

**DISTRICT ATTORNEY INSPECTORS ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
July 1, 2016 – JUNE 30, 2017**

**TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>MEMORANDUM OF UNDERSTANDING – INTRODUCTION</b>
<b>ARTICLE 2</b>	<b>RECOGNITION</b>
<b>ARTICLE 3</b>	<b>PEACEFUL PERFORMANCE OF COUNTY SERVICE</b>
<b>ARTICLE 4</b>	<b>COMPLIANCE WITH MEMORANDUM</b>
<b>ARTICLE 5</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>
<b>ARTICLE 6</b>	<b>SAFETY</b>
<b>ARTICLE 7</b>	<b>ASSOCIATION SECURITY</b>
7.1	<b>RELATIONSHIP AFFIRMATION</b>
7.2	<b>NOTICE OF RECOGNIZED ASSOCIATION</b>
7.3	<b>INDEMNIFY AND HOLD HARMLESS</b>
7.4	<b>PAYROLL DEDUCTIONS AND PAYOVER</b>
<b>ARTICLE 8</b>	<b>PRODUCTIVITY</b>
<b>ARTICLE 9</b>	<b>ROTATION AND REASSIGNMENT EXPECTED AND NORMAL</b>
<b>ARTICLE 10</b>	<b>EFFECTIVE DATE OF TRANSACTIONS</b>
<b>ARTICLE 11</b>	<b>SCHEDULED HOURS</b>
<b>ARTICLE 12</b>	<b>PAY</b>
<b>ARTICLE 13</b>	<b>RETIREMENT</b>
<b>ARTICLE 14</b>	<b>INSURANCES</b>
14.1	<b>MEDICAL PLANS</b>
14.2	<b>DENTAL PLAN</b>
14.3	<b>LONG TERM DISABILITY</b>
14.4	<b>LIFE INSURANCE</b>
14.5	<b>EFFECTIVE DATE FOR MEDICAL PLAN CONTRIBUTIONS</b>
14.6	<b>CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY</b>
14.7	<b>RETIREE HEALTH</b>
<b>ARTICLE 15</b>	<b>OVERTIME</b>
<b>ARTICLE 16</b>	<b>ON-CALL DUTY, CALL BACK PAY, COURT APPEARANCE PAY</b>
16.1	<b>ON-CALL DUTY</b>
16.2	<b>CALL BACK PAY</b>
16.3	<b>COURT ALLOWANCE PAY</b>
<b>ARTICLE 17</b>	<b>PREMIUM PAY</b>
17.1	<b>PREMIUM PAY – GENERAL</b>
17.2	<b>CAREER INCENTIVE</b>
17.3	<b>BILINGUAL PAY</b>
17.4	<b>EXTRA-HELP DIFFERENTIAL</b>
17.5	<b>LONGEVITY DIFFERENTIAL</b>
<b>ARTICLE 18</b>	<b>OTHER COMPENSATION PROVISIONS</b>
18.1	<b>AUTOMOBILE ALLOWANCE</b>
18.2	<b>EXCEPTIONAL TRAVEL</b>
18.3	<b>BODY ARMOR</b>
18.4	<b>PAYMENT FOR EMPLOYEE EQUIPMENT DAMAGED OR STOLEN</b>
18.5	<b>CELL PHONE REIMBURSEMENT</b>
<b>ARTICLE 19</b>	<b>NOTICE OF CHANGES IN WORK SCHEDULE</b>
<b>ARTICLE 20</b>	<b>PAID LEAVE</b>

20.1	HOLIDAYS
20.2	VACATION
20.3	SICK LEAVE
20.4	COURT LEAVE
20.5	OTHER LEAVE
20.6	RELEASE TIME BANK
ARTICLE 21	LEAVE OF ABSENCE WITHOUT PAY
ARTICLE 22	ABSENCE WITHOUT LEAVE
ARTICLE 23	GRIEVANCE PROCEDURE
ARTICLE 24	GRIEVANCE REPRESENTATIVES
ARTICLE 25	LAYOFF PROVISIONS
25.1	LAYOFF DEFINED
25.2	PURPOSE OF LAYOFF PROVISION
25.3	DECISION PROCESS
25.4	SCOPE OF APPLICATION
25.5	ORDER OF LAYOFF
25.6	DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF
25.7	SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT
25.8	OPPORTUNITY FOR EMPLOYEE REVIEW
25.9	RETENTION OF REEMPLOYMENT LIST STATUS
25.10	PREFERENTIAL CONSIDERATION
25.11	EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS
25.12	OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY
ARTICLE 26	UNPAID DAYS OFF
ARTICLE 27	OTHER PROVISIONS
ARTICLE 28	SEVERABILITY
---	SIGNATURES
ATTACHMENT A	RETIREE LONGEVITY SCHEDULE – EMPLOYEE ONLY
ATTACHMENT B	RETIREE LONGEVITY SCHEDULE – EMPLOYEE PLUS 1 OR MORE DEPENDENTS

**ARTICLE 1 MEMORANDUM OF UNDERSTANDING – INTRODUCTION**

This is a Memorandum of Understanding between the Management Negotiation Team for the County of Santa Cruz and the District Attorney Inspector Association. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and County Employees in the District Attorney Inspector Association for the period beginning July 1, 2016 and ending June 30, 2017.

Unless otherwise specified herein, all provisions shall become effective the beginning of the pay period following adoption by the Board of Supervisors.

**ARTICLE 2 RECOGNITION**

The County of Santa Cruz recognizes the District Attorney Inspector Association, hereinafter referred to as “Association” as the exclusive bargaining representative for all employees in “permanent” (i.e., budgeted) positions within the District Attorney Inspector Representation Unit.

**ARTICLE 3 PEACEFUL PERFORMANCE OF COUNTY SERVICES**

The Association agrees 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 Association, 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 Association shall have recourse to the Civil Service Commission as to the sole question of whether the Association, its staff or its 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 Association 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 Association or the County, 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 County shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Association shall enforce the terms of this Memorandum on the part of its members.

**ARTICLE 5 EQUAL EMPLOYMENT OPPORTUNITY**

The County and the Association agree that no person employed or applying for employment shall be discriminated against because of race, color, religion, disability, medical condition (cancer related or genetic characteristic), pregnancy, gender, national origin, ancestry, marital

status, sex, sexual orientation, age (over 18), veteran's status, or any other non-merit factor except where sex or physical capacity is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunity as provided for in Federal, State and County requirement.

## **ARTICLE 6 SAFETY**

It is the duty of the County to make reasonable efforts to provide and maintain a safe place of employment. The Association 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.

A failure by the County to follow the process specified above in this Article (6) is grievable. Substantive matters are not grievable.

## **ARTICLE 7 ASSOCIATION SECURITY**

### **7.1 RELATIONSHIP AFFIRMATION**

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

### **7.2 NOTICE OF RECOGNIZED ASSOCIATION**

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

### **7.3 INDEMNIFY AND HOLD HARMLESS**

The Association indemnifies and holds the County, its officers, and employees acting on behalf of the County harmless, and agrees to defend the County, its officers, and employees acting on behalf of the County, 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 (7), Sections 1 through 4.

### **7.4 PAYROLL DEDUCTIONS AND PAYOVER**

The County shall deduct voluntary Association dues and premiums for approved Association insurance programs from the pay of employees in the DA Inspectors Representation Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

## **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 reasonable 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 compensations 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 results of such rotation or reassignment.

## **ARTICLE 10 EFFECTIVE DATE OF TRANSACTIONS**

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the Personnel Director and the 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., eighty hours in a pay period are the normal schedule of work hours for an employee in a full-time position, and forty 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 the department, with the approval of the County Administrative Office; or (2) by Board of Supervisors' action in accordance with Article 25. 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 compensation in cash at the employee's base hourly rate up to eighty (80) hours in a two-week period.

2. When the combination of hours worked and of paid leave of an employee exceed forty (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 forty (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 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.

### Cost of Living Increases

1. Effective August 27, 2016, the first step will be dropped and a new top step will be added to the salary schedule for all classifications.

### General Equity Offset Adjustment

1. Effective August 27, 2016, an equity increase of 1% will be added to all classifications in this bargaining unit.

- B. 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:

1. The first step in each schedule is the minimum rate and may be the hiring rate for the class.
2. 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" or "exceeds job standards" or "outstanding overall employee performance" rating and upon the recommendation of the appointing authority.
3. 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" or "exceeds job standards" or "outstanding overall employee performance" rating and upon recommendation of the appointing authority.
4. 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" or "exceeds job standards" or "outstanding overall employee performance" rating and upon recommendation of the appointing authority.
5. 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” or “exceeds job standards” or “outstanding overall employee performance” rating and upon recommendation of the appointing authority.

6. 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” or “exceeds job standards” or “outstanding overall employee performance” rating and upon recommendation of the appointing authority.
7. 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” or “exceeds job standards” or “outstanding overall employee performance” rating and upon recommendation of the appointing authority.

C. Hours of Service for Purposes of Step Advancement.

1. 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.

2. Beginning Date. Hours of service for purposes of step increases accrue by class, beginning from the most recent date of appointment.

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

1. Definition. An equal class is one in which the fifth step hourly rate of the range for the new class is the same for the current class.
2. Step placement. Upon appointment to an equal class, the employee shall retain the same step.
3. 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.
4. 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.

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

1. 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.
2. 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 “worker in a higher class” appointment.
3. 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 percent within the limits of the new salary range.

4. 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.

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

1. 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.
2. Appointment to a Lower Class Other than Downward Reclassification.
  - a) 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: demotions, appointment to a former class, displacement to a lower class, return from provisional promotion, and return from work in a higher class.
  - b) 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.
  - c) 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.
3. Downward Reclassification.
  - a) 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 the reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status.

Overfill provisions of the County shall be terminated at such time as the equivalent step within the salary range for the new class rises to meet or exceed the equivalent step in the salary range of the former class. In such event, the reclassified employee's salary shall be adjusted on an equivalent step basis (i.e., 2<sup>nd</sup> step to 2<sup>nd</sup> step) within the salary range for the new class and no further application of the overfill of 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:

1. Refusal of one offer of employment in the former class in the same department; or
2. Refusal of three offers of employment in the former class in other departments; or
3. 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.

- b) Y-Rate. An employee who is placed on Y-rate shall retain their current salary rate in the former class for a period of two 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.

G. Performance Evaluation for Step Advancement.

Failure of an employee's supervisor to present the employee with a performance evaluation within thirty (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.

H. Economic Reopener for Fiscal Emergencies

If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiations on any economic issues including but not limited to wages, health benefits, and retirement. Negotiations shall

commence within 10 days of notice from the County. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's.

## **ARTICLE 13 RETIREMENT**

### **A. Retirement Formulas**

1. Tier 1 – Employees hired before June 9, 2012 receive the 2% @ 50 Local Safety retirement formula with retirement benefits based on the employee's single highest year of compensation.
2. Tier 2 – Employees hired between June 9, 2012 and December 31, 2012 receive the 2% @ 50 Local Safety retirement formula with retirement benefits based on the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 – Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by the Public Employees' Pension Reform Act (PEPRA) will receive the 2.7% @ 57 Local Safety retirement formula with retirement benefits based on the employee's final average compensation of three (3) years (FAE3).
4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new" members shall be subject to the retirement plan formula described in paragraph 13 A.1 (Tier 1) or paragraph 13 A.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. In accordance with PEPRA, the County may not "pick up" any portion of the required member contributions of employees who meet PEPRA's "new" member definition (Tier 3 employees). Effective August 27, 2016, all employees in the Tier 3 Local Safety retirement plan shall pay 12% or one half of the normal cost of the benefit specified in 13 A.3, whichever is greater. Any difference between 12% and one half the normal cost of the employees' pension benefit shall be considered an employee "pick up" of the employer contribution. If one half of the normal cost of the Tier 3 benefit increases to above 12%, the Tier 3 employees' retirement contribution shall also immediately increase to the new amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost of the Tier 3 decreases, the Tier 3 employees' retirement contribution shall remain at 12%.
6. Employees in the Tier 1 and Tier 2 CalPERS Local Safety retirement plans shall continue to pay 9% toward their retirement benefits through September 12, 2014. Effective September 13, 2014, all employees in the Tier 1 and Tier 2 CalPERS Local Safety retirement plans shall contribute an additional .50% toward the cost of their

retirement plan, for a total contribution of 9.5%. The 9.5% includes .50% toward the employer contribution.

7. Effective July 4, 2015, all employees in the Tier 1 and Tier 2 CalPERS Local Safety retirement plans shall contribute an additional .50% toward the cost of their retirement plan, for a total contribution of 10%. The 10% includes 1% toward the employer contribution.
8. Effective August 27, 2016, all employees in the Tier 1 and Tier 2 CalPERS Local Safety retirement plans shall contribute an additional 2% toward the cost of their retirement plan, for a total contribution of 12%. Any difference between 12% and the normal cost of the employees' pension benefit shall be considered an employee "pick up" of the employer contribution. This contribution satisfies the cost sharing requirements of Government Code Section 201516.5.

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

Employees in this unit pay the employee's PERS contribution. Pursuant to Internal Revenue Code Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits in accordance with this article 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 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 PERS contributions shall revert to being made on a post-tax basis.

- C. Since 1988 the PERS 1959 survivors benefit at the third level has been provided as allowed by Government Code Section 21382.4.

## **ARTICLE 14 INSURANCES**

### **14.1 MEDICAL PLANS**

#### Plans 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 insurances specified below (medical, dental, vision, long term disability, life) is controlling. Copies of plan documents are available through the Personnel Department.

CalPERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) health plan. Effective January 1, 2012, the County shall implement a Flexible Credit Program. Employees must be enrolled in a CalPERS PEMHCA health plan to participate. Enrollment status in a health 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. 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 plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

- 1. For calendar year 2016, the County and the Association agree to participate in a Flexible Health Allowance Program in accordance with the Internal Revenue Code Section 125.

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

a. FLEXIBLE HEALTH ALLOWANCE

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

b. CalPERS PEMHCA CONTRIBUTION

- (1) Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  - (2) Employee plus one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  - (3) Employee plus two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
- 2. For calendar year 2017, the County and the Association agree to participate in a Flexible Health Allowance Program in accordance with the Internal Revenue

Code Section 125.

For calendar year 2017, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE

- (1) Employee only = \$664.05 (95% of the 2017 PORAC Premium), less the PEMHCA contribution in 2b(1) below.
- (2) Employee plus one dependent = \$1,320.30 (90% of the 2017 PORAC Premium), less the PEMHCA contribution in 2b(2) below.
- (3) Employee plus two or more dependents = \$1,688.40 (90% of the 2017 PORAC Premium), less the PEMHCA contribution in 2b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

- C. Employees in this representation unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the PEMHCA Program or any other CalPERS-approved County-offered alternate medical plan in which they and their dependents are enrolled.
- D. Employees hereby authorize the County to make a payroll deduction for the payment of the required CalPERS administrative fee based upon the plan selected by the employee.
- E. Should CalPERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contribution required by CalPERS.
- F. Pre-Tax Dollar Program.

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

- G. Vision.

The County shall provide, at its cost, a vision plan for active, eligible employees. Premiums for dependent vision coverage shall be paid by the employee.

H. No Cross Coverage.

No person may participate as a dependent if that person is enrolled as an employee or retiree in the County sponsored vision plan. An employee cannot be covered as a dependent in the same health plan.

I. Indemnify, Hold Harmless, and Defend.

The Association indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers and employees acting on behalf of the County, 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 Association, or by the County under the provisions of this Article (14.1), in administering the provisions of the County approved health plan, 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.

J. Survivor Coverage.

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

K. Waiver of Coverage.

Effective September 1, 2016, employees who meet the following criteria are eligible to receive a cash "opt out" payment of \$150 per month:

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

Reimbursements to employees shall be made on a quarterly basis.

## 14.2 DENTAL PLAN

The County agrees to pay the premium for eligible employees and dependents for dental coverage during the term of this agreement. Dependents must be enrolled in the same dental plan as the employee. No cross coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in a County sponsored dental plan.

#### **14.3 LONG TERM DISABILITY**

Employees in this representation unit shall be responsible for payment of premiums to their Long Term Disability Plan.

#### **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 EFFECTIVE DATE FOR MEDICAL PLAN CONTRIBUTIONS**

Contributions for coverage in the County-approved medical plans begin the first day of employment. Coverage shall be effective the first day of the month following the first day of employment.

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

- A. Employees granted leave of absence without pay of one full pay period or longer must notify the Employee Insurance/Benefits Division of the County Personnel Department and make arrangements for payment of insurances in advance. 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 working day of the pay period is a holiday, payment must be received by the Employee Insurance/Benefits Division of the County Personnel Department by 5:00 p.m. on the day preceding the holiday.

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. For continuance of medical coverage through CalPERS, the employee must apply to CalPERS in advance of the leave of absence without pay. The County and the Bargaining Unit agree to abide by CalPERS requirements (Public Employees Retirement Law) as it relates to continuation of insurances. Forms for this purpose are provided through the Personnel Department. The only exception to advance payment is in the case of an emergency beyond 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.

When an employee is on a leave of absence without pay for one full pay period or longer for any reason, coverage under employee insurance (e.g., medical, dental, vision and life) ceases for the employee and any dependents the beginning of the first full pay period

of leave of absence without pay, except as provided in 1 and 2 immediately below:

1. Federal Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) Leaves of Absence, hereafter referred to as FMLA/CFRA. See County Form PER1050, "Notice to Employees of Rights under Family Medical Leave Act (FMLA) and California Family rights Act (CFRA)." The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA/CFRA leave of absence without pay as if the employee were working or on paid leave. 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.
2. Continuation of Employee Coverage While on Other Medical Leave of Absence (non-FMLA/CFRA Leave). The County's contribution towards Employee only medical, dental, vision and life insurance coverage shall continue during the period of the employee's Other Medical Leave of Absence without Pay.
3. Continuation of Employee Insurance while on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution towards any insurance benefits for themselves or their dependent(s).

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

- A. Liability of Employee for Ineligible Dependents. Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the County. It is the responsibility of each employee to notify the Employee Insurance/Benefits Division of the County Personnel Department upon any enrolled dependent(s) becoming ineligible.

#### **14.7 RETIREE HEALTH**

- A. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS medical plan, as provided under the Public Employees' Medical & Hospital Care Program and CalPERS regulations.
- B. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Program medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contribution is as follows:
  1. 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).
  2. Effective January 1, 2012 for all employees in this unit who retire or have retired



from the County, the County's longevity contribution towards retiree health insurance shall be based upon the following longevity schedule (See Attachments A & B):

- a) Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum Only.
  - b) Each additional year of service above 5 years shall be recognized with a fixed dollar increase per year to a maximum of \$507 at the age of 50 with 25 years of service for Retiree Only and to a maximum of \$557 for Retiree Plus one or more dependents.
  - c) Each additional year of service beyond age 50 shall be recognized with a 5% increase, to a maximum of \$507 for Retiree Only and to a maximum of \$557 for Retiree Plus one or more dependents.
  - d) The County's total contribution shall be reduced by 50% for all retirees upon the retiree attaining Medicare eligibility.
3. If, during the term of this agreement, any other Bargaining Unit agrees during negotiations to a longevity schedule, then the County will allow this unit to elect and implement any of those units' plans in lieu of the plan outlined in Section 14.7 B.2.
- C. Nothing in this agreement guarantees continued medical insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The County reserves the right to make modifications to retiree medical coverage, including termination of coverage, upon or after the termination of the Memorandum of Understanding.

## **ARTICLE 15 OVERTIME**

- A. Definitions. For the 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 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 – DA Inspector Unit Employees.

Regular 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 (1.5) 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 (1.5) 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:

1. Any authorized overtime worked beyond twenty-seven (27) hours shall be compensated in cash at one and one-half (1.5) times 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.

**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 Worker.

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 phone 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 should be considered time 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 ALLOWANCE 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 (1.5) 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 PREMIUM PAY**

### **17.1 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. Premium pay differentials shall be applied to overtime hours.
- C. Each of the premium pay differentials shall be paid at one and one-half (1.5) times the specified rate for overtime hours.
- D. No premium pay differentials shall be paid for the period 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.

### **17.2 CAREER INCENTIVE**

- A. POST Certificates.
  - 1. Employees in this representation unit who possess a POST Intermediate Certificate shall be paid a differential above their base hourly salary rate for career incentive of 2.2 percent. Effective June 17, 2006 the Intermediate Certificate differential shall be increased to 3.5 percent.
  - 2. Employees in the representation unit who possess a POST Advanced Certificate shall be paid a differential above their base hourly salary rate for career incentive of

3.7 percent. Effective June 17, 2006 the Advanced Certificate differential shall be increased to 5.0 percent.

3. The maximum differential for possession of a POST Certificate is shown in 17.2, A paragraph 2 (above.) No employee will receive career incentive for both an intermediate and an Advanced POST Certificate.

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

### **17.3 BILINGUAL PAY**

- A. The County shall provide payment of an additional \$1.00 per hour on the hourly rate for hours worked where the position is designated as requiring bilingual language skills at Level 1, and the employee is certified as qualified at Level 1 by the County Personnel Director.

The County shall provide bilingual payment of an additional \$1.35 per hour on the hourly 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.

“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).

- B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein is 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 re-testing 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 ceases to be met.

### **17.4 EXTRA-HELP DIFFERENTIAL**

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

### **17.5 LONGEVITY DIFFERENTIAL**

Effective the pay period beginning January 5, 2013, employees in this representation unit who have completed 41,600 county service hours (equivalent to approximately twenty (20) years of full-time service) shall be paid a Longevity Differential equivalent to 3% of their base hourly rate. This provision ceases to be effective on July 4, 2014.

Effective the pay period beginning July 5, 2014, employees in this representation unit with 29,121 county service hours (beginning of the 15<sup>th</sup> year of county service) shall be paid a Longevity Differential equivalent to 3% of their base hourly rate.

## ARTICLE 18 OTHER COMPENSATION PROVISIONS

### 18.1 AUTOMOBILE ALLOWANCE

#### A. Allowance.

1. A monthly allowance shall be provided to employees in the classes of DA Inspector II and I, who, on a regular basis, provide his/her own vehicle for use on County business in lieu of being assigned a County car. Such allowance shall include payment for all in-County mileage. Private vehicle mileage accumulated on County business for out-of-county travel shall be reimbursed at the rate of \$0.31 per mile.

The monthly allowance shall be \$380 per month.

The recipients of this allowance will retain their vehicle a minimum of two years from the date of radio equipment installation in their vehicle. The employee shall pay for radio installation costs if the vehicle is exchanged in less than two years.

2. The monthly automobile allowance provides compensation for all direct and indirect costs associated with ownership, insurance (including deductible), maintenance and operation of the employee's automobile for all in-County mileage. Payment of automobile mileage reimbursement for any out-of-county travel provides compensation for all direct and indirect costs associated with ownership, insurance (including deductible), maintenance and operation of the employee's automobile for all mileage for any out-of-county travel.
3. Employees must be authorized to use their private automobile(s) on County business by the County Administrative Office. Each employee must provide proof of insurance coverage on the automobile(s) to be driven on County business in an amount of not less than:
  - a. \$100,000 per accident bodily injury and \$50,000 per accident property damage; or
  - b. \$100,000 combined single limit for auto liability, including bodily injury and property damage.
4. Employees who receive the monthly automobile allowance shall maintain their vehicles in good mechanical order. The District Attorney shall notify the General Services Director if a vehicle appears unsafe or inappropriate for use in law enforcement. The General Services Director shall have the authority and right to reject a vehicle that he/she deems unacceptable, unsafe, or inappropriate for use.

#### B. Assignment of a County Vehicle.

1. Any additional County vehicles will be assigned according to Section 2.32 of the County Code and in accordance with the County Procedures manual.
2. Once vehicles are made available, they shall be immediately assigned to employees in this unit. In order to provide for the orderly transition from automobile allowances to assigned vehicles, as vehicles are made available, they shall be assigned to employees in this unit on a volunteer first, then reverse seniority basis. The District Attorney or Personnel Director shall advise the General Services Director and Auditor-Controller of which vehicle is assigned to each employee.

Employees in this unit who are assigned a County owned or leased vehicle shall not receive an automobile allowance.

3. County owned equipment which is installed in a private vehicle shall be transferred to County owned vehicles by the General Services Department. For leased vehicles, the District Attorney shall arrange for authorization of the transfer of equipment with the leasing company.
4. It is the intent of the parties that vehicles assigned to employees in this unit will be authorized for permanent overnight assignment pursuant to the County Procedures Manual.
5. The parties shall comply with the County Procedures Manual in implementing the provisions of this Memorandum of Understanding.

### **18.2 EXCEPTIONAL TRAVEL**

When employees are required to travel out of the Santa Cruz County area on County business 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.

### **18.3 BODY ARMOR**

The County agrees to refurbish, repair, or replace body armor, as appropriate, in accordance with manufacturer specification. The cost to the County for such refurbishment, repair, or replacement of an employee's body armor shall be limited to a maximum of \$600 during the life of this agreement.

### **18.4 PAYMENT FOR EMPLOYEE EQUIPMENT DAMAGED OR STOLEN**

The reimbursement of provisions of Title V, Section 400 of the County Procedures Manual shall apply. For specific guidelines on the reimbursement procedure, refer to the Personnel Administration Manual, Section 2303 (PAM 2303).

### **18.5 CELLULAR PHONE REIMBURSEMENT**

To be in compliance with the tax laws, for employees who are required to conduct County business on a Cellular Phone or Wireless Personal Digital Assistant Device (PDA), the County and the District Attorney Inspectors Unit has agreed to a monthly stipend of \$85.00 per month.

Inspectors must be available to answer the cell phone when the department phones them, and are required to provide their supervisors with the number.

Employees will be responsible for any and all costs for securing their phones, and for all additional costs of phone usage beyond the \$85.00 monthly reimbursement. Employees are responsible for maintaining cell phone service, and will be wholly and individually responsible for personal use of the employee-owned cell phone.

## **ARTICLE 19 NOTICE OF CHANGES IN WORK SCHEDULE**

Insofar as practical, a minimum of two (2) calendar weeks advance notice shall be given to employees in the DA Inspector Unit for changes in work assignment which affect:

- A. Regularly scheduled working hours; and
- B. Normal location for reporting to duty.

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 20 PAID LEAVE**

### **20.1 HOLIDAYS**

- A. Five day/eight 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<sup>st</sup>, 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 "Veteran's 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 December 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 a 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.
  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.
- C. Holiday Compensation – Regular 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 hours 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.) last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

## **20.2 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 form 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 DA Inspector 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 pro-rated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A2 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 through 4 years); .0538 hours per service (approximately 112 hours per year of full-time service).
  - 10,401 – 20,800 hours of service (approximately 5 through 9 years); .0731 hours per hour of service (approximately 152 hours per year of full-time service).
  - 20,801 – 31,200 hours of service (approximately 10 through 14 years); .0923 hours of per hour of service (approximately 192 hours per year of full-time service).
  - 31,201 hours of service and over (approximately 15 years and over); .1115 hours per hour of service (approximately 232 hours per year of full-time service).

C. Limitations on Use.

1. At Convenience of Department. Vacation shall be taken at times designated by the department head.
2. Maximum Accrual. No employee shall be allowed to accrue more than two and a 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. The department head may allow employees to take vacation time off in increments as small as .01 hours.
4. No Loss of Credits. The department head shall not cause an employee to lose earned credits.
5. No Duplication with Worker's Compensation. Accrued vacation may be pro-rated 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. Employees shall not 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. Vacation Payoff upon Separation. Full-time and part-time employees who are eligible for vacation under subsection A of this section shall be paid the monetary value of any unearned vacation to their credit at the time they separate from County service. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

**20.3 SICK LEAVE**

A. Eligibility. Sick leave benefits shall only be provided to those employees in budgeted positions in classes assigned to the DA Inspector Representation Unit. Sick leave benefits shall be provided in accordance with the following:

1. Full-Time Employee. 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 months, provided, however, that the six months shall be determined by multiplying the authorized weekly number of hours for the position by 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 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 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 earned sick leave accrued by employees.
2. Reinstated Employees. Employees granted reinstatement do not receive credit for any sick leave earned prior to their resignation.
3. Accrual – Employees in the DA Inspector Unit.
  - a. Eligible full-time employees shall be credited with 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 pro-rated 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 with pay 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 her 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.

The Personnel Director or a department head may require evidence in the form of a physician's certificate and/or the County medical director's certificate of the adequacy of the reason for any absence.

D. Limitations on Use.

1. Sick leave is not allowed when the disability results from willful self-inflicted illness, injury or misconduct, or in the event of a disability sustained on leave of absence.
2. Accrued sick leave may be pro-rated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
3. An employee must use all sick leave accrued prior to going on a leave of absence without pay for illness, injury, or incapacity to work.

E. Maximum Accrual.

For employees in this unit, the maximum accrual for the period March 14, 1992 through September 20, 1996 was 600 hours; accruals in excess of 600 hours were grandparented on March 14, 1992.

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

F. Conversion of Unused Sick Leave upon Separation.

1. Full-time employees with 2080 – 10,400 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a layoff, retirement, or death, and who has completed 2080 – 10,400 hours of service prior to such separation shall thereupon be paid:
  - a. For employees in budgeted positions, ten percent (10%) of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave – 160, multiplied by .10). The maximum number of conversion hours shall not exceed 300.
2. Full-time employees with 10,401 – 20,800 Hours of Service. Any employee in a full-time position who separates from County employment upon resignation in good standing, or by a layoff, retirement, or death, and who has completed 10,401 – 20,800 hours of service prior to such separation shall thereupon be paid:
  - a. For employees in budgeted positions, twenty-five percent (25%) of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave – 160, multiplied by .25). The maximum number of conversion hours shall not exceed 300.
3. Full-time employees with 20,801 and Over Hours of Service. Any employee in a full-time position who separates from County employment upon a

resignation in good standing, or by a layoff, retirement, or death, and who has completed 20,801 hours of service prior to such separation shall thereupon be paid:

- a. For employees in budgeted positions, fifty percent (50%) of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave – 160, multiplied by .50). The maximum number of conversion hours shall not exceed 300.
4. Part-time Employees. Each employee in a part-time position shall be eligible for conversion of sick leave as set forth above in subparagraphs 1, 2, and 3 of this subsection, provided, however, that the hours of service required of part-time employees shall be computed on a pro-rated basis proportionate to the number of authorized hours for the employee's position.
5. 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 conversion hours of unused sick leave, not to exceed 300 hours.
6. Elimination of Sick Leave. Conversion of sick leave at the time of separation eliminates all sick leave earned by the employee.

#### **20.4 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 graveyard 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 service 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.

#### **20.5 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 in this representation unit shall be granted bereavement leave with pay by

his/her Appointing Authority the case of the death of a spouse, a relative in the first degree, or the domestic partner of the employee as recognized by the County after submission of an Affidavit of Domestic Partnership. Relatives of the first degree include the following: the parents of the County employee, the grandparents of the County employee, the sisters and brothers of the County employee, and the children of the County employee. Children are defined as the natural child of the employee, the adopted child of the employee, and the step-child of the employee, and also include the children of the employee's domestic partner. A domestic partner of an employee and the children of that 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 for deaths occurring within California or five (5) days occurring outside of California.

## **20.6 RELEASE TIME BANK**

### **A. Use of Release Time Bank Hours.**

- a. Release Time Bank Hours are intended for use by eligible Association officers to serve as delegates to Association conferences and conventions and Association training seminars and for Association Shop Stewards to conduct union business.
- b. Release Time Bank Hours shall not be used to conduct local Association business, process grievances or to conduct MOU negotiations.

### **B. Unit Member Contributions.**

- a. Beginning January 2017, and on each January thereafter, an eligible bargaining unit member may at his/her option, contribute in no smaller than one half (1/2) hour increments up to eight (8) hours of accrued time (excluding sick leave) to the Association Release Time Bank. To be eligible to contribute an employee shall, after making a contribution, have not less than forty (40) hours of accrual remaining.
- b. The Association shall generate, distribute and collect authorization forms approved by the County Auditor-Controller-Treasurer-Tax Collector and the Personnel Director to secure employee authorization for contributions to the "SCDAIA Release Time Bank". These signed authorization forms shall be submitted to the Auditor-Controller-Treasurer-Tax Collector by the Association together with an alphabetical listing of the contributors showing name, employee number, and amount of accrued time contributed by each contributor.

### **C. Release Time Bank Carryover and Limit.**

- a. Hours in the "SCDAIA Release Time Bank" at the end of a calendar year shall be carried over to the succeeding calendar year providing that the total number of hours in the bank shall at no time exceed two hundred (200) hours. Authorizations for contributions which would bring the "SCDAIA Release Time Bank" to over two hundred (200) hours shall be returned to the contributors with no deduction from his/her accrual (excluding sick leave).

### **D. Use of Release Time Bank Hours.**

- a. The Board of Directors of the Association or a designee of the Board may use hours from the “SCDAIA Release Time Bank”.
  - b. No more than eighty (80) hours of “SCDAIA Release Time Bank” hours shall be used during a calendar year by any one (1) of the eligible individuals.
  - c. No more than forty (40) “SCDAIA Release Time Bank” hours shall be used by one (1) individual during any one (1) calendar quarter.
- E. Request for Use and Approval of Release Time Bank Hours.
- a. Use of “SCDAIA Release Time Bank” hours are subject to approval by the appointing authority of his/her designee.
  - b. An eligible individual wishing to use “SCDAIA Release Time Bank” hours shall submit a request to his/her immediate supervisor according to the following time lines.
    - i. Request for “SCDAIA Release Time Bank” hours shall be submitted no less than three (3) working days prior to the anticipated absence.

**ARTICLE 21 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 with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. No leave of absence shall be granted by a department when an employee has indicated that he/she intends to terminate or is terminating from regular County service, without the prior approval of both the Personnel Director and Risk Manager.
- 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 (pro-rated for part-time, e.g., 80 hours for a half-time employee).
1. Eligibility.
- a. Permanent and Non-Civil Service Employees. An employee who has permanent or non-Civil Service status in their present class may be granted leave of absence without pay by the appointing authority for the purpose of improving the training of the employee for their position or career in the County Service, or 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.
  - b. Probationary and Provisional Employees on Original Appointment. Employees on an original appointment with probationary or provisional status may be granted a departmental leave without pay by the appointing authority in the case of illness or where it is clearly in the best interest of the County and requires the full attention of the employee.

- C. County Leaves of Absence Without Pay in Excess of 160 Working Hours. Regular employees may be granted a leave of absence without pay in excess of 160 hours (pro-rated for part-time employees) as provided in B above, subject to the prior approval of the Personnel Director. The maximum period of leave of absence without pay is one (1) year pursuant to Civil Service Rule XI.B.
- D. Right of Return.
1. Permanent Employees. The granting of a leave of absence to an employee who has permanent status in his/her present class guarantees the right of his/her return to a position in the same class in his/her department at its expiration, or 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. Notwithstanding other provisions of this Article (21), 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. (See Family Care and Medical Leave Notice at the end of this Agreement, or Section 168.4 of the Personnel Regulations.)
- 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.
- F. Continuation of Insurance Benefits During Leave Without Pay. To assure continuation of insurance benefits, employees must notify the Risk Management Division of the County Personnel Department when granted a leave of absence without pay in excess of one pay period (see Article 14.6)
- G. Limitation on Use.
1. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.
  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 which must be mutually agreed upon before the leave is approved.
  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 22 ABSENCE WITHOUT LEAVE**



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

Such resignation shall be rescinded by the Appointing Authority 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 Section 3.24.030. The appeal is solely limited to the questions of whether it was impossible for the employee to contact the department of employment, and that the employee did contact the department at the first opportunity.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

The County and Association 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 Association. 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 District Attorney Inspector 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 or 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 District Attorney Inspector 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 21;
- f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County code.
- g. Equal Employment Opportunity 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 grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Association. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the Board of Supervisors or State law. Association grievances shall comply with all foregoing provisions and procedures.

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 in writing by mutual agreement.
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 District Attorney Inspector Representation Unit and unless such dispute falls within the definition of a grievance as set forth in this 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 One

Within twenty (20) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the department head or designated representative. The grievance shall be submitted on a County of Santa Cruz 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 in an 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.

a. Step Two

If the grievant(s) is not satisfied with the first step decision, he or she may, within fourteen (14) calendar days after the 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.

b. Step Three

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.

c. 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 their own presentation, including the preparation and post-hearing briefs, if any.

The County and the Association 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 Association 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 paragraph, 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 24 GRIEVANCE REPRESENTATIVES**

The Association 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 Association 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 employees 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 25 LAYOFF PROVISIONS**

### **25.1 LAYOFF DEFINED**

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.

### **25.2 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.

### **25.3 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.

#### **25.4 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.

#### **25.5 ORDER OF LAYOFF**

Whenever it is necessary to lay off 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 lay off). 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) shall be laid off last in reverse order of seniority as defined below in paragraph 25.7.

#### **25.6 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 paragraph 25.7. 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.

#### **25.7 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT**

Seniority rights for purposes of layoff and displacement and involuntary reduction of 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 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 of 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 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.

## **25.8 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 a 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.

## **25.9 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 block in no particular order.

### **A. Departmental Reemployment rights.**

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 a bilingual pursuant to Article 17.3. If there is no Departmental Reemployment List, the order of certification shall be: (1) County-wide Overfill list; (2) County-wide Reemployment List; and (3) other employment lists as specified in Civil Service Rules 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 block 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 17.3. 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. Twenty-four (24) months have elapsed from the date of layoff or displacement.

A laid off employee's name may also be removed from reemployment lists on

evidence that the person cannot be located by postal authorities. The name of a person on a reemployment list who fails to reply within ten (10) working days to a written certification notice shall be removed from the reemployment lists for the class. Such persons name may be restored to the list upon written request by the person.

#### **25.10 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(s) 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 ongoing workload limitations.
- E. Counseling with respect to placement in other County jobs, within staffing and ongoing workload limitations. Employees whose names remain on a reemployment lists may compete in promotional examinations pursuant to Civil Service Rule VIII

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

Notwithstanding any other provisions of this Article (25) 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.

#### **25.12 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 month 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 Rules X (A) received in both classes had an overall rating of satisfactory or better.
- D. The employee submits a written request to his/her appointing authority which 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.
- E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two classes was continuous and interrupted, and that the two classes are in the same class series.



**ARTICLE 26 UNPAID DAYS OFF**

The County will meet and confer on the impact of any subsequent temporary layoff, notwithstanding the duration of this agreement or any other provision of law related to the duration of this agreement.

**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. Payroll authorization forms are available from the employee's departmental payroll clerk.
  
- B. 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.
  
- C. The County agrees to provide hepatitis inoculations on a voluntary basis to employees in this representation unit.

**ARTICLE 28 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.

SIGNATURES

District Attorney Inspectors Representatives:

County of Santa Cruz Representatives:



Katrina Rogers  
President, District Attorney Inspectors Assoc.



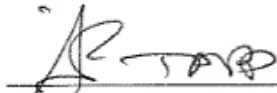
Michael J. McDougall  
Personnel Director



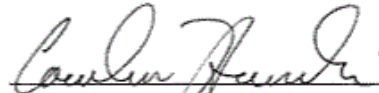
Henry Montes  
District Attorney Inspectors Association



Terri Cobbs  
Principal Personnel Analyst



Aron Tripp  
District Attorney Inspectors Association



Caroline Hawkins  
Associate Personnel Analyst

District Attorney Inspectors Association Retiree Only 25 Year Longevity Schedule with (Modified Increment) Fixed Dollar Scaling and Increase for Increase Over Age 50																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Years of Service																
0-5	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
6	\$131.75	\$138.34	\$145.25	\$152.52	\$160.14	\$168.15	\$176.56	\$185.39	\$194.65	\$204.39	\$214.61	\$225.34	\$236.60	\$248.43	\$260.86	
7	\$151.50	\$159.08	\$167.03	\$175.38	\$184.15	\$193.36	\$203.02	\$213.18	\$223.83	\$235.03	\$246.78	\$259.12	\$272.07	\$285.68	\$299.96	
8	\$171.25	\$179.81	\$188.80	\$198.24	\$208.16	\$218.56	\$229.49	\$240.97	\$253.01	\$265.66	\$278.95	\$292.90	\$307.54	\$322.92	\$339.06	
9	\$191.00	\$200.55	\$210.58	\$221.11	\$232.16	\$243.77	\$255.96	\$268.76	\$282.19	\$296.30	\$311.12	\$326.67	\$343.01	\$360.16	\$378.17	
10	\$210.75	\$221.29	\$232.35	\$243.97	\$256.17	\$268.98	\$282.43	\$296.55	\$311.37	\$326.94	\$343.29	\$360.45	\$378.48	\$397.40	\$417.27	
11	\$230.50	\$242.03	\$254.13	\$266.83	\$280.17	\$294.18	\$308.89	\$324.34	\$340.55	\$357.58	\$375.46	\$394.23	\$413.94	\$434.64	\$456.37	
12	\$250.25	\$262.76	\$275.90	\$289.70	\$304.18	\$319.39	\$335.36	\$352.13	\$369.73	\$388.22	\$407.63	\$428.01	\$449.41	\$471.88	\$495.48	
13	\$270.00	\$283.50	\$297.68	\$312.56	\$328.19	\$344.60	\$361.83	\$379.92	\$398.91	\$418.86	\$439.80	\$461.79	\$484.88	\$507.00	\$507.00	
14	\$289.75	\$304.24	\$319.45	\$335.42	\$352.19	\$369.80	\$388.29	\$407.71	\$428.09	\$449.50	\$471.97	\$495.57	\$507.00	\$507.00	\$507.00	
15	\$309.50	\$324.98	\$341.22	\$358.28	\$376.20	\$395.01	\$414.76	\$435.50	\$457.27	\$480.14	\$504.14	\$507.00	\$507.00	\$507.00	\$507.00	
16	\$329.25	\$345.71	\$363.00	\$381.15	\$400.21	\$420.22	\$441.23	\$463.29	\$486.45	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
17	\$349.00	\$366.45	\$384.77	\$404.01	\$424.21	\$445.42	\$467.69	\$491.08	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
18	\$368.75	\$387.19	\$406.55	\$426.87	\$448.22	\$470.63	\$494.16	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
19	\$388.50	\$407.93	\$428.32	\$449.74	\$472.22	\$495.84	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
20	\$408.25	\$428.66	\$450.10	\$472.60	\$496.23	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
21	\$428.00	\$449.40	\$471.87	\$495.46	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
22	\$447.75	\$470.14	\$493.64	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
23	\$467.50	\$490.88	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
24	\$487.25	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
25	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
26	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
27	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
28	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
29	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
30	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	

Medicare Eligibility 50 % Cap Applies

The PEMHCA Minimum payment (\$125 in 2016) is adjusted annually by CalPERS  
To reflect changes in the medical care component of the Consumer Price Index.  
Accordingly, the County will adjust the PEMHCA Minimum payment annually

District Attorney Inspectors Association Retiree +1 or more Dependents 25 Year Longevity Schedule with (Modified Increment) Fixed Dollar Scaling and Increase for Increase Over Age 50																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Years of Service																
0-5	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
6	\$134.25	\$140.96	\$148.01	\$155.41	\$163.18	\$171.34	\$179.91	\$188.90	\$198.35	\$208.27	\$218.68	\$229.61	\$241.09	\$253.15	\$265.81	
7	\$156.50	\$164.33	\$172.54	\$181.17	\$190.23	\$199.74	\$209.72	\$220.21	\$231.22	\$242.78	\$254.92	\$267.67	\$281.05	\$295.10	\$309.86	
8	\$178.75	\$187.69	\$197.07	\$206.93	\$217.27	\$228.14	\$239.54	\$251.52	\$264.10	\$277.30	\$291.16	\$305.72	\$321.01	\$337.06	\$353.91	
9	\$201.00	\$211.05	\$221.60	\$232.68	\$244.32	\$256.53	\$269.36	\$282.83	\$296.97	\$311.82	\$327.41	\$343.78	\$360.97	\$379.02	\$397.97	
10	\$223.25	\$234.41	\$246.13	\$258.44	\$271.36	\$284.93	\$299.18	\$314.14	\$329.84	\$346.33	\$363.65	\$381.83	\$400.92	\$420.97	\$442.02	
11	\$245.50	\$257.78	\$270.66	\$284.20	\$298.41	\$313.33	\$328.99	\$345.44	\$362.72	\$380.85	\$399.89	\$419.89	\$440.88	\$462.93	\$486.07	
12	\$267.75	\$281.14	\$295.19	\$309.95	\$325.45	\$341.72	\$358.81	\$376.75	\$395.59	\$415.37	\$436.14	\$457.94	\$480.84	\$504.88	\$530.13	
13	\$290.00	\$304.50	\$319.73	\$335.71	\$352.50	\$370.12	\$388.63	\$408.06	\$428.46	\$449.89	\$472.38	\$496.00	\$520.80	\$546.84	\$557.00	
14	\$312.25	\$327.86	\$344.26	\$361.47	\$379.54	\$398.52	\$418.44	\$439.37	\$461.34	\$484.40	\$508.62	\$534.05	\$557.00	\$557.00	\$557.00	
15	\$334.50	\$351.23	\$368.79	\$387.23	\$406.59	\$426.92	\$448.26	\$470.68	\$494.21	\$518.92	\$544.87	\$557.00	\$557.00	\$557.00	\$557.00	
16	\$356.75	\$374.59	\$393.32	\$412.98	\$433.63	\$455.31	\$478.08	\$501.98	\$527.08	\$553.44	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
17	\$379.00	\$397.95	\$417.85	\$438.74	\$460.68	\$483.71	\$507.90	\$533.29	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
18	\$401.25	\$421.31	\$442.38	\$464.50	\$487.72	\$512.11	\$537.71	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
19	\$423.50	\$444.68	\$466.91	\$490.25	\$514.77	\$540.51	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
20	\$445.75	\$468.04	\$491.44	\$516.01	\$541.81	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
21	\$468.00	\$491.40	\$515.97	\$541.77	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
22	\$490.25	\$514.76	\$540.50	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
23	\$512.50	\$538.13	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
24	\$534.75	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
25	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
26	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
27	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
28	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
29	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
30	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	

Medicare Eligibility 50% Cap Applies

The PEMHCA Minimum payment (\$125 in 2016) is adjusted annually by CalPERS  
To reflect changes in the medical care component of the Consumer Price Index.  
Accordingly, the County will adjust the PEMHCA Minimum payment annually