

*Santa Cruz County*  
*Middle Management Association Unit*  
**MEMORANDUM OF UNDERSTANDING**  
**SEPTEMBER 17, 2013 – SEPTEMBER 16, 2017**  
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- Exhibit B Retiree Plus One or More Longevity Chart**
- Exhibit C Side Letter**
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## **ARTICLE 1 MEMORANDUM OF UNDERSTANDING**

This is a Memorandum of Understanding between the County of Santa Cruz (hereinafter referred to as the "County") and the Santa Cruz County Middle Management Association (herein after "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 and the Association for County employees in the Middle Management Representation Unit for the period beginning September 17, 2013 and ending September 16, 2017. Both parties agree that the results of these negotiations are equitable and fair compensation for all employees in the Representation Unit. Both parties agree to support and uphold the obligations conferred upon them by this agreement. Unless otherwise indicated therein, all provisions shall become effective upon adoption by the Board of Supervisors.

This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understandings or agreements between the parties, whether formal or informal regarding any such matters are hereby superseded. All ordinances, resolutions, minute orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement.

Except as provided in this Agreement, it is agreed and understood that neither party to this Agreement is obligated to reopen on any matter covered in this Agreement, for the duration of the Agreement.

## **ARTICLE 2 RECOGNITION**

The County recognizes the Association as the exclusive bargaining representative for all employees in budgeted ("permanent") positions within the Middle Management Representation Unit. Such representation and this Memorandum shall not apply to extra-help.

## **ARTICLE 3 PEACEFUL PERFORMANCE OF COUNTY SERVICE**

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

Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse to the Civil Service Commission as to the sole question of whether he/she in fact participated in such prohibited activity.

If the Association, its staff or Board of Directors engage in, 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 voluntary payroll deductions provided, however, the Association will have recourse to the Civil Service Commission as to the sole question of whether the Association, or its staff or Board of Directors engaged in such prohibited activity.

The inclusion of this Article in this 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 this Memorandum of Understanding or at any other time.

#### **ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **ARTICLE 5 HEALTH AND SAFETY**

The Association and the County agree that it is in the best interests of all concerned to provide a safe and healthy working environment. The County shall abide by all health and safety standards established by the California State Department of Industrial Relations, Division of Occupational Safety and Health, pursuant to the Occupational Safety and Health Act. In order to assure that health and safety hazards are dealt with on a timely basis, the following procedures shall be used to deal with potential hazards:

1. Employees shall report health or safety hazards to their immediate supervisor. Under no circumstances shall there be retaliation, harassment, or intimidation of any worker for any reporting of any possible health or safety hazard, or for any request for an ergonomic evaluation.
2. In the event of a reported workplace hazard, the immediate supervisor shall notify the County Safety Officer for possible guidance/advisement and issue tracking. If the immediate supervisor is unable to abate the hazard promptly, the matter shall be referred to the department head or designee who within 14 calendar days will meet with the employee and the immediate supervisor regarding the matter.

3. If the department head or designee is unable to abate the hazard promptly the matter shall be referred to the County Safety Officer for resolution. The County Safety Officer shall investigate and act within the limits of his/her authority on identified potential hazards in a timely manner. The County Safety Officer shall forward his/her findings to the Personnel Director for action as he/she deems appropriate.
4. Additionally, the Association shall appoint one representative to the County Labor/Management Health and Safety Committee to meet with the County Safety Officer quarterly regarding the County Health and Safety Program. Activities may include, but are not limited to, accompanying the Safety Officer on safety inspections, reviewing reports on hazards and injuries, reviewing health and safety practices, developing advisory programs and services on safe work practices, recommending health and safety training programs, and making recommendations on the above matters to departments and/or the County Administrative Officer. Upon request, the County shall provide to the Health and Safety Committee and the Association a copy of OSHA Log 300 and other information that is reasonably available and non-confidential on work-related injuries and illnesses. In the event of emergency conditions posing immediate danger to the health and safety of County employees; the County Safety Officer will arrange for immediate release time for the Association's designated committee member to meet jointly with the County Safety Officer at the specific work site.

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

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

## **ARTICLE 6 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. Except as otherwise provided in this agreement, the parties agree to support changes initiated by the County which are intended to increase the efficiency or effectiveness of County operations.

## **ARTICLE 7 NOTIFICATION**

### **7.1 NOTIFICATION OF CHANGE IN STATUS**

- A. It shall be the duty of the County to notify the Association whenever the services of any County employee in a class in this unit are engaged or terminated.
- B. The County shall provide the Association on a quarterly basis with a listing of employees filling positions in classes represented by the Association, and shall provide the Association with a list of retiree names and addresses on a monthly electronic basis. The County shall bear the costs of providing the listings.
- C. The County Personnel Director may, at the request of the Association, provide notice to employees in this representation unit of Association meeting times and dates related to negotiations.

### **7.2 NOTIFICATION TO EMPLOYEE**

- A. The current Memorandum of Understanding (MOU) is available to employees on the County's Intranet. Departments will make a hard copy of the current MOU accessible to employees in this representation unit who do not have access to the County's Intranet.
- B. The Association may distribute official Association material to employees in the Association through normal channels.

### **7.3 NOTIFICATION TO ASSOCIATION**

Association Notification. Except in cases of emergencies, the Association shall be given five (5) working days written notification of any matters within the scope of representation (as that term is defined in the Meyers-Milias-Brown Act (Gov't Code Sec 3500 et seq.)) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet-and-confer with the County prior to its adoption. The impasse procedures shall be in accordance with Government Code section 3505.

## **ARTICLE 8 PHYSICAL EXAMINATION**

Effective December 7, 1991, employees in this representation unit received a \$0.12 an hour adjustment to their base hourly salary rate in lieu of the previous physical examination reimbursement allowance.

## **ARTICLE 9 SCHEDULED HOURS**



The authorized hours of a budgeted position constitute the normally scheduled hours of work for an employee in that position (e.g., eighty (80) hours in a pay period are the normal schedule of work hours for an employee in a full-time position, and forty (40) hours in a pay period are the normal schedule of work hours for an employee in a half-time position). However, "normal" work hours shall not be construed to mean a guarantee of hours of work.

The scheduled hours of work of an employee may be reduced on a short-term or on a continuing basis: (1) by mutual agreement between the employee and department, with the approval of the County Administrative Officer; or (2) by Board of Supervisors action in accordance with Article 33. If an employee's scheduled work hours are reduced on a continuing basis, the authorized hours of the position should be reduced accordingly.

The scheduled hours of work of an employee may also be reduced pursuant to Article 29.

## **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 Auditor-Controller. Examples of such transactions include: transfers, promotions, and demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period; step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

The following transactions are excluded from the provisions of this Article: original appointments; separations; leaves of absence without pay, return from leaves of absence without pay; displacement; work in a higher class appointment; return from work in a higher class appointment.

## **ARTICLE 11 PAY**

### **11.1 BASIC AND EQUITY PAY**

#### **A. Basic Pay Plan.**

The basic pay plan consists of the salary ranges and the 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 in this Article (11).

#### **B. Cost of Living Increase**

1. Effective the pay period beginning September 13, 2014, each step in the salary range for all employees shall be increased by 2%.

2. Effective the pay period beginning September 12, 2015, each step in the salary range for all employees shall be increased by 3%.
3. Effective the pay period beginning June 18, 2016 the first step will be dropped and a new top step will be added to the salary schedule for all classifications.

## **11.2 REQUIREMENTS FOR STEP INCREASES**

- A. 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 salary range 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, 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, 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, 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, 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, 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, exceeds

job standards, or outstanding overall employee performance rating and upon recommendation of the appointing authority.

**B. 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.

a. 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.

**C. Failure of the employee's supervisor to complete an evaluation for a step advancement in accordance with Article 12 shall be considered to be a recommendation by the appointing authority for step advancement effective on the date the employee is eligible for step advancement.**

**11.3 NEW EMPLOYEE (ORIGINAL APPOINTMENT)**

Should a new employee (on original appointment) be appointed at an advanced step in the salary range for a class in this unit, current employees at lower steps in the class with equal or higher qualifications will be advanced to the same step, in accordance with the procedure outlined below.

Upon the appointment of a new employee to step 4 or a higher step in the salary range for a class, the Personnel Director shall review the personnel records on file of any current regular employees in the class to determine whether any possess equal or higher qualifications. If the Personnel Director determines that current employees in the class have equal or higher qualifications, she/he shall approve the placement of such current employees to the same step as the new employee. The Personnel Director's determination shall be final.

**11.4 STEP PLACEMENT AND STEP ADVANCEMENT UPON APPOINTMENT TO HIGHER CLASS**

**A. Definition.**

A higher class is one in which the fifth step hourly rate of the range for the new class is greater than the fifth step hourly rate of the range for the current class.

**B. Application.**

This provision shall apply to all types of appointment to a higher class, except a reappointment from displacement, including promotion (including promotion through upward reclassification or through alternate staffing), appointment to a former higher class and a "work in a higher class" appointment.

C. Step Placement.

The salary of employees who are appointed to a higher class within the Middle Management Representation Unit shall be placed at the step in the salary range for the higher class which will provide an increase above the salary step for the lower class which is closest to 10% or the appointing authority may request an advance step placement, at the time of appointment, to a permanent assignment to a higher class or promotion (including promotion through upward classification or through alternate staffing) in accordance with County regulations adopted by the Board of Supervisors regarding advance step procedures.

D. Step Advancement.

The beginning date for purposes of accrual of hours of service for step advancement shall be the most recent date of appointment to the higher class.

**11.5 STEP PLACEMENT AND STEP ADVANCEMENT UPON APPOINTMENT TO LOWER CLASS OR DOWNWARD RECLASSIFICATION**

A. Definition.

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

B. Appointment to a Lower Class Other than Downward Reclassification

1. Application. The provisions of paragraphs 2. and 3. below shall apply to all types of appointment to a lower class, except a Y-rate, including: demotion, appointment to a former class, displacement to a lower class, return from provisional promotion, and return from work in a higher class.
2. To Class of Previous Service. If the employee has 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.
3. To Class with NO Previous Service. Upon appointment to a lower class, the employee's salary shall be adjusted to the same step in the new salary range that he/she was receiving in the salary range of the higher class and the employee shall receive credit for hours of service accrued in the step in the higher class for purposes of determining step advancement in the lower class.

### C. Downward Reclassification.

1. **Overfill Status.** When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent may retain the salary of his or her former class by being placed in an overfill status for a period not to exceed five (5) years from the effective date of reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments, and accrued 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; provided, however, that if the class of the position being overfilled is not designated as management or is designated as a management trainee, the employee will be treated as a non-salaried employee with respect to Article 14, Overtime, and any accrued compensatory time shall be paid off upon commencement of such overfill; Article 16, Salaried Employee; and Article 27, Administrative Leave, and cash payment for administrative leave will not be authorized in any pay period in which there is overtime.

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

During the overfill period, the employee's name shall be certified to vacant positions in the former class in (i) the same department in order of seniority, and (ii) other departments. An employee who is overfilling shall be demoted to the new class upon:

- a. refusal of one offer of employment in the former class in the same department; or
  - b. refusal of three offers of employment in the former class in other departments; or
  - c. the termination of a five (5) year overfill period, whichever of the foregoing occurs first.
2. **Y-Rate.** An employee who is placed on the Y-rate shall retain his or her 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 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.

## **11.6 ECONOMIC REOPENER FOR FISCAL EMERGENCIES**

If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiations on any economic issues including but not limited to wages, health benefits and retirement. Negotiations shall commence within 10 days of notice from the County. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's. The County shall provide notice to the Association fifteen days or as soon as possible prior to consideration by the Board of Supervisors of a fiscal emergency under this provision.

## **ARTICLE 12 EMPLOYEE RIGHTS**

### **12.1 ADVERSE ACTION**

No adverse action shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the department as a basis for substantiating the action shall be provided the employee. "Adverse action" is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment.

Nothing in this section shall be construed to modify County Code or Civil Service Rule provisions regarding disciplinary actions -- i.e., dismissal, suspension, and demotion.

### **12.2 PERSONNEL FILES**

The personnel file of each employee shall be maintained in the Personnel Department. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy.

Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file.

An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

The Personnel Department maintains the employee's personnel file. The personnel file shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, the Personnel Department in the performance of duty, and the supervisor/administrator with the specific responsibility to know its contents. Employees may designate a representative, who, upon authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee. Any person reviewing an employee's file in the Personnel Department (except for routine clerical transactions) shall be noted and dated in the employee's file.

### **12.3 EVALUATION**

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within thirty (30) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in a satisfactory overall performance evaluation rating for the employee as of the due date. No extension will be granted beyond ninety (90) days.

### **ARTICLE 13      MANAGEMENT TRAINEE DEFINED**

For purposes of clarification under the Fair Labor Standards Act, a management trainee is defined as follows:

A management trainee is an employee in a budgeted position who is serving a probationary period in a management classification which is identified in the class specification as the trainee level, and who performs work of an "administrative," "professional," or "executive" nature.

It is anticipated that, by the completion of the probation period, the employee will have progressed to a level where s/he is performing work under only general supervision and is customarily and regularly exercising discretion and independent judgment. For informational purposes, an example of such a trainee class would be Assistant Departmental Administrative Analyst.

## **ARTICLE 14      OVERTIME**

### **A. Definitions.**

For purposes of this Article, the following terms are defined:

1. "Holiday" means those days specified in this Memorandum of Understanding as holidays.
2. "One-Week Work Period" means seven (7) consecutive days, commencing Friday at midnight (12:01 a.m. Saturday) and ending the next Friday at midnight (12:00 a.m.), unless a different seven (7) consecutive day (168 consecutive hour) period has been approved by the County Administrative Officer.
3. "Two-Week Work Period" means an eighty (80) hour period during two weeks, commencing Friday at midnight (12:01 a.m. Saturday) and ending the second Friday thereafter at midnight (12:00 a.m.).
4. "Overtime"
  - a. Trainee Management Employees. For trainee management employees, compensable overtime means authorized time worked in excess of forty (40) hours in a one-week work period.
  - b. Non-trainee Management Employees. Non-trainee management employees are salaried employees exempt from overtime provisions except as specifically provided in Article 14.D.2.

### **B. Authorization.**

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

1. Emergencies. In cases of emergency, 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. Advanced Approval Required. Employees may not work overtime without the advance approval of department heads or their designated agents.
3. Time Off at Convenience of Department. Time off in lieu of overtime pay shall be granted at the convenience of the department head.



4. Eligibility. All management trainees are eligible for overtime compensation.

C. Computation.

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

1. 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 for management trainees whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.
- b. Holidays which occur on a day other than the management trainee's regularly scheduled workday shall not be counted as time worked for purposes of computing overtime.

D. Compensation.

1. Trainee Management Employees. Trainee management employees shall receive payment for all authorized overtime hours worked in the amount of one and one half times their FLSA "regular" hourly rate. (See 29 Code of Federal Regulations, Section 778.107 forward for definition of FLSA "regular rate.")
2. Non-trainee Management Employees. In the event of a strike by non-management employees or an emergency, the County Administrative Officer (CAO) may authorize non-trainee management employees to work compensable overtime.

E. Call-Back Duty.

1. Defined. Employees who are ordered to return to their work site or another specified work site by the department head or a designated agent following the termination of their normal work shift shall be considered to be on call-back duty.

Responses to phone calls or performing work at home shall not be considered call-back duty. Time spent in these tasks shall be considered time worked. Travel time to and from the work site shall not be considered time worked.

## 2. Compensation.

- a. Non-trainee managers who are called back to work are not eligible for additional compensation except as provided in Article 14.D.2.
  - b. Management trainees who are called back shall be compensated for actual time worked at their regular hourly rate. Such time worked shall count with other actual time worked towards overtime compensation.
3. Call-back compensation shall be administered consistent with the provisions of this Article (14).

## **ARTICLE 15                      PREMIUM PAY - GENERAL**

### A. Applied to base hourly rate.

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. Not applied to overtime.

Premium pay differentials shall not apply to overtime worked, except for management trainees.

## **ARTICLE 16                      OTHER PROVISIONS**

1. The County may conduct and implement pay equity studies during the term of the agreement and shall not be obliged to meet and confer or reach agreement on such actions. The County shall notify the Association of such actions prior to Board action.
2. The County shall, within the limitations of Article 33.10 and the Civil Service Rules, certify a laid-off employee with the greatest seniority in a class to the first extra-help assignment which occurs in that class.
3. Should Federal legislation be implemented during the course of the agreement which affects the County health plan, the parties agree to reopen the agreement to consider the direct cost impact on the County of this legislation.
4. Existing and newly appointed employees in the Middle Management Representation Unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to a position in this unit to complete a payroll authorization form for a participating financial institution. Payroll authorization forms are available from the employee's departmental payroll clerk or County's Intranet.

## **ARTICLE 17            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 to 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 departmental schedule that has been approved by the County Administrative Officer.

### **B. County Administrative Officer Approval.**

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

### **C. Time Worked.**

1. Time spent in answering phone calls or responding to calls by phone is considered actual hours worked (which counts towards overtime for management trainees).
2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site. Travel time to the job site shall not be considered time worked.
3. Employees not eligible for overtime compensation.
  - a. Employees not eligible for overtime compensation shall receive on-call pay for all hours when assigned on-call duty.
  - b. Employees eligible for overtime compensation. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on-call pay, for employees eligible for overtime compensation.

### **D. Compensation.**

On-call duty shall be compensated at a rate of \$2.00 per hour for a period when assigned to be on-call.

### **E. No employee shall be compensated for on-call duty and call-back duty simultaneously. (See Article 14 E.)**

## **ARTICLE 18            DIFFERENTIALS**

### **18.1 NIGHT SHIFT**

Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 6:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid at a rate of five percent (5%) above their regular salary step as and for a night shift differential.

### **18.2 BILINGUAL PAY DIFFERENTIAL**

A. The County shall provide bilingual payment of an additional \$0.50 per hour on the hourly rate where the position is designated as requiring bilingual skills at Level One and the employee is certified as qualified at Level One by the County Personnel Director. The County shall provide bilingual payment of an additional \$0.85 per hour on the hourly rate where the position is designated as requiring bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director.

"Level One" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level Two" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s).

B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.

C. The County shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose for certifying that employees possess the necessary skill level.

D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

### **18.3 LONGEVITY DIFFERENTIAL**

Employees in this representation unit who have completed 52,001 County Service Hours (equivalent to approximately twenty-five (25) years of full-time service) shall be paid a Longevity Differential equivalent to 3% of their base hourly rate.

For the purposes of the longevity differential only, employees with a break in service from Santa Cruz County service may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer(CAO); and only for service years with the County of Santa Cruz, if the employees met or could

meet the requirements under Civil Service Rules Section XIII B. (Reinstatement). The decision of the CAO shall be final.

#### **18.4 EXTRA-HELP DIFFERENTIAL**

Effective the pay period beginning April 22, 2006, extra-help employees shall 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. Extra help employees who are retired annuitants shall not be eligible to receive this extra-help differential, pursuant to CalPERS regulations.

#### **ARTICLE 19 BUSINESS EXPENSE ALLOWANCE**

On December 7, 1991, employees in this representation unit received a \$0.29 an hour increase in their base hourly salary rate in lieu of receipt of the previous business expense allowance.

#### **ARTICLE 20 REIMBURSEMENT FOR LICENSES OR CERTIFICATES**

##### **20.1 CONDITIONS**

Employees shall, upon proper application, be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

- A. Licenses and certificates must be required by Federal, State or County laws, or by class specifications. Fees for California Driver's Licenses shall not be reimbursed under these provisions; provided, however, that reimbursement shall be provided for Class A and B license fees, where such licenses are required by class specification. Upon ratification maximum reimbursement shall be \$600 per calendar year, except as provided in paragraph B, immediately below.
- B. Narcotics Certificate. Upon proper application, physicians in budgeted positions in this representation unit who are required in the class specification for their class to have a "controlled substances registration certificate" are eligible for reimbursement for fees paid by the employee for such certificates during a calendar year, up to an additional amount of \$200 per certificate to a total maximum reimbursement not to exceed \$800 per calendar year.

##### **20.2 MAXIMUM REIMBURSEMENT**

Upon proper application, employees in budgeted positions in the classes of Chief of Fiscal Services, Accounting Manager, Budget and Tax Manager, Audit/Systems Manager, Assistant Chief of Fiscal Services-HSA, and Departmental Fiscal Officer shall be reimbursed up to a maximum of \$200 for a Certified Public Accountant Certificate or a Certified Internal Auditor Certificate during a calendar year. Maximum reimbursement during a calendar year shall be \$200.

### **20.3 WHEN REIMBURSEMENT IS ALLOWED**

Reimbursement shall only apply to fees paid by the employee during the calendar year, with such reimbursement to commence upon ratification. No reimbursement shall be paid for fees of less than \$5.

### **20.4 EXTRA-HELP EMPLOYEES**

Extra-help employees are not eligible for reimbursement under these provisions.

## **ARTICLE 21      VEHICLE MILEAGE REIMBURSEMENT**

- A. The County agrees to reimburse employees for authorized use of their private vehicles on County business at the Internal Revenue Service maximum allowable rate as confirmed by the Auditor-Controller.
- B. Changes to the above rate will commence the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.
- C. It is understood that payment of vehicle mileage reimbursement to an employee provides compensation for all direct and indirect costs associated with ownership, insurance (including deductible), maintenance, and operation of the employee's vehicle(s) on County business.
- D. 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 vehicle(s) to be driven on County business in an amount not less than:
  - 1. \$100,000 per accident bodily injury and \$50,000 per accident property damage;
  - OR**
  - 2. \$100,000 combined single limit for auto liability, including bodily injury and property damage.
- E. In the event that an employee who is required by his/her department head to use a private vehicle on County business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/ her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding \$150.00, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

Effective the first pay period following Association ratification and Board approval, the maximum reimbursement available shall be increased to \$1,000.00.

## **ARTICLE 22            MEALS**

### **22.1 MEALS IN COUNTY DETENTION FACILITIES**

Employees in budgeted positions who are regularly required to remain in a County detention facility during their shift shall be entitled to receive one meal and only one meal, served during the shift. The value of such meal, if any, shall not be considered in the computation of any overtime pay.

### **22.2 MEAL ALLOWANCE IN DECLARED EMERGENCY (PUBLIC WORKS)**

The County Administrative Officer may approve, after the fact, meal allowance payments to Public Works Department employees in this representation unit for in-County meals under emergency conditions if the request is submitted within ten working days. Approval of the department head or his/her designee and the County Administrative Officer must accompany the claim.

Meal allowance payments shall be in the amount of the maximum rate specified in Section 115 of the County Procedures Manual.

Meal payment for breakfast is allowable if the required emergency work begins at least two hours before the beginning of the regular work day.

Meal payment for lunch is allowable: (1) if the required emergency work begins at least two hours before the beginning of the regular work day and ends at least two hours after the ending of the regular work day; or (2) at least 12 hours of required emergency work occurs, and the regular lunch period falls within those hours.

Meal payment for dinner is allowable: (1) if the required emergency work extends at least two hours after the ending of the regular work day; or (2) at least 16 consecutive hours of emergency work is required on any non-workday, two of which fall after the ending of the employee's regular work day.

## **ARTICLE 23            INSURANCE BENEFITS**

Timing of Payroll Deductions. The County may take monthly payroll deductions in any one pay period in a month for all insurances (including medical plans, dental plans, vision plan, long term disability plan, life insurance) for employees being newly appointed to a position in the representation unit; employees leaving the representation unit; and employees in this representation unit who are beginning or returning from leaves of absence without pay. The County may take monthly payroll deductions in any one pay period in a month for all insurances on a regular basis for all employees in this

representation unit, provided there is agreement with other employee organizations for such monthly payroll deductions in any one pay period.

Plan Documents Controlling. The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 23 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.

### **23.1 MEDICAL COVERAGE**

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

- A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules, and regulations.
- B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

- 1. For calendar year 2013, the County will provide the following monthly benefit contributions for active employees:

- a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1. Employee only = 95% of the 2013 premium for the lowest cost plan between Blue Shield Access + HMO and Blue Shield Net Value HMO (which calculates to \$636.70) less the PEMHCA contribution in 1b(1) below.
        - 2. Employee + one dependent = 90% of the 2013 premium for the lowest cost plan between Blue Shield Access + HMO and Blue Shield Net Value HMO (which calculates to \$1206.38) not to exceed a maximum 10% increase in County monthly contributions for each tier of benefits, less the PEMHCA contribution in 1b(2) below.



3. Employee + two or more dependents = 90% of the 2013 premium for the lowest cost plan between Blue Shield Access + HMO and Blue Shield Net Value HMO (which calculates to \$1568.30) not to exceed a maximum 10% increase in County monthly contributions for each tier of benefits, less the PEMHCA contribution in 1b(3) below.

b. CalPERS PEMCHA CONTRIBUTION

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

2. For calendar year 2014, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2014 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 2b(1) below.
2. Employee + one dependent = 90% of the 2014 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 2b(2) below.
3. Employee + two or more dependents = 90% of the 2014 premium average between Blue Shield Net Value HMO and Anthem Blue Cross Select HMO, less the PEMHCA contribution in 2b(3) below.
4. If the rates are greater than a 10% increase, the Association and the County shall meet and confer to discuss options.
5. Active employees, enrolled in a CalPERS health program for calendar year 2014, will receive a one-time payment of \$150.00. This one-time payment will be issued on the pay date of January 24, 2014.

b. CalPERS PEMCHA CONTRIBUTION

1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. For calendar year 2015, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only =

- a) For Blue Shield Access + HMO, Blue Shield Net Value HMO, Kaiser, PERSCARE, PERS Choice and PERS Select: \$691.90 total County contribution, including the PEMHCA contribution in 3b(1) below.
- b) For Anthem Blue Cross Select HMO: \$651.80 total County contribution, including the PEMHCA contribution in 3b(1) below.
- c) For Anthem Blue Cross Traditional HMO and United Healthcare HMO: \$704.84 total County contribution, including the PEMHCA contribution in 3b(1) below.

2. Employee + one dependent =

- a) For Blue Shield Access + HMO, Blue Shield Net Value HMO, Kaiser, PERSCare, PERS Choice and PERS Select: \$1310.97 total County contribution, including the PEMHCA contribution in 3b(2) below.
- b) For Anthem Blue Cross Select HMO: \$1235.54 total County contribution, including the PEMHCA contribution in 3b(2) below.
- c) For Anthem Blue Cross Traditional HMO and United Healthcare HMO: \$1335.48 total County contribution, including the PEMHCA contribution in 3b(2) below.

3. Employee + two or more dependents =

- a) For Blue Shield Access + HMO, Blue Shield Net Value HMO, Kaiser, PERSCare, PERS Choice and PERS Select: \$1704.26 total County contribution, including the PEMHCA contribution in 3b(3) below.
- b) For Anthem Blue Cross Select HMO: \$1606.20 total County contribution, including the PEMHCA contribution in 3b(3) below.
- c) For Anthem Blue Cross Traditional HMO and United Healthcare HMO: \$1736.12 total County contribution, including the PEMHCA contribution in 3b(3) below.

b. CalPERS PEMCHA CONTRIBUTION

- 1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  - 2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  - 3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
4. For calendar year 2016, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1. Employee only = 95% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$651.80, which includes the PEMHCA minimum contribution.
- 2. Employee + one dependent = 90% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1235.54, which includes the PEMHCA minimum contribution.
- 3. Employee + two or more dependents = 90% of the 2016 premium of the lowest cost HMO available in CalPERS health (excluding Kaiser), but not less than \$1606.20, which includes the PEMHCA minimum contribution.

b. CalPERS PEMCHA CONTRIBUTION

1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
5. For calendar year 2017, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), including the PEMHCA minimum contribution, except as provided in 5a(4) below.
2. Employee + one dependent = 90% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), including the PEMHCA minimum contribution, except as provided in 5a(4) below.
3. Employee + two or more dependents = 90% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), including the PEMHCA minimum contribution, except as provided in 5a(4) below.
4. If the County and SEIU 521 negotiate an agreement that results in a different County contribution toward active General Representation Unit employee medical for 2017, the parties agree that the County will make that same contribution toward active Middle Management Representation Unit employee medical for 2017.

b. CalPERS PEMCHA CONTRIBUTION

1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
  3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
- C. Waiver of Coverage. Effective as soon as administratively possible, but no later than January 2015, employees electing no medical coverage must provide proof of alternate coverage and may opt out of County health insurance coverage as set forth in Section 23.1, and, in lieu, receive a cash payment of \$200 per month. Reimbursements to employees shall be made on a quarterly basis.
- D. 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 PEMHCA or any other CalPERS-approved County offered alternate medical plan in which they are enrolled.
- E. 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.
- F. Should CalPERS require a contribution to the Public Employees' contingency Reserve fund, employees hereby authorize payroll deductions equivalent to any such contributions required by CalPERS.
- G. 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.
- H. Survivor Coverage. Upon the death of an active employee who has dependents covered under a medical plan offered through the County, the County shall provide reimbursement of medical premium costs for five (5) months following the death of the employee for the surviving eligible dependents.

## **23.2 DENTAL CARE**

The County agrees to pay the premium for eligible employees and their dependents for dental coverage during the term of this agreement. Employees and dependents must be enrolled in the same dental plan.

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

### **23.3 LONG TERM DISABILITY**

The County agrees to pay the premium and to maintain the long-term disability plan with a \$13,500 maximum insured salary for the employees in the Middle Management Representation Unit. The County agrees to pay for any increase in the premium for employee coverage for the term disability plan during the term of this agreement.

### **23.4 LIFE INSURANCE**

The County agrees to maintain and pay the premium for a \$50,000 life insurance plan with AD&D for eligible employees during the term of this agreement. The amount of coverage decreases for employees age 70 and above in accordance with the terms of the plan document. Employees may purchase up to an additional \$100,000 in life insurance in accordance with the terms of the plan.

### **23.5 VISION CARE**

- A. The County agrees to pay the premium for the employee and to maintain the vision plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee coverage for vision care benefits during the term of this agreement.
- B. The vision plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under the vision plan must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year.
- C. Effective 5/6/95, the vision plan was amended so that the maximum contact lens reimbursement rate is equal to that for frames and lenses.
- D. 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.

### **23.6 PART-TIME EMPLOYEE BENEFITS**

The County agrees to pay contributions for employees who occupy part-time budgeted positions (i.e., at least twenty (20) hours a week) in the same manner as is provided for regular full-time employees for medical, dental, vision, life, and long-term disability insurance benefits.

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

As used herein (Article 23.7), "Advanced payment" means payment must be received by the Employee Insurance/Benefits Division of the County Personnel Department or

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

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

For continuance of medical coverage through a CalPERS health plan, the employee must apply to CalPERS in advance of the leave of absence without pay. The County and Association agree to abide by CalPERS requirements (Public Employee 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, in which case payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, long-term disability, vision and dental insurances.

If the employee does not pay for insurance coverage during the leave of absence he/she is treated like a new employee with regard to determining when coverage begins for each type of insurance. Should employees and/or their dependents not be covered during a leave of absence without pay, they will be treated as initial enrollees for all insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

- B. When an employee is on a leave of absence without pay for one full pay period or longer for any reason, coverage under employee insurances (e.g., medical, dental, vision, life, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.
  - 1. Federal Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) Leaves of Absence, hereafter referred to as FMLA/CFRA. See County Form PER1050, "notice to employees of Rights Under Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)." The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA/CFRA leave of absence without pay as if the employee were working or on paid leave. Employees on an approved FMLA/CFRA leave shall be responsible for their medical premium costs during such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances.

Should the period of leave of absence without pay extend beyond the duration of any approved FMLA/CFRA leave to which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (23.7 B).

2. Continuation of Employee Insurance Coverage While on Other Medical Leave of Absence (non-FMLA/CFRA Leave).
  - a. The County's contribution towards Employee Only medical, dental, vision, life insurance and LTD coverage shall continue during the period of the employee's Other Medical Leave of Absence without pay.
3. Continuation of Employee Insurances While on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution amount towards any insurance benefits for themselves or their dependent(s).
4. The County shall have the right to recover from the employee any insurance contribution amounts unpaid and non-recoverable with regard towards employee/dependent coverage through payroll deduction, attachment or wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

### **23.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENT**

Employees shall be liable for payment for all services received under insurance plans by ineligible dependents and for any contributions made on the dependent's behalf by the County.

It is the responsibility of each employee to notify the Employee Insurances/Benefits Section of the Personnel Department upon any enrolled dependent(s) becoming ineligible.

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

All employees must enroll in dental, vision, life and long-term disability group insurances provided for employees in the Middle Management Association. Such employees may enroll eligible dependents under the enrollment and eligibility provisions specified in the plan documents for the group dental and vision insurances. Any dependents of an employee must be enrolled in the same dental plan as the employee. Effective each year of this Memorandum of Understanding, the County shall cause an open enrollment to take place in the dental, vision, and alternate medical plans to be scheduled concurrent with CalPERS medical plan enrollment.



## **23.10 EMPLOYEE ASSISTANCE PROGRAM**

The County provides an Employee Assistance Program.

## **ARTICLE 24 VACATION**

### **24.1 ELIGIBILITY**

- A. Full-Time Employees. Each employee in a full-time position shall be entitled to receive a vacation after the 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 of service.

- B. 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 the completion of the required hours of service equivalent to one year.

- C. Extra-Help Employees. Extra-help employees shall not be eligible for vacation.
- D. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for vacation.
- E. Employees Reappointed from Layoff. Employees who are laid off and then reappointed within a period of 24 months to layoff shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for vacation leave.

### **24.2 VACATION ALLOWANCE**

- A. Newly Appointed Middle Management Employees.
1. Eligible full-time employees newly appointed shall be credited with 128 hours of vacation upon completion of 2080 hours of service.
  2. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions, upon completion of the required hours of service under subsection 24.1 B of this section.

3. Thereafter, each eligible part-time and full-time employee shall accumulate vacation leave for subsequent completed hours of service as follows:

2080-10,400 hours of service (approximately 1 through 5 years);.0615 hours per hour of service (approximately 16 days per year of service).

10,401-20,800 hours of service (approximately 6 through 10 years);.0807 hours per hour of service (approximately 21 days per year of service).

20,801-31,200 hours of service (approximately 11 through 15 years); 0.1 hours per hour of service (approximately 26 days per year of service).

31,201 hours of service and over (approximately 16 years and over);.1192 hours per hour of service (approximately 31 days per year of service).

**B. Employees Reappointed from Layoff (Within 24 Months)**

1. The original appointment date and hours of service completed during prior employment with the County by reappointed employees shall determine the vacation accrual rate.
2. Employees in budgeted positions who were not eligible for vacation at the time of layoff shall, upon reappointment, be credited with hours of service accrued prior to layoff for purposes of determining the vacation accrual rate.
3. Payoff of unused vacation leave to employees at the time of layoff eliminates all earned vacation.

**24.3 LIMITATIONS ON USE**

**A. At Convenience of Department.**

Vacation shall be taken at time designated by the various department heads.

**B. Maximum Accrual.**

Vacation credits may only be accumulated to a limit of 2.5 times the number of vacation hours being earned.

**C. Increments.**

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

D. No Loss of Credits.

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

E. Middle Management - Vacation Loss Protection.

To the extent that a department is unable to schedule vacation time off for an employee in the Middle Management Unit, the vacation time of such employee which would otherwise be lost due to being in excess of the maximum accrual rate shall instead be compensated in cash.

On and after July 31, 1993, employees shall no longer be eligible for compensation in cash for vacation in excess of the maximum accrual rate except when so specified in an emergency declared by the County Administrative Officer.

F. No Duplication with Worker's Compensation.

Accrued vacation may be prorated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

#### **24.4 VACATION PAYOFF UPON SEPARATION**

Full-time and part-time employees who are eligible for vacation under sub-section 24.1 of this section, shall be paid the monetary value of any earned vacation to their credit at the time they separate from the County service. Payoff of unused vacation upon separation eliminates all earned vacation accrued to the employee.

### **ARTICLE 25 HOLIDAYS**

A. Holidays Specified

1. The following are holidays for eligible employees in this unit:
  - a. January 1, known as "New Year's Day"
  - b. The third Monday in January, known as "Martin Luther King Day"
  - c. The third Monday in February known as "President's Day"
  - d. March 31, known as "Cesar Chavez Day"
  - e. The last Monday in May known as "Memorial Day"
  - f. July 4 known as "Independence Day"
  - g. The first Monday in September, known as "Labor Day"
  - h. The second Monday in October, known as "Columbus Day"
  - i. November 11, known as "Veterans' Day"
  - j. The Thursday in November appointed as "Thanksgiving Day"
  - k. The last Friday in November, - the day after "Thanksgiving Day"
  - l. Half day on December 24, known as "Christmas Eve"
  - m. December 25, known as "Christmas Day"

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

## B. General Provisions.

### 1. Compensation

- a. When a holiday falls on an employee's regular workday, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work.
  - b. When a holiday falls on a day other than an employee's regularly scheduled work day, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work, or the employee may be allowed to take an equal amount of time off on a work day in the same work period in lieu of the holiday.
2. Abnormal Work Schedule. Employees whose weekly work schedule is different from a normal 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.
  3. Qualifications for Pay. In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, vacation) on his/her last scheduled work day prior to the holiday and his/her first scheduled workday following the holiday.
  4. During Paid Leave. A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

## C. Holiday Compensation - Regular Part-Time Employees

Employees working in regular part-time positions shall receive holiday benefits as follows:

1. Holiday compensation shall be provided only for hours proportionate to those budgeted for the part-time employee's position (e.g., an employee working in

a twenty (20)-hour-a-week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week).

2. Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or by allowing the part-time employee to take time off in the same work 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 (e.g., sick leave, vacation) his/her last scheduled workday prior to the holiday and his/her first scheduled work day following the holiday.

These provisions apply only to regular budgeted part-time positions that require between twenty and thirty-nine (20 and 39) hours of work per week.

## **ARTICLE 26      SICK LEAVE**

### **26.1 ELIGIBILITY**

#### **A. Full-time Employees.**

Each employee in a full-time position shall be entitled to receive sick leave after the completion of 1040 hours of service.

#### **B. 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.

#### **C. Extra-Help Employees.**

Extra-help employees shall not earn sick leave.

#### **D. 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.

E. 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.

## **26.2 SICK LEAVE ALLOWANCE**

A. Employees Reappointed from Layoff (within 24 months)

1. 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.
2. Conversion of unused sick leave at time of layoff eliminates all earned sick leave accrued by employees.

B. Other Eligible Employees.

1. Eligible full-time employees shall be credited with 24 hours of sick leave upon completion of 1040 hours of service.
2. Eligible part-time employees shall be credited with sick leave on a prorated basis proportionate to the authorized hours of their position, upon completion of the required hours of service under subsection A 2 of this section.
3. Thereafter, each eligible part-time and full-time employee shall accumulate .0231 hours of sick leave for each subsequent completed hour of service (approximately 6 days per year of service).

## **26.3 PERMISSIBLE USES**

A. Employee. Sick leave with pay can only be used in case of a bona fide illness of the employee upon the approval of the department head.

B. Family.

1. In conformance with State law, employees shall be granted permission to use accrued sick leave to attend to the illness of a child, parent or spouse/domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or child, parent or spouse/domestic partner. As used in this paragraph, "child" means a biological, foster or adopted child, step-child, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.

2. The maximum sick leave that must be granted under this provision in a calendar year is equal to the amount of sick leave the employee will accrue in a six-month period.
- C. The Personnel Director or department head may require evidence in the form of a physician's and/or the County medical director's certificate of the adequacy of the reason for an absence.

#### **26.4 LIMITATIONS ON USE**

- A. Sick leave is not allowed when the disability results from willful self-inflicted illness, injury or misconduct, or in the event of disability sustained on a leave of absence.
- B. Accrued sick leave may be prorated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
- C. An employee may use all sick leave accrued prior to going on a leave of absence without pay for illness, injury, or incapacity to work.
- D. An employee must use all accrued sick leave during an absence from work for an occupational injury in County service.

#### **26.5 MAXIMUM ACCRUAL**

Sick leave and any unused portion thereof may only accrue until it has reached a total of 1440 hours.

#### **26.6 CONVERSION OF UNUSED SICK LEAVE UPON SEPARATION**

Employees appointed to budgeted positions shall be eligible for conversion of unused sick leave upon separation as specified immediately below.

- A. 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 to 10,400 hours of service prior to such separation shall thereupon be paid 10% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 450 hours.

10,401 to 20,800 hours of service prior to such separation shall thereupon be paid 50% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 450 hours.

20,801 or more hours of service prior to such separation shall thereupon be paid 75% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 450 hours.

- B. Effective December 2005 any employee in a full-time position who retires from County employment with 20,800 or more hours of service prior to such retirement shall thereupon be paid 100% of the sick leave balance up to a maximum of 600 hours.
- C. Any employee in a part-time position shall be eligible for conversion of sick leave as set forth in subsection 26.6.A & B. of this Article, provided, however, that the hours of service required of part-time employees shall be computed on a prorated basis proportionate to the number of authorized hours for the employee's position.

## **26.7 COMPUTATION**

The monetary value of the unused sick leave shall be computed by multiplying the employee's regular hourly rate of compensation at the time of separation from employment by the number of hours of unused sick leave, not to exceed the amounts specified in 26.6 A or B.

## **26.8 UNUSED SICK LEAVE**

All unused sick leave is eliminated upon separation of an employee.

## **ARTICLE 27 ADMINISTRATIVE LEAVE**

### **27.1 ELIGIBILITY**

- A. Full-time/Part-time Management Employees. Employees in full-time and part-time positions designated as Management by the Board of Supervisors, except elected County officers are eligible for administrative leave.
- B. Extra-Help Employees. Extra-help employees shall not earn administrative leave.
- C. Provisional Employees on Original Appointment. A provisional employee on an original appointment to a position designated as Management shall be eligible for administrative leave. Such an employee shall be considered eligible for administrative leave from the beginning date of the original, provisional appointment.
- D. Reappointed Employees. Management employees who are reappointed within two years of separation from a management position, whether by layoff or other reason, shall begin earning administrative leave upon reappointment. Such employees shall not receive an initial credit or advance of administrative leave upon reappointment.



- E. Reinstated Employees. Employees reinstated in a position designated as Management within two years after resignation shall be eligible to begin earning administrative leave again. Such employees shall not receive an initial credit or advance of administrative leave upon reinstatement.

## **27.2 INITIAL CREDIT UPON APPOINTMENT**

### **A. Initial Credit.**

1. Full-time Management Employees. Eligible employees in full-time positions shall be advanced an initial credit of forty (40) hours of administrative leave at the time of appointment to a management position.
2. Part-time Management Employees. Eligible employees in part-time positions shall be advanced an initial credit of administrative leave equal to the number of authorized weekly hours of their position at the time of appointment to management position.
3. Initial Credit Earnings and Limitations. The initial credit of forty (40) hours advanced to eligible employees is earned at the rate of .0192 hours for each hour of service following appointment to a management position. Initial credit for administrative leave is earned by the employee only during their first year of employment in a management position or during their first year of employment upon reappointment to a management position provided that a 24 month period has elapsed since their previous employment as a County Management employee.

- B. Should an employee's scheduled hours change during the first year of employment in or reappointment to a management position, no change shall be made in the initial credit received by the employee.

- C. Should the employee not work sufficient hours during the first year of employment to earn credit for the initial hours advanced, the unearned advanced administrative leave shall be deducted from continuing administrative leave or vacation hours to the employee's credit.

## **27.3 CONTINUING ADMINISTRATIVE LEAVE**

In addition to the initial credit of administrative leave provided in paragraphs A and B of subsection 27.2 of this section, each eligible employee shall earn .0385 hours of administrative leave for each hour of service (approximately eighty (80) hours per year full-time employees) in a part-time or full-time position designated as Management.

## **27.4 PERMISSIBLE USES**

- A. Non-trainee management employees may elect to utilize any administrative leave to their credit for paid leave or may receive cash payment for such administrative leave

at their regular hourly salary rate. Usage of administrative leave for paid leave shall be subject to the same limitations as the use of vacation leave except that no minimum period of employment shall be required at any time before administrative leave may be utilized. Such employees may request at any time a cash payment for all or a portion of the unused administrative leave to their credit.

- B. Trainee management employees may utilize any administrative leave to their credit for paid leave. Usage of administrative for paid leave shall be subject to the same limitations as the use of vacation leave except that no minimum period of employment shall be required at any time before administrative leave may be utilized.

## **27.5 MAXIMUM ACCRUAL**

No Management employee shall be permitted to accrue more than 120 hours of administrative leave to his or her credit.

## **27.6 SEPARATION FROM A MANAGEMENT POSITION**

- A. Employees who separate from a Management position shall be paid off for any administrative leave to their credit, except as noted below.
- B. Use of Initial Credit Before Earned. Employees who, for any reason, separate from a management position prior to earning in full the initial credit of administrative leave shall have any administrative leave or vacation leave hours to their credit thereupon reduced to the extent the initial credit has been used but not yet earned. In the event the employees do not have sufficient administrative leave or vacation leave hours to their credit to permit the deduction of unearned advanced administrative leave, the monetary value of the unearned advanced administrative leave shall be offset against the separation pay of the employee or otherwise be a charge against the employee.

## **ARTICLE 28        OTHER LEAVES WITH PAY**

### **28.1 REQUIRED COURT LEAVE**

#### **A. Regular Employees**

1. All employees except extra-help shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
  - a. as jurors; or
  - b. as witnesses on behalf of the County, unless such service is part of the employee's work assignment; or

- c. as 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 assignment.
2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their County positions during the period of required court attendance.
3. Any regular employee assigned to swing or graveyard shift shall, for the hours of required court leave, be entitled to an equal amount of time off as leave with pay during the same work period.
4. Employees scheduled for required court attendance on their day off shall have the time served credited as hours worked towards their scheduled work period.

#### B. Extra-Help Employees.

Extra-help employees scheduled to work on a day when required to serve as jurors in a court of law shall be granted leave with pay for jury duty only.

#### C. Salary While On Jury Duty.

No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the County the fee for jury duty. If they have not so waived or remitted the jury fee, they shall be paid only for the time actually worked in the County positions.

### **28.2 BEREAVEMENT LEAVE**

Employees in this representation unit shall be granted bereavement leave with pay by their Appointing Authority in the case of the death of a spouse or the domestic partner of the employee as recognized by the County after submission of an Affidavit of Domestic Partnership, a parent of the employee/or the employee's spouse/domestic partner, a step-parent of the employee or the employee's spouse/domestic partner, a grandparent of the employee, a sister or brother of the employee or the employee's spouse or domestic partner. The children, grandchildren, step-children or adopted children of the employee or of the employee's spouse/domestic partner.

Family members listed above pertaining to the employee's domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership.

Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California. The hours of bereavement leave for part-time employees shall be proportionate to the number of

authorized hours of the employee's position. One "day" of bereavement leave as used in this Article shall be equivalent to eight hours for full-time employees, and shall be prorated for part-time employees.

## **ARTICLE 29      NATURAL DISASTER**

In the event of a natural disaster or equivalent event for which the Board of Supervisors or County Administrative Officer deems it necessary to temporarily close an affected County facility, the County Administrative Officer shall authorize pay for time not worked by employees in this unit subject to the limitations of this Article. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight (8) Scheduled Hours – one hour for each scheduled work hour missed  
Second Eight (8) Scheduled Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by vacation, administrative leave, or compensatory time.

Third Eight (8) Scheduled Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by vacation, administrative leave, or compensatory time.

Additional Scheduled Hours - No compensation, except employee may use vacation, administrative leave, or compensatory time.

## **ARTICLE 30      LEAVE OF ABSENCE WITHOUT PAY**

(Also see Family Care and Medical Leave Notice at the end of this Agreement or Section 168.4 of the Personnel Regulations.)

### **30.1 GENERAL PROVISIONS**

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. 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.

### **30.2 DEPARTMENTAL LEAVE OF ABSENCE WITHOUT PAY THROUGH 160 WORKING HOURS**

A. A departmental leave of absence without pay shall not exceed 160 working hours for a full-time employee (prorated for part-time employees -- e.g., 80 hours for a half-time employee).

## B. Eligibility.

1. Permanent and Non-Civil Service Employees. An employee who has permanent or non-Civil Service status in their present class may be granted leave of absence without pay by the appointing authority for the purpose of improving the training of the employee for their position or career in the County Service, for cases of extended illness for which paid leave is not available, or in the event of urgent personal affairs that require the full attention of the employee.
2. 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 or as may be required under Federal or State Family Leave Acts.
3. Extra-Help Employees. Extra-help employees are not eligible for leave of absence without pay.

### **30.3 COUNTY LEAVES OF ABSENCE WITHOUT PAY (IN EXCESS OF 160 WORKING HOURS)**

Employees may be granted a leave of absence without pay in excess of 160 hours (prorated for part-time employees) in accordance with paragraphs 2 (a) and (b) of Section B of this Article 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 D.

### **30.4 RIGHT OF RETURN**

- A. Permanent Employees. The granting of a leave of absence to an employee who has permanent status in her/his present class guarantees the right of her/his return to a position in the same class in her/his department at its expiration, or an earlier date mutually agreed upon by the department and the employee.
- B. Probationary and Provisional Employees on Original Appointment and Non-Civil Service Employees. The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status or in a position with non-Civil Service status does not guarantee the right of return.
- C. Notwithstanding other provisions of this Article, 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.

### **30.5 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS**

Leaves of absence without pay shall be deducted from hours served for purposes of step advancement, probationary period, and County service, except as may be required by Worker's Compensation provisions.

### **30.6 LIMITATION ON USE**

- A. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.
- B. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.
- C. 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.
- D. Specific beginning and ending dates must be identified for any leave without pay.
- E. Paid leave shall not be received or earned for any period of leave of absence without pay.

### **30.7 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.

### **30.8 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY**

To assure continuation of insurance benefits, employees must notify the Employee Insurances/Benefits Section of the County Personnel Department when granted a leave of absence without pay in excess of one pay period.

## **ARTICLE 31        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 or 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 the Civil Service Rules. The appeal is solely limited to the questions of whether it was impossible for the employee to contact the department of employment, and whether the employee did contact the department at the first opportunity.

## **ARTICLE 32            RETIREMENT**

### **32.1 RETIREMENT (PERS) - LOCAL MISCELLANEOUS MEMBERS**

A. The County contracts with PERS for the Miscellaneous retirement plan.

1. Tier 1 - The County's current contract with CalPERS provides for the 2% at age 55 Retirement Plan formula with benefits based on the employee's single highest year of compensation (FAE1) for employees hired on or before December 16, 2012.
2. Tier 2 - Employees hired between December 17, 2012 and December 31, 2012 shall be subject to the CalPERS 2% at age 60 formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 - Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by the Public Employees' Pension Reform Act (PEPRA) shall be subject to the 2% at age 62 CalPERS retirement formula with retirement benefits based upon the employee's final average compensation of three (3) years (FAE3).
4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in section 32.1.A.1 (Tier 1) or section 32.1.A.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.
5. All employees in the Tier 1 or Tier 2 CalPERS Miscellaneous retirement plan shall continue to contribute 7% toward their retirement benefits.
6. Effective the first pay period following Board approval and Association ratification of this Agreement, all employees in the Tier 3 CalPERS Miscellaneous retirement plan shall increase their retirement contribution from 6.25% to 7%. If 7% is greater than one half the normal cost of the employees' retirement plan, any difference between 7% and one half the normal cost shall be considered an employee "pick up" of the employer contribution. The employee contribution shall not fall below 7% even if one half of the normal cost of their retirement plan decreases. If one half of the normal cost of the Tier 3 benefit increases to a level above 7%, the Tier 3 employees' retirement contribution shall immediately

increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA.

- B. Miscellaneous Members in this unit participate in the IRC Section 414(h)(2) which requires employee to pay the employee CalPERS contribution. This section does not apply to any Probation employees in Safety Retirement in this unit.
- C. Implementation of IRC Section 414(h)(2). Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for CalPERS retirement benefits, in accordance with Subsection B of this Article (32.1) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional 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 contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

### **32.2 RETIREMENT (CalPERS) – SAFETY MEMBERS**

- A. The County contracts with PERS for the following County Peace Officer Safety retirement plan formulas:
  - 1. Tier 1 - The County's current contract with CalPERS provides for the 2% at age 50 Retirement Plan formula with benefits based on the employee's single highest year of compensation (FAE1) for employees hired on or before June 8, 2012.
  - 2. Tier 2 - Employees hired between June 9, 2012 and December 31, 2012, shall be subject to the CalPERS 2% at age 50 formula with retirement benefits based 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 PEPRA shall be subject to the 2.7% at age 57 FAE3 CalPERS retirement formula.
  - 4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new" members (Tier 3) shall be subject to the retirement plan formula described in paragraph 32.2.A.1 (Tier 1) or paragraph 32.2.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). All employees in the Tier 3 Safety retirement plan shall pay 10% or one half of the normal cost of the benefit specified in Article 32.2.A.3., whichever is greater. If one half of the normal cost of the Tier 3 benefit increases, the Tier 3 employees’ retirement contribution shall also immediately increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost of the Tier 3 benefit decreases, the Tier 3 employees’ retirement contribution shall remain at 10% and any difference between 10% and one half the normal cost shall be considered an employee “pick up” of the employer contribution.
6. Employees in the Tier 1 and Tier 2 CalPERS 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 Safety retirement plans shall contribute an additional .5% toward the cost of their retirement plan, for a total contribution of 9.5%. The 9.5% includes .5% toward the employer contribution.
7. Effective September 12, 2015, all employees in the Tier 1 and Tier 2 CalPERS Safety retirement plans shall contribute an additional .5% toward the cost of their retirement plan, for a total contribution of 10%. The 10% includes 1% toward the employer contribution.

#### C. Implementation of IRC Section 414(h)(2)

The County implemented the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996. Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Subsection A.1 of this Article (32.2) immediately above, as being “picked-up” by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being “picked-up” by the County and such PERS contributions shall revert to being made on a post-tax basis.

### **32.3 RETIRED EMPLOYEES**

- 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 (PEMHCA) 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 (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contribution is as follows:
  1. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's medical contribution towards retiree health insurance shall be the PEMHCA minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. This amount shall be paid directly to CalPERS. In addition, the County may make a longevity contribution (as defined in 32.3.B.2 and 32.3.B.3, below) to reimburse retirees or qualifying family members of a deceased annuitant (see section 32.3.C) for a portion of the cost of the health premium deducted from the retiree's pension. Longevity contributions shall be paid directly to the retiree or a qualifying family member of a deceased annuitant (see section 32.3.C) by the County on a monthly 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 less the PEMHCA minimum 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. For retirees with 6+ years of County service, each additional year of service above 5 years shall be recognized with a fixed dollar increase per year, as shown on Attachments A and B, to a maximum of \$507 at the age of 55 with 20 years of service for Retiree Only and to a maximum of \$557 at the age of 55 with 20 years of service for Retiree Plus one or more dependents.
    - c. For retirees with 6+ years of County service, each additional year of service beyond age 55 shall also be recognized with a 5% increase, as shown on Attachments A and B to a total County Contribution maximum of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
    - d. Upon the retiree or the qualifying family member of a deceased annuitant (see Section 32.3.C) attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMCHA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachments A and B.

- e. Effective in any calendar year that the PEMCHA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee with 6+ years of service, the longevity schedules (See Attachment A and Attachment B) shall be revised to reset the fixed dollar increase per year for years 5-20, thereby ensuring that the provisions of Section 32.3.B.2.(b) are met.
- f. Increases to the County contribution pursuant to Section 32.3.B.2.(e) shall only apply to retirees with retirement dates on or after the date of said revisions(s) to Attachment A and/or Attachment B.
- g. Retiree's contributions from the County shall remain fixed at the amount determined at the date of their retirement (per Attachment A and B) unless and until, during negotiations, this bargaining unit and the County agree to an increase in the maximum County contribution of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
- h. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.
- i. Employees who retire under a disability will receive the greater of a) 3 X PEMCHA minimum or b) the benefit as determined by the longevity schedule.

### 3. Effective January 1, 2014

The County's contribution to the monthly health premium is calculated based on age at retirement and number of County service years and is available only to County employees in the Classified Service that have attained permanent status.

One County service year begins on the date of hire to a regular position and extends to one year (12 months) later and each anniversary date after that until termination and retirement.

County service years are unharmed by termination. If an employee leaves County service for any reason and later returns to County service, the number of calendar days from the date of first hire to date of first departure shall be added to the employee's time of County service, for purposes of determining County service.

When an employee is ready to retire they may request the County to provide them with a document that lists their total County service years. If they disagree with the report, they shall be provided an opportunity to submit information supporting a differing conclusion. If necessary, they may appeal to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

4. The County recognizes the years of service and age of retirement of the retired employee and will provide the retiree's longevity contribution (as defined in Section 32.3.B.2 and 32.3.B3 above) to a qualifying family member of a deceased retiree for a portion of the cost of the CalPERS health premium deducted from the retiree's pension. A family member is defined under California Public Employees' Retirement Law, §22775. Eligibility for benefits is in accordance with California Public Employees' Retirement Law, § 22819.1.
5. Nothing in this agreement guarantees retirees, their dependents or their survivors continued health coverage upon or after the expiration of this Memorandum of Understanding. The County reserves the right to make modifications to retiree health coverage, including termination of coverage, upon or after the termination of this amendment or the underlying Memorandum of Understanding.

## **ARTICLE 33 LAYOFF PROVISIONS**

### **33.1 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.

### **33.2 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.

### **33.3 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.

### **33.4 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.

### **33.5 ORDER OF LAYOFF**

Whenever it is necessary to layoff one or more employees in a department, the Personnel Director will prepare a list of the order of layoff in accordance with the following:

- A. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- B. Extra-help employees performing work within the affected class(es) shall be laid off first;
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;
- E. Permanent employees working in the affected class(es) who have received a substandard evaluation on their last two scheduled performance evaluations shall be laid off next in reverse order of seniority, i.e., the employee with the least seniority as defined in Section 33.7 below being the first to be laid off; and
- F. Permanent employees with a standard evaluation or better on at least one of their last two scheduled performance evaluations working in the affected class(es) shall be laid off last in reverse order of seniority as defined below in Section 33.7.

Notwithstanding the above, an appointing authority may make an exception to retain an employee who possesses essential skills, provided, however, that the Middle Management Association and the County agree to meet and confer at the earliest opportunity concerning such an exception and to conclude the meet and confer process within ten (10) days unless both parties agree to an extension.

### **33.6 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 Section 33.7 below. 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.

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

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to County employees in the Classified Service who have attained permanent status.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one seniority point for each full 80 hours of authorized service in a class while in continuous County service.

- A. Authorized hours of service are the number of hours formally established for a position by the Board of Supervisors or County Administrative Officer action. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.
- B. Continuous County Service is service uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be deducted from the authorized hours of service total for purposes of determining seniority credit.

For purposes of seniority only, an employee who is laid off and reappointed to a regular position within two years of layoff shall not be considered to have terminated. However, no seniority credit shall accrue for such an employee during the period of layoff.

For purposes of layoff, displacement, and involuntary reduction in authorized hours, seniority credit shall accrue for classes in which permanent status has been obtained. Seniority may be accumulated when moving from one department to another (e.g., through promotion, transfer, or demotion), however, it shall only apply to the department in which a workforce reduction is to occur and only for classes designated for layoff or affected by displacement or involuntary reduction in authorized hours within the department.

Seniority credit for prior service in higher or equal levels in which permanent status was obtained shall be applied to a current class in which permanent status has been obtained.

Permanent service in two classes at the same level shall be combined and accrue to the most recent class for seniority credit.

Seniority in the current class shall be added to seniority in the next lower class in which permanent status has been obtained for purposes of displacement.

Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step salary for the classes.

If an employee has achieved permanent status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower level class, if any, in which the employee has achieved permanent status based on the salary relationship in existence at the time the class was abolished.

Probationary and provisional service in a class will not be credited for seniority in the class unless permanent status is achieved in the class without a break in service. If permanent status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved permanent status in continuous service.

Employees who have been promoted from a lower class to a higher class through a reclassification action since July 1, 1977, shall have one-half of their seniority credits in the lower class applied to the higher class upon completion of probation in the higher class.

### **33.8 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 within 10 working days of making such a request, but no more than once per year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or retitled classes may be appealed to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

### **33.9 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 lists established for each class in which they have reemployment rights. Such employees shall be placed on the Departmental Reemployment List in order of seniority, and such employees shall also be placed on a County-wide Reemployment List as a bloc in no particular order.

A. Departmental Reemployment Lists. If an opening occurs in the department from which employees were laid off, those on the reemployment list will be certified to positions in the class in from which they were separated on a one-to-one basis in order of seniority. A Departmental Overfill List is the only list that shall have precedence over a Departmental Reemployment List. (Civil Service Rules, Section IV.)

A department may request selective certification of bilingually qualified employees from a Departmental Reemployment List for a vacant position that is designated as bilingual pursuant to Article 18.2. If there is no departmental reemployment list, the

order of certification shall be: (1) County-wide Overfill List; (2) County-wide Reemployment List, and (3) other employment lists as specified in Civil Service Rule VI B 2.

- B. County-wide Reemployment Lists. If an opening occurs in a class in departments other than the one in which the layoff took place, the Personnel Director shall certify the County-wide overfill Lists for that class to the other department(s). If there is no County-wide Overfill List for the class, the next list to be certified shall be the County-wide Reemployment List. Names on such a County-wide Reemployment List shall be certified together as a bloc in no particular order.

A department may request selective certification of bilingually qualified employees from a County-wide overfill List for a vacant position that is designated as bilingual pursuant to Article 18.2. If there is no County-wide Overfill List, the order of certification shall be: (1) County-wide Reemployment List., and (2) other employment lists as specified in Civil Service Rule VI B 2.

- C. Retention of Reemployment List Status. A laid-off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

1. He/she refuses one offer of an interview or one offer of reemployment in the class from which he/she was laid off or displaced;

OR

2. 24 months have elapsed from the date of layoff or displacement.

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

### **33.10 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 employees shall submit complete, up-to-date employment applications upon request of the Personnel Department. Assistance to be provided to such employees by the Personnel Department will entail:

- A. Referral of laid off probationary employees on a "re-entry" list for consideration of appointments to the class from which laid off, along with persons on other eligible lists.



- B. Referral of reemployment lists as alternate lists to vacancies in other classes for which there are no employment lists, in accordance with Civil Service Rules.
- C. Referral of "re-entry" lists as alternative lists to vacancies in other classes for which there are no employment lists in accordance with Civil Service Rules.
- D. Job search training for groups of affected employees, within staffing and on-going workload limitations.
- E. Counseling with respect to placement in other County jobs, within staffing and ongoing workload limitations.

Employees whose names remain on a reemployment list may compete in promotional examinations pursuant to Civil Service Rule VIII.

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

Notwithstanding any other provisions of this Article (Article 33), 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.

### **33.12 PRIOR ALTERNATIVE MERIT EMPLOYMENT SYSTEM EMPLOYEES**

In the event of the abolishment of the Alternative Merit System and inclusion of positions in that system in the classified service, employees who held budgeted positions excluded from the classified service while in the Alternative Merit Employment System shall have their service in such positions count as if it were service in the classified service for purposes of layoff only. Departmental Reemployment Lists established in the event of and prior to the abolishment of the Alternative Merit Employment System shall be maintained separately for a department.

### **33.13 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY**

For purposes of layoff only, an employee with hours of service equivalent to at least six months continuous probationary service in a class may be considered to have attained permanent status in that class provided all the criteria specified below are met.

- A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series.
- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.
- C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.

- 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 uninterrupted, and that the two classes are in the same class series.

## **ARTICLE 34      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 Middle Management 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 or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment; or
  - b. A management interpretation or application of the County Procedures Manual, Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the Middle Management 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 30;
- f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code;
- g. Complaints regarding Equal Employment Opportunity and the Americans with Disabilities Act or applicable County, State, or Federal laws and/or procedures for such complaints;
- h. Complaints regarding Worker's Compensation or the applicable procedures for such complaints; and
- 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 5 is grievable.)

#### B. Presentation.

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the 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 the following provisions and procedures.

#### C. General Provisions.

1. The provisions of this Article shall not abridge any rights to which an employee may be entitled under the County's limited civil service system, or merit employment system, nor shall it be administered in a manner which would abrogate any power which, under the limited civil service system, or merit employment system, is the sole province and discretion of the Civil Service Commission.
2. Failure of the employee to file a grievance or an appeal within the required time limits at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit of any step shall result in an automatic advancement of the grievance to the next step.
3. In no event shall any grievance include a claim for money relief for more than a sixty (60) day period prior to filing of the grievance.
4. Time limits specified in the processing of grievances may be waived by mutual agreement in writing.

5. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.
6. No hearing officer shall entertain, or make finding of fact or recommend on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in the Article.

#### D. Procedure.

##### 1. Informal Grievance

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

##### 2. Formal Grievance

- a. STEP 1: Within twenty (20) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the department head or designated representative with a copy to the Personnel Director. 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;

(2.) The specific nature of the grievance;

(3.) The date, time and place of occurrence or discovery;

(4.) Specific provision(s) of the Memorandum of Understanding or Section 160 of the County Procedures Manual alleged to have been violated;

(5.) Any steps that were taken to secure informal resolution;

(6.) The corrective action desired; and

(7.) The name of any person or representative chosen by the employee to enter the grievance.

The employee shall be allowed reasonable time to meet with a designated steward. A reasonable amount of time will be granted the employee and steward to handle the initial investigation and

processing of the grievance. The steward may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The department head or designated representative shall provide a written decision within twenty (20) days of receipt of the grievance.

- b. STEP 2: If the aggrieved is not satisfied with the first step decision, he or she may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the Personnel Director or designated representative. The Personnel Director or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal.
- c. STEP 3: The decision(s) of the Personnel Director may be appealed within fourteen (14) calendar days to a Hearing Officer. The written appeal shall be filed with the Personnel Director. Only the Association may file an appeal to a Hearing Officer (arbitrator).
- d. STEP 4: Hearing Officer (Arbitrator) – The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any. The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.
  - (1) Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.
  - (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.) At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate

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

- (4) Except when briefs are submitted as specified in the proceeding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
- (5) The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Board of Supervisors, State Law, or written rule.
- (6) The decision of the hearing officer shall be final and binding upon the parties.

## **ARTICLE 35      WORK IN A HIGHER CLASS**

In the event of an absence of an employee in a budgeted position in this unit that is a result of sick leave, administrative leave, vacation, compensatory time off or a vacancy for any reason, a regular employee in this representation unit may be temporarily assigned by the appointing authority to perform the full range of duties of the position of the absent employee, with the prior approval of the Personnel Director. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class: (1) the employee must meet the employment standards for the higher class; and (2) appointments shall be for absences of at least forty (40) continuous hours.

No time served in a "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class.

No such temporary assignment shall continue for longer than forty-five (45) days except that one additional temporary appointment for a maximum of forty-five (45) days may be authorized by the Personnel Director provided that valid reasons exist to justify the extension.

These "Work in a Higher Class" provisions shall not supplant existing Civil Service Rule and County Code provisions with respect to appointments to vacant positions or substitute appointments.

## **ARTICLE 36 MISCELLANEOUS**

Upon ratification and prior to March 14, 2014, the parties agree to meet and confer for the purpose of reviewing the existing IT classification study, modifying and/or revising specifications related to the study if necessary, including but not limited to the salary study. If a meet and confer process results in a final implementation plan, the results of the study will be implemented in a manner that is equitable between bargaining units.

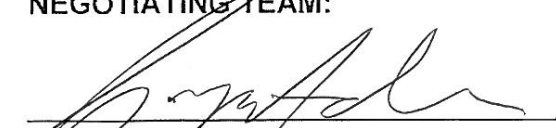
## **ARTICLE 37 SEVERABILITY OF PROVISIONS**

In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **ARTICLE 38 CLASSIFICATION ACTIONS**

The Association may submit requests for classification review of the positions of up to five (5) unit employees during the month of January of each year directly to the Personnel Department. A completed position description form (PDF) shall accompany each request. The PDF should highlight and describe in detail those duties which the employee and the Association believe are beyond the scope of the employee's current class specifications. After consulting with the employee's appointing authority (Department Head or designee), the Personnel Department shall provide a detailed explanation including the reasons for any denials if an employee is denied. Within four (4) weeks of receipt of the PDF, the Personnel Department will inform the Association in writing when the study is scheduled. The study will be completed and the results implemented within one (1) year of the date the PDF was received in the Personnel Department. The Personnel Department shall provide a written report outlining the reasons for approval or denial of the classification request. The employee's request for a classification study does not require the approval of the employee's supervisor.

MIDDLE MANAGEMENT ASSOCIATION  
NEGOTIATING TEAM:

  
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Gregg Adam

  
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Robert Smith

  
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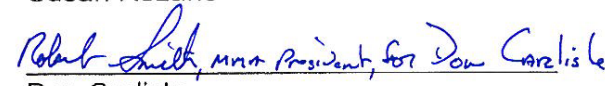
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Susan Rozario

  
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Don Carlisle

  
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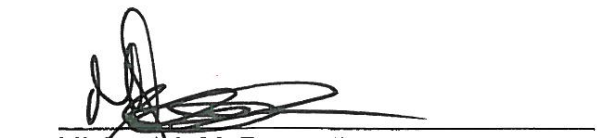
  
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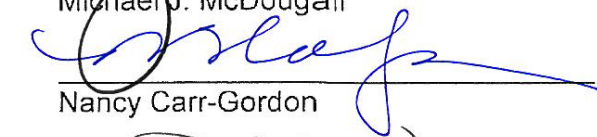
  
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COUNTY REPRESENTATIVES:

  
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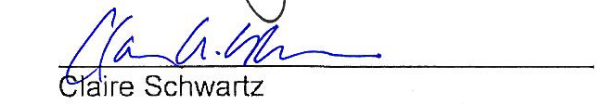
Michael J. McDougall

  
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Nancy Carr-Gordon

  
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Claire Schwartz



Middle Management Association 2014 Retiree Only 20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Years of Service																
0-5	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00
6	\$119.00	\$119.00	\$119.00	\$124.85	\$131.42	\$138.33	\$145.25	\$152.51	\$160.14	\$168.15	\$176.55	\$185.38	\$194.65	\$204.38	\$214.60	
7	\$127.42	\$134.12	\$141.18	\$148.61	\$156.43	\$164.67	\$172.90	\$181.55	\$190.62	\$200.15	\$210.16	\$220.67	\$231.70	\$243.29	\$255.45	
8	\$147.79	\$155.57	\$163.76	\$172.38	\$181.45	\$191.00	\$200.55	\$210.58	\$221.11	\$232.16	\$243.77	\$255.96	\$268.76	\$282.19	\$296.30	
9	\$168.17	\$177.02	\$186.34	\$196.14	\$206.47	\$217.33	\$228.20	\$239.61	\$251.59	\$264.17	\$277.38	\$291.25	\$305.81	\$321.10	\$337.16	
10	\$188.54	\$198.47	\$208.91	\$219.91	\$231.48	\$243.67	\$255.85	\$268.64	\$282.07	\$296.18	\$310.99	\$326.54	\$342.86	\$360.01	\$378.01	
11	\$208.92	\$219.92	\$231.49	\$243.68	\$256.50	\$270.00	\$283.50	\$297.68	\$312.56	\$328.19	\$344.60	\$361.83	\$379.92	\$398.91	\$418.86	
12	\$229.30	\$241.37	\$254.07	\$267.44	\$281.52	\$296.33	\$311.15	\$326.71	\$343.04	\$360.20	\$378.20	\$397.12	\$416.97	\$437.82	\$459.71	
13	\$249.67	\$262.81	\$276.65	\$291.21	\$306.53	\$322.67	\$338.80	\$355.74	\$373.53	\$392.20	\$411.81	\$432.40	\$454.02	\$476.73	\$500.56	
14	\$270.05	\$284.26	\$299.22	\$314.97	\$331.55	\$349.00	\$366.45	\$384.77	\$404.01	\$424.21	\$445.42	\$467.69	\$491.08	\$507.00	\$507.00	
15	\$290.43	\$305.71	\$321.80	\$338.74	\$356.57	\$375.33	\$394.10	\$413.81	\$434.50	\$456.22	\$479.03	\$502.98	\$507.00	\$507.00	\$507.00	
16	\$310.80	\$327.16	\$344.38	\$362.50	\$381.58	\$401.67	\$421.75	\$442.84	\$464.98	\$488.23	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
17	\$331.18	\$348.61	\$366.96	\$386.27	\$406.60	\$428.00	\$449.40	\$471.87	\$495.46	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
18	\$351.55	\$370.06	\$389.53	\$410.04	\$431.62	\$454.33	\$477.05	\$500.90	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
19	\$371.93	\$391.51	\$412.11	\$433.80	\$456.63	\$480.67	\$504.70	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
20	\$392.31	\$412.95	\$434.69	\$457.57	\$481.65	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
21	\$412.68	\$434.40	\$457.27	\$481.33	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
22	\$433.06	\$455.85	\$479.84	\$505.10	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
23	\$453.44	\$477.30	\$502.42	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
24	\$473.81	\$498.75	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
25	\$494.19	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	\$507.00	
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 75 % Cap Applies

The PEMCHA Minimum payment (\$119 in 2014) is adjusted annually by CalPERS  
To reflect changes in the medical care component of the Consumer Price Index.  
Accordingly, the County will adjust the PEMCHA Minimum payment annually

Middle Management Association 2014 Retiree Plus One or More Dependents 20 Year Longevity Schedule with Fixed Dollar Scaling and 5% Increase/Decrease for over/under age 55																
Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
Years of Service																
0-5	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00	\$119.00
6	\$119.00	\$119.00	\$121.46	\$127.85	\$134.58	\$141.67	\$148.75	\$156.19	\$164.00	\$172.20	\$180.81	\$189.85	\$199.34	\$209.31	\$219.77	
7	\$132.57	\$139.55	\$146.90	\$154.63	\$162.77	\$171.33	\$179.90	\$188.90	\$198.34	\$208.26	\$218.67	\$229.60	\$241.08	\$253.14	\$265.79	
8	\$155.53	\$163.72	\$172.33	\$181.40	\$190.95	\$201.00	\$211.05	\$221.60	\$232.68	\$244.32	\$256.53	\$269.36	\$282.83	\$296.97	\$311.82	
9	\$178.49	\$187.88	\$197.77	\$208.18	\$219.13	\$230.67	\$242.20	\$254.31	\$267.03	\$280.38	\$294.40	\$309.12	\$324.57	\$340.80	\$357.84	
10	\$201.44	\$212.04	\$223.20	\$234.95	\$247.32	\$260.33	\$273.35	\$287.02	\$301.37	\$316.44	\$332.26	\$348.87	\$366.32	\$384.63	\$403.86	
11	\$224.40	\$236.21	\$248.64	\$261.73	\$275.50	\$290.00	\$304.50	\$319.73	\$335.71	\$352.50	\$370.12	\$388.63	\$408.06	\$428.46	\$449.89	
12	\$247.35	\$260.37	\$274.07	\$288.50	\$303.68	\$319.67	\$335.65	\$352.43	\$370.05	\$388.56	\$407.98	\$428.38	\$449.80	\$472.29	\$495.91	
13	\$270.31	\$284.53	\$299.51	\$315.27	\$331.87	\$349.33	\$366.80	\$385.14	\$404.40	\$424.62	\$445.85	\$468.14	\$491.55	\$516.12	\$541.93	
14	\$293.26	\$308.70	\$324.95	\$342.05	\$360.05	\$379.00	\$397.95	\$417.85	\$438.74	\$460.68	\$483.71	\$507.90	\$533.29	\$557.00	\$557.00	
15	\$316.22	\$332.86	\$350.38	\$368.82	\$388.23	\$408.67	\$429.10	\$450.56	\$473.08	\$496.74	\$521.57	\$547.65	\$557.00	\$557.00	\$557.00	
16	\$339.17	\$357.03	\$375.82	\$395.60	\$416.42	\$438.33	\$460.25	\$483.26	\$507.43	\$532.80	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
17	\$362.13	\$381.19	\$401.25	\$422.37	\$444.60	\$468.00	\$491.40	\$515.97	\$541.77	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
18	\$385.08	\$405.35	\$426.69	\$449.14	\$472.78	\$497.67	\$522.55	\$548.68	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
19	\$408.04	\$429.52	\$452.12	\$475.92	\$500.97	\$527.33	\$553.70	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
20	\$431.00	\$453.68	\$477.56	\$502.69	\$529.15	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
21	\$453.95	\$477.84	\$502.99	\$529.47	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
22	\$476.91	\$502.01	\$528.43	\$556.24	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
23	\$499.86	\$526.17	\$553.86	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
24	\$522.82	\$550.33	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
25	\$545.77	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	\$557.00	
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 75% Cap Applies

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To reflect changes in the medical care component of the Consumer Price Index.  
Accordingly, the County will adjust the PEMCHA Minimum payment annually

## **EXHIBIT C**

### **SIDE LETTER**

The parties agree that within six months prior to the expiration of this contract the County shall conduct an equity study on all MMA benchmark classifications. The parties shall meet to discuss which classifications shall be used as benchmarks one month prior to the commencement of the equity study.

## **EXHIBIT D**

### **SIDE LETTER**

In recognition of the Association's agreement to eliminate the 90 hour cap on uncompensated overtime, in September 2014 each member of the unit shall receive a one-time credit of eight hours of paid time off deposited into a "furlough rollover" bank. Employees may draw from this rollover bank at any time prior to separation; however, the rollover bank shall have no cash value and any unused time left to the employee's credit at the time the employee separates from the County shall be extinguished.

The parties agree that in October 2014 a committee of Middle Management and County Personnel representatives will be formed to review the uncompensated overtime (a.k.a. "955" time) worked by Unit members during the previous 26 pay periods in order to assess the impact of the elimination of the 90 hour cap on uncompensated overtime. The parties agree to work in good faith to address any significant workload issues that may be brought to light through this review process. If either party so desires, this could include consideration of modifying the manner in which Unit members complete their timecards and report time worked and time not worked.

## SIDE LETTER AGREEMENT ARTICLE 32 RETIREMENT

This side letter agreement reflects the intent of the parties, County of Santa Cruz and Middle Management Association (MMA), to incorporate language into the current memorandum of understanding (MOU) as outlined below, as Article 32.3 and renumber all other articles to follow.

Employees hired on or after January 1, 2013, who fall in Tier 3 as defined in Article 32.1 A. 3. and Article 32.2 A. 3 are subject to the compensation cap pursuant to PEPR (AB340). Upon reaching the compensation cap as determined by AB340, the employee and employer contributions to CalPERS retirement shall cease until the first full pay period in the following calendar year. In lieu of CalPERS retirement contributions the employee may participate with the employer in a Defined Contribution Plan administered by a third party and in accordance with Internal Revenue Service Regulations, administrator guidelines, and AB340.

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

### A. Vesting

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

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





### B. Investment Control

Employee shall be responsible for the investment and control of the employee contributions and the employer shall be responsible for the investment and control of the employer contributions until contributions become vested as described above. The County will invest the contributions in a manner consistent with other County investments.

Employees may request information from the Personnel Department regarding investment strategy and the rate of return.

C. Disability

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

  
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County of Santa Cruz  
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Date  
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MMA  
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Date