

SEIU Local 521

and

Santa Cruz County

Union Proposal Package Proposal September 23, 2024

The parties reserve the right to add to, delete, withdraw, amend in whole or in part these or any future proposals that it may make during these negotiations.

Article 1: Three Year Contract

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 to 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. However, if Unfair Labor Practice charges have been filed against the County, the Union shall reserve its right to strike against these practices until a resolution is reached. ~~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. This section does not apply if there is an unfair labor practice charge against the County that permits workers to strike.

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 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.

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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

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%**

Effective the first full pay period in September 2025 each step in the salary range for all employees shall be increased by ~~4%~~

Effective the first full pay period in September 2026 each step in the salary range for all employees shall be increased by ~~4%~~

C Equity Adjustments

Effective the first full pay period in January 2026, 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 2026, 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 2026, 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 2026, 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%.

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9. Effective the first full pay period in January 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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 2026, all employees in the IT System Administration Analyst II benchmark classifications shall receive an equity adjustment of 1.32%.

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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 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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%.

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39. Effective the first full pay period in January 2026, 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 2026, 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 2026, 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 2026, 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 2026, 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

Animal Services Classification:

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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
- C. Animal Control Officer II
- D. Animal Health Specialist
- E. Animal Service Assistant
- F. Animal Service Clerk Dispatcher
- G. Registered Veterinary Technician
- H. Animal services coordinator

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:

- I. Animal Care Worker
- J. Animal Control Officer
- K. Animal Control Officer II
- L. Animal Health Specialist
- M. Animal Service Assistant
- N. Animal Service Clerk Dispatcher
- O. Registered Veterinary Technician
- P. Animal services coordinator

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.

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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 ~~2021~~ 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 = \$869.32, \$1078.05 which includes the PEMHCA minimum contribution in 1(a)(1). The County's contribution represents 95% of the 2021-2025 premium of the second lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.~~
 2. Employee + one dependent = ~~\$1656.08, \$2042.62~~ which includes the PEMHCA minimum contribution in 1(a)(2). The County's contribution represents 90% of the 2024 2025 premium of the second lowest cost HMO available in CalPERS Health (excluding Kaiser), ~~minus an additional \$10 employee contribution.~~
 3. Employee + two or more dependents = ~~\$2155.90, \$2655.41~~ which includes the PEMHCA minimum contribution in 1(a)(3). The County's contribution represents 90% of the 2025 premium of the second-lowest cost HMO available in CalPERS Health (excluding Kaiser), ~~minus an additional \$10 employee contribution. At no time during the 2021 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

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

2. Effective as soon as administratively possible, for calendar year ~~2022~~ 2026 the County will provide the following monthly benefit contributions for active employees:

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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 PEMCHA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the premium for the second lowest-cost HMO available in CalPERS Health (excluding Kaiser), but not less than ~~\$879.32~~ \$1078.05. This includes the PEMHCA minimum contribution in 2(a)(1).
2. Employee + one dependent = 90% of the 2026 premium for the second lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than ~~\$1666.08~~ \$2042.62. This includes the PEMHCA minimum contribution in 2(a)(2).
3. Employee + two or more dependents = 90% of the 2026 premium for the second lowest cost HMO available in CalPERS Health-(excluding Kaiser), but not less than ~~\$2165.90~~ \$2,655.41. This includes the PEMHCA minimum contribution in 2(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.

3. Effective as soon as administratively possible, for calendar year 2027 the County will provide the following monthly benefit contributions for active employees:

c. 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 PEMCHA minimum as determined by

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CalPERS on an annual basis.

d. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the premium for the second lowest-cost HMO available in CalPERS Health (excluding Kaiser), but not less than ~~\$879.32~~ \$1078.05. This includes the PEMHCA minimum contribution in 2(a)(1).
2. Employee + one dependent = 90% of the 2026 premium for the second lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than ~~\$1666.08~~ \$2042.62. This includes the PEMHCA minimum contribution in 2(a)(2).
3. Employee + two or more dependents = 90% of the 2026 premium for the second lowest cost HMO available in CalPERS Health-(excluding Kaiser), but not less than ~~\$2165.90~~ \$2,655.41. This includes the PEMHCA minimum contribution in 2(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.

A. 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.

B. 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.

A. Retiree Health Care. (pending conversation)

ARTICLE 12 OVERTIME

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.

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.

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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.

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.
3. 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

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Instrumentation Technician II Treatment Plant
Operator

Notwithstanding the other provisions of this Article, the below classifications shall have all hours worked while on call for the classifications shall receive pay at 1.5 times base rates. These hours shall receive differentials including shift differential and shall not count towards FLSA overtime. Hours worked are defined as call outs or telehealth calls.

Sr. Social Workers
Social Workers Supervisors
Mental Health Client Specialist I/II
Sr. Mental Health Client Specialist I/II
Supervising Coroner Investigator
Coroner Investigator I/II
Criminalist

ARTICLE 13 ON-CALL DUTY AND CALL BACK DUTY

1. ON-CALL DUTY

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.
Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on call pay.

C. Compensation.- ~~(WE CAN TA)~~

1. ~~Effective September 13, 2014~~ All employees assigned on-call duty shall receive ~~\$3.00~~ \$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 \$4.00 \$4.50 per hour (or \$32 36 for an 8-hour period, \$64 72 for a 16-hour period, and \$96 \$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.

13.4. Fatigue Time Off (NEW SECTION)

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The intent of fatigue time off is to provide a sufficient time for rest between a significant period of work and the start of the next regularly schedule work shift by replacing regularly scheduled straight time hours, of actual hours worked, with paid rest time at the regular paid compensation, as indicated below.

If the assigned employee is required to respond to a call that requires them to work hours between twelve a.m. (12am) and seven a.m. (7 a.m.), the employee shall be entitled to rest period as follows prior to returning to work:

Fatigue Time requires a two-hour minimum of work assignment as by Article 13 On-call

<u>Hour Range</u>	<u>Worked Between</u>	<u>Fatigue Time Owed:</u>
<u>Between 2 – 3 Hours</u>	<u>12a.m.-7a.m</u>	<u>Two (2) Hour Fatigue Time Minimum</u>
<u>Four (4) hour or more</u>		<u>Three (3) Hours</u>

Employees at HPHP who experience abrupt or violent (murder, drug overdose, car-accident, etc) loss of a client with whom they are close to shall qualify for two hours of fatigue time per request.

ARTICLE 14 DIFFERENTIALS

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 RN
- Detention Nurse Supervisor
- Program Coordinator
- Sheriffs Records Clerk I & II
- Clerical Supervisor I & II