night shift differential.

Extra-help employees do not receive differentials on overtime hours or on paid leave. (Section 164.B.5.)

14.4. BILINGUAL PAY DIFFERENTIAL

A. The County shall provide bilingual payment of an additional \$0.50 per hour above the base hourly rate where: the position is designated as requiring bilingual skills at Level One and the employee is certified as qualified at Level One, by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.70 per hour above the base hourly rate where: the position is designated as requiring bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director. Effective September 16,2000, the bilingual pay differential for Level Two shall be increased to \$0.85 per hour.

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

- 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, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose for certifying that employees possess the necessary skill level.
- D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

14.8 CHARGE DETENTION REGISTERED NURSE DIFFERENTIAL.

Detention Registered Nurses will receive a differential of \$0.80 an hour over his/her base hourly rate when assigned on a regular basis as the charge nurse on a shift. A maximum of five positions may be designated to receive the "charge nurse" differential with the approval of the Personnel Director.

14.10 CHILD PSYCHIATRIST DIFFERENTIAL

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

14.11 PHARMACIST IN CHARGE DIFFERENTIAL

An eligible employee in a budgeted position in *the* class of Pharmacist shall receive a differential of \$1.00 per hour when assigned by the Health Services Administrator to be in charge of a branch pharmacy and to be responsible for compliance with Federal and State laws pertaining to the practice of pharmacy in that location.

14.12 AGRICULTURAL BIOLOGIST AIDE LEAD DIFFERENTIAL

One employee in a budgeted position in the class of Agricultural Biologist Aide who is assigned by the department head to provide field supervision to employees assigned to the pest trapping program, including reviewing the quality and quantity of work and ensuring that sufficient supplies are on hand, shall receive an additional \$0.40 an hour for as an Agricultural Biologist Aide Lead Differential. Such differential shall be effective on the first day of the first full pay period of assignment. Such differential shall cease at the

end of the last pay period of assignment, unless the employee separates prior to the end of the pay period.

ARTICLE 15 OTHER COMPENSATION PROVISIONS

15.1 AUTOMOBILE MILEAGE REIMBURSEMENT

For Extra-help employees, the mileage reimbursement rate shall be: \$0.25 per mile for the first 900 miles traveled in any given month; and \$0.19 per mile for all mileage in excess of 900 miles traveled in any given month. (Section 165.E.1.C)

15.2 REIMBURSEMENT FOR PROPERTY DAMAGE

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

15.4 MEALS IN LOCKED FACILITIES

Employees regularly required to remain in a locked facility during their shift shall be entitled to receive one meal served during the shift The value of such meal, if any, shall not be considered in the computation of any overtime pay.

Employees required to work shifts of ten (10) hours or more are entitled to receive a second meal if they are required to eat with individuals they supervise and are not allowed to leave the facility for the convenience of the County.

15.5 MEAL ALLOWANCE IN DECLARED EMERGENCY

The County Administrative Officer may approve, after the fact, meal allowance payments for in- County meals under emergency conditions if the request is submitted within ten working days. Approval of the department head or his/her designee and the County Administrative Officer must accompany the claim. Meal allowance payments shall be in the amount of the maximum rate specified in Section 115 of the County Procedures Manual.

Meal payment for breakfast is allowable if the required emergency work begins at least two hours before the beginning of the regular work day.

Meal payment for lunch is allowable: (1) if the required emergency work begins at

least two hours before the beginning of the regular work day and ends at least two hours after the ending of the regular work day; or (2) at least 12 hours of required emergency work occurs, and the regular lunch period falls within those hours.

Meal payment for dinner is allowable: (1) if the required emergency work extends at least two hours after the ending of the regular work day; or (2) at least 16 consecutive hours of emergency work is required on any non-workday, two of which fall after the ending of the employee's regular work day.

ARTICLE 16 PAID LEAVE

16.3 OTHER LEAVE WITH PAY

A. Required Court Leave.

- **1.** During Working Hours. 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:
 - 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 witness 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, or the period of time taken off as provided in 3 and 4 below.
- **3.** Any employee assigned to swing or graveyard shift, for the hours of required court leave, in accordance with 1, 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.
- **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.
- **5.** 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 their County positions.

B. County Examinations/Interviews.

All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews for promotional opportunities and one (1) lateral transfer interview per calendar year with the County, provided they request such leave in advance.

C. Donation of Blood.

All employees may be granted leave with pay from their work for two hours at the time of donating and for the purpose of donating blood.

E. Assault Leave.

When **an** employee sustains a physical injury in the course of employment as a result of physical contact with another person which requires medical attention, and providing the injury is reported immediately to the employee's supervisor, s/he shall receive his/her hourly salary rate for regularly scheduled work hours each working day when disabled during the three day waiting period provided by the California Workers' Compensation Act.

ARTICLE 18 EMPLOYEE PARKING/BUS PASSES

The County currently has a program that provides free bus passes for employees in the County Government Center area, these passes are paid for from permit fees for parking in this area. Should the County begin charging for employee parking in work locations other than the County Government Center area, the County shall make free bus passes available to employees in such work locations.

The County agrees to meet and confer on increases in rates for County provided parking spaces for employees in this unit.

The County agrees to meet and confer on the impact of policy changes adopted by the Board of Supervisors regarding employee parking.

ARTICLE 19 EMPLOYEE RIGHTS

19.1 ADVERSE ACTION

If the County explicitly and in writing indicates that it is dismissing, demoting, suspending or reducing in salary an extra help employee for the purpose of discipline, it will provide a copy of any material and/or documentation used by the County **as** a basis for its action to the affected employee.

19.3 PERSONNEL FILES

The personnel file of each employee shall be maintained in the Personnel Department. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy. Employees shall be provided with copies of any written personnel related material except routine

clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file. An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

All personnel files, including the file maintained in the Personnel Department and the operating department, shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, the Personnel Department in the performance of duty, and the supervisor/ administrator with the specific responsibility to know its contents. Employees may designate a representative, who upon authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee. Any person reviewing an employee's file in the County Personnel Department or in the operating department (except for routine clerical transactions) shall be noted and dated in the employee's file at the time of the review.

19.4 ACCESS TO PERSONNEL REGULATIONS

Employees shall be allowed reasonable access to the County personnel regulations manual in the employee's department.

19.6 DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with and subject to, the provisions of California Government Code Sections 825 et seq., 995 et seq., and 996 et seq.

ARTICLE 20 HEALTH AND SAFETY

The Union and County agree that it is in the best interest of all concerned to provide a safe and healthy working environment. The County abides by the safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. In order to assure that health and 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 matter shall be referred to the Department Head who will meet with the employee and immediate supervisor regarding the matter.
- **3.** If the matter cannot be resolved by the Department Head, it shall be referred to the County Safety Officer for resolution. The County Safety Officer shall investigate and act within the limits ,ofhis/her authority on identified potential hazards in a timely manner. The County Safety Officer shall forward his/her findings to the County Administrative Officer for action as s/he deems appropriate.

Additionally, the Union shall appoint four representatives to meet with the County Safety Officer each month regarding the County Safety Program. Committee meetings shall be monthly at mutually agreed times and places unless there is an agreement not to meet. Activities may include, but are not limited to, accompanying the Safety Officer on safety inspections, reviewing reports on hazards and injuries, reviewing health and safety practices, developing advisory programs and services on safe work practices, recommending health and safety training programs, and making recommendations on the above matters to departments and/or the County Administrative Officer.

Upon request, the County shall provide CAL OSHA Log 200 to the Union and other information that is reasonably available and non-confidential on work-related injuries and illnesses. In the event of emergency conditions posing immediate danger to the health and safety of county employees; the County Safety Officer will arrange for immediate release time for the chair of the Health and Safety Committee or other designated committee member to meet jointly with the County Safety Officer at the specific work site.

There shall be a Union/Management Task Force, effective January 1, 1992, to address the areas of ergonomic concern related to employee use of computer work stations. The Task Force shall be comprised of 3 management representatives, with SEIU Local 415 providing 3 representatives to serve on the Task Force. The County further agrees, pending issuance of CAL/OSHA standards in relationship to video display terminal (VDT) use, to accommodate a female employee who provides a doctor's certification of pregnancy, and further provides a doctor's certification that the employee's use of a VDT would be disabling in relationship to this pregnancy. Accommodation may include relief of VDT assigned responsibilities or a disability leave without pay.

ARTICLE 21 CLASSIFICATION ACTION

21.1 CLASSIFICATION ACTION

A. The County shall notify the official Union representative regarding appropriate classifications whenever the County intends to classify, reclassify create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four hours of release time per month shall be granted for two bargaining unit employees for work on classification actions.

21.2 UNIT ASSIGNMENT

The County agrees to consult with the Union on the assignment of new classes to bargaining units subject to timely notification to the Union of intent of unit assignment by the County, and timely response to that notice by the Union. It is agreed that this provision supersedes sub-section 181.7C of the Employer-Employee Relations Policy section on Establishment of Representation Units.

ARTICLE 26 HRA WORKLOAD COMMITTEE

It is understood by the parties that the provisions of this article may apply to extra-help employees if there is no net increase in the number of Union representatives serving on the committee.

ARTICLE 27 HSA JOINT UNION - MANAGEMENT COMMITTEE

It is understood by the parties that the provisions of this article may apply to extra-help employees if there is no net increase in the number of Union representatives serving on the committee.

ARTICLE 28 SEPARABILITY OF PROVISION

In the event that any provision of this Memorandum of Understanding is 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.

The parties agree to defer the discussion of outstanding issues, including but not limited to Union proposals Nos. 2,3, 5-9 and 12-18, to the negotiation sessions to take place for a successor agreement to the current 9/15/1999 – 8/13/2002 Memorandum of Understanding currently in place between the parties.

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

This SMOU, except as provided for in Article 7, shall be in effect from the date of its ratification by the Union and approved by the Board of Supervisors on its agenda in compliance with the Brown Act through September 13,2002.

FOR THE UNION	FOR THE COUNTY	
Jeffrey Smedberg Date Date	William H. Avery	Date
Jagh The 6/460		
Taylor Hines Date	Dania Torres Wong	Date
Don Gottesman Date	Gerald L. Dunbar	Date
Andy Warner Lo-11-02 Kudy Warner Date		
Bryan Arthur 6-11-02 Bryan Arthur Date		
Nori Dolan Date Date		
Peggy Weaver Date		

ATTACHMENT C

The County allows time off without loss of compensation for negotiation purposes consistent with Section 181.13 of the County's Employer-Employee Relations Policy.

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 (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 Supplemental Memorandum of Understanding for the Extra-Help Representation Unit which provides for changes in salary steps over the term of the agreement, June 22, 2002 through the pay period ending the closest to June 18,2005; 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 22, 2002, at 12:01 a.m. by increasing each of the hourly rates in the salary ranges for the classes of Student Worker I-IV, Aquatics Aide, and PRCW I by 6%, as shown on Exhibit 1, attached and incorporated herein by reference.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to June 22, 2002, at 12:01 a.m. by increasing each of the hourly rates in the identified salary ranges for classes of Park Services Officer, PRCW II-IV, Head Lifeguard and Lifeguard in the Extra-Help Representation Unit as shown on Exhibit 1, under year 1, attached and incorporated herein by reference.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to June 21, 2003, at 12:01 a.m. by increasing each of the hourly rates in the identified salary ranges for classes of Park Services Officer, PRCW II-IV, Head Lifeguard and Lifeguard in the Extra-Help Representation Unit as shown on Exhibit 1, under year 2, attached and incorporated herein by reference.

BE IT FURTHER RESOLVED AND ORDERED that Resolution No. 279-75 be amended effective the beginning of the pay period closest to June 19, 2004, at 12:01 a.m. by increasing each of the hourly rates in the identified salary ranges for classes of Park Services Officer, PRCW II-IV, Head Lifeguard, and Lifeguard in the Extra-Help Representation Unit as shown on Exhibit 1, under year 3, attached and incorporated herein by reference.

BE IT FURTHER RESOLVED AND ORDERED that the Personnel Director 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 18th day of June, 2002, by the following vote:

SUPERVISORS AYES: NOES: **SUPERVISORS** ABSENT: **SUPERVISORS**

JAN BEAUTZ, Chairperson of the Board

ATTEST: _____. Clerk of the Board

Approved as to form:

Assistant County Counsel

Attachment: Exhibit 1, incorporated herein

cc: Auditor-Payroll, Personnel (2), SEIU, All Departments

EXHIBIT 1 Resolution No. 279-75 (Amendment No.____) Page 1 of 2

ARTICLE 7 - WAGES

STUDENT WORKER SERIES AND TRAINEE CLASSES

Effective the pay period beginning June 22, 2002 the following classes would receive a 6% COLA and market adjustment. The new ranges would be as shown below:

Job Class	Step 1	Step 2	Step 3	Step 4
Student Worker IV	9.13	9.69	10.35	11.26
Student Worker III	8.80	9.41	10.00	10.88
Student Worker II	7.84	8.35	8.80	9.55
Student Worker I	7.16	7.16	7.16	7.73
Aquatics Aide	7.16	7.16	7.16	7.16
PRCW I	7.16	7.16	7.16	7.16

Any future increases for these classes would be negotiated as part of the SEIU negotiations process.

YEAR 1:

Effective June 22, 2002 the salary and ranges would change from the current step ranges to the step ranges shown below.

In the first year, incumbents would move from their old step to the new corresponding step. (ie,, old step 1 to new step 1 and so on)

Job Class	Step 1	Step 2	Step 3	Step 4
Parks Services Officer	10.67	11.09	11.54	12.00
PRCW IV	9.66	9.85	10.05	10.25
PRCW III	8.48	8.65	8.82	9.00
PRCWII	7.54	7.69	7.84	8.00
Head Lifeguard	11.07	11.29	11.52	11.75
Lifeguard	8.48	8.65	8.82	9.00

EXHIBIT ■ Resolution No. 279-75 (Amendment No._____) Page 2 of 2

YEAR 2:

Effective the pay period beginning the closest to June 21, 2003, the step ranges would change to the following ranges with the incumbents receiving a salary increase based on the increase given to the existing step.

Job Class	Step 1	Step 2	Step 3	Step 4
Parks Services Officer	10.89	11.33	11.78	12.25
PRCWIV	10.37	10.57	10.78	11.00
PRCW III	9.42	9.61	9.80	10.00
PRCWII	8.95	9.13	9.31	9.50
Head Lifeguard	11.54	11.77	12.01	12.25
Lifeguard	9.89	10.09	10.29	10.50

YEAR 3:

Effective the pay period beginning the closest to June 19, 2004, the step ranges would change to the following ranges with the incumbents receiving a salary increase based on the increase given to the existing step.

Job Class	Step 1	Step 2	Step 3	Step 4
Parks Services Officer	11.11	11.56	12.02	12.50
PRCWIV	11.78	12.01	12.25	12.50
PRCWIII	11.54	11.77	12.01	12.25
PRCWII	11.31	11.53	11.76	12.00
Head Lifeguard	11.78	12.01	12.25	12.50
Lifeguard	11.31	11.53	11.76	12.00

This would represent any and all wage increases for the above classes for the three year period beginning on June 22, 2002 and concluding with the pay period ending the closest to June 18, 2005. It is agreed that the wages described here for Years 1, 2, and 3 will be incorporated into successor MOU(s) negotiated with SEIU following the expiration of the current MOU on 9/13/02.

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 160

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 a Supplemental Memorandum of Understanding for the Extra-Help Representation Unit, 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 Memorandum of Understanding into the Personnel Regulations.

NOW, THEREFORE, BE IT RESOLVEDAND 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 Supplemental Memorandum of Understandingfor the Extra-Help Representation Unit, and to publish Part 160 with said revisions.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 18th day of June, 2002, by the following vote:

AYES: NOES: ABSENT:	SUPERVISORS SUPERVISORS SUPERVISORS	
		JAN BEAUTZ, Chairperson of the Board
ATTEST: _		
C	Clerk of the Board	
Approved as	s to form:	
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Assistant County Counsel

cc: Auditor-Payroll, Personnel (2), SEIU (3), All Departments