

**COUNTY OF SANTA CRUZ  
DEPUTY PROBATION OFFICER ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
JANUARY 1, 2021 – DECEMBER 31, 2024**

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

This is a Memorandum of Understanding between the County of Santa Cruz and the Deputy Probation Officer Association. 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 Deputy Probation Officer Association for County employees for the period January 1, 2021 through December 31, 2024 for all provisions, and supersedes all previous agreements. Unless otherwise specified herein, all provisions of this agreement shall become effective upon ratification by the Association and approval of the Board of Supervisors.

## **ARTICLE 2                    RECOGNITION**

**2.1** The County of Santa Cruz recognizes Deputy Probation Officer Association, (hereinafter referred to as "Association") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions.

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

## **ARTICLE 3                    ASSOCIATION ACTIVITIES**

### **3.1 ASSOCIATION REPRESENTATIVES**

The Association 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 Association 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.

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 Association, 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 Association may distribute official union material to employees in its Representation Unit through normal channels.

### **3.4 VISITS BY AUTHORIZED ASSOCIATION REPRESENTATIVES**

The authorized Association 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 Association 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 Association whenever the services of any County employee in a class in this unit are engaged or terminated.

#### B. Contracting Out.

The County agrees that prior to taking action to contract out functions or activities now performed by employees in the Deputy Probation Officer Association, the County will provide the Association with reasonable written notice and will meet with the Association and discuss alternative ways to achieving the County's objectives. The County agrees that, prior to taking action to lay off employees in the Deputy Probation Officer Association, the County will discuss alternative ways of achieving the County's objectives with the Association.

#### C. AB 119 NOTIFICATIONS

##### 1. Bargaining Unit Information

The County shall provide the Association with remote access to an electronic formatted file with a comprehensive list of all employees covered by this Memorandum of Understanding that includes each employee's name, employee number, job title, department, work location, and work telephone numbers. The Association shall provide the County with the names of two Association members who will be provided with passwords and instructions on how to access this information.

##### 2. Association Orientation

The County holds two new employee in-processing meetings each week on regularly established days and times. The County shall notify the Association of the regularly scheduled days and times for such meetings and shall provide the Association with at least ten days advance notice of any change in the regularly established days or times. If, due to special circumstances, an in-processing meeting must be held on a different day or time than the regularly established day and time and any members of this bargaining unit are scheduled to attend, the County will provide the Association with as much notice as practicable of such meeting.

The County shall allow one Association representative to provide an Association orientation of up to 30 minutes to represented employees immediately preceding each scheduled new employee in-processing meeting which includes any bargaining unit members. The County and the Association representative shall not malign either party, its employees or officials.

It shall be incumbent upon the Association to contact the Personnel Department receptionist the day prior to each scheduled in-processing meeting to determine whether any unit members are scheduled to attend the session.

The time spent presenting the Association orientation shall be considered paid release time.

## **ARTICLE 4            ASSOCIATION SECURITY**

### **4.1 RELATIONSHIP AFFIRMATION**

The Association 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 Association affirm the principle that harmonious labor-management relations are to be promoted and furthered.

### **4.2 NOTICE OF RECOGNIZED ASSOCIATION**

- A. The County shall give a written notice to persons being processed for regular employment in a class represented by the Association. The notice shall contain the name and address of the Association and the fact that the Association is the exclusive bargaining representative for the employee's unit and class.
- B. The current Memorandum of Understanding is available to employees on the County's Intranet.

### **4.3 INDEMNIFY AND HOLD HARMLESS**

The Association indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers, and employees acting on behalf of the County 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).

### **4.4 PAYROLL DEDUCTIONS AND PAY OVER**

The County shall deduct Association dues or service fees and premiums for approved Association insurance programs from the pay of employees in the Deputy Probation Officer Association in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

- A. The Association will provide the County with an initial certified list of its members on November 1, 2022. Going forward, the Association will provide the County with an updated list once a month.
- B. The Association 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 Association dues each pay period from each employee identified by the Association as a dues paying member and shall remit the dues to the Association along with a list of the corresponding employee numbers. The deduction report shall be submitted in writing with the Association dues payment.

- D. Requests to authorize dues shall be directed to the Association rather than the County. Requests to revoke or change the authorization shall also be directed to the Association rather than the County. The Association 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 Association's explanations in a certified list, submitted by a representative of the Association who has authority to bind the Association, regarding whether authorization/revocation/change in deductions has been requested by the employee.
- E. The Association 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 Association 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 Association'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 Association regarding changes or cancellations to the deduction authorization.

## **ARTICLE 5                    PEACEFUL PERFORMANCE**

**5.1** The Association 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 Association 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 Association 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 Association 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.

Equal Employment Opportunity/Non-Discrimination Policies are reflected in Personnel Regulations Section 190.

**ARTICLE 7 PAY**

**7.1**

A. 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.

B. Cost of Living Increase

1. Effective the first full pay period after Association ratification and Board of Supervisors approval, each step in the salary range for all employees shall be increased by 3%.
2. Effective the first full pay period in January 2023, each step in the salary range for all employees shall be increased by 3%.
3. Effective the first full pay period in January 2024, each step in the salary range for all employees shall be increased by 3%.

**7.2 REQUIREMENTS FOR STEP INCREASES**

Step advancements are predicated upon merit and length of service, and each part-time or full-time employee in a budgeted position may receive an increase at the completion of each number of hours of service, specified herein below, up to and including the maximum step of the employee's salary range as set forth in the salary resolution of the County.

The steps of each salary range shall be interpreted and applied as follows:

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

B. The second step shall be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

C. The third step shall be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

D. The fourth step shall be paid at any time after 2080 hours of satisfactory or better service at the third step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

E. The fifth step shall be paid at any time after 2080 hours of satisfactory or better service at the fourth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

F. The sixth step shall be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

G. The seventh step shall be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating. For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited-term position and not more than twelve months has elapsed since such lay off, the employee shall receive credit for hours of service previously accrued in the step held when 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, return from work in higher class appointment.

## **7.6 WORK IN A HIGHER CLASS**

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

A. The employee must meet the employment standards for the higher class;

B. Appointments shall be for absences or vacancies exceeding forty (40) cumulative hours in any calendar year. No time served in "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class;

C. All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than sixty (60) days except that one additional temporary appointment for a maximum of sixty (60) days may be authorized by the Personnel Director provided that valid reasons exist to justify the extension. These "Work in a Higher Class" provisions shall not supplant existing Civil Service Rules and County Code provisions with respect to appointments to vacant positions.

## **ARTICLE 8 CLOTHING AND BADGES**

### **8.1 CLOTHING**

In order to allow for maximum visibility and identification purposes, the department will provide the field Intensive Field Officers the following items of clothing: 2 Shirts (1 long sleeve & 1 short sleeve), 1 windbreaker, and 1 cover vest with pockets. Design, logos, and styles to be determined by the Departmental Safety Committee with final approval from the Chief Probation Officer. Additional positions can be included at department discretion. Replacement requests shall be approved by the Chief Probation Officer.



## **8.2 BADGES**

In order to allow for maximum visibility the department will provide replacement badges for employees at the rate of 13 per year beginning with Intensive Field Officers and WRAP Officers. Remainder of employees will receive badges by classification seniority beginning with Deputy Probation Officers II's. Employees have the option to purchase the badge at their personal expense and obtain reimbursement from the department based upon the badge roll-out schedule.

## **8.3 DUTY BELTS**

As soon as administratively possible, after Board of Supervisor approval and Association ratification, duty belts will be made available and issued upon request to employees in the bargaining unit. Staff may select a duty belt from two (2) department approved selections. Replacement requests shall be approved by the Chief Probation Officer.

## **ARTICLE 9 RETIREMENT**

### **9.1 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:

Deputy Probation Officer I  
Deputy Probation Officer II  
Deputy Probation Officer III

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 the Public Employees Pension Reform Act of 2013 (PEPRA) 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 PEPRA's definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in paragraph 9.1.A.1 (Tier 1) or paragraph 9.1.A.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. In accordance with PEPRA, the County may not "pick up" any portion of the required member contributions of employees who meet PEPRA's "new" member definition (Tier 3 employees). Effective January 13, 2018, all employees in the Tier 3 Safety retirement plan shall pay 12% or one half of the normal cost of the benefit specified in Article 9.1.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 PEPRA. If one half of the normal cost of the Tier 3 benefit decreases to a level below 12%, the Tier 3 employees' retirement contribution shall remain at 12% and any difference between 12% and one half the normal cost shall be considered an employee "pick up" of the employer contribution.

6. All employees in the CalPERS County Peace Officer Tier 1 and Tier 2 retirement plans shall continue to contribute 12% toward their retirement benefits. The 12% includes 3% toward the employer contribution.

B. The parties agree that the provisions in this Article (9.1) shall be a part of the subsequent Memorandum of Understanding for this Association.

#### C. 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 Association 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 Subsection A.1. of 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 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.

#### **9.3 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.

#### **9.4 PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFITS FOR MEMBERS**

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

## **ARTICLE 10           INSURANCE BENEFITS**

### **Plan Documents Controlling.**

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

### **10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT**

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

A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules, and regulations.

B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

1. Effective as soon as administratively possible following verification that the Association has submitted the necessary documentation to permit its members to qualify for PORAC medical, for calendar year 2023 the County will provide the following monthly benefit contributions for active employees:
  - a. **FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION**
    1. Employee only – 95% of the 2023 premium of the lowest cost HMO available in CalPERS Health, but not less than \$927.68, which includes the PEMHCA minimum contribution in 1(b)(1).
    2. Employee + one dependent – 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health, but not less than \$1,757.71, which includes the PEMHCA minimum contribution in 1(b)(2).
    3. Employee + two or more dependents – 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health, but not less than \$2,285.02, which includes the PEMHCA minimum contribution in 1(b)(3).

b. 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.
2. For calendar year 2024 the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only – 95% of the 2024 premium of the lowest cost HMO available in CalPERS Health, but not less than \$978.71, which includes the PEMHCA minimum contribution in 2(b)(1).
2. Employee + one dependent – 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health, but not less than \$1,854.39, which includes the PEMHCA minimum contribution in 2(b)(2).
3. Employee + two or more dependents – 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health, but not less than \$2,410.70, which includes the PEMHCA minimum contribution in 2(b)(3).

b. 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.

At no time during any plan year will the County pay more than the full costs associated with an employee's 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 five (5) months following the death of the employee for the surviving eligible dependents.

H. Retiree Health Care.

1. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care (PEMHCA) Program and CalPERS regulations.

2. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contributions is 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 and H.3, 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.4) 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 D & E):

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 D and E, 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 D and E, 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.4), 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 D and E.
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 D and Attachment E) 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 D and/or Attachment E.
7. Retiree's contributions from County shall remain fixed at the amount determined at the date of their retirement (per Attachment D and E) unless and until, during negotiations, this Association 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 22.1.

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.a) 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 \$200.00 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 minimum 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

A. The County offers two dental plan options through Delta or comparable options. Delta Preferred Option (DPO) is a "fee-for-service" plan. Enrollees may go to any dentist and be reimbursed 80% for basic and preventative services and 50% for major services or enrollees may go to a preferred provider and be reimbursed 100% for basic and preventative services and 60% for major services.

B. DeltaCare (formerly PMI) covers most services at 100%. Enrollees must utilize assigned DeltaCare providers only. This plan offers limited orthodontia coverage.

The County agrees to pay the premiums for eligible employees and their dependents for dental coverage during the term of this agreement. The annual cap under the DPO program is \$1200 per year per enrollee. Employees and dependents must be enrolled in the same dental plan. No cross

coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in a County sponsored dental plan.

### **10.3 VISION PLAN**

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

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

### **10.4 DISABILITY INSURANCE**

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

B. The employee cost for SDI is determined by the State.

### **10.5 LIFE INSURANCE**

Effective as soon as administratively possible, the County agrees to maintain and pay the premium for a \$50,000 life insurance plan with AD&D for eligible employees during the term of this agreement. The amount of coverage decreases for employees age seventy (70) and above in accordance with the terms of the plan document. Employees will be allowed to purchase additional life insurance for up to \$300,000.

### **10.6 PART-TIME EMPLOYEE INSURANCE BENEFITS**

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

### **10.7 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY**

“Advance payment” means payment must be received by the Employee Insurance/Benefits Division of the County Personnel Department or postmarked by 5:00 p.m. on the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be postmarked or received by the Employee Insurance/Benefits Division of the County Personnel Department by 5:00 p.m. on the first full working day following the holiday.



A. Employees granted leave of absence without pay of one full pay period or longer must notify the Employee Insurance/Benefits Division of the Personnel Department and make arrangements for payment of insurances in advance. For continuance of medical coverage through CalPERS, the employee must apply to CalPERS in advance of the leave of absence without pay. The County and Union agree to abide by CalPERS requirements (Public Employees Retirement Law) as it relates to continuation of insurances. Forms for this purpose are provided through the Personnel Department. The only exception to advance payment is in the case of an emergency beyond control of the employee and where payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, vision and dental insurances. If the employee does not pay for insurance coverage during the leave of absence, they are treated like a new employee with regard to determining when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for all insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

B. When an employee is on a leave of absence without pay for one full pay period or longer for any reason, coverage under employee insurances (e.g, medical, life, dental, and vision, ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.

1. Federal Family Medical Leave Act (“FMLA”) or California Family Rights Act (CFRA) Leaves of Absence, hereafter referred to as FMLA/CFRA. See County Form PER1050, “Notice to Employees of Rights Under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).” The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA/CFRA leave of absence without pay as if the employee were working or on paid leave. Employees on an approved FMLA/CFRA leave shall be responsible for their medical premium costs during such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances. Should the period of leave of absence without pay extend beyond the duration of any approved FMLA/CFRA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (10.7).

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

3. Continuation of Employee Insurance while on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution towards any insurance benefits for themselves or their dependent(s). The County shall have the right to recover from the employee any contribution amounts unpaid and non-recoverable with regard to employee/dependent coverage through payroll deduction, attachment of wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

## **10.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS**

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the County. It is the responsibility of each

employee to notify the Employee Insurance Benefits Unit of the Personnel Department upon any enrolled dependent(s) becoming ineligible.

## **10.9 ENROLLMENT AND RE-ENROLLMENT OF EMPLOYEES AND DEPENDENTS**

All employees must enroll in dental, vision, life and group insurances provided for employees in the Deputy Probation Officer Association. 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 Association prior to making any changes in medical, dental, life, EAP or vision providers or changes to dental and vision summary plan documents during the term of this agreement.

## **10.11 EMPLOYEE ASSISTANCE PROGRAM**

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

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

### **11.1 MEAL PERIOD**

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

### **11.2 REST PERIODS**

All employees shall be granted a rest period during each four (4) hours of work. Departments may make reasonable rules concerning the rest period scheduling. Rest periods not taken shall be waived.

## **ARTICLE 12 OVERTIME**

### **12.1 DEFINITION**

Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) consecutive day (i.e., 168 consecutive hours) work period. Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

### **12.2 AUTHORIZATION**

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

### **12.3 COMPUTATION**

A. Unless specifically provided otherwise in this Article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: annual leave; sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examinations or selection interviews or for purposes of donating blood; pay for time not worked in the event of a natural disaster; and mandatory leave with pay.

B. Holidays.

1. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.

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

**12.4** 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.

### **12.5 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 association 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.

### **12.6 DISTRIBUTION OF OVERTIME**

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of

overtime. When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

## **ARTICLE 13            ON-CALL DUTY AND CALL BACK DUTY**

### **13.1 ON-CALL DUTY**

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

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

C. Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered time worked which counts towards overtime.
2. An employee who is called back to duty shall be considered on-call until 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.

D. Compensation.

1. Except as specifically provided in sub-paragraph 2 of this paragraph, an employee assigned on-call duty shall receive \$2.00 per hour when assigned to be on-call (or \$16.00 for an eight hour period, \$32.00 for a sixteen hour period, and \$48.00 for a twenty-four hour period).

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

### **13.2 CALL-BACK**

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

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

### **13.3 OFF-DUTY CONTACTS**

Any unit member contacted to respond to an inquiry by management and not directed to physically return to the work site shall receive a minimum of one hour at one and one-half their base hourly rate of pay for contacts of 10 minutes or more. Inquiries of less than 10 minutes shall be considered *de minimis* and are not compensable. However, inquiry calls within the same hour window will be counted within the same one-hour minimum.

## **ARTICLE 14            DIFFERENTIALS**

The payment of differentials is assignment based.

### **14.1 APPLICATION**

A. Any of the differentials in parts 14.3 through 14.4 of this Article shall be paid on all time in a paid status.

B. Any of the differentials in parts 14.3 through 14.5 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**

Unit members shall be paid an hourly shift differential in the amount of five percent (5%) of the employee's hourly base rate of pay for any time approved and worked after 6 pm through 7 am Monday through Thursday, and for any hours worked on or after 6 p.m. Friday through 7 am Monday, provided that this provision shall not apply to time worked (a) within an employee's normal assigned shift, (b) when an employee flexes their regular schedule\*, (c) for off duty contacts pursuant to Article 13.3, or (d) at the overtime rate.

\*Special events are usually prescheduled and participating employees' schedules are changed accordingly. In such instances, employee qualifies for the differential.

### **14.3 BILINGUAL PAY DIFFERENTIAL**

A. The County shall provide bilingual payment of an additional \$0.50 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level One and the employee is certified as qualified at Level One, by the County Personnel Director. Effective January 3, 2015 the differential pay shall increase to \$1.00.

The County shall provide bilingual payment of an additional \$0.85 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director. Effective January 3, 2015 the differential pay shall increase to \$1.35.

"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 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.

C. Effective the pay period beginning January 12, 2019, employees who have completed 41,600 county service hours (equivalent to approximately twenty (20) years of full-time service) shall be paid a Longevity Differential equivalent to 3% of their base hourly rate.

#### **14.5 TRAINING PAY DIFFERENTIAL**

A. Bargaining unit members who are assigned in writing to serve in one of the following training assignments shall be paid the following hourly premiums:

1. Field Safety Training Officer (FSO). Employees in budgeted positions in the class of Deputy Probation Officer II or Deputy Probation Officer III, and who have successfully completed the required 40-hour POST certified training officer course, who are assigned by the Probation Chief, or designee, to duty as a Field Safety Training Officer (FSO) shall be paid 5% above their base hourly rate for actual hours worked as an FSO. A maximum of five (5) employees at any given time may be assigned by the Probation Department to receive this differential.
2. Training Premium. Bargaining unit members in budgeted positions assigned by the Probation Chief, or designee, to conduct training in one of the identified areas shall be paid 5% above their base hourly rate for actual hours spent conducting training for other employees, as well as pre-authorized preparation and follow-up (review) time.
  - a. Child, Family and Team (CFT) Trainer
  - b. Juvenile Assessment and Intervention System Instructor (JAIS Instructor)
  - c. Correctional Assessment and Intervention System Instructor (CAIS Instructor)
  - d. TASER Instructor

Employees may receive only one training pay differential for any given hour of work (e.g., an employee cannot receive a differential for both CFT and JAIS training for the same hour and an FSO cannot receive additional training pay for performing any of the listed trainings). The maximum training pay under this provision is 5%.

B. The Department retains the discretion to assign, rotate, or revoke training assignments under this provision.

## **ARTICLE 15            OTHER COMPENSATION PROVISIONS**

### **15.1 AUTOMOBILE MILEAGE REIMBURSEMENT**

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

B. Changes to the above rate will commence the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.

### **15.2 REIMBURSEMENT FOR PROPERTY DAMAGE**

In the event that an employee, required by 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 their 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 \$500.00 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 required to perform their duties under the following conditions:

A. Licenses and certificates covered must be required by Federal, State or County laws or by class specifications. Fees for California driver's licenses shall not be reimbursed under these provisions; provided, however, that reimbursement shall be provided for Class A and B license fees, where such licenses are required by class specification.

B. Maximum reimbursement shall be \$600 per calendar year, commencing January 1, 2000, except as provided in paragraph C, immediately below.

C. Reimbursement shall only apply to fees paid by the employee during the calendar year, with such reimbursement to commence January 1, 2000. No reimbursement shall be made for fees of less than \$5. Employees shall not be reimbursed for the same license/certificate under this Article (15.3) and Article 24.

D. Should the County require any licenses or certificates covered by Federal, State, or County laws or by class specifications above \$600 per calendar year the County will agree to meet and confer.

## **15.4 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 115 of the County Procedures Manual.

Meal payment for breakfast is allowable:

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

Meal payment for lunch is allowable:

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

Meal payment for dinner is allowable:

1. If the required emergency work extends at least two (2) hours after the ending of the regular work day; or
2. At least eight (8) consecutive hours of emergency work is required on any non-workday, two (2) of which fall after the ending of the employee's regular work-day.

## **ARTICLE 16 PAID LEAVE**

### **16.1 HOLIDAYS**

#### **A. Holidays Specified**

The following are Holidays which apply for eligible Deputy Probation Officer Association 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 "Columbus 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, June 19, July 4, November 11, or December 25 falls 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.
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 work day, 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 work day 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 work day shall be compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.

c. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on their last scheduled work day 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 Deputy Probation Officer Association. 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 be 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 the employee's 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 or spouse/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 the employee's child, parent, or spouse/domestic partner, grandparent, grandchild, or a sibling. 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 of the employee or the employee's domestic partner, or a person who stood in loco parentis when the employee was a minor child.

4. Time for Annual Leave.

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

5. Maximum Accrual.

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

6. Increments.

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

7. No Loss of Credits.

No department head shall cause an employee to lose earned annual leave credits.

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

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.

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 one (1) lateral transfer interview per calendar year with the County, provided they request such leave in advance.

#### C. Donation of Blood

All employees may be granted leave with pay from their work for two (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, and 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, they 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

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

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

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

## **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. The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary.

### **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 their position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis. It is the responsibility of the employee to request leaves in advance in accordance with the Personnel Regulations of the County of Santa Cruz. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

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

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

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

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

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

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

C. Employees in this unit are covered under State Disability Insurance and Paid Family Leave through the State of California, until California Law Enforcement Association disability plan is implemented (February 2012).

### **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.

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

A. Employees, with Association 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 Association. 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 Association 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 Association 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 such material. 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 manual in the employee's department.

#### **19.5 EVALUATION**

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

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

Evaluations presented after thirty (30) calendar days of the due date with an overall "meets standard" rating that includes substandard comments may be reviewed by the Personnel Director. The Personnel Director's review is limited to the sole issue of whether or not the evaluation contains the required documentation and specific recommendations required herein. The timeline and process for the review shall follow the steps for a negative evaluation as outlined in the Civil Service Rules.

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 CLASSIFICATION ACTIONS AND SALARY PROTECTION**

### **20.1 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. A completed position description form (PDF) shall accompany each employee's request. The PDF should highlight and describe in detail those duties which the employee believes are beyond the scope of their current class specifications. If the employee's appointing authority (Department Head or designee) believes that a review is appropriate, the request will be forwarded to the Personnel Department for study. The appointing authority (Department Head or designee) 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.

### **20.2 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 21            GRIEVANCE PROCEDURE**

**21.1** The County and Association 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 Association. 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 Deputy Probation Officer Association, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

### **21.2 DEFINITION**

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

1. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment, except as provided for in subsections 21.2 B, C, D and E below.

2. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the Deputy Probation Officer Association and which adversely affects the employee's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:

1. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order or this Memorandum of Understanding.

2. Dismissals, suspension, or reduction in rank or classification (appeal process through Civil Service).

3. Probationary dismissals upon original appointment.

4. Content of performance evaluations.

5. Leaves of Absence, Article 17.2-5.

6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code (appeal process through Civil Service).

7. Complaints regarding occupational health and safety or the applicable procedures for such complaints (report to appropriate State or Federal agency).

8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

C. Alleged violations of Article 6A.1 (anti-discrimination) are arbitrable; provided that and subject to the following: The employee must utilize the County's EEO process as a condition precedent to arbitration, and the matter shall not be ripe for arbitration until the EEO claim is resolved at the last level within the County (i.e., after appeal to the County Administrative Office). See Personnel Regulation Section 192. Employees may appeal and request arbitration of the County Administrative Officer's decision on harassment and/or discrimination complaints within seven (7) calendar days in writing to the Personnel Director. Arbitration after compliance with the County's internal EEO process and in compliance with Article 22.5B.4 will be final and binding.

D. With the exception of the provisions regarding arbitration of discrimination matters specified in subsection C, the exclusions from the grievance procedure specified in Article 22.2B remain unchanged, are in full force and effect, and are not grievable or arbitrable.

E. Allegations that the County's actions on any excluded matter (Article 21.2B) were based on discriminatory intent does not render the matter grievable or arbitrable under Article 6, Article 21.2C or any other provision of the MOU.



### **21.3 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 Association. 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. Association grievances shall comply with all foregoing provisions and procedures.

### **21.4 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 21) are essential to the grievance procedure and shall be strictly observed.

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

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

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

D. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.

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

### **21.5 PROCEDURE**

#### **A. Informal**

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

#### **B. Formal**

## 1. STEP 1

Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the department head or designated representative. The grievance shall be submitted on a County of Santa Cruz Employee Grievance Form and shall contain the following information:

- a. The name of the grievant.
- b. The specific nature of the grievance.
- c. The date, time and place of occurrence.
- d. Specific provision(s) of the Memorandum of Understanding or Section 160 of the County Procedures Manual alleged to have been violated.
- e. Any steps that were taken to secure informal resolution.
- f. The corrective action desired.
- g. The name of any person or representative chosen by the employee to enter the grievance. The employee shall be allowed reasonable time to meet with a designated representative. A reasonable amount of time will be granted the employee and representative to handle the initial investigation and processing of the grievance. The representative may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The department head or designated representative shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually waived, the department head or designee shall meet with the grievant/Association 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/Association prior to issuing their decision.

## 3. STEP 3

The decision(s) of the Personnel Director may be appealed within fourteen (14) calendar days to a hearing officer. The written appeal shall be filed with the Personnel Director.

## 4. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any. The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

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

b. Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the County and the grievant may submit briefs to the hearing officer in lieu of a hearing.

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

d. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.

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

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

## **ARTICLE 22            LAYOFF PROVISIONS**

### **22.1 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 (22) 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 (22) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

## **22.2 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.

## **22.3 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 C for guidelines and restrictions.

## **22.4 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.

## **22.5 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.

## **22.6 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 22.8.

## **22.7 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.) 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 22.8

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, they shall displace first in the highest class in which they have rights. Should an employee have the right to displace to two (2) or more equal, lower classes, they shall displace first to the most recently occupied equal class.

## **22.8 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 22.1, 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.

## **22.9 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.

## **22.10 RETENTION OF REEMPLOYMENT LIST STATUS**

Laid off employees having permanent status at the time of layoff, or permanent employees who displaced to a lower class on the basis of prior permanent status in the lower class, or permanent employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from reemployment lists established for each class in which they have reemployment rights. Such employees shall be placed on the Departmental Reemployment List in order of seniority, and such employees shall also be placed on a Countywide Reemployment List as a block in no particular order.

### **A. Departmental Reemployment Lists.**

If an opening occurs in the department from which employees were laid off, those on the reemployment list will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority. A Departmental Overfill List is the only list that shall have precedence over a Departmental Reemployment List. (Civil Service Rules, Section IV) A department may request selective certification of bilingually qualified employees from a Departmental Reemployment List for a vacant position that is designated as bilingual pursuant to Article 14.3. If there is no departmental reemployment list, the order of certification shall be: (1)

County-wide Overfill List; (2) County-wide Reemployment List; and (3) other employment lists as specified in Civil Service Rule VI.B.2.

#### B. County-wide Reemployment Lists.

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

1. Countywide Reemployment List; and
2. Other employment lists as specified in Civil Service Rule VI.B.2.

#### C. Retention of Reemployment List Status.

A laid off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

1. They refuse 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 person's name may be restored to the list upon written request by the person.

### **22.11 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.

#### **22.12 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS**

Notwithstanding any other provisions of this Article (Article 22), 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.

#### **22.13 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.

#### **22.14 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.

#### **22.15 IMPLEMENTATION**



The change in the provision of Article 22.8B 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 22.8 with respect to seniority credits in the lower class being applied to a higher class shall be made effective December 3, 1983.

## **ARTICLE 23           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 Association 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 Association 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 24           REIMBURSEMENT FOR PROFESSIONAL ASSOCIATIONS**

### **24.1   REIMBURSEMENT**

For the term of this agreement, the County will provide \$400.00 for reimbursement for professional association dues. The reimbursement funds shall be distributed on a first come first serve basis. An employee wishing to seek reimbursement shall send a memo, to the County's Training Coordinator that includes the name of the professional organization, purpose of the organization, amount of reimbursement, and proof of payment. The maximum reimbursement for each employee shall be \$200 per calendar year.

## **ARTICLE 25           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 26 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 27 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 ten (10) 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 Association. 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 ten (10) working days advance written notice to the Association and will meet and confer upon Association request.

### **B. Location Transfers.**

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

### **C. 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.

## **ARTICLE 28            SAFETY**

### **28.1 SAFETY COMMITTEE**

The parties agree that there will be a safety committee that meets every other month (6 times per year), or more frequently by mutual agreement. The committee will alternate meetings on Juvenile issues and Adult issues. At least two of the meetings each year can be combined to address Juvenile and Adult issues. The committee will consist of two Association Representatives, two managers, and one supervisor (to be mutually agreed upon and chosen based on discussion topic and operational issues). Supervisor may be selected on a rotational basis.

The purpose of this committee shall be to review incidents and responses, discuss policy revisions, safety issues, training status, audit of safety equipment and equipment needs, and review of emergency plans and policies.

### **28.2 SAFETY TRAINING**

There will be a minimum of 16 hours annually that will be set aside for safety training that may include the following topics: gang training and weapon identification; preventative universal safety practices; weaponless defensive tactics; safety techniques in office and field scenarios; hand cuffing; arrest and control procedures; use of radio; emergency response procedures and emergency plan review, and use of force policy. Time utilized for OC training will not be included in the 16 hours annually allotted time. Additional training may be requested and may be approved by the Chief Probation Officer.

### **28.3 SEARCH KITS**

There will be Search Kits issued at all department and satellite locations, and available to be checked out by staff as needed. The departmental policy and procedure will specifically identify the locations where search kits are available.

**FOR THE ASSOCIATION:**

DocuSigned by:  
*Peter Hoffmann* 10/6/2022  
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Peter Hoffmann Date  
Chief Negotiator

DocuSigned by:  
*Julio Juarez* 11/1/2022  
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Julio Juarez Date  
Association President

DocuSigned by:  
*Jesse Duque* 11/1/2022  
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Jesse Duque Date  
Association Board Member

DocuSigned by:  
*Linda Perez* 11/1/2022  
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Linda Perez Date  
Association Board Member

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*Felicia Santiago* 11/1/2022  
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Felicia Santiago Date  
Association Board Member

DocuSigned by:  
*Jorge Romo* 11/1/2022  
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Jorge Romo Date  
Association Board Member

DocuSigned by:  
*sara siegel* 11/1/2022  
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Sara Siegel Date  
Association Board Member

**FOR THE COUNTY:**

DocuSigned by:  
*Ajita Patel* 11/21/2022  
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Ajita Patel Date  
Personnel Director

DocuSigned by:  
*Claire Schwartz* 11/10/2022  
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Claire Schwartz Date  
Employee Relations Prog Manager

DocuSigned by:  
*Erin Morimoto* 11/10/2022  
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Erin Morimoto Date  
Principal Personnel Analyst

DocuSigned by:  
*Valerie Thompson* 11/14/2022  
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Valerie Thompson Date  
Assistant Chief Probation Officer

DocuSigned by:  
*Sarah L. Fletcher* 11/17/2022  
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Sarah Fletcher Date  
Probation Division Director

**Attachment A of DEPUTY PROBATION ASSOCIATION MOU**

January 1, 2021 – December 31, 2024

SUPERVISORY CLASSES ARTICLE 4.4

**CLASS CODE**

**CLASS TITLE**

SU8

Deputy Probation Officer III

## **Attachment B of DEPUTY PROBATION OFFICER ASSOCIATION MOU**

January 1, 2021 – December 31, 2024

### **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.

#### **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 Association Steward or representative for purposes of processing a formal grievance.\*
- e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearings on wages, hours and working conditions.

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

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

#### Volunteer Initiative Program

A. The County and the Association acknowledge the necessity and importance of the Volunteer Initiative Program (VIP). The County agrees that no current Deputy Probation Officer Association 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 Association with written proposals detailing each volunteer position proposed for placement. In order to be timely, the Association 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 Association. The Association may designate two (2) representatives to meet with the County. The County shall provide reasonable time for two (2) Association 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. Association concerns regarding abuse of the use of extra-help and/or inmate labor in relationship to the Deputy Probation Officer Association 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 Association.

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\* See Article 21.5 B (1) of the Deputy Probation Officer Association Memorandum of Understanding

**ATTACHMENT C of DEPUTY PROBATION OFFICER ASSOCIATION MOU**  
January 1, 2021– December 31, 2024

**SIDELETTER OF AGREEMENT  
BETWEEN  
THE COUNTY OF SANTA CRUZ  
AND  
DEPUTY PROBATION OFFICER ASSOCIATION**

**Advance Enrollment Voluntary Time Off with Accrual (AVTO)**

**A. Purpose**

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

**B. Procedure**

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



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, Association 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 Association 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 Association.

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

3. The County and the Association 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 Association currently in effect.

**Deputy Probation Officer Association  
 Retiree Only  
 20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55**

<b>2022</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>	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00
<b>6</b>	\$149.00	\$149.00	\$149.00	\$156.01	\$164.22	\$172.87	\$181.51	\$190.59	\$200.11	\$210.12	\$220.63	\$231.66	\$243.24	\$255.40	\$268.17	
<b>7</b>	\$152.23	\$160.24	\$168.67	\$177.55	\$186.90	\$196.73	\$206.57	\$216.90	\$227.74	\$239.13	\$251.09	\$263.64	\$276.82	\$290.66	\$305.20	
<b>8</b>	\$170.70	\$179.68	\$189.14	\$199.09	\$209.57	\$220.60	\$231.63	\$243.21	\$255.37	\$268.14	\$281.55	\$295.63	\$310.41	\$325.93	\$342.22	
<b>9</b>	\$189.16	\$199.12	\$209.60	\$220.63	\$232.24	\$244.47	\$256.69	\$269.52	\$283.00	\$297.15	\$312.01	\$327.61	\$343.99	\$361.19	\$379.25	
<b>10</b>	\$207.63	\$218.56	\$230.06	\$242.17	\$254.92	\$268.33	\$281.75	\$295.84	\$310.63	\$326.16	\$342.47	\$359.59	\$377.57	\$396.45	\$416.27	
<b>11</b>	\$226.10	\$238.00	\$250.52	\$263.71	\$277.59	\$292.20	\$306.81	\$322.15	\$338.26	\$355.17	\$372.93	\$391.58	\$411.15	\$431.71	\$453.30	
<b>12</b>	\$244.57	\$257.44	\$270.99	\$285.25	\$300.26	\$316.07	\$331.87	\$348.46	\$365.89	\$384.18	\$403.39	\$423.56	\$444.74	\$466.97	\$490.32	
<b>13</b>	\$263.03	\$276.88	\$291.45	\$306.79	\$322.94	\$339.93	\$356.93	\$374.78	\$393.52	\$413.19	\$433.85	\$455.54	\$478.32	\$502.24	\$507.00	
<b>14</b>	\$281.50	\$296.32	\$311.91	\$328.33	\$345.61	\$363.80	\$381.99	\$401.09	\$421.14	\$442.20	\$464.31	\$487.53	\$507.00	\$507.00	\$507.00	
<b>15</b>	\$299.97	\$315.76	\$332.38	\$349.87	\$368.28	\$387.67	\$407.05	\$427.40	\$448.77	\$471.21	\$494.77	\$507.00	\$507.00	\$507.00	\$507.00	
<b>16</b>	\$318.44	\$335.20	\$352.84	\$371.41	\$390.96	\$411.53	\$432.11	\$453.72	\$476.40	\$500.22	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>17</b>	\$336.90	\$354.64	\$373.30	\$392.95	\$413.63	\$435.40	\$457.17	\$480.03	\$504.03	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>18</b>	\$355.37	\$374.08	\$393.76	\$414.49	\$436.30	\$459.27	\$482.23	\$506.34	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
<b>19</b>	\$373.84	\$393.52	\$414.23	\$436.03	\$458.98	\$483.13	\$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 (\$149 in 2022) 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

\*Years of Service with the County of Santa Cruz

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

<b>2022</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>	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00
<b>6</b>	\$149.00	\$149.00	\$151.07	\$159.02	\$167.39	\$176.20	\$185.01	\$194.26	\$203.97	\$214.17	\$224.88	\$236.12	\$247.93	\$260.33	\$273.34	
<b>7</b>	\$157.39	\$165.67	\$174.39	\$183.57	\$193.23	\$203.40	\$213.57	\$224.25	\$235.46	\$247.23	\$259.60	\$272.58	\$286.20	\$300.51	\$315.54	
<b>8</b>	\$178.43	\$187.83	\$197.71	\$208.12	\$219.07	\$230.60	\$242.13	\$254.24	\$266.95	\$280.30	\$294.31	\$309.03	\$324.48	\$340.70	\$357.74	
<b>9</b>	\$199.48	\$209.98	\$221.03	\$232.66	\$244.91	\$257.80	\$270.69	\$284.22	\$298.44	\$313.36	\$329.03	\$345.48	\$362.75	\$380.89	\$399.93	
<b>10</b>	\$220.53	\$232.13	\$244.35	\$257.21	\$270.75	\$285.00	\$299.25	\$314.21	\$329.92	\$346.42	\$363.74	\$381.93	\$401.02	\$421.07	\$442.13	
<b>11</b>	\$241.57	\$254.29	\$267.67	\$281.76	\$296.59	\$312.20	\$327.81	\$344.20	\$361.41	\$379.48	\$398.46	\$418.38	\$439.30	\$461.26	\$484.32	
<b>12</b>	\$262.62	\$276.44	\$290.99	\$306.31	\$322.43	\$339.40	\$356.37	\$374.19	\$392.90	\$412.54	\$433.17	\$454.83	\$477.57	\$501.45	\$526.52	
<b>13</b>	\$283.67	\$298.60	\$314.31	\$330.86	\$348.27	\$366.60	\$384.93	\$404.18	\$424.39	\$445.60	\$467.88	\$491.28	\$515.84	\$541.64	\$557.00	
<b>14</b>	\$304.71	\$320.75	\$337.63	\$355.40	\$374.11	\$393.80	\$413.49	\$434.16	\$455.87	\$478.67	\$502.60	\$527.73	\$554.12	\$557.00	\$557.00	
<b>15</b>	\$325.76	\$342.91	\$360.95	\$379.95	\$399.95	\$421.00	\$442.05	\$464.15	\$487.36	\$511.73	\$537.31	\$557.00	\$557.00	\$557.00	\$557.00	
<b>16</b>	\$346.81	\$365.06	\$384.28	\$404.50	\$425.79	\$448.20	\$470.61	\$494.14	\$518.85	\$544.79	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>17</b>	\$367.86	\$387.22	\$407.60	\$429.05	\$451.63	\$475.40	\$499.17	\$524.13	\$550.33	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>18</b>	\$388.90	\$409.37	\$430.92	\$453.60	\$477.47	\$502.60	\$527.73	\$554.12	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
<b>19</b>	\$409.95	\$431.53	\$454.24	\$478.14	\$503.31	\$529.80	\$556.29	\$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 (\$149 in 2022) 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

\*Years of Service with the County of Santa Cruz

**ATTACHMENT F of DEPUTY PROBATION OFFICER ASSOCIATION MOU**  
January 1, 2021– December 31, 2024

**SIDELETTER AGREEMENT**

Between the County of Santa Cruz and the Deputy Probation Officer Association

**Bilingual Designation Study Committee**

The County of Santa Cruz and the Deputy Probation Officer Association agree to form a committee to study which positions in the bargaining unit should be designated as eligible for bilingual Level 2 pay. The committee may include up to two representatives each from the Personnel Department, the Probation Department, and the Deputy Probation Officer Association. The committee shall convene no later than 60 days after Association ratification and Board of Supervisors approval of this Memorandum of Understanding. The committee's role and responsibilities shall include the following:

- Reviewing the applicable criteria and procedure for designating a position as eligible for bilingual level 2 pay as set forth in County policy;
- Reviewing the applicable procedure by which an employee may be approved to receive a bilingual level 2 pay differential;
- Assessing the Probation Department's current practice by identifying which and how many positions in the unit are currently designated as bilingual level 2, the basis for that designation, and which of those positions are currently occupied by an employee who is receiving bilingual level 2 pay; and,
- Assessing the operational need (or lack thereof) for bilingual services. This assessment shall include but not be limited to a review of the type of caseload, percent of caseload consisting of monolingual Spanish speakers, percent of the employee's work time spent using bilingual skills, and how employees who are not bilingual or are not in bilingual-designated positions communicate with monolingual Spanish speakers.

The committee shall provide a written report for the Chief Probation Officer within six months of its first meeting. The report shall include the committee's findings on the above issues, and a recommendation on whether to continue the current bilingual level 2 designations, to change any such designations to different positions, and/or to designate any additional positions as eligible for bilingual level 2.

Any recommendation to change the current designations will require the mutual agreement of all committee members. Any such recommendation must also provide specific details regarding the reasons for the recommended change.

The Chief Probation Officer has the discretion to accept or reject the committee's recommendation and will forward any accepted recommendations to the Personnel Director, who shall have sole discretion to approve or deny the changes pursuant to the existing bilingual policy.