

# TENTATIVE AGREEMENT

## ARTICLE 1 MEMORANDUM OF UNDERSTANDING: INTRODUCTION

This is a Memorandum of Understanding between the County of Santa Cruz and the Service Employees International Union Local 521 for the General Representation Unit. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and SEIU Local 521 for County employees for the period September 19, 2020 through September 18, 2021 September 19, 2021 through September 18, 2024 for all provisions, and supersedes all previous agreements. ~~Unless otherwise specified herein, all provisions of this agreement became effective October 22, 2016 for the term of the previous contract period September 24, 2016 – September 18, 2020 and will continue through the one-year contract extension.~~

It is understood and agreed that this MOU represents a complete and final understanding on all negotiable issues between the County and SEIU Local 521 on behalf of the General Representation Unit. 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orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement.

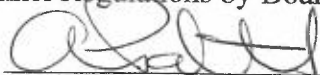
The provisions herein shall remain in effect for the life of the Agreement and unless otherwise stated neither party is obligated to reopen on any matter covered in this Agreement. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the County, SEIU Local 521 on behalf of the General Representation Unit 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 any agreement, nothing herein is intended to limit the rights of the parties to take action in accordance with the law and this MOU.

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.

  
\_\_\_\_\_  
Kiernan Colby

Co-Chief Negotiator – SEIU

1/24/22  
Date

  
\_\_\_\_\_  
Ajita Patel

Chief Negotiator – County

1/24/2022  
Date

  
\_\_\_\_\_  
Ben Fuchs

Co-Chief Negotiator – SEIU

1/24/22  
Date

TENTATIVE AGREEMENT

ARTICLE 3 UNION ACTIVITIES

3.1 STEWARDS

The Union agrees to notify the County of their Stewards on a quarterly basis. At least one Steward shall be allowed in each department. If a department has more than one physical work location, a Steward shall be allowed at each separate physical work location. If more than twenty-five (25) employees in the same department are assigned to one physical work location, one (1) Steward shall be allowed for each twenty-five (25) or fraction thereof. The Union may request additional Stewards where departmental circumstances warrant such action and department heads are authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward. The County and Union will jointly offer an eight (8)-hour basic Shop Steward training course once per calendar year as part of the Training Task Force program. The County agrees to provide release time for one (1) eight (8) hour Shop Steward training per calendar year in addition to the joint training session. Release time shall be authorized in accordance with MOU Attachment C. When Shop Stewards communicate with the County on issues within the scope of representation, they must identify themselves as Shop Stewards.



Kiernan Colby  
Co-Chief Negotiator – SEIU

1/24/22  
Date



Ben Fuchs  
Co-Chief Negotiator – SEIU

1/24/22  
Date



Ajita Patel  
Chief Negotiator – County

1/24/2022  
Date

**3.6 NOTIFICATIONS**

**A. Notification of Change in Status.**

It shall be the duty of the County to notify the Union whenever the services of any County employee in a class in this unit are engaged or terminated.

**B. Disciplinary Action.**

The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, ~~or b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments-~~ or c) emailed to the Union Member Resource Center and designated Union Organizer with all attachments. It shall be the Union's responsibility to provide the County with the appropriate email addresses and departmental assignments.

For the Union

Kiernan Colby  
Kiernan Colby

Co-Chief Negotiator

9/15/21

Date

Ben Fuchs  
Ben Fuchs

Co-Chief Negotiator

9/15/21

Date

For the County

Ajita Patel  
Ajita Patel

Personnel Director

9/16/2021

Date

## TENTATIVE AGREEMENT

### ARTICLE 3.7 UNION LEAVE AND TIME OFF

The County acknowledges that County employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the County acknowledges that effective representation requires participation in training and Union activities and that reasonable time off ~~without pay~~ should be available for such purposes.

The Union acknowledges the County's priority for County programs, ~~and~~ services and projects. The Union accordingly recognizes the need for the provision of notice and as well as reasonable limitations in the administration of this Article. ~~Further, t~~The Union thus recognizes that approval of leave under this Article may not be granted if an employee/Union board member or Shop Steward may have has specialized skills, talents, abilities and knowledge, which that are necessary and which cannot be reasonably replaced.

In accordance with Government Code 3558.8, the County will continue to pay the employee their regular compensation during leave which is approved under this Article and will continue to make its regular contributions toward the employee's retirement and insurance benefits/in-lieu stipends during that leave. Employees shall likewise continue to make their normal retirement and insurance contributions during approved Union leave under this Article.

The Personnel Department shall coordinate with the employee's department and the Auditor's Office to invoice the Union for the full cost of any compensation and benefits paid to or on behalf of the employee during their Union leave, and the Union shall reimburse the County for those costs within 30 days of receipt of the invoice. Reimbursable compensation shall include wages and any retirement contributions and insurance/in-lieu stipend payments made by the County on behalf of the employee and their dependents.

#### A. Short-Term Union Leave with Pay

The County and Union agree that an employee/Union board member or Shop Steward shall be entitled to an aggregate of ~~ten (10)~~ twenty-five (25) working days per year time off without loss of pay or other benefits for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:

- A. 1. The employee must request leave under this section (3.7.A.) at least tTwo (2) weeks in advance of the first day of the proposed leave using ~~notice of each absence, unless mutually waived~~the County's Employee Request for Time Off form (PER 1082A).
2. If the timing of the requested leave period is not operationally feasible, the County and the Union will work in good faith to identify and agree upon an alternative leave period.
3. Employees granted leave under this section (3.7.A.) shall continue to earn full service credit during that leave and shall retain their rights to return to their position at the conclusion of the leave.



- ~~B. No more than two (2) employees may be off at the same time and no more than fourteen (14) employees may take time off work under this Article in any calendar year.~~
- ~~C. The employee has skills, talents, abilities and knowledge, which can reasonably be replaced.~~

B. Long-Term Union Leave with Pay

The Union may request that an employee/Union board member or Shop Steward be granted A leave without loss of compensation or other benefits pay may be granted by the appointing authority with the approval of the CAO for a period of up to twelve (12) months for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:-

1. The employee must request leave under this section (3.7.B.) at least four (4) weeks in advance of the first day of the proposed leave using the County's Employee Request for Time Off form (PER 1082A).
2. Only employees who have successfully completed their probationary period and have permanent status in their current County position shall be eligible for leave under this section (3.7.B.)
3. Leave under this section (3.7.B.) is subject to the approval of the appointing authority and the County Administrative Officer. The CAO's decision on such leaves is final.
4. The County agrees to the Union's request that employees granted leave under this section (3.7.B.) shall continue to earn full service credit during that leave.
5. A person granted such leave who has permanent status in her/his class shall have the right to return to a position in that class.
6. While on such leave, the person shall not be considered a County employee for any purpose except, for an employee with permanent status in her/his class, the right to return at the expiration of the leave.

Kiernan Colby  
 Kiernan Colby  
 Co-Chief Negotiator – SEIU

10/23/21

Date

Ben Fuchs  
 Ben Fuchs  
 Co-Chief Negotiator – SEIU

10/25/21

Date

Ajita Patel  
 Ajita Patel  
 Chief Negotiator – County

10/26/21  
 Date

**TENTATIVE AGREEMENT**

**ARTICLE 4 UNION SECURITY**

**4.1 RELATIONSHIP AFFIRMATION**

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

~~County employees, Union employees, and Union members, alike, are committed to providing a workplace where all persons employed by the County of Santa Cruz, regardless of their classification, or pay status are treated in a manner that maintains respect and courtesy.~~

~~This section shall not be subject to the grievance procedure.~~

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

10/4/21  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

09/28/2021  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/28/2021  
Date

TENTATIVE AGREEMENT

ARTICLE 4 UNION SECURITY

4.2 NOTICE OF RECOGNIZED UNION

The County shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The County shall post ~~give the employee a copy of~~ the current Memorandum of Understanding on both the Internet and the County Intranet. Employees may request a copy of the Memorandum of Understanding from their supervisor or departmental Personnel Liaison.

*Kiernan Colby*

\_\_\_\_\_  
Kiernan Colby  
Chief Negotiator – SEIU

9/8/21

Date

*Ajita Patel*

\_\_\_\_\_  
Ajita Patel  
Chief Negotiator – County

9/8/2021

Date

TENTATIVE AGREEMENT

ARTICLE 4 UNION SECURITY

4.3 CONFIDENTIAL AND SUPERVISORY POSITIONS

- A. The positions currently designated as confidential are listed on Attachment A. Employees designated as confidential may be changed by the County in accordance with provisions of the Memorandum of Understanding and of the County's Employer-Employee Relations Resolution.
  
- ~~B. Attachment B includes the classes currently designated as supervisory. New positions and classifications shall be designated in accordance with the provisions of the County's Employer-Employee Relations Resolution.~~

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/21  
Date

9/8/2021  
Date

#### 4.7 UNION ORIENTATION

The County shall allow Union representative(s) to provide a Union orientation of up to thirty (30) minutes to represented employees immediately preceding each scheduled new employee in-processing meeting. The County and the Union representative(s) shall not malign either party, its employees or officials.

##### A. Regularly Scheduled In-Processing Meetings

The County holds two new employee in-processing meetings each week on regularly established days and times. The County shall notify the Union of the regularly scheduled days and times for such meetings and shall provide the Union with at least ten days advance notice of any change in the regularly established days or times.

##### B. Special In-Processing Meetings

There may be occasions where, due to special circumstances, an in-processing meeting must be held on a different day or time than the regularly established day and time. The County will provide the Union with as much notice as practicable of any such special in-processing meeting. In the event that a Union representative is unable to attend a non-regularly scheduled in-processing meeting, the County will provide a list of General Representation Unit attendees to the Union within two working days so the Union may contact them.

##### C. Union Officers and Stewards Release Time

Subject to the quarterly review described below in Section 4.7.D., the County will approve paid release time for a shop steward or a union officer to provide a Union orientation immediately before both weekly in-processing meetings so long as at least one General Representation Unit member is registered to attend each meeting. It shall be the Union's responsibility to call the Personnel Department reception desk the morning of each scheduled meeting to determine whether any unit members are scheduled for in-processing that day. So long as at least one unit member is scheduled for the meeting, the steward or officer shall be allowed 30 minutes of release time for the Union orientation. If the steward or officer must travel to the meeting from another work location, they will also receive an additional 30 minutes reasonable release time for travel each way. Typical travel time is 30 minutes each way (one hour total) for travel from Watsonville or 15 minutes release time each way (30 minutes total) for travel from other work locations, regardless of the actual amount of travel time required. However, the County recognizes that at times this may need to be adjusted to accommodate traffic conditions.

The Union may, at its discretion, have more than one representative at any pre-in-processing Union orientation; however, only one employee will receive paid release time for any such meeting. If the Union wishes for more than one shop steward or union officer to attend any pre-in-processing Union orientation, the additional steward/officer must seek their supervisor's prior approval for time off to attend the meeting and if their request is approved they must use their



own accruals for this time. Alternatively, the additional steward/officer may request to modify their work schedule to attend during their lunch period if doing so meets their department's operational needs.

The Union shall provide the Personnel Department with a quarterly schedule designating up to 12 shop stewards and union officers who will present Union orientations at new employee in-processing during the coming quarter and specifying the orientation dates assigned to each designated steward or officer. In order to limit the operational burden on the County, no steward or officer shall be assigned to present more than one orientation per month. The quarterly schedule must be provided by the 15<sup>th</sup> day of the month prior to each new quarter (i.e., by December 15, March 15, June 15 and September 15) in order to ensure adequate time to arrange release time. Release time will be approved in advance one quarter at a time. If no unit members are scheduled for in-processing on a date for which a steward or officer has been granted release time, the release time shall be automatically revoked, and it shall be the responsibility of the steward/officer to inform their supervisor of the change in circumstances. If a steward/officer is unable to attend in-processing on their assigned date, the Union may send a member of its staff in lieu of the steward/officer.

D. Quarterly Review

The twice-weekly release time shall be subject to quarterly review to ensure that it is not unduly burdensome to County operations. Should the County provide the Union with objective examples of operational challenges, the parties will promptly meet and discuss those challenges in a collaborative effort to identify a mutually agreeable way to satisfactorily mitigate those challenges. Changes to release time shall be subject to mutual agreement.

For the Union

Kiernan Colby

Kiernan Colby  
Co-Chief Negotiator

9/15/21

Date

Ben Fuchs

Ben Fuchs  
Co-Chief Negotiator

9/15/21

Date

For the County

Ajita Patel

Ajita Patel  
Personnel Director

9/16/2021

Date

**ARTICLE 6 NO DISCRIMINATION**

**A. Fair Employment Practices. Equal Employment Opportunity/Non-discrimination.**

1. The County and the Union agree that no person employed or applying for employment shall be discriminated against on the basis of race, color, religion, creed, disability (mental and physical), medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, childbirth, breastfeeding, or other related medical conditions, gender, gender identity, gender expression, genetic information, military or 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 which are intended to achieve equal employment opportunity as provided for in Federal, State and County requirements.
2. Article 22.2 C and D sets forth the contractual process for employees aggrieved by alleged violations of Article 6 A1.

**B. Union Activities.** Neither the County nor the Union shall interfere with, intimidate, coerce or discriminate against County employees ~~because of their~~ for exercising their rights under this Memorandum of Understanding or for to-forming, joining and or participateing in activities of the Union or providing testimony to any public body (e.g., ~~including~~ the Board of Supervisors), or exercising their right to refuse to join or participate in the activities of the Union.

For the Union

Kiernan Colby  
Kiernan Colby

Co-Chief Negotiator

9/15/21

Date

Ben Fuchs

Ben Fuchs

Co-Chief Negotiator

9/15/21

Date

For the County

Ajita Patel

Ajita Patel

Personnel Director

9/16/2021

Date

## TENTATIVE AGREEMENT

### PAY 7.1

#### A. Pay- Article 7.1 Economic Reopener for Fiscal Emergencies

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

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's. The County shall provide notice to the Union 5 days prior to consideration by the Board of Supervisors of a fiscal emergency under this provision.

If a state or federal law is passed to reduce benefits for active employees in this Unit, the parties shall have the right to reopen the economic provisions of the MOU.

#### B. Cost of Living Increase

1. Effective ~~the pay period beginning October 22, 2016~~ the first full pay period after ratification by the Union and Board of Supervisors approval, each step in the salary range for all employees shall be increased by ~~2.5~~ 3%.
2. Effective the first full pay period beginning in September 2022-23, 2017, each step in the salary range for all employees shall be increased by 3%. ~~add a new top step/drop the current bottom step. Employees who have completed 2080 hours at the old top step will be moved to the new top step. (Excludes specific extra help only classifications).~~
3. Effective the first full pay period beginning in September 2023-22, 2018 each step in the salary range for all employees shall be increased by ~~2.75~~ 3%.
4. ~~Effective the pay period beginning September 21, 2019~~ each step in the salary range for all employees shall be increased by 2.75%

#### C. Equity Adjustments

1. Effective the first full pay period after ratification by the Union and Board of Supervisors approval beginning October 22, 2016, all employees in the Public Health Nurse II

~~benchmark classifications of Clinical Lab Scientist will receive an equity adjustment of 8.62~~ 4.5%.

2. Effective the first full pay period in September 2022, all employees in the Public Health Nurse II benchmark classifications will receive an equity adjustment of 4.5%.
3. Effective the first full pay period after ratification by the Union and Board of Supervisors approval beginning October 22, 2016, all employees in the Physician's Assistant/Nurse Practitioner benchmark classifications of Radiological Technologist will receive an equity adjustment of 7.03 9.5%.
4. Effective the first full pay period in September 2022, all employees in the Physician's Assistant/Nurse Practitioner benchmark classifications will receive an equity adjustment of 8.5%.
5. Effective the first full pay period after ratification by the Union and Board of Supervisors approval all employees in the Clinical Lab Scientist benchmark classifications will receive an equity adjustment of 7.25%.
6. Effective the first full pay period in September 2022, all employees in the Clinical Lab Scientist benchmark classifications will receive an equity adjustment of 7.25%.
7. Effective the first full pay period after ratification by the Union and Board of Supervisors approval all employees in the Radiological Technologist benchmark classifications will receive an equity adjustment by 5.75%.
8. Effective the first full pay period in September 2022, all employees in the Radiological Technologist benchmark classifications will receive an equity adjustment of 5.75%.
9. ~~Effective the pay period beginning October 22, 2016, the salary ranges for Student Workers shall be adjusted as follows:~~
  - A. ~~Student Worker I: \$11.00 per hour~~
  - B. ~~Student Worker II: \$11.56 per hour to \$13.00 per hour~~
  - C. ~~Student Worker III: \$12.45 per hour to \$14.00 per hour~~
  - D. ~~Student Worker IV: \$13.33 per hour to \$15.00 per hour~~

D. Signing Bonus

As soon as administratively possible, each employee in a budgeted position will receive a one-time signing bonus of \$1,250 (pro-rated for part-time employees and minus applicable taxes) after Union ratification and Board of Supervisors approval.

D. ~~Special Parity Adjustments~~

1. ~~Effective the pay period beginning October 22, 2016, employees in the Accountant I classification shall receive an adjustment of 9.47%, employees in the Accountant II~~

~~classification shall receive an adjustment of 2%, and employees in the Accountant III classification shall receive an adjustment of 3%.~~

- ~~2. Effective the pay period beginning October 22, 2016, employees in the Sr. Legal Secretary classification shall receive a parity adjustment of 3% to address compaction with the Legal Secretary II classification and encourage promotion.~~
- ~~3. Effective the pay period beginning October 22, 2016, employees in the classification of Public Works Maintenance Worker IV shall receive a parity adjustment of 5% as compensation for their additional responsibilities as Lead Workers.~~
- ~~4. Effective the pay period beginning October 22, 2016, employees in the classification of Supervising Communications Technician shall receive a parity adjustment of 5%.~~
- ~~5. Effective the pay period beginning October 22, 2016, all employees in the classification of Health Client Benefit Representative will receive a parity adjustment of 2% to adjust for the increased workload due to ACA.~~



Kiernan Colby  
Co-Chief Negotiator – SEIU

1/24/22

Date



Ben Fuchs  
Co-Chief Negotiator – SEIU

1/24/22

Date



Ajita Patel  
Chief Negotiator – County

1/24/2022

Date



**TENTATIVE AGREEMENT**

**8.2 MECHANIC TOOL ALLOWANCE**

Effective upon Union ratification and Board of Supervisors approval, all employees in budgeted positions in the classes listed below shall be eligible to receive a tool reimbursement of up to a maximum of \$1,000 per contract year, which shall be paid following presentation of receipts documenting the purchase:

- Automotive Mechanic
- Senior Automotive Mechanic
- Heavy Equipment Service Worker
- Heavy Equipment Mechanic I
- Heavy Equipment Mechanic II
- Supervising Heavy Equipment Mechanic
- Pump Maintenance Mechanic



Kieran Colby  
Co-Chief Negotiator – SEIU

1/24/22  
Date



Ben Fuchs  
Co-Chief Negotiator – SEIU

1/24/22  
Date



Ajita Patel  
Chief Negotiator – County

1/24/2022  
Date

## TENTATIVE AGREEMENT

### 9.6 RETIREMENT (PERS) – LOCAL MISCELLANEOUS MEMBERS & COUNTY PEACE OFFICER SAFETY MEMBERS TIER 3 CAP

#### A. Compensation Cap

Employees hired on or after January 1, 2013, who fall in Tier 3 as defined in Article 9.1.A.3 are subject to the compensation cap pursuant to PEPRRA (AB340). Upon reaching the compensation cap as determined by AB340, the employee and employer contributions to CalPERS retirement shall cease until the first full pay period in the following calendar year. In lieu of CalPERS retirement contributions the employee may participate with the employer in a Defined Contribution Plan administered by a third party and in accordance with Internal Revenue Service Regulations, administrator guidelines, and AB340.

Such Defined Contribution Plan shall require employee and employer contributions for those employees who choose to participate in the plan. Pursuant to the Defined Contribution Plan guidelines, the decision to participate is a one-time irrevocable decision. Newly eligible employees shall be provided an election window that is governed by Internal Revenue Service Regulations and administrator guidelines. For plan participants, the employee contribution shall be three percent (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.

#### 1. 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 fifty (50) years. The date of County service, for the purpose of vesting under this article only, shall be the employee's date of hire. An employee who separates and returns to Santa Cruz County is deemed to have qualifying consecutive County service, as long as the employee does not withdraw his/her employee contributions from the defined contribution plan.

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

#### 2. Investment Control

Employees 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 with fiduciary responsibility in a manner consistent with other County Investments. Employees may request information from the Personnel Department regarding investment strategy and the rate of return.

3. 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.

4. Me Too Provisions

If the County offers a different plan to other Tier III 3 employees during the term of this agreement, SEIU has the option of adopting the terms of that plan, subject to Internal Revenue Service Regulations, and plan administrator guidelines.

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/21  
Date

9/8/2021  
Date

## TENTATIVE AGREEMENT

### 10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT

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

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

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 2016, the County will provide the following monthly benefit contributions for active employees:~~

~~a. 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.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = 95% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$651.80, which includes the PEMHCA minimum contribution.~~

- ~~2. Employee + one dependent = 90% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1235.54, which includes the PEMHCA minimum contribution.~~
  - ~~3. Employee + two or more dependents = 90% of the 2016 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1606.20, which includes the PEMHCA minimum contribution.~~
2. For calendar year 2017, the County will provide the following monthly benefit contributions for active employees:
- a. ~~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.~~
  - b. ~~FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~
    - ~~1. Employee only = 95% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser): \$696.63, which includes the PEMHCA minimum contribution in 2(a)(1).~~
    - ~~2. Employee + one dependent = 90% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser): \$1319.92, which includes the PEMHCA minimum contribution in 2(a)(2).~~
    - ~~3. Employee + two or more dependents = 90% of the 2017 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser): \$1715.90, which includes the PEMHCA minimum contribution in 2(a)(3).~~
3. For calendar year 2018, the County will provide the following monthly benefit contributions for active employees:
- a. ~~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.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

~~1. Employee only = 95% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$696.63, which includes the PEMHCA minimum contribution in 3(a)(1).~~

~~2. Employee + one dependent = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1319.92, which includes the PEMHCA minimum contribution in 3(a)(2).~~

~~3. Employee + two or more dependents = 90% of the 2018 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1715.90, which includes the PEMHCA minimum contribution in 3(a)(3).~~

~~Upon receipt of the 2018 CalPERS health rates, should the rates provide for County contributions less than those identified in 3 (b) (1-3), the parties shall meet and discuss options. At no time during the 2018 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

~~4. For calendar year 2019, the County will provide the following monthly benefit contributions for active employees:~~

~~a. 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.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

~~1. Employee only = 95% of the 2019 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$696.63, which includes the PEMHCA minimum contribution in 4(a)(1).~~

2. ~~Employee + one dependent = 90% of the 2019 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1319.92, which includes the PEMHCA minimum contribution in 4(a)(2).~~
3. ~~Employee + two or more dependents = 90% of the 2019 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1715.90, which includes the PEMHCA minimum contribution in 4(a)(3).~~

~~Upon receipt of the 2019 CalPERS health rates, should the rates provide for County contributions less than those identified in 4(b)(1-3), the parties shall meet and discuss options. At no time during the 2019 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

5. ~~For calendar year 2020, the County will provide the following monthly benefit contributions for active employees:~~

~~a. 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.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

1. ~~Employee only = 95% of the 2020 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$696.63, which includes the PEMHCA minimum contribution in 5(a)(1).~~
2. ~~Employee + one dependent = 90% of the 2020 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1319.92, which includes the PEMHCA minimum contribution in 5(a)(2).~~
3. ~~Employee + two or more dependents = 90% of the 2020 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1715.90, which includes the PEMHCA minimum contribution in 5(a)(3).~~

~~Upon receipt of the 2020 CalPERS health rates, should the rates provide for County contributions less than those identified in 5(b)(1-3), the parties shall meet and discuss~~

~~options. At no time during the 2020 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

6. ~~1. As soon as administratively possible, f~~For calendar year 2021, the County will provide the following monthly benefit contributions for active employees:

a. 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.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = \$869.32, which includes the PEMHCA minimum contribution in 61(a)(1). The County's contribution represents 95% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.
2. Employee + one dependent = \$1656.08, which includes the PEMHCA minimum contribution in 61(a)(2). The County's contribution represents 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.
3. Employee + two or more dependents = \$2155.90, which includes the PEMHCA minimum contribution in 61(a)(3). The County's contribution represents 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.

At no time during the 2021 plan year will the County pay more than the full costs associated with employees' health plan selection.

2. Effective as soon as administratively possible, for calendar year 2022, the County will provide the following monthly benefit contributions for active employees:

a. 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.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$879.32. This includes the PEMHCA minimum contribution in 2(a)(1).
2. Employee + one dependent = 90% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,666.08. This includes the PEMHCA minimum contribution in 2(a)(2).
3. Employee + two or more dependents = 90% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,165.90. This includes the PEMHCA minimum contribution in 2(a)(3).

At no time during the 2022 plan year will the County pay more than the full costs associated with employees' health plan selection.

3. For calendar year 2023, the County will provide the following monthly benefit contributions for active employees:

a. 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.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$927.68. This includes the PEMHCA minimum contribution in 3(a)(1).

2. Employee + one dependent = 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,757.71. This includes the PEMHCA minimum contribution in 3(a)(2).
3. Employee + two or more dependents = 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,285.02. This includes the PEMHCA minimum contribution in 3(a)(3).

At no time during the 2023 plan year will the County pay more than the full costs associated with employees' health plan selection.

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

- a. 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.

- b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$978.71. This includes the PEMHCA minimum contribution in 4(a)(1).
2. Employee + one dependent = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,854.39. This includes the PEMHCA contribution in 4(a)(2).
3. Employee + two or more dependents = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,410.70 This includes the PEMHCA contribution in 4(a)(3).

At no time during the 2024 plan year will the County pay more than the full costs associated with employees' health plan selection.

- C. Employees in this representation unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the



PEMHCA Program, or any other CalPERS approved County offered alternate medical plan in which they and their dependents are enrolled.

- D. Employees hereby authorize the County to make a payroll deduction for the payment of the required CalPERS administrative fee based upon the plan selected by the employee.
- E. Should CalPERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by CalPERS.
- F. Pre-Tax Dollar Program.

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

G. Survivor Coverage.

Upon the death of an active employee who has dependents covered under a medical plan offered through the County, the County shall provide reimbursement of medical premium costs for six (6) months following the death of the employee for the surviving eligible dependents.

H. Retiree Health Care.

- 1. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care (PEMHCA) Program and CalPERS regulations.
- 2. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contributions are as follows:
  - a. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's medical contribution towards retiree health insurance shall be the PEMHCA minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. This amount shall be paid directly to CalPERS. In addition, the County may make a longevity contribution (as defined in H.2.b below) to reimburse retirees or qualifying family members of a deceased annuitant (see section H.3) for a portion of the cost of the health premium deducted from the retiree's pension. Longevity contributions shall be paid directly to the retiree or a qualifying family member of a deceased annuitant (see section H.3) by the County on a monthly basis.
  - b. Effective January 1, 2012 for all employees in this unit who retire on or after January 1, 2012 from the County, the County will make a longevity contribution towards

retiree health insurance, which when added to the PEMHCA minimum will total the amount shown in the following longevity schedule (See Attachments E & F):

1. Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum Only.
  2. For retirees with 6+ years of County service, each additional year of service above 5 years shall be recognized with a fixed dollar increase per year, as shown on Attachment E and F, to a maximum of \$507 at the age of 55 with 20 years of service for Retiree Only and to a maximum of \$557 at the age of 55 with 20 years of service for Retiree Plus one or more dependents.
  3. For retirees with 6+ years of County service, each additional year of service beyond age 55 shall also be recognized with a 5% increase, as shown on Attachment E and F, to a total County Contribution maximum of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
  4. Upon the retiree or the qualifying family member of a deceased annuitant (see section H.3) attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMHCA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachment E and F.
  5. Effective in any calendar year that the PEMHCA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee at age 55 with 6+ years of service, the longevity schedules (See Attachment E and Attachment F) shall be revised to reset the fixed dollar increase between the years 5-20, thereby ensuring that the provisions of Section 2.b(2) are met.
  6. Increases to the County contribution pursuant to Section 2.b(5) shall only apply to retirees with retirement dates on or after the date of said revision(s) to Attachment E and/or Attachment F.
  7. Retiree's contributions from County shall remain fixed at the amount determined at the date of their retirement (per Attachment E and F) 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.
  8. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.
  9. Employees who retire under a disability will receive the greater of:
    - a) 300% of the PEMHCA minimum or
    - b) the benefit as determined by the longevity schedule.
3. Effective January 1, 2014

The County's contribution to the monthly health premium is calculated based on age at retirement and number of County service years and is available only to County employees in the Classified Service that have attained permanent status as defined in Article 23.1.

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

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

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

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

I. Waiver of Coverage.

Employees who meet the following criteria are eligible to receive a cash "opt out" payment of \$200 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 minimal essential coverage as defined by the Internal Revenue Service (IRS) through another group health plan (or other plan deemed acceptable by the IRS) for the employee and for all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable plan year to which the opt out payment applies.
3. The employee must provide the County with proof of and attestation to coverage every plan year. Such proof and attestation must be provided at the time the employee first wishes to opt out of County-provided medical insurance, and during Open

Enrollment each year thereafter, so long as the employee wishes to continue to opt out of County provided medical coverage.

Reimbursements to employees shall be made on a quarterly basis.



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Kiernan Colby  
Co-Chief Negotiator – SEIU

1/24/22

Date



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Ben Fuchs  
Co-Chief Negotiator – SEIU

1/24/22

Date



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Ajita Patel  
Chief Negotiator – County

1/24/2022

Date

TENTATIVE AGREEMENT

10.4 DISABILITY INSURANCE

- A. Employees in this unit have elected to be enrolled in the State Disability Insurance (SDI) program, which replaces the County provided plan with all costs of participation to be borne by the employee through a payroll deduction. ~~The County costs for administrative shall not exceed \$3000 and the parties agree that any additional administrative costs shall be recovered by the County through a payroll deduction.~~
- B. When an employee is on a leave of absence during which time the employee has applied or reapplied for SDI, the employee has the option to utilize their annual leave or remain in an unpaid status during the seven (7) day waiting period required for SDI.

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Co-Chief Negotiator – SEIU

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

10/23/21  
Date

10/27/21  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

10/25/21  
Date



## TENTATIVE AGREEMENT

### 10.7 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY (DIRECT PAY)

The County and Union agree to abide by CalPERS requirements under the California Public Employees' Retirement Law regarding continuation of insurances during leaves of absence without pay. In order to continue County insurance benefits coverage during a leave of absence without pay of a full pay period or more, the employee must pay their insurance premiums in accordance with the provision of this Article (10.7). Employees who do not follow the procedure set forth below may have their insurance benefits canceled during the period of their leave of absence without pay. "Advance payment" means payment must be received by the Employee Insurance/Benefits Division of the County Personnel Department or postmarked by 5:00 p.m. on the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be postmarked or received by the Employee Insurance/Benefits Division of the County Personnel Department by 5:00 p.m. on the first full working day following the holiday.

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

#### B. Health Insurance.

1. If the leave is under 30 calendar days, the County will collect the amount due through payroll deductions after the employee returns to paid status in accordance with Article 10.7.D.
2. In order to continue to receive health benefits during an unpaid leave of absence of 30 calendar days or longer, the employee must enroll in the CalPERS Direct Pay program and pay 100% of their health plan premium (both the employee and the County



contributions) directly to the health plan. Personnel will provide the employee with a Direct Pay packet which the employee must complete and return. The employee will then be enrolled in Direct Pay and the health plan will provide them with information on the premium payment process.

- a. As required by Federal or State law, the County will reimburse eligible employees who are on approved leaves under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL) or Workers' Compensation for the County share of the health plan premium for both employee and dependents, in the same amount as if the employees were working or on paid leave.

The employee is responsible for paying the regular employee contribution for their benefits and those of their dependents and will not be reimbursed for that contribution.

- b. An employee on an approved Medical leave of absence that is not FMLA, CFRA, PDL or Workers' Compensation will be reimbursed for the County share of the health plan premium for the employee only. The employee will not be reimbursed for the County share of the health plan premium for any dependents.

The employee is responsible for paying the regular employee contribution for their benefits and those of their dependents and will not be reimbursed for that contribution.

- c. An employee on a Personal leave of absence is responsible for the full County and employee shares of the premiums for both the employee and their dependents for the health plan and will receive no reimbursement.

3. If an employee declines to enroll in Direct Pay or fails to pay their premiums to their health plan as required, health benefit coverage for the employee and any dependents may be canceled.

4. Employees who do not pay for insurance coverage during the leave of absence are treated like a new employee with regard to determining when coverage begins. Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

#### C. Other Benefits.

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

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

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

- ~~2. Continuation of Employee Insurance while on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution towards any insurance benefits for themselves or their dependent(s).~~
1. An employee on any of the above types of leave other than Personal leave is responsible for paying the County the employee contribution toward dental, dependent vision and supplemental life insurance and any other similar fee for service benefits in order to retain these services. The County will continue to cover the regular County contribution.
2. An employee on a Personal leave of absence is responsible for paying the County both the full County and the full employee contributions toward the premiums for both the employee and their dependents for dental, vision, and both regular and supplemental life insurance, and any other similar fee for service benefits in order to retain these services.
3. During any unpaid leave, the employee is responsible for paying the County their regular contribution toward any pre-tax program they are enrolled in under Article 10.1.F. (Flexible Spending Account).

#### D. Repayment

The County shall have the right to recover from the employee any unpaid contributions due under this Article (10.7).

##### a. Current Employees

If the employee continues employment with the County following the end of the unpaid leave, upon the employee's return to paid status the County shall provide the employee

with a written accounting of any amount due and shall recover that amount through payroll deductions. Such deductions shall not exceed \$250 per pay period and shall continue until the full amount due has been recovered.

b. Separated Employees

If the employee separates from County employment before the full amount due has been recovered, the County shall have the right to recover any amounts still owing through amounts unpaid and non-recoverable with regard to employee/dependent coverage through payroll deduction, attachment of wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

Kiernan Colby

Kiernan Colby  
Co-Chief Negotiator – SEIU

10/23/21

Date

Ben Fuchs

Ben Fuchs  
Co-Chief Negotiator – SEIU

10/25/21

Date

Ajita Patel

Ajita Patel  
Chief Negotiator – County

10/27/21

Date

TENTATIVE AGREEMENT

11.1 MEAL PERIODS

All full-time employees shall be granted a meal period not less than thirty (30) minutes, scheduled at approximately the mid-point of the work period. Supervisors should make advance arrangements for relief or coverage as needed to ensure that employees are able to take their meal periods. An employee who is not relieved of duty in time to take their scheduled meal period should immediately notify their supervisor, who shall be responsible for arranging coverage as needed so the employee can take their meal period as soon thereafter as possible. Employees required to be at workstations for eight (8) or more consecutive work hours shall have their meal period during work hours.

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Ajita Patel  
Ajita Patel  
Chief Negotiator – County

10/4/21  
Date

9/28/2021  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

09/28/2021  
Date

TENTATIVE AGREEMENT

ARTICLE 11.2 REST PERIODS

All employees shall be granted a rest period during each four (4) hours of work. Departments may make reasonable rules concerning the rest period scheduling. Rest periods shall be taken as close to the middle of the work period as is practicable. Supervisors should make advance arrangements for relief or coverage as needed to ensure that employees are able to take their rest periods. If an employee has the opportunity to take a rest period but fails to do so, the rest period is waived. Rest periods not taken shall be waived.

Restroom breaks shall not count against employees' rest periods.



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9/23/21

Date



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9/23/2021

Date



Ben Fuchs  
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09/23/2021

Date



**TENTATIVE AGREEMENT**

**12.2 AUTHORIZATION**

Employees cannot work overtime without the advance approval of department heads or their designated agents. Advance approval may include written instructions from department heads for standard situations, and such instructions may be changed by department heads from time to time. Operational needs vary by department. Departments shall ensure that plans are in place to relieve employees at the end of their scheduled shifts. Departments shall ensure that employees are relieved at the end of their scheduled shifts when overtime is not approved. This shall not prevent the parties from mutually agreeing to other arrangements.

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Date

## TENTATIVE AGREEMENT

### 13.1 ON-CALL DUTY

- A. Defined. On-call duty is defined as the requirement by the department for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period. ~~To be assigned on-call duty, an employee must be on a written on-call departmental schedule that has been approved by the County Administrative Officer.~~
- B. Time Worked.
1. Time spent in answering phone calls or responding to calls by phone is considered time worked which counts towards overtime.
  2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site. Travel time to the job site shall not be considered time worked.
  3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on call pay.
- C. Compensation.
- ~~1. Except as specifically provided in sub-paragraph 2 of this paragraph, an employee assigned on-call duty shall receive \$2.00 per hour when assigned to be on-call (or \$16.00 for an eight-hour period, \$32.00 for a sixteen-hour period, and \$48.00 for a twenty-four hour period).~~
  - ~~2. Employees in the following classes shall receive \$3.00 per hour when assigned to be on-call: Mental Health Client Specialist, Senior Mental Health Client Specialist, Mental Health Supervising Client Specialist, Community Mental Health Aide, Clinical Psychologist.~~
  3.
    1. Effective September 13, 2014 all employees assigned on-call duty shall receive \$3.00 per hour when assigned to be on-call.
    2. Effective the first full pay period after Union ratification and Board of Supervisors approval, all employees assigned on-call shall receive \$4.00 per hour (or \$32 for an 8-hour period, \$64 for a 16-hour period, and \$96 for a 24-hour period) when assigned to be on-call.

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



Kiernan Colby  
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1/24/22

Date



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1/24/2022

Date



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1/24/22

Date

## TENTATIVE AGREEMENT

### 14.2 SHIFT DIFFERENTIAL

- A. Swing Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and 12:00 a.m. as a regular work assignment shall be paid a rate of ~~\$1.50~~\$1.75/hour above their hourly salary rate for a swing shift differential. ~~Effective October 22, 2016, the rate shall be \$1.75/hour above the salary rate.~~
- B. Graveyard Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 12:00 a.m. and 8:00 a.m. as a regular work assignment shall be paid a rate of ~~\$1.65~~\$2.00/hour above their hourly salary rate for a graveyard shift differential. ~~Effective October 22, 2016, the rate shall be \$2.00/hour above the salary rate.~~
- C. Corridor Application. The predominant number of hours scheduled in a shift determine the differential to be paid and the entire shift is to be paid at the appropriate shift differential. If equal hours are worked in each of the shift periods then the higher shift differential will be paid. If a split shift is worked where an individual works four (4) hours and then is off for a period of time and then returns to complete the four (4) hours, then the criteria of eight (8) consecutive hours has not been met and there is no eligibility for the differential.

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9/8/21  
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Date

TENTATIVE AGREEMENT

14.3 BILINGUAL PAY DIFFERENTIAL

- A. The County shall provide bilingual payment of an additional ~~\$0.50~~ \$1.00 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level One and the employee is certified as qualified at Level One, by the County Personnel Director. ~~Effective September 27, 2014, the rate shall be \$1.00 per hour above the base hourly rate.~~

The County shall provide bilingual payment of an additional ~~\$0.85~~ \$1.35 per hour above the base hourly rate where the employee is required by the appointing authority to use their bilingual skills at Level Two and the employee is certified as qualified at Level Two by the County Personnel Director. ~~Effective September 27, 2014, the rate shall be \$1.35 per hour above the base hourly rate.~~

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

- B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.
- C. The County shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The County may require retesting of employees for the purpose of certifying that employees possess the necessary skill level.
- D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.

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Date

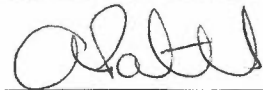



**TENTATIVE AGREEMENT**

**14.6 LONGEVITY DIFFERENTIAL**

- A. Prior to July 12, 1997: Employees who have completed 62,401 of County Service Hours shall be paid a Longevity Differential of 3.0% of their base hourly rate.
- B. On and After July 12, 1997: Employees who have completed 52,000 hours (equivalent to approximately 25 years of full-time employment) shall be paid a Longevity Differential of 3.0% of their base hourly rate. Effective the pay period beginning September 17, 2022, employees who have completed 41,600 County Service Hours (equivalent to approximately 20 years of full-time employment) shall be paid a Longevity Differential of 3% of their base hourly rate.
- C. For the purposes of the longevity differential only, employees with a break in service from Santa Cruz County may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer (CAO); and only for service years with the County of Santa Cruz, if the employees had permanent Civil Service status and were in good standing at the time of separation, and return to County employment in a budgeted position within two years of separating ~~met or could meet the requirements under the Civil Service Rules Section XIII B. (Reinstatement).~~ The decision of the CAO shall be final.
- D. For the purposes of the longevity differential only, employees who leave County service in order to pursue higher education may be credited for previous service years with the County of Santa Cruz with the approval of the County Administrative Officer (CAO); and only for service years with the County of Santa Cruz, if the employees had permanent Civil Service status and were in good standing at the time of separation, and return to County employment in a budgeted position within four years of separating, upon presentation of proof that the employees spent the full four years of separation enrolled in higher education. The decision of the CAO shall be final.
- E. Employees are eligible for credit for previous service years under C or D but not both.

  
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1/24/22  
Date

**TENTATIVE AGREEMENT**


**ARTICLE 15 OTHER COMPENSATION PROVISIONS**

**15.1 AUTOMOBILE-MILEAGE REIMBURSEMENT**

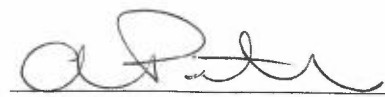
- A. The County agrees to reimburse employees for authorized use of their private automobiles vehicles at the Internal Revenue Service maximum allowable rate in effect at the time of travel as confirmed by the Auditor-Controller.
  
- B. Changes to the mileage reimbursement above rate will commence in accordance with Internal Revenue Service timelines and regulations~~the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.~~
  
- C. Employees are expected to travel by the shortest route between the two points of travel whenever feasible but may take an alternate route if circumstances make the shortest route impractical (e.g., traffic conditions, road work, etc.). Employees shall make a notation on their travel claim form of the reason for any alternate route taken.

  
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Date

**TENTATIVE AGREEMENT**

**ARTICLE 15      OTHER COMPENSATION PROVISIONS**

**15.2 REIMBURSEMENT FOR PROPERTY DAMAGE**

In the event that an employee, required by his/her department head to use a private automobile on County business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either ~~his/her~~ the employee's own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding ~~\$150.00~~ \$2,000 provided that any claims the employee may have against ~~his/her~~ their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. ~~Effective September 11, 2013, the maximum reimbursement available shall be increased to \$1,000.00.~~



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Ajita Patel  
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1/24/2022  
\_\_\_\_\_  
Date

# TENTATIVE AGREEMENT

## 16.1 HOLIDAYS

### A. Holidays Specified

The following are Holidays which apply for eligible General Representation Unit employees:

1. January 1 - New Year's Day
2. The third Monday in January, known as "Martin Luther King Jr. Day"
3. The third Monday in February, known as "Presidents' Day"
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4 - Independence Day
7. The first Monday in September, known as "Labor Day"
8. The second Monday in October, known as "Indigenous People's Day"
9. November 11 - known as "Veterans Day"
10. The Thursday in November appointed as "Thanksgiving Day"
11. The Friday in November - the day after Thanksgiving Day
12. ~~Half day on December 24 - "Christmas Eve". Effective calendar year 2018 and beyond, Christmas Eve shall be a full day holiday.~~
13. December 25 - "Christmas"
14. June 19, known as "Juneteenth".

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

Holidays which fall on a Sunday shall be observed on the following non-holiday work day.  
Holidays which fall on a Saturday shall be observed on the preceding non-holiday work day.




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## TENTATIVE AGREEMENT

### 16.2 ANNUAL LEAVE

#### A. Eligibility

Annual leave benefits shall only be provided to those employees in classes assigned to the General Representation Unit. Such annual leave benefits shall be provided in accordance with the following:

1. Full-time Employees.

Each employee in a full-time position shall be eligible to receive annual leave after the completion of 1040 hours of service from date of original appointment to a budgeted position. No annual leave shall accrue or be available to the employee prior to the completion of the required 1040 hours.

2. Part-time Employees.

Each employee in a part-time position shall be eligible to receive annual leave after completing hours of service equivalent to six (6) months; provided, however, that the six (6) months of service shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26). No annual leave shall accrue or be available to the employee prior to the completion of the hours of service equivalent to six (6) months.

3. Provisional Employees on Original Appointment.

If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for annual leave.

4. Employees Reappointed from Layoff.

Employees who are laid off from a budgeted position and then reappointed within a period of twenty-four (24) months of layoff shall receive credit for hours of service accrued prior to layoff for purposes of determining eligibility for annual leave.

5. Reinstated Employees.

Employees granted reinstatement within a period of twenty-four (24) months following resignation shall be considered as a new employee for purposes of annual leave unless the reinstatement follows layoff from a budgeted position.

#### B. Annual Leave Allowance

1. Employees Reappointed from Layoff (Within 24 months).



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

## 2. Accruals

- a. Eligible full-time employees shall be credited with approximately 88 hours of annual leave upon completion of 1040 hours of service.
- b. Eligible part-time employees shall be credited with annual leave on a prorated basis proportionate to the authorized hours of their positions, upon completion of the required hours of service under subsection 16.2 A 2 of this section.
- c. Thereafter, each eligible part-time and full-time employee shall accumulate annual leave for each subsequent completed hour of service:

1040-10,400 hours of service (approximately 6 months through 4 years);  
.0846 hours per hour of service (approximately 22 days per year of service).

10,401-20,800 hours of service (approximately 5 through 9 years);  
.1038 hours per hour of service (approximately 27 days per year of service).

20,801-31,200 hours of service (approximately 10 through 14 years);  
.1231 hours per hour of service (approximately 32 days per year of service).

31,201 hours of service and over (approximately 15 years and over);  
.1423 hours per hour of service (approximately 37 days per year of service).

## C. Conditions and Limitations on Use

### 1. Purpose.

Annual leave is a benefit provided for the employee in lieu of vacation and sick leave.

### 2. Accruals.

Employees receiving annual leave accruals shall not accrue vacation or sick leave benefits.

#### a. Vacation Accruals.

Any balance of vacation hours accrued to an employee in the General Representation Unit as of midnight of July 20, 1979, shall be added to annual leave and such hours shall be subject to the conditions outlined herein for annual leave.

b. Sick Leave Accruals.

Any balance of sick leave accrued to an employee in the General Representation Unit as of midnight on July 20, 1979 shall be retained as a sick leave credit for use in the case of a bona fide illness of the employee and subject to provisions as outlined in the Salary, Compensation and Leave Provisions of the County Personnel Practices, Subsection 166.4, "Sick Leave". For those who terminate employment after the July 20, 1979 date with a sick leave balance remaining to their credit, the provisions as outlined in Subsection 166.4 paragraph F, "Conversion of Sick Leave Upon Separation" shall apply.

3. Employee Illness/Care of a Family Member.

Employees shall become eligible to utilize annual leave for the purposes of sick time on the 90<sup>th</sup> day of employment. Annual leave with pay can be used in the case of a bona fide illness or incapacity of the employee upon the approval of the department head. The Personnel Director or a department head may require evidence in the form of a physician's and/or the County Medical Director's certificate of the adequacy of the reason for any absence due to illness or incapacity of the employee. Any employee who is a member of a bona fide religion, body or sect which has historically held objections to medical science and practices may appeal the requirement to the County Administrative Officer. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

a. Care of Immediate Family Member.

An employee may be granted permission to use annual leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. Immediate family shall mean son or daughter including variation of step or foster, spouse or domestic partner, parents, grandparents, grandchild, brother or sister of the employee or any person living in the immediate household of the employee.

b. Employees shall be granted permission to use accrued annual leave to attend to the illness of a child, parent, spouse or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of annual leave as sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or her child, parent, spouse or domestic partner. As used in this paragraph: "child" means a

biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

4. Time for Annual Leave.

The scheduling of annual leave shall be determined by the appointing authority after mutual consideration of employee convenience and administrative requirements. An employee's supervisor will respond in writing to written requests for annual leave (Form PER1082) within ~~twenty-one~~fourteen (21~~1~~4) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial. It is understood that the criteria used by departments to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit. Beginning December 12, 1991, each County department will provide employees in this representation unit with written criteria by which that the department prioritizes annual leave requests. The scheduling of annual leave requests shall not be capricious or arbitrary.

5. Maximum Accrual.

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

6. Increments.

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

7. No Loss of Credits.

No department head shall cause an employee to lose earned annual leave credits. It shall be a shared responsibility of the employee and supervisor to ensure that the parties coordinate the scheduled time off. It is the responsibility of the operating department to notify the employee when they are within four (4) pay periods of reaching their maximum vacation accruals, and it is the responsibility of the employee to request time off in order to avoid loss of accruals. Requests for time off shall be made in accordance with Article 16.2 C.4.

8. Donations to Voluntary Time Bank.

All employees covered by this agreement may voluntarily participate in the following County of Santa Cruz voluntary time bank programs, provided the conditions of the County Policy are met: Voluntary Time Bank for Catastrophic Illness or Injury; Voluntary Time Bank for a Continuing Catastrophic Illness or Injury; Voluntary Time Bank for Natural Disasters; Voluntary Time Bank established for an employee

who must settle family affairs resulting from the death of an immediate family member. It is understood that participation in this program is voluntary.


9. No Duplication with Workers' Compensation or State Disability Insurance (SDI/PFL)


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


Accrued annual leave may be prorated to add to SDI/PFL temporary disability benefits. Employees on SDI/PFL who choose to integrate their accrued annual leave must use a minimum of 30 hours a pay period, prorated for part-time workers, so long as this does not cause the employee to exceed their normal pay.

D. Annual Leave Payoff Upon Separation.

Full-time and part-time employees who are eligible for annual leave under subsection 16.2 A of this section shall be paid the monetary value of any earned annual leave to their credit at the time they separate from County service. Payoff of unused annual leave upon separation eliminates all earned annual leave accrued to employees.

  
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1/24/22  
Date

  
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**TENTATIVE AGREEMENT**

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

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

- A. For pregnancy/childbirth, this two (2) month period would include any requested time off which does not meet the pregnancy disability requirements stated above (including any time taken off prior to birth when the pregnant employee is not disabled, as well as time taken off by the employee after the disability period).
- B. For ~~all the father parents~~ of a newborn child or for the parent(s) of a newly adopted child not covered by 17.8(A), this two (2) month period includes any time taken off from the date of birth or adoption. Additional personal leave related to maternity, paternity, or adoption may be granted at the discretion of the appointing authority. Departments may require documentation to support a request for personal leave for ~~paternal~~ these reasons.
- C. Employees in this unit are covered under State Disability Insurance and Paid Family Leave through the State of California.



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TENTATIVE AGREEMENT

19.4 ACCESS TO PERSONNEL REGULATIONS

Employees shall be allowed reasonable access to the County ~~P~~ersonnel ~~R~~egulations, which are available on both the County Intranet and on the Internet ~~manual in the employee's department.~~

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Date



TENTATIVE AGREEMENT

**ARTICLE 21 CLASSIFICATION ACTIONS AND SALARY PROTECTION**

~~21.4 INFORMATION TECHNOLOGY CLASSIFICATION STUDY IMPLEMENTATION~~

- ~~A. Effective January 14, 2017, the County will implement the IT salary schedule set forth in Attachment D.~~
- ~~B. Affected employees shall be placed in the salary step closest to 10% above their current pay rate, in accordance with the County's promotional rules.~~
- ~~C. No employee shall experience a reduction in pay as a result of the implementation of the IT salary study.~~
- ~~D. The County and the Union agree to meet and confer over the impacts associated with the implementation of this article.~~

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## TENTATIVE AGREEMENT

### ARTICLE 22 GRIEVANCE PROCEDURE

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

#### 22.2 DEFINITION

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

1. A management interpretation or application of provisions of this Memorandum of Understanding ~~which~~ that adversely affects an employee's wages, hours or conditions of employment, except as provided for in subsections 22.2 B, C, D and E below.
2. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, ~~which~~ that directly applies to employees in the General Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:

1. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order or this Memorandum of Understanding.
2. Dismissals, suspension, or reduction in rank or classification (appeal process through Civil Service).
3. Probationary dismissals upon original appointment.
4. Content of performance evaluations.
5. Leaves of Absence, Article 17.2-5.
6. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code (appeal process through Civil Service).
7. Complaints regarding occupational health and safety or the applicable procedures for such complaints (report to appropriate State or Federal agency).
8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.
9. Relationship Affirmation, Article 4.1

C. Alleged violations of Article 6A.1 (anti-discrimination) are arbitrable; provided compliance with that and subject to the following: The employee must utilize the County's EEO process

as a condition precedent to arbitration, and the matter shall not be ripe for arbitration until the EEO claim is resolved at the last level within the County (i.e., after appeal to the County Administrative Office). See Personnel Regulation Section 192. Employees may appeal and request arbitration of the County Administrative Officer's decision on harassment and/or discrimination complaints via a written appeal and request to the Personnel Director within seven (7) calendar days of the employee's receipt of said decision in writing to the Personnel Director. Arbitration after compliance with the County's internal EEO process and in compliance with Article 22.5B.4 will be final and binding.

- D. With the exception of the provisions regarding arbitration of discrimination matters specified in subsection C, the exclusions from the grievance procedure specified in Article 22.2B remain unchanged, are in full force and effect, and are not grievable or arbitrable.
- E. Allegations that the County's actions on any excluded matter (Article 22.2B) were based on discriminatory intent does not render the matter grievable or arbitrable under Article 6, Article 22.2C or any other provision of the MOU.

### 22.3 PRESENTATION

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

### 22.4 GENERAL PROVISIONS

- A. The provisions of this Article shall not abridge any rights to which an employee may be entitled under the County's limited civil service system, or merit employment system, nor shall it be administered in a manner which would abrogate any power which, under the limited civil service system, or merit employment system, is the sole province and discretion of the Civil Service Commission.
- B. The time limits set forth in this Article (Article 22) are essential to the grievance procedure and shall be strictly observed.
  - 1. Failure of the employee(s) or Union to file a grievance within the required time limits at Step 1 shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any subsequent step shall result in an automatic advancement of the grievance to the next step.
  - 2. Time limits specified in the processing of grievances may be waived by mutual written agreement.
- C. In no event shall any grievance include a claim for money relief for more than a ninety (90) day period prior to filing of the grievance. Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be

in writing and shall specify the name of each affected employee and the specific relief to be afforded to each.

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

## 22.5 PROCEDURE

### A. Informal

The County and the Union agree that the informal resolution of grievances promotes harmonious employee-management relations. Employees are encouraged to act promptly through an informal meeting with their immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other resolution, rule or ordinance. If the Union and County management are actively engaged in an attempt to resolve the matter informally, the parties may agree in writing to toll the time limit for filing the grievance until the informal process concludes.

### B. Formal

#### 1. STEP 1

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

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

The department head or designated representative shall provide a written decision within thirty (30) calendar days of receipt of the grievance. Unless mutually

waived, the department head or designee shall meet with the grievant/Union prior to issuing their decision.

2. STEP 2

If the aggrieved is not satisfied with the first step decision, he/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. Unless mutually waived, the Personnel Director or designee shall meet with the grievant/Union prior to issuing their decision.

3. STEP 3

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

4. MEDIATION

Prior to advancing to arbitration under "5 – ARBITRATOR," both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to arbitration. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the arbitrator.

5. HEARING OFFICER/ARBITRATOR

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

a. Procedures for choosing an arbitrator hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at Step 3. Prior to the selection of the arbitrator 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 arbitrator hearing officer.

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

- e. ~~At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer. If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer.~~
- d. c. Except when briefs are submitted as specified in the preceding, it shall be the duty of the arbitrator ~~hearing officer~~ to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
- e. d. The arbitrator ~~hearing officer~~ shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the arbitrator ~~hearing officer~~ have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Board of Supervisors, State law, or written rule.
- f. e. The decision of the arbitrator ~~hearing officer~~ shall be final and binding upon the parties.

  
 \_\_\_\_\_  
 Kiernan Colby, Co-Chief Negotiator - SEIU

12/9/21  
 Date

  
 \_\_\_\_\_  
 Ajita Patel, Chief Negotiator - County

12/9/2021  
 Date

  
 \_\_\_\_\_  
 Ben Fuchs, Co Chief Negotiator - SEIU

12/9/21  
 Date



## TENTATIVE AGREEMENT

### 23.10 RETENTION OF REEMPLOYMENT LIST STATUS

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

#### A. Departmental Reemployment Lists.

If an opening occurs in the department from which employees were laid off, those on the reemployment list will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority. A Departmental Overfill List is the only list that shall have precedence over a Departmental Reemployment List. (Civil Service Rules, Section IV) A department may request selective certification of bilingually qualified employees from a Departmental Reemployment List for a vacant position that is designated as bilingual pursuant to Article 14.3. If there is no departmental reemployment list, the order of certification shall be: (1) County-wide Overfill List; (2) County-wide Reemployment List; and (3) other employment lists as specified in Civil Service Rule VI.B.2.

#### B. ~~County-wide~~ 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 block in no particular order. A department may request selective certification of bilingually qualified employees from a Countywide Overfill List for a vacant position that is designated as bilingual pursuant to Article 14.3. If there is no ~~County-wide~~ 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. Twenty-four (24) months have elapsed from the date of layoff or displacement. A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

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

Kiernan Colby

Kiernan Colby  
Chief Negotiator – SEIU

9/8/21

Date

Ajita Patel

Ajita Patel  
Chief Negotiator – County

9/8/2021

Date

TENTATIVE AGREEMENT

ARTICLE 25 TUITION REIMBURSEMENT AND TRAINING

25.1 TRAINING TASK FORCE & TUITION REIMBURSEMENT

A. The County and the Union recognize the importance of training programs and the development of career ladders and encouraging promotions. The County and the Union agree to a Labor-Management Training Task Force. Such task force will have four (4) representatives from the General Representation Unit and one (1) SEIU staff person for a maximum of five (5) representatives. The task force shall meet semi-annually, upon request by the Union. The scope of the task force shall be:

1. Reviewing and helping select in-house and on-line training programs to help employees prepare for promotional opportunities, clarify career paths within the County service and identify and overcome barriers to career advancement; and
2. Discuss and make recommendations to the Personnel Department regarding ways to improve upward mobility and promotional opportunities for current County employees.

B. ~~The County will develop and launch an on-line New Employee Orientation (NEO) during the course of this agreement, which~~ All employees will be assigned to watch the on-line New Employee Orientation (NEO) on paid work time soon after joining the County workforce. The Union may design The NEO includes a new member orientation module developed by SEIU not to exceed thirty (30) minutes in length, that will be incorporated into the NEO.

C. For the term of this agreement, the County will provide \$25,000 for funding for employees in the General Representation Unit for: the existing Tuition Reimbursement Program; for reimbursement for job-related but not required licenses and/or certificates; and for reimbursement for professional association dues for professional associations for which dues are inseparable from certification and/or licensure.

1. Reimbursement shall only apply to fees paid by the employee during the calendar year in which reimbursement is received. No reimbursement shall be made for fees of less than \$5.
2. Extra Help Employees in the classes of Lifeguard, Head Lifeguard, Aquatic Aide, Recreation Program Specialist, Recreation Coordinator, Recreation Supervisor, Park Service Officer, and Park Recreation Cultural Worker I-IV are eligible to request reimbursement for licenses and certificates pursuant to this section.
3. Employees shall not be reimbursed under both this provision and the provisions of Article 15.3.

Kiarnan Colby  
Kiarnan Colby  
Chief Negotiator – SEIU

9/8/21  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/2021  
Date

## TENTATIVE AGREEMENT

### ARTICLE 26 HSD WORKLOAD COMMITTEE

A. It is the intent of the management of the Human Services Division (HSD) to:

1. Fill vacant budgeted positions and to fill behind approved leaves of absences without pay in excess of thirty (30) days provided that adequate Federal/State funding is available; and
2. Distribute the workloads of clerical staff, benefits representatives, employment training specialists and social workers fairly.

B. In an effort to fairly distribute workload, the HSD management will act to assign staff and/or distribute cases and tasks, with consideration of such factors as case/task complexity, training status, and/or worksite operations.

C. The Workload Committee shall consist of management representatives and Union stewards or alternates from HSD, seven (7) members, three (3) representing management, three (3) employees selected by the Union, and one (1) Union official. Additional attendees may be agreed upon at the request of management or the Union. Committee representation may differ by Division/Program. Meetings will be held at either party's request.

D. The purpose of the Workload Committee shall be to address workload concerns arising from cases/tasks, and/or functional assignments and make recommendations for consideration in the following areas:

1. Workload distribution
2. Workload Impacts
3. Workload efficiencies including but not limited to technology solutions
4. Protected time; and
5. Forecasting future trends and resources needed

Any proposals mutually agreed to by the Committee will be recommended to the HSD Director for timely review and response.

E. In assessing the quality of an employee's work, HSD management will take into consideration the effect of extensive vacancies, major regulatory changes, and technology related impacts.

F. Complaints made pursuant to this Article are not grievable; however, all other



provisions are subject to the grievance procedure.

~~G. Effective immediately, HSD suspends fully cross training Benefits Representatives who are not currently trained in CalWorks until completion of a study. HSD management agrees to conduct a study of business practice options for the following benefit programs: CalWorks, Medi-Cal, CalFresh, General Assistance, and Foster Care Eligibility, and make recommendations by June 30, 2017. In order to ensure that the study addresses the unique issues raised by Benefits Representatives who perform CalWorks eligibility in addition to other benefit programs, HSD will solicit input from the Union as part of the development of parameters for the study.~~

~~Following the completion of the above-described study, the Union and the County agree to diligently and in good faith meet and confer to review and discuss the recommendations and develop a mutually agreeable implementation plan. Such plan must be completed within three months of the completion of the study, unless the parties mutually agree to a later completion date.~~

~~H. During calendar year 2017, the Personnel Department will conduct a "Deep Classification Study" of Benefits Representatives and Benefits Representative Supervisors who administer benefits under the CalFresh and Medi-Cal Programs in conjunction with the CalWorks Program. This particular study is to determine if the above defined employees perform certain specified higher level technical work as compared to others in the same classification. A sampling of employees will be studied comprised of four (4) Benefits Representatives and two (2) Benefits Representative Supervisors. The Department and Union each will select two (2) Benefits Representatives and one (1) Benefits Representative Supervisor for study. The study shall be completed by May 31, 2017.~~

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

10/7/21  
Date

10/7/2021  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

10/22/21  
Date

## TENTATIVE AGREEMENT

### ARTICLE 27 ~~JOINT UNION~~LABOR-MANAGEMENT COMMITTEES

#### A. HSA Joint Labor-Management Committee

The parties agree that there will be one committee ~~comprised~~ of representatives from HSA management and the Union. The committee will consist of management representatives and Union stewards or alternates from HSA.

The committee will meet quarterly, or more frequently by mutual agreement. The purpose of this committee shall be communication and information sharing and problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committee will consider HSA related issues concerning recruitment/retention; patient care and staffing. Any proposals mutually agreed to by the committee will be recommended to the Agency Director for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

#### B. ~~Public Works and Child Support~~ Joint Labor-Management Committee

The parties agree that there will be one committee ~~comprised~~ of representatives from Public Works management and the Union, ~~and one committee comprised of representatives from Child Support and the Union.~~ The committees will consist of management representatives and Union stewards or alternates from Public Works ~~the two departments.~~

The Public Works Joint Labor-Management ~~and Child Support~~ eCommittees will meet as needed. The purpose of ~~these~~ this committees shall be communication and information sharing and problem solving on relevant Public Works ~~or Child Support~~ issues such as employee work environment and policies and procedures. The committees will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committees will be recommended to the department head for review and response. Issues discussed by the committees are only grievable if they otherwise meet the definition of a grievance under Article 22.

#### C. Child Support Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Child Support and the Union. The committee will consist of management representatives and Union stewards or alternates from the department.

The Child Support Joint Labor-Management Committee will meet as needed. The purpose of this committee shall be communication and information sharing and problem solving on relevant Child Support issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will



be recommended to the department head for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

Kiernan Colby

Kiernan Colby  
Chief Negotiator – SEIU

9/8/21

Date

Ajita Patel

Ajita Patel  
Chief Negotiator – County

9/8/2021

Date

## TENTATIVE AGREEMENT

### ARTICLE 31 WORK SCHEDULE/LOCATION ASSIGNMENT

#### A. Work Schedules/Schedule Changes.

Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Except for overtime, callback and on-call assignments, departments which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule) unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

##### 1. Alternate Schedules.

- a. Upon recommendation of a department head or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Personnel Director and the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.
- b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
- c. Should the County elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the Union and will meet and confer upon Union request.
- d. 7/12 Schedule – Sheriff's Records Clerks

Effective as soon as administratively possible, all Sheriff's Records Clerks assigned to the Sheriff's Corrections Bureau will work a 7/12 schedule consisting of three 12-hour days in one week of the pay period, and four 12-hour days in the other week of the pay period. Employees assigned this schedule will work a modified work period, in which one 12-hour day will be split between the two work weeks, leaving the employee with 42 hours of scheduled work each work week. Individuals assigned to such schedules shall accrue leave on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.

- i. Overtime. Employees will be subject to Article 12 and overtime will accrue on any hours of work over 40 in each designated work period. This will result in employees who work their full assigned schedule receiving four hours of overtime each pay period.

- ii. Holidays. Employees assigned the 7/12 schedule are not subject to the provisions of Article 16.1.A. (Holidays). Instead, these employees will accrue .051 hours of holiday credit (the equivalent of 112 hours per year, representing the 14 County holidays) for each hour they are in paid status up to 80 hours per pay period. Holiday accruals will be cashed out twice per year, in June and December.
- iii. Overtime hours will not count toward step advances, County Service hours, probation, leave accruals, or similar purposes.
- iv. Implementation of this article (31.A.1.d.) is subject to coordination with the Auditor-Controller-Treasurer-Tax Collector and the Information Services Department.

#### B. Location Transfers.

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

#### C. Intra-Departmental ~~Position~~ Transfers.

All employees that are interested in intra-departmental transfers shall have their name placed on the Countywide transfer list. Effective January 1, 2008, departments that desire to fill any vacant position through an intra-departmental transfer shall be provided a copy of the transfer list by the Personnel Department and shall consider the applications and candidacy of those employees requesting consideration for a transfer. The names of interested employees shall appear on the certification list with other interested applications (open and promotional competitive lists). This process shall not apply when the transfer is the result of a layoff, emergency, disciplinary action, workplace violence, the result of a Personnel investigation, or where prohibited by statute.

#### D. Hours Worked.

Effective August 10, 1996, all hours worked exclusive of overtime (as defined in Article 12.1) shall apply to step advancement and annual leave accrual. On a quarterly basis, beginning October 1, 1996, the department shall circulate departmental interest cards to establish an extra work interest list. Employees shall have five (5) working days to place their name on the interest list. Prior to hiring temporary workers, the department shall consider this list for the filling of temporary vacancies when practical.

#### E. Seniority Defined.

When used, seniority for purposes of overtime and shift assignment within the work unit shall be determined by the most recent date of appointment to the current class and department of the employee.

F. After Hours Medical Phone Services.

The intent of this article is to provide a mechanism by which clients are able to access services after regular business hours and holidays. The Health Services Agency will request Physician's Assistant/Nurse Practitioner volunteers for participation in after-hours call. If enough volunteers are not obtained, the department will assign staff in order to maintain services for clients. The employee may be assigned in writing to such duty by the Health Services Agency Director, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls within a period of time specified by the Health Services Agency Director.

Employees in budgeted positions in the class of Physicians Assistant/Nurse Practitioner who are assigned to receive and answer calls from clients after working hours shall receive payment of \$10.00 per hour (from 5 p.m. on a weekday to 8 a.m. the following day); and \$10.00 per hour for weekends and days on which the County offices are closed in observation of a holiday (from 8 a.m. on a weekend day or holiday to 8 a.m. on the following day). "Completed" means receiving and answering all client calls within the period of assignment.

The payment for this assignment is not payment for time actually worked. Time spent by such employees in receiving and responding to calls shall be counted as actual time worked. For each incident, a minimum of fifteen (15) minutes time worked may be recorded. If the actual time worked for an incident exceeds fifteen (15) minutes, this minimum shall not apply.

Response to phone calls and returning calls shall not be considered call-back duty. After hours medical phone service shall not be considered on-call duty. Employees assigned such phone service are not required to report to work. Employees are required to answer client calls on a timely basis, but are otherwise free to pursue their own activities and are not restricted to a particular locale.

No more than one (1) employee may be assigned such duty on any one day without the advanced written approval of the County Administrative Officer.



Kiernan Colby  
Co-Chief Negotiator – SEIU

1/24/22  
Date



Ben Fuchs  
Co-Chief Negotiator – SEIU

1/24/22  
Date



Ajita Patel  
Chief Negotiator – County

1/24/2022  
Date

## **TENTATIVE AGREEMENT**

**32.1** Provisions of the regular employees' MOU applicable to extra help employees.

The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees:

### **Article 2: Recognition**

Article 2.1

Article 2.2

Article 2.3

Article 2.4

### **Article 3: Union Activities**

Article 3.1-Stewards

Article 3.2-Bulletin Boards

Article 3.3-Distribution

Article 3.4-Visits by Authorized Union Representatives

Article 3.5-County Facilities

Article 3.6-A, C, E Notifications

### **Article 4: Union Security**

Article 4.1-Relationship Affirmative

Article 4.2-Notice of Recognized Union

Article 4.3-Agency Shop

Article 4.4-Maintenance of Membership

Article 4.5-Modified Agency Shop

Article 4.6-Exclusions

Article 4.7-Financial Report

Article 4.8-Vote to Rescind Agency Shop Provision

Article 4.9-Enforcement/Separability

Article 4.10-Indemnify and Hold Harmless

Article 4.11-Payroll Deduction and Pay Over

### **Article 5: Peaceful Performance**

Article 5.1

Article 5.2

Article 5.3

### **Article 6: No Discrimination**

### **Article 7: Pay**

Article 7.1

Article 7.2-Requirements for Step Increases

Effective January 14, 2017, the MOU language supersedes the Personnel Regulations and Article 7.2 applies for step advancements for all extra help employees.

**Article 10: Insurance Benefits**

Article 10.1.E-Pretax Dollar Program

**Article 11: Meal Periods, Rest Periods, Clean-Up Time**

Article 11.1-Meal Period

Article 11.2-Rest Periods

Article 11.3-Clean-Up Time

**Article 12: Overtime**

Article 12.1-Definition

Article 12.2-Authorization

Article 12.3.A-Computation

**Article 14: Differentials**

Article 14.1-Application

Article 14.3-Bilingual Pay Differential

Article 14.8-Pharmacist In Charge Differential

Article 14.9-Agricultural Biologist Aide Lead Differential

Article 14.10-Dual Clinical Lab Scientist License and Microbiologist Certificate

**Article 15: Other Compensation Provisions**

Article 15.1-Automobile Mileage Reimbursement

Article 15.2-Reimbursement for Property Damage

Article 15.4-Meals in Locked Facilities

Article 15.5-Meal Allowance in Declared Emergency

**Article 16: Paid Leave**

Article 16.3.A-Required Court Leave

Article 16.3.C-Donation of Blood

Article 16.3.D-Assault Leave

**Article 18: Employee Parking/Bus Passes**

**Article 19: Employee Rights**

Article 19.3-Personnel Files

Article 19.4-Access to Personnel Regulations

Article 19.6-Defense and Indemnification

**Article 20: Health and Safety**

**Article 21: Classification Action**

Article 21.A-Classification Action



Article 21.2-Unit Assignment

**Article 25: Training and Promotional Opportunities**

Article ~~25.B.2~~ 25.1.C.2.- Tuition Reimbursement Program

**Article 28: Separability of Provision**

Unless specifically listed above, MOU provisions for the General Representation Unit do not apply to extra help employees.

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

9/8/21  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/2021  
Date

**ARTICLE 35 HOLIDAY PREMIUM PAY**

County agrees to time and a half for employees who are required to work on holidays if the employee works 40 hours in the same pay period. Premium pay is effectuated on the actual day of the holiday, even if the County observes the holiday on a different date.

Employees' work schedules shall not be changed for the purpose of avoiding the payment of holiday pay to the employee. However if the functions that the employee normally performs are not needed on a holiday (for example if the department is closed that day), the employee will not be scheduled to work that day.

For the Union

Kiernan Colby  
Kiernan Colby  
Co-Chief Negotiator

9/15/21

Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator  
9/15/21

Date

For the County

Ajita Patel  
Ajita Patel  
Personnel Director

9/16/2021

Date

TENTATIVE AGREEMENT

36.4 EXTRA HELP DIFFERENTIAL

~~Effective April 8, 2006~~ Extra help employees will receive an extra-help differential of \$1.00 ~~\$2.00~~ an hour in addition to their regular pay for all hours worked in lieu of ~~accruals and all other~~ benefits. ~~Effective September 6, 2008 the differential will increase to \$2.00.~~ Effective October 28, 2014 retired annuitants will not be eligible to receive an extra help differential pursuant to CalPERS regulations.

*Kiernan Colby*

Kiernan Colby  
Chief Negotiator – SEIU

9/8/21

Date

*Ajita Patel*

Ajita Patel  
Chief Negotiator – County

9/8/2021

Date

TENTATIVE AGREEMENT

37.1 County Examinations/Interviews

All employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations or selection interviews ~~for promotional opportunities and one (1) lateral transfer interview per calendar year~~ with the County, provided they request such leave in advance. The County shall not adjust schedules of extra help workers for the purpose of avoiding the provisions of ~~Section 16.3B of the MOU (County Examinations/Interview)~~ this section.

Kiernan Colby  
Kiernan Colby  
Co-Chief Negotiator – SEIU

9/23/21  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

09/23/2021  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/23/21  
Date

**TENTATIVE AGREEMENT**

Attachment A of SEIU MOU – ~~September 19, 2020~~ – September 18, 2021 (TBD)

**CONFIDENTIAL POSITIONS  
GENERAL REPRESENTATION UNIT**

<b>DEPARTMENT/OFFICE</b>	<b>POSITION</b>	
Auditor	<del>1 Secretary</del>	<del>BJ5-001</del>
	1 Sr. Receptionist	BU7-001
Board of Supervisors	1 Sr. Receptionist/Receptionist	BU37-001/BU3
	<del>1 Executive Secretary</del>	<del>BJ9-001</del>
CAO	1 Sr. Receptionist	BU7-001
	1 Executive Secretary-CAO	BJ7-001
	1 Admin Aide	UR1-001
County Counsel	<del>1</del> <u>2 Sr. Legal Secretaryies</u>	<del>BH5-002</del> <u>3/BH3/BH2</u> <u>BH5-006/BH3/BH2</u>
	4 <u>1</u> Legal Secretary II/I	<del>BH3-002</del> <del>BH3-003</del> <del>BH3-004</del> <u>/BH2</u> <del>BH3-005</del>
	1 Paralegal	JC2-002 <u>1</u>
District Attorney	1 Admin Aide	UR1-002
<del>General Services</del>	<del>1 Secretary</del>	<del>BJ5-001</del>
H.S.A.	1 Executive Secretary	BJ9-001
	1 Admin Aide	UR1-001 <u>018</u>
H.S.D.	<del>1 Secretary</del>	<del>BJ5-001</del>
	1 Executive Secretary	BJ9-001
Information Services	1 Sr. Accounting Technician	CH8001
	<del>2 Sr. DP Program Analysts</del>	<del>UN6-011</del> <del>UN6-013</del>
	<u>2 IT App/Dev Supp Analyst III</u>	<u>DD3-010</u> <u>DD3-012</u>
<del>POSCS Parks</del>	1 Secretary	BJ5-001 <u>5</u>
Personnel	<del>1 Secretary</del>	<del>BJ5-001</del>
	<del>2 Personnel Clerks</del>	<del>BB5-002</del> <u>VE2-015/BB5</u>
	<u>8 Personnel Technicians</u>	<del>BB5</del> <u>VE2-011/BB5</u>
	<del>6 Personnel Technicians</del>	<del>VE2-002</del> <u>/BB5</u> <del>VE2-009</del> <u>/BB5</u> <del>VE2-012</del> <u>/BB5</u> <del>VE2-010</del> <u>/BB5</u> <del>VE2-013</del> <u>/BB5</u> <del>VE2-014</del> <u>/BB5</u>
	1 Program Coordinator	UU3-001
Planning	1 Executive Secretary	BJ9-001
<del>Probation</del>	<del>1 Secretary</del>	<del>BJ5-001</del>
Public Works	1 Executive Secretary	BJ9-001
	2 Personnel Technicians	VE2-001 VE2-004
Sheriff	1 Secretary	BJ9-001

Reference: Santa Cruz County Employer-Employee Relations Policy Sections 181.2(A) and 181.4(E)(2).

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

9/8/21  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/21  
Date



# TENTATIVE AGREEMENT

Attachment B of SEIU MOU ~~September 19, 2020~~ September 18, 2021

## SUPERVISORY CLASSES ARTICLE 4.4

<del>CLASS CODE</del>	<del>CLASS TITLE</del>
CH6	Accounting Clerical Supervisor
CH9	Accounting Clerical Supervisor II
BJ8	Administrative Secretary, Board of Supervisors
TP6	Building Counter Supervisor
MH8	Building Equipment Supervisor
MH7	Building Maintenance Supervisor
BD3	Clerical Supervisor I
BD6	Clerical Supervisor II
BA7	Clerk III Supervisory
BT7	Clinic Business Office Supervisor
UK7	Computer Operations Supervisor
SU8	Deputy Probation Officer III
PD7	Detention Nurse Supervisor
BR3	Elections Coordinator
MS8	Election Instructor Supervisor
SE5	Eligibility Supervisor I
EC5	Engineering Technician III
TM5	Environmental Program Coordinator
BJ7	Executive Secretary CAO
FG7	Head Cook
MR7	Line Maintenance Crew Coordinator
SE2	Med Care Program Eligibility Supervisor
SK8	MH Supervising Client Specialist
MF5	Parks Maintenance Worker IV
BK8	Payroll Supervisor
PH8	Public Health Nurse III
MU9	Public Works Maintenance Worker IV
MV4	Public Works Supervisor
GK3	Head Lifeguard/Instructor
GT4	Recreation Program Specialist
GT5	Recreation Coordinator
BT7	Recreation Supervisor
GB1	Registered Geologist
SE7	Social Services Eligibility Supervisor
SN6	Social Worker Supervisor I
SN8	Social Worker Supervisor II
TR8	Senior Building Inspector
NH6	Senior Health Educator
SL7	Senior Mental Health Educator
CK5	Warehouse Supervisor

TENTATIVE AGREEMENT

SE4 \_\_\_\_\_ Staff Development Trainer  
NT5 \_\_\_\_\_ Substance Abuse Prevention Coordinator  
UM8 \_\_\_\_\_ Supervising Information Center Systems Analyst  
TR9 \_\_\_\_\_ Supervising Building Inspector  
MY7 \_\_\_\_\_ Supervising Communications Technician  
FD8 \_\_\_\_\_ Supervising Custodian  
UP3 \_\_\_\_\_ Supervising DP Program Analyst  
BY7 \_\_\_\_\_ Supervising Child Support Specialist  
MP5 \_\_\_\_\_ Supervising Heavy Equipment Mechanic  
GA9 \_\_\_\_\_ Supervising Planner  
MT8 \_\_\_\_\_ Treatment Plant Operations Supervisor  
BC8 \_\_\_\_\_ Typist Clerk III Supervisor

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

9/8/21  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/2021  
Date

**Attachment D - SEIU Benchmark Listing  
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<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Accountant II</b>	<b>UB4</b>	<b>HV</b>
Accountant I	UB2	49
Accountant III	UB6	6B
Accounting Analyst	UB7	AD
Property Tax Specialist	UE1	HV
Property Tax System Coordinator	UE3	G7
<b>Account Clerk</b>	<b>CH3</b>	<b>BB</b>
Account Clerk Trainee	CH1	AT
Accounting Clerical Supervisor I	CH6	V2
Accounting Clerical Supervisor II	CH9	JL
Accounting Technician	CH7	V2
Cashier - Disposal Site	BS9	K3
Medical Billing Technician	CH4	V2
Payroll Supervisor	BK8	HQ
Public Guardian Clerk	BP1	FQ
Sr. Account Clerk	CH5	I9
Sr. Accounting Technician	CH8	JL
<b><u>Sr Medical Billing Technician</u></b>	<b><u>XC7</u></b>	<b><u>C4</u></b>
<b>Agricultural Weights &amp; Measures Inspector II</b>	<b>TG5</b>	<b>JG</b>
Agricultural Biologist Aide	TC1	31
Agricultural Weights & Measures Inspector I	TG3	EO
Agricultural Weights & Measures Inspector III	TG7	55
Vector Control Specialist	TC6	55
<b>Animal Control Officer II</b>	<b>AC7</b>	<b>D6</b>
Animal Care Worker	AC2	D2
Animal Control Officer I	AC5	D4
Animal Health Specialist	AC6	D5
Animal Services Assistant	AC1	D2
Animal Services Coordinator	AC4	DO
Animal Svcs Clk Disp	AD3	FC
Shelter Maint Mgr	AC3	D3
Registered Veterinary Technician	AD4	ZF
<b>Appraiser II</b>	<b>DA7</b>	<b>BW</b>
Appraiser I	DA5	BU
Appraiser/Auditor Aide	DA2	EQ
Sr. Appraiser	DA8	JO

**Attachment D - SEIU Benchmark Listing  
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<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Assessment Clerk</b>	<b>BL3</b>	<b>MA</b>
Assessment Technician	BL5	IV
<b>Auditor-Appraiser II</b>	<b>UG7</b>	<b>HW</b>
Auditor-Appraiser I	UG5	BK
Auditor-Appraiser III	UG8	BO
<b>Auditor III</b>	<b>UF4</b>	<b>G7</b>
Auditor I	UF2	G5
Auditor II	UF3	G6
Auditor IV	UF6	VH
<b>Automotive <del>Services</del> Mechanic</b>	<b>MM4</b>	<b>DN</b>
Auto Services Attendant	MM1	RG
Sr. Automotive Mechanic	MM5	IU
<b>Benefits Representative</b>	<b>SC6</b>	<b>J3</b>
<b><u>Assistant Fair Hearing Officer</u></b>	<b><u>SF1</u></b>	<b><u>NX</u></b>
Cal Child Services Specialist I	SG3	8C
Cal Child Services Specialist II	SG5	J2
Benefits Representative Supervisor	SE5	07
Benefits Representative Trainee	SC3	KY
Health Client Benefit Rep	NM6	J6
Med Care Eligibility Worker	SC8	J2
Med Care Program Eligibility Supervisor	SE2	SX
Mental Health Fee Clerk	SC4	8C
Public Health Investigator	NV5	LU
<del>Social Services Eligibility Supervisor</del>	<del>SE7</del>	<del>SX</del>
Sr. Public Health Investigator	NV7	LW
Staff Develop Trainer	SE4	EK
<b>Building Inspector II</b>	<b>TR6</b>	<b>JI</b>
Building Counter Supervisor	TP6	IK
Building Inspector I	TR4	BP
Building Plans Checker	TP7	HY
Housing Rehab/Construction Specialist	TR7	JI
Sr. Building Inspector	TR8	X6
Sr. Building Plans Checker	TP8	X6
Supervising Building Inspector	TR9	MQ

**Attachment D - SEIU Benchmark Listing  
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Position Title	Class Code	Range
<b>Building Maintenance Worker II</b>	<b>MG6</b>	<b>R8</b>
Building Equipment Mechanic	MH3	R5
Building Equipment Supervisor	MH8	LI
Building Maintenance Supervisor	MH7	H9
Building Maintenance Worker I	MG4	JK
Building Maintenance Worker III	MG8	IF
Maintenance Custodian	FD5	I3
Maintenance Electrician	MG9	TL
Maintenance Electro/Mechanical Worker	MG3	TL
Maintenance Plumber	MG7	TL
Sr. Building Equipment Mechanic	MH6	VZ
<u>Sr. Maint Electrician</u>	<u>MG5</u>	<u>1C</u>
<b>Building Permit Technician II</b>	<b>TP3</b>	<b>86</b>
Building Permit Technician I	TP2	8D
Sr. Building Permit Technician	TP5	HU
<b>Buyer</b>	<b>VC3</b>	<b>VP</b>
Sr. Buyer	VC5	HT
<b>California Children Services - Physical Therapist</b>	<b>PP5</b>	<b>F5</b>
California Children Services - Occupational Therapist	PP6	F5
Occupational Therapist - Mental Health	PP8	F5
<b>Child Support Specialist II</b>	<b>BY2</b>	<b>KZ</b>
Child Support Specialist I	BY1	KI
Child Support Specialist III	BY3	XO
Collection Officer	BY6	CF
<del>Consumer Affairs Specialist</del>	<del>TA6</del>	<del>TO</del>
Supervising Child Support Specialist	BY7	XQ
Victim Services Representative	BY4	VY

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Position Title	Class Code	Range
<b>Civil Engineer</b>	EE1	NM
Assist In Civil Engineering	ED5	YO
Associate Civil Engineer	ED7	NH
Jr. In Civil Engineering	ED3	NB
Traffic Engineer	ED6	NH
<b>Clinical Lab Scientist</b>	NC7	GH
Coroner Forensic Technician	RE2	VX
Lab Assistant/Phlebotomist	NA3	I2
Lab Technician	NA5	WQ
Medical Labb Technician	NC6	GU
Pharmacy Technician	NJ1	FA
<u>Senior Lab Assistant/Phlebotomist</u>	<u>NA4</u>	<u>S8</u>
<b>Code Compliance Investigator II</b>	GL5	IL
Code Compliance Investigator I	GL3	DQ
Code Compliance Investigator III	GL7	CZ
Code Compliance Investigator IV	GL8	TJ
<b>Comm Technician II</b>	MY5	GI
Comm Installer	MY1	RO
Comm Technician I	MY3	JZ
Sr. Comm Technician	MY6	BD
Supervising Communications Technician	MY7	X7
<del><b>Computer Operator Technician III</b></del>	<del>UJ6</del>	<del>T4</del>
<del>Computer Operations Supervisor</del>	<del>UK7</del>	<del>ZC</del>
<del>Computer Operator Technician I</del>	<del>UJ1</del>	<del>FJ</del>
<del>Computer Operator Technician II</del>	<del>UJ3</del>	<del>IJ</del>
<del>Computer Operator Technician IV</del>	<del>UJ6</del>	<del>EC</del>
<b>Cook</b>	FG5	IY
Cook's Assistant	FG3	R1
Head Cook	FG7	W8
<b>Criminalist II</b>	BM2	Q9
Criminalist I	BM1	ZQ



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Position Title	Class Code	Range
<b>Custodian</b>	<b>FD2</b>	<b>RI</b>
Custodian Leadworker	FD4	R2
Housekeeper	FC3	K6
Supervising Custodian	FD8	WZ
<b>DP Programmer Analyst</b>	<b>UN4</b>	<b>C4</b>
Assistant DP Programmer Analyst	UM5	64
Assistant Information Center Systems Analyst	UM4	64
Assistant Network Support Analyst	UO2	64
D-P Programmer Trainee	UM3	KL
Dept'l DP Coordinator	UU5	H4
Dept'l Information Systems Analyst	XC5	64
Dept'l Information Systems Specialist	XC3	KL
GEO Info Sys Tech I	CV3	87
GEO Info Sys Tech II	CV5	BJ
Info Center Systems Analyst	UM6	C4
Information Center Systems Specialist	UM2	KL
Network Support Analyst	UO3	C4
Network Support Specialist	UO1	KL
Sr. Dept'l Information Systems Analyst	XC7	C4
Sr. DP Programmer Analyst	UN6	S5
Supervising DP Programmer Analyst	UP3	NM
Supervising Information Center Systems Analyst	UM8	ZB
Telecommunications Specialist I	UL1	EZ
Telecommunications Specialist II	UL3	VS
<b>Employment and Training Specialist II</b>	<b>SH1</b>	<b>IH</b>
Employment and Training Specialist I	SF5	KC
Sr. Employment and Training Specialist	SH2	IC
Veterans Services Representative	SR7	VU
<b>Engineering Tech II</b>	<b>EC4</b>	<b>IB</b>
Bldg Construction Project Manager	ED9	DW
Engineering Aide I	EB3	I1
Engineering Aide II	EB5	WG
Engineering Associate	EC9	MO
Engineering Tech I	EC2	DY
Engineering Tech III	EC5	HZ
Pre-Treatment Program Specialist	EC3	HZ
Sr. Engineering Associate	EC8	IG

**Attachment D - SEIU Benchmark Listing  
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Position Title	Class Code	Range
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<b>Environmental Health Specialist I</b>	<b>TJ7</b>	<b>XK</b>
Environmental Health Aide	TJ1	KG
Environmental Health Specialist II	TJ8	H8
Environmental Health Specialist III	TJ9	XG
Environmental Health Specialist Trainee	TJ5	KK
Environmental Program Coordinator	TM5	CV
Water Quality Specialist I	TJ2	XI
Water Quality Specialist II	TJ3	JV
Water Quality Specialist III	TJ6	UQ
Solid Waste Inspector II	TN4	IT
Solid Waste Inspector I	TN1	8G
<b><u>Supervising Water Quality Specialist</u></b>	<b><u>TL6</u></b>	<b><u>Q5</u></b>

<b><u>GIS Analyst II</u></b>	<b><u>GG2</u></b>	<b><u>72</u></b>
<b><u>GIS Analyst I</u></b>	<b><u>GG1</u></b>	<b><u>71</u></b>
<b><u>GIS Analyst III</u></b>	<b><u>GG3</u></b>	<b><u>73</u></b>
GEO Info Sys Tech I	CV3	87
GEO Info Sys Tech II	CV5	BJ

<b>Group Supervisor II</b>	<b>SV5</b>	<b>JJ</b>
Group Supervisor I	SV3	KM
<del>Mental Health Counselor I</del>	<del>SL3</del>	<del>EB</del>
<del>Mental Health Counselor II</del>	<del>SL5</del>	<del>DZ</del>
Sr. Group Supervisor	SV7	TU
<del>Sr. Mental Health Counselor</del>	<del>SL7</del>	<del>SH</del>
Pretrial Svcs Specialist	SS5	48
Probation Aide	SU2	VQ
Institutional Supervisor	SW2	E5

<b>Health Educator</b>	<b>NH7</b>	<b>H3</b>
Epidemiologist	NH1	XB
Health Program Specialist	NX5	PA
Program Coordinator	UU3	BV
Public Health Nutritionist	NU5	H1
Sr. Health Educator	NH6	H2
Sr. Public Health Nutritionist	NU7	H3
Substance Abuse Prevention Coordinator	NT5	H1

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<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Heavy Equipment Mechanic II</b>	<b>MN7</b>	<b>FG</b>
Hvy Equipment Mechanic I	MN3	Y1
Pump Maintenance Mechanic	MP4	F9
Supervising Heavy Equipment Mechanic	MP5	XA
<b><u>Human Svcs Data App Specialist</u></b>	<b><u>JJ1</u></b>	<b><u>74</u></b>
<b><u>Human Svcs Data App Supervisor</u></b>	<b><u>JJ6</u></b>	<b><u>75</u></b>
<b><u>IT App Dev &amp; Support Analyst II</u></b>	<b><u>DD2</u></b>	<b><u>92</u></b>
<u>IT App Dev &amp; Support Analyst I</u>	<u>DD1</u>	<u>91</u>
<u>IT App Dev &amp; Support Analyst III</u>	<u>DD3</u>	<u>93</u>
<u>IT App Dev &amp; Support Analyst IV</u>	<u>DD5</u>	<u>94</u>
<u>IT App Dev &amp; Support Analyst Supervisor</u>	<u>DD6</u>	<u>94</u>
<b><u>IT Support Services Analyst II</u></b>	<b><u>TT2</u></b>	<b><u>Q2</u></b>
<u>IT Support Services Analyst I</u>	<u>TT1</u>	<u>Q1</u>
<u>IT Support Services Analyst III</u>	<u>TT3</u>	<u>Q3</u>
<u>IT Support Services Analyst IV</u>	<u>TT5</u>	<u>Q4</u>
<u>IT Support Services Supervisor</u>	<u>TT6</u>	<u>Q4</u>
<b><u>IT Sys Admin Analyst II</u></b>	<b><u>HH2</u></b>	<b><u>X2</u></b>
<u>IT Sys Admin Analyst I</u>	<u>HH1</u>	<u>X1</u>
<u>IT Sys Admin Analyst III</u>	<u>HH3</u>	<u>X3</u>
<u>IT Sys Admin Analyst IV</u>	<u>HH5</u>	<u>X4</u>
<u>IT Sys Admin Analyst Supervisor</u>	<u>HH6</u>	<u>X4</u>
<b><u>IT Network/Communications Analyst II</u></b>	<b><u>NN2</u></b>	<b><u>22</u></b>
<u>IT Network/Communications Analyst I</u>	<u>NN1</u>	<u>21</u>
<u>IT Network/Communications Analyst III</u>	<u>NN3</u>	<u>23</u>
<u>IT Network/Communications Analyst Supervisor</u>	<u>NN6</u>	<u>24</u>
<b>Latent Print Examiner</b>	<b>BN2</b>	<b>L9</b>
Latent Print Examiner Trainee	BN1	L8

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<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Legal Secretary II</b>	<b>BH3</b>	<b>C1</b>
Law Clerk - County Counsel	JC3	85
Law Clerk - DA	JC4	85
Legal Process Clerk II	BA9	FE
Legal Secretary I	BH2	C2
Paralegal	JC2	IQ
Sr. Legal Secretary	BH5	B9
<b>Medical Assistant</b>	<b>NW7</b>	<b>Y7</b>
Community Health Worker I	NW3	03
Community Health Worker II	NW5	K7
Community Mental Health Aide	NM3	K7
<sup>1</sup> Student Nurse Trainee	VJ9	AV
<b>Typist Clerk II</b>	<b>BC5</b>	<b>J8</b>
<b>Office Assistant II</b>	<b>BC5</b>	<b>J8</b>
Case Data Clerk	BN3	M6
Clerk I	BA4	D1
Clerk II	BA6	28
Clerk III	BA8	FB
Clerk III Supervisory	BA7	JF
Dupl Equip Opr I	CR1	DJ
Dupl Equip Opr II	CR3	29
Dupl Equip Opr III	CR7	IZ
<sup>1</sup> Election Worker - Central	BA2	KB
<sup>1</sup> Election Worker - Misc	BA1	KB
Imaging Technician	CC2	Y6
Legal Document Examiner	BU9	P3
Receptionist	BU3	KJ
Records Clerk	BV7	FB
Sr. Case Data Clerk	BN6	FI
Sr. Receptionist	BU7	JF
<sup>1</sup> Student Worker I	VJ2	09
<sup>1</sup> Student Worker II	VJ4	AR
<sup>1</sup> Student Worker III	VJ6	AU
<sup>1</sup> Student Worker IV	VJ8	AY
Typist Clerk I	BC3	J7
Office Assistant I	BC3	J7
Typist Clerk III	BC7	JF
Office Assistant III	BC7	JF
Typist Clerk III Supervisor	BC8	04
Office Assistant III Supervisor	BC8	01

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Position Title	Class Code	Range
<b>Personnel Technician</b>	<b>VE2</b>	<b>Y2</b>
Payroll Clerk	BB1	FN
Personnel Clerk	BB5	FN
Personnel Payroll Clerk	BB3	FN
<b>Pharmacist</b>	<b>NJ5</b>	<b>BA</b>
<b>Physician Assistant/Nurse Practitioner</b>	<b>PJ3</b>	<b>IA</b>
<u>Nurse-Midwife</u>	<u>PJ4</u>	<u>38</u>
<u>Psych MH Nurse Practitioner</u>	<u>PJ5</u>	<u>ZR</u>
<b>Planner II</b>	<b>GA5</b>	<b>CI</b>
Hydrologist	GB2	VI
Park Planner I	GW2	DS
Park Planner II	GW4	CI
Park Planner III	GW6	C8
Park Planner IV	GW8	TH
Planner I	GA3	DS
Planner III	GA7	C8
Planner IV	GA8	TH
Planner IV (B)	GA8B	VI
Planning Technician	GF4	FX
Registered Geologist	GB1	KV
Resource Planner I	TM4	DS
Resource Planner II	TM6	CI
Resource Planner III	TM8	C8
Resource Planner IV	TM9	TH
Supervising Planner	GA9	TH
Urban Designer	WA5	YK
Housing Specialist I	GE1	Z1
Housing Specialist II	GE2	Z2
Housing Specialist III	GE3	Z3
<b>Public Health Microbiologist</b>	<b>NE7</b>	<b>A9</b>
Sr. Public Health Microbiologist	NE8	XP
<del>Water Quality Chemist</del>	<del>TM7</del>	<del>GO</del>

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<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Public Health Nurse II</b>	<b>PH5</b>	<b>VK</b>
Clinic Nurse I	PG3	WW
Clinic Nurse II	PG5	WA
Clinic Nurse III	PG7	VK
Detention LVN	PD4	JQ
Detention Nurse Specialist I	PD5	CY
Detention Nurse Specialist II	PD6	CO
LVN	PC3	SF
Mental Health Nurse Clinician	SK6	MZ
<del>Nurse-Midwife</del>	<del>PJ4</del>	<del>38</del>
<del>Physician Asst/Nurse Practitioner</del>	<del>PJ3</del>	<del>IA</del>
Psychiatric Technician	PC4	SF
Public Health Nurse I	PH3	WA
Public Health Nurse III	PH8	YI
<del>Psych-MH Nurse Practitioner</del>	<del>PJ6</del>	<del>ZR</del>
<b>Public Works Maintenance Worker II</b>	<b>MU5</b>	<b>8F</b>
Heavy Equipment Service Worker	MK3	FO
Parks Maint Supervisor	MF5	JM
Parks Maint Worker I	ME1	36
Parks Maint Worker II	ME2	Y8
Parks Maint Worker III	ME4	ES
Public Works Dispatcher	MU1	DD
Public Works Maintenance Worker I	MU3	I6
<b>Public Works Maintenance Worker III</b>	<b>MU7</b>	<b>Y3</b>
Disposal Site Main Wkr	MW6	WF
Heavy Equipment Operator - Disposal	MW7	TQ
Lead Heavy Equipment Operator	MW3	EW
Public Works Equipment Trainer	UT2	PL
Public Works Maintenance Worker IV	MU9	CR
Public Works Supervisor	MV4	GM
Transfer Truck Driver	MW4	TQ
<b>Radiology Technologist</b>	<b>NG3</b>	<b>AJ</b>
Chief Radiology Technologist	NG4	BG
<b>Real Property Agent</b>	<b>DE5</b>	<b>6D</b>
Assistant Real Property Agent	DE3	HG
Sr. Real Property Agent	DE6	SY



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Position Title	Class Code	Range
<b>Recreation Supervisor</b>	<b>GT7</b>	<b>52</b>
<sup>1</sup> Aquatics Aide	GK8	TC
Aquatics Coordinator	GK5	Y4
Aquatics Prog Spec	GK4	34
Aquatics Supervisor	GK7	52
Cultural Affairs Specialist	GS5	52
<sup>1</sup> Head Lifeguard	GK3	AZ
<sup>1</sup> Lifeguard	GK1	AK
<sup>1</sup> Lifeguard Instructor	GK2	AM
<sup>1</sup> Parks Services Officer	TU3	G1
<sup>1</sup> Pk Rec Cul Wkr I	GM1	TC
<sup>1</sup> Pk Rec Cul Wkr II	GM2	EG
<sup>1</sup> Pk Rec Cul Wkr III	GM3	EH
<sup>1</sup> Pk Rec Cul Wkr IV	GM4	EJ
Recreation Coordinator	GT5	Y4
Recreation Program Specialist	GT4	34
<b>Sanitation Maintenance Worker II</b>	<b>MR3</b>	<b>WI</b>
Sanitation Maintenance Worker I	MR1	FU
Sanitation Maintenance Worker III	MR5	IE
<b>Secretary</b>	<b>BJ5</b>	<b>YA</b>
Administrative Aide	UR1	LO
Administrative Secretary - Board of Supervisors	BJ8	TI
Board Clerk	BX5	8E
Clerical Supervisor I	BD3	VO
Clerical Supervisor II	BD6	JY
Division Secretary	BJ4	Y5
Executive Secretary	BJ9	II
Executive Secretary - CAO	BJ7	TI
Sr. Board Clerk	BX6	LO
<u>Recording Services Supervisor</u>	<u>BU8</u>	<u>FB</u>
<b>Sheriff's Records Clerk</b>	<b>BN5</b>	<b>FZ</b>
Sheriff's Community Services Officer	BN7	IS
Sheriff's Property Clerk	CM5	EV
<u>Sheriff's Property/Evidence Supervisor</u>	<u>CM8</u>	<u>SU</u>

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<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>
<b>Social Worker II</b>	<b>SM4</b>	<b>SK</b>
Med Care Service Worker	SM7	L6
Social Worker I	SM2	SI
<b>Sr. Mental Health Client Specialist</b>	<b>SK5</b>	<b>GG</b>
Clinical Psychologist	SY3	ZD
Mental Health Client Specialist	NP5	SG
Mental Health Supervising Client Specialist	SK8	MT
Mental Health Utilization Review Specialist	SK7	MT
<u>Mental Health Counselor I</u>	<u>SL3</u>	<u>EB</u>
<u>Mental Health Counselor II</u>	<u>SL5</u>	<u>DZ</u>
<u>Sr. Mental Health Counselor</u>	<u>SL7</u>	<u>SH</u>
<b>Sr. Social Worker</b>	<b>SM8</b>	<b>H4</b>
Deputy Public Guardian	DG4	H4
In Home Quality Assurance Specialist	SM6	SL
Social Work Supervisor I	SN6	H4
Social Work Supervisor II	SN8	SJ
Sr. Staff Development Trainer	SM9	SJ
Protective Services Quality Assurance Specialist	SM5	ZG
<del><b>Sr. Systems Software Analyst</b></del>	<del><b>UN6</b></del>	<del><b>VL</b></del>
<del>Systems Software Analyst</del>	<del>UN3</del>	<del>ZA</del>
<b>Treatment Plant Operator</b>	<b>MT3</b>	<b>ID</b>
Electr Instr Supvr	MS8	MX
Electr Instr Tech I	MS3	HO
Electr Instr Tech II	MS5	GL
Sr. Treatment Plant Operator	MT6	IM
Treatment Plant Operator - Supervisor	MT8	MX
Treatment Plant Operator I - Tr	MT1	WO
<b>Vector Ecologist</b>	<b>TC7</b>	<b>58</b>
<b>Warehouse Worker</b>	<b>CK3</b>	<b>Y9</b>
Medical Supply Clerk	CL5	I4
Parking Attendant	BW4	27
Parts Technician	MN1	KO
Purchasing Technician	CL6	35
Warehouse Supervisor	CK5	WJ

**Attachment D - SEIU Benchmark Listing  
September 24, 2016**

Position Title	Class Code	Range
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Welfare Fraud Investigator II	RH3	VF
Child Support Investigator I	RI1	KP
Child Support Investigator II	RI2	VF
Investigator Assistant	NV6	KN
Sr. Welfare Fraud Investigator	RH6	VG
Welfare Fraud Investigator I	RH2	KP

\* Tied to Clerk II Step 1 - Section 165.1  
 † Classifications that are Extra Help

Co-Chief Negotiators for the Union:	Chief Negotiator for the County:
	
Kiernan Colby	Ajita Patel
11/19/21	9/23/2021
Date	Date
	
Ben Fuchs	
11/19/21	
Date	

IT Benchmark Listing and Salary Schedule Effective January 14, 2017  
Attachment D

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Monthly 1st Step	Monthly Last Step
GIS Analyst I	32.82	35.18	36.58	38.05	39.57	41.15	42.80	5863	7418
GIS Analyst II *	37.21	38.69	40.24	41.85	43.53	45.27	47.08	6449	8160
GIS Analyst III	43.34	45.08	46.88	48.76	50.71	52.74	54.84	7513	9506
Human Svcs Data App Specialist *	27.07	28.15	29.27	30.44	31.66	32.93	34.25	4691	5936
Human Svcs Data App Supervisor	31.13	32.37	33.66	35.01	36.41	37.87	39.38	5395	6826
IT App Dev & Supp Analyst I	32.40	33.69	35.04	36.44	37.90	39.42	41.00	5616	7106
IT App Dev & Supp Analyst II *	35.64	37.06	38.55	40.09	41.69	43.36	45.09	6177	7816
IT App Dev & Supp Analyst III	41.52	43.18	44.91	46.70	48.57	50.51	52.54	7197	9106
IT App Dev & Supp Analyst IV	47.75	49.66	51.64	53.71	55.86	58.09	60.42	8276	10472
IT App Dev & Supp Analyst Supv	47.75	49.66	51.64	53.71	55.86	58.09	60.42	8276	10472
IT Supp Svcs Analyst I	28.81	29.96	31.16	32.40	33.70	35.05	36.45	4993	6318
IT Supp Svcs Analyst II *	31.69	32.96	34.27	35.65	37.07	38.55	40.10	5493	6950
IT Supp Svcs Analyst III	36.92	38.39	39.93	41.53	43.19	44.92	46.71	6399	8097
IT Supp Svcs Analyst IV	42.45	44.15	45.92	47.76	49.67	51.65	53.72	7359	9311
IT Support Svcs Supv	42.45	44.15	45.92	47.76	49.67	51.65	53.72	7359	9311
IT Sys Admin Analyst I	34.74	36.13	37.58	39.08	40.64	42.27	43.96	6022	7620
IT Sys Admin Analyst II *	38.22	39.75	41.34	42.99	44.71	46.50	48.36	6624	8382
IT Sys Admin Analyst III	44.52	46.30	48.16	50.08	52.09	54.17	56.34	7717	9765
IT Sys Admin Analyst IV	51.20	53.25	55.38	57.60	59.90	62.30	64.79	8875	11230
IT Sys Admin Analyst Supv	51.20	53.25	55.38	57.60	59.90	62.30	64.79	8875	11230
IT Network / Communications Analyst I	34.32	35.70	37.13	38.61	40.16	41.76	43.43	5950	7528

IT Network / Communications Analyst II *	37.76	39.27	40.84	42.47	44.17	45.94	47.78	6545	8281
IT Network / Communications Analyst III	43.99	45.75	47.58	49.48	51.46	53.52	55.66	7624	9647
IT Network / Communications Supy	50.59	52.61	54.71	56.90	59.18	61.54	64.01	8768	11094
* Benchmark Classifications In Each Series									

The salaries reflected represent the new IT salary structure as of October 11, 2016.

Co-Chief Negotiators for the Union:

  
 Kiernan Colby

11/19/21  
 Date

  
 Ben Fuenfs

11/19/21  
 Date

Chief Negotiator for the County:

  
 Ajita Patel

9/23/2021  
 Date



*\*All headers on attachments to be adjusted at end of negotiations as needed\**

## TENTATIVE AGREEMENT

ATTACHMENT G of SEIU MOU – ~~September 19, 2020~~ – ~~September 18, 2021~~ TBD

SIDELETTER OF AGREEMENT  
BETWEEN  
THE COUNTY OF SANTA CRUZ  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521

Advance Enrollment Voluntary Time Off with Accrual (AVTO)

### A. Purpose

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

### B. Procedure

1. Employees will have a two (2) week enrollment period, from the date of authorization by the BOS, in which they may voluntarily elect to submit an application to reduce work hours in advance within the twelve (12) month fiscal period. Only employees who have attained permanent status with the County of Santa Cruz may participate in the AVTO program.
2. The application to participate in the AVTO shall be available to employees by request at the Personnel Office located at 701 Ocean Street, Rm 340 510. All employees will be notified in writing regarding the AVTO specifics and application location(s) prior to the implementation of the enrollment period.
3. Applications for voluntary leave shall be reviewed in good faith by the department head or department head designee. The department head or department head designee shall respond, in writing, to the application for voluntary leave under this program within twenty (20) calendar days.
4. The department head or department head designee shall approve the application or deny the application. Applications for voluntary leave will not be denied arbitrarily or capriciously. The decision of the department head or designee shall be final.

removed from the AVTO for the balance of the twelve (12) months. The Union agrees that if the AVTO savings are not realized then mid-fiscal year layoffs may be required.

6. AVTO may be taken in increments of at least one full hour. Employees may choose to request a block of VTO within the fiscal year authorized by the BOS.

**Example:** An employee may request a block of VTO for any length of time within the twelve- (12) month fiscal period such as, but not limited to, a week, a month, or six (6) month period.

7. The County's contribution for the employer's contribution of medical, dental, retirement and life insurance for AVTO participants shall remain the same. The employees medical, dental, retirement, annual leave accrual and life insurance benefits shall remain the same during the AVTO leave.
8. AVTO shall apply toward time in service for step advancement.
9. AVTO shall not apply toward completion of probation.
10. AVTO shall apply toward seniority for purposes of layoff.
11. AVTO shall be granted without requiring employees to use annual leave.
12. AVTO shall not be considered paid leave for purposes of determining overtime eligibility.
13. AVTO shall not be considered when determining eligibility for holiday pay.
14. Differentials are not paid on AVTO hours.
15. AVTO may affect PERS service credit. Employees shall be responsible for contacting PERS and confirming the effect of their participation in AVTO.

#### C. Payment Options

The County, Union representatives and the Auditor Controller Representatives will meet to discuss the feasibility and implementation of the flat reduction or prepaid reduction payment options.

#### D. Program Announcement

1. The County and the Union representatives shall encourage all departments and department employees who are able and willing to participate in AVTO to do so. Employees will not be disciplined, harassed, discriminated against, or otherwise adversely affected by choosing not to participate in AVTO by either the County or the Union.

2. The County and the Union Representatives shall develop and distribute literature regarding AVTO.
  3. The County and the Union will hold joint brown bag lunch meetings to promote the AVTO program and answer questions on the AVTO program.
- E. This side-letter of agreement does not modify, abridge, or otherwise affect the current Memorandum of Understanding or other agreements between the County and the Union currently in effect.

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

9/8/21  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/21  
Date

**TENTATIVE AGREEMENT**

**LACTATION POLICY REVISION**

Personnel Administrative Manual Section XII.12 (Lactation Accommodation), section c., will be revised as follows:

- c. Lactating employees shall be provided easily accessible refrigerator and freezer units for storage of milk, and the County shall clearly label those units as being exclusively for milk storage. The County shall ensure on a regular basis that the units are properly maintained and sanitary. Lactating employees shall not be expected or required to use refrigerators and freezers used by employees for the storage of food, however, employees are also permitted to store breast milk in refrigerator and freezer units already otherwise used by ~~provided to~~ employees by the County for the storage of food, if they choose to do so. Breast milk shall be clearly labeled. The County shall not be responsible for any lost or stolen containers left in refrigerators or freezers within County facilities.

*Note: This Tentative Agreement addresses the Union's proposed Attachment L – Lactation Policy Reform.*

Kiernan Colby  
Kiernan Colby  
Co-Chief Negotiator – SEIU

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/23/21  
Date

9/23/21  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

09/23/2021  
Date

**TENTATIVE AGREEMENT**

The County's Employee Request for Time Off form (form PER 1082) will be revised to include the following:

I am regularly assigned to be on-call and will be unavailable on the days contiguous to my request for time off between \_\_\_\_\_ to \_\_\_\_\_.

Note: This Tentative Agreement addresses the Union's proposed new MOU Article 13.4 – ON CALL AND CALL BACK WHILE ON LEAVE

Kiernan Colby  
Kiernan Colby  
Co-Chief Negotiator – SEIU

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/23/21  
Date

9/23/21  
Date

Ben Fuchs  
Ben Fuchs  
Co-Chief Negotiator – SEIU

09/23/2021  
Date



## EMPLOYEE REQUEST FOR TIME OFF - DEPARTMENTAL (Submit to Supervisor)

Department: \_\_\_\_\_ Name: \_\_\_\_\_

All foreseeable requests for time off must be submitted and approved in advance. An employee who is absent from duty for more than three (3) working days without an approved leave is considered to have automatically resigned.

Pay Code	FROM		THROUGH		Total Hours
	Date	Hour	Date	Hour	
		a.m.		a.m.	
		a.m.		a.m.	
		a.m.		a.m.	

**PURPOSE OF LEAVE:** \_\_\_\_\_

I am regularly assigned to be on-call and will be unavailable on the days contiguous to my request for time off between \_\_\_\_\_ to \_\_\_\_\_.

If requesting leave for family care reasons or one's own serious health condition, make sure you have obtained and read the notice on Employee Obligations under the Family and Medical Leave Act (FMLA).

Pay Codes		Pay Codes - Family Care/Medical Leave	
011	Vacation	F11	FMLA Vacation*
044	Comp. Time Off	F44	FMLA Comp. Time Off*
033	Admin. Leave	F33	FMLA Admin. Leave*
022	Sick Leave	F22	FMLA Sick Leave*
Time off recorded, as "Sick Leave" or "FMLA Sick Leave" can be used for the illness of the employee OR in a calendar year, you can use what you accrue in a six-month period of time to care for a family member.			
E	LOA Without Pay	FE	FMLA Without Pay
All compensatory time must be used before Leave of Absence without Pay can be granted. If leave is for employee illness, all Sick Leave must be exhausted before LOA without Pay is granted.			
11J	Jury Duty/Court Appearance (Attach a copy of Jury Duty Notice or Court Summons)		
11B	Bereavement Leave. (Indicate the relationship of the deceased to yourself and the State deceased resided in.)		

**\*ALL FMLA LEAVES REQUIRE MEDICAL CERTIFICATION, OR PROOF OF BIRTH, ADOPTION OR FOSTER PLACEMENT. FOR MEDICAL CERTIFICATION, USE FORMS PER1081A OR PER1081B.**

It is the employee's responsibility to request leave and provide the required documentation (including a physician's statement - PER1081A or PER1081B - completed in full from each treating physician) on a timely basis to the employee's department. The provision of similar documentation to another party (e.g., LTD carrier, Worker's Compensation Administrator) does not relieve the employee of his/her responsibility to provide this documentation to his/her department.

Employee's Signature (Required)

Departmental Approval (Required)

\_\_\_\_\_ Date

\_\_\_\_\_ Date



## TENTATIVE AGREEMENT

Clean-up Upon TA

### GENDER NEUTRALITY

In the spirit of diversity and inclusivity, the County of Santa Cruz and the Union agree to revise this Memorandum of Understanding to make it gender neutral by changing the words "his/her" or "her/his" to "their" or "the employee's." These changes will be effectuated in the following sections of the MOU:

Articles 3.7, 5.2, 7.2, 9.6.A.1., 12.5, 13.3.A.2., 14.4, 15.2, 15.5, 16.1.C., 16.2.C.3., 16.3.E., 16.3.F., 17.4.A., 19.1, 19.3, 20.C., 21.1, 21.3, 22.1, 23.14, and 40.B.

Kiernan Colby  
Kiernan Colby  
Chief Negotiator – SEIU

9/8/21  
Date

Ajita Patel  
Ajita Patel  
Chief Negotiator – County

9/8/2021  
Date

TENTATIVE AGREEMENT

~~NEW ARTICLE 6~~ Side Letter- Mental Health Client Specialist Classification Series Expansion

The purpose of this article is to redefine and expand the ability to hire mental health professionals in order to fill vacant positions and better ~~identify~~specify qualifications to find eligible candidates for specified positions. This agreement through the Mental Health Client Specialist Negotiations Side Committeearticle adds two additional classifications to this series to reflect additional licensure and other valuable qualifications. This article also amends the names of the two preexisting classifications to reflect these new classifications. Finally, this article establishes compensation levels for the two new classifications that reflects additional levels of education, training, and/or responsibility.

The Mental Health Client Specialist (MHCS) series henceforth comprises the following four classifications:

1) Mental Health Client Specialist I

- a. Update MHCS I job specification with distinguishing characteristics.

2) Mental Health Client Specialist II

- a. Additional job qualifications (beyond those of MHCS I):

- i. A master's degree from an accredited college or university in psychology, social work, counseling, or closely related behavioral science field; two-year Master's degree from an accredited college or university in Marriage, Family and Child Counseling, Social Work, Clinical Psychology, Counseling, Psychiatric Nursing, Psychology, Professional Clinical Counseling (APCC), or closely related behavioral science field (with a focus in counseling methods or techniques); and

AND

One year as a Mental Health Client Specialist I or equivalent experience;

AND

Special requirement – registered with the State of California Behavioral Board of Sciences as an with the Associated Marriage and Family Therapist, Associate Clinical Social Worker, or Associate Professional Clinical Counselor. board to gain licensure in the state of California

OR

- ii. A bachelor's degree from an accredited college or university in psychology, counseling, or closely related behavioral science field;

AND

Three years full-time experience in a recognized public or private agency providing mental health counseling, substance abuse counseling, psycho-social assessment, or case management services to individuals with mental illness, substance use disorders, or emotional disturbance, which includes a minimum of two years' experience in providing crisis intervention services in the community or in an inpatient psychiatric program.

- b. Compensation of 5 percent above the MHCS I salary scale.

3) Senior Mental Health Client Specialist I

- a. ~~Previous Senior MHCS job description shall be amended to reflect candidates holding Licensed Professional Clinical Counselor (LPCC) license.~~
- a. Update Senior MHCS I job specification with distinguishing characteristics.

4) Senior Mental Health Client Specialist II

- a. ~~Additional job qualifications (beyond those of Senior MHCS I):~~
  - i. ~~Possession of a master's degree or PhD with a major in social work, psychology, clinical counseling psychiatric nursing or a closely related behavioral science field which has included completion of a university approved internship, preferably a clinical internship, in a mental health agency; performs field-based crisis work with a non-specific caseload (e.g., Senior MHCSs assigned to Mental Health Liaison, Mobile Emergency Response, Mobile Emergency Response Team for Youth, and Jail Behavioral Health teams)~~

AND

One year of full-time experience as a Senior Mental Health Client Specialist I at the County of Santa Cruz or equivalent experience.

OR

- ii. Possession of a master's degree or PhD with a major in social work, psychology, clinical counseling psychiatric nursing or a closely related behavioral science field which has included completion of a university

approved internship, preferably a clinical internship, in a mental health agency;

AND

Three years' experience in crisis intervention as a Mental Health Client Specialist II.

- b. Compensation of 5 percent above the Senior MHCS II salary scale.

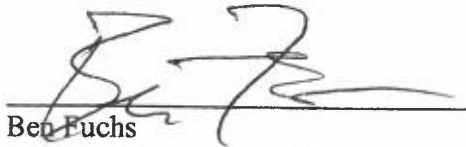
The Personnel Department shall finalize the implementation plan and publish job descriptions and the salary schedule for all four classifications within 90 calendar days of ratification of this Agreement. The implementation elements include placing current employees in the MHCS class at the MHCS I level and current employees in the Sr. MHCS class at the Sr. MHCS I level. Following the job specification creation, the Health Services Agency (HSA) will identify and allocate alternate staffing patterns based on operational needs. Subsequently, HSA will be equipped to alternately promote individuals to level II based on assignment.



Kiernan Colby  
Co-Chief Negotiator – SEIU

1/24/22

Date



Ben Fuchs  
Co-Chief Negotiator – SEIU

1/24/22

Date



Ajita Patel  
Chief Negotiator – County

1/24/2022

Date

**TENTATIVE AGREEMENT**

County Counter Proposal to New Article 1  
(Location in MOU – TBD)

**SEIU-Personnel Labor Management**

The County and the Union share a commitment to supporting the streamlining of the recruitment and hiring process in order to promote the timely filling of vacancies. For the term of this agreement, a Labor-Management Committee comprised of three representatives each from Personnel Management and the Union shall be created for the purpose of communication, information sharing and problem solving on recruitment related issues such as outreach, prospective candidate engagement, and other process related items. The Union shall contact the County to schedule the first Committee meeting and the parties will mutually agree on a meeting schedule thereafter.

The Committee will consider tools such as:

- i. Continuous recruitments
- ii. Frequently Asked Questions to guide applicants and supervisors
- iii. Training sessions for new and experienced supervisors
- iv. Other process improvement ideas

The Committee shall issue written recommendations to the Personnel Director and the Civil Service Commission regarding possible changes to processes, practices and/or any items requiring Civil Service Commission and/or Board of Supervisors approval. Any change to the Civil Service Rules will require Civil Service Commission approval first, followed by Board of Supervisors approval. The Committee's recommendations shall be issued within six months of convening.

Kiernan Colby

Kiernan Colby  
Co-Chief Negotiator – SEIU

10/23/21

Date

Ben Fuchs

Ben Fuchs  
Co-Chief Negotiator – SEIU

10/25/21

Date

Ajita Patel

Ajita Patel  
Chief Negotiator – County

10/26/21

Date