

Santa Cruz County
Law Enforcement Representation Unit

MEMORANDUM OF UNDERSTANDING

July 1, 2009– June 30, 2016

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ARTICLE 1 MEMORANDUM OF UNDERSTANDING – INTRODUCTION

This is a Memorandum of Understanding between the Management negotiating Team for the County of Santa Cruz and the Operating Engineers, Local 3 Negotiating Team. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and the Operating Engineers, Local 3 for County Employees in the Law Enforcement Representation Unit for the period beginning July 1, 2009 through June 30, 2016. Unless otherwise specified herein, all provisions shall become effective following adoption by the Board of Supervisors.

ARTICLE 2 RECOGNITION

The County of Santa Cruz recognizes the Operating Engineers, Local 3, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions within the Law Enforcement Representation Unit.

ARTICLE 3 PEACEFUL PERFORMANCE OF COUNTY SERVICES

The Union, its agents and employees it represents, agree that there shall be no strike, work stoppage, or any other concerted interference with operations, or any picketing, or any refusal to enter upon the County's premises or work site during the term of this Memorandum of Understanding.

Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse to the Civil Service Commission as to the sole question of whether he/she in fact participated in such prohibited activity. If the Union, its staff or Board of Directors engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, concerted interference with operations, picketing or refusal by employees to enter upon the County's premises or work site, the County may immediately suspend or revoke the payroll deductions provided; however, the Union shall have recourse to the Civil Service Commission as to the sole question of whether the Union, or its staff or Board of Directors engaged in such prohibited activity. The inclusion of this Article in the Memorandum of Understanding shall in no way be deemed to preclude or stop the County or the Union from seeking any form of legal or equitable relief to which it may be entitled during the term of the Memorandum of Understanding or at any other time.

ARTICLE 4 COMPLIANCE WITH MEMORANDUM

In the event of any violation of the terms of this Memorandum, responsible and authorized Representatives of the Union or the Employer, or any individual department head as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Union shall enforce the terms of this Memorandum on the part of its members.

ARTICLE 5 EQUAL EMPLOYMENT OPPORTUNITY

The County and the Union agree that no person employed or applying for employment shall be discriminated against on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, creed, age (over 18), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential functions of the position. The parties also

agree to support efforts intended to achieve equal employment opportunity as provided for in Federal, State and County requirements.

ARTICLE 6 SAFETY

It is the duty of the County to make reasonable efforts to provide and maintain a safe place of employment. The Operating Engineers, Local 3, will cooperate in urging all employees to perform their work in a safe manner. It is the duty of all employees to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, equipment, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee may submit the matter in writing to the Departmental Safety Officer. If the employee does not receive a response within a reasonable period of time, or finds the response unsatisfactory, he/she may directly contact the County Safety Officer. The Sheriff-Coroner shall designate a Departmental Safety Officer to receive, review and make recommendations on all reported unsafe working conditions. A failure by the County to follow the process specified above in this Article (6) is grievable. Substantive matters are not grievable.

ARTICLE 7 SHERIFF'S VEHICLES - SAFETY INSPECTION

The Departmental Safety Officer shall be responsible for the safety inspection and field testing of County maintained vehicles at 50,000 miles and every 15,000 miles thereafter. Inadequate or unsafe running gear will be replaced or repaired. Vehicles that are unsafe and cannot be restored to safe condition will be removed from service. The Union's safety specialist may examine patrol and prisoner transportation vehicles when three written reports of a specific safety hazard have not been corrected. The Union's safety specialist may recommend improvements to eliminate the safety hazard to the Director of General Services.

ARTICLE 8 PRODUCTIVITY

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

ARTICLE 9 ROTATION AND REASSIGNMENT EXPECTED AND NORMAL

It is understood and agreed that public safety officers covered by this Memorandum are expected to rotate among shifts and are subject to periodic reassignment among functions and geographic areas as a normal part of their work and that such changes are not punitive even though employees may lose (or gain) eligibility for compensation items (such as night shift differential or on-call pay) or benefit items (such as vacation accrual or holidays) in accordance with the provisions of this Memorandum as a result of such rotation or reassignment.

ARTICLE 10 EFFECTIVE DATE OF TRANSACTION

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 provision of this article: leaves of absence without pay, return from leave of absence without pay; displacement; work in a higher class appointment; return from work in a higher class appointment.

ARTICLE 11 SCHEDULED HOURS

A. General

The authorized hours of a budgeted position constitute the normally scheduled hours of work for an employee in that position (e.g., 80 hours in a pay period are the normal schedule of work hours for an employee in a full-time position, and 40 hours in a pay period are the normal schedule of work hours for an employee in a half-time position). However, "normal" work hours shall not be construed to mean a guarantee of hours of work. Scheduled hours of work for an employee may be less than those authorized for the position occupied by that employee because of decreased workload, weather, closure of facilities, and other short-term conditions.

The scheduled hours of work of an employee may be reduced on a continuing basis: (1) by mutual agreement between the employee and department, with the approval of the County Administrative Office; or (2) by Board of Supervisors action in accordance with Article 26. If an employee's scheduled work hours are reduced on a continuing basis, the authorized hours of the position should be reduced accordingly to avoid a negative impact on the employee.

1. Part-time Employees. Authorized hours worked by an employee in a budgeted, part-time position in excess of the scheduled hours of work of the position shall be compensated in cash at the employee's base hourly rate up to 80 hours in a two-week period. Such hours shall not be a factor or credit for purposes of step advancement, paid leave accrual or use, pay differentials, or seniority accrual. Such employees may, under authorization and eligibility requirements set forth for each leave type, use hours of paid leave up to the number of scheduled hours of work of the position in the pay period, except as provided in B, below, for employees on the 7 day/12 hour work schedule.
2. When the combination of hours worked and of paid leave of an employee exceed 40 in a pay period, the employee shall receive "straight time overtime" in cash at the employee's base hourly rate for such excess hours; provided, however, that hours worked in excess of 40 shall be compensated at time and one-half in accordance with Article 15. Such employees may at the option of the department head, be granted compensatory time at the rate of one hour of compensatory time for each hour of straight time overtime" in lieu of compensation in cash. Such compensatory time shall be combined with and subject to the maximum accrual limit provided for in article 15, subsection D 2.

ARTICLE 12 PAY

A. Basic Pay Plan

The basic pay plan consists of the salary ranges and assignment of classes to such ranges provided for in the County salary resolution. Each employee shall be paid within the range for the class unless otherwise provided.

B. Equity Adjustments

The parties agree to the following equity adjustments:

The 2% equity adjustment scheduled for June 13, 2009 shall be deferred. Effective the pay period beginning June 25, 2011, a 2% equity will be applied to all classes in this Unit.

As consideration for the deferral and for the ongoing efforts to deal with recruitment and retention issues for the Law Enforcement Unit, equity adjustments in the form of additional salary steps at the top of the range shall be implemented in accordance with the following schedule:

1. Pay period beginning on January 7, 2012 – Add New Top Step of 5%
2. Pay period beginning on January 5, 2013 – Add New Top Step of 5%
3. Pay period beginning on January 4, 2014 – Add New Top Step of 5%
4. Pay period beginning on January 3, 2015 – Add New Top Step of 5%
5. Pay period beginning on January 2, 2016 – Add New Top Step of 5%

Sheriff's Security Officers shall receive all of the above listed equity adjustments except for those scheduled for January 5, 2013 and January 3, 2015. The County will not substantially reclassify the duties of the Security Officer positions for the life of the contract.

Employees who are at the top step and have served the 2080 hours with a meets standard or above evaluation shall advance to the new top step in accordance with the schedule above.

The parties agree to meet and confer on or after July 1, 2013 for the purpose of considering whether to delete the bottom step in the salary range and the timing of such a change.

- C. The Law Enforcement Unit defers ("freezes") all scheduled step increases for a period of one year beginning January 1, 2010 and concluding December 31, 2010. Effective January 1, 2011 (pay period beginning December 25, 2010), previously deferred step increases will be "unfrozen" and will be granted in accordance with each individual's salary anniversary date. The one-year period of deferral shall not be counted towards determining scheduled step increases and/or step placement.

D. 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 in 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 schedule is the minimum rate and may be the hiring rate for the class.
- b. The second step may 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 outstanding overall employee performance rating and upon the recommendation of the appointing authority.
- c. The third step may 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 outstanding overall employee performance rating and upon recommendation of the appointing authority.
- d. The fourth step may 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 outstanding overall employee performance rating and upon recommendation of the appointing authority.
- e. The fifth step may 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 outstanding overall employee performance rating and upon recommendation of the appointing authority.

- f. The sixth step may 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 outstanding overall employee performance rating and upon the recommendation of the appointing authority.
- g. The seventh step may 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 outstanding overall employee performance rating and upon the recommendation of the appointing authority.

E. Hours of Service for Purposes of Step Advancement

- a. Defined. Paid hours of work and paid leave hours accrued by an employee within the number of authorized hours for the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or otherwise, shall not be included in hours of service. Exceptions. Military leave and time off due to an occupational injury with the County shall be considered hours of service for purposes of step advancement.
- b. Beginning Date. Hours of service for purposes of step increases accrue by class, beginning from the most recent date of appointment.

F. Step Placement and Step Advancement Upon Appointment to Equal Class.

- a. Definition. An equal class is one in which the fifth step hourly rate of the range for the new class is the same as for the current class.
- b. Step Placement. Upon appointment to an equal class, the employee shall retain the same step.
- c. Step Advancement. Upon appointment to an equal class, hours of service accrued in the former class for purposes of step advancement shall apply to the new class.
- d. Application. This provision shall apply to all appointments to an equal class, including: transfer, displacement to an equal class, provisional transfer, return from provisional transfer, lateral reclassification, and reappointment to a former class which has a fifth step hourly rate which is the same.

G. Step Placement and Step Advancement Upon Appointment to Higher Class.

- a. Definition. A higher class is one in which the fifth step hourly rate of the range for the new class is greater than the fifth step hourly rate of the range for the current class.
- b. Application. This provision shall apply to all types of appointment to a higher class, except a reappointment from displacement, and shall include: promotion including promotion through upward reclassification or through alternate staffing), appointment to a former higher class and a "work in a higher class" appointment.
- c. Step Placement. The salary of employees who are appointed to a higher class shall be adjusted to the step for the new class closest to but higher than their old salary, provided, however, that such increases shall be equivalent to an increase of at least 5% within the limits of the new salary range.
- d. Step Advancement. The beginning date for purposes of accrual of hours of service for step advancement shall be the most recent date of appointment to the higher class.

H. Step Placement and Step Advancement Upon Appointment to Lower Class or Downward Reclassification.

- a. Definition. A lower class is one in which the fifth step hourly rate of the range for the new class is less than the fifth step hourly rate of the range for the current class.

b. Appointment to a Lower Class Other than Downward Reclassification.

- I. Application. The provisions of paragraphs (b) and (c) below shall apply to all types of appointment to a lower class, except a Y-rate, including: demotion, appointment to a former class, displacement to a lower class, return from provisional promotion, and return from work in a higher class.
- II. To class of previous service. If the employee had previously served in the lower class to which appointed, such employee shall have all time served in the higher class count as continuous service in the lower class for purposes of step placement and advancement.
- III. To class with NO previous service. Upon appointment to a lower class, the employee's salary shall be adjusted to the same salary range of the new salary range that he/she was receiving in the salary range of the higher class and the employee shall receive credit for hours of service accrued in the step in the higher class for purposes of determining step advancement in the lower class.

c. Downward Reclassification.

- i. Overfill Status. When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent may retain the salary of their former class by being placed in an overfill status for a period not to exceed five 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 and 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. Other departments.

An employee who is overfilling shall be demoted to the new class upon:

- a. Refusal of one offer of employment in the former class in the same department; or;
- b. Refusal of three offers of employment in the former class in other departments; or;
- c. At the termination of a five 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. 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.

- ii. 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 years or until any step within the salary range for 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 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.
- I. Performance Evaluation for Step Advancement. Failure of an employee's supervisor to present the employee with a performance evaluation within 30 calendar days of the due date, unless an extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date, and shall be considered to be a recommendation of step advancement effective on the due date by the appointing authority.

ARTICLE 13 RETIREMENT

A. Employee CalPERS. Retirement Contributions

Effective August 8, 1998, employees in this unit commenced paying the CalPERS employee contribution, and the County no longer paid the employee's CalPERS contribution. In consideration for this change, the parties agreed to a cost neutral one-time salary adjustment August 8, 1998, in lieu of the County paying the CalPERS employee contribution.

- B. The County's current contract with CalPERS provides for the 3% at age 50 CalPERS retirement plan formula with benefits based on the employee's single highest year of compensation (FAE1) for all local sheriff safety members of this representation unit. The County's current contract with CalPERS provides for the 2% at age 55 CalPERS retirement plan formula with benefits based on the employee's single highest year of compensation (FAE1) for all miscellaneous members of this representation unit, e.g. Sheriff Security Officer and Deputy Sheriff Trainee.
- 1. As soon as administratively possible the County will implement the CalPERS 3% at age 55 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
 - 2. Employees hired into the Local Sheriff Safety Formula on or after the date the 3% @ age 55 FAE3 formula is implemented shall be subject to the 3% @ age 55 FAE3 formula.
 - 3. Employees hired into the Local Sheriff Safety Formula 3% @ age 50 FAE1 prior to the implementation date of the 3% @ age 55 FAE3 formula shall be subject to the 3% at age 50 FAE1 Retirement plan formula.
 - 4. As soon as administratively possible the County will implement the CalPERS 2% @ age 60 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).

5. Employees on or after the date the 2% @ age 60 FAE3 plan is implemented shall be subject to the 2% @ age 60 FAE3 formula.
 6. All employees hired prior to the implementation date of 2% @ age 60 FAE3 plan shall be subject to the 2% @ age 55 FAE1 formula.
- C. The CalPERS 1959 survivors benefit has been increased to the third level as provided in Government Code Section 21382.4.
- D. Implementation of IRC Section 414(h)(2)

Effective August 8, 1998, pursuant to Section 414(h)(2), the County designated the amount that the employee is required to pay for CalPERS retirement benefits (9.0%) 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 costs to the County. The parties agree that, in the event that 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 contributions as being "picked-up" by the County and such CalPERS contributions shall revert to being made on a post-tax basis.

ARTICLE 14 INSURANCES

Plan Documents Controlling

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 14 and the plan document, the plan document for insurance specified below (medical, dental, vision, long term disability and life) is controlling. Copies of plan documents are available through the Personnel Department.

14.1 MEDICAL COVERAGE & FLEXIBLE HEALTH ALLOWANCE

Members of this representation unit have the option of enrolling in the CalPERS medical program or the Operating Engineers Health & Welfare Trust Plan.

Beginning in calendar year 2010, the County and Union jointly agree to participate in a Flexible Health Allowance program in accordance with Internal Revenue Code Section 125. The program will allow employees to participate in the direction of their health care dollars.

CalPERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) Program. Effective January 1, 2010, the County shall implement a Flexible Health Allowance Program (FHA). Employees must be enrolled in a CalPERS PEMHCA medical plan to participate. Enrollment status in a medical plan determines the level of Flexible Credit 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 (Operating Engineers Health & Welfare Trust 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 CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plan the following amount for active, eligible employees in budgeted positions who elect to participate in such program:

1. For the remainder of calendar year 2009, the County's monthly contribution toward health care costs for active employees shall be as follows:

Employee only: 95% of the 2009 premium for Blue Shield HMO

Employee + one dependent: 75% of the 2009 premium for Blue Shield HMO

Employee + two or more dependents: 75% of the 2009 premium for Blue Shield HMO

2. Effective the pay period beginning November 14, 2009 (for the coverage period beginning January 1, 2010), the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 95% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 2b(1) below.
- 2) Employee + one dependent = 75% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution 2b(2) below.
- 3) Employee + two or more dependents = 75% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 2b(3) below.

b. PERS PEMHCA CONTRIBUTION

- 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
- 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
- 3) Employee + two or more dependents = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.

3. Effective the pay period beginning November 13, 2010 (for the coverage period beginning January 1, 2011, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 95% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3b(1) below.
- 2) Employee + one dependent = 78% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution 3b(2) below.
- 3) Employee + two or more dependents = 78% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3b(3) below

b. PERS PEMHCA CONTRIBUTION

- 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 3) Employee + two or more dependents = PEMCHA contribution will equal Article 14.7(b) or any statutorily required amount if applicable.
4. For the coverage period beginning January 1, 2012, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the 2012 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 4b(1) below.
- 2) Employee + one dependent = 80% of the 2012 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution 4b(2) below.
- 3) Employee + two or more dependents = 80% of the 2012 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 4b(3) below

b. CalPERS PEMHCA CONTRIBUTION

- 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 3) Employee + two or more dependents = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
5. For the coverage period beginning January 1, 2013, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 5b(1) below.
- 2) Employee + one dependent = 80% of the 2013 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution 5b(2) below.
- 3) Employee + two or more dependents = 80% of the 2013 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 5b(3) below

b. CalPERS PEMHCA CONTRIBUTION

- 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.

- 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 3) Employee + two or more dependents = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
6. For the coverage period beginning January 1, 2014, the County will provide the following monthly benefit contribution for active employees:
 - a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION
 - 1) Employee only = 80% of the 2014 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 6b(1) below.
 - 2) Employee + one dependent = 80% of the 2014 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution 6b(2) below.
 - 3) Employee + two or more dependents = 80% of the 2014 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 6b(3) below.
 - b. CalPERS PEMHCA CONTRIBUTION
 - 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 3) Employee + two or more dependents = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
7. For the coverage period beginning January 1, 2015, the County will provide the following monthly benefit contribution for active employees:
 - a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION
 - 1) Employee only = 80% of the 2015 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 7b(1) below.
 - 2) Employee + one dependent = 80% of the 2015 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution 7b(2) below.
 - 3) Employee + two or more dependents = 80% of the 2015 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 7b(3) below.
 - b. CalPERS PEMHCA CONTRIBUTION
 - 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
 - 3) Employee + two or more dependents = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.

8. For the coverage period beginning January 1, 2016, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the 2016 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 8b(1) below.
- 2) Employee + one dependent = 80% of the 2016 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution 8b(2) below.
- 3) Employee + two or more dependents = 80% of the 2016 premium for the lowest cost plan from among Blue Shield Access+, Blue Shield Net Value and PERS Choice less the PEMHCA contribution in 8b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

- 1) Employee only = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.
- 2) Employee + one dependent = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.

Employee + two or more dependents = PEMCHA contribution will equal Article 14.7 (b) or any statutorily required amount if applicable.

C. Contributions/Deductions

1. Employees in this representation unit hereby authorize the County to make payroll deductions in the amount equivalent to the remainder of the premium required for the CalPERS medical plans or the Operating Engineers Health & Welfare Trust plan in which they and their dependents are enrolled.
2. 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.
3. Should CalPERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contribution required by CalPERS.

- D. For those employees not enrolled in the Operating Engineers Health & Welfare Trust, the County agrees to make the County's vision plan available and pay the premium for the employee only and to maintain the vision care benefit 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. The vision plan will permit the one-time enrollment of a dependent at any time through age five (5). All other dependents not enrolled in the vision plan when first eligible can only be enrolled in the vision plan during the open enrollment period. 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.

- E. The Operating Engineers Health & Welfare Trust Plan shall provide the County written notice in advance of premium rate increases and of any proposed changes to the current level of benefits. The County and Union agree that employees with proof of alternate medical insurance may opt out of the Operating Engineers Health & Welfare Trust plan.

F. Indemnify, Hold Harmless and Defend.

The Union and 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, against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of actions taken or not taken by the Union and Association, the Operating Engineers Health and Welfare Trust Fund, the Health and Welfare Trust Fund administrator, or by the County under the provisions of this Article (14.1), in administering the provisions of the Operating Engineers Health and Welfare Trust Fund, including but not limited to, eligibility, coverage, benefits, conversion provisions, continuation coverage, and exclusions, as well as any liability for any taxes or penalties resulting from any conflicts with or violations of Internal Revenue Codes.

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

14.2 DENTAL PLAN

The County agrees to continue to pay the premium, and any increases, for eligible employees and dependents for dental coverage during the term of this agreement. All dependents enrolled in the dental plan must be enrolled in the same Dental Plan as the employee.

14.3 LONG TERM DISABILITY

Employees may make voluntary payroll deductions for long term disability coverage through PORAC.

14.4 LIFE INSURANCE

The County agrees to maintain and pay the premium for a Life Insurance plan for employees in this unit. The Life Insurance plan will be for the employee only, and shall be a \$50,000 term policy with an AD&D provision.

14.5 WHO AND WHEN COVERED

A. Employee Insurances

1. Deductions: For an employee appointed to a budgeted position, employee payroll deductions for coverage begin the first day of the first full pay period of employment for the Operating Engineers Health Plan. Deductions for coverage in the CalPERS medical plan begin the first pay period of employment. Employee payroll deductions for coverage cease in the pay period in which the employee separates for any reason from a budgeted position.
2. Coverage: Coverage begins the first day of the first full pay period after enrollment for the Operating Engineers medical plan, and dental, vision, and life insurance plans; coverage ceases at the end of the pay period in which the employee separates employment. Coverage under CalPERS medical plans begin the first day of the month following the date of hire. Coverage for CalPERS Health ceases the end of the month following the month of separation from employment.

B. Dependent Insurances

1. Deductions: Employee payroll deductions for eligible dependents for the Operating Engineers Health plan and vision plan, if applicable, begin the first day of the first full pay period after the enrollment of eligible dependents. Deductions for eligible dependents for the CalPERS medical plan begin the first pay period of employment. Employee payroll deductions for eligible dependents cease in the pay period in which: (1) the employee

separates for any reason from a budgeted position; or (2) the dependent is no longer eligible.

2. Coverage: Eligibility for dependents is determined under the applicable plan document for the medical plan, dental plan, and vision plan. In general, existing dependents must be enrolled at the same time as the employee when the employee is appointed to a budgeted position. New dependents must be added to the medical plan, dental plan, and vision plan (if applicable), in accordance with the plan document for each of the insurance plans. Coverage begins the first day of the first full pay period after enrollment for the Operating Engineers Health plan, dental plan, and the vision plan; coverage ceases at the end of the pay period in which (1) the employee separates from a budgeted position, or (2) the dependent is no longer eligible. Coverage under CalPERS medical plans begins the first day of the month following the date of hire or enrollment; coverage generally ceases the end of the month following the month (1) the employee separates from employment or (2) the dependent is no longer eligible.

14.6 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

- A. As used herein (Article 14.6), payment "in advance" means 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 received by the Employee Insurance/Benefit Section in the County Personnel Department by 5:00 p.m. on the day preceding the holiday.

Employees granted leave of absence without pay of one full pay period or longer must notify the Employee Insurances/Benefits Division of the County Personnel Department and make arrangements for payment of insurances in advance.

An employee who is on a leave of absence without pay must pay in advance for any insurance coverage during the leave of absence of one full pay period or longer. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences.

If the employee does not pay for insurance coverage during the leave of absence, he/she is treated like a new employee in terms of when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay, they will be treated as initial enrollees for dental insurance 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 any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan, coverage under employee insurance (e.g., health, life, dental, long-term disability) cease 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. Family Care or Medical Leave ("FMLA Leave"). The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA leave of absence without pay as if the employee were working or on paid leave. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances 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 the approved FMLA leave for which the employee is entitled, payment for continued employee insurance coverage shall be as specified elsewhere in this Section (14.6).

2. Continuation of Employee Coverage While Receiving LTD Benefits (other than FMLA leave). The County's contribution towards employee's dental coverage, life insurance coverage and LTD coverage shall continue during the period a current employee receives benefits through the LTD plan, while on a leave of absence without pay. An employee may be required to pay for his/ her own coverage in advance and be reimbursed when confirmation is received that he/she is receiving LTD Benefits, provided that the employee contacts the Employee Insurance/Benefits Division to apply for LTD provided, should the employee not receive LTD benefits, the employee must repay to the County all contributions for insurances during the leave of absence without pay. The County shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoff upon separation, civil action, or other actions.
- C. 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 Insurances/Benefits Division of the County Personnel Department upon any enrolled dependent(s) becoming ineligible.

14.7 RETIREE HEALTH

Employees in this representation unit who retire through CalPERS, may enroll in a CalPERS medical plan or Operating Engineers Health & Welfare Trust Medical plan, as provided under the Public Employees' Medical and Hospital Care Act Program (PEMHCA) and CalPERS regulations. It is understood and agreed that PEMHCA statutes, regulations, and policies shall govern eligibility, application for enrollment, coverage for employees and retirees and current and new dependents, termination of coverage of enrollees, available plans, plan design, and all other provisions related to medical plans offered by CalPERS. It is also understood that County offered alternate medical plans, including Operating Engineers Health & Welfare Trust plan, must also comply with CalPERS rules and regulations.

A. Operating Engineers Health & Welfare Trust.

1. For the coverage period beginning January 1, 2009, January 1, 2010, January 1, 2011, January 1, 2012, January 1, 2013, January 1, 2014, January 1, 2015, and January 1, 2016 the County shall continue to contribute to the Operating Engineers Health & Welfare Trust for employees who retire from County service from this representation unit and who choose (one time irrevocable choice) to participate in the Operating Engineer Health & Welfare Trust Plan upon separation from County service, provided all of the following conditions are met:
 - a. The employee files an application for monthly retirement benefits through CalPERS at the time of separation; and
 - b. The employee is at least 50 years of age at the time of separation; and
 - c. The employee must have completed at least 20,800 continuous hours of regular service with the County at the time of separation. (Reappointment following layoff shall not constitute a break in continuous service.)
2. This provision shall terminate should any of the following conditions be met:
 - a. Upon death of the retired employee; or
 - b. Upon eligibility of the retired employee for Medicare; or
 - c. Upon employment with another employer with whom the retired employee is eligible for health coverage.

3. The County's contributions towards Operating Engineers Health & Welfare Trust shall be the same amounts as specified herein in Section B below for the coverage years 2009, 2010, 2011, 2012, 2013, 2014, 2015 & 2016.

B. CalPERS Medical Plan.

Effective for medical coverage beginning January 1, 2009, the County's monthly contribution towards retiree medical shall be increased by the 5% statutory amount required by CalPERS as follows: \$417.15 for employee only, \$458.92 for employee + one dependent, \$493.11 for employee + two dependents.

Effective, January 1, 2010, no change to Retiree Health (increased by PERS minimum only).

The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Act Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contribution is as follows:

1. For calendar year 2011, the County will provide the following monthly medical contribution for retirees, not to exceed the actual cost of the plan selected:
 - (1) Retiree only: \$417.15 per month
 - (2) Retiree plus one: \$458.92 per month
 - (3) Retiree plus two or more: \$493.11 per month
2. 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.
3. Effective January 1, 2012 for all employees in this unit who retire on or after January 1, 2012 from the County, the County's longevity contribution towards retiree health insurance less the PEMHCA minimum shall be based upon the following longevity schedule (See Attachments B & C):
 - a. Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum Only.
 - b. 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 Attachments B and C, to a maximum of \$417.15 at the age of 50 with 25 years of service for Retiree Only and to a maximum of \$458.92 at the age of 50 with 25 years of service for Retiree Plus one or more dependents.
 - c. For retirees with 6+ years of County service, each additional year of service beyond age 50 shall also be recognized with a 5% increase, as shown on Attachments B and C to a total County Contribution maximum of \$417.15 for Retiree Only and \$458.92 for Retiree Plus one or more dependents.
 - d. Upon the retiree attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMCHA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachments B and C.
 - e. Effective in any calendar year that the PEMCHA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee at age 50 with 6+ years of service, the longevity schedules (See Attachment B and Attachment C) shall be revised to reset the fixed dollar increase

between the years 5-25, thereby ensuring that the provisions of Section B.3.(b) are met.

- f. Increases to the County contribution pursuant to Section B.3. (e) shall only apply to retirees with retirement dates on or after the date of said revisions(s) to Attachment B and/or Attachment C.
- g. Retiree's contributions from the County shall remain fixed at the amount determined at the date of their retirement (per Attachment B and C) unless and until, during negotiations, this bargaining unit and the County agree to an increase in the maximum County contribution of \$417.15 for Retiree Only and \$458.92 for Retiree Plus one or more dependents.
- h. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.
- i. Employees who retire under a disability will receive the greater of a) 300% of the PEMCHA minimum or b) the benefit as determined by the longevity schedule.

4. Effective January 1, 2012, for all employees in this unit who retired on or before December 31, 2011 from the County, the County's alternate longevity contribution shall be:

	Employee Only	Employee Plus 1 or More
Medicare Eligibility	\$221	\$445
Retirees Not Yet Eligible for Medicare:		
0-5 Years of Service	PEMCHA Minimum	PEMCHA Minimum
6-15 Years of Service	\$300	\$376
16+ Years of Service	\$371	\$422

5. Retirees in this unit who retired on or before December 31, 2011 from the County shall be given a one-time election to choose between the Longevity Contribution as described above in Article 14.7.B.3.a-i, or the Alternate Longevity contribution as described in Article 14.7.B.4.
- C. Retirees or their survivors shall promptly notify the Operating Engineers, or CalPERS Health, and the County of conditions which terminate eligibility.
- D. The Operating Engineer Health & Welfare Trust shall bill the County monthly, and shall remit any monies collected for ineligible persons.
- E. Retired employees and/or their dependents who elect health coverage under COBRA or its amendments shall not be eligible for coverage in the Operating Engineers sponsored health plan under the provisions of this Section (14.7).
- F. Healthcare/Benefits Cost Containment Committee.
A joint Union-Management Committee with equal representation of management and Union members will meet and further develop measures for reducing County costs (without shifting such costs to workers or reducing the level of benefits or quality of care). The committee will be responsible for exploring alternative health plans, including health plan options, retiree health, retiree health vesting schedules, GASB 45 and other post employment benefits for retirees, disability plans and dental changes or any other related topics on an as needed basis.

ARTICLE 15 OVERTIME

A. Definitions. For purposes of this section, the following terms are defined:

1. "Holiday" means those days specified by resolution of the Board of Supervisors to be County Holidays.
2. "Overtime" means authorized time worked in excess of 40 hours in a one-week work period.
3. "One Week Work Period" means a seven consecutive day period, commencing Friday at midnight (12:01 a.m.) on Saturday and ending the first Friday thereafter at midnight (12:00 a.m.).

B. Authorization. Provided that budgetary limits are not exceeded, department heads may authorize overtime for employees within their department when the workload in the department dictates the need.

1. Emergencies. In cases of emergency (County Code 2.26.020), budgetary limits may be exceeded but department heads shall report the action to the County Administrative Officer on the first regular work day following the performance of the overtime worked.
2. Advance Approval Required. Employees cannot work overtime without the advance approval of department heads or their designated agents.
3. Time Off At Convenience of Department. Time off in lieu of overtime pay shall be granted at the convenience of the department head.
4. Eligibility. All employees are eligible for overtime pay.

C. Computation.

1. Hours Not Included. 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: sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examination or selection interviews or for purposes of donating blood; and mandatory leave with pay.
2. Holidays.
 - a. 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 the purposes of computing overtime.

A court appearance as defined by Article 16.3 shall not constitute work on a holiday.

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

D. Compensation for Overtime - Law Enforcement Unit Employees.

1. Employees in this unit shall be on a "one week work period" for purposes of overtime, and shall receive payment in cash for all overtime worked in the amount of one and one-half (1-1/2) times the employee's hourly salary rate. Such employees may also, at the option of the department head, be credited with compensatory time earned at the rate of one and one-half hours of compensatory time for each hour worked over 40 in a one-week work period in lieu of compensation in cash, except for the following:

Any authorized overtime worked beyond twenty-seven (27) hours shall be compensated in cash at one and one-half time the employee's regular hourly rate. (Twenty-seven hours of overtime work will result in a compensatory time off balance of 40.5. hours.)

2. It is understood that the FLSA "regular rate" will apply for hours worked beyond 43 in a one-week work period.

E. Compensation for Overtime – Deputy Sheriff Trainees

1. While in attendance at the POST academy, employees in the classification of Deputy Sheriff Trainee may be assigned overtime. If overtime occurs, employees shall be compensated at the rate of one and one-half hours of compensatory time for each hour worked over 40 in a one-week period in lieu of cash compensation except for the following:

Any authorized overtime worked beyond fifty-four (54) hours shall be compensated in cash at one and one-half the employee's regular hourly rate. (Fifty-four hours of overtime work will result in a compensatory time off balance of 81 hours).

At the conclusion of the POST Academy, Deputy Sheriff Trainees will be granted time off to reduce their compensatory time off balance and in no event shall they maintain more than 40.5 hours upon appointment to the regular classification of Deputy Sheriff.

ARTICLE 16 ON CALL DUTY, CALL BACK PAY, COURT APPEARANCE PAY

16.1 ON-CALL DUTY

- A. Defined. On-call duty is defined as the requirement by the County for an employee to leave a phone number where the employee can be reached during off- duty hours, or carry a pager during off duty hours, and the employee must be able to report to a specified job site within a one hour period. To be assigned on-call duty, an employee must be on a written on-call department 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 actual hours worked which counts towards overtime.
 2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site unless engaged in productive work. Travel time to the job site shall not be considered time worked unless productive work (e.g., use of a car or portable radio to determine status of case, assign staff, call out equipment) is done.
 3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on-call pay.
- D. Compensation. An employee assigned on-call duty shall be compensated at a rate of \$2.25 per hour for a period when assigned to be on-call.

16.2 CALL BACK PAY

- A. Defined. Employees who are ordered to return to their work site or another specified work site by the Department Head or a designated representative following the termination of their normal work shift shall be considered to be on call- back unless otherwise provided in this Article (16).

Responses to phone calls or performing work at home shall not be considered call-back duty. Time spent in these tasks shall be considered actual hours worked.

Travel time to and from the work site shall not be considered time worked, unless the employee engages in productive work en route to the job site.

- B. Compensation. Employees who are called back shall be compensated for the actual time worked with a minimum of two (2) hours of overtime compensation being allowed for all periods less than two (2) hours. Overtime call back compensation shall be administered consistent with the provisions of Article 15.

16.3 COURT APPEARANCE PAY

Employees who are required to return to work to appear in court at a time other than their regular shifts shall receive the pay rate of one and one-half (1-1/2) times their base rate of pay with a minimum of four hours, except as follows:

- A. No more than one four-hour minimum shall be paid for any one day.
- B. No compensation shall be granted for the period the court is in lunch recess unless the lunch break falls within the four (4) hour minimum.
- C. When a court appearance occurs less than four hours from the beginning of a shift, the employee shall receive court appearance pay at time and one-half his/her base rate until his/her shift begins.
- D. This four-hour minimum shall not apply when court time worked by an employee occurs at the end of the employee's regular working hours. However, all court appearance hours worked shall be paid at time and one-half the base rate.
- E. No employee shall be compensated for court pay and court leave simultaneously.
- F. All court time worked shall count as time worked for the purposes of calculating overtime.
- G. Employees will distinguish on their time cards between hours actually worked during the court appearance minimum (i.e., 26 R "Court pay") and time not worked during the minimum (i.e., 26 G "court pay not worked").
- H. Travel time to and from the site of the court appearance shall not be considered time worked.

ARTICLE 17 NOTICE ON CHANGES IN WORK SCHEDULE

In so far as practical, a minimum of two (2) calendar weeks advance notice shall be given to employees in the Law Enforcement Unit for changes in work assignment which affect:

- a. Regular scheduled working hours;
- b. Normal location for reporting to duty;
- c. Uniformed or non-uniformed status of employees.

Nothing herein shall limit the authority of management in making assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies or critical staffing needs.

ARTICLE 18 PAID LEAVE

18.1 HOLIDAYS

A. 5 Day/8 Hour Schedule: Employees on the 5 day/8 hour schedule shall receive the holidays listed below.

1. January 1, "New Year's Day"
2. The third Monday in January, known as "Martin Luther King Day"
3. The third Monday in February, known as "President's Day"
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4, "Independence Day"
7. The first Monday in September, known as "Labor Day"
8. The second Monday in October, known as "Columbus Day"
9. November 11, known as "Veterans Day"
10. The Thursday in November appointed as "Thanksgiving Day"
11. The last Friday in November, the day after "Thanksgiving Day"
12. Half day on Dec 24, known as "Christmas Eve"
13. December 25, " Christmas Day"

If January 1, March 31, July 4, November 11, or December 25 fall upon a Sunday, the Monday following is a Santa Cruz County holiday, and if any of said dates fall upon a Saturday, the preceding Friday is a Santa Cruz County holiday. Should December 25 fall on a Saturday, the preceding Friday is a Santa Cruz County holiday and the half-day on December 24 will be treated as a County holiday for a half-day on the preceding Thursday. Should December 25 fall on a Sunday or Monday, the half-day on December 24 will be treated as a Santa Cruz County holiday for a half-day on the preceding Friday.

Statewide and local election days shall be regular County work days.

B. General Provisions

1. Abnormal Work Schedule. Employees whose weekly work schedule is different from a normal (i.e., eight hours a day, five days a week) work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays. This section does not apply to employees on a 4/10 schedule, see B.4 for those employees.
2. During Paid Leave. A holiday falling within a period of leave with pay shall not constitute a day of paid leave.
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., vacation, sick leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.
4. Law Enforcement Representation Unit - 4/10 Schedule. Sheriff's Department employees in the Law Enforcement Representation Unit shall receive one 10 hour day off per month (i.e., 12 days per year) in lieu of the prescribed holidays, and are excluded from the provisions of Part A of this section (Holidays).
5. Summer Schedule. A 4/10 schedule may be utilized, at the discretion of the Sheriff, for employees during the pay period which includes Memorial Day (the last Monday in May) through the pay period which includes Labor Day (the first Monday in September). Employees assigned to the summer schedule will receive holiday time per pay period in lieu of the time off described in B.4. This time will be held in a holiday time bank for use by the employee subject to the limitations on use described in Article 18.2.C for Vacation. Holiday time accrued in this time bank must be used no later than September of the following year. Any remaining balance not taken at that time will be forfeited. Holiday time will be accrued at the rate of .0578 per hour of service.

6. The parties agree to meet and discuss the utilization of the summer schedule subsequent to the first summer implementation. The purpose of this discussion is to evaluate the effects of the summer schedule.
- C. Holiday Compensation - Part-Time Employees. Employees working in budgeted part-time positions that require between 20 and 39 hours of work per week shall receive holiday benefits as follows:
1. 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 (4) hours of holiday compensation for a holiday occurring during the work week).
 2. 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.
 3. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (i.e., vacation, sick leave, etc.) his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

18.2 VACATION

- A. Eligibility. Vacation benefits shall be provided in accordance with the following.
1. Full-Time Employees. Each employee in a full-time position shall be entitled to receive a vacation after completion of 2080 hours of service from date of original appointment to a budgeted position.

No vacation shall accrue or be available to the employee prior to the completion of the required 2080 hours.

2. Part-Time Employees. Each employee in a part-time position shall be eligible to receive vacation after completing hours of service equivalent to one year, provided, however, that the one-year of service shall be determined by multiplying the authorized weekly number of hours for the position by 52.

No vacation shall accrue or be available to the employee prior to completion of the required hours of service equivalent to one year.

3. Extra-Help Employees. Extra-help employees shall not earn vacation leave.
4. 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 earning vacation credit.
5. Employees Reappointed from Layoff. Employees who are laid off and then reappointed within a period of 24 months of layoff shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for vacation leave.
6. Reinstated Employees. Employees granted reinstatement within a period of two years following resignation shall receive credit for hours of service prior to resignation for purposes of determining eligibility for vacation leave.

B. Vacation Allowance.

1. Newly Appointed Law Enforcement Representation Unit Employees on the 5 Day/8 Hour Work Schedule.
 - a. Eligible full-time employees newly appointed shall be credited with 112 hours of vacation upon completion of 2080 hours of service.

- b. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A 2 of this section.
- c. Thereafter each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:

2,080 - 10,400 hours of service (approximately 1 thru 5 years); .0538 hours per hour of service (approximately 112 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 6 thru 10 years); .0731 hours per hour of service (approximately 152 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 11 thru 15 years); .0923 hours per hour of service (approximately 192 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over); .1115 hours per hour of service (approximately 232 hours per year of full-time service).

2. Newly Appointed Employees in the Law Enforcement Unit on the 4 Day/10 Hour Work Schedule.

- a. Each eligible full-time employee newly appointed shall be credited with 86 hours vacation upon completion of 2080 hours of service.
- b. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A 2 of this section.
- c. Thereafter, each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:

2080 - 10,400 hours of service (approximately 1 thru 5 years); .0452 hours per hour of service (approximately 86 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 6 thru 10 years); .0644 hours per hour of service (approximately 126 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 11 thru 15 years); .0837 hours per hour of service (approximately 166 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over); .1029 hours per hour of service (approximately 206 hours per year of full-time service).

3. Employees Moving from One Vacation Schedule to Another. Current employees who move from one vacation schedule to another shall retain their accumulated vacation credits and accrue vacation leave at the appropriate rate under the new schedule.

Should such employee's accrued vacation credits exceed the maximum accrual under the new schedule, the excess hours shall be credited toward sick leave to the maximum allowable.

4. Employees Reappointed from Layoff (within 24 months).

- a. The original appointment date and hours of service completed during prior employment with the County by reappointed employees shall determine the vacation accrual rate.
- b. Employees who were not eligible for vacation payoff at the time of layoff shall, upon reappointment, be credited with all unused vacation leave accrued at the date of layoff.
- c. Payoff of unused vacation leave at the time of layoff eliminates all earned vacation to employees.

5. Reinstated Employees. Reinstated employees are treated as new employees for purposes of vacation accrual. Such employees do not receive credit for any vacation leave earned prior to their resignation.

C. Limitations On Use.

1. At Convenience of Department. Vacation shall be taken at times designated by the various department heads.
2. Maximum Accrual. No employee shall be allowed to accrue more than two and one-half (2 1/2) times the annual vacation accrual rate indicated for their length of service on the 5 day/8 hour vacation accrual schedule.
3. Increments. Department heads may allow employees to take vacation time off in increments as small as .01 hours.
4. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
5. No Duplication with Worker's Compensation. Accrued vacation may be prorated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
6. Vacation Loss Protection. To the extent that a department is unable to schedule vacation time off for an employee in this unit, the vacation time of such which would otherwise be lost due to being in excess of the maximum accrual rates shall instead be compensated in cash.

On and after October 9, 1993, employees shall no longer be eligible for compensation in cash for vacation in excess of the maximum accrual rate except when so specified in an emergency declared by the County Administrative Officer.

D. Special Mandatory Overtime Provision

During standard operating periods where the Sheriff has declared that mandatory overtime is in effect, all employees shall request vacation leave in increments of ten hours and representing sufficient time off to avoid reaching the vacation accrual cap, at least thirty (30) calendar days in advance. Employees, who are within forty (40) hours of reaching maximum accruals, shall receive priority for time off in the amount that would be necessary to allow for vacation to continue to accrue rather than reaching the maximum vacation cap.

Management shall make reasonable efforts to accommodate requests submitted. Management may also require the employee to take leave at a time acceptable to the Department. If an employee who is approaching the maximum vacation accrual and whose vacation request is sufficient to avoid reaching the maximum vacation accrual cap and has been denied by management, the employee shall receive compensation based on straight time for the hours accrued above the cap, not to exceed twenty (20) hours per one calendar year. This provision shall only apply during periods where the Sheriff has declared that mandatory overtime is in effect. Employees shall also have the responsibility to request vacation and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will permit further vacation accrual. Periods of civil disorder, natural disaster, and terrorist induced or accidental disaster, state and federally declared disasters, which invoke the provisions of the Sheriff's Office, recall policy 0.76, shall exempt the County from this provision.

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

18.3 SICK LEAVE

- A. Eligibility. Sick leave benefits shall only be provided to those employees in budgeted positions in classes assigned to the Law Enforcement Representation Unit. Sick leave benefits shall be provided in accordance with the following.
1. Full-time Employees. Each employee in a full-time position shall be entitled to receive sick leave after the completion of 1040 hours of service.
 2. Part-time Employees. Each employee in a part-time position shall be eligible to receive sick leave after completing hours of service equivalent to six (6) months, provided, however, that the six (6) months shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26).
 3. Extra-help Employees. Extra-help employees shall not earn sick leave.
 4. 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 earning sick leave credit.
 5. Employees Reappointed from Layoff. Employees who are laid off and reappointed within a period of twenty-four (24) months of layoff shall receive credit for hours of service accumulated prior to layoff for purposes of determining eligibility for sick leave.
 6. LC 4850 Leave. Employees receiving paid leave pursuant to California Labor Code Section 4850 shall not accrue sick leave.

B. Sick Leave Allowance

1. Employees Reappointed from Layoff (within twenty-four (24) months).
 - a. Employees who were not eligible for sick leave conversion at the time of layoff shall, upon reappointment, be credited with all unused sick leave accrued at the time of layoff.
 - b. Conversion of unused sick leave at the time of layoff eliminates all remaining accrued sick leave.
2. Reinstated Employees. Employees granted reinstatement shall not receive credit for sick leave earned prior to their resignation.
3. Accrual - Employees in the Law Enforcement Unit.
 - a. Eligible full-time employees shall be credited with forty-eight (48) hours of sick leave upon completion of 1040 hours of service.
 - b. Eligible part-time employees shall be credited with sick leave on a prorated basis proportionate to the authorized hours of their position, upon completion of the required hours of service under subsection A.2. of this Article.
 - c. Thereafter, each eligible part-time and full-time employee shall accumulate .0462 hours of sick leave for each subsequent completed hour of service (approximately 96 hours per year of full-time service) up to the maximum accrual.

C. Permissible Uses.

1. Employee

Sick leave may be used in case of a bona fide illness of the employee upon approval of the department head.

2. Family

- a. In conformance with State law, employees shall be granted permission to use accrued sick 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 sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or child, parent or spouse/domestic partner.

As used in this paragraph "child" means a biological, foster or adopted child, step-child, a legal ward, or a child of a person standing in loco parentis "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.

- b. Effective the date of ratification of this contract, an employee may use all accrued sick leave to care for a family member as defined above.

The department head or designee may require certification from a physician of the adequacy of the reason for any absence.

D. Limitations on Use

1. Sick leave may not be used for willfully self-inflicted illness or, injury, for illness or injury resulting from misconduct, or for illness or injury sustained on leave of absence.
2. Accrued sick leave may be prorated and added to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
3. An employee enrolled in the PORAC Long-Term Disability Plan shall be allowed to receive the LTD benefit after the required plan waiting period of thirty (30) calendar days for non-industrial related disabilities and sixty (60) calendar days for industrial disabilities and will not be required to exhaust all accrued sick leave prior to receiving LTD benefits.

E. Sick leave may only be accrued up to a maximum balance of 1440 hours.

F. Conversion of Unused Sick Leave Upon Separation

1. Employees appointed to budgeted positions shall be eligible for conversion of unused sick leave upon separation as specified immediately below.
 - a. Full-time Employees with 2080-10,400 Hours of Service. Any employee in a full-time budgeted position who separates from County employment in good standing, and who has completed 2080 - 10,400 hours of service prior to such separation shall there upon be paid 10% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave minus - 160 hours, multiplied by .10). The maximum number of sick leave hours converted to pay ("conversion hours") shall not exceed 300.
 - b. Full-time Employees with 10,401-20,800 Hours of Service. Any employee in a full-time budgeted position who separates from County employment in good standing, and who has completed 10,401 - 20,800 hours of service prior to such separation shall there upon be paid 25% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave minus - 160 hours, multiplied by .25). The maximum number of conversion hours shall not exceed 300.
 - c. Full-time Employees with 20,801 and Over Hours of Service. Any employee in a full-time budgeted position who separates from County employment in good standing, and who has completed 20,801 or more hours of service prior to such separation shall there upon be paid 50% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave minus -160 hours, multiplied by .50). The maximum number of conversion hours shall not exceed 300.
 - d. Part-time Employees. Each employee in a part-time budgeted position shall be eligible for conversion of sick leave at the rates set forth above in this section, provided, however, that the hours of service required of part-time employees shall be computed on a prorated basis proportionate to the number of authorized hours for the employee's position.
2. Computation. The monetary value of the unused sick leave shall be computed by multiplying the employee's regular hourly rate of compensation at the time of separation from employment by the number of hours of unused sick leave, not to exceed 300 hours.

3. Elimination of Sick Leave. Conversion of sick leave at the time of separation extinguishes all remaining accrued sick leave.

18.4 COURT LEAVE

- A. 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:
 1. As jurors; or
 2. As witnesses on behalf of the County, unless such service is part of the employee's work assignment; or
 3. As witnesses as required by subpoena based on their occupational expertise as employees of the County, unless such service is part of the employee's work.
- B. 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.
- C. Any employee assigned to swing or grave yard shift, for the hours of required court leave, in accordance with A, 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.
- D. Employees required to serve in a court of law in accordance with A, 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.

18.5 OTHER LEAVE

- A. Both parties agree that all employees receiving paid leave under the provisions of California Labor Code Section 4850 shall not accrue sick leave.
- B. Bereavement Leave
Employees shall be granted bereavement leave with pay by his/her appointing authority in the case of the death of the following family members: the parents of the employee, the employee's spouse/domestic partner, the parents 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 or five (5) days per occurrence for death occurring outside of California.

ARTICLE 19 LEAVE OF ABSENCE WITHOUT PAY

- A. 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 shall be with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. No department shall grant a leave of absence without pay without the prior approval of both the Personnel Director and the Risk Manager when an employee has indicated that he/she intends to terminate or is terminating from regular County service.
- B. Departmental Leave of Absence Without Pay through 160 Working Hours. A departmental leave of absence without pay shall not exceed 160 consecutive working hours for a full-time employee and shall not exceed hours proportionate to 160 for a part-time employee (e.g., a departmental leave of

absence without pay shall not exceed 80 hours for an employee whose scheduled hours are 20 per week, or 120 hours for an employee whose scheduled hours are 30 per week).

1. Permanent and Non-Civil Service Employees. The appointing authority may grant an employee who has permanent or non-Civil Service status in their present class a leave of absence without pay for the purpose of improving their training for their position or career in the County Service, or in the case of extended illness for which paid leave is not available, or in the event of urgent personal affairs that require the full attention of the employee, or as may be required by Federal or State Family Leave Acts.
 2. Probationary and Provisional Employees on Original Appointment. The appointing authority may grant a leave of absence without pay to employees on an original appointment with probationary or provisional status in the case of illness or where such leave is clearly in the best interest of the County and urgent personal affairs require the full attention of the employee, or as may be required by Federal or State Family Leave Acts.
 3. Extra-Help Employees. Extra-help employees are not eligible for leave of absence without pay.
- C. County Leave of Absence Without Pay in Excess of 160 Working Hours. Permanent employees may be granted a leave of absence without pay in excess of 160 hours (prorated for part-time employees) under the circumstances described in this Article, subject to the prior approval of the Personnel Director.

Pursuant to Civil Service Rule XI.B., the maximum period of leave of absence without pay is one (1) year.

D. Right of Return

1. Permanent Employees. The granting of a leave of absence without pay to an employee who has permanent status in her/ his present class guarantees the employee's right to return to a position in the same class in the department at the expiration of the leave, or at an earlier date mutually agreed upon by the department and the employee.
 2. 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.
 3. FMLA Leave. Notwithstanding the provisions of this Article (19), employees returning from an approved Family Care or Medical Leave of Absence shall have the right to return to the same or equivalent position as required by Federal or State law.
- E. Effect of Leave of Absence Without Pay on Service Hours. Leaves of absence without pay shall be deducted from hours served for purposes of step advancement, probationary period and County service, except as may be required by Workers' Compensation provisions.
- F. Continuation of Insurance Benefits During Leave Without Pay. To assure continuation of insurance benefits, employees must notify the Employee Insurances/Benefits Section of the County Personnel Department when granted a leave of absence without pay in excess of one pay period.
- G. Limitation on Use
1. Employees enrolled in the PORAC Long-Term Disability Plan shall be allowed to receive the LTD benefit after the required plan waiting period for thirty (30) calendar days for non-industrial related disabilities and sixty (60) calendar days for industrial disabilities and will not be required to exhaust all accrued sick leave prior to receiving LTD benefits.
 2. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.
 3. Departments may establish conditions pertaining to the period of leave of absence without pay and requirements for return from such leave, and shall inform employees of these conditions and requirements prior to approving any leave.
 4. Specific beginning and ending dates must be identified for any leave without pay.
 5. Paid leave shall not be received or earned for any period of leave of absence without pay.

- H. 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.

ARTICLE 20 ABSENCE WITHOUT LEAVE

An employee absent from duty without authorized leave for a period which exceeds three (3) working days shall be considered to have abandoned his/her position and to have automatically resigned.

The appointing authority shall rescind such resignation if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contacts the department at the first opportunity.

The employee may appeal the appointing authority's determination to the Civil Service Commission within the time provided for in County Code Section 3.24.030. The appeal is limited solely to the questions of whether it was impossible for the employee to contact the department of employment, and did contact the department at the first opportunity.

ARTICLE 21 PREMIUM PAY

21.1 PREMIUM PAY - GENERAL

Premium pay differentials shall be applied as follows:

- A. Each type of premium pay (e.g., night shift differential) shall be applied separately against the base hourly rate of the employee receiving the premium(s).
- B. Effective April 5, 1986, premium pay differentials shall be applied to overtime hours.
- C. Effective April 5, 1986, each of the premium pay differentials shall be paid at one and one-half times the specified rate for overtime hours.
- D. No premium pay differentials shall be paid for the periods an employee is receiving on-call pay.
- E. 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 timecard for that period, and shall not be shown on the timecard when any resultant compensatory time is taken off.

21.2 NIGHT SHIFT DIFFERENTIAL

Employees who work eight consecutive hours or more which includes at least four hours of work between the hours of 6:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid a differential above their regular salary rate as and for a night shift differential. This differential shall be 5.0% of the employee's regular base hourly rate.

21.3 CAREER INCENTIVE

A. POST Certificates

1. It is incumbent on the employee to notify the Sheriff's Office when they believe they may be eligible to receive a POST certificate. The Sheriff's Office will submit the application as soon as the necessary supporting documentation is received from the employee. The employee will be notified in writing when the application is submitted to POST.
2. Employees in the unit who are eligible for career incentive shall receive the appropriate differential one pay period after the Sheriff's Office submits an application to the State of California Department of Justice for a POST certificate or on the employee's eligibility date, whichever is later, and the Office submits to payroll the necessary payroll forms.

If, after receiving the application, POST determines that the employee is not eligible for the applicable certificate, the employee will cease to receive the career incentive differential until such time as the POST certificate is actually received.

3. Differential.

- a. A differential of 1.65% above the employee's base hourly salary rate shall apply for a POST Intermediate certificate. The differential increase for POST Intermediate certificate to 3% shall be deferred until the pay period beginning June 25, 2011.
- b. A differential of 3.02% above the employee's base hourly salary rate shall apply for a POST Advanced certificate. The differential increase for the POST Advanced certificate to 4% shall be deferred until the pay period beginning June 25, 2011.
- c. The maximum differential for possession of a POST certificate is shown in part b, immediately above. No employee will receive career incentive for both an Intermediate and an Advanced POST certificate.

- B. These provisions shall apply only to regular employees in classes for which possession of a POST Basic certificate is required.

21.4 DETECTIVE DIFFERENTIAL

Employees in Deputy Sheriff positions regularly assigned to the Investigation Division of the Sheriff's Office shall receive a pay differential above their base hourly rate. Employees in the class of Deputy Sheriff who are temporarily assigned to investigation work in the Investigation Bureau by the Sheriff shall receive a pay differential above their base hourly salary rate with the prior approval of the County Administrative Office, following completion of the first full pay period of such assignment.

This differential shall be equal to 5.0% of the top step hourly salary rate for the class of Deputy Sheriff.

21.5 FIELD TRAINING OFFICER

Employees in the class of Deputy Sheriff assigned by the Sheriff to duty as a Field Training Officer shall be paid above their regular base hourly rate salary for and as a Field Training Officer as differential. This differential shall be 5.0% of the base hourly salary rate.

21.6 BILINGUAL PAY

- A. The County shall provide payment of an additional \$0.50 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual language skills at Level I and the employee is certified as qualified at Level I by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.70 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level II and the employee is certified as qualified at Level II by the County Personnel Director.

The County shall provide bilingual payment of an additional \$0.85 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level III and the employee is certified as qualified at Level III by the County Personnel Director.

"Level I" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level II" 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). "Level III" encompasses the ability to perform at Level II plus additional specialized legal translation and writing skills beyond Level II, including the preparation of international extradition orders and other extensive legal documents for prosecution and extradition purposes.

- 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, and 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.

21.7 SR. DEPUTY DIFFERENTIAL

- A. Effective the pay period beginning December 24, 2011, the 3% Sr. Deputy Differential deferred from June 13, 2009, shall be implemented. Eligible employees in the classification of Deputy Sheriff shall be paid at the rate of three percent (3%) above their base hourly rate. In order to be eligible for this differential, employees must have 29,121 County service hours of law enforcement experience with Santa Cruz County Sheriff's Office and must possess a POST Advanced Certificate.

Experience as a Santa Cruz County Correctional Officer may be counted as experience under this section upon the approval of the Sheriff.

- B. As further consideration for the deferral and for the ongoing efforts to deal with recruitment and retention issues for the Law Enforcement Unit, an additional Sr. Deputy Differential of 3% at the beginning of 8 years (14,561 County service hours) of Santa Cruz County Sheriff's Office law enforcement experience will be implemented for the first full pay period in January 2013. Experience as a Santa Cruz County Correctional Officer may be counted as experience under this section upon the approval of the Sheriff.
- C. Effective November 10, 2012, unit employees who reinstate within two years following a break in service from Santa Cruz County service may be credited for previous service years with the County of Santa Cruz at the sole discretion of the County Administrative Officer (CAO). Upon recommendation of the Sheriff, the CAO may also consider crediting previous County service to

employees who return after more than a two year break in County service if it is determined to be in the best interest of the County. Such credits may only include the service years with the County of Santa Cruz and the decision of the CAO shall be final.

ARTICLE 22 OTHER COMPENSATION PROVISIONS

22.1 UNIFORM ALLOWANCE

- A. The County agrees to provide replacements for worn out or damaged uniforms for Sheriff's Department employees in the Law Enforcement Representation Unit that have passed their probationary period, provided that uniforms are not damaged through gross negligence. Items covered by this program are:

Shirts	Shoes
Pants	Hat
Jackets	Ties

- B. Uniforms replaced under this provision shall be replaced on an equivalent Class basis, i.e., Class A pants may be exchanged for Class A pants. These items are not to be used other than while working for the County or while traveling to and from work. For any boots/shoes replaced on and after Board adoption of this agreement, the amount of reimbursement shall not exceed \$110.00.

- C. Uniform Cleaning Allowance.

Employees in the classes in this representation unit have received adjustments to their base hourly salary rate as compensation for the cleaning of required uniforms. Effective January 30, 1993, employees in the classes listed below shall receive a \$0.02 per hour adjustment to their base hourly salary rate. (Such employees previously received \$0.22 in their base hourly rates.)

22.2 MEALS IN DETENTION FACILITIES

Employees in this unit who are required to remain at their posts in a detention facility for the entire shift shall be provided with one meal, and only one meal, per shift.

22.3 EXCEPTIONAL TRAVEL

When employees are required to travel out of the Santa Cruz County area for such law enforcement activities as court appearances, criminal investigations and/or prisoner transportation, the reimbursement provisions of Section 100, Travel Rules and Regulations and Claiming Procedures, of Title I of the County Procedures Manual shall apply.

22.4 BODY ARMOR

The County agrees to refurbish, repair, or replace body armor, as appropriate, in accordance with manufacturer specifications. The cost to the County for such refurbishment, repair, or replacement of an employee's body armor shall be limited to a maximum of \$1000 during the life of this agreement.

22.5 CANINE CARE

An employee who is assigned a County canine as part of a drug detection search program or a service dog program and who boards the canine at his/her home shall be paid \$17.89 per hour (hereinafter, the "canine care compensation rate") for all time the employee spends outside of regular work hours on the care of the assigned canine. Compensable canine care activities include feeding, grooming, exercising, cleaning up, obtaining veterinarian services or caring for any injuries, and shall not include other time spent with the canine (e.g., commute time, as a family pet, etc.). Employees subject to this provision shall not receive on-call pay or call back pay for any time spent in the care of the assigned canine. The residence of the employee assigned a County canine shall not constitute the employee's

work place. Travel (commute) time from the employee's home to the assigned work site or from the assigned work site to the employee's home with the canine shall not be considered time worked or care of the canine.

The parties estimate that the officers spend one-half hour per day outside of regular work hours on compensable canine care activities. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized.

Off duty time spent on compensable canine care tasks shall be considered actual hours worked. These hours will be paid at the rate of 1.5 times the canine care compensation rate.

These canine care compensation terms are effective upon Board adoption of this MOU and are full compensation for any and all canine care activities outside of regular work hours that may have occurred, may occur in the future, and may be compensable under the FLSA.

ARTICLE 23 UNION SECURITY

23.1 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the County to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. County and Union affirm the principal that harmonious labor management relations are to be promoted and furthered.

23.2 NOTICE OF RECOGNIZED UNION

The County shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The County shall give the employee a copy of the current Memorandum of Understanding.

23.3 AGENCY SHOP

- A. Except as provided in Section 23.4 of this Article (Article 23), each person appointed to a class in the Law Enforcement Representation Unit on or after January 28, 1984 shall, and as a condition precedent to employment, be required to execute an authorization for the monthly payroll deduction of Union dues, or of a service fee not to exceed Union dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the Union and approved by the County. The Union shall receive copies of executed authorization forms from the County Personnel Department. Payroll deductions shall commence on the third pay period of employment.
- B. Except as provided in Section 23.4 of this Article (Article 23), each person employed in the Law Enforcement Representation Unit on or before February 24, 1984 shall be liable for payroll deduction of Union dues, or of a service fee not to exceed Union dues during the term of this Memorandum of Understanding. Commencing three pay periods following the effective date of this section and continuing for the duration of this Memorandum of Understanding, the County shall make a monthly payroll deduction of Union dues or a service fee not to exceed Union dues or a charitable contribution as provided in Section 23.4(B). This obligation supersedes the provisions of Section F of the County's employee relations resolution.

23.4 EXCLUSIONS

- A. Employees in positions currently designated as confidential employees are excluded from the provisions of this Article (Article 23). Positions, if any, currently designated as confidential are listed on Attachment A. Employees designated as confidential may be changed by the County in accordance with provisions of the Memorandum of Understanding and of the County's Employee Relations Resolution.
- B. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 23.3 of this Article. Such employee shall authorize a monthly payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the County Auditor-Controller.

Each person requesting exemption from the provisions of Sections 23.3 (A) and 23.3 (B) of this Article shall file a claim with the Union on a form provided by the Union and approved by the County. A claim for a religious exemption from Section 23.3 (A) must be filed with the County Personnel Department as a condition precedent to employment.

A claim for a religious exemption under Section 23.3 (B) of this article must be filed by February 24, 1984 at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Claims received after February 24, 1984 will not be considered.

Should an employee request termination of dues deduction or service fee equivalent because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Such claims filed with the County shall be promptly forwarded to the Union for processing. The Union shall review all claims for religious exemption and notify the employee and the County of approval or denial of the claim within 40 calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 23.4 (B) of this Article.

23.5 FINANCIAL REPORT

The Union shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the County and to the employees who are in the unit, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

23.6 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 23.3 of this article may be rescinded by a majority vote of all employees in the unit covered by Section 23.3 provided that:

1. A request for such a vote is supported by a petition submitted to the County Employee Relations Officer containing the signatures of at least 40% of the employees in the unit covered by Section

- 23.3. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition;
2. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election; and
 3. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term.

The election shall be conducted by the State Conciliation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the County Employee Relations Officer at the time of filing the petitions requesting a vote to rescind Section 23.3 of this Article.

23.7 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 23.3 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the union, shall remain members during the period covered by this Memorandum of Understanding, and shall remain subject to all provisions of this Memorandum of Understanding which have not been declared to be illegal or unenforceable, provided however, that such members may only withdraw their membership during the month of October of any year. Such employee desiring to revoke his/her authorization for union dues, shall forward a letter by U.S. mail to the County Personnel Department, 701 Ocean St., Santa Cruz, California, 95060, setting forth his or her desire to revoke said authorization and may include reason thereof. To be considered, a letter shall be received by the County Personnel Department no later than the last working day in October. The Personnel Department shall promptly forward a copy of said letter to the union.

New employees hired under the provisions of 23.7 shall be required to execute an authorization form. The authorization form shall include a statement that the Union and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Union dues or a service fee not to exceed Union dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee within said thirty day period as set forth. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Union shall receive from County Personnel Department copies of the authorization form.

Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed Union dues shall during the first 30 calendar days of employment or during the month of October forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received no later than 30 calendar days of employment or during the month of October. The Personnel Department shall promptly forward a copy of said letter to the Union.

Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period.

23.8 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers, and employees acting on behalf of the County, against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under the provisions of this Article (Article 23), Sections 1 through 6.

23.9 PAYROLL DEDUCTIONS AND PAYOVER

The County shall deduct union dues or service fees and premiums for approved Union insurance programs from the pay of employees in the Law Enforcement Representation Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 24 GRIEVANCE PROCEDURE

The County and Union recognize that early settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the Union. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal. Pursuant to this Memorandum of Understanding and the County's Procedures Manual, Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the Law Enforcement Representation Unit, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

A. Definition

1. A grievance may only be filed if it relates to:
 - a. A management interpretation of application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment; or
 - b. A management interpretation of application of the County Procedures Manual, Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the Law Enforcement Representation Unit and which adversely affects the employee's wages, hours, or conditions of employment.
2. Specifically excluded from the grievance procedure are:
 - a. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, or minute order;
 - b. Dismissals, suspension, or reduction in rank or classification;
 - c. Probationary dismissals upon original appointment;
 - d. Content of performance evaluations;
 - e. Leaves of Absence, Article 19; and
 - f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
 - g. Affirmative action or harassment complaints.
 - h. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
 - i. Complaints regarding occupational health and safety or the applicable procedures for such complaints. (Failure by the County to follow the process specified in Article 6 is grievable.)

B. Presentation

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Union. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the Board of Supervisors or State law. Union grievances shall comply with all foregoing provisions and procedures.

C. General Provisions

1. 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.

2. Failure of the employee to file a grievance or an appeal within the required time limits at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit of any step shall result in an automatic advancement of the grievance to the next step.
3. In no event shall any grievance include a claim for money relief for more than a sixty (60) day period prior to filing of the grievance.
4. Time limits specified in the processing of grievances may be waived by mutual agreement in writing.
5. 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.
6. No hearing officer shall entertain, or make finding of fact or recommend on any dispute unless such dispute involves a position in the Law Enforcement Representation Unit and unless such dispute falls within the definition of a grievance as set forth in the Article.

D. Procedure

1. Informal Grievance

Any employee who believes that he or she has a grievance may discuss his/her complaint with the immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance.

2. Formal Grievance

a. STEP 1

Within twenty (20) calendar days of occurrence of 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 Grievance Form and shall contain the following information:

- (1). The name of the grievant(s);
- (2). The specific nature of the grievance;
- (3). The date, time and place of occurrence;
- (4). Specific provision(s) of the Memorandum of Understanding or Section 160 of the County Procedures Manual alleged to have been violated;
- (5). Any steps that were taken to secure informal resolution;
- (6). The corrective action desired; and
- (7). 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 steward. A reasonable amount of time will be granted the employee and steward to handle the initial investigation and processing of the grievance. The steward 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 twenty (20) days of receipt of the grievance.

b. STEP 2

If the grievant(s) is not satisfied with the first step decision, s/he 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.

c. STEP 3

The decision(s) of the Personnel Director may be appealed within seven (7) calendar days to a hearing officer. The written appeal shall be filed with the Personnel Director.

d. 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 County and the Union shall mutually agree upon or jointly select a panel of seven hearing officers from names provided by the State Conciliation Service. The County and the Union may mutually agree to use a hearing officer not on the list or to add to, or modify the list. Members of the panel shall be advised of and agree to the following:

- (1). Within ten (10) calendar days of receipt of the appeal at step 3, one hearing officer shall be selected by rotation from the panel. A hearing shall be scheduled within thirty (30) calendar days of receipt of the appeal.
- (2). 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.
- (3). 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 recommend a disposition of the grievance to the County Administrative Officer within fifteen (15) calendar days of the conclusion of the hearing. The hearing officer shall have no power to recommend amendment to the Memorandum of Understanding, a resolution or minute order of the Board of Supervisors, ordinance, State law, or written rule.
- (4). The hearing officer's findings of fact and recommended disposition shall be forwarded to the County Administrative Officer and to the grievant. Within ten (10) calendar days of receipt, the County Administrative Officer shall make a decision on the grievance.
- (5). If any decision by the County Administrative Officer requires action of the Board of Supervisors before it can be placed in effect, the County Administrative Officer shall recommend to the Board of Supervisors that it implement the decision.

ARTICLE 25 GRIEVANCE REPRESENTATIVES

The Union agrees to notify the County of their Grievance Representatives. One Grievance Representative shall be allowed at each separate physical work location. If more than twenty-five employees are assigned to one physical work location one Grievance Representative shall be allowed for each twenty-five employees or fraction thereof. The Union may request additional Grievance Representatives where circumstances warrant such action. Department heads are authorized to grant such requests where circumstances warrant.

A Grievance Representative shall be authorized a reasonable amount of time off to evaluate alleged grievances and advise employee regarding the processing of an alleged grievance prior to submitting the grievance for processing. Grievance Representatives shall arrange with their immediate supervisor prior to using County time to assist in grievance processing.

ARTICLE 26 LAYOFF PROVISIONS

26.1 DEFINITIONS

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.

26.2 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.

26.3 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.

26.4 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.

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.

26.5 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 working in the affected class(es) who have received a substandard evaluation on their last two scheduled performance evaluations shall be laid off next in reverse order of seniority, as defined in 26.7 below; and
- F. Permanent employees shall be laid off last in reverse order of seniority as defined below in 26.7.

26.6 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 position in the equal or lower class in the department or he/she may displace an employee of that department having less seniority as defined in 26.7. Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she has rights. Should an employee have the right to displace to two or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

26.7 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.

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

26.8 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 upon request, but no more than once per 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.

26.9 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 County-wide Reemployment List as a bloc 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 21. 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 County-wide Overfill Lists for that class to the other department(s). If there is no County-wide Overfill List for the class, the next list to be certified shall be the County-wide Reemployment List. Names on such a County-wide Reemployment List shall be certified together as a bloc in no particular order.

A department may request selective certification of bilingually qualified employees from a County-wide Overfill List for a vacant position that is designated as bilingual pursuant to Article 21. If there is no County-wide Overfill List, the order of certification shall be: (1) County-wide Reemployment List; and (2) other employment lists as specified in Civil Service Rule VI B 2.

C. Retention of Reemployment List Status.

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

- (1) He/she refuses one offer of an interview or one offer of reemployment in the class from which he/she was laid off or displaced;
- OR
- (2) 24 months have elapsed from the date of layoff or displacement.

A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such persons name may be restored to the list upon written request by the person.

26.10 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 employee 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 of 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.

26.11 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 26), 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.

26.12 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 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 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. The employee submits a written request to his/her appointing authority which specified the class in which he/she wishes to have permanent status for purposes of layoff applied, and the appointing authority concurs with C, above.
- D. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two classes was continuous and uninterrupted, and that the two classes are in the same class series.

ARTICLE 27 OTHER PROVISIONS

- A. Existing and newly appointed employees in the representation unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to complete a payroll authorization form for a participating financial institution. Pay roll authorization forms are available from the employee's departmental payroll clerk.
- B. The County agrees to provide hepatitis inoculations on a voluntary basis to employees in this representation unit.

ARTICLE 28 RE-OPENERS

- A. Should Federal legislation be enacted which requires that members of this unit be covered by Social Security and/or Medicare, the parties agree to reopen this agreement to consider the impact on the County of such mandatory benefits.
- B. Should Federal legislation be implemented during the course of this agreement which affects the Operating Engineer's Health and Welfare Plan, the parties agree to reopen this agreement to consider the impact on this unit's Health and Welfare Plan.
- C. 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 negotiation 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.

ARTICLE 29 UNPAID DAYS OFF

The County will meet and confer on the impact of temporary layoffs.

For fiscal year 2011-2012 the employees shall serve 126 hours of unpaid days off.

From July 1, 2012 through March 31, 2016, unpaid days off (furlough) will be limited to 96 hours per fiscal year. On April 1, 2016, the 96 hour furlough cap shall cease to be operative and Article 26.4 shall control.

ARTICLE 30 SEVERABILITY

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

**OPERATING ENGINEERS LOCAL 3
NEGOTIATING TEAM:**

**Russ Burns
Business Manager**

**Fred Herschbach
President**

**Carl Carey
Director of Public Employees**

**David Cariaga
Operating Engineers**

**Mike Pruger
Law Enforcement Unit Rep**

**William Gazza
President, Deputy Sheriff's Assoc.**

COUNTY NEGOTIATING TEAM:

**Michael McDougall
Chief Negotiator**

**Ajita Patel
Deputy Director**

**Don Bradley
Chief Deputy Sheriff**

**Terri Cobbs
Sr. Personnel Analyst/Employee Relations**

**Becky McBride
Sr. Personnel Analyst/Employee Benefits**

**Rayne Marr
Analyst/CAO**

Attachment A of Law Enforcement Unit MOU July 1, 2009 – June 30, 2014

Reviews of Total Compensation And Recognition of Essential Services Provided by Deputy Sheriff's

1) Intent:

Representatives from the County Administrative Office, Sheriff's Department and the Personnel Department have met with Operating Engineers Local Union 3 on behalf of the Law Enforcement Unit, Law Enforcement Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit. The benefit derived to the community from the work of Sheriff's Office law enforcement employees is essential.

The County of Santa Cruz strives to employ highly trained and experienced law enforcement employees. In an effort to focus on the recruitment and retention of these employees, the parties agree to work collaboratively to measure the total compensation of law enforcement employees. Upon the expiration of any existing contract, the County and Operating Engineers Local Union 3 will jointly complete an eight County (Contra Costa, Marin, Monterey, Napa, San Mateo, Santa Clara, Solano, and Sonoma) comparable total compensation study, the elements of the study will include maximum monthly salary, percentage employer pays of employee retirement, FICA, longevity pay, maximum contribution to health, dental, life insurance, and long term disability. While the County of Santa Cruz does not tie salaries and compensation to local city jurisdictions, the County recognizes the importance of competitive salaries for the local jurisdiction as a recruitment and retention tool. To that end, the County and Operating Engineers Local Union 3 will also complete a total compensation study for the four City jurisdictions within the County. The County and Operating Engineers Union Local 3 will utilize the city and county market data to review the impacts of any effects to recruitment and retention as it relates to Santa Cruz County.

The County and Operating Engineers Union Local 3 intend to make every effort to provide a compensation package over the term of a new contract that recognizes the significant scope of the duties and responsibilities of a Santa Cruz County Sheriff Office law enforcement employee when compared to those lesser duties and responsibilities of the four City jurisdictions within Santa Cruz County. To this end, the parties will strive to structure this compensation package in such a way as it results in a Santa Cruz County law enforcement employee receiving a higher compensation than their counter parts in the four local City jurisdictions.

2) Implementation in 2012-13:

On or before July 1, 2013, the County and Operating Engineers Local Union 3 will conduct a total compensation study for the four City jurisdictions within the County. The format for the study will include the elements described above for the eight County surveys. Upon completion of the total compensation study, the parties may reopen the MOU for negotiation on economic issues including but not limited to wages, health benefits and retirement to determine if changes to this agreement are appropriate. Nothing in this section is a guarantee that compensation will be increased as a result of the reviews contemplated in this section.

Attachment B

[illegible]

[illegible]