

MEMORANDUM OF  
UNDERSTANDING

FOR THE  
GENERAL REPRESENTATION  
UNIT

COUNTY OF SANTA CRUZ SEIU LOCAL 521



September 19, 2024 THROUGH SEPTEMBER 18, 2027

**GENERAL REPRESENTATION UNIT  
MEMORANDUM OF UNDERSTANDING  
2024-2027**

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## **ARTICLE 1      MEMORANDUM OF UNDERSTANDING: INTRODUCTION**

This is a Memorandum of Understanding between the County of Santa Cruz and the Service Employees International Union Local 521 for the General Representation Unit. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and SEIU Local 521 for County employees for the period September 19, 2024 through September 18, 2027 for all provisions, and supersedes all previous agreements.

It is understood and agreed that this MOU represents a complete and final understanding on all negotiable issues between the County and SEIU Local 521 on behalf of the General Representation Unit. This Agreement supersedes all previous memoranda of understanding or agreements between the parties on matters within the scope of representation except as specifically referred to in this Agreement. All ordinances, resolutions, minute orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement.

The provisions herein shall remain in effect for the life of the Agreement and unless otherwise stated neither party is obligated to reopen on any matter covered in this Agreement. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the County, SEIU Local 521 on behalf of the General Representation Unit shall be afforded notice pursuant to the County's Employer-Employee Relations Policy and shall have the right to meet and confer upon request. In the absence of any agreement, nothing herein is intended to limit the rights of the parties to take action in accordance with the law and this MOU.

It is understood and agreed that implementation of this Memorandum of Understanding will require certain modification by Board action to the salary, compensation and leave provisions of Section 160 (Salary, Compensations and Leave Provisions) of the Personnel Regulations by Board action.

## **ARTICLE 2      RECOGNITION**

**2.1** The County of Santa Cruz recognizes Service Employees International Union Local 521, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions and extra help positions within the General Representation Unit.

**2.2** The County agrees to pay Auditor-Controller charges for the cost of payroll deductions for Union dues and premiums for existing insurances.

**2.3** 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 following the County's receipt of a completed authorization form.

- 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 2.3.

### **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. Stewards may represent employees across departments only if authorized in advance by the Personnel Director or designee. The Union shall provide Personnel with information regarding the basis for the request.

The County and Union will jointly offer an eight (8)-hour basic Shop Steward training course once per calendar year as part of the Training Task Force program. The County agrees to provide release time for one (1) eight (8) hour Shop Steward training per calendar year in addition to the joint training session. 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, b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments, or c) emailed to the Union Member Resource Center and designated Union Organizer with all attachments. It shall be the Union's responsibility to provide the County with the appropriate email addresses and departmental assignments.

#### C. Bargaining Unit Employee Information

##### i. AB 119 Information

The County shall provide the Union with remote access to an electronic formatted file with a comprehensive list of all employees covered by this MOU that includes each employee's name, employee number, job title, department, work location, work, home, and personal cellular telephone numbers, work email address, personal email address (if on file with the County) and home address. The Union shall provide the County with the names of two Union employees who will be provided with passwords and instructions on how to access this information.

##### ii. Other Miscellaneous Reports

The County shall, on a bi-weekly basis, provide the Union with an electronic formatted file with payroll information that includes the employee name, date of birth, job title and department, as well as retiree names and addresses on a monthly electronic basis.

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, in a standardized electronic format.

#### 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 should be available for such purposes.

The Union acknowledges the County's priority for County programs, services and projects. The Union accordingly recognizes the need for the provision of notice as well as reasonable limitations in the administration of this Article. The Union thus recognizes that approval of leave under this Article may not be granted if an employee/Union board member or Shop Steward has specialized skills, talents, abilities and knowledge that are necessary and which cannot be reasonably replaced.

In accordance with Government Code 3558.8, the County will continue to pay the employee their regular compensation during leave which is approved under this Article and will continue to make its regular contributions toward the employee's retirement and insurance benefits/in-lieu stipends during that leave. Employees shall likewise continue to make their normal retirement and insurance contributions during approved Union leave under this Article.

The Personnel Department shall coordinate with the employee's department and the Auditor's Office to invoice the Union for the full cost of any compensation and benefits paid to or on behalf of the employee during their Union leave, and the Union shall reimburse the County for those costs within 30 days of receipt of the invoice. Reimbursable compensation shall include wages and any retirement contributions and insurance/in-lieu stipend payments made by the County on behalf of the employee and their dependents.

#### A. Short-Term Union Leave with Pay

The County and Union agree that an employee/Union board member or Shop Steward shall be entitled to an aggregate of twenty-five (25) working days per year time off without loss of pay or other benefits

for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:

1. The employee must request leave under this section (3.7.A) at least two (2) weeks in advance of the first day of the proposed leave using the County's Employee Request for Time Off form (PER 1082A).
2. If the timing of the requested leave period is not operationally feasible, the County and the Union will work in good faith to identify and agree upon an alternative leave period.
3. Employees granted leave under this section (3.7.A.) shall continue to earn full service credit during that leave and shall retain their rights to return to their position at the conclusion of the leave.

#### B. Long-Term Union Leave with Pay

The Union may request that an employee/Union board member of Shop Steward be granted leave without loss of compensation or other benefits by the appointing authority with the approval of the CAO for a period of up to twelve (12) months for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:

1. The employee must request leave under this section (3.7.B.) at least four (4) weeks in advance of the first day of the proposed leave using the County's Employee Request for Time Off form (PER 1082A).
2. Only employees who have successfully completed their probationary period and have permanent status in their current County position shall be eligible for leave under this section (3.7.B.).
3. Leave under this section (3.7.B.) is subject to the approval of the appointing authority and the County Administrative Officer. The CAO's decision on such leaves is final.
4. The County agrees to the Union's request that employees granted leave under this section (3.7.B.) shall continue to earn full service credit during that leave.
5. A person granted such leave who has permanent status in their class shall have the right to return to a position in that class.
6. While on such leave, the person shall not be considered a County employee for any purpose except, for an employee with permanent status in their 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 or appointed SEIU 521 bargaining team members during negotiations in accordance with Attachment C, incorporated herein by reference.

Preparation time for successor MOU negotiations will be considered in accordance with statutory requirements.

## **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 post the current Memorandum of Understanding on both the Internet and the County Intranet. Employees may request a copy of the Memorandum of Understanding from their supervisor or departmental Personnel Liaison.

### **4.3 CONFIDENTIAL POSITIONS**

A. 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 Employer-Employee Relations Resolution.

### **4.4 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.

#### 4.5 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).

#### 4.6 PAYROLL DEDUCTIONS AND PAY OVER

The County shall deduct Union dues 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.

- A. The Union provided the County with an initial certified list of its members on May 29, 2019. Going forward, the Union will provide the County with an updated list once a month.
- B. The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain authorizations for dues deduction, signed by the individual from whose salary or wages the deduction or reduction is to be made.
- C. The County shall deduct Union dues each pay period from each employee identified by the Union as a dues paying member and shall remit the dues to the Union along with a list of the corresponding employee numbers. The deduction report shall be submitted in writing with the union dues payment.
- D. Requests to authorize dues shall be directed to the Union rather than the County. Requests to revoke or change the authorization shall also be directed to the Union rather than the County. The Union shall notify the County by email within one week of any new requests for dues authorization/revocation/change in deductions. The County shall rely on the information provided in such emails and on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.
- E. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- F. Consistent with state law, the Union shall indemnify and hold harmless the County, its officers and employees, for (1) any claims made by an employee regarding deductions made in reliance on the Union's certification regarding a dues deduction authorization and (2) any claims made by an employee regarding deductions made in reliance on information provided by the Union regarding changes or cancellations to the deduction authorization.

## 4.7 UNION ORIENTATION

The County shall allow Union representative(s) to provide a Union orientation of up to thirty (30) minutes to represented employees immediately preceding each scheduled new employee in-processing meeting. The County and the Union representative(s) shall not malign either party, its employees or officials.

### A. Regularly Scheduled In-Processing Meetings

The County holds two new employee in-processing meetings each week on regularly established days and times. The County shall notify the Union of the regularly scheduled days and times for such meetings and shall provide the Union with at least ten days advance notice of any change in the regularly established days or times.

### B. Special In-Processing Meetings

There may be occasions where, due to special circumstances, an in-processing meeting must be held on a different day or time than the regularly established day and time. The County will provide the Union with as much notice as practicable of any such special in-processing meeting. In the event that a Union representative is unable to attend a non-regularly scheduled in-processing meeting, the County will provide a list of General Representation Unit attendees to the Union within two working days so the Union may contact them.

### C. Union Officers and Stewards Release Time

Subject to the quarterly review described below in Section 4.7.D., the County will approve paid release time for a shop steward or a union officer to provide a Union orientation immediately before both weekly in-processing meetings so long as at least one General Representation Unit member is registered to attend each meeting. It shall be the Union's responsibility to call the Personnel Department reception desk the morning of each scheduled meeting to determine whether any unit members are scheduled for in-processing that day. So long as at least one unit member is scheduled for the meeting, the steward or officer shall be allowed 30 minutes of release time for the Union orientation. If the steward or officer must travel to the meeting from another work location, they will also receive reasonable release time for travel. Typical travel time is 30 minutes each way (one hour total) for travel from Watsonville or 15 minutes release time each way (30 minutes total) for travel from other work locations, however, the County recognizes that at times this may need to be adjusted to accommodate traffic conditions.

The Union may, at its discretion, have more than one representative at any pre-in-processing Union orientation; however, only one employee will receive paid release time for any such meeting. If the Union wishes for more than one shop steward or union officer to attend any pre-in-processing Union orientation, the additional steward/officer must seek their supervisor's prior approval for time off to attend the meeting and if their request is approved they must use their own accruals for this time. Alternatively, the additional steward/officer may request to modify their work schedule to attend during their lunch period if doing so meets their department's operational needs.

The Union shall provide the Personnel Department with a quarterly schedule designating up to 12 shop stewards and union officers who will present Union orientations at new employee in-processing during the coming quarter and specifying the orientation dates assigned to each designated steward or officer. In order to limit the operational burden on the County, no steward or officer shall be assigned to present more than one orientation per month. The quarterly schedule must be provided by the 15<sup>th</sup> day of the month prior to each new quarter (i.e., by December 15, March 15, June 15 and September 15) in order to ensure adequate time to arrange release time. Release time will be approved in advance one quarter at a time. If no unit members are scheduled for in-processing on a date for which a steward or officer has been granted release time, the release time shall be automatically revoked, and it shall be the responsibility of the steward/officer to inform their supervisor of the change in circumstances. If a steward/officer is unable to attend in-processing on their assigned date, the Union may send a member of its staff in lieu of the steward/officer.

#### D. Quarterly Review

The twice-weekly release time shall be subject to quarterly review to ensure that it is not unduly burdensome to County operations. Should the County provide the Union with objective examples of operational challenges, the parties will promptly meet and discuss those challenges in a collaborative effort to identify a mutually agreeable way to satisfactorily mitigate those challenges. Changes to release time shall be subject to mutual agreement.

### **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 their 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 their 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 they 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, creed, disability (mental and physical), medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, childbirth, breastfeeding, or other related medical conditions, gender, gender identity, gender expression, genetic information, military or 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 for exercising their rights under this Memorandum of Understanding or for forming, joining or participating in activities of the Union or providing testimony to any public body (e.g., 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 or federal law is passed to reduce 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 first full pay period after ratification by the Union and Board of Supervisors approval, each step in the salary range for all employees shall be increased by 4%.
2. Effective the first full pay period in September 2025, each step in the salary range for all employees shall be increased by 4%.
3. Effective the first full pay period in September 2026 each step in the salary range for all employees shall be increased by 3.5%.

#### C. Equity Adjustments

1. Effective the first full pay period in January 2025, all employees in the Environmental Health Specialist I benchmark classifications shall receive an equity adjustment of 3.29%.
2. Effective the first full pay period in January 2027, all employees in the Environmental Health Specialist I benchmark classifications shall receive an equity adjustment of 3.29%.
3. Effective the first full pay period in January 2025, all employees in the Agricultural Weights and Measures Inspector II benchmark classifications shall receive an equity adjustment of 3.13%.
4. Effective the first full pay period in January 2027, all employees in the Agricultural Weights and Measures Inspector II benchmark classifications shall receive an equity adjustment of 3.13%.
5. Effective the first full pay period in January 2025, all employees in the Public Health Nurse II benchmark classifications shall receive an equity adjustment of 2.88%.
6. Effective the first full pay period in January 2027, all employees in the Public Health Nurse II benchmark classifications shall receive an equity adjustment of 2.88%.
7. Effective the first full pay period in January 2025, all employees in the Pharmacist benchmark classifications shall receive an equity adjustment of 2.87%.
8. Effective the first full pay period in January 2027, all employees in the Pharmacist benchmark classifications shall receive an equity adjustment of 2.87%.
9. Effective the first full pay period in January 2025, all employees in the IT Network/Communications Analyst II benchmark classifications shall receive an equity adjustment of 2.72%.

10. Effective the first full pay period in January 2027, all employees in the IT Network/Communications Analyst II benchmark classifications shall receive an equity adjustment of 2.72%.
11. Effective the first full pay period in January 2025, all employees in the Public Health Microbiologist benchmark classifications shall receive an equity adjustment of 2.62%.
12. Effective the first full pay period in January 2027, all employees in the Public Health Microbiologist benchmark classifications shall receive an equity adjustment of 2.62%.
13. Effective the first full pay period in January 2025, all employees in the Clinical Lab Scientist benchmark classifications shall receive an equity adjustment of 2.28%.
14. Effective the first full pay period in January 2027, all employees in the Clinical Lab Scientist benchmark classifications shall receive an equity adjustment of 2.28%.
15. Effective the first full pay period in January 2025, all employees in the California Childrens Services Physical Therapist benchmark classifications shall receive an equity adjustment of 2.06%.
16. Effective the first full pay period in January 2027, all employees in the California Childrens Services Physical Therapist benchmark classifications shall receive an equity adjustment of 2.06%.
17. Effective the first full pay period in January 2025, all employees in the Radiological Technologist benchmark classifications shall receive an equity adjustment of 2.03%.
18. Effective the first full pay period in January 2027, all employees in the Radiological Technologist benchmark classifications shall receive an equity adjustment of 2.03%.
19. Effective the first full pay period in January 2025, all employees in the Sr. Mental Health Client Specialist I benchmark classifications shall receive an equity adjustment of 1.71%.
20. Effective the first full pay period in January 2027, all employees in the Sr. Mental Health Client Specialist I benchmark classifications shall receive an equity adjustment of 1.71%.
21. Effective the first full pay period in January 2025, all employees in the Welfare Fraud Investigator II benchmark classifications shall receive an equity adjustment of 1.35%.
22. Effective the first full pay period in January 2027, all employees in the Welfare Fraud Investigator II benchmark classifications shall receive an equity adjustment of 1.35%.
23. Effective the first full pay period in January 2025, all employees in the IT System Administration Analyst II benchmark classifications shall receive an equity adjustment of 1.32%.

24. Effective the first full pay period in January 2027, all employees in the IT System Administration Analyst II benchmark classifications shall receive an equity adjustment of 1.32%.
25. Effective the first full pay period in January 2025, all employees in the Communications Technician II benchmark classifications shall receive an equity adjustment of 1.24%.
26. Effective the first full pay period in January 2027, all employees in the Communications Technician II benchmark classifications shall receive an equity adjustment of 1.24%.
27. Effective the first full pay period in January 2025, all employees in the Social Worker II benchmark classifications shall receive an equity adjustment of 1.23%.
28. Effective the first full pay period in January 2027, all employees in the Social Worker II benchmark classifications shall receive an equity adjustment of 1.23%.
29. Effective the first full pay period in January 2025, all employees in the Benefits Representative benchmark classifications shall receive an equity adjustment of 1.19%.
30. Effective the first full pay period in January 2027, all employees in the Benefits Representative benchmark classifications shall receive an equity adjustment of 1.19%.
31. Effective the first full pay period in January 2025, all employees in the Building Permit Technician II benchmark classifications shall receive an equity adjustment of 1.11%.
32. Effective the first full pay period in January 2027, all employees in the Building Permit Technician II benchmark classifications shall receive an equity adjustment of 1.11%.
33. Effective the first full pay period in January 2025, all employees in the Senior Social Worker benchmark classifications shall receive an equity adjustment of .98%.
34. Effective the first full pay period in January 2027, all employees in the Senior Social Worker benchmark classifications shall receive an equity adjustment of .98%.
35. Effective the first full pay period in January 2025, all employees in the Treatment Plant Operator benchmark classifications shall receive an equity adjustment of .89%.
36. Effective the first full pay period in January 2027, all employees in the Treatment Plant Operator benchmark classifications shall receive an equity adjustment of .89%.
37. Effective the first full pay period in January 2025, all employees in the Civil Engineer benchmark classifications shall receive an equity adjustment of .79%.
38. Effective the first full pay period in January 2027, all employees in the Civil Engineer benchmark classifications shall receive an equity adjustment of .79%.



39. Effective the first full pay period in January 2025, all employees in the IT Application Development & Support Analyst II benchmark classifications shall receive an equity adjustment of .65%.
40. Effective the first full pay period in January 2027, all employees in the IT Application Development & Support Analyst II benchmark classifications shall receive an equity adjustment of .65%.
41. Effective the first full pay period in January 2025, all employees in the Building Inspector II benchmark classifications shall receive an equity adjustment of .49%.
42. Effective the first full pay period in January 2027, all employees in the Building Inspector II benchmark classifications shall receive an equity adjustment of .49%.
43. Effective the first full pay period in January 2025, all employees in the Personnel Technician benchmark classifications shall receive an equity adjustment of .46%.
44. Effective the first full pay period in January 2027, all employees in the Personnel Technician benchmark classifications shall receive an equity adjustment of .46%.
45. Effective the first full pay period in January 2026, all employees in the Sanitation Maintenance Worker II benchmark classifications shall receive an equity adjustment of 3.29%.
46. Effective the first full pay period in January 2027, all employees in the Sanitation Maintenance Worker II benchmark classifications shall receive an equity adjustment of 3.29%.
47. Effective the first full pay period in January 2025, all employees in the Building Construction Maintenance Worker II benchmark classifications shall receive an equity adjustment of .40%.
48. Effective the first full pay period in January 2027, all employees in the Building Construction Maintenance Worker II benchmark classifications shall receive an equity adjustment of .40%.
49. Effective the first full pay period in January 2025, all employees in the Code Compliance Investigator II benchmark classifications shall receive an equity adjustment of .33%.
50. Effective the first full pay period in January 2027, all employees in the Code Compliance Investigator II benchmark classifications shall receive an equity adjustment of .33%.

#### D. Animal Services Classifications

1. Effective the first full pay period in January 2026, the step 5 hourly pay rate for the following job classifications will increase by 1%:
  - A. Animal Care Worker
  - B. Animal Control Officer I
  - C. Animal Control Officer II
  - D. Animal Health Specialist

- E. Animal Services Assistant
  - F. Animal Services Clerk Dispatcher
  - G. Animal Services Coordinator
  - H. Registered Veterinary Technician
  - I. Shelter Maintenance Manager
2. Effective the first full pay period in January 2026, a new step 6 shall be added to the salary range for the following job classifications:
- A. Animal Care Worker
  - B. Animal Control Officer I
  - C. Animal Control Officer II
  - D. Animal Health Specialist
  - E. Animal Services Assistant
  - F. Animal Services Clerk Dispatcher
  - G. Animal Services Coordinator
  - H. Registered Veterinary Technician
  - I. Shelter Maintenance Manager

The step 6 hourly pay rate for each of the above classifications shall be 5% higher than the step 5 hourly pay rate for the same class.

## 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 layoff, the employee shall receive credit for hours of service previously accrued in the step held when their 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, and 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, except that employees in the classification of Group Supervisor II or Sr. Group Supervisor who are routinely assigned in the capacity of an Institutional Supervisor in order to meet the demands of a 24/7 facility. Work in a Higher Class compensation shall be applicable for all hours assigned, not just those exceeding forty (40) cumulative hours.
- 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.

## 7.7 DIRECT DEPOSIT

Existing and newly appointed employees in the General Representation Unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to a position in this unit to complete a payroll authorization form for a participating financial institution. Payroll authorization forms are available from the employee's departmental payroll clerk or the County's Intranet.

Employees who wish to receive a paper paycheck shall submit a statement to the Personnel Director that they are unable to obtain a bank account, or have another hardship. The Personnel Director shall evaluate each request on a case by case basis.

## **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.

## **8.2 MECHANIC TOOL ALLOWANCE**

All employees in budgeted positions in the classes listed below shall be eligible to receive a tool reimbursement of up to a maximum of \$1,000 per contract year, which shall be paid following presentation of receipts documenting the purchase:

Automotive Mechanic  
Senior Automotive Mechanic  
Heavy Equipment Service Worker  
Heavy Equipment Mechanic I  
Heavy Equipment Mechanic II  
Supervising Heavy Equipment Mechanic  
Pump Maintenance Mechanic

## **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 either 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 PEPRA. 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 PEPRA. 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 PEPRAs. 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.

#### **9.6 RETIREMENT (PERS) – LOCAL MISCELLANEOUS MEMBERS & COUNTY PEACE OFFICER SAFETY MEMBERS TIER 3 CAP**

##### **A. Compensation Cap**

Employees hired on or after January 1, 2013, who fall in Tier 3 as defined in Article 9.1.A.3 are subject to the compensation cap pursuant to PEPR (AB340). Upon reaching the compensation cap as determined by AB340, the employee and employer contributions to CalPERS retirement shall cease until the first full pay period in the following calendar year. In lieu of CalPERS retirement



contributions the employee may participate with the employer in a Defined Contribution Plan administered by a third party and in accordance with Internal Revenue Service Regulations, administrator guidelines, and AB340.

Such Defined Contribution Plan shall require employee and employer contributions for those employees who choose to participate in the plan. Pursuant to the Defined Contribution Plan guidelines, the decision to participate is a one-time irrevocable decision. Newly eligible employees shall be provided an election window that is governed by Internal Revenue Service Regulations and administrator guidelines. For plan participants, the employee contribution shall be three percent (3%), and the employer contribution shall be the lesser of six and one-quarter percent (6.25%) or the current CalPERS Tier 3 employer contribution rate, for all regular salary earnings over the compensation cap. Contributions shall be administered through a payroll deduction for employees.

### 1. Vesting

The Defined Contribution Plan shall include a vesting component which requires six (6) years of Santa Cruz County service and an age requirement of fifty (50) years. The date of County service, for the purpose of vesting under this article only, shall be the employee's date of hire. An employee who separates and returns to Santa Cruz County is deemed to have qualifying consecutive County service, as long as the employee does not withdraw their employee contributions from the defined contribution plan.

Employer contributions will become fully vested and available to the employee after six (6) years of Santa Cruz County service and upon reaching age 50, subject to any other plan requirements as defined by the third party administrator. As long as the employee does not withdraw their employee contributions from the defined contribution plan, the employer contribution is vested upon achieving the years of service and age, even if the employee is no longer an employee of Santa Cruz County.

### 2. Investment Control

Employees shall be responsible for the investment and control of the employee contributions and the employer shall be responsible for the investment and control of the employer contributions until contributions become vested as described above. The County will invest the contributions with fiduciary responsibility in a manner consistent with other County Investments. Employees may request information from the Personnel Department regarding investment strategy and the rate of return.

### 3. Disability

An employee who is deemed to be disabled for the purposes of CalPERS retirement will be considered vested under the defined contribution plan, upon providing Santa Cruz County with the CalPERS approval.

#### 4. Me Too Provisions

If the County offers a different plan to other Tier 3 employees during the term of this agreement, SEIU has the option of adopting the terms of that plan, subject to Internal Revenue Service Regulations, and plan administrator guidelines.

### **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.

The Parties agree to meet and confer on potential impacts within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the County sponsored medical plans.

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 2024, 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 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$978.71. This includes the PEMHCA minimum contribution in 1(a)(1).
2. Employee + one dependent = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,854.39. This includes the PEMHCA contribution in 1(a)(2).
3. Employee + two or more dependents = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,410.70. This includes the PEMHCA contribution in 1(a)(3).

At no time during the 2024 plan year will the County pay more than the full costs associated with employees' health plan selection.

2. For calendar year 2025, 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 2025 premium of the third lowest cost HMO available in CalPERS Health (\$1,078.05). This includes the PEMHCA minimum contribution in 2(a)(1).
2. Employee + one dependent = 90% of the 2025 premium of the third lowest cost HMO available in CalPERS Health (\$2,042.62). This includes the PEMHCA contribution in 2(a)(2).
3. Employee + two or more dependents = 90% of the 2025 premium of the third lowest cost HMO available in CalPERS Health (\$2,655.41). This includes the PEMHCA contribution in 2(a)(3).

At no time during the 2025 plan year will the County pay more than the full costs associated with employees' health plan selection.

3. For calendar year 2026, 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 2026 premium of the third lowest cost HMO available in CalPERS Health, but not less than \$1,078.05. This includes the PEMHCA minimum contribution in 3(a)(1).
2. Employee + one dependent = 90% of the 2026 premium of the third lowest cost HMO available in CalPERS Health, but not less than \$2,042.62. This includes the PEMHCA contribution in 3(a)(2).
3. Employee + two or more dependents = 90% of the 2026 premium of the third lowest cost HMO available in CalPERS Health, but not less than \$2,655.41. This includes the PEMHCA contribution in 3(a)(3).

At no time during the 2026 plan year will the County pay more than the full costs associated with employees' health plan selection.

4. For calendar year 2027, 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 2027 premium of the third lowest cost HMO available in CalPERS Health, but not less than \$1,078.05. This includes the PEMHCA minimum contribution in 4(a)(1).
2. Employee + one dependent = 90% of the 2027 premium of the third lowest cost HMO available in CalPERS Health, but not less than \$2,042.62. This includes the PEMHCA contribution in 4(a)(2).
3. Employee + two or more dependents = 90% of the 2027 premium of the third lowest cost HMO available in CalPERS Health, but not less than \$2,655.41. This includes the PEMHCA contribution in 4(a)(3).

At no time during the 2027 plan year will the County pay more than the full costs associated with employees' health plan selection.

- 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 six (6) 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.b 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. 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.

#### I. Waiver of Coverage.

Employees who meet the following criteria are eligible to receive a cash “opt out” payment of \$200 per month.

1. The employee must opt out of (waive) medical coverage through the County.
2. The employee must provide proof of and attest to having minimal essential coverage as defined by the Internal Revenue Service (IRS) through another group health plan (or other plan deemed acceptable by the IRS) for the employee and for all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable plan year to which the opt out payment applies.
3. The employee must provide the County with proof of and attestation to coverage every plan year. Such proof and attestation must be provided at the time the employee first wishes to opt out of County-provided medical insurance, and during Open Enrollment each year thereafter, so long as the employee wishes to continue to opt out of County provided medical coverage.

Reimbursements to employees shall be made on a quarterly basis.

### 10.2 DENTAL CARE

1. The County offers dental plan options through Delta Dental or comparable providers. The options shall include a "fee-for-service" plan. Enrollees may go to any dentist and be covered 80% for basic and preventative services and 50% for major services or enrollees may go to a preferred provider and be covered 100% for basic and preventative services and 60% for major services.
2. The County will also offer a dental option that covers most services at 100% and offers limited orthodontia coverage. Enrollees in this plan must utilize assigned providers only.

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 of participation to be borne by the employee through a payroll deduction.
- B. When an employee is on a leave of absence during which time the employee has applied or reapplied for SDI, the employee has the option to utilize their annual leave or remain in an unpaid status during the seven (7) day waiting period required for SDI.

#### **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 (DIRECT PAY)**

The County and Union agree to abide by CalPERS requirements under the California Public Employees' Retirement Law regarding continuation of insurances during leaves of absence without pay. In order to continue County insurance benefits coverage during a leave of absence without pay of a full pay period or more, the employee must pay their insurance premiums in accordance with the provision of this Article (10.7). Employees who do not follow the procedure set forth below may have their insurance benefits canceled during the period of their leave of absence without pay.

- A. Employees granted leave of absence without pay of one full pay period or longer shall notify the Benefits Division of the Personnel Department. Benefits staff will meet with employees upon request to explain how the leave may affect their health insurance benefits. An employee who elects to continue their benefits coverage during an unpaid leave of absence of one full pay period or longer shall continue to pay their premiums during their leave of absence.

## B. Health Insurance.

1. If the leave is under 30 calendar days, the County will collect the amount due through payroll deductions after the employee returns to paid status in accordance with Article 10.7.D.
2. In order to continue to receive health benefits during an unpaid leave of absence of 30 calendar days or longer, the employee must enroll in the CalPERS Direct Pay program and pay 100% of their health plan premium (both the employee and the County contributions) directly to the health plan. Personnel will provide the employee with a Direct Pay packet which the employee must complete and return. The employee will then be enrolled in Direct Pay and the health plan will provide them with information on the premium payment process.
  - a. As required by Federal or State law, the County will reimburse eligible employees who are on approved leaves under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL) or Workers' Compensation for the County share of the health plan premium for both the employee and dependents, in the same amount as if the employees were working or on paid leave.

The employee is responsible for paying the regular employee contribution for their benefits and those of their dependents and will not be reimbursed for that contribution.

- b. An employee on an approved Medical leave of absence that is not FMLA, CFRA, PDL or Workers' Compensation will be reimbursed for the County share of the health plan premium for the employee only. The employee will not be reimbursed for the County share of the health plan premium for any dependents.

The employee is responsible for paying the regular employee contribution for their benefits and those of their dependents and will not be reimbursed for that contribution.

- c. An employee on a Personal leave of absence is responsible for the full County and employee shares of the premiums for both the employee and their dependents for the health plan and will receive no reimbursement.
3. If an employee declines to enroll in Direct Pay or fails to pay their premiums to their health plan as required, health benefit coverage for the employee and any dependents may be canceled.
4. Employees who do not pay for insurance coverage during the leave of absence are treated like a new employee with regard to determining when coverage begins. 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 purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

## C. Other Benefits.

1. An employee on any of the above types of leave other than Personal leave is responsible for paying the County the employee contribution toward dental, dependent vision and supplemental

life insurance and any other similar fee for service benefits in order to retain these services. The County will continue to cover the regular County contribution.

2. An employee on a Personal leave of absence is responsible for paying the County both the full County and the full employee contributions toward the premiums for both the employee and their dependents for dental, vision, and both regular and supplemental life insurance, and any other similar fee for service benefits in order to retain these services.
3. During any unpaid leave, the employee is responsible for paying the County their regular contribution toward any pre-tax program they are enrolled in under Article 10.1.F. (Flexible Spending Account).

#### D. Repayment

The County shall have the right to recover from the employee any unpaid contributions due under this Article (10.7).

##### a. Current Employees

If the employee continues employment with the County following the end of the unpaid leave, upon the employee's return to paid status the County shall provide the employee with a written accounting of any amount due and shall recover that amount through payroll deductions. Such deductions shall not exceed \$250 per pay period and shall continue until the full amount due has been recovered.

##### b. Separated Employees

If the employee separates from County employment before the full amount due has been recovered, the County shall have the right to recover any amounts still owing through 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 Concern or comparable plan.

### **ARTICLE 11 MEAL PERIODS, REST PERIODS, CLEAN-UP TIME**

#### **11.1 MEAL PERIODS**

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. Supervisors should make advance arrangements for relief or coverage as needed to ensure that employees are able to take their meal periods. An employee who is not relieved of duty in time to take their scheduled meal period should immediately notify their supervisor, who shall be responsible for arranging coverage as needed so the employee can take their meal period as soon thereafter as possible. Employees required to be at workstations 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 shall be taken as close to the middle of the work period as is practicable. Supervisors should make advance arrangements for relief or coverage as needed to ensure that employees are able to take their rest periods. If an employee has the opportunity to take a rest period but fails to do so, the rest period is waived.

Restroom breaks shall not count against employees' rest periods.

#### **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. Operational needs vary by department. Departments shall ensure that plans are in place to relieve employees at the end of their scheduled shifts. Departments shall ensure that employees are relieved at the end of their scheduled shifts when overtime is not approved. This shall not prevent the parties from mutually agreeing to other arrangements.

## 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 workday, 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 workday 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 their 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.
- B. 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 they reach 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.
- C. Compensation.
  - 1. All employees assigned on-call duty shall receive \$4.00 per hour when assigned to be on-call.
  - 2. Effective the first full pay period after Union ratification and Board of Supervisors approval, all employees assigned on-call shall receive \$4.50 per hour (or \$36 for an 8-hour period, \$72 for a 16-hour period, and \$108 for a 24-hour period) when assigned to be on-call.
- D. 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.
  - 1. Employees in Informational Technology (IT) classifications, who are authorized by the department head to remotely access County IT systems and who are able to meet operational needs shall be compensated as outlined below in 13.2.B.1.a
    - a. Employees who work remotely shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of one (1) hour of overtime compensation shall be allowed for all periods of work less than one (1) hour.

Multiple calls within the same one (1) hour period shall be included in the time already compensated for in that one (1) hour period.

### **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 \$7.25 per hour, or the Federal hourly minimum wage whichever is greater, 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 their 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 \$1.75/hour above their hourly salary rate for a swing shift differential.
- 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 \$2.00/hour above their hourly salary rate for a graveyard shift differential.



- 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 \$1.00 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 the first full pay period in September 2025, the County shall provide bilingual payment of \$1.35 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.

The County shall provide bilingual payment of an additional \$1.35 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 the first full pay period in September 2025, the County shall provide bilingual payment of \$1.75 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.

"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 \$1.25 per hour over their 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 AND JUVENILE HALL FACILITIES DIFFERENTIAL**

A. Effective October 22, 2016, employees in the following classifications shall receive a differential of \$1.00 per hour above base hourly rate when assigned to detention facilities or the juvenile hall facilities:

- Cook
- Head Cook
- Detention LVN
- Detention Nurse Specialist I
- Detention Nurse Specialist II

#### **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. Effective the pay period beginning September 17, 2022, employees who have completed 41,600 County Service Hours (equivalent to approximately 20 years of full-time employment) shall be paid a Longevity Differential of 3% of their base hourly rate.

C. For the purposes of the longevity differential only, employees with a break in service from Santa Cruz County may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer (CAO); and only for service years with the County of Santa Cruz, if the employees had permanent Civil Service status and were in good standing at the time of separation, and return to County employment in a budgeted position within two years of separating. The decision of the CAO shall be final.

D. For the purposes of the longevity differential only, employees who leave County service in order to pursue higher education may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer (CAO); and only for service years with the County of Santa Cruz, if the employees had permanent Civil Service status and were in good standing at the time of separation, and return to County employment in a budgeted position within four years of separating, upon presentation of proof that the employees spent the full four years of separation enrolled in higher education. The decision of the CAO shall be final.

E. Employees are eligible for credit for previous service years under C or D but not both.

#### **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 MILEAGE REIMBURSEMENT**

- A. The County agrees to reimburse employees for authorized use of their private vehicles at the Internal Revenue Service maximum allowable rate in effect at the time of travel as confirmed by the Auditor-Controller.
- B. Changes to the mileage reimbursement rate will commence in accordance with Internal Revenue Service timelines and regulations.

- C. Employees are expected to travel by the shortest route between the two points of travel whenever feasible but may take an alternate route if circumstances make the shortest route impractical (e.g., traffic conditions, road work, etc.). Employees shall make a notation on their travel claim form of the reason for any alternate route taken.

## **15.2 REIMBURSEMENT FOR PROPERTY DAMAGE**

In the event that an employee, required by their 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 the employee's 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 \$2,000 provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

## **15.3 REIMBURSEMENT FOR LICENSES OR CERTIFICATES**

Employees may be reimbursed for the cost of licenses or certificates under the following conditions:

- A. For licenses and certificates required by Federal, State or County laws or by class specifications:
  - 1. Employees shall be eligible for a maximum reimbursement of \$600 per calendar year.
  - 2. 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.
  - 3. 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.
- B. For job-related but not required licenses and/or certificates, and subject to Department Head approval:
  - 1. Employees in the classification of Building Permit Technician I, Building Permit Technician II, Senior Building Permit Technician, and Building Counter Supervisor shall be eligible for a maximum reimbursement of \$600 per calendar year for ICC certificates.
  - 2. Employees in the classification of Accountant I, Accountant II, Accountant III, Accounting Analyst, Auditor I, Auditor II, Auditor III, and Auditor IV shall be eligible for a maximum reimbursement of \$600 per calendar year for Certified Public Accountant certificates.
- C. Reimbursement pursuant to this Article shall only apply to fees paid by the employee during the calendar year. 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.

## **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 their 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 105 of the County Procedures Manual.

Meal payment for breakfast is allowable:

1. If the required emergency work begins at least two (2) hours before the beginning of the regular workday.

Meal payment for lunch is allowable:

1. If the required emergency work begins at least two (2) hours before the beginning of the regular workday 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 workday; 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 workday.

## **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. June 19, known as "Juneteenth"
7. July 4 - Independence Day
8. The first Monday in September, known as "Labor Day"
9. The second Monday in October, known as "Indigenous People's Day"
10. November 11 - known as "Veterans Day"
11. The Thursday in November appointed as "Thanksgiving Day"
12. The Friday in November - the day after Thanksgiving Day
13. December 24 - "Christmas Eve"
14. 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 December 24 will be treated as a Santa Cruz County holiday on the preceding Thursday. Should December 25 fall on a Sunday or Monday, December 24 will be treated as a Santa Cruz County holiday 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 their 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 workday, the employee shall be paid at the regular hourly salary rate for their 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 their last scheduled workday prior to the holiday and their 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 workday 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 their last scheduled workday prior to the holiday and their 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/Care of a Family Member.

Employees shall become eligible to utilize annual leave for the purposes of sick time on the 90<sup>th</sup> day of employment. 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 they may care for a sick or injured member of their immediate family requiring their care, or in order that they may obtain medical consultation to preserve their 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 their 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 fourteen (14) 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, the employee shall receive their 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

In accordance with California Government Code 12945.7, employees who have been employed by the County for at least 30 days shall be granted bereavement leave with pay by their appointing authority in the case of the death of the following family members:

- the employee's spouse/domestic partner,
- the children, grandchildren, stepchildren, foster children, and adopted children of the employee and/or of the employee's spouse/domestic partner,
- the parents of the employee and/or of the employee's spouse/domestic partner,
- the step-parents of the employee and/or of the employee's spouse/domestic partner,
- the grandparents of the employee,
- and the siblings of the employee and/or of the employee's 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.

Employees are eligible for five (5) days off for bereavement leave of which three (3) days shall be paid and two (2) days shall be unpaid, except that when the employee must travel outside of California as the result of a death occurring outside of California, all five (5) days shall be paid. Employees may use available annual leave or other accruals on any unpaid days of bereavement leave. 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.

Pursuant to California Government Code 12945.7, the County has the right to request documentation of the death within thirty (30) days of the first day of the bereavement leave. The days of bereavement leave do not have to be consecutive, but the bereavement leave must be completed within three (3) months of the date of the death of the family member.

## **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 their 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 all parents of a newborn or a newly adopted child not covered by 17.8(A), 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 these 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 their 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 the employee's 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 their 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 written materials in the employee's personnel file that do not bear the employee's signature. The written response shall be placed in the employee's personnel file. An

employee and/or their 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, their 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, which are available on both the County Intranet and on the Internet.

#### **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 CAL-OSHA and all other applicable federal and state codes relating to employee safety and health while on the job. 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.
- C. If the department head or designee is unable to abate the hazard promptly, the matter shall be referred to the County Safety Officer for resolution. The County Safety Officer shall investigate and act within the limits of their authority on identified potential hazards in a timely manner. The County Safety Officer shall forward their findings to the Personnel Director for action as they deem appropriate.
- D. Additionally, the Union shall appoint four representatives to the County Labor/Management Health and Safety Committee to meet with the County Safety Officer quarterly regarding the County Health and Safety Program. Health and Safety Committee meetings shall be quarterly at mutually agreed times and places unless there is an agreement not to meet. Activities may include, but are not limited to, accompanying the Safety Officer on safety inspections, reviewing reports on hazards and injuries, reviewing health and safety practices, developing advisory programs and services on safe work practices, recommending health and safety training programs, and making recommendations on the above matters to departments and/or the County Administrative Officer.

Upon request, the County shall provide to the Health and Safety Committee and the Union a copy of OSHA Log 300 and other information that is reasonably available and non-confidential on work-related injuries and illnesses. In the event of emergency conditions posing immediate danger to the health and safety of County employees; the County Safety Officer will arrange for immediate release time for the chair of the Health and Safety Committee or other designated committee member to meet jointly with the County Safety Officer at the specific work site.

The County shall make every reasonable effort to provide a safe and healthy workplace and protect employees from workplace violence. Protective measures may include the following as appropriate:

- Safety trainings on a regular basis
- Evaluations for ergonomic issues and concerns
- Assignment of contract security personnel
- Training in assault prevention and in management of assaultive behavior
- Installation in County facilities of security equipment
- Necessary safety equipment for staff on field assignments
- Reasonable measures for security in employee parking lots

E. Right to Act:

No employee will be disciplined for reasonably refusing to perform an unsafe act or job.

## **ARTICLE 21 CLASSIFICATION ACTIONS AND SALARY PROTECTION**

### **21.1 CLASSIFICATION ACTION**

- A. The County shall notify the official Union representative regarding appropriate classifications whenever the County intends to classify, reclassify, create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten (10) working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four (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 Long Form Position Description Form (PDF) (PER65BF) 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 their 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 their 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. The provisions of this section (21.1.B.) shall be suspended during calendar year 2025, and instead classification studies during that year shall be conducted in accordance with Article 21.1.C., below.

### C. 2025 Special Classification Studies

Classification studies shall be conducted for all employees in the following classifications who submit a completed Long Form Position Description Form (PDF) to the Personnel Department by January 31, 2025:

- a. Social Worker IIs assigned to the In-Home Supportive Services (IHSS) unit
- b. Medical Billing Technician
- c. Senior Medical Billing Technician
- d. Senior Building Equipment Mechanic
- e. Senior Plumber
- f. Senior Electrician
- g. Comparison study between Medical Assistant and Medical Care Service Worker

No study will be conducted for employees who do not submit a completed PDF by the January 31, 2025 deadline. The study will be completed and the results implemented within one (1) year of the date the PDF was received in the Personnel Department.

## 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 their 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 their 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 their 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.

## **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 their 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 that 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, that 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.
9. Relationship Affirmation, Article 4.1

C. Alleged violations of Article 6A.1 (anti-discrimination) are arbitrable; provided compliance with 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 via a written appeal and request to the Personnel Director within seven (7) calendar days of the employee's receipt of said decision. 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 or arbitrator 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

The County and the Union agree that the informal resolution of grievances promotes harmonious employee-management relations. 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. If the Union and County management are actively engaged in an attempt to resolve the matter informally, the parties may agree in writing to toll the time limit for filing the grievance until the informal process concludes.

### 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, they may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Personnel Director or designated representative. The Personnel Director or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. 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 an arbitrator. The written appeal shall be filed with the Personnel Director.

4. MEDIATION

Prior to advancing to arbitration under "5-ARBITRATOR," both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to arbitration. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the arbitrator.

## 5. ARBITRATOR

The arbitrator'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 arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified arbitrators. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the arbitrator. The party having the first choice to strike a name from the list shall be determined by lot.

- a. Procedures for choosing an arbitrator shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the arbitrator, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the arbitrator.
- 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 arbitrator in lieu of a hearing.
- c. Except when briefs are submitted as specified in the preceding, it shall be the duty of the arbitrator 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.
- d. The arbitrator 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 arbitrator 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.
- e. The decision of the arbitrator 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 G 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 they 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, the employee shall displace first in the highest class in which the employee has rights. Should an employee have the right to displace to two (2) or more equal, lower classes, the employee 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. Countywide Reemployment Lists.

If an opening occurs in a class in departments other than the one in which the layoff took place, the Personnel Director shall certify the 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 Countywide 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. The employee refuses one offer of an interview or one offer of reemployment in the class from which they were 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 their appointing authority which specifies the class in which they wish 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 TUITION REIMBURSEMENT AND TRAINING**

#### **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 semi-annually, upon request by the Union. The scope of the task force shall be:

1. Reviewing and helping select in-house and on-line training programs to help employees prepare for promotional opportunities, clarify career paths within the County service and identify and overcome barriers to career advancement; and
  2. Discuss and make recommendations to the Personnel Department regarding ways to improve upward mobility and promotional opportunities for current County employees.
- B. All employees are assigned to watch the on-line New Employee Orientation (NEO) on paid work time soon after joining the County workforce. The NEO includes a new member orientation module developed by SEIU.
- C. For the term of this agreement, the County will provide \$25,000 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. 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 for the same expenses under both this provision and the provisions of Article 15.3.
  4. Reimbursements under this Article (25.1.C.) shall be requested and processed in accordance with Personnel Administrative Manual Section VIII.6. The maximum reimbursement any employee may receive pursuant to this Article is \$400 per calendar year.

**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, benefits representatives, employment training specialists and social workers fairly.
- B. In an effort to fairly distribute workload, the HSD management will act to assign staff and/or distribute cases and tasks, with consideration of such factors as case/task complexity, training status, worksite operations, and/or permanent reduction in FTE.

- C. The Workload Committee shall consist of management representatives and Union stewards or alternates from HSD. Additional attendees may be agreed upon at the request of management or the Union. Committee representation may differ by Division/Program. Meetings will be held at either party's request.
- D. The purpose of the Workload Committee shall be to address workload concerns arising from cases/tasks, and/or functional assignments and make recommendations for consideration in the following areas:
  - 1. Workload distribution
  - 2. Workload Impacts
  - 3. Workload efficiencies including but not limited to technology solutions
  - 4. Protected time; and
  - 5. Forecasting future trends and resources needed

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 extensive vacancies, major regulatory changes, and technology related impacts.
- F. Complaints made pursuant to this Article are not grievable; however, all other provisions are subject to the grievance procedure.

## **ARTICLE 27 JOINT LABOR-MANAGEMENT COMMITTEES**

### **A. HSA Joint Labor-Management Committee**

The parties agree that there will be one committee comprising representatives from HSA management and the Union. The committee will consist of management representatives and Union stewards or alternates from HSA.

The committee will meet quarterly, or more frequently by mutual agreement. The purpose of this committee shall be communication and information sharing and problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committee 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.

## B. Public Works Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Public Works management and the Union. The committee will consist of management representatives and Union stewards or alternates from Public Works.

The Public Works Joint Labor-Management Committee will meet as needed. The purpose of this committee shall be communication and information sharing and problem solving on relevant Public Works issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

## C. Child Support Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Child Support and the Union. The committee will consist of management representatives and Union stewards or alternates from the department.

The Child Support Joint Labor-Management Committee will meet as needed. The purpose of this committee shall be communication and information sharing and problem solving on relevant Child Support issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head 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 example, 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.
- d. 7/12 Schedule - Sheriff's Records Clerks  
Effective as soon as administratively possible, all Sheriff's Records Clerks assigned to the Sheriff's Corrections Bureau will work a 7/12 schedule consisting of three 12-hour days in one week of the pay period, and four 12-hour days in the other week of the pay period. Employees assigned this schedule will work a modified work period, in which one 12-hour day will be split between the two work weeks, leaving the employee with 42 hours of scheduled work each work week. Individuals assigned to such schedules shall accrue leave 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.
  - i. Overtime. Employees will be subject to Article 12 and overtime will accrue on any hours of work over 40 in each designated work period. This will result in employees who work their full assigned schedule receiving four hours of overtime each pay period.
  - ii. Holidays. Employees assigned the 7/12 schedule are not subject to the provisions of Article 16.1.A. (Holidays). Instead, these employees will accrue .0538 hours of holiday credit (the equivalent of 112 hours per year, representing the 14 County holidays) for each hour they are in paid status up to 80 hours per pay period. Holiday accruals will be cashed out twice per year, in June and December. If an employee separates from County Service or moves to a position with a different schedule or holiday pay

- arrangement, the employee will be cashed out for any holiday pay in their holiday pay accrual bank at the time of their separation or position change.
- iii. Overtime hours will not count toward step advances, County Service hours, probation, leave accruals, or similar purposes.
  - iv. Implementation of this article (31.A.1.d.) is subject to coordination with the Auditor-Controller-Treasurer-Tax Collector and the Information Services Department.
- e. 7/80 Schedule for Institutional Supervisors
- The parties recognize that Institutional Supervisors at Juvenile Hall are engaged in law enforcement duties and qualify for an alternate work period under Fair Labor Standards Act section 207(k) [see 29 U.S.C. §207(k) and 29 C.F.R. §553.211]. Accordingly, effective as soon as administratively possible, Institutional Supervisors shall be subject to a work period of 14 calendar days divided as follows: three 12-hour days (36 hours total) in one week of each 14-day pay period, and three 12-hour days plus one 8-hour day (44 hours total) in the other week of the pay period. This schedule shall be known as a "7/80 schedule."
- i. Overtime. Notwithstanding the provisions of Article 12.1, employees subject to this schedule shall not be eligible for overtime unless they exceed 80 hours of time worked in a two-week pay period.
  - ii. Implementation of this article (31.A.1.e.) is subject to coordination with the Auditor-Controller-Treasurer-Tax Collector and the Information Services Department.
  - iii. Should it ever be determined by a judge, arbitrator, Department of Labor, hearing officer, or similar decision maker that the Institutional Supervisors are not eligible for alternate work periods under section 207(k) of the Fair Labor Standards Act, the 7/80 schedule described in this article (31.A.1.e.) will be rescinded and the employees will revert to a 40 hour work week.

#### 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 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.

The intent of this article is to provide a mechanism by which clients are able to access services after regular business hours and holidays. The Health Services Agency will request Physician's Assistant/Nurse Practitioner volunteers for participation in after-hours call. If enough volunteers are not obtained, the department will assign staff in order to maintain services for clients. The employee may be assigned in writing to such duty by the Health Services Agency Director, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls within a period of time specified by the Health Services Agency Director.

Employees in budgeted positions in the class of Physicians Assistant/Nurse Practitioner who are assigned to receive and answer calls from clients after working hours shall receive payment of \$10.00 per hour (from 5 p.m. on a weekday to 8 a.m. the following day); and \$10.00 per hour for weekends and days 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.

The payment for this assignment is not 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 (1) 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 19, 2024 through September 18, 2027.

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.

**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 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, D Notifications

**Article 4: Union Security**

Article 4.1-Relationship Affirmation

Article 4.2-Notice of Recognized Union

Article 4.4-Financial Report

Article 4.5-Indemnify and Hold Harmless

Article 4.6-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 14, 2017, the MOU language supersedes the Personnel Regulations and Article 7.2 applies for step advancements for all extra help employees.

**Article 10: Insurance Benefits**

Article 10.1.F-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.E-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 Actions and Salary Protection**

Article 21.1.A-Classification Action

Article 21.2-Unit Assignment

**Article 25: Tuition Reimbursement and Training**

Article 25.1.C.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.
- C. At the request of the Union, the County and the Union shall meet semi-annually and review the County's utilization of Extra Help employees to ensure it is in accordance with the provisions of this Article (32.2). Up to three (3) County managers and three (3) Union representatives, inclusive of both staff and members, may participate in the meeting.

**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 for employees who are required to work on holidays if the employee works 40 hours in the same pay period. Premium pay is effectuated on the actual day of the holiday, even if the County observes the holiday on a different date.

Employees' work schedules shall not be changed for the purpose of avoiding the payment of holiday pay to the employee. However if the functions that the employee normally performs are not needed on a holiday (for example if the department is closed that day), the employee will not be scheduled to work that day.

**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**

Extra help employees will receive an extra-help differential of \$2.00 an hour in addition to their regular pay for all hours worked in lieu of benefits. Effective October 28, 2014 retired annuitants will not be eligible to receive an extra help differential pursuant to CalPERS regulations.

**ARTICLE 37 PAID LEAVE**

**37.1 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 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 this section.

**37.2 ANNUAL LEAVE**

**A. Eligibility**

Annual leave benefits shall be provided to extra help employees, except extra-help retirees pursuant to CalPERS Regulations. Such annual leave benefits shall be provided in accordance with the following:

1. Extra help employees shall begin to accrue annual leave from the date of hire at the rate of .0333 based on the number of hours worked each pay period. Upon reaching 1,040 extra help hours of service the extra help employee shall accrue at the rates established below in Section 2.

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. Annual leave for the purposes of sick time may be utilized on the 90<sup>th</sup> day of employment.

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 their 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 their 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 their representative may within ten (10) working days after the informal meeting, submit a written grievance to their 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. They shall prepare a written response within five (5) working days after the conference. Copies shall go 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 their 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 their representative shall set a meeting within ten (10) workdays of receiving the appeal. The grievant and/or their 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 their 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

FOR THE COUNTY

DocuSigned by:  
*Olivia Martinez*  
3482A872508A4BB...

Signed by:  
Olivia Martinez, Chief Negotiator

*Devon King*  
0EB8CE608E841E...

Signed by:  
Devon King, SEIU Internal Organizer

*Veronica Velazquez*  
F5DDE8C5186849B...

Signed by:  
Veronica Velazquez, SEIU Internal Organizer

*Max Olkowski-Laetz*  
9F6C44B758842B...

Signed by:  
Max Olkowski-Laetz, SEIU Chapter President

*Diana Verastica*  
83C96FD1937D47E...

Signed by:  
Diana Verastica, Human Services Dept.

*Brian Bacher*  
A6C32AFD22C149A...

Signed by:  
Brian Bacher, General Services Dept.

*Carrie Thorpe*  
C443EC310C8440D...

Signed by:  
Carrie Thorpe, Health Services Agency

*Victor O'Brien*  
603F3A89AB6A44A...

Signed by:  
Victor O'Brien, Auditor-Controller TTC Office

*Lisa Back*  
24CB42A079EB455...

Signed by:  
Lisa Back, Sheriff's Office

*Marisol Goulet*  
169B628C41E458...

Signed by:  
Marisol Goulet, Community Dev. & Infrastructure

*Roxana Maldonado*  
83928ABDBE004ED...

Signed by:  
Roxana Maldonado, Human Services Dept.

*Tracy Sanchez*  
3DA8A6D218AC419...

Signed by:  
Tracy Sanchez, Parks Dept.

*Sulema Sanchez*  
A2963DAF9A7C41E...

Signed by:  
Sulema Sanchez, Health Services Agency

*Carmen Potro*  
173CD61E9ABA47D...

Signed by:  
Carmen Potro, Retiree

DocuSigned by:  
*Dania Torres Wong*  
9752EB3ACEAF41D...

Signed by:  
Dania Torres Wong, Co-Chief Negotiator

*Ajita Patel*  
70EE6755E8F7468...

Signed by:  
Ajita Patel, Co-Chief Negotiator

*Maria Morales*  
041697AE557E4B3...

Signed by:  
Maria Morales, Health Service Director

*Nisha Patel*  
EBB5915EDAZA436...

Signed by:  
Nisha Patel, Deputy Director of Personnel

*Terri Cobbs*  
A45379C058D4411...

Signed by:  
Terri Cobbs, Principal Personnel Analyst

*Jennifer Espino-Smith*  
A9EE305143584C2...

Signed by:  
Jennifer Espino-Smith, Associate Personnel Analyst

*Mitsuno Baummeister*  
E8979CE432F04D0...

Signed by:  
Mitsuno Baummeister, EEO Officer

*Claire Schwartz*  
184BC858CDD04C3...

Signed by:  
Claire Schwartz, Employee Relations Pgm Mgr

Attachment A of SEIU MOU – September 19, 2024 – September 18, 2027

CONFIDENTIAL POSITIONS  
GENERAL REPRESENTATION UNIT

<b>DEPARTMENT/OFFICE</b>	<b>POSITION</b>	
Auditor	1 Office Assistant III	BC7-001
CAO	1 Executive Secretary-CAO 1 Admin Aide	BJ7-001 UR1-001
County Counsel	1 Sr. Legal Secretary 2 Legal Secretaries II/I  1 Paralegal	BH5-003/BH3/BH2 BH3-004/BH2 BH3-007/BH2 JC2-001
District Attorney	1 Executive Secretary	BJ9-001
H.S.A.	1 Executive Secretary 1 Admin Aide	BJ9-001 UR1-018
H.S.D	1 Executive Secretary	BJ9-001
Information Services	1 Personnel Payroll Clerk 2 IT App/Dev Supp Analyst III	BB3-001 DD3-010 DD3-008
Parks	1 Personnel Payroll Clerk	BB3-005
Personnel	8 Personnel Technicians  1 Program Coordinator	VE2-015/BB5 VE2-011/BB5 VE2-002/BB5 VE2-009/BB5 VE2-012/BB5 VE2-010/BB5 VE2-013/BB5 VE2-014/BB5 UU3-001
Public Works	1 Executive Secretary 2 Personnel Technicians	BJ9-001 VE2-001 VE2-004
Sheriff	1 Executive Secretary	BJ9-001

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

**ATTACHMENT B of SEIU MOU – September 19, 2024 – September 18, 2027**

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

**Countywide Study of In-Person Overnight Work**

To meet government mandates and operational needs, some employees in several County departments are working in-person during the night. This work may be a part of an employee's regular work schedule, or it may be required only during emergencies or on an on-call basis. To better understand the extent and impact of in-person overnight work requirements Countywide, the County and the Union agree that during the first year of the contract, the Personnel Department will conduct a Countywide study of the County's use of in-person overnight work. This study will include but will not necessarily be limited to the following:

1. Which departments use in-person overnight work;
2. Which job classifications in those departments are required to perform in-person overnight work;
3. Number of County employees in each department and classification who are required to report to work in person at night;
4. What type of work is performed in person at night;
5. How often the employees are required to work in-person at night, and how many hours of work they perform in person in a typical night shift;
6. What compensation the employees receive for their in-person overnight work;
7. What systems and processes County departments utilize to ensure that employees who work in person at night have appropriate rest opportunities as needed to prevent fatigue and ensure employee safety.

Personnel shall commence this study within 90 days of Union ratification and Board of Supervisors approval. The County will collect and analyze the above-described data to identify best practices and any areas in which employees' needs for rest following in-person overnight work are not being properly addressed. The analysis for the Health Services Agency will also include a review of the nature of the work of the employees assigned to the Homeless Persons Health Project (HHP). Although HHP employees do not perform overnight work, the parties agree to study the issues and concerns they have raised.

The Union will be provided with the data and analysis and within 30 days thereafter the County and the Union shall meet to review that information. A maximum of three County management representatives and three Union representatives (Union staff and/or employees) may participate in this meeting. The parties will determine if operational systems and processes can be utilized to allow employees time off to rest from in person work during the night. If non-economic systems are not operationally feasible the parties will determine what economic changes are necessary. Any joint economic recommendations resulting from the meeting shall

be forwarded to the County Administrative Officer for consideration within 60 days of the meeting.

This Side Letter shall cease to be operable 90 days after the Union and the County meet to discuss the results of the study.

## 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 workstation 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.

#### Time Off For Meeting Preparation

##### A. Employees

1. Permanent County employees, who have been served with a Skelly Notice (demotion, suspension, termination/dismissal) shall be allowed reasonable time off on County time during normal working hours to prepare for a Skelly meeting with the appointing authority or designee.
2. Employees who have been served with a written reprimand shall be allowed reasonable time off on County time during normal working hours to prepare for the first level appeal to the supervisor and the second level appeal to the appointing authority or designee.
3. 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.
4. Other Absence. No other time off on County time shall be allowed except as specifically provided herein or in the 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.

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

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Accountant II</b>	<b>UB4</b>	<b>HV</b>
Accountant I	UB2	49
Accountant III	UB6	6B
Accounting Analyst	UB7	AD
Property Tax Specialist	UE1	G3
Property Tax Systems Coordinator	UE3	G7
<b>Account Clerk</b>	<b>CH3</b>	<b>BB</b>
Account Clerk Trainee	CH1	AT
Accounting Clerical Supervisor I	CH6	V2
Accounting Clerical Supervisor II	CH9	JL
Accounting Technician	CH7	V2
Cashier – Disposal Site	BS9	K3
Medical Billing Technician	CH4	V2
Payroll Supervisor	BK8	HQ
Public Guardian Clerk	BP1	FQ
Sr. Account Clerk	CH5	I9
Sr. Accounting Technician	CH8	JL
Sr. Medical Billing Technician	MB6	JL
<b>Agricultural Weights &amp; Measures Inspector II</b>	<b>TG5</b>	<b>JG</b>
Agricultural Biologist Aide	TC1	31
Agricultural Weights & Measures Inspector I	TG3	EO
Agricultural Weights & Measures Inspector III	TG7	55
Vector Control Specialist	TC6	55
<b>Animal Control Officer II</b>	<b>AC7</b>	<b>D6</b>
Animal Care Worker	AC2	D2
Animal Control Officer I	AC5	D4
Animal Health Specialist	AC6	D5
Animal Services Assistant	AC1	D2
Animal Services Coordinator	AC4	DO
Animal Svcs Clk Disp	AD3	FC
Shelter Maint Mgr	AC3	D3
Registered Veterinary Technician	AD4	ZF
<b>Appraiser II</b>	<b>DA7</b>	<b>BW</b>
Appraiser I	DA5	BU
Appraiser/Auditor Aide	DA2	EQ
Sr. Appraiser	DA8	JO
<b>Assessment Clerk</b>	<b>BL3</b>	<b>MA</b>
Assessment Technician	BL5	IV



**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Auditor-Appraiser II</b>	<b>UG7</b>	<b>HW</b>
Auditor-Appraiser I	UG5	BK
Auditor-Appraiser III	UG8	BO
<b>Auditor III</b>	<b>UF4</b>	<b>G7</b>
Auditor I	UF2	G5
Auditor II	UF3	G6
Auditor IV	UF6	VH
<b>Automotive Mechanic</b>	<b>MM4</b>	<b>DN</b>
Auto Services Attendant	MM1	RG
Sr. Automotive Mechanic	MM5	IU
<b>Benefits Representative</b>	<b>SC6</b>	<b>J3</b>
Assistant Fair Hearing Officer	SF1	NZ
Cal Child Services Specialist I	SG3	8C
Cal Child Services Specialist II	SG5	J2
Benefits Representative Supervisor	SE5	07
Benefits Representative Trainee	SC3	KY
Health Client Benefit Rep	NM6	J6
Med Care Eligibility Worker	SC8	J2
Med Care Program Eligibility Supervisor	SE2	SX
Mental Health Fee Clerk	SC4	8C
Staff Develop Trainer	SE4	EK
<b>Building Inspector II</b>	<b>TR6</b>	<b>JI</b>
Building Counter Supervisor	TP6	IK
Building Inspector I	TR4	BP
Building Plans Checker	TP7	HY
Housing Rehabilitation Specialist	TR7	JI
Sr. Building Inspector	TR8	X6
Sr. Building Plans Checker	TP8	X6
Supervising Building Inspector	TR9	MQ
<b>Building Construction Maintenance Worker II</b>	<b>MG6</b>	<b>R8</b>
Building Equipment Mechanic	MH3	R5
Building Equipment Supervisor	MH8	LI
Building Construction Maintenance Supervisor	MH7	H9
Building Construction Maintenance Worker I	MG4	JK
Building Construction Maintenance Worker III	MG8	IF
Maintenance Custodian	FD5	I3
Electrician	MG9	TL
Maintenance Electro/Mechanical Worker	MG3	TL
Plumber	MG7	TL
Sr. Building Equipment Mechanic	MH6	VZ
Sr. Electrician	MG5	1C
Sr. Plumber	MN5	0P

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Building Permit Technician II</b>	<b>TP3</b>	<b>86</b>
Building Permit Technician I	TP2	8D
Sr. Building Permit Technician	TP5	HU
<b>Buyer</b>	<b>VC3</b>	<b>VP</b>
Sr. Buyer	VC5	HT
<b>California Children Services - Physical Therapist</b>	<b>PP5</b>	<b>F5</b>
California Children Services - Occupational Therapist	PP6	F5
Occupational Therapist - Mental Health	PP8	F5
<b>Child Support Specialist II</b>	<b>BY2</b>	<b>KZ</b>
Child Support Specialist I	BY1	KI
Child Support Specialist III	BY3	XO
Collection Officer	BY6	CF
Supervising Child Support Specialist	BY7	XQ
Victim Services Representative	BY4	VY
<b>Civil Engineer</b>	<b>EE1</b>	<b>NM</b>
Assist In Civil Engineering	ED5	YO
Associate Civil Engineer	ED7	NH
Jr. In Civil Engineering	ED3	NB
Traffic Engineer	ED6	NH
<b>Clinical Lab Scientist</b>	<b>NC7</b>	<b>GH</b>
Coroner Forensic Technician	RE2	VX
Lab Assistant/Phlebotomist	NA3	I2
Lab Technician	NA5	WQ
Medical Lab Technician	NC6	GU
Pharmacy Technician	NJ1	FA
Senior Lab Assistant/Phlebotomist	NA4	S8
<b>Code Compliance Investigator II</b>	<b>GL5</b>	<b>IL</b>
Code Compliance Investigator I	GL3	DQ
Code Compliance Investigator III	GL7	CZ
Code Compliance Investigator IV	GL8	TJ
<b>Comm Technician II</b>	<b>MY5</b>	<b>GI</b>
Comm Installer	MY1	RO
Comm Technician I	MY3	JZ
Sr. Comm Technician	MY6	BD
Supervising Communications Technician	MY7	X7
<b>Cook</b>	<b>FG5</b>	<b>IY</b>
Cook's Assistant	FG3	R1
Head Cook	FG7	W8

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Criminalist II</b>	<b>BM2</b>	<b>Q9</b>
Criminalist I	BM1	ZQ
Criminalist III	BM3	ZT
Sheriff Coroner Investigator I	RA1	3S
Sheriff Coroner Investigator II	RA2	3T
Sheriff Supv Coroner Investigator	RA7	3U
<b>Custodian</b>	<b>FD2</b>	<b>RI</b>
Custodian Leadworker	FD4	R2
Housekeeper	FC3	K6
Supervising Custodian	FD8	WZ
<b>Employment and Training Specialist II</b>	<b>SH1</b>	<b>IH</b>
Employment and Training Specialist I	SF5	KC
Sr. Employment and Training Specialist	SH2	IC
Veterans Services Representative	SR7	VU
<b>Engineering Tech II</b>	<b>EC4</b>	<b>IB</b>
Engineering Aide I	EB3	I1
Engineering Aide II	EB5	WG
Engineering Associate	EC9	MO
Engineering Tech I	EC2	DY
Engineering Tech III	EC5	HZ
Sr. Engineering Associate	EC8	IG
<b>Environmental Health Specialist I</b>	<b>TJ7</b>	<b>XK</b>
Environmental Health Aide	TJ1	KG
Environmental Health Specialist II	TJ8	H8
Environmental Health Specialist III	TJ9	XG
Environmental Health Specialist Trainee	TJ5	KK
Environmental Program Coordinator	TM5	CV
Water Quality Specialist I	TJ2	XI
Water Quality Specialist II	TJ3	JV
Water Quality Specialist III	TJ6	UQ
Solid Waste Inspector II	TN4	IT
Solid Waste Inspector I	TN1	8G
Supervising Water Quality Specialist	TL6	Q5
Pre-Treatment Program Specialist	EC3	HZ
<b>GIS Analyst II</b>	<b>GG2</b>	<b>72</b>
GIS Analyst I	GG1	71
GIS Analyst III	GG3	73
GEO Info Sys Tech I	CV3	87
GEO Info Sys Tech II	CV5	BJ

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Group Supervisor II</b>	<b>SV5</b>	<b>JJ</b>
Group Supervisor I	SV3	KM
Sr. Group Supervisor	SV7	TU
Pretrial Svcs Specialist	SS5	48
Probation Aide	SU2	VQ
Institutional Supervisor	SW2	E5
<b>Health Educator</b>	<b>NH7</b>	<b>H3</b>
Epidemiologist I	NH2	ZZ
Epidemiologist II	NH1	XB
Health Program Specialist	NX5	PA
Program Coordinator	UU3	BV
Public Health Nutritionist	NU5	H1
Sr. Health Educator	NH6	H2
Sr. Public Health Nutritionist	NU7	H3
Substance Abuse Prevention Coordinator	NT5	H1
Public Health Investigator	NV5	LU
Sr. Public Health Investigator	NV7	LW
<b>Heavy Equipment Mechanic II</b>	<b>MN7</b>	<b>FG</b>
Hvy Equipment Mechanic I	MN3	Y1
Pump Maintenance Mechanic	MP4	F9
Supervising Heavy Equipment Mechanic	MP5	XA
<b>Human Svcs Data App Specialist</b>	<b>JJ1</b>	<b>74</b>
Human Svcs Data App Supervisor	JJ6	75
<b>IT App Dev &amp; Support Analyst II</b>	<b>DD2</b>	<b>92</b>
IT App Dev & Support Analyst I	DD1	91
IT App Dev & Support Analyst III	DD3	93
IT App Dev & Support Analyst IV	DD5	94
IT App Dev & Support Analyst Supervisor	DD6	94
<b>IT Support Services Analyst II</b>	<b>TT2</b>	<b>Q2</b>
IT Support Services Analyst I	TT1	Q1
IT Support Services Analyst III	TT3	Q3
IT Support Services Analyst IV	TT5	Q4
IT Support Services Supervisor	TT6	Q4
<b>IT Sys Admin Analyst II</b>	<b>HH2</b>	<b>X2</b>
IT Sys Admin Analyst I	HH1	X1
IT Sys Admin Analyst III	HH3	X3
IT Sys Admin Analyst IV	HH5	X4
IT Sys Admin Supervisor	HH6	X4
<b>IT Network/Communications Analyst II</b>	<b>NN2</b>	<b>22</b>
IT Network/Communications Analyst I	NN1	21
IT Network/Communications Analyst III	NN3	23
IT Network/Communications Analyst Supervisor	NN6	24

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Latent Print Examiner</b>	<b>BN2</b>	<b>L9</b>
Latent Print Examiner Trainee	BN1	L8
<b>Legal Secretary II</b>	<b>BH3</b>	<b>C1</b>
Law Clerk - County Counsel	JC3	85
Law Clerk - DA	JC4	85
Legal Process Clerk II	BA9	FE
Legal Secretary I	BH2	C2
Paralegal	JC2	IQ
Sr. Legal Secretary	BH5	B9
<b>Medical Assistant</b>	<b>NW7</b>	<b>Y7</b>
Community Health Worker I	NW3	3
Community Health Worker II	NW5	K7
Community Mental Health Aide	NM3	K7
Lead Medical Assistant	NW8	QQ
<sup>1</sup> Student Nurse Trainee	VJ9	AV
<b>Office Assistant II</b>	<b>BC5</b>	<b>J8</b>
Case Data Clerk	BN3	M6
Clerk I	BA4	D1
Clerk II	BA6	28
Clerk III	BA8	FB
Clerk III Supervisory	BA7	JF
Dupl Equip Opr I	CR1	DJ
Dupl Equip Opr II	CR3	29
Dupl Equip Opr III	CR7	IZ
<sup>1</sup> Election Worker - Central	BA2	KB
<sup>1</sup> Election Worker - Misc	BA1	KB
Imaging Technician	CC2	Y6
Legal Document Examiner	BU9	P3
Receptionist	BU3	KJ
Records Clerk	BV7	FB
Sr. Case Data Clerk	BN6	FI
Sr. Receptionist	BU7	JF
<sup>1</sup> Student Worker I	VJ2	09
<sup>1</sup> Student Worker II	VJ4	AR
<sup>1</sup> Student Worker III	VJ6	AU
<sup>1</sup> Student Worker IV	VJ8	AY
Office Assistant I	BC3	J7
Office Assistant III	BC7	JF
Office Assistant III Supervisor	BC8	01
<b>Personnel Technician</b>	<b>VE2</b>	<b>Y2</b>
Payroll Clerk	BB1	FN
Personnel Clerk	BB5	FN
Personnel Payroll Clerk	BB3	FN
<b>Pharmacist</b>	<b>NJ5</b>	<b>BA</b>

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Physician Assistant/Nurse Practitioner</b>	<b>PJ3</b>	<b>IA</b>
Nurse-Midwife	PJ4	38
Psych MH Nurse Practitioner	PJ5	ZR
<b>Planner II</b>	<b>GA5</b>	<b>CI</b>
Hydrologist	GB2	VI
Park Planner I	GW2	DS
Park Planner II	GW4	CI
Park Planner III	GW6	C8
Park Planner IV	GW8	TH
Planner I	GA3	DS
Planner III	GA7	C8
Planner IV	GA8	TH
Planner IV (B)	GA8B	VI
Planning Technician	GF4	FX
Registered Geologist	GB1	KV
Resource Planner I	TM4	DS
Resource Planner II	TM6	CI
Resource Planner III	TM8	C8
Resource Planner IV	TM9	TH
Supervising Planner	GA9	TH
Urban Designer	WA5	YK
Housing Specialist I	GE1	Z1
Housing Specialist II	GE2	Z2
Housing Specialist III	GE3	Z3
<b>Public Health Microbiologist</b>	<b>NE7</b>	<b>A9</b>
Sr. Public Health Microbiologist	NE8	XP
<b>Public Health Nurse II</b>	<b>PH5</b>	<b>VK</b>
Clinic Nurse I	PG3	WW
Clinic Nurse II	PG5	WA
Clinic Nurse III	PG7	VK
Detention LVN	PD4	JQ
Detention Nurse Specialist I	PD5	CY
Detention Nurse Specialist II	PD6	CO
LVN	PC3	SF
Mental Health Nurse Clinician	SK6	MZ
Psychiatric Technician	PC4	SF
Public Health Nurse I	PH3	WA
Public Health Nurse III	PH8	YI
<b>Public Works Maintenance Worker II</b>	<b>MU5</b>	<b>8F</b>
Heavy Equipment Service Worker	MK3	FO
Parks Maint Supervisor	MF5	JM
Parks Maint Worker I	ME1	36
Parks Maint Worker II	ME2	Y8
Parks Maint Worker III	ME4	ES
Public Works Dispatcher	MU1	DD
Public Works Maintenance Worker I	MU3	I6

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Public Works Maintenance Worker III</b>	<b>MU7</b>	<b>Y3</b>
Disposal Site Main Wkr	MW6	WF
Heavy Equipment Operator - Disposal	MW7	TQ
Lead Heavy Equipment Operator	MW3	EW
Public Works Maintenance Worker IV	MU9	CR
Public Works Supervisor	MV4	GM
Transfer Truck Driver	MW4	TQ
Public Works Equipment Trainer	UT2	PL
<b>Radiology Technologist</b>	<b>NG3</b>	<b>AJ</b>
Chief Radiology Technologist	NG4	BG
<b>Real Property Agent</b>	<b>DE5</b>	<b>6D</b>
Assistant Real Property Agent	DE3	HG
Sr. Real Property Agent	DE6	SY
<b>Recreation Supervisor</b>	<b>GT7</b>	<b>52</b>
<sup>1</sup> Aquatics Aide	GK8	TC
Aquatics Coordinator	GK5	Y4
Aquatics Prog Spec	GK4	34
Aquatics Supervisor	GK7	52
Cultural Affairs Specialist	GS5	52
<sup>1</sup> Head Lifeguard	GK3	AZ
<sup>1</sup> Lifeguard	GK1	AK
<sup>1</sup> Lifeguard Instructor	GK2	AM
<sup>1</sup> Parks Services Officer	TU3	G1
<sup>1</sup> Pk Rec Cul Wkr I	GM1	TC
<sup>1</sup> Pk Rec Cul Wkr II	GM2	EG
<sup>1</sup> Pk Rec Cul Wkr III	GM3	EH
<sup>1</sup> Pk Rec Cul Wkr IV	GM4	EJ
Recreation Coordinator	GT5	Y4
Recreation Program Specialist	GT4	34
<b>Sanitation Maintenance Worker II</b>	<b>MR3</b>	<b>WI</b>
Sanitation Maintenance Worker I	MR1	FU
Sanitation Maintenance Worker III	MR5	IE
<b>Secretary</b>	<b>BJ5</b>	<b>YA</b>
Administrative Aide	UR1	LO
Administrative Secretary - Board of Supervisors	BJ8	TI
Board Clerk	BX5	8E
Clerical Supervisor I	BD3	VO
Clerical Supervisor II	BD6	JY
Division Secretary	BJ4	Y5
Executive Secretary	BJ9	II
Executive Secretary - CAO	BJ7	TI
Sr. Board Clerk	BX6	LO
Recording Services Supervisor	BU8	AH

**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Sheriff's Records Clerk</b>	<b>BN5</b>	<b>FZ</b>
Sheriff's Community Services Officer	BN7	IS
Sheriff's Property Clerk	CM5	EV
Sheriff's Property/Evidence Supervisor	CM8	SU
<b>Social Worker II</b>	<b>SM4</b>	<b>SK</b>
Med Care Service Worker	SM7	L6
Social Worker I	SM2	SI
<b>Sr. Mental Health Client Specialist I</b>	<b>SK5</b>	<b>GG</b>
Clinical Psychologist	SY3	ZD
Mental Health Client Specialist I	NP5	SG
Mental Health Client Specialist II	NP6	SN
Mental Health Supervising Client Specialist	SK8	MT
Mental Health Utilization Review Specialist	SK7	MT
Mental Health Counselor I	SL3	EB
Mental Health Counselor II	SL5	DZ
Sr. Mental Health Client Specialist II	SL6	GZ
Sr. Mental Health Counselor	SL7	SH
<b>Sr. Social Worker</b>	<b>SN5</b>	<b>H4</b>
Deputy Public Guardian	DG4	H4
In Home Support Services Quality Assurance Specialist	SM6	SL
Social Work Supervisor I	SN6	H4
Social Work Supervisor II	SN7	SJ
Social Work Supervisor II – FCS/APS	SN8	16
Sr. Social Worker FCS/APS	SM8	10
Sr. Staff Development Trainer	SM9	SJ
Protective Services Quality Assurance Specialist	SM5	ZG
<b>Treatment Plant Operator</b>	<b>MT3</b>	<b>ID</b>
Electr Instr Supvr	MS8	MX
Electr Instr Tech I	MS3	HO
Electr Instr Tech II	MS5	GL
Sr. Treatment Plant Operator	MT6	IM
Treatment Plant Operator - Supervisor	MT8	MX
Treatment Plant Operator I - Tr	MT1	WO
<b>Vector Ecologist</b>	<b>TC7</b>	<b>58</b>
<b>Warehouse Worker</b>	<b>CK3</b>	<b>Y9</b>
Medical Supply Clerk	CL5	I4
Parking Attendant	BW4	27
Parts Technician	MN1	KO
Purchasing Technician	CL6	35
Warehouse Supervisor	CK5	WJ
<b>Welfare Fraud Investigator II</b>	<b>RH3</b>	<b>VF</b>
Child Support Investigator I	RI1	KP
Child Support Investigator II	RI2	VF



**Attachment D - SEIU Benchmark Listing  
September 19, 2024**

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
Investigator Assistant	NV6	KN
Investigator Assistant – PD	DJ5	ZW
PD Investigator I	DJ6	SZ
PD Investigator II	DJ7	SV
PD Investigator III	DJ8	SR
Sr. Welfare Fraud Investigator	RH6	VG
Welfare Fraud Investigator I	RH2	KP

<sup>1</sup> Classifications that are Extra Help

**General Representation  
Retiree Only  
20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55**

<b>2025</b>																
<b>Age</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>	<b>63</b>	<b>64</b>	<b>65</b>
<b>*Years of Service</b>																
<b>0-5</b>	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00
<b>6</b>	\$158.00	\$158.00	\$158.00	\$163.59	\$172.20	\$181.27	\$190.33	\$199.85	\$209.84	\$220.33	\$231.35	\$242.91	\$255.06	\$267.81	\$281.20	
<b>7</b>	\$158.26	\$166.59	\$175.36	\$184.59	\$194.31	\$204.53	\$214.76	\$225.50	\$236.77	\$248.61	\$261.04	\$274.09	\$287.80	\$302.19	\$317.30	
<b>8</b>	\$176.27	\$185.54	\$195.31	\$205.59	\$216.41	\$227.80	\$239.19	\$251.15	\$263.71	\$276.89	\$290.74	\$305.27	\$320.54	\$336.56	\$353.39	
<b>9</b>	\$194.27	\$204.50	\$215.26	\$226.59	\$238.51	\$251.07	\$263.62	\$276.80	\$290.64	\$305.17	\$320.43	\$336.45	\$353.28	\$370.94	\$389.49	
<b>10</b>	\$212.27	\$223.45	\$235.21	\$247.59	\$260.62	\$274.33	\$288.05	\$302.45	\$317.58	\$333.45	\$350.13	\$367.63	\$386.01	\$405.32	\$425.58	
<b>11</b>	\$230.28	\$242.40	\$255.15	\$268.58	\$282.72	\$297.60	\$312.48	\$328.10	\$344.51	\$361.73	\$379.82	\$398.81	\$418.75	\$439.69	\$461.68	
<b>12</b>	\$248.28	\$261.35	\$275.10	\$289.58	\$304.82	\$320.87	\$336.91	\$353.76	\$371.44	\$390.02	\$409.52	\$429.99	\$451.49	\$474.07	\$497.77	
<b>13</b>	\$266.28	\$280.30	\$295.05	\$310.58	\$326.93	\$344.13	\$361.34	\$379.41	\$398.38	\$418.30	\$439.21	\$461.17	\$484.23	\$507.00	\$507.00	
<b>14</b>	\$284.29	\$299.25	\$315.00	\$331.58	\$349.03	\$367.40	\$385.77	\$405.06	\$425.31	\$446.58	\$468.91	\$492.35	\$507.00	\$507.00	\$507.00	
<b>15</b>	\$302.29	\$318.20	\$334.95	\$352.58	\$371.13	\$390.67	\$410.20	\$430.71	\$452.25	\$474.86	\$498.60	\$507.00	\$507.00	\$507.00	\$507.00	
<b>16</b>	\$320.29	\$337.15	\$354.90	\$373.57	\$393.24	\$413.93	\$434.63	\$456.36	\$479.18	\$503.14	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>17</b>	\$338.30	\$356.10	\$374.84	\$394.57	\$415.34	\$437.20	\$459.06	\$482.01	\$506.11	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>18</b>	\$356.30	\$375.05	\$394.79	\$415.57	\$437.44	\$460.47	\$483.49	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>19</b>	\$374.30	\$394.00	\$414.74	\$436.57	\$459.55	\$483.73	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>20</b>	\$392.31	\$412.95	\$434.69	\$457.57	\$481.65	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>21</b>	\$412.68	\$434.40	\$457.27	\$481.33	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>22</b>	\$433.06	\$455.85	\$497.40	\$505.10	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>23</b>	\$453.44	\$477.30	\$502.42	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>24</b>	\$473.81	\$498.75	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>25</b>	\$494.19	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>26</b>	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>27</b>	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>28</b>	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>29</b>	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>30</b>	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	

**Medicare Eligibility 75 % Cap Applies**

The PEMHCA Minimum payment (\$158 in 2025) is adjusted annually by CalPERS  
To reflect changes in the medical care component of the Consumer Price Index.  
Accordingly, the County will adjust the PEMHCA Minimum payment annually

**General Representation**  
**Retiree Plus One or More Dependents**  
**20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55**

**2025**

Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
<b>*Years of Service</b>																
<b>0-5</b>	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00
<b>6</b>	\$158.00	\$158.00	\$158.27	\$166.60	\$175.37	\$184.60	\$193.83	\$203.52	\$213.70	\$224.38	\$235.60	\$247.38	\$259.75	\$272.74	\$286.38	
<b>7</b>	\$163.42	\$172.02	\$181.08	\$190.61	\$200.64	\$211.20	\$221.76	\$232.85	\$244.49	\$256.71	\$269.55	\$283.03	\$297.18	\$312.04	\$327.64	
<b>8</b>	\$184.01	\$193.69	\$203.88	\$214.61	\$225.91	\$237.80	\$249.69	\$262.17	\$275.28	\$289.05	\$303.50	\$318.67	\$334.61	\$351.34	\$368.91	
<b>9</b>	\$204.59	\$215.36	\$226.69	\$238.62	\$251.18	\$264.40	\$277.62	\$291.50	\$306.08	\$321.38	\$337.45	\$354.32	\$372.04	\$390.64	\$410.17	
<b>10</b>	\$225.17	\$237.02	\$249.50	\$262.63	\$276.45	\$291.00	\$305.55	\$320.83	\$336.87	\$353.71	\$371.40	\$389.97	\$409.47	\$429.94	\$451.44	
<b>11</b>	\$245.75	\$258.69	\$272.30	\$286.63	\$301.72	\$317.60	\$333.48	\$350.15	\$367.66	\$386.04	\$405.35	\$425.61	\$446.90	\$469.24	\$492.70	
<b>12</b>	\$266.34	\$280.35	\$295.11	\$310.64	\$326.99	\$344.20	\$361.41	\$379.48	\$398.45	\$418.38	\$439.30	\$461.26	\$484.32	\$508.54	\$533.97	
<b>13</b>	\$286.92	\$302.02	\$317.91	\$334.65	\$352.26	\$370.80	\$389.34	\$408.81	\$429.25	\$450.71	\$473.25	\$496.91	\$521.75	\$547.84	\$557.00	
<b>14</b>	\$307.50	\$323.68	\$340.72	\$358.65	\$377.53	\$397.40	\$417.27	\$438.13	\$460.04	\$483.04	\$507.19	\$532.55	\$557.00	\$557.00	\$557.00	
<b>15</b>	\$328.08	\$345.35	\$363.53	\$382.66	\$402.80	\$424.00	\$445.20	\$467.46	\$490.83	\$515.37	\$541.14	\$557.00	\$557.00	\$557.00	\$557.00	
<b>16</b>	\$348.67	\$367.02	\$386.33	\$406.67	\$428.07	\$450.60	\$473.13	\$496.79	\$521.63	\$547.71	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>17</b>	\$369.25	\$388.68	\$409.14	\$430.67	\$453.34	\$477.20	\$501.06	\$526.11	\$552.42	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>18</b>	\$389.83	\$410.35	\$431.95	\$454.68	\$478.61	\$503.80	\$528.99	\$555.44	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>19</b>	\$410.41	\$432.01	\$454.75	\$478.69	\$503.88	\$530.40	\$556.92	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>20</b>	\$431.00	\$453.68	\$477.56	\$502.69	\$529.15	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>21</b>	\$453.95	\$477.84	\$502.99	\$529.47	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>22</b>	\$476.91	\$502.01	\$528.43	\$556.24	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>23</b>	\$499.89	\$526.17	\$553.86	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>24</b>	\$522.82	\$550.33	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>25</b>	\$545.77	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>26</b>	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>27</b>	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>28</b>	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>29</b>	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>30</b>	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	

Medicare Eligibility 75% Cap Applies

The PEMHCA Minimum payment (\$158 in 2025) is adjusted annually by CalPERS  
 To reflect changes in the medical care component of the Consumer Price Index.  
 Accordingly, the County will adjust the PEMHCA Minimum payment annually

**ATTACHMENT G of SEIU MOU – September 19, 2024– September 18, 2027**

**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 510. 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 their 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.