

**MEMORANDUM OF UNDERSTANDING
DISTRICT ATTORNEY/CHILD SUPPORT ATTORNEY REPRESENTATION UNIT
2017 - 2021**

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ARTICLE 1 - MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the County of Santa Cruz and the District Attorney/Child Support Attorney Association. The parties agree that this Memorandum of Understanding is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and the District Attorney/Child Support Attorney Association for County employees in the District Attorney/Child Support Attorney Representation Unit for the period of July 1, 2017 through June 30, 2021. The parties agree that the results of these negotiations are equitable and fair compensation for all employees in the Representation Unit. The parties agree to support and uphold the obligations conferred on them by this Agreement.

It is understood and agreed that this MOU represents a complete and final understanding on all negotiable issues between the County and its departments and the District Attorney/Child Support Attorney Association. This Agreement supersedes all previous memoranda of understanding or agreements between the parties on matters within the scope of representation except as specifically referred to in this Agreement. 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orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not included in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the County, the District Attorney/Child Support Attorney Association shall be afforded notice pursuant to the County's Employer-Employee Relations Policy and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action after meeting and conferring, the County reserves the right to take necessary action by Management direction.

It is understood and agreed that implementation of this Memorandum of Understanding will require certain modification by Board action to the salary, compensation and leave provisions of Section 160 (Salary, Compensations and Leave Provisions) of the Personnel Regulations by Board action.

Unless otherwise indicated herein, all provisions shall become effective upon adoption by the Board of Supervisors and after ratification by the Association.

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 of Santa Cruz recognizes the District Attorney/Child Support Attorney Association as the exclusive representative for all employees in budgeted ("permanent") positions in the District Attorney/Child Support Attorney Representation Unit. Unless otherwise expressly indicated herein, such representation and this MOU shall not apply to extra-help.

The District Attorney/Child Support Attorney Representation Unit Memorandum of Understanding is available on the County Intranet. Notwithstanding the provisions of Section 181.14 A of the Personnel Regulations, the Association may have payroll dues deductions for its members during the term of the Memorandum of Understanding.

ARTICLE 3 - PEACEFUL PERFORMANCE OF COUNTY SERVICE

The Association, its agents and employees it represents agree that there shall be no strike, work stoppage, or any other concerted interference with operations, nor any picketing or refusal to enter upon the County's premises or worksites during the term of the Memorandum of Understanding.

Any employee who participates in any such prohibited activity 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 engages in, instigates, encourages, condones, or ratifies any strike, work stoppage, concerted interference with operations, picketing, or refusal by employees to enter upon the County's premises or worksites, the County may immediately suspend or revoke the voluntary payroll deductions; however, the Association will have recourse to the Civil Service Commission as to the sole question of whether the Association, 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 estop 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 - FAIR EMPLOYMENT PRACTICES - 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, creed, 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 job 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.

Discrimination and harassment complaints are filed with the Equal Employment Opportunity Officer in accordance with procedures contained in Section 192 of the Personnel Regulations.

ARTICLE 5 - SAFETY

The Association and the County agree that it is in the best interests of all concerned to provide a safe and healthful working environment. The County abides by the safety and health standards established promulgated by the Occupational Safety and Health Standards Board pursuant to the Occupational Safety and Health Act.

In order to assure that health and safety hazards are addressed in a timely manner, the following procedures shall be used to deal with potential hazards:

1. Employees shall report health or safety hazards to their immediate supervisor.
2. If the immediate supervisor is unable to abate the hazard, the matter shall be referred to a Departmental Safety Representative who will meet with the employee and immediate supervisor regarding the matter. Each department head will designate a Department Safety Representative.
3. If the Department Safety Representative cannot alleviate the hazard, it will be referred to the County Safety Officer, who shall make a reasonable effort to investigate and resolve the situation.

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 - 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 that 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 8 – “ME TOO” LINKAGE WITH COUNTY COUNSEL

It is understood and agreed that there is a “me too” linkage between Association members and County Counsel attorneys. Association members shall be treated in a manner identical to County Counsel attorneys with regard to wages, hours and benefits. In the event that County Counsel attorney wages, hours or benefits are modified during the period of this agreement, the increases, decreases or changes shall be passed on to Association members in an identical fashion.

8.1 The same salary, compensation and leave provisions of Section 160 of the Personnel Regulations applicable to employees in budgeted positions in the equivalent County Counsel classes shall apply to employees in budgeted positions in this representation unit for the term of this Memorandum of Understanding.

ARTICLE 9 - PAY

9.1 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 (9).

9.2 COST OF LIVING INCREASE

- A. Effective the first full pay period after Board of Supervisors approval, each step in the salary range for all employees shall be increased by 2.5%.
- B. Effective the first full pay period after Board of Supervisors approval, drop first 2 steps in the salary range for all Attorney classifications in this unit. Association members who are at step 1 or at step 2 will be moved to step 3 and their step hours will be reset to 2080.
- C. Effective the pay period beginning September 22, 2018, each step in the salary range for all employees shall be increased by 2.75%.
- D. Effective the pay period beginning September 21, 2019, each step in the salary range for all employees shall be increased by 2.75%.
- E. Effective the pay period beginning September 20, 2020, each step in the salary range for all employees shall be increased by 2.75%.

9.3 EQUITY ADJUSTMENTS

- A. Effective the first full pay period after Board of Supervisors approval, an equity adjustment of 4% will be added to all Attorney classifications in this bargaining unit.
- B. Effective September 22, 2018, an equity adjustment of 4% will be added to all Attorney classifications in this bargaining unit.

9.4 REQUIREMENTS FOR STEP INCREASES

A. Step Advancements

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. Effective 11/18/17 the third step in each salary range is the minimum rate for all Attorney classifications and may be the hiring rate for the class.
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 step advancement in accordance with Article 16 ("Employee Rights") 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.

- D. For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited term position and not more than twelve months have elapsed since such lay off, the employee shall receive credit for hours of service previously accrued in the step held when his/her employment ended.

9.5 In any case where an employee has been hired at a step above the first step of a particular salary range, the employee shall occupy the step in the range at which hired for a period of 2080 hours of service and thereafter shall be eligible for consideration for a step advancement in the same manner as provided elsewhere in this Article.

9.6 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 provision of the MOUs.

ARTICLE 10 - PAID LEAVE

10.1 VACATION

A. Eligibility

1. 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.
2. Part-Time Employees. Each employee in a part-time position shall be eligible to receive vacation after completing hours of service equivalent to one year, provided, however, that the one year of service shall be determined by multiplying the authorized weekly number of hours for the position by 52. No vacation shall accrue or be available to the employee prior to the completion of the required hours of service equivalent to one year.
3. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for vacation.
4. 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.
5. Reinstated Employees. Employees granted reinstatement within a period of two years following separation shall be considered as new employees for purposes of vacation eligibility unless the reinstatement follows layoff from a budgeted position.

B. Accrual Allowance

1. Newly Appointed Employees
 - a. Eligible full-time employees newly appointed shall be credited with 128 hours of vacation upon completion of 2080 hours of service.
 - b. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of

their positions, upon completion of the required hours of service under this Article.

- c. 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); .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).

2. Employees Reappointed from Layoff (Within 24 Months)

- a. Hours of service completed during prior employment with the County by reappointed employees shall be used to determine the vacation accrual rate.
- b. Employees in budgeted positions who were not eligible for vacation payoff at the time of layoff shall, upon reappointment, be credited hours of service accrued prior to layoff for purposes of determining the vacation accrual rate.
- c. Payoff of unused vacation leave at the time of layoff eliminates all earned vacation to employees.

C. Limitations on Use

1. At Convenience of Department: Vacation shall be taken at time designated by the various department heads.
2. Maximum Accrual: vacation credits may only be earned to a limit of 2.5 times the number of vacation hours being earned.
3. Increments: department heads may allow employees to take vacation time off in increments as small as 0.1 hours.
4. No Loss of Credits: no department head shall cause an employee to lose earned credits.

5. Vacation Loss Protection: To the extent that a department is unable to schedule vacation time off for an employee in this Unit, the vacation time of such employee which would otherwise be in excess of the maximum accrual rate shall instead be compensated in cash; provided, however, that employees shall not be eligible for compensation in cash for vacation in excess of the maximum accrual rate except when so specified in an emergency declared by the County Administrative Officer.
6. No Duplication with Workers' Compensation: Accrued vacation may be prorated to add to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

D. Vacation Payoff Upon Separation

Full-time and part-time employees who are eligible for vacation under this Article 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.

10.2. ADMINISTRATIVE LEAVE

A. Eligibility

1. Full-time/Part-time Employees. Employees in the representation unit who are in full-time and part-time budgeted positions are eligible for administrative leave.
2. Provisional Employees on Original Appointment. A provisional employee on an original appointment to a position in the Unit 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.
3. Reappointed Employees. Representation unit members who are reappointed within two years of separation from a position in the representation unit, 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.
4. Reinstated Employees. Employees reinstated in a position in the representation unit 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.

B. Initial Credit Upon Appointment

1. Initial Credit

- a. Full-time 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 position in the representation unit.
 - b. Part-time 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 a position in the representation unit.
 - c. 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 position in the representation unit. Initial credit for administrative leave is earned by the employee only during their first year of employment in a position in the representation unit or during their first year of employment upon reappointment to such a position provided that a 24-month period has elapsed since their previous employment in the representation unit. The initial credit shall be used as paid time off only.
2. Should an employee's scheduled hours change during the first year of employment in or reappointment to a position in the representation unit, no change shall be made in the initial credit received by the employee.
 3. Should the employee work insufficient 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.

C. Continuing Administrative Leave

In addition to the initial credit of administrative leave provided in subsection B.1 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 in the representation unit.

D. Permissible Uses

1. Eligible 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.
2. Effective calendar year 2018, all administrative leave hours accrued must be used as paid time off or cashed out by the last pay date of each calendar year.

Unused administrative leave shall not be carried over to future years with the exception of the initial credit upon appointment to a management position which shall be used as paid time only.

E. Maximum Accrual

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

F. Separation from a Position in the Representation Unit

Employees who separate from a position in the representation unit shall be paid off for any administrative leave to their credit, including any unused Initial Credit, except as noted below.

1. Use of Initial Credit Before Earned. Employees who, for any reason, separate from their 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.

10.3. SICK LEAVE

A. Eligibility

1. Full-time Employees: each employee in a full-time position shall be eligible to receive sick leave after the completion of 1040 hours of service.
2. Part-time Employees: each employee in a part-time position shall be eligible to receive sick leave after completing hours of service equivalent to six (6) months; provided, however, that the six (6) months of service shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26).
3. Provisional Employees on Original Appointment: if a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of earning sick leave credit.
4. 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.

B. Accrual Allowance

1. Employees Reappointed from Layoff (within 24 months)

- a. Employees who were not eligible for sick leave conversion at the time of layoff shall, upon reappointment, be credited with all unused sick leave accrued at the time of layoff.
- b. Conversion of unused sick leave at time of layoff eliminates all earned sick leave accrued by employees.

2. Other Eligible Employees

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

C. Permissible Uses

1. Employee: sick leave with pay may only be used in the case of a bona fide illness of the employee upon the approval of the department head.

2. Family:

- a. In conformance with State law, employees shall be granted permission to use accrued sick leave to attend to the illness of a child, parent, spouse or 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/her child, parent, spouse or domestic partner. As used in this paragraph, "child" means a biological, foster or adopted child, step-child, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.
- b. 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.

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.

D. Limitations on Use

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

E. Maximum Accrual

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

F. 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.

1. 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 up to a maximum of 450 hours.

2. Any employee in a full-time position who retires from County employment with ten or more years of service prior to such retirement shall thereupon be paid 100% of the sick leave balance up to a maximum of 600 hours.
3. Any employee in a part-time position shall be eligible for conversion of sick leave as set forth in 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.
4. 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 herein.

G. Unused Sick Leave

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

10.4 BEREAVEMENT LEAVE

Employees in this representation unit shall be granted bereavement leave with pay by the Appointing Authority in the case of the death of the following family members:

- The spouse or domestic partner of the employee;
- a grandparent of the employee;
- a parent, step-parent, sister, brother, child, step-child, grandchild or adopted child of the employee or of the employee's spouse/domestic partner.

The County recognizes domestic partners and family members listed above pertaining to the employee's domestic partner only after submission of an Affidavit of Domestic Partnership.

Bereavement 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.

10.5. HOLIDAYS

The following are holidays for eligible employees in this Unit:

January 1 - New Year's Day

The third Monday in January, known as "Martin Luther King, Jr. Day"

The third Monday in February, known as "Presidents Day"

March 31, known as "Cesar Chavez Day"

The last Monday in May, known as "Memorial Day"

July 4 - Independence Day

The first Monday in September, known as "Labor Day"
The second Monday in October, known as "Columbus Day"
November 11, known as "Veterans' Day"
The Thursday in November appointed as "Thanksgiving Day"
The last Friday in November - the day after Thanksgiving Day
Half-day on December 24 - "Christmas Eve" Effective calendar year 2018 and beyond,
Christmas Eve shall be a full day holiday.
December 25 - Christmas

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 falls 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.

ARTICLE 11 - 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 11 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.

11.1 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.

The Parties agree to meet and confer on potential impacts within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the county sponsored medical plans.

- B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:
1. For calendar year 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 1b(1) 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 1b(2) 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 1b(3) 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 District Attorney/Child Support Attorney Association employee medical for 2017.
 - b. CalPERS PEMHCA Contribution
 1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
 2. Employee + one dependent = The county shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
 3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

2. For calendar year 2018, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), including the PEMHCA minimum contribution in 2b(1) below.
2. Employee + one dependent = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), including the PEMHCA minimum contribution in 2b(2) below.
3. Employee + two or more dependents = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), including the PEMHCA minimum contribution in 2b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + 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 2019, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2019 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 3b(1) below.
2. Employee + one dependent = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 3b(2) below.
3. Employee + two or more dependents = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 3b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
 2. Employee + 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 2020, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2020 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 4b(1) below.
2. Employee + one dependent = 90% of the 2020 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 4b(2) below.
3. Employee + two or more dependents = 90% of the 2020 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 4b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

1. Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + 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 2021, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2021 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 5b(1) below.

2. Employee + one dependent = 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 5b(2) below.
3. Employee + two or more dependents = 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health, including the PEMHCA minimum contribution in 5b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

D. Waiver of Coverage.

Employees who meet the following criteria are eligible to receive a cash "opt out" payment of \$200.00 per month.

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

Reimbursements to employees shall be made on a quarterly basis.

- 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.

11.2 DENTAL CARE

The County agrees to pay the premiums 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.

11.3 LONG-TERM DISABILITY

The County agrees to pay the premium and to maintain the long-term disability plan with a \$13,500 maximum monthly insured salary for the employees in this 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.

11.4 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 \$300,000 in life insurance in accordance with the terms of the plan.

11.5 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. The maximum contact lens reimbursement 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 in the County sponsored vision plan.

11.6 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 to regular full-time employees for medical, dental, vision, life, and long-term disability insurance benefits.

11.7 WHO AND WHEN COVERED

A. Employee

For an employee appointed to a budgeted position, coverage under each insurance begins the first day of the first full pay period of employment. Coverage ceases the last day of the pay period in which the employee separates for any reason from a budgeted position.

B. Dependents

1. Initial Enrollment: dependents who are enrolled in the Health, Dental or Vision plan at the time the employee is appointed to a budgeted position are covered at the same time as the employee as described in A, immediately above.
2. New Dependents: new dependents, such as a new spouse or a new baby, may be added to the Health, Dental and Vision plans as long as application is made within 30 calendar days of marriage, birth or adoption. Coverage will begin the first day of the first full pay period after a complete application is received for an eligible dependent by Risk Management.

A spouse or eligible child may be enrolled at a later date for reasons beyond the control of the employee provided the employee files a complete application for medical insurability and the application is approved. Coverage will begin the first day of the first full pay period after the County is notified of the approval of the application.

C. Survivor Medical Coverage

Upon the death of an active employee who has dependents covered under a medical plan offered through the County, the County shall continue County

contributions under that plan for the surviving eligible dependents for five (5) months following the death of the employee.

11.8 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

As used herein (Article 11), "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 holiday, payment must be postmarked or received by the Employee Insurance/Benefit Section in the County Personnel Department by 5:00 p.m. on the day preceding the holiday.

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

2. 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 (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 an eligible employee on an approved FMLA leave of absence without pay as if the employee were working or on paid leave. Employees on

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.

2. Continuation of Employee Insurance Coverage While on Other Medical Leave of Absence (non-FMLA/CFRA Leave). 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 toward employee/dependent coverage through payroll deduction, attachment of wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

11.9 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS

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

It is the responsibility of each employee to notify Risk Management upon any enrolled dependent(s) becoming ineligible.

11.10 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 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.

11.11 EMPLOYEE ASSISTANCE PROGRAM

The County provides an Employee Assistance Program.

ARTICLE 12 - DIFFERENTIALS

12.1 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.

Effective the pay period beginning December 1, 2018, employees in this representation unit who have completed 41,601 County Service Hours (equivalent to approximately twenty (20) years of full-time service) shall be paid a Longevity Differential equivalent to 3% of their base hourly rate.

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

12.2 BILINGUAL PAY

A. Definitions

1. "Level I" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s).
2. "Level II" is the ability to converse in the second languages(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. Compensation.

1. Level I. When the Personnel Director has designated the position as requiring language skills at Level I and has certified that the employee is qualified, the employee shall receive:
 - a. Fifty cents (\$0.50) an hour above the employee's base hourly rate. Effective the first full pay period after Board of Supervisors Approval, employees will receive \$1.00 an hour above the employee's base hourly rate of pay.
2. Level II. When the Personnel Director has designated the position as requiring the language skills at Level II and has certified that the employee is qualified, the employee shall receive:
 - a. Eighty-five (\$0.85) an hour above the employee's base hourly rate. Effective the first full pay period after Board of Supervisors Approval, employees will receive \$1.35 an hour above the employee's base hourly rate of pay.

- C. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.
- D. 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.
- E. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

ARTICLE 13 – ON-CALL PAY

Effective as soon as administratively possible. Attorneys represented by this bargaining unit are exempt from overtime; however, attorneys in the following units who are specifically assigned to the following units on the departmental schedule shall receive \$2.00 per hour for the period of their assignment, when assigned to be on call outside of normal duty hours and on weekends:

- Gangs
- Sex crimes
- Homicide
- Warrants
- Vehicular homicide
- Major drug crimes

No more than six attorneys shall receive on call pay during any period. The District Attorney may assign one attorney to more than one unit for on call purposes during any time period.

ARTICLE 14 – CELL PHONE REIMBURSEMENT

The District Attorney may require certain employees in the classifications of District Attorney I, II, III or IV to conduct County business on a Cellular Phone or Wireless Personal Digital Assistant Device (PDA). Employees shall have the option of either a County owned device or receive a stipend.

County – Owned Devices:

Such devices shall be purchased and maintained by the County and be used in accordance with the county's policies on cell phones.

Stipend:

Such employees who opt to receive the stipend shall receive \$85 monthly. In order to receive the monthly stipend, the employee must 1) not be issued a County owned device, 2) maintain a personal cellular phone or PDA, and 3) provide their supervisor with the phone number of their personal cellular phone or PDA.

Employees will be responsible for any and all costs for securing their phones, and for all additional costs of phone usage beyond the \$85 monthly stipend. Employees are responsible for maintaining cell phone service, and will be wholly and individually responsible for personal use of the employee-owned cell phone.

ARTICLE 15 – BAR DUES

The County shall pay actual cost of membership in the California State Bar Association on behalf of each member. The County shall not pay for any Attorney Specialized Bar Dues not Section Membership fees. Upon receipt each member shall promptly submit their annual statement to the Department Head.

The County shall pay, on behalf of Assistant District Attorney Members, the actual cost of membership in the California District Attorney Association.

ARTICLE 16 – EMPLOYEE RIGHTS

16.1 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 to the employee. “Adverse action” is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment.

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.

16.2 PERSONNEL FILES

The official personnel file of each employee shall be maintained in the Personnel Department. Written material or drafts of written material to be placed in an employee’s official personnel 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 materials to be placed in the employee’s official personnel file. The written response shall be placed in the employee’s official 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 official personnel file in accordance with state law and administrative procedures. The requirements of this section shall not apply to records relating to the investigation of a possible criminal offense; letters of reference; or ratings, reports, or records that (a) were obtained prior to the employee’s employment; (b) were prepared by

identifiable examination committee members; or (c) were obtained in connection with a promotional examination.

All official personnel records, including the official personnel file maintained in the Personnel Department and any copy thereof maintained in the operating department, 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 official personnel file for the purpose of assisting or advocating for the rights of such employee. Any person reviewing an employee's official personnel file in the County Personnel Department (except for routine clerical transactions) shall be noted and dated in the employee's file.

16.3 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 30 calendar days of the due date, unless mutually agreed 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 90 days.

Appeals of performance evaluations are covered by Section X of the Civil Service Rules.

ARTICLE 17 - 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.

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 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. Disciplinary matters and corrective actions, including dismissals, suspensions, reduction in rank or classification, reprimands, warnings, counseling and the like;
- c. Probationary dismissals upon original appointment;
- d. Content of performance evaluations;
- e. Leaves of Absence Without Pay (Personnel Regulation Section 168.4 as it may be amended from time to time);
- f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code;
- g. Complaints over subjects covered by Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Americans with Disabilities Act, and/or any other County, State, or Federal laws and/or procedures applicable to such complaints;
- h. Complaints regarding Workers' 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 is of the essence in processing grievances under this Article. 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 advanced to a higher step of the grievance procedure.
6. No hearing officer shall entertain, or make finding of fact or recommendation 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.
- d. STEP 4: Hearing Officer – The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation of 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 Mediation and Conciliation 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, mediation shall cease absent mutual agreement to continue the mediation process, if mediation is unsuccessful, the hearing officer shall proceed in accordance with subsection (4) below.

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 issue an advisory decision within fifteen (15) calendar days of the conclusion of the hearing.

5) The hearing officer's advisory decision shall confine the issues, discussion and conclusion to the specific provisions of this agreement and shall not impose on any party hereto a limitation or obligation not explicitly provided for in this agreement.

6) The decision of the hearing officer shall be advisory to the County Administrative Officer, whose decision shall be final.

ARTICLE 18 - RETIREMENT

18.1 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 upon 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 18.1.A.1 (Tier 1) or section 18.1.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. Implementation of IRC Section 414(h)(2). Miscellaneous Members in this unit participate in the IRC Section 414(h)(2) which requires the employee to pay the CalPERS contribution. Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for CalPERS retirement benefits 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 CalPERS contributions shall revert to being made on a post-tax basis.

18.2 RETIREMENT (PEPRA)

Employees hired on or after January 1, 2013, who fall in Tier 3 as defined in Article 18.1.A.3 are subject to 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 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.

18.3 RETIRED EMPLOYEES - MEDICAL

- 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 & 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 18.3.B.2 and 18.3.B.3, below) to reimburse retirees or qualifying family members of a deceased annuitant (see section 18.3.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 18.3.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 age of 55 with 20 years of service for Retiree Only and to a maximum of \$557 at 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 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 18.3.C) attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (1) the PEMHCA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachments A and B.
 - e. Effective in any calendar year that the PEMHCA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee 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 18.3.B.2.(b) are met.

- f. Increases to the County contribution pursuant to Section 18.3.B.2.(e) shall only apply to retirees with retirement dates on or after the date of said revision(s) to Attachment A and/or Attachment B.
- g. Retirees' 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) 3X PEMHCA minimum or b) the benefit as determined by the longevity schedule.

3. Effective January 1, 2014

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

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 be 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 18.3.B.1) 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.

C. Nothing in this MOU 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 MOU.

ARTICLE 19 - LAYOFF

19.1 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.

19.2 PURPOSE OF LAYOFF PROVISION

To provide a prompt and orderly process for reduction in the County workforce when the Board of Supervisors determines such reduction to be necessary.

19.3 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.

19.4 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 fewer than four (4) cumulative weeks per fiscal year.

19.5 ORDER OF LAYOFF

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

- A. 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 next;
- 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 19.7 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 19.7.
- G. Employees in limited term positions in the District Attorney/Child Support Attorney Representation Unit shall be subject to the same procedures as employees in regular budgeted positions for purposes of all provisions regarding layoff.

Notwithstanding the above, an appointing authority may make an exception to retain an employee who possesses essential skills, or the appointing authority may make an exception to ensure that equal employment opportunity gains are retained, provided, however, that the District Attorney/Child Support Attorney 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.

19.6 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 may not 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 19.7. Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she has rights. Should an employee have the right to displace to two or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

19.7 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

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

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

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

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

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

19.8 OPPORTUNITY FOR EMPLOYEE REVIEW

To the extent possible under Civil Service Rules, employees should not lose their seniority credit under this Article because classes have been revised, established, abolished or retitled.

All employees shall be provided an opportunity, through their employing department, to review the record of service for which they have been given seniority credit. Such records of service shall be made available to the employee upon request but no more than once per year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or retitled classes may be appealed to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

19.9 RETENTION OF REEMPLOYMENT LIST STATUS

Laid off employees having permanent status at the time of layoff, or permanent employees who displaced to a lower class on the basis of prior permanent status in the lower class, or permanent employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from reemployment lists established for each class in which they have reemployment rights.

Such employees shall be placed on the Departmental Reemployment List in order of seniority, and such employees shall also be placed on a Countywide Reemployment List as a bloc in no particular order.

A. Departmental Reemployment Lists

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

If there is no departmental reemployment list, the order of certification shall be:

1. Countywide Overfill List;
2. Countywide Reemployment List; and

3. Other employment lists as specified in Civil Service Rule VI B 2.

B. Countywide Reemployment Lists

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

If there is no Countywide Overfill List, the order of certification shall be:

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

C. Retention of Reemployment List Status

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

1. 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 postal authorities cannot locate the person. The name of a person on a reemployment list who fails to reply within five (5) working days to a written certification notice shall be removed from the reemployment lists for the class. Such person's name may be restored to the list upon written request.

19.10 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 on-going workload limitations.

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

19.11 EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS

Notwithstanding any other provisions of this Article (Article 19), 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.

19.12 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

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

- A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series.
- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.
- C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.
- D. The employee submits a written request to his/her appointing authority that specifies 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 20 - OTHER PROVISIONS

Existing and newly appointed employees in this representation unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to complete a payroll authorization form for a participating financial institution.

ARTICLE 21 - 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.

Signatures

FOR THE ASSOCIATION



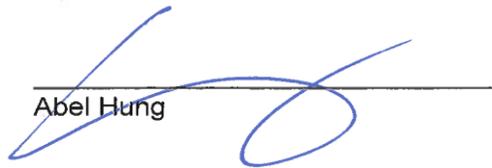
Johanna Schonfield
Association President



Alexander Byers



Douglas Allen



Abel Hung

FOR THE COUNTY



Michael J. McDougall
Personnel Director



Terri J. Cobbs
Principal Personnel Analyst



Richard Kaz
Sr. Personnel Analyst

**District Attorney/Child Support Attorney Association
Retiree Only**

Attachment A

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	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
6	\$128.00	\$128.00	\$128.00	\$128.00	\$131.42	\$138.33	\$145.25	\$152.51	\$160.14	\$168.15	\$176.55	\$185.38	\$194.65	\$204.38	\$214.60	\$224.45
7	\$128.00	\$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	\$268.19
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	\$311.11
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	\$354.01
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	\$396.86
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	\$439.71
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	\$482.66
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	\$525.51
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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$507.00

Medicare Eligibility 75 % Cap Applies

The PEMHCA Minimum payment (\$128 in 2017) is adjusted annually by CalPERS
To reflect changes in the medical care component of the Consumer Price Index.
Accordingly, the County will adjust the PEMHCA Minimum payment annually

District Attorney/Child Support Attorney Association
Retiree Plus One or More Dependents

Attachment B

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	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00
6	\$128.00	\$128.00	\$128.00	\$128.00	\$134.58	\$141.67	\$148.75	\$156.19	\$164.00	\$172.20	\$180.81	\$189.85	\$199.34	\$209.31	\$219.77	\$229.74
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	\$279.04
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	\$327.41
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	\$375.69
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	\$424.01
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	\$472.36
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	\$520.64
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	\$568.96
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	\$587.00	\$618.00
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	\$575.00	\$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	\$557.00
17	\$362.13	\$381.19	\$401.25	\$422.37	\$444.60	\$468.00	\$491.40	\$515.97	\$541.77	\$567.00	\$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	\$575.00	\$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	\$580.00	\$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	\$585.00	\$613.00	\$641.00	\$669.00	\$697.00	\$725.00	\$753.00	\$781.00	\$809.00	\$837.00
21	\$453.95	\$477.84	\$502.99	\$529.47	\$557.00	\$585.00	\$613.00	\$641.00	\$669.00	\$697.00	\$725.00	\$753.00	\$781.00	\$809.00	\$837.00	\$865.00
22	\$476.91	\$502.01	\$528.43	\$556.24	\$585.00	\$613.00	\$641.00	\$669.00	\$697.00	\$725.00	\$753.00	\$781.00	\$809.00	\$837.00	\$865.00	\$893.00
23	\$499.86	\$526.17	\$553.86	\$582.66	\$612.50	\$642.50	\$672.50	\$702.50	\$732.50	\$762.50	\$792.50	\$822.50	\$852.50	\$882.50	\$912.50	\$942.50
24	\$522.82	\$550.33	\$579.00	\$608.82	\$639.75	\$670.80	\$701.95	\$733.20	\$764.55	\$796.00	\$827.55	\$859.10	\$890.65	\$922.20	\$953.75	\$985.30
25	\$545.77	\$575.00	\$605.00	\$635.00	\$665.00	\$695.00	\$725.00	\$755.00	\$785.00	\$815.00	\$845.00	\$875.00	\$905.00	\$935.00	\$965.00	\$995.00
26	\$568.72	\$599.00	\$630.00	\$661.00	\$692.00	\$723.00	\$754.00	\$785.00	\$816.00	\$847.00	\$878.00	\$909.00	\$940.00	\$971.00	\$1002.00	\$1033.00
27	\$591.67	\$623.00	\$655.00	\$687.00	\$719.00	\$751.00	\$783.00	\$815.00	\$847.00	\$879.00	\$911.00	\$943.00	\$975.00	\$1007.00	\$1039.00	\$1071.00
28	\$614.62	\$647.00	\$680.00	\$713.00	\$746.00	\$779.00	\$812.00	\$845.00	\$878.00	\$911.00	\$944.00	\$977.00	\$1010.00	\$1043.00	\$1076.00	\$1109.00
29	\$637.57	\$671.00	\$705.00	\$739.00	\$773.00	\$807.00	\$841.00	\$875.00	\$909.00	\$943.00	\$977.00	\$1011.00	\$1045.00	\$1079.00	\$1113.00	\$1147.00
30	\$660.52	\$695.00	\$730.00	\$765.00	\$800.00	\$835.00	\$870.00	\$905.00	\$940.00	\$975.00	\$1010.00	\$1045.00	\$1080.00	\$1115.00	\$1150.00	\$1185.00

The PEMHCA Minimum payment (\$128 in 2017) is adjusted annually by CalPERS
 To reflect changes in the medical care component of the Consumer Price Index.
 Accordingly, the County will adjust the PEMHCA Minimum payment annually

Side Letter

Student Loan Reimbursement Program Study

There is a shared interest in easing the burden of student loans for attorneys and physicians. The County and Association proposes to convene a group of representatives of the three affected groups to develop a Student Loan Reimbursement Program to recommend to the Board of Supervisors a course of action. The group will be comprised of one Assistant District Attorney, one Child Support Attorney, one Physician, one Assistant County Counsel, and one Personnel representative. The group shall meet quarterly for the course of its work.

Side Letter

Attorney Liability Study

There is a shared interest in ensuring that members of this unit, as well as all attorneys employed by the County of Santa Cruz are appropriately represented when issues related to their employment bring the attorney before the California State Bar. The County recognizes that the initiation of bar actions is not necessarily an indication that an attorney has acted unethically or in breach of their duties. Furthermore, with regards to the attorney member of the District Attorney's Office, the County believes that such representation, when properly exercised, promotes public safety.

The County and Association proposes to convene a group of representatives of the two affected groups District Attorney/Child Support Attorney, and County Counsel to develop an Attorney Liability Study to recommend a course of action for the Board of Supervisors. This group will be comprised of one Assistant District Attorney, one Child Support Attorney, one Assistant County Counsel, and one Personnel representative. The group shall meet quarterly for the course of its work.