

2.3 The County agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination member reports (with retirements identified), and new hire member reports at no cost to the Union.

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 first pay period of appointment.

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 under the provisions of this Section 2.4.

ARTICLE 3 UNION ACTIVITIES

3.1 STEWARDS

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

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

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 the Representative in accordance with administrative procedures governing such use.

3.6 NOTIFICATIONS

A. Notification of Change in Status.

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. Disciplinary Action.

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. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, or b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments.

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 March 1, 2013, as well as retiree names and addresses on a monthly electronic basis.

D. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall

be given the opportunity to meet and confer with the County prior to its adoption. The impasse procedures shall be in accordance with Government Code Section 3505.

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 shall provide the Union with reasonable written notice and shall 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 shall discuss alternative ways of achieving the County's objectives with the Union.

At least two weeks prior to the issuance of a Request For Proposal (RFP) to contract out work now performed by employees of the General Representation Unit, the County will provide the Union with notice of the County's intent to issue the RFP.

3.7 UNION LEAVE AND TIME OFF

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

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

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

3.8 RELEASE TIME FOR BOARD MEETINGS

Reasonable release time will be granted by the County for a maximum of two SEIU Local 521 officers or their designees to attend Board of Supervisor meetings when the County places items on its Board Agenda that directly relate to SEIU Local 521's wages, hours and working conditions.

Release time shall be made through the Personnel Department by 5:00 p.m. on the Friday preceding the Board meeting.

3.9 RELEASE TIME FOR NEGOTIATIONS

It is agreed upon by the parties that release time shall be provided to elected SEIU 521 bargaining team members during negotiations in accordance with Attachment C, incorporated herein by reference.

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 principle 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.

4.3 AGENCY SHOP

A. Except as provided in Sections 4.4, 4.5 and 4.6 of this Article (Article 4), 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 first 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 (30) 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 (30) calendar days of employment upon proper written notice of the employee within said thirty (30) 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 thirty (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 thirty (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 first 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 forty (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 sixty (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 no 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 (30) calendar days of employment upon proper written notice by the employee within said thirty (30) 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 thirty (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 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 thirty (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 right to revocation until the next appropriate time period.

4.10 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 and all claims, demands, suits including attorney costs 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.

1. 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, gender identity, 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.
2. Article 22.2 C and D sets forth the contractual process for employees aggrieved by alleged violations of Article 6 A1.

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 activities of the Union or providing testimony to any public body including the Board of Supervisors, or exercising their right to refuse to join or participate in the activities of the Union.

ARTICLE 7

PAY 7.1

A. Pay- Article 7.1 Economic Reopener for Fiscal Emergencies

If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiations on any economic issues including but not limited to wages, health benefits, and retirement. Negotiations shall commence within 10 days of notice from the County. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's. The County shall provide notice to the Union 5 days prior to consideration by the Board of Supervisors of a fiscal emergency under this provision.

If a state law is passed to reduce retirement benefits for active employees in this Unit, the parties shall have the right to reopen the economic provisions of the MOU.

B. Cost of Living Increase

1. Effective the pay period beginning September 13, 2014, each step in the salary range for all employees shall be increased by 2%.
2. Effective the pay period beginning September 12, 2015, each step in the salary range for all employees shall be increased by 3%.

C. General Equity Offset Adjustments

1. Effective the pay period beginning September 13, 2014 each step in the salary range for all employees shall be increased by 3.5%, with the exception of job classes specifically applicable only to extra-help and County Peace Officer Safety classes.
2. Effective the pay period beginning September 13, 2014 each step in the salary range for employees in the County Peace Officer Safety classes shall be increased by 2%.
3. Effective the pay period beginning September 12, 2015 each step in the salary range for all employees shall be increased by 3.5%, with the exception of job classes specifically applicable only to extra-help and County Peace Officer Safety classes.
4. Effective the pay period beginning September 12, 2015 each step in the salary range for employees in the County Peace Officer Safety classes shall be increased by 2%.

D. Special Parity Adjustments

5. Effective the pay period beginning September 28, 2013, all employees in the job classification of Nurse Practitioner/Physician's Assistant will receive a parity adjustment of 7.5%.
6. Effective the pay period beginning September 13, 2014, all employees in the Benefit Representative (formerly known as Eligibility Worker) series will receive a parity adjustment of 2%.

7.2 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 of 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:

A. The first step in each salary range is the standard minimum rate and may be the hiring rate for the class.

B. The second step shall 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 an outstanding overall employee performance rating.

C. The third step shall 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 an outstanding overall employee performance rating.

D. The fourth step shall 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 an outstanding overall employee performance rating.

E. The fifth step shall 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 an outstanding overall employee performance rating.

F. The sixth step shall 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 an outstanding overall employee performance rating.

G. The seventh step shall 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 an outstanding overall employee performance rating. For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited-term position and not more than twelve months has elapsed since such lay off, the employee shall receive credit for hours of service previously accrued in the step held when his/her employment ended.

In any case where an employee has been hired at a step above the first step of a particular salary range, the employee shall occupy the step in the range at which hired for a period of 2080 hours of service and thereafter shall be eligible for consideration for a step advancement in the same manner as provided elsewhere in this Article.

7.3 SALARY UPON APPOINTMENT TO HIGHER CLASS

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is closest to 10%.

7.4 LATE EVALUATIONS

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

7.5 EFFECTIVE DATE OF TRANSACTIONS

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 provisions of this Article: original appointments, separations, leaves of absence without pay, return from leave of absence without pay, displacement, work in a higher class appointment, return from work in higher class appointment.

7.6 WORK IN A HIGHER CLASS

In the event of an absence of an employee in a budgeted position that is a result of sick leave, annual leave, compensatory time off, a leave of absence without pay or a vacancy for any reason, a regular employee may be temporarily assigned by the appointing authority to perform a majority of the duties of the position of the absent employee or vacant position, with the prior approval of the Personnel Director. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class:

- A. The employee must meet the employment standards for the higher class;
- B. Appointments shall be for absences or vacancies exceeding forty (40) cumulative hours in any calendar year. No time served in "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class;
- C. All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than sixty (60) days except that one additional temporary appointment for a maximum of sixty (60) days may be authorized by the Personnel Director provided that valid reasons exist to justify the extension. These "Work in a Higher Class" provisions shall not supplant existing Civil Service Rules and County Code provisions with respect to appointments to vacant positions.

**ARTICLE 8 CLOTHING AND TOOL ALLOWANCES AND SALARY
ADJUSTMENTS**

8.1 CLOTHING ALLOWANCE AND SALARY ADJUSTMENTS

A. Employees shall have work uniforms and cleaning as determined necessary by the County provided to them by the County at no cost to the employee. All uniform allowance has ceased and has been converted to wages.

B. The County and Union recognize Title V, Section 404, Payment of Employee's Equipment Damaged or Stolen, of the County Procedures Manual, as a mechanism for reimbursement of other employees for job related damage or destruction of clothing.

ARTICLE 9 RETIREMENT

9.1 RETIREMENT (PERS) - LOCAL MISCELLANEOUS MEMBERS

A. The County contracts with PERS for the Miscellaneous retirement plan.

1. Tier 1 - The County's current contract with CalPERS provides for the 2% at age 55 Retirement Plan formula with benefits based on the employee's single highest year of compensation (FAE1) for employees hired on or before December 16, 2012.
2. Tier 2 - Employees hired between December 17, 2012 and December 31, 2012 shall be subject to the CalPERS 2% at age 60 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 - Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by the Public Employees' Pension Reform Act (PEPRA) shall be subject to the 2% at age 62 CalPERS retirement formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in paragraph 9.1.A.1 (Tier 1) or paragraph 9.1.A.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. In accordance with PEPRA, the County may not "pick up" any portion of the required member contributions of Tier 3 employees. Through September 11, 2015, employees in the Tier 3 CalPERS Miscellaneous retirement plan shall contribute 6.25% or one half of the normal cost of the benefit specified in Article 9.1.A.3., whichever is more. If one half of the normal cost of the Tier 3 benefit increases before that date, the Tier 3 employees' retirement contribution shall also

increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPR. If one half of the normal cost of the Tier 3 benefit decreases before that date, the Tier 3 employees' retirement contribution shall remain at 6.25% and any difference between 6.25% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.

6. Through September 12, 2014, the County shall continue to pay the full employer and employee retirement contribution for employees in the Tier 1 and Tier 2 CalPERS Miscellaneous retirement plans.
7. Effective September 13, 2014, all employees in the Tier 1 and Tier 2 CalPERS Miscellaneous retirement plans shall contribute 3.5% toward the cost of their retirement plan.
8. Effective September 12, 2015, all employees in the Tier 3 CalPERS Miscellaneous retirement plan shall increase their retirement contributions to 7% or one-half of the normal cost of the retirement benefit applicable to these employees, whichever is greater. The employee contribution may include some portion of the employer contribution. If one half of the normal cost of the Tier 3 benefit increases after that date, the Tier 3 employees' retirement contribution shall also increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPR. If one half of the normal cost of the Tier 3 benefit decreases after that date, the Tier 3 employees' retirement contribution shall remain at 7.00% and any difference between 7.00% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.
9. Effective September 12, 2015, all employees in the CalPERS Miscellaneous Tier 1 and Tier 2 retirement plans shall contribute an additional 3.5% (for a total contribution of 7%) toward the cost of their retirement plan.
10. Any employer contribution toward the employee PERS obligation 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 employee pick-up PERS contribution directly instead of it being paid by the employer.

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

The County implemented the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996. Pursuant to Section 414(h)(2), the County will designate any contribution it makes toward the amount that the employee is required to pay for PERS retirement benefits, in accordance with this Article (9.1) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this

process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

9.2 RETIREMENT (PERS) – COUNTY PEACE OFFICER SAFETY MEMBERS

A. The County contracts with PERS for the County Peace Officer Safety retirement plan for the following job classifications:

Group Supervisor I
Group Supervisor II
Senior Group Supervisor
Institutional Supervisor

1. Tier 1 - The County's current contract with CalPERS provides for the 2% at age 50 Retirement Plan Formula with benefits based on the employee's single highest year of compensation (FAE1) for employees hired on or before June 8, 2012.
2. Tier 2 - Employees hired between June 9, 2012 and December 31, 2012, shall be subject to the CalPERS 2% at age 50 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 - Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by PEPRAs shall be subject to the 2.7% at age 57 FAE3 CalPERS retirement formula..
4. Employees hired on or after January 1, 2013 who do not meet PEPRAs definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in paragraph 9.2.A.1 (Tier 1) or paragraph 9.2.A.2 (Tier 2) in accordance with PEPRAs provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. In accordance with PEPRAs, the County may not "pick up" any portion of the required member contributions of employees who meet PEPRAs "new" member definition (Tier 3 employees). . All employees in the Tier 3 Safety retirement plan shall pay 10% or one half of the normal cost of the benefit specified in Article 9.2.A.3., whichever is greater. If one half of the normal cost of the Tier 3 benefit increases, the Tier 3 employees' retirement contribution shall also increase by the same amount so that at all times these

employees are paying at least half the normal cost of their retirement benefit as required by PEPR. If one half of the normal cost of the Tier 3 benefit decreases, the Tier 3 employees' retirement contribution shall remain at 10% and any difference between 10% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.

6. Effective September 13, 2014, all employees in the CalPERS County Peace Officer Tier 1 and Tier 2 retirement plans shall contribute an additional .5% toward the cost of their retirement plan, for a total contribution of 9.5%. The 9.5% includes .5% toward the employer contribution.
7. Effective September 12, 2015, all employees in the CalPERS County Peace Officer Tier 1 and Tier 2 retirement plans shall contribute an additional .5% toward the cost of their retirement plan, for a total contribution of 10%. The 10% includes 1% toward the employer contribution.

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

The County implemented the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996. Pursuant to Section 414(h)(2), the County will designate any contributions it makes toward the amount that the employee is required to pay for PERS retirement benefits, in accordance with this Article (9.2) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

9.3 EMPLOYEE BUY BACK OF MILITARY SERVICE

The County's contract with PERS permits employees to buy back prior military service at the employee's expense.

9.4 EMPLOYEE BUY BACK OF PEACE CORPS AND VISTA SERVICES

The County's contract with PERS permits employees to buy back prior Peace Corps and VISTA service at the employee's expense.

9.5 PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFITS FOR MISCELLANEOUS MEMBERS

The County's contract with PERS allows for the PERS Pre-Retirement Optional Settlement 2 Death Benefit for Miscellaneous members. This contract amendment allows the spouse of a deceased member who was eligible to retire for service at the time of death to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum basic death benefit, this benefit provides a monthly allowance equal to the amount the member would have received had the member retired for service on the date of death and elected Settlement 2, the highest monthly allowance a member can leave a spouse.

ARTICLE 10 INSURANCE BENEFITS

Plan Documents Controlling.

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 10 and the plan document, the plan document for insurances specified below (medical, dental, vision, life) is controlling. Copies of plan documents are available through the Personnel Department.

10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT

CalPERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) health plan. Effective January 1, 2009, the County implemented a Flexible Health Allowance Program. Employees must be enrolled in a CalPERS PEMHCA health plan to participate. Enrollment status in a health plan determines the level of Flexible Health Allowance an employee is eligible to receive.

- A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules, and regulations.
- B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:
 - 1. For calendar year 2013, the County will provide the following monthly benefit contributions for active employees:

CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2013 premium for the lowest cost plan between Blue Shield Access + HMO & Blue Shield Net Value HMO (which calculates to \$636.70) , less the PEMHCA contribution in 1a(1) above.
2. Employee + one dependent = 90% of the 2013 premium for the lowest cost plan between Blue Shield Access + HMO, & Blue Shield Net Value HMO (which calculates to \$1206.38) , less the PEMHCA contribution in 1a(2) above.
3. Employee + two or more dependents = 90% of the 2013 premium for the lowest cost plan between Blue Shield Access + HMO, & Blue Shield Net Value HMO (which calculates to \$1568.30) , less the PEMHCA contribution in 1a(3)above.

2. For calendar year 2014, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2014 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 2a(1) above.
2. Employee + one dependent = 90% of the 2014 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 2a(2) above.
3. Employee + two or more dependents = 90% of the 2014 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 2a(3) above.
4. If rates are greater than a 10% increase, the Union and the County shall meet and confer to discuss options.
5. Active employees, enrolled in a CalPERS health program for calendar year 2014, will receive a one-time payment of \$150.00. This one-time payment will be issued on the pay date of January 24, 2014.

3. For calendar year 2015, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

6. Employee only = 95% of the 2015 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 3a(1) above.
7. Employee + one dependent = 90% of the 2015 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 3a(2) above.

8. Employee + two or more dependents = 90% of the 2015 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 3a(3) above.
9. If rates are greater than a 10% increase, the Union and the County shall meet and confer to discuss options.

4. For calendar year 2016, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2016 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 4a(1) above.
2. Employee + one dependent = 90% of the 2016 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 4a(2) above.
3. Employee + two or more dependents = 90% of the 2016 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 4a(3) above.
4. If rates are greater than a 10% increase, the Union and the County shall meet and confer to discuss options.

C. 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 PEMHCA Program, or any other CalPERS approved County offered alternate medical plan in which they and their dependents are enrolled.

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

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

F. Pre-Tax Dollar Program.

The County will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

G. Survivor Coverage.

Upon the death of an active employee who has dependents covered under a medical plan offered through the County, the County shall provide reimbursement of medical premium costs for five(5) months following the death of the employee for the surviving eligible dependents.

H. Retiree Health Care.

1. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care (PEMHCA) Program and CalPERS regulations.
2. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contributions are as follows:
 - a. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's medical contribution towards retiree health insurance shall be the PEMHCA minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. This amount shall be paid directly to CalPERS. In addition, the County may make a longevity contribution (as defined in H.2. h below) to reimburse retirees or qualifying family members of a deceased annuitant (see section H.3) for a portion of the cost of the health premium deducted from the retiree's pension. Longevity contributions shall be paid directly to the retiree or a qualifying family member of a deceased annuitant (see section H.3) by the County on a monthly basis.
 - b. Effective January 1, 2012 for all employees in this unit who retire on or after January 1, 2012 from the County, the County will make a longevity contribution towards retiree health insurance, which when added to the PEMHCA minimum will total the amount shown in the following longevity schedule (See Attachments E & F):

1. Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum Only.
2. For retirees with 6+ years of County service, each additional year of service above 5 years shall be recognized with a fixed dollar increase per year, as shown on Attachment E and F, to a maximum of \$507 at the age of 55 with 20 years of service for Retiree Only and to a maximum of \$557 at the age of 55 with 20 years of service for Retiree Plus one or more dependents.
3. For retirees with 6+ years of County service, each additional year of service beyond age 55 shall also be recognized with a 5% increase, as shown on Attachment E and F, to a total County Contribution maximum of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
4. Upon the retiree or the qualifying family member of a deceased annuitant (see section H.3) attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMHCA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachment E and F.
5. Effective in any calendar year that the PEMHCA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee at age 55 with 6+ years of service, the longevity schedules (See Attachment E and Attachment F) shall be revised to reset the fixed dollar increase between the years 5-20, thereby ensuring that the provisions of Section 2.b(2) are met.
6. Increases to the County contribution pursuant to Section 2.b(5) shall only apply to retirees with retirement dates on or after the date of said revision(s) to Attachment E and/or Attachment F.
7. Retiree's contributions from County shall remain fixed at the amount determined at the date of their retirement (per Attachment E and F) unless and until, during negotiations, this bargaining unit and the County agree to an increase in the maximum County contribution of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
8. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.
9. Employees who retire under a disability will receive the greater of:
 - a) 300% of the PEMHCA minimum or
 - b) the benefit as determined by the longevity schedule

3. Effective January 1, 2014

The County's contribution to the monthly health premium is calculated based on age at retirement and number of County service years and is available only to County employees in the Classified Service that have attained permanent status as defined in Article 23.1.

One County service year begins on the date of hire to a regular position and extends to one year (12 months) later and each anniversary date after that until termination and retirement.

County service years are unharmed by termination. If an employee leaves County service for any reason and later returns to County service, the number of calendar days from the date of first hire to date of first departure shall be added to the employee's time of County service, for purposes of determining County service points.

When an employee is ready to retire they may request the County to provide them with a document that lists their total County service years. If they disagree with the report, they shall be provided an opportunity to submit information supporting a differing conclusion. If necessary, they may appeal to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

4. The County recognizes the years of service and age of retirement of the retired employee and will provide the retiree's longevity contribution (as defined in Section H.2.b) to a qualifying family member of a deceased retiree for a portion of the cost of the CalPERS health premium deducted from the retiree's pension. A family member is defined under California Public Employees' Retirement Law, §22775. Eligibility for benefits is in accordance with California Public Employees' Retirement Law, § 22819.1.

5. During the second year of this contract the County will make a one-time payment of \$500.00 to each retiree who participates in a CalPERS retiree health program. The Union and the County will meet to determine how the County can offer a one time supplement for retirees in a manner that is acceptable to the parties, does not increase the County's unfunded liabilities, or trigger Other Post Employment Benefits (OPEB) requirements. Implementation of this provision will occur after September 2014 and prior to September 23, 2016, at which time this provision shall become inoperative.

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

10.2 DENTAL CARE

1. The County offers dental plans options through Delta or comparable options: Delta Preferred Option (DPO) is a "fee-for-service" plan. Enrollees may go to any dentist and be reimbursed 80% for basic and preventative services and 50% for major services or enrollees may go to a preferred provider and be reimbursed 100% for basic and preventative services and 60% for major services.
2. DeltaCare (formerly PMI) covers most services at 100%. Enrollees must utilize assigned DeltaCare providers only. This plan offers limited orthodontia coverage.

The County agrees to pay the premiums for eligible employees and their dependents for dental coverage during the term of this agreement. The annual cap under the DPO program is \$1200 per year per enrollee. Employees and dependents must be enrolled in the same dental plan. No cross coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in a County sponsored dental plan.

10.3 VISION PLAN

A. The County agrees to pay the premium for the employee only and to maintain the vision plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

B. The Vision Plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under the vision plan must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year. No cross coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in the County sponsored vision plan.

10.4 DISABILITY INSURANCE

A. Employees in this unit have elected to be enrolled in the State Disability Insurance (SDI) program, which replaces the County provided plan with all costs to be borne by the employee through a payroll deduction. The County costs for administrative shall not exceed \$3000 and the parties agree that any additional administrative costs shall be recovered by the County through a payroll deduction.

10.5 LIFE INSURANCE

The County agrees to maintain and pay the premium for a \$20,000 life insurance plan with AD&D for eligible employees during the term of this agreement. The amount of coverage decreases for employees age seventy (70) and above in accordance with the

terms of the plan document. Employees will be allowed to purchase additional life insurance for up to \$300,000.

10.6 PART-TIME EMPLOYEE INSURANCE BENEFITS

The County agrees to pay for the entire employee coverage for employees who occupy part-time positions (20 hours or more) in the same manner as is provided for regular full-time employees for medical, dental, vision, and life insurance benefits.

10.7 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

“Advance payment” means payment must be received by the Employee Insurance/Benefits Division of the County Personnel Department or postmarked by 5:00 p.m. on 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 postmarked or received by the Employee Insurance/Benefits Division of the County Personnel Department by 5:00 p.m. on the first full working day following the holiday.

A. Employees granted leave of absence without pay of one full pay period or longer must notify the Employee Insurance/Benefits Division of the Personnel Department and make arrangements for payment of insurances in advance. For continuance of medical coverage through PERS, the employee must apply to PERS in advance of the leave of absence without pay. The County and Union agree to abide by CalPERS requirements (Public Employees Retirement Law) as it relates to continuation of insurances. Forms for this purpose are provided through the Personnel Department. The only exception to advance payment is in the case of an emergency beyond control of the employee and where payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, vision and dental insurances. If the employee does not pay for insurance coverage during the leave of absence, he/she is treated like a new employee with regard to determining when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for all insurances 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 one full pay period or longer for any reason, coverage under employee insurances (e.g. medical, life, dental, and vision) 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. Federal Family Medical Leave Act (“FMLA”) or California Family Rights Act (CFRA) Leaves of Absence, hereafter referred to as FMLA/CFRA. See County Form PER1050, “Notice to Employees of Rights Under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).” The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees

on an approved FMLA/CFRA leave of absence without pay as if the employee were working or on paid leave. Employees on an approved FMLA/CFRA leave shall be responsible for their medical premium costs 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/CFRA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (10.7).

Continuation of Employee Insurance Coverage While On Other Medical Leave of Absence (non-FMLA/CFRA Leave). The County's contribution towards the Employee-Only medical, dental, vision and life insurance coverage shall continue during the period of the employee's Other Medical leave of absence without pay.

2. Continuation of Employee Insurance while on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution towards any insurance benefits for themselves or their dependent(s).

The County shall have the right to recover from the employee any contribution amounts unpaid and non-recoverable with regard to employee/dependent coverage through payroll deduction, attachment of wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

10.8 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 dependent's behalf by the County. It is the responsibility of each employee to notify the Employee Insurance Benefits Unit of the Personnel Department upon any enrolled dependent(s) becoming ineligible.

10.9 ENROLLMENT AND RE-ENROLLMENT OF EMPLOYEES AND DEPENDENTS

All employees must enroll in dental, vision, life and long-term disability group insurances provided for employees in the General Representation Unit. Such employees may enroll eligible dependents under the enrollment and eligibility provisions specified in the plan documents for the group dental and vision insurances. Any dependents of an employee must be enrolled in the same dental plan as the employee. Effective each year of this Memorandum of Understanding, the County shall cause an open enrollment to take place in the dental, vision, and alternate medical plans to be scheduled concurrent with PERS medical plan enrollment.

10.10 The County shall meet and confer with the Union prior to making any changes in medical, dental, life, EAP or vision providers or changes to dental and vision summary plan documents during the term of this agreement.

10.11 EMPLOYEE ASSISTANCE PROGRAM

The County provides an Employee Assistance Program through MHN or comparable plan.

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 (4) 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 fifteen (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 mealtime.

ARTICLE 12 OVERTIME

12.1 DEFINITION

Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) 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.

B. Holidays.

1. 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 purposes of computing overtime.

2. Holidays which occur on a day other than the employee's regularly scheduled work day shall not be counted as time worked for purposes of computing overtime.

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

Public Works Maintenance Worker I - IV
Public Works Supervisor
Sanitation Maintenance Worker I - III
Pump Maintenance Mechanic
Disposal Site Maintenance Worker
Heavy Equipment Operator-Disposal Sites
Transfer Truck Driver
Heavy Equipment Mechanic I
Heavy Equipment Mechanic II
Supervising Heavy Equipment Mechanic
Public Works Dispatcher
Heavy Equipment Service Worker
Solid Waste Inspector I/II
Environmental Program Coordinator
Treatment Plant Operator in Training
Treatment Plant Operations Supervisor
Senior Treatment Plant Operator
Lead Heavy Equipment Operator
Cashier-Disposal Site
Accounting Clerical Supervisor – Disposal Site
Electrical Instrumentation Supervisor
Electrical Instrumentation Technician I
Electrical Instrumentation Technician II
Treatment Plant Operator

12.5 Employees shall receive payment for all overtime worked in the amount of one and one-half times their hourly salary rate, except as provided immediately below. Upon the approval of the department head or his/her designee, employees may receive compensatory time for overtime worked in lieu of overtime pay.

Compensatory time shall be compensated at the rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of compensation in cash. However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of eighty (80) hours. (80 hours of compensatory time represents 53.3 hours of overtime work.)

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 time card for that period, and shall not be shown on the time card when any resultant compensatory time is taken off.

12.6 COMPENSATORY TIME

A. If an employee makes a request in writing and gives reasonable advance notice (i.e., at least two weeks in advance) and said time off request does not unduly disrupt the operation of the department, the appointing authority shall grant the request. Departments cannot require employees to take compensatory time off for the purpose of avoiding overtime pay.

B. Employees being appointed to a position in this representation unit from another unit in which they have earned compensatory time must use or be paid off for such compensatory time at the time of their appointment to a position in this representation unit.

12.7 DISTRIBUTION OF OVERTIME

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of overtime. When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

ARTICLE 13 ON-CALL DUTY AND CALL BACK DUTY

13.1 ON-CALL DUTY

A. **Defined.** On-call duty is defined as the requirement by the department for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one hour period. To be assigned on-call duty, an employee must be on a written

on-call departmental 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 time 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. Travel time to the job site shall not be considered time worked.
3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on call pay.

D. Compensation.

1. Effective September 13, 2014 an employee assigned on-call duty shall receive \$3.00 per hour when assigned to be on-call .

E. Union Notification. The County shall notify the Union whenever the County intends to add or remove positions in the bargaining unit from the approved on-call list.

13.2 CALL-BACK

A. Defined. Employees who are ordered to return to their work site or another specified work site by the department head or a designated agent following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (13). Responses to phone calls or performing work at home shall not be considered call-back duty. Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and receives a call canceling a call-back, the two- (2) hour minimum in B, below, shall apply. Such payment shall not be considered for time worked.

B. Compensation. Employees who are called back shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of two (2) hours of overtime compensation shall be allowed for all periods of work less than two (2) hours.

13.3 EMERGENCY RESPONSE - SOCIAL WORK STAFF

A. Pursuant to Welfare and Institutions Code Section 16501 et seq., an incumbent in a position in the social worker and social work supervisor class series in the Human Services Division may be scheduled by the department head or a designated agent to be available and respond immediately to emergencies after normal hours of operation and be compensated as follows:

1. When scheduled to respond immediately to emergencies after normal hours of operation, the employee shall be compensated at the rate of \$5.75 per hour, or the Federal hourly minimum wage whichever, is greater, of assigned duty and such time when the employee is available to respond shall be considered time worked.
2. When responding to an emergency in accordance with these provisions, either by phone or in person, the employee shall be paid for actual time worked at his/her regular hourly rate of pay.
3. Time worked under (1) and (2) immediately above shall count towards overtime.

B. Employees subject to this provision (13.3) shall be excluded from the provisions of 13.1 (On-Call Duty) and 13.2 (Call-Back).

ARTICLE 14 DIFFERENTIALS

The payment of differentials is assignment based.

14.1 APPLICATION

- A. Any of the differentials in parts 14.2 through 14.10 of this Article shall be paid on all time in a paid status.
- B. Any of the differentials in parts 14.2 through 14.10 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 DIFFERENTIAL

A. Swing Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and 12:00 a.m. as a regular work assignment shall be paid a rate of \$1.00/hour above their hourly salary rate for a swing shift differential. Effective September 27, 2014, the rate shall be \$1.50/hour above the salary rate.

B. Graveyard Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 12:00 a.m. and 8:00 a.m. as a regular work assignment shall be paid a rate of \$1.10/hour above their hourly salary rate for a graveyard shift differential. Effective September 27, 2014, the rate shall be \$1.65/hour above the salary rate.

C. Corridor Application. The predominant number of hours scheduled in a shift determine the differential to be paid and the entire shift is to be paid at the appropriate shift differential. If equal hours are worked in each of the shift periods then the higher shift differential will be paid. If a split shift is worked where an individual works four (4) hours and then is off for a period of time and then returns to complete the four (4) hours, then the criteria of eight (8) consecutive hours has not been met and there is no eligibility for the differential.

14.3 BILINGUAL PAY DIFFERENTIAL

A. The County shall provide bilingual payment of an additional \$0.50 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level One and the employee is certified as qualified at Level One, by the County Personnel Director. Effective September 27, 2014, the rate shall be \$1.00 per hour above the base hourly rate.

The County shall provide bilingual payment of an additional \$0.85 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director. Effective September 27, 2014, the rate shall be \$1.35 per hour above the base hourly rate.

"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 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.

14.4 MORGUE CLEANING ALLOWANCE

One employee in the class of Custodian shall receive a differential of \$0.75 per hour over his/her base hourly rate when assigned to clean the County morgue for a full work period. The assignment may be changed among employees from work period to work period, but only one person shall receive the differential within a work period. (A work period is a period of seven consecutive 24 hours, or 168 consecutive hours.)

14.5 DETENTION DIFFERENTIAL

A. Except as specified in B, immediately below, a Detention Differential for certain employees was abolished effective October 18, 1991 and a \$0.50 an hour increase was included in the base hourly salary step for the following classes effective October 19, 1991:

Cook
Head Cook
Detention LVN
Detention RN
Detention Nurse Supervisor

B. Employees in classes not listed above who were receiving the Detention Differential on October 18, 1991 shall receive the \$0.50 per hour differential until such time as they leave their current assignment within the Santa Cruz County Jail. The employee is the incumbent of Clerk II position BA6-012 in HSA.

14.6 LONGEVITY DIFFERENTIAL

A. Prior to July 12, 1997: Employees who have completed 62,401 of County Service Hours shall be paid a Longevity Differential of 3.0% of their base hourly rate.

B. On and After July 12, 1997: Employees who have completed 52,000 hours (equivalent to approximately 25 years of full-time employment) shall be paid a Longevity Differential of 3.0% of their base hourly rate.

14.7 DETENTION NURSING DIFFERENTIAL

A. Evening Shift.

Employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 5:00 p.m. and 11:00 p.m. as a regular work assignment, shall be paid an additional \$2.00 per hour above their regular hourly rate as an evening shift differential.

B. Night Shift (Graveyard).

Employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 11:00 p.m. and 7:00 a.m. as a regular work assignment, shall be paid an additional \$4.00 per hour above their regular hourly rate as a night shift differential.

14.8 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 Director 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.

14.9 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 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.

14.10 DUAL CLINICAL LAB SCIENTIST LICENSE AND MICROBIOLOGIST CERTIFICATE

Eligible employees in a budgeted position who have and maintain a dual Clinical Lab Scientist License and Microbiologist Certificate will receive a differential of 5.0% above their regular rate.

ARTICLE 15 OTHER COMPENSATION PROVISIONS

15.1 AUTOMOBILE MILEAGE REIMBURSEMENT

A. The County agrees to reimburse employees for authorized use of their private automobiles at the Internal Revenue Service maximum allowable rate as confirmed by the Auditor-Controller.

B. Changes to the above 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.

15.2 REIMBURSEMENT FOR PROPERTY DAMAGE

In the event that an employee, required by his/her department head to use a private automobile on County business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding \$150.00 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Effective September 11, 2013, the maximum reimbursement available shall be increased to \$1,000.00.

15.3 REIMBURSEMENT FOR LICENSES OR CERTIFICATES

Employees may be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

- A. Licenses and certificates covered must be required by Federal, State or County laws or by class specifications. Fees for California drivers licenses shall not be reimbursed under these provisions; provided, however, that reimbursement shall be provided for Class A and B license fees, where such licenses are required by class specification.
- B. Maximum reimbursement shall be \$600 per calendar year, commencing January 1, 2000, except as provided in paragraph C, immediately below.
- C. Reimbursement shall only apply to fees paid by the employee during the calendar year, with such reimbursement to commence January 1, 2000. No reimbursement shall be made for fees of less than \$5. Employees shall not be reimbursed for the same license/certificate under this Article (15.3) and Article 25.
- D. Should the County require any licenses or certificates covered by Federal, State, or County laws or by class specifications above \$600 per calendar year the County will agree to meet and confer.

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 (10) 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 (2) 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 (2) hours before the beginning of the regular work day and ends at least two (2) hours after the ending of the regular work day; or
2. At least twelve (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 (2) hours after the ending of the regular work day; or
2. At least eight (8) consecutive hours of emergency work is required on any non-workday, two (2) of which fall after the ending of the employee's regular work-day.

ARTICLE 16 PAID LEAVE

16.1 HOLIDAYS

A. Holidays Specified

The following are Holidays which apply for eligible General Representation Unit employees:

1. January 1 - New Year's Day
2. The third Monday in January, known as "Martin Luther King Jr. Day"
3. The third Monday in February, known as "Presidents' Day"
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4 - Independence Day
7. The first Monday in September, known as "Labor Day"
8. The second Monday in October, known as "Columbus Day"
9. November 11, known as "Veterans Day"

10. The Thursday in November appointed as "Thanksgiving Day"
11. The Friday in November - the day after Thanksgiving Day
12. Half day on December 24 - "Christmas Eve"
13. December 25 - "Christmas".

If January 1, March 31, 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 Santa Cruz 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.

B. Special Holiday Compensation

1. Employees who are in budgeted positions and who are required to work on Thanksgiving Day and/or December 25 shall receive, in addition to holiday pay, one and one-half of their regular hourly rate for all hours worked on these days.
2. Eligible employees who are required to work on the last Monday in May, July 4, and/or the first Monday in September shall receive, in addition to holiday pay, one and one-half their regular hourly rate for all hours worked on these days. Employees eligible for this provision are those in budgeted positions: regularly assigned to disposal sites in Public Works; in the Parks, Open Spaces and Cultural Services Department; in the classes of Cook or Sheriff's Records Clerk.
3. Employees to which these special holiday compensation provisions apply shall not receive another day off in lieu of holiday pay.
4. An employee who is called back to work on the holidays specified above in A and B shall be compensated in accordance with these provisions, notwithstanding the provisions of Article 13.2.

C. General Provisions

1. Compensation

- a. When a holiday falls on an employee's regular workday, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave.
- b. When a holiday falls on a day other than the employee's regularly scheduled work day, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave; or, the employee may be allowed to take an equal amount of time

off work on a work day in the same work period as holiday leave in lieu of the holiday.

2. Non-Standard Work Schedule.

Employees whose weekly work schedule is different from a standard 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.

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., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

4. During Paid Leave.

A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

5. Not Applicable to Overtime.

Holiday leave shall not count as hours worked for purposes of overtime, unless otherwise specifically provided in this Agreement. (See Article 12.)

6. Holiday Compensation - Part-Time Employees.

Employees in part-time positions shall receive holiday compensation as follows:

a. 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 hours of holiday compensation for a holiday occurring during the work week).

b. 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.

c. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on

his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

16.2 ANNUAL LEAVE

A. Eligibility

Annual leave benefits shall only be provided to those employees in classes assigned to the General Representation Unit. Such annual leave benefits shall be provided in accordance with the following:

1. Full-time Employees.

Each employee in a full-time position shall be eligible to receive annual leave after the completion of 1040 hours of service from date of original appointment to a budgeted position. No annual leave shall accrue or be available to the employee prior to the completion of the required 1040 hours.

2. Part-time Employees.

Each employee in a part-time position shall be eligible to receive annual leave after completing hours of service equivalent to six (6) months; provided, however, that the six (6) months of service shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26). No annual leave shall accrue or be available to the employee prior to the completion of the hours of service equivalent to six (6) months.

3. 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 eligibility for annual leave.

4. Employees Reappointed from Layoff.

Employees who are laid off from a budgeted position and then reappointed within a period of twenty-four (24) months of layoff shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for annual leave.

5. Reinstated Employees.

Employees granted reinstatement within a period of twenty-four (24) months following resignation shall be considered as a new employee for purposes of annual leave unless the reinstatement follows layoff from a budgeted position.

B. Annual Leave Allowance

1. Employees Reappointed from Layoff (Within 24 months).

- a. Hours of service completed during prior employment with the County by reappointed employees shall be used in determining the annual leave accrual rate.
- b. Employees in budgeted positions who were not eligible for annual leave at the time of layoff shall, upon reappointment, be credited with hours of service accrued prior to layoff for purposes of determining the annual leave accrual rate.
- c. Payoff of unused annual leave at the time of layoff eliminates all earned annual accrued to employees.

2. Accruals

- a. Eligible full-time employees shall be credited with approximately 88 hours of annual leave upon completion of 1040 hours of service.
- b. Eligible part-time employees shall be credited with annual leave on a prorated basis proportionate to the authorized hours of their positions, upon completion of the required hours of service under subsection 16.2 A 2 of this section.
- c. Thereafter, each eligible part-time and full-time employee shall accumulate annual leave for each subsequent completed hour of service:
 - 1040-10,400 hours of service (approximately 6 months through 4 years); .0846 hours per hour of service (approximately 22 days per year of service).
 - 10,401-20,800 hours of service (approximately 5 through 9 years); .1038 hours per hour of service (approximately 27 days per year of service).
 - 20,801-31,200 hours of service (approximately 10 through 14 years); .1231 hours per hour of service (approximately 32 days per year of service).
 - 31,201 hours of service and over (approximately 15 years and over); .1423 hours per hour of service (approximately 37 days per year of service).

C. Conditions and Limitations on Use

1. Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

2. Accruals.

Employees receiving annual leave accruals shall not accrue vacation or sick leave benefits.

a. Vacation Accruals.

Any balance of vacation hours accrued to an employee in the General Representation Unit as of midnight of July 20, 1979, shall be added to annual leave and such hours shall be subject to the conditions outlined herein for annual leave.

b. Sick Leave Accruals.

Any balance of sick leave accrued to an employee in the General Representation Unit as of midnight on July 20, 1979 shall be retained as a sick leave credit for use in the case of a bona fide illness of the employee and subject to provisions as outlined in the Salary, Compensation and Leave Provisions of the County Personnel Practices, Subsection 166.4, "Sick Leave". For those who terminate employment after the July 20, 1979 date with a sick leave balance remaining to their credit, the provisions as outlined in Subsection 166.4 paragraph F, "Conversion of Sick Leave Upon Separation" shall apply.

3. Employee Illness.

Annual leave with pay can be used in the case of a bona fide illness or incapacity of the employee upon the approval of the department head. 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 due to illness or incapacity of the employee. Any employee who is a member of a bona fide religion, body or sect which has historically held objections to medical science and practices may appeal the requirement to the County Administrative Officer. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

a. Care of Immediate Family Member.

An employee may be granted permission to use annual leave in order that he/she may care for a sick or injured member of his/her immediate family

requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. Immediate family shall mean son or daughter including variation of step or foster, spouse or domestic partner, parents, grandparents, grandchild, brother or sister of the employee or any person living in the immediate household of the employee.

b. Employees shall be granted permission to use accrued annual leave to attend to the illness of a child, parent, spouse or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of annual leave as sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or her child, parent, spouse or domestic partner. As used in this paragraph: "child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

4. Time for Annual Leave.

The scheduling of annual leave shall be determined by the appointing authority after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave (Form PER1082) within twenty-one (21) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial. It is understood that the criteria used by departments to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit. Beginning December 12, 1991, each County department will provide employees in this representation unit with written criteria by which that the department prioritizes annual leave requests. The scheduling of annual leave requests shall not be capricious or arbitrary.

5. Maximum Accrual.

Annual leave credit may only be accumulated to a limit of two and one-half (2 1/2) times the number of annual leave hours being earned.

6. Increments.

Department heads may allow employees to take annual leave time off in increments as small as .01 hours.

7. No Loss of Credits.

No department head shall cause an employee to lose earned annual leave credits. It shall be a shared responsibility of the employee and supervisor to ensure that

the parties coordinate the scheduled time off. It is the responsibility of the operating department to notify the employee when they are within four (4) pay periods of reaching their maximum vacation accruals, and it is the responsibility of the employee to request time off in order to avoid loss of accruals. Requests for time off shall be made in accordance with Article 16.2 C.4.

8. Donations to Voluntary Time Bank.

All employees covered by this agreement may voluntarily participate in the following County of Santa Cruz voluntary time bank programs, provided the conditions of the County Policy are met: Voluntary Time Bank for Catastrophic Illness or Injury; Voluntary Time Bank for a Continuing Catastrophic Illness or Injury; Voluntary Time Bank for Natural Disasters; Voluntary Time Bank established for an employee who must settle family affairs resulting from the death of an immediate family member. It is understood that participation in this program is voluntary.

9. No Duplication with Workers' Compensation or State Disability Insurance (SDI/PFL)

Accrued annual 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.

Accrued annual leave may be prorated to add to SDI/PFL temporary disability benefits. Employees on SDI/PFL who choose to integrate their accrued annual leave must use a minimum of 30 hours a pay period, prorated for part-time workers, so long as this does not cause the employee to exceed their normal pay.

D. Annual Leave Payoff Upon Separation.

Full-time and part-time employees who are eligible for annual leave under subsection 16.2 A of this section shall be paid the monetary value of any earned annual leave to their credit at the time they separate from County service. Payoff of unused annual leave upon separation eliminates all earned annual leave accrued to employees.

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 transfer interviews 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 (2) hours at the time of donating and for the purpose of donating blood.

D. Natural Disaster

In the event of a natural disaster or equivalent event for which the Board of Supervisors or County Administrative Officer deems it necessary to temporarily close an affected County facility, the County Administrative Officer shall authorize pay for time not

worked by employees in this unit subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight (8) Hours - 1 hour for each scheduled hour missed

Second Eight (8) Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Third Eight (8) Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Additional Hours - No compensation, except employee may use paid time off (i.e., annual leave, vacation, any compensatory time balance remaining)

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, he/she shall receive his/her hourly salary rate for regularly scheduled work hours each working day when disabled during the three (3) day waiting period provided by the California Workers' Compensation Act.

F. Bereavement Leave

Employees shall be granted bereavement leave with pay by his/her appointing authority in the case of the death of the following family members:

- the parents of the employee,
- the employee's spouse/domestic partner,
- the parent's of the employee's spouse/ domestic partner,
- the step-parents of the employee and/or employee's spouse/domestic partner,
- the grandparents of the employee,
- and the brother and/or sister of the spouse/domestic partner of the employee.

Also included are the sister and brother of the employee; children, grandchildren, stepchildren and adopted children of the employee and/or spouse/domestic partner. Family members listed above pertaining to the employee's 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 within California. Such leave shall be limited to five (5) days per occurrence for death occurring outside of California if the employee will travel out of state. Such leave shall be limited to three (3) days per occurrence for death occurring outside of California if the employee will not travel out of

state. One “day” of bereavement leave as used in this Article shall be equivalent to eight hours for full-time employees, and shall be pro-rated for part-time employees.

ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY

17.1 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 (except as provided in Article 3.7 of this Memorandum of Understanding). The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary. Employees in this unit are covered under State Disability Insurance and Paid Family Leave through the State of California. The County and Union agree to abide by Federal and State laws as they pertain to FMLA, CFRA, and FEHA.

17.2 DEPARTMENTAL LEAVE OF ABSENCE WITHOUT PAY UP THROUGH 160 WORKING HOURS

A departmental leave of absence without pay shall not exceed 160 working hours (prorated for part-time employees).

A. Eligibility

1. 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 educational advancement or training of the employee for their position or career in County service, for cases of extended illness for which sick leave is not available, or in the event of urgent personal affairs that require the full attention of the employee.

2. Probationary or 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, or as may be required under Federal or State Family Leave Acts.

17.3 LEAVES OF ABSENCE WITHOUT PAY WHICH EXCEED 160 WORKING HOURS

Employees may be granted a leave of absence without pay in excess of 160 hours in accordance with paragraphs A (1) and (2) of subsection 17.2 of this section subject to prior approval of the Personnel Director (prorated for part-time employees). The maximum period of leave of absence without pay is one (1) year, pursuant to Civil Service Rule XI B.

17.4 RIGHT OF RETURN

A. Permanent Employees.

The granting of leave of absence without pay to an employee who has permanent status in their present class guarantees the right of their return to a position in the same class in his/her department at its expiration, or at an earlier date after mutual consideration of the employee's request and the administrative requirements.

B. 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, except as may be required under Federal and State Family Leave Acts.

17.5 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.

17.6 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS

During any unpaid period of leave, except for the first 152 working hours, an employee will not accrue service hours for purposes of step advancement, probationary period, or County service hours, except as may be required by Worker's Compensation provisions. Similarly, no paid leave (e.g. vacation, annual leave, sick leave, administrative leave) will accrue during any leave of absence without pay except as may be required by Worker's Compensation provisions.

17.7 PREGNANCY DISABILITY LEAVE

California law and the County's Personnel Regulations, Section 150, "Santa Cruz County Maternity Leave Policy" provide that the County will grant female employees a Pregnancy Disability leave of absence (paid or unpaid) for a minimum of six (6) weeks on account of normal pregnancy, and a maximum of four months for disabilities arising from pregnancy, childbirth or related medical conditions. Such leave is available only when the employee is disabled from work due to pregnancy. These provisions apply to all

employees, regardless of status (e.g., provisional, probationary, permanent, non-civil service).

Pregnancy disability leave requires a physician's statement (PER1081A form) certifying that the employee is unable to perform the essential duties of her position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis. It is the responsibility of the employee to request leaves in advance in accordance with the Personnel Regulations of the County of Santa Cruz. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

Medical leave in excess of four months on account of complications from pregnancy or childbirth, which result in the disability of the affected employee, may be granted at the discretion of the appointing authority and with the approval of the Personnel Director. While the granting of such leave is discretionary, departments should monitor any denials of such leave to ensure that similarly situated employees are treated in a like manner within the unit or department.

After the period of Pregnancy Disability Leave, employees seeking additional leave to care for a newly born or adopted child must request leave of absence under FMLA/CFRA, or the Personal/Educational leave of absence policies.

17.8 PARENTAL LEAVE - PERSONAL LEAVE (For employees who are NOT eligible for leave under FMLA/CFRA)

Personal leave (including accrued paid leave such as vacation or annual leave, and leave of absence without pay) associated with maternity, paternity, or adoption may be granted at the discretion of the appointing authority in accordance with provisions governing such leave in Section 160 of the Personnel Regulations. A reasonable period of personal leave connected with maternity, paternity, or adoption is two (2) months.

A. For pregnancy/childbirth, this two (2) month period would include any requested time off which does not meet the pregnancy disability requirements stated above (including any time taken off prior to birth when the pregnant employee is not disabled, as well as time taken off by the employee after the disability period).

B. For the father of a new born child or for the parent(s) of a newly adopted child, this two (2) month period includes any time taken off from the date of birth or adoption. Additional personal leave related to maternity, paternity, or adoption may be granted at the discretion of the appointing authority. Departments may require documentation to support a request for personal leave for paternal reasons.

C. Employees in this unit are covered under State Disability Insurance and Paid Family Leave through the State of California.

17.9 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY

To ensure continuation of insurance benefits, employees must notify the Employee Insurance/Benefits Division of the County Personnel Department when granted a leave of absence without pay in excess of one pay period. (See Article 10.7).

17.10 LIMITATIONS ON USE

A. Comp Time: Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay, except that comp time shall be permitted to be integrated with State Disability Insurance.

B. Annual Leave: In case of their own illness, employees must use annual leave through the end of any disability waiting period. The County permits but does not require employees to continue use of annual leave beyond the waiting period during their own illness. Employees are required to use annual leave to care for a family member. The County permits but does not require employees to use annual leave during a period of non-disability leave in connection with the birth, adoption or foster care of a child.

C. Specific beginning and ending dates must be identified for any leave without pay.

D. Paid leave shall not be used, received or earned for any period of leave of absence without pay, except as provided for in the County Time Bank Policy.

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

No adverse action of any kind shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the department as a basis for substantiating the action shall be provided to the employee. "Adverse action" is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment. An employee may

file a written response to any written reprimand entered in his/her personnel file. Such written response shall be attached to, and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the appointing authority regarding the reprimand, together with a representative of his/her choice. Nothing in this section shall be construed to modify County Code or Civil Service Rule provisions regarding disciplinary actions (i.e., dismissal, suspension and demotion).

19.2 ALTERNATE DISCIPLINARY APPEAL

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

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

B. The arbitration for disciplinary actions will use arbitrators from State Mediation and Conciliation Service that are mutually selected by the County and Union. The arbitrator for each disciplinary hearing will be selected by random method from the list provided by State Mediation and Conciliation.

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

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

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

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.

19.5 EVALUATION

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

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

Evaluations presented after thirty (30) calendar days of the due date with an overall “meets standard” rating that includes substandard comments may be reviewed by the Personnel Director. The Personnel Director’s review is limited to whether or not the evaluation contains the required documentation and specific recommendations required herein or fails to adhere to the Civil Service Rules. The timeline and process for the review shall follow the steps for a negative evaluation as outlined in the Civil Service Rules. Pursuant to Civil Service Rule 130.X.E.5, the Personnel Director’s decision is final and binding.

An employee may designate a representative for the purpose of assisting or advocating the right of the employee pursuant to an appeal of an evaluation. Only one (1) original and two (2) copies of an employee evaluation shall be made. The employee shall receive one copy, the department shall retain one copy, and the original shall be forwarded to the County Personnel Department for inclusion in the employee's personnel file. However, the employee's supervisor may also retain a copy of the most recent evaluation provided such evaluation is maintained in confidence. Employee appeal rights and appeal process shall be printed on the evaluation form.

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 the County agree that it is in the best interest of all concerned to provide a safe and healthy working environment. The County shall abide by all health and safety standards established by the California State Department of Industrial Relations, Division of Occupational Safety and Health, 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:

A. Employees shall report health or safety hazards to their immediate supervisor. Under no circumstances shall there be retaliation, harassment, or intimidation of any worker for any reporting of any possible health or safety hazard, or for any request for an ergonomic evaluation.

B. In the event of a reported workplace hazard, the immediate supervisor shall notify the County Safety Officer for possible guidance/advisement and issue tracking. If the immediate supervisor is unable to abate the hazard promptly, the matter shall be referred to the department head or designee who within 14 calendar days will meet with the employee and the immediate supervisor regarding the matter.

parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four (4) hours of release time per month shall be granted for two (2) bargaining unit employees for work on classification actions.

B. On a first come, first served basis, up to thirty (30) unit employees may submit requests for classification review of their positions during the month of January of each year directly to the Personnel Department. A completed position description form (PDF) shall accompany each employee's request. The PDF should highlight and describe in detail those duties which the employee believes are beyond the scope of his/her current class specifications. After consulting with the employee's appointing authority (Department Head or designee), the Personnel Department shall provide a detailed explanation including the reasons for any denials if an employee is denied. Within four (4) weeks of receipt of the PDF, the Personnel Department will inform the employee in writing when his/her study is scheduled. The study will be completed and the results implemented within one (1) year of the date the PDF was received in the Personnel Department. The Personnel Department shall provide a written report outlining the reasons for approval or denial of the classification request. The employee's request for a classification study does not require the approval of the employee's supervisor.

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.

21.3 SALARY PROTECTION

A. Overfill Status

When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent shall retain the salary of his/her former class by being placed in an overfill status for a period not to exceed five (5) 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 an 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. 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 (3) offers of employment in the former class in other departments; or
 3. At the termination of a five (5) 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 his/her salary in the overfill class or 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 his/her current salary rate in the former class for a period of two (2) years or until any step within the salary range or 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 (2) 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.

21.4 CLASSIFICATION STUDY

- A. Upon ratification and prior to March 14, 2014, the parties agree to meet and confer for the purpose of reviewing the existing IT classification study, modifying and/or revising specifications related to the study if necessary, including but not limited to the salary study. If a meet and confer process results in a final implementation plan, the results of the study will be implemented in a manner that is equitable between bargaining units.

ARTICLE 22 GRIEVANCE PROCEDURE

22.1 The County and Union recognize that 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. The parties encourage the prompt settlement of grievances. 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 General Representation Unit, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

22.2 DEFINITION

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

1. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment, except as provided for in subsections 22.2 B, C, D and E below.
2. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the General 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, minute order or this Memorandum of Understanding.
2. Dismissals, suspension, or reduction in rank or classification (appeal process through Civil Service).
3. Probationary dismissals upon original appointment.
4. Content of performance evaluations.
5. Leaves of Absence, Article 17.2-5.
6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code (appeal process through Civil Service).

- 7. Complaints regarding occupational health and safety or the applicable procedures for such complaints (report to appropriate State or Federal agency).
 - 8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
- C. Alleged violations of Article 6A.1 (anti-discrimination) are arbitrable; provided that and subject to the following: The employee must utilize the County's EEO process as a condition precedent to arbitration, and the matter shall not be ripe for arbitration until the EEO claim is resolved at the last level within the County (i.e., after appeal to the County Administrative Office). See Personnel Regulation Section 192. Employees may appeal and request arbitration of the County Administrative Officer's decision on harassment and/or discrimination complaints within seven (7) calendar days in writing to the Personnel Director. Arbitration after compliance with the County's internal EEO process and in compliance with Article 22.5B.4 will be final and binding.
 - D. With the exception of the provisions regarding arbitration of discrimination matters specified in subsection C, the exclusions from the grievance procedure specified in Article 22.2B remain unchanged, are in full force and effect, and are not grievable or arbitrable.
 - E. Allegations that the County's actions on any excluded matter (Article 22.2B) were based on discriminatory intent does not render the matter grievable or arbitrable under Article 6, Article 22.2C or any other provision of the MOU.

22.3 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.

22.4 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. The time limits set forth in this Article (Article 22) are essential to the grievance procedure and shall be strictly observed.

1. Failure of the employee(s) or Union to file a grievance within the required time limits at Step 1 shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any subsequent step shall result in an automatic advancement of the grievance to the next step.

2. Time limits specified in the processing of grievances may be waived by mutual written agreement.

C. In no event shall any grievance include a claim for money relief for more than a ninety (90) day period prior to filing of the grievance. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected employee and the specific relief to be afforded to each.

D. 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.

E. No hearing officer shall entertain, or make findings of fact or recommend on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in this Article.

22.5 PROCEDURE

A. Informal

Employees are encouraged to act promptly through an informal meeting with their immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other resolution, rule or ordinance.

B. Formal

1. STEP 1

Within thirty (30) calendar days of occurrence or 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 Employee 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.

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 representative. A reasonable amount of time will be granted the employee and representative to handle the initial investigation and processing of the grievance. The representative 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 thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the department head or designee shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2

If the aggrieved is not satisfied with the first step decision, he/she 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. Unless mutually waived, the Personnel Director or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3

The decision(s) of the Personnel Director may be appealed within fourteen (14) 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 hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

a. Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.

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. At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer.

d. 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 a decision within fifteen (15) calendar days of the conclusion of the hearing.

e. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Board of Supervisors, State law, or written rule.

f. The decision of the hearing officer shall be final and binding upon the parties.

ARTICLE 23 LAYOFF PROVISIONS

23.1 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 for County employees.

B. Permanent: The term "permanent" (including "permanent status") encompasses the purpose below for this Article (23) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

C. Probationary: The term "probationary" (including "probationary status") encompasses the purpose below for this Article (23) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

23.2 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.

23.3 ALLEVIATING IMPACT OF LAYOFFS

The purpose of the Advance Enrollment Voluntary Time Off with Accrual Program (AVTO) is to prevent layoffs within the County of Santa Cruz. In the event that the Board of Supervisors determines that layoffs are necessary, the Board will authorize the usage of the AVTO Program for the fiscal year within departments. See Attachment F for guidelines and restrictions.

23.4 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 for the County.

23.5 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 for the County.

23.6 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.
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;

E. Permanent employees shall be laid off last in reverse order of seniority as defined below in 23.8.

23.7 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 except as specified in section 23.7.A, below.) 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 positions 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 23.8.

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 (2) or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

A. An employee may displace to a higher class in which the employee previously held permanent status only if, at the time that the employee left that class, it was equal to or lower than the employee's current class, but the pay scale for the former class was subsequently increased to make it a higher class. This provision does not apply if the employee voluntarily or involuntarily demoted from the previously held higher class.

23.8 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 as defined in 23.1, above.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one seniority point for each full eighty (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 (2) 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 (2) 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.

23.9 OPPORTUNITY FOR EMPLOYEE REVIEW

To the extent possible under Civil Service Rules, employees should not lose their seniority credit under this Article because classes have been revised, established, abolished or retitled. All employees shall be provided an opportunity, through their employing department, to review the record of service for which they have been given seniority credit.

Such records of service shall be made available to the employee no later than April 15 of each year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established,

abolished or retitled classes may be appealed to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

23.10 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 Countywide Reemployment List as a block 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 14.3. If there is no departmental reemployment list, the order of certification shall be: (1) County-wide Overfill List; (2) County-wide Reemployment List; and (3) other employment lists as specified in Civil Service Rule VI.B.2.

B. 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 Countywide Overfill Lists for that class to the other department(s). If there is no Countywide Overfill List for the class, the next list to be certified shall be the Countywide Reemployment List. Names on such a Countywide Reemployment List shall be certified together as a block in no particular order. A department may request selective certification of bilingually qualified employees from a Countywide Overfill List for a vacant position that is designated as bilingual pursuant to Article 14.3. If there is no County-wide Overfill List, the order of certification shall be:

1. Countywide 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. Twenty-four (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.

23.11 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 employees 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 for 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.

23.12 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 23), 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.

23.13 PRIOR ALTERNATIVE MERIT EMPLOYMENT SYSTEM EMPLOYEES

In the event of the abolishment of the Alternative Merit Employment System and inclusion of positions in that system in the classified service, employees who held budgeted positions excluded from the classified service while in the Alternative Merit Employment System shall have their service in such positions count as if it were service in the classified service for purposes of layoff only.

Departmental Reemployment Lists established in the event of and prior to the abolishment of the Alternative Merit Employment System shall be maintained separately for a department.

23.14 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 (6) 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 (6) 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 specifies the class in which he/she wishes to have permanent status for purposes of layoff applied, and the appointing authority concurs with C, above. The appointing authority's concurrence relates to the facts of the situation.
- E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two (2) classes was continuous and uninterrupted, and that the two (2) classes are in the same class series.

23.15 IMPLEMENTATION

The change in the provision of Article 23.8.B from the previous Memorandum with respect to leaves of absence which exceed 152 consecutive hours shall be made effective December 3, 1983. The provision (last paragraph) in Article 23.8 with respect to seniority credits in the lower class being applied to a higher class shall be made effective December 3, 1983.

ARTICLE 24 JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO

The County acknowledges that there may be benefits both to the employer and employee in the application of job sharing, voluntary time off (VTO), and part-time employment or flexible work hours for employees. The County agrees to consider the feasibility of additional implementation of job sharing, part-time work or flexible hours in individual departments as specified below:

- A. The Union and the County agree to consult on job sharing, part-time, and flex-time requests by employees during the period November through February of each contract year.
- B. The Union shall make prompt request to consult and specify matter(s) to be discussed and provide reasons for the request. The department shall respond promptly, meet at the earliest mutually agreeable date, make reasonable efforts to attempt to reach agreement and provide reasons for their decision if denied.
- C. Should agreement not be reached, the Personnel Department will work with both parties to resolve the matter. If after thirty (30) days the matter cannot be resolved it shall be dropped for a twelve- (12) month period.
- D. The parties may mutually agree to accelerate or extend the time limits of this Article.
- E. The County agrees that denials of requests shall not be arbitrary or capricious.

ARTICLE 25 TRAINING AND PROMOTIONAL OPPORTUNITIES

25.1 TRAINING TASK FORCE & TUITION REIMBURSEMENT

A. The County and the Union recognize the importance of training programs and the development of career ladders, and encouraging promotions. The County and the Union agree to a Labor-Management Training Task Force. Such task force will have four (4) representatives from the General Representation Unit and one (1) SEIU staff person for a maximum of five (5) representatives. The task force shall meet quarterly, or more frequently by mutual agreement. The scope of the task force shall be:

1. Developing training courses to assist employees in improving work skills;
2. Reviewing in-house training programs for promotional opportunities;
3. Establishing programs that will assist individual employees with clarifying career paths within the County service;
4. Establishing programs that will both identify and assist employees in overcoming barriers to career advancement; and
5. Discuss and make recommendations to the Personnel Department regarding ways to improve upward mobility and promotional opportunities for current County employees.

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

1. Maximum reimbursement for employees in the class of Building Permit Technician I, Building Permit Technician II, Senior Building Permit Technician, and Building Counter Supervisor for ICC certificates, and for employees in the classes of Accountant I, Accountant II, Accountant III, Accounting Analyst, and Auditor I, Auditor II, Auditor III, and Auditor IV for Certified Public Accountant certificates shall be \$200 per calendar year. Reimbursement shall only apply to fees paid by the employee during the calendar year in which reimbursement is received. No reimbursement shall be made for fees of less than \$5.
2. Extra Help Employees in the classes of Lifeguard, Head Lifeguard, Aquatic Aide, Recreation Program Specialist, Recreation Coordinator, Recreation Supervisor, Park Service Officer, and Park Recreation Cultural Worker I-IV are eligible to request reimbursement for licenses and certificates pursuant to this section.
3. Employees shall not be reimbursed under both this provision and the provisions of Article 15.3.

ARTICLE 26 HSD WORKLOAD COMMITTEE

A. It is the intent of the management of the Human Services Division (HSD) to:

1. Fill vacant budgeted positions and to fill behind approved leaves of absences without pay in excess of thirty (30) days provided that adequate Federal/State funding is available; and
2. Distribute the workloads of clerical staff, eligibility workers, social workers, and deputy public guardians fairly.

B. In an effort to fairly distribute workload, the HSD management will act to assign staff and/or distribute cases within functional program areas and North and South County offices within such areas, with consideration of such factors as the case complexity and training status.

C. When an employee believes that the workload assigned by his/her immediate supervisor is unfair, the employee may refer his/her complaint to the Workload Committee. Prior to filing a complaint with the Workload Committee, the employee will discuss the complaint with his/her immediate supervisor; and, if the matter is not resolved

satisfactorily, the employee shall then direct a letter to the program manager, with copies to the Chair of the Committee, the Union and the HSD Administrator fully describing the complaint. Such letter shall be filed within ten (10) days from knowledge of the occurrence of the matter on which a complaint is made.

D. A committee composed of representatives from HSD management and employees selected by the Union from the clerical staff, and from the eligibility worker, social worker and public guardian class series shall be established with the effective date of this Agreement. The Workload Review Committee shall consist of seven (7) members, three (3) representing management, three (3) employees selected by the Union, and one (1) Union official. Meetings will be held at the either party's request. The purpose of this Committee shall be to review complaints made pursuant to this Article and to discuss and make recommendations concerning:

1. Workload distribution within program areas which may also involve distribution between North and South County;
2. Forecasting future needs;
3. The length of time cases remain in the units;
4. Protected time;
5. Improving efficiency within the programs; and
6. Reviewing Child Protective Services caseloads.

Any proposals mutually agreed to by the Committee will be recommended to the HSD Director for timely review and response.

E. In assessing the quality of an employee's work, HSD management will take into consideration the effect of periods of extensive vacancies and case complexity.

F. Complaints made pursuant to this Article are not grievable; however, all other provisions are subject to the grievance procedure.

ARTICLE 27 HSA JOINT UNION-MANAGEMENT COMMITTEE

The parties agree that there will be two committees comprising representatives from HSA management and the Union. One committee will consist of management representatives and Union stewards or alternates from the Mental Health Division; the other committee will consist of management representatives and Union stewards or alternates for the remainder of HSA.

Each committee will meet quarterly, or more frequently by mutual agreement. The purpose of these committees shall be communication and information sharing and

problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committees will consider HSA related issues concerning recruitment/retention; patient care and staffing. Any proposals mutually agreed to by the Committee will be recommended to the Agency Director for review and response. Issues discussed by the Committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

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.

ARTICLE 29 RE-OPENERS

The parties agree to reopen Article 10.1, Health (Medical) Plan, and/or Article 10.2, Dental Care, should Federal or State legislation be enacted for a national or Statewide health (medical) and/or dental plan.

ARTICLE 30 UNPAID DAYS OFF

The County agrees that there will be no temporary layoffs during the term of this Agreement (for exantple, such as those that occurred in 1993).

ARTICLE 31 WORK SCHEDULE/LOCATION ASSIGNMENT

A. Work Schedules/Schedule Changes.

Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Except for overtime, callback and on-call assignments, departments which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule) unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

1. Alternate Schedules.

- a. Upon recommendation of a department head or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Personnel Director and the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.

b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.

c. Should the County elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the Union and will meet and confer upon Union request.

B. Location Transfers.

The County shall provide ten (10) working days written notice when transferring employees to a new location in excess of ten (10) miles from their current worksite, except in cases of emergencies. Transfers shall not be arbitrary or capricious.

C. Intra-Departmental Position Transfers.

All employees that are interested in intra-departmental transfers shall have their name placed on the Countywide transfer list. Effective January 1, 2008, departments that desire to fill any vacant position through an intra-departmental transfer shall be provided a copy of the transfer list by the Personnel Department and shall consider the applications and candidacy of those employees requesting consideration for a transfer. The names of interested employees shall appear on the certification list with other interested applications (open and promotional competitive lists).

This process shall not apply when the transfer is the result of a layoff, emergency, disciplinary action, workplace violence, the result of a Personnel investigation, or where prohibited by statute.

D. Hours Worked.

Effective August 10, 1996, all hours worked exclusive of overtime (as defined in Article 12.1) shall apply to step advancement and annual leave accrual. On a quarterly basis, beginning October 1, 1996, the department shall circulate departmental interest cards to establish an extra work interest list. Employees shall have five (5) working days to place their name on the interest list. Prior to hiring temporary workers, the department shall consider this list for the filling of temporary vacancies when practical.

E. Seniority Defined.

When used, seniority for purposes of overtime and shift assignment within the work unit shall be determined by the most recent date of appointment to the current class and department of the employee.

F. After Hours MediCal Phone Services.

Employees in budgeted positions in the class of Physicians Assistant/Nurse Practitioner who are assigned to receive and answer calls from MediCal clients after working hours shall receive payment of \$60.00 for each completed day of assignment (from 5 p.m. on a weekday to 8 a.m. the following day); and \$96.00 for each completed weekend day and day on which the County offices are closed in observation of a holiday (from 8 a.m. on a weekend day or holiday to 8 a.m. on the following day). "Completed" means receiving and answering all client calls within the period of assignment. To receive such pay, the employee may be assigned in writing to such duty by the Health Services Director, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls to clients within a period of time specified by the Health Services Director. The \$60/\$96 payment for this assignment is net payment for time actually worked. Time spent by such employees in receiving and responding to calls shall be counted as actual time worked. For each incident, a minimum of fifteen (15) minutes time worked may be recorded. If the actual time worked for an incident exceeds fifteen (15) minutes, this minimum shall not apply. Response to phone calls and returning calls shall not be considered call-back duty. After hours MediCal phone service shall not be considered on-call duty. Employees assigned such phone service are not required to report to work. Employees are required to answer client calls on a timely basis, but are otherwise free to pursue their own activities and are not restricted to a particular locale. No more than one employee may be assigned such duty on any one day without the advanced written approval of the County Administrative Officer.

**GENERAL REPRESENTATION
EXTRA HELP**

ARTICLE 32 EXTRA HELP (TEMPORARY) EMPLOYEE PROVISIONS

ARTICLE 32-42 MEMORANDUM OF UNDERSTANDING

Extra-help employees are part of the General Representation Unit.

This Memorandum of Understanding (MOU) between Service Employees International Union (Union) and the County of Santa Cruz (County) represents the agreement between the parties related to extra help employees. The term of this agreement is from September 11, 2007 through September 10, 2010.

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

The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees. This MOU shall be in effect, except as provided for in Article 7 regarding wages for Park Services Officer, PRCW II-IV, Head Lifeguard, and Lifeguard which will remain in effect for the duration of this agreement.

32.1 Provisions of the regular employees' MOU applicable to extra help employees.

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

Article 2: Recognition

- Article 2.1
- Article 2.2
- Article 2.3
- Article 2.4

Article 3: Union Activities

- Article 3.1-Stewards
- Article 3.2-Bulletin Boards
- Article 3.3-Distribution
- Article 3.4-Visits by Authorized Union Representatives
- Article 3.5-County Facilities
- Article 3.6-A, C, E Notifications

Article 4: Union Security

- Article 4.1-Relationship Affirmative
- Article 4.2-Notice of Recognized Union
- Article 4.3-Agency Shop
- Article 4.4-Maintenance of Membership
- Article 4.5-Modified Agency Shop
- Article 4.6-Exclusions
- Article 4.7-Financial Report
- Article 4.8-Vote to Rescind Agency Shop Provision
- Article 4.9-Enforcement/Separability
- Article 4.10-Indemnify and Hold Harmless
- Article 4.11-Payroll Deduction and Pay Over

Article 5: Peaceful Performance

- Article 5.1
- Article 5.2
- Article 5.3

Article 6: No Discrimination

Article 7: Pay

- Article 7.1
- Article 7.2-Requirements for Step Increases (Effective January 1, 2008)

Article 10: Insurance Benefits

- Article 10.1.E-Pretax Dollar Program

Article 11: Meal Periods, Rest Periods, Clean-Up Time

- Article 11.1-Meal Period
- Article 11.2-Rest Periods
- Article 11.3-Clean-Up Time

Article 12: Overtime

- Article 12.1-Definition
- Article 12.2-Authorization
- Article 12.3.A-Computation

Article 14: Differentials

- Article 14.1-Application
- Article 14.3-Bilingual Pay Differential
- Article 14.8-Pharmacist In Charge Differential
- Article 14.9-Agricultural Biologist Aide Lead Differential
- Article 14.10-Dual Clinical Lab Scientist License and Microbiologist Certificate

Article 15: Other Compensation Provisions

- Article 15.1-Automobile Mileage Reimbursement

Article 15.2-Reimbursement for Property Damage
Article 15.4-Meals in Locked Facilities
Article 15.5-Meal Allowance in Declared Emergency

Article 16: Paid Leave

Article 16.3.A-Required Court Leave
Article 16.3.C-Donation of Blood
Article 16.3.D-Assault Leave

Article 18: Employee Parking/Bus Passes

Article 19: Employee Rights

Article 19.3-Personnel Files
Article 19.4-Access to Personnel Regulations
Article 19.6-Defense and Indemnification

Article 20: Health and Safety

Article 21: Classification Action

Article 21.A-Classification Action
Article 21.2-Unit Assignment

Article 25: Training and Promotional Opportunities

Article 25.B.2 - Tuition Reimbursement Program

Article 28: Separability of Provision

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

32.2 DEFINITIONS

A. Extra help employees: A qualified person employed in a non-budgeted position excluded from Civil Service status for a maximum of 999 hours in a fiscal year including persons employed for:

1. Short Term Projects;
2. Seasonal basis to meet recurring work peaks;
3. As needed basis to meet peak loads, emergency, or other unusual work situations.

B. A regular, budgeted position that is temporarily vacant due to extended leave shall be filled, whenever practical, by the appropriate employment list.

ARTICLE 33 NOTIFICATIONS

A. Disciplinary Action.

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 help 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.

B. Union Notification.

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

ARTICLE 34 DEFERRED COMPENSATION

The County of Santa Cruz, State of California Deferred Compensation Plan is available to extra help employees.

ARTICLE 35 HOLIDAY PREMIUM PAY

County agrees to time and a half on holidays if the employee works 40 hours in the same pay period.

ARTICLE 36 DIFFERENTIALS

The payment of differentials is assignment based.

36.1 SHIFT DIFFERENTIALS

Extra help employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 6:00 pm and 8:00 am as a regular work assignment may be paid at the rate of 5.0% above their hourly salary rate as a night shift differential.

Extra help employees do not receive differentials on overtime hours or on paid leave (Section 164.B.5 of County's Personnel Regulations)

36.2 DETENTION NURSING DIFFERENTIAL

A. Evening Shift

Extra help employees assigned in a budgeted position in the classification of Detention Nurse or in the classification of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 5:00 pm and 11:00 pm as a regular work assignment, shall be paid an additional \$2.00 per hour above their regular hourly rate as an evening shift differential.

B. Night Shift (graveyard)

Extra help employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight (8) consecutive hours or more which include at least four (4) hours of work between the hours of 11:00 pm and 7:00 am as regular work assignment, shall be paid an additional \$4.00 per hour above their regular hourly rate as a night shift differential.

36.3 AQUATICS STAFF DIFFERENTIAL

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

36.4 EXTRA HELP DIFFERENTIAL

Effective April 8, 2006 extra help employees will receive an extra-help differential of \$1.00 an hour in addition to their regular pay for all hours worked in lieu of accruals and all other benefits. Effective September 6, 2008 the differential will increase to \$2.00.

ARTICLE 37 PAID LEAVE

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. The County shall not adjust schedules of extra help workers for the purpose of avoiding the provisions of Section 16.3B of the MOU (County Examinations/Interview).

37.2 ANNUAL LEAVE

A. Eligibility

Annual leave benefits shall be provided to extra help employees. Such annual leave benefits shall be provided in accordance with the following:

1. Extra help employees shall begin to accrue annual leave based on the number of hours worked each pay period after they reach 1,040 extra help hours of service.
2. Accruals.
 - a. Each extra help employee shall accumulate annual leave for each subsequent completed hour of extra help service:

1,040 – 10,400 hours of service: .0846 hours per hour of service

10,401 – 20, 800 hours of service: .1038 hours per hour of service

20,801 – 31,200 hours of service: .1231 hours per hour of service

31,201 hours of service and over: .1423 hours per hour of service

B. Conditions and Limitations on Use

1. Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

2. Eligibility.

Extra help employees are eligible to utilize annual leave after 1,040 hours of extra help service.

3. Time for Annual Leave.

The scheduling of annual leave shall be determined by the appointing authority after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave (Form PER 1082) within twenty-one (21) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial. It is understood that the criteria used by departments to prioritize

annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit.

4. Employee Illness.

Annual leave with pay can be used in the case of bona fide illness or incapacity of the employee or a member of the employee's family upon the approval of the department head. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

5. Payoff.

- a. Extra help employees who have no hours worked in a quarter shall automatically have unused leave hours paid out.
- b. Extra help employees who have not served 1040 hours are not eligible for payoff with the exception of those employees described below in 5.c.
- c. Employees who are in extra help positions and are hired into permanent budgeted positions, with no break in County employment, shall be eligible for payoff. Permanent shall be defined as a position that is not a provisional or substitute position. Payoff shall be made at a rate of .0846.

6. Increments.

Department heads may allow employees to take annual leave time off in increments as small as .01 hours.

ARTICLE 38 RETURN RIGHTS

Right to Return

Seasonal extra help employees are those qualified persons routinely employed to fill a distinct work season(s) each year.

A. A work season would typically be defined as 450 hours worked in a continuous six-(6) month period.

1. Extra help employees listed in 38.1B below of this agreement, shall have a right to return upon successful completion of a work season under the conditions listed below:

- a. Work and funding exists in the classification of the incumbent.

b. The incumbent responds to the notice to return within five (5) working days.

c. Should there be a reduction in work from one season to the next, notices to return will be made based on seniority. Seniority for this purpose is defined as the cumulative number of hours in a paid status for the job class being noticed.

d. There is no guarantee of work, or schedule within a season, or from one season to the next.

B. Extra help employees eligible for return rights are those employees who have worked 450 hours in a continuous six- (6) month period and who are employed in one of the following classifications:

Head Lifeguard
Lifeguard
Parking Attendant
Parking Enforcement Officer
Parks Maintenance Worker I-III
Park & Recreational Worker I-IV
Park Service Officer
Recreation Coordinator
Recreation Program Specialist
Recreation Supervisor

ARTICLE 39 EMPLOYEE RIGHTS

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.

ARTICLE 40 EXTRA HELP GRIEVANCE PROCEDURE

A. Definition

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

a. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.

b. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the General Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.

2. Specifically excluded from the grievance procedures are:

- a. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order of this Memorandum of Understanding.
- b. Dismissals, suspension, or reduction in rank or classification.
- c. Content of performance evaluations.
- d. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
- e. Complaints regarding occupational health and safety or the applicable procedures for such complaints.
- f. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

3. Limitations

- a. A grievant may be represented by an individual of his or her choosing in preparing and presenting a grievance.
- b. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.
- c. Time limits may be extended by mutual written agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- d. Only upon mutual written agreement between the parties may Step 1 of the grievance procedures be waived.
- e. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step, or advanced to a higher step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.

B. Procedures

Step 1

The grievant will first attempt to resolve the grievance through informal discussions with his/her immediate supervisor or other appropriate departmental personnel. These discussions must be initiated within ten (10) working days of the incident upon which the grievance is based. Meetings shall be scheduled in advance and the nature of the grievance stated when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

Step 2

If the grievance is not resolved through the informal discussions, the grievant or his/her representative may within ten (10) working days after the informal meeting, submit a written grievance to his/her department head. The written grievance must contain in clear, factual and concise language.

1. Name of the grievant.
2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant sees them.
3. The specific provision of the M.O.U. which the grievant alleges has been misinterpreted, misapplied, or violated.
4. Steps taken toward informal resolution.
5. The action the grievant believes will resolve the grievance.
6. The name of the any representative chosen by the grievant.
7. A copy of the written grievance, signed by the grievant, shall be presented at the time of the department head conference.

The department head shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. He/she shall prepare a written response within five (5) working days after the conference. Copies shall go to the parties involved including the employee's representative and the Personnel Department.

Step 3

If the grievance is not resolved, the grievant may within five (5) workdays following receipt of the department head's response, appeal to the Personnel Director or his/her representative, stating in writing the basis for the appeal. The grievance may also be appealed if the department head fails to respond within fifteen (15) workdays after submission of the formal grievance. The Personnel Director or his/her representative shall set a meeting within ten (10) workdays of receiving the appeal. The grievant and/or his/her representative shall state their position on the grievance to the Personnel Director and present any other materials that they deem relevant to the grievance. The Personnel Director or his/her representative shall render a written decision to all parties directly

involved within fifteen (15) workdays following the meeting. The decision of the Personnel Director on the grievance shall be final.

ARTICLE 41 HSD WORKLOAD COMMITTEE

It is understood by the parties that the provisions of Article 26 of the General Representation Unit MOU may apply to extra help employees if there is no net increase in the number of Union representatives serving on the committee.

ARTICLE 42 HSA JOINT UNION-MANAGEMENT COMMITTEE

It is understood by the parties that the provisions of Article 27 of the General Representation Unit MOU may apply to extra help employees if there is no net increase in the number of Union representatives serving on the committee.

FOR THE UNION:

Debbic Narvacz Chief Negotiator	Date
Veronica Rodriguez Chapter President	Date
Jim Heaney Planning	Date
Alan Lamb HSA	Date
Anita Stoddart HSA	Date
Jeff Hurley Public Works	Date
Jacob Jones Ag Commission	Date
Sandy Zajdel HSD	Date
Donna Ratliff HSD	Date
Tom King General Services	Date
Will Forrest HSA	Date
Carmen Potro Retirees	Date
Gary Klemz SEIU	Date

FOR THE COUNTY:

Michael McDougall Chief Negotiator	Date
Ajita Patel Deputy Personnel Director	Date
Terri Cobbs Senior Personnel Analyst	Date
Claire Schwartz Principal Personnel Analyst	Date
Becky McBride Senior Personnel Analyst	Date
Nancy Carr-Gordon Director of General Services	Date
Giang Nguyen HSA Director	Date
Michael Beaton Director of Administrative Services	Date
Christa Schleiner Associate Personnel Analyst	Date
Leticia Preciado Associate Personnel Analyst	Date

**CONFIDENTIAL POSITIONS
GENERAL REPRESENTATION UNIT**

DEPARTMENT/OFFICE	POSITION	
Auditor	1 Secretary	BJ5-001
Board of Supervisors	1 Secretary	BJ5-001
	1 Executive Secretary	BJ9-001
CAO	1 Sr. Receptionist	BU7-001
	1 Executive Secretary-CAO	BJ7-001
	1 Admin Aide	UR1-001
County Counsel	1 Sr. Legal Secretary	BH5-002
	4 Legal Secretary II/I	BH3-002
		BH3-003
		BH3-004
		BH3-005
District Attorney	1 Paralegal	JC2-002
	1 Secretary	BJ5-001
General Services	1 Secretary	BJ5-001
	1 Executive Secretary	BJ9-001
H.S.A.	1 Admin Aide	UR1-001
	1 Secretary	BJ5-001
H.S.D	1 Executive Secretary	BJ9-001
	1 Sr. Accounting Technician	CH8001
Information Services	2 Sr. DP Program Analysts	UN6-011
		UN6-013
		UN6-013
POSCS	1 Secretary	BJ5-001
	1 Secretary	BJ5-001
Personnel	2 Personnel Clerks	BB5-002
		BB5-011
	5 Personnel Technicians	VE2-002
		VE2-009
		VE2-012
		VE2-010
		VE2-013
Planning	1 Program Coordinator	UU3-001
	1 Executive Secretary	BJ9-001
Probation	1 Secretary	BJ5-001
Public Works	1 Executive Secretary	BJ9-001
	2 Personnel Technicians	VE2-001
		VE2-004
Sheriff	1 Secretary	BJ9-001

Reference: Santa Cruz County Employer-Employee Relations Policy Sections 181.2(A) and 181.4(E)(2).

SUPERVISORY CLASSES ARTICLE 4.4

CLASS CODE	CLASS TITLE
CH6	Accounting Clerical Supervisor
CH9	Accounting Clerical Supervisor II
BJ8	Administrative Secretary, Board of Supervisors
TP6	Building Counter Supervisor
MH8	Building Equipment Supervisor
MH7	Building Maintenance Supervisor
BD3	Clerical Supervisor I
BD6	Clerical Supervisor II
BA7	Clerk III Supervisory
BT7	Clinic Business Office Supervisor
UK7	Computer Operations Supervisor
SU8	Deputy Probation Officer III
PD7	Detention Nurse Supervisor
BR3	Elections Coordinator
MS8	Election Instructor Supervisor
SE5	Eligibility Supervisor I
EC5	Engineering Technician III
TM5	Environmental Program Coordinator
BJ7	Executive Secretary-CAO
FG7	Head Cook
MR7	Line Maintenance Crew Coordinator
SE2	Med Care Program Eligibility Supervisor
SK8	MH Supervising Client Specialist
MF5	Parks Maintenance Worker IV
BK8	Payroll Supervisor
PH8	Public Health Nurse III
MU9	Public Works Maintenance Worker IV
MV4	Public Works Supervisor
GK3	Head Lifeguard/Instructor
GT4	Recreation Program Specialist
GT5	Recreation Coordinator
BT7	Recreation Supervisor
GB1	Registered Geologist
SE7	Social Services Eligibility Supervisor
SN6	Social Worker Supervisor I
SN8	Social Worker Supervisor II
TR8	Senior Building Inspector
NH6	Senior Health Educator
SL7	Senior Mental Health Educator
CK5	Senior Warehouse Worker

SE4	Staff Development Trainer
NT5	Substance Abuse Prevention Coordinator
MD3	Summer Youth Crew Supervisor
UM8	Supervising Information Center Systems Analyst
TR9	Supervising Building Inspector
MY7	Supervising Communications Technician
FD8	Supervising Custodian
UP3	Supervising DP Program Analyst
BY7	Supervising Communications Technician
MP5	Supervising Heavy Equipment Mechanic
GA9	Supervising Planner
MT8	Treatment Plant Operations Supervisor
BC8	Typist Clerk III Supervisor

PROVISIONS REGARDING RELEASE TIME AND THE VOLUNTEER INITIATIVE PROGRAM

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

Time Off For Meetings

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

A. Official Representatives

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

B. Employees

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

- a. If their attendance is required at a specific meeting.
- b. If their attendance is required by a hearing officer or commission for presentation of testimony or other reasons.
- c. For meetings required for settlement of grievances filed pursuant to a formal grievance procedure.*
- d. If they are designated as a Union Steward or representative for purposes of processing a formal grievance.*

e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearings on wages, hours and working conditions.

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

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

Volunteer Initiative Program

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

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

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

**Attachment D - SEIU - Joint Benchmark Listing & Special Parity Adjustments
Applied During September 11, 2007 - September 10, 2010 Contract Period**

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Accountant II	UB4	HV	2.08%	0.69%	0.69%	0.69%
Accountant I	UB2	49	2.08%	0.69%	0.69%	0.69%
Accountant III	UB6	6B	2.08%	0.69%	0.69%	0.69%
Accounting Analyst	UB7	AD	2.08%	0.69%	0.69%	0.69%
Property Tax Specialist	UE1	HV	2.08%	0.69%	0.69%	0.69%
Account Clerk	CH3	BB	5.22%	1.74%	1.74%	1.74%
Account Clerk Trainee	CH1	AT	5.22%	1.74%	1.74%	1.74%
Accounting Clerical Supervisor I	CH6	V2	5.22%	1.74%	1.74%	1.74%
Accounting Clerical Supervisor II	CH9	JL	5.22%	1.74%	1.74%	1.74%
Accounting Technician	CH7	V2	5.22%	1.74%	1.74%	1.74%
Cashier - Disposal Site	BS9	K3	5.22%	1.74%	1.74%	1.74%
Clinic Business Office Supervisor	BT7	LQ	5.22%	1.74%	1.74%	1.74%
Medical Billing Technician	CH4	V2	5.22%	1.74%	1.74%	1.74%
Payroll Supervisor	BK8	HQ	5.22%	1.74%	1.74%	1.74%
Public Guardian Clerk	BP1	FQ	5.22%	1.74%	1.74%	1.74%
Sr. Account Clerk	CH5	I9	5.22%	1.74%	1.74%	1.74%
Sr. Accounting Technician	CH8	JL	5.22%	1.74%	1.74%	1.74%
Agricultural Weights & Measures Inspector II	TG5	JG	4.46%	1.49%	1.49%	1.49%
Agricultural Biologist Aide	TC1	31	4.46%	1.49%	1.49%	1.49%
Agricultural Weights & Measures Inspector I	TG3	EO	4.46%	1.49%	1.49%	1.49%
Agricultural Weights & Measures Inspector III	TG7	55	4.46%	1.49%	1.49%	1.49%
Vector Control Specialist	TC6	55	4.46%	1.49%	1.49%	1.49%
Weights/Measures Investigator	TC5	55	4.46%	1.49%	1.49%	1.49%
Animal Control Officer II	AC7	D6	1.03%	0.34%	0.34%	0.34%
Animal Care Worker	AC2	D2	1.03%	0.34%	0.34%	0.34%
Animal Control Officer I	AC5	D4	1.03%	0.34%	0.34%	0.34%
Animal Health Technician	AC6	D5	1.03%	0.34%	0.34%	0.34%
Animal Services Assistant	AC1	CD	1.03%	0.34%	0.34%	0.34%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Animal Services Coordinator	AC4	DO	1.03%	0.34%	0.34%	0.34%
Animal Svcs Clk Disp	AD3	FC	1.03%	0.34%	0.34%	0.34%
Shelter Maint Mgr	AC3	D3	1.03%	0.34%	0.34%	0.34%
Appraiser II	DA7	BW	3.15%	1.05%	1.05%	1.05%
Appraiser I	DA5	BU	3.15%	1.05%	1.05%	1.05%
Appraiser/Auditor Aide	DA2	EQ	3.15%	1.05%	1.05%	1.05%
Sr. Appraiser	DA8	JO	3.15%	1.05%	1.05%	1.05%
Assessment Clerk	BL3	MA	7.13%	2.38%	2.38%	2.38%
Assessment Technician	BL5	IV	7.13%	2.38%	2.38%	2.38%
Auditor-Appraiser II	UG7	HW	3.75%	1.25%	1.25%	1.25%
Auditor-Appraiser I	UG5	BK	3.75%	1.25%	1.25%	1.25%
Auditor-Appraiser III	UG8	BO	3.75%	1.25%	1.25%	1.25%
Auditor III	UF4	G7	0.00%	0.00%	0.00%	0.00%
Auditor I	UF2	G5	0.00%	0.00%	0.00%	0.00%
Auditor II	UF3	G6	0.00%	0.00%	0.00%	0.00%
Auditor IV	UF6	VH	0.00%	0.00%	0.00%	0.00%
Automotive Services Technician	MM4	DN	0.00%	0.00%	0.00%	0.00%
Auto Services Attendant	MM1	RG	0.00%	0.00%	0.00%	0.00%
Sr. Automotive Technician	MM5	IU	0.00%	0.00%	0.00%	0.00%
Building Inspector II	TR6	JJ	4.91%	1.64%	1.64%	1.64%
Building Counter Supervisor	TP6	IK	4.91%	1.64%	1.64%	1.64%
Building Inspector I	TR4	BP	4.91%	1.64%	1.64%	1.64%
Building Plans Checker	TP7	HY	11.93%	3.98%	3.98%	3.98%
Housing Rehab/Construction Specialist	TR7	JJ	4.91%	1.64%	1.64%	1.64%
Sr. Building Inspector	TR8	X6	4.91%	1.64%	1.64%	1.64%
Supervising Building Inspector	TR9	MQ	4.91%	1.64%	1.64%	1.64%
Building Maintenance Worker II	MG6	R8	0.00%	0.00%	0.00%	0.00%
Building Equipment Mechanic	MH3	R5	0.00%	0.00%	0.00%	0.00%
Building Equipment Supervisor	MH8	LI	0.00%	0.00%	0.00%	0.00%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Building Maintenance Supervisor	MH7	H9	0.00%	0.00%	0.00%	0.00%
Building Maintenance Worker I	MG4	JK	0.00%	0.00%	0.00%	0.00%
Building Maintenance Worker III	MG8	IF	0.00%	0.00%	0.00%	0.00%
Maintenance Custodian	FD5	I3	0.00%	0.00%	0.00%	0.00%
Maintenance Electrician	MG9	TL	0.00%	0.00%	0.00%	0.00%
Maintenance Electro/Mechanical Worker	MG3	TL	0.00%	0.00%	0.00%	0.00%
Maintenance Plumber	MG7	TL	0.00%	0.00%	0.00%	0.00%
Sr. Building Equipment Mechanic	MH6	VZ	0.00%	0.00%	0.00%	0.00%
Building Permit Technician II	TP3	86	4.39%	1.46%	1.46%	1.46%
Building Permit Technician I	TP2	8D	4.39%	1.46%	1.46%	1.46%
Sr. Building Permit Technician	TP5	HU	4.39%	1.46%	1.46%	1.46%
Buyer	VC3	VP	3.71%	1.24%	1.24%	1.24%
Sr. Buyer	VC5	HT	3.71%	1.24%	1.24%	1.24%
Child Support Specialist II	BY2	KZ	3.47%	1.16%	1.16%	1.16%
Child Support Specialist I	BY1	KI	3.47%	1.16%	1.16%	1.16%
Child Support Specialist III	BY3	XO	3.47%	1.16%	1.16%	1.16%
Collection Officer	BY6	CF	3.47%	1.16%	1.16%	1.16%
Consumer Affairs Specialist	TA6	TO	3.47%	1.16%	1.16%	1.16%
Supervising Child Support Specialist	BY7	XQ	3.47%	1.16%	1.16%	1.16%
Victim Services Representative	BY4	VY	3.47%	1.16%	1.16%	1.16%
Civil Engineer	EE1	NM	0.49%	0.16%	0.16%	0.16%
Assist In Civil Engineering	ED5	YO	0.49%	0.16%	0.16%	0.16%
Associate Civil Engineer	ED7	NH	0.49%	0.16%	0.16%	0.16%
Jr. In Civil Engineering	ED3	NB	0.49%	0.16%	0.16%	0.16%
Traffic Engineer	ED6	NH	0.49%	0.16%	0.16%	0.16%
Clinical Lab Scientist	NC7	GH	16.85%	5.62%	5.62%	5.62%
Coroner Forensic Technician	RE2	VX	16.85%	5.62%	5.62%	5.62%
Lab Assistant/Phlebotomist	NA3	I2	16.85%	5.62%	5.62%	5.62%
Lab Technician	NA5	WQ	16.85%	5.62%	5.62%	5.62%
Pharmacy Technician	NJ1	FA	16.85%	5.62%	5.62%	5.62%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Code Compliance Investigator II	GL5	IL	4.91%	1.64%	1.64%	1.64%
Code Compliance Investigator I	GL3	DQ	4.91%	1.64%	1.64%	1.64%
Code Compliance Investigator III	GL7	CZ	4.91%	1.64%	1.64%	1.64%
Code Compliance Investigator IV	GL8	TJ	4.91%	1.64%	1.64%	1.64%
Comm Technician II	MY5	GI	1.64%	0.55%	0.55%	0.55%
Comm Installer	MY1	RO	1.64%	0.55%	0.55%	0.55%
Comm Technician I	MY3	JZ	1.64%	0.55%	0.55%	0.55%
Sr. Comm Technician	MY6	BD	1.64%	0.55%	0.55%	0.55%
Supervising Communications Technician	MY7	X7	1.64%	0.55%	0.55%	0.55%
Computer Operator Technician III	UJ5	T1	8.22%	2.74%	2.74%	2.74%
Computer Operations Supervisor	UK7	ZC	8.22%	2.74%	2.74%	2.74%
Computer Operator Technician I	UJ1	FJ	8.22%	2.74%	2.74%	2.74%
Computer Operator Technician II	UJ3	IJ	8.22%	2.74%	2.74%	2.74%
Computer Operator Technician IV	UJ6	EC	8.22%	2.74%	2.74%	2.74%
Computer Operator/Technician	UJ4	T1	8.22%	2.74%	2.74%	2.74%
Dept'l Comp Operations Coordinator	UK6	6C	8.22%	2.74%	2.74%	2.74%
Cook	FG5	IY	1.65%	0.55%	0.55%	0.55%
Cook's Assistant	FG3	R1	1.65%	0.55%	0.55%	0.55%
Head Cook	FG7	W8	1.65%	0.55%	0.55%	0.55%
Custodian	FD2	RI	1.09%	0.36%	0.36%	0.36%
Custodian Leadworker	FD4	R2	1.09%	0.36%	0.36%	0.36%
Housekeeper	FC3	K6	1.09%	0.36%	0.36%	0.36%
Supervising Custodian	FD8	WZ	1.09%	0.36%	0.36%	0.36%
DP Programmer Analyst	UN4	C4	0.00%	0.00%	0.00%	0.00%
Assistant DP Programmer Analyst	UM5	61	0.00%	0.00%	0.00%	0.00%
Assistant Information Center Systems Analyst	UM4	61	0.00%	0.00%	0.00%	0.00%
Assistant Network Support Analyst	UO2	61	0.00%	0.00%	0.00%	0.00%
D P Programmer Trainee	UM3	KL	0.00%	0.00%	0.00%	0.00%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Dept'l DP Coordinator	UU5	H1	0.00%	0.00%	0.00%	0.00%
Dept'l Information Systems Analyst	XC5	61	0.00%	0.00%	0.00%	0.00%
Dept'l Information Systems Specialist	XC3	KL	0.00%	0.00%	0.00%	0.00%
GEO Info Sys Tech I	CV3	87	0.00%	0.00%	0.00%	0.00%
GEO Info Sys Tech II	CV5	BJ	0.00%	0.00%	0.00%	0.00%
Info Center Systems Analyst	UM6	C4	0.00%	0.00%	0.00%	0.00%
Information Center Systems Specialist	UM2	KL	0.00%	0.00%	0.00%	0.00%
Network Support Analyst	UO3	C4	0.00%	0.00%	0.00%	0.00%
Network Support Specialist	UO1	KL	0.00%	0.00%	0.00%	0.00%
Sr. Dept'l Information Systems Analyst	XC7	C4	0.00%	0.00%	0.00%	0.00%
Sr. DP Programmer Analyst	UN6	ZB	0.00%	0.00%	0.00%	0.00%
Supervising DP Programmer Analyst	UP3	NM	0.00%	0.00%	0.00%	0.00%
Supervising Information Center Systems Analyst	UM8	ZB	0.00%	0.00%	0.00%	0.00%
Telecommunications Specialist I	UL1	EZ	0.00%	0.00%	0.00%	0.00%
Telecommunications Specialist II	UL3	VS	0.00%	0.00%	0.00%	0.00%
Deputy Probation Officer II	SU6	BQ	7.49%	2.50%	2.50%	2.50%
Deputy Probation Officer I	SU4	KQ	7.49%	2.50%	2.50%	2.50%
Deputy Probation Officer III	SU8	E4	7.49%	2.50%	2.50%	2.50%
Pretrial Svcs Specialist	SS5	48	7.49%	2.50%	2.50%	2.50%
Probation Aide	SU2	VQ	7.49%	2.50%	2.50%	2.50%
Eligibility Worker II	SC5	SA	2.82%	0.94%	0.94%	0.94%
Cal Child Services Specialist I	SG3	8C	2.82%	0.94%	0.94%	0.94%
Cal Child Services Specialist II	SG5	J6	2.82%	0.94%	0.94%	0.94%
Eligibility Supervisor I	SE5	7	2.82%	0.94%	0.94%	0.94%
Eligibility Worker I	SC3	KY	2.82%	0.94%	0.94%	0.94%
Eligibility Worker III	SC6	J6	2.82%	0.94%	0.94%	0.94%
Health Client Benefit Rep	NM6	J6	2.82%	0.94%	0.94%	0.94%
Med Care Eligibility Worker	SC8	J6	2.82%	0.94%	0.94%	0.94%
Med Care Program Eligibility Supervisor	SE2	SX	2.82%	0.94%	0.94%	0.94%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Mental Health Fee Clerk	SC4	8C	2.82%	0.94%	0.94%	0.94%
Public Health Investigator	NV5	LU	2.82%	0.94%	0.94%	0.94%
Social Services Eligibility Supervisor	SE7	SX	2.82%	0.94%	0.94%	0.94%
Sr. Public Health Investigator	NV7	LW	2.82%	0.94%	0.94%	0.94%
Staff Develop Trainer	SE4	EK	6.12%	2.04%	2.04%	2.04%
Employment and Training Specialist II	SH1	IH	5.50%	1.83%	1.83%	1.83%
Employment and Training Specialist I	SF5	KC	5.50%	1.83%	1.83%	1.83%
Sr. Employment and Training Specialist	SH2	IC	5.50%	1.83%	1.83%	1.83%
Veterans Services Representative	SR7	VU	5.50%	1.83%	1.83%	1.83%
Engineering Tech II	EC4	IB	3.17%	1.06%	1.06%	1.06%
Bldg Construction Project Manager	ED9	DW	3.17%	1.06%	1.06%	1.06%
Engineering Aide I	EB3	I1	3.17%	1.06%	1.06%	1.06%
Engineering Aide II	EB5	WG	3.17%	1.06%	1.06%	1.06%
Engineering Associate	EC9	MO	3.17%	1.06%	1.06%	1.06%
Engineering Tech I	EC2	DY	3.17%	1.06%	1.06%	1.06%
Engineering Tech III	EC5	HZ	3.17%	1.06%	1.06%	1.06%
Pre-Treatment Program Specialist	EC3	HZ	3.17%	1.06%	1.06%	1.06%
Sr. Engineering Associate	EC8	C4	3.17%	1.06%	1.06%	1.06%
Environmental Health Specialist I	TJ7	XK	0.00%	0.00%	0.00%	0.00%
Environmental Health Aide	TJ1	KG	0.00%	0.00%	0.00%	0.00%
Environmental Health Specialist II	TJ8	H8	0.00%	0.00%	0.00%	0.00%
Environmental Health Specialist III	TJ9	XG	0.00%	0.00%	0.00%	0.00%
Environmental Health Specialist Trainee	TJ5	KK	0.00%	0.00%	0.00%	0.00%
Environmental Program Coordinator	TM5	CV	0.00%	0.00%	0.00%	0.00%
Water Quality Specialist I	TJ2	XI	0.00%	0.00%	0.00%	0.00%
Water Quality Specialist II	TJ3	JV	0.00%	0.00%	0.00%	0.00%
Water Quality Specialist III	TJ6	UQ	0.00%	0.00%	0.00%	0.00%
Solid Waste Inspector I	TN1	8G	10.50%	3.50%	3.50%	3.50%
Solid Waste Inspector II	TN4	IT	10.50%	3.50%	3.50%	3.50%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Group Supervisor II	SV5	JJ	13.50%	4.50%	4.50%	4.50%
Group Supervisor I	SV3	KM	13.50%	4.50%	4.50%	4.50%
Mental Health Counselor I	SL3	EB	13.50%	4.50%	4.50%	4.50%
Mental Health Counselor II	SL5	DZ	13.50%	4.50%	4.50%	4.50%
Sr. Group Supervisor	SV7	TU	13.50%	4.50%	4.50%	4.50%
Sr. Mental Health Counselor	SL7	SH	13.50%	4.50%	4.50%	4.50%
Health Educator	NH7	H3	4.94%	1.65%	1.65%	1.65%
Epidemiologist	NHJ	XB	4.94%	1.65%	1.65%	1.65%
Health Program Specialist	NX5	PA	4.94%	1.65%	1.65%	1.65%
Program Coordinator	UU3	BV	4.94%	1.65%	1.65%	1.65%
Public Health Nutritionist	NU5	H1	4.94%	1.65%	1.65%	1.65%
Sr. Health Educator	NH6	6C	4.94%	1.65%	1.65%	1.65%
Sr. Public Health Nutritionist	NU7	H3	4.94%	1.65%	1.65%	1.65%
Substance Abuse Prevention Coordinator	NT5	H1	4.94%	1.65%	1.65%	1.65%
Heavy Equipment Mechanic II	MN7	F9	1.89%	0.63%	0.63%	0.63%
Heavy Equipment Mechanic I	MN3	Y1	1.89%	0.63%	0.63%	0.63%
Pump Maintenance Mechanic	MP4	F9	1.89%	0.63%	0.63%	0.63%
Supervising Heavy Equipment Mechanic	MP5	XA	1.89%	0.63%	0.63%	0.63%
Legal Secretary II	BH3	C1	3.20%	1.07%	1.07%	1.07%
Law Clerk - County Counsel	JC3	85	3.20%	1.07%	1.07%	1.07%
Law Clerk - DA	JC4	85	3.20%	1.07%	1.07%	1.07%
Legal Process Clerk II	BA9	FE	3.20%	1.07%	1.07%	1.07%
Legal Secretary I	BH2	C2	3.20%	1.07%	1.07%	1.07%
Paralegal	JC2	IQ	3.20%	1.07%	1.07%	1.07%
Sr. Legal Secretary	BH5	B9	3.20%	1.07%	1.07%	1.07%
Medical Assistant	NW7	Y7	0.00%	0.00%	0.00%	0.00%
Community Health Worker I	NW3	3	0.00%	0.00%	0.00%	0.00%
Community Health Worker II	NW5	K7	0.00%	0.00%	0.00%	0.00%
Community Mental Health Aide	NM3	K7	0.00%	0.00%	0.00%	0.00%
Student Nurse Trainee	GM4	EJ	0.00%	0.00%	0.00%	0.00%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Personnel Technician	VE2	Y2	4.79%	1.60%	1.60%	1.60%
Payroll Clerk	BB1	FN	4.79%	1.60%	1.60%	1.60%
Personnel Clerk	BB5	FN	4.79%	1.60%	1.60%	1.60%
Personnel Payroll Clerk	BB3	FN	4.79%	1.60%	1.60%	1.60%
Pharmacist	NJ5	BA	21.49%	7.16%	7.16%	7.16%
Planner II	GA5	CI	3.84%	1.28%	1.28%	1.28%
Hydrologist	GB2	VI	3.84%	1.28%	1.28%	1.28%
Park Planner I	GW2	DS	3.84%	1.28%	1.28%	1.28%
Park Planner II	GW4	CI	3.84%	1.28%	1.28%	1.28%
Park Planner III	GW6	C8	3.84%	1.28%	1.28%	1.28%
Park Planner IV	GW8	TH	3.84%	1.28%	1.28%	1.28%
Planner I	GA3	DS	3.84%	1.28%	1.28%	1.28%
Planner III	GA7	C8	3.84%	1.28%	1.28%	1.28%
Planner IV	GA8	TH	3.84%	1.28%	1.28%	1.28%
Planner IV (B)	GA8B	VI	3.84%	1.28%	1.28%	1.28%
Planning Technician	GF4	FX	3.84%	1.28%	1.28%	1.28%
Registered Geologist	GB1	KV	3.84%	1.28%	1.28%	1.28%
Resource Planner I	TM4	DS	3.84%	1.28%	1.28%	1.28%
Resource Planner II	TM6	CI	3.84%	1.28%	1.28%	1.28%
Resource Planner III	TM8	C8	3.84%	1.28%	1.28%	1.28%
Resource Planner IV	TM9	TH	3.84%	1.28%	1.28%	1.28%
Supervising Planner	GA9	TH	3.84%	1.28%	1.28%	1.28%
Transportation Planner I	GH3	DS	3.84%	1.28%	1.28%	1.28%
Transportation Planner II	GH5	CI	3.84%	1.28%	1.28%	1.28%
Transportation Planner III	GH7	C8	3.84%	1.28%	1.28%	1.28%
Transportation Planner IV	GH8	TH	3.84%	1.28%	1.28%	1.28%
Transportation Planning Tech	GF6	FX	3.84%	1.28%	1.28%	1.28%
Urban Designer	WA5	YK	3.84%	1.28%	1.28%	1.28%
Public Health Microbiologist	NE7	A9	5.81%	1.94%	1.94%	1.94%
Sr. Public Health Microbiologist	NE8	XP	5.81%	1.94%	1.94%	1.94%
Water Quality Chemist	TM7	GO	5.81%	1.94%	1.94%	1.94%
Public Health Nurse II	PH5	VK	8.71%	2.90%	2.90%	2.90%
Clinic Nurse I	PG3	WW	8.71%	2.90%	2.90%	2.90%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Clinic Nurse II	PG5	WA	8.71%	2.90%	2.90%	2.90%
Clinic Nurse III	PG7	VK	8.71%	2.90%	2.90%	2.90%
Detention LVN	PD4	JQ	8.71%	2.90%	2.90%	2.90%
Detention Nurse Specialist I	PD5	CY	8.71%	2.90%	2.90%	2.90%
Detention Nurse Specialist II	PD6	CO	8.71%	2.90%	2.90%	2.90%
LVN	PC3	SF	8.71%	2.90%	2.90%	2.90%
Mental Health Nurse Clinician	SK6	MZ	8.71%	2.90%	2.90%	2.90%
Nurse-Midwife	PJ4	38	8.71%	2.90%	2.90%	2.90%
Physician Asst/Nurse Practitioner	PJ3	IA	8.71%	2.90%	2.90%	2.90%
Psychiatric Technician	PC4	SF	8.71%	2.90%	2.90%	2.90%
Public Health Nurse I	PH3	WA	8.71%	2.90%	2.90%	2.90%
Public Health Nurse III	PH8	YI	8.71%	2.90%	2.90%	2.90%
Public Works Maintenance Worker II	MU5	8F	2.34%	0.78%	0.78%	0.78%
Heavy Equipment Service Worker	MK3	FO	2.34%	0.78%	0.78%	0.78%
Parks Maint Supervisor	MF5	JM	2.34%	0.78%	0.78%	0.78%
Parks Maint Worker I	ME1	36	2.34%	0.78%	0.78%	0.78%
Parks Maint Worker II	ME2	Y8	2.34%	0.78%	0.78%	0.78%
Parks Maint Worker III	ME4	ES	2.34%	0.78%	0.78%	0.78%
Public Works Dispatcher	MU1	DD	2.34%	0.78%	0.78%	0.78%
Public Works Maint Worker I	MU3	I6	2.34%	0.78%	0.78%	0.78%
Public Works Maintenance Worker III	MU7	Y3	2.16%	0.72%	0.72%	0.72%
Disposal Site Main Wkr	MW6	WF	2.16%	0.72%	0.72%	0.72%
Heavy Equipment Operator - Disposal	MW7	TQ	2.16%	0.72%	0.72%	0.72%
Lead Heavy Equipment Operator	MW3	EW	2.16%	0.72%	0.72%	0.72%
Public Works Maintenance Worker IV	MU9	CR	2.16%	0.72%	0.72%	0.72%
Public Works Supervisor	MV4	GM	2.16%	0.72%	0.72%	0.72%
Transfer Truck Driver	MW4	TQ	2.16%	0.72%	0.72%	0.72%
Radiology Technologist	NG3	AJ	14.82%	4.94%	4.94%	4.94%
Chief Radiology Technologist	NG4	BG	14.82%	4.94%	4.94%	4.94%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Real Property Agent	DE5	6D	5.77%	1.92%	1.92%	1.92%
Assistant Real Property Agent	DE3	HG	5.77%	1.92%	1.92%	1.92%
Recreation Supervisor	GT7	52	7.73%	2.58%	2.58%	2.58%
Aquatics Aide	GK8	TC	7.73%	2.58%	2.58%	2.58%
Cultural Affairs Specialist	GS5	52	7.73%	2.58%	2.58%	2.58%
Head Lifeguard/Instructor	GK3	AZ	7.73%	2.58%	2.58%	2.58%
Lifeguard	GK1	AK	7.73%	2.58%	2.58%	2.58%
Lifeguard Instructor	GK2	AM	7.73%	2.58%	2.58%	2.58%
Parks Services Officer	TU3	G1	7.73%	2.58%	2.58%	2.58%
Pk Rec Cul Wkr I	GM1	TC	7.73%	2.58%	2.58%	2.58%
Pk Rec Cul Wkr II	GM2	EG	7.73%	2.58%	2.58%	2.58%
Pk Rec Cul Wkr III	GM3	EH	7.73%	2.58%	2.58%	2.58%
Pk Rec Cul Wkr IV	GM4	EJ	7.73%	2.58%	2.58%	2.58%
Recreation Coordinator	GT5	Y4	7.73%	2.58%	2.58%	2.58%
Recreation Program Specialist	GT4	34	7.73%	2.58%	2.58%	2.58%
Sanitation Maintenance Worker II	MR3	WI	0.00%	0.00%	0.00%	0.00%
Sanitation Maintenance Worker I	MR1	FU	0.00%	0.00%	0.00%	0.00%
Sanitation Maintenance Worker III	MR5	IE	0.00%	0.00%	0.00%	0.00%
Secretary	BJ5	EB	0.00%	0.00%	0.00%	0.00%
Administrative Aide	UR1	JJ	0.00%	0.00%	0.00%	0.00%
Administrative Secretary - Board of Supervisors	BJ8	TI	0.00%	0.00%	0.00%	0.00%
Board Clerk	BX5	8E	0.00%	0.00%	0.00%	0.00%
Clerical Supervisor I	BD3	VO	0.00%	0.00%	0.00%	0.00%
Clerical Supervisor II	BD6	JY	0.00%	0.00%	0.00%	0.00%
Division Secretary	BJ4	Y5	0.00%	0.00%	0.00%	0.00%
Executive Secretary	BJ9	II	0.00%	0.00%	0.00%	0.00%
Executive Secretary - CAO	BJ7	TI	0.00%	0.00%	0.00%	0.00%
Sr. Board Clerk	BX6	JJ	0.00%	0.00%	0.00%	0.00%
Sheriff's Records Clerk	BN5	FZ	6.05%	2.02%	2.02%	2.02%
Sheriff's Community Services Officer	BN7	IS	6.05%	2.02%	2.02%	2.02%
Sheriff's Property Clerk	CM5	EV	6.05%	2.02%	2.02%	2.02%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Social Worker II	SM4	SK	1.91%	0.64%	0.64%	0.64%
Med Care Service Worker	SM7	L6	1.91%	0.64%	0.64%	0.64%
Social Worker I	SM2	CF	1.91%	0.64%	0.64%	0.64%
Sr. Mental Health Client Specialist	SK5	GG	3.05%	1.02%	1.02%	1.02%
Clinical Psychologist	SY3	ZD	3.05%	1.02%	1.02%	1.02%
Mental Health Client Specialist	NP5	SG	3.05%	1.02%	1.02%	1.02%
Mental Health Supervising Client Specialist	SK8	MT	3.05%	1.02%	1.02%	1.02%
Mental Health Utilization Review Specialist	SK7	MT	3.05%	1.02%	1.02%	1.02%
Sr. Social Worker	SM8	H4	0.81%	0.27%	0.27%	0.27%
Deputy Public Guardian	DG4	H4	0.81%	0.27%	0.27%	0.27%
In Home Quality Assurance Specialist	SM6	SL	0.81%	0.27%	0.27%	0.27%
Social Work Supervisor I	SN6	H4	0.81%	0.27%	0.27%	0.27%
Social Work Supervisor II	SN8	SJ	0.81%	0.27%	0.27%	0.27%
Sr. Staff Development Trainer	SM9	SJ	0.81%	0.27%	0.27%	0.27%
Sr. Systems Software Analyst	UN5	VL	0.00%	0.00%	0.00%	0.00%
Systems Software Analyst	UN3	ZA	0.00%	0.00%	0.00%	0.00%
VAX Systems Software Analyst	UN1	ZA	0.00%	0.00%	0.00%	0.00%
Therapist - Physical Disabled	PP5	F5	7.57%	2.52%	2.52%	2.52%
Therapist Trainee - PD	PP4	F3	7.57%	2.52%	2.52%	2.52%
Treatment Plant Operator	MT3	ID	3.86%	1.29%	1.29%	1.29%
Electr Instr Supvr	MS8	MX	3.86%	1.29%	1.29%	1.29%
Electr Instr Tech I	MS3	HO	3.86%	1.29%	1.29%	1.29%
Electr Instr Tech II	MS5	GL	3.86%	1.29%	1.29%	1.29%
Sr. Treatment Plant Operator	MT6	IM	3.86%	1.29%	1.29%	1.29%
Treatment Plant Operator - Supervisor	MT8	MX	3.86%	1.29%	1.29%	1.29%
Treatment Plant Operator I - Tr	MT1	WO	3.86%	1.29%	1.29%	1.29%
Typist Clerk II	BC5	J8	0.23%	0.08%	0.08%	0.08%
Case Data Clerk	BN3	M6	2.23%	0.74%	0.74%	0.74%

Position Title	Class Code	Range	Total % Parity	PP 7/07 (3/8/2008) 1/3 Parity	PP 20/08 (9/6/08) 1/3 Parity	PP 20/09 (9/5/09) 1/3 Parity
Clerk I	BA4	D1	0.23%	0.08%	0.08%	0.08%
Clerk II	BA6	28	0.23%	0.08%	0.08%	0.08%
Clerk III	BA8	FB	0.23%	0.08%	0.08%	0.08%
Clerk III Supervisory	BA7	JF	0.23%	0.08%	0.08%	0.08%
Dupl Equip Opr I	CR1	DJ	0.23%	0.08%	0.08%	0.08%
Dupl Equip Opr II	CR3	29	0.23%	0.08%	0.08%	0.08%
Dupl Equip Opr III	CR7	IZ	0.23%	0.08%	0.08%	0.08%
*Election Worker - Central	BA2	KB	0.23%	0.08%	0.08%	0.08%
*Election Worker - Misc	BA1	KB	0.23%	0.08%	0.08%	0.08%
Imaging Technician	CC2	Y6	0.23%	0.08%	0.08%	0.08%
Legal Document Examiner	BU9	P3	7.23%	2.41%	2.41%	2.41%
Receptionist	BU3	KJ	0.23%	0.08%	0.08%	0.08%
Records Clerk	BV7	FB	0.23%	0.08%	0.08%	0.08%
Sr. Case Data Clerk	BN6	FI	2.23%	0.74%	0.74%	0.74%
Sr. Receptionist	BU7	JF	0.23%	0.08%	0.08%	0.08%
Student Worker I	VJ2	9	0.23%	0.08%	0.08%	0.08%
Student Worker II	VJ4	AR	0.23%	0.08%	0.08%	0.08%
Student Worker III	VJ6	AY	0.23%	0.08%	0.08%	0.08%
Student Worker IV	VJ8	AY	0.23%	0.08%	0.08%	0.08%
Typist Clerk I	BC3	J7	0.23%	0.08%	0.08%	0.08%
Typist Clerk III	BC7	JF	0.23%	0.08%	0.08%	0.08%
Typist Clerk III Supervisor	BC8	1	0.23%	0.08%	0.08%	0.08%
* Tied to Clerk II Step 1 - Section 165.1						
Warehouse Worker	CK3	Y9	1.83%	0.61%	0.61%	0.61%
Medical Supply Clerk	CL5	I4	1.83%	0.61%	0.61%	0.61%
Parking Attendant	BW4	27	1.83%	0.61%	0.61%	0.61%
Parts Clerk	MN1	KO	1.83%	0.61%	0.61%	0.61%
Purchasing Technician	CL6	35	1.83%	0.61%	0.61%	0.61%
Sr. Warehouse Worker	CK5	WJ	1.83%	0.61%	0.61%	0.61%
Welfare Fraud Investigator II	RH3	VF	3.79%	1.26%	1.26%	1.26%
Child Support Investigator I	RI1	KP	3.79%	1.26%	1.26%	1.26%
Child Support Investigator II	RI2	VF	3.79%	1.26%	1.26%	1.26%
Investigator Assistant	NV6	KN	3.79%	1.26%	1.26%	1.26%
Sr. Welfare Fraud Investigator	RH6	VG	3.79%	1.26%	1.26%	1.26%
Welfare Fraud Investigator I	RH2	KP	3.79%	1.26%	1.26%	1.26%

ATTACHMENT G of SEIU MOU – September 11, 2013 – September 23, 2016

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF SANTA CRUZ
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

Advance Enrollment Voluntary Time Off with Accrual (AVTO)

A. Purpose

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

B. Procedure

1. Employees will have a two (2) week enrollment period, from the date of authorization by the BOS, in which they may voluntarily elect to submit an application to reduce work hours in advance within the twelve (12) month fiscal period. Only employees who have attained permanent status with the County of Santa Cruz may participate in the AVTO program.
2. The application to participate in the AVTO shall be available to employees by request at the Personnel Office located at 701 Ocean Street, Rm 310. All employees will be notified in writing regarding the AVTO specifics and application location(s) prior to the implementation of the enrollment period.
3. Applications for voluntary leave shall be reviewed in good faith by the department head or department head designee. The department head or department head designee shall respond, in writing, to the application for voluntary leave under this program within twenty (20) calendar days.
4. The department head or department head designee shall approve the application or deny the application. Applications for voluntary leave will not be denied arbitrarily or capriciously. The decision of the department head or designee shall be final.
5. All persons in the AVTO will return to their original work schedule and pay status at the end of the twelve (12) month fiscal year. If an employee transfers, promotes, demotes, terminates, or in any other way vacates his or her position, that employee will be removed from the AVTO for the balance of the twelve (12) months. The

Union agrees that if the AVTO savings are not realized then mid-fiscal year layoffs may be required.

6. AVTO may be taken in increments of at least one full hour. Employees may choose to request a block of VTO within the fiscal year authorized by the BOS.

Example: An employee may request a block of VTO for any length of time within the twelve- (12) month fiscal period such as, but not limited to, a week, a month, or six (6) month period.

7. The County's contribution for the employer's contribution of medical, dental, retirement and life insurance for AVTO participants shall remain the same. The employees medical, dental, retirement, annual leave accrual and life insurance benefits shall remain the same during the AVTO leave.

8. AVTO shall apply toward time in service for step advancement.

9. AVTO shall not apply toward completion of probation.

10. AVTO shall apply toward seniority for purposes of layoff.

11. AVTO shall be granted without requiring employees to use annual leave.

12. AVTO shall not be considered paid leave for purposes of determining overtime eligibility.

13. AVTO shall not be considered when determining eligibility for holiday pay. 14. Differentials are not paid on AVTO hours.

15. AVTO may affect PERS service credit. Employees shall be responsible for contacting PERS and confirming the effect of their participation in AVTO.

C. Payment Options

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

D. Program Announcement

1. The County and the Union representatives shall encourage all departments and department employees who are able and willing to participate in AVTO to do so. Employees will not be disciplined, harassed, discriminated against, or otherwise adversely affected by choosing not to participate in AVTO by either the County or the Union.

2. The County and the Union Representatives shall develop and distribute literature regarding AVTO.

3. The County and the Union will hold joint brown bag lunch meetings to promote the AVTO program and answer questions on the AVTO program.

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