

MEMORANDUM OF  
UNDERSTANDING  
FOR THE  
GENERAL REPRESENTATION  
UNIT

COUNTY OF SANTA CRUZ

SEIU LOCAL 415



SEPTEMBER 14, 2002 THROUGH SEPTEMBER 10, 2005

available on-line at: [sccounty01.co.santa-cruz.ca.us/personnel](http://sccounty01.co.santa-cruz.ca.us/personnel)

**GENERAL REPRESENTATION UNIT MOU  
MEMORANDUM OF UNDERSTANDING  
2002 - 2005  
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**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 415 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 415 for County employees for the period September 14, 2002, through September 10, 2005 for all provisions except for the special adjustments which are set forth in 7B, which are effective September 14, 2002 through, September 10, 2005, and supersedes all previous agreements. Unless otherwise specified herein, all provisions of this agreement shall become effective September 14, 2002.

**ARTICLE 2 RECOGNITION**

- 2.1 The County of Santa Cruz recognizes Service Employees International Union Local 415, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions and extra help positions within the General Representation Unit.
- 2.2 The County agrees to pay Auditor-Controller charges for the cost of payroll deductions for Union dues, service fees, and premiums for existing insurances.
- 2.3 The County agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination member reports (with retirements identified), and new hire member reports at no cost to the Union.
- 2.4 The County agrees to continue to provide a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) for employees in the General Representation Unit, subject to the following conditions:
  - A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the County.
  - B. Payroll deductions shall commence on the second pay period after the authorization is received by the County.
  - C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
  - D. Charges by the Auditor-Controller for the cost of administration of the program shall be paid for by the union.
  - E. The Union shall indemnify, defend and hold the County, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by this County under the provisions of this Section 2.4.

**ARTICLE 3 UNION ACTIVITIES**

**3.1 STEWARDS**

The Union agrees to notify the County of their Stewards. 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 employees in the same department are assigned to one physical work location, one Steward shall be allowed for each twenty-five 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-hour basic shop steward training course once a year as part of the Training Task Force program.

### **3.2 BULLETIN BOARDS**

The Union, where it represents employees of a County department, shall be provided, by that department, use of adequate and accessible space on bulletin boards for communication.

### **3.3 DISTRIBUTION**

The Union may distribute official union material to employees in its Representation Unit through normal channels.

### **3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES**

The authorized Union Representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work.

### **3.5 COUNTY FACILITIES**

County buildings and other facilities shall be made available for use by the Union or the Representative in accordance with administrative procedures governing such use.

### **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 employees covered by the Memorandum of Understanding.

C. The County shall, on a biweekly basis, provide the Union with a disk of payroll information with the same elements as were provided on or before August 1, 1996.

D. Union Notification. Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption.

E. Contracting Out. The County agrees that prior to taking action to contract out functions or activities now performed by employees in the General Representation Unit, the County will provide the Union with reasonable written notice and will meet with the Union and discuss alternative ways to achieving the County's objectives. The County agrees that, prior to taking action to layoff employees in the General Representation Unit, the County will discuss alternative ways of achieving the County's objectives with the Union.

### **3.7 UNION LEAVE AND TIME OFF**

The County acknowledges that County employees who are Union board members 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 recognizes the need for notice and limitations in the administration of this article. Further, the Union recognizes that an employee/ Union board member may have specialized skills, abilities and knowledge, which are necessary and cannot be reasonably replaced. The County and Union agree that an employee/Union board member shall be entitled to an aggregate of 10 days per year time off without pay for Union training and activities subject to the following limitations:

- A. Two weeks advance notice of each absence, unless mutually waived.
- B. No more than two employees may be off at the same time.
- C. The employee has skills, talents, abilities and knowledge, which can reasonably be replaced.

A leave without pay may be granted by the appointing authority with the approval of the CAO for a period of twelve months. The CAO's decision on such leaves is final. 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. 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.

## **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 principal that harmonious labor-management relations are to be promoted and furthered.

### **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 give the employee a copy of the current Memorandum of Understanding.

### **4.3     AGENCY SHOP**

A. Except as provided in Section 4.4, 4.5 and 4.6 of this Article (Article 4), each person appointed to a class in the General Representation Unit on or after November 5, 1983, shall, and as a condition precedent to employment, be required to execute an authorization for the payroll deduction of Union dues, or of a service fee not to exceed union dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the Union and approved by the County. The Union shall receive copies of executed authorization forms from the County Personnel Department. Payroll deductions shall commence on the third pay period of employment.

B. Except as provided in Sections 4.4, 4.5 and 4.6 of this Article (Article 4), each person employed in the General Representation Unit on or before December 2, 1983 shall be liable for payroll deduction of Union dues, or of a service fee not to exceed Union dues during the term of this Memorandum of Understanding. Commencing three pay periods following the effective date of this section and continuing for the duration of this Memorandum of Understanding, the County shall make payroll deductions of Union dues or a service fee not to exceed Union dues or a charitable contribution as provided in Section 4.6 (c). This obligation supersedes the provisions of Section 181.14B of the County's employee relations resolution.

### **4.4     MAINTENANCE OF MEMBERSHIP**

Employees in classes designated as supervisory in the General Representation Unit who have executed an authorization for the payroll deduction of union dues or of a service fee prior to November 5, 1983 shall continue such deductions during the period covered by this memorandum. Such employee may withdraw from deductions during the month of April as described below.

Any designated supervisory employee desiring to revoke his or her authorization for union dues or service fee shall during the month of April forward a letter through the U.S. mail to the County Personnel Department,

701 Ocean Street, Santa Cruz, CA, 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received during the month of April. The Personnel Department shall promptly forward a copy of said letter to the Union. Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period.

#### 4.5 MODIFIED AGENCY SHOP

Each person appointed to a class designated as supervisory in the General Representation Unit on or after November 5, 1983 shall, unless otherwise provided in this Article (Article 4), at the time of appointment and as a condition of appointment, be required to execute an authorization for the payroll deduction of union dues, or of a service fee not to exceed union dues and shall continue said authorization in effect during the period of employment, except that such employee may initiate a request to withdraw said authorization within thirty calendar days from the date of appointment or thereafter during the month of April as described below. Said authorization shall be on a form provided by the Union and approved by the County.

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

The County Personnel Department shall promptly forward a copy of the authorization form to the Union. Any designated supervisory employee desiring to revoke his or her authorization for union dues or service fee not to exceed union dues shall during the first 30 calendar days from the date of appointment or during the month of April forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received no later than 30 calendar days from the date of appointment to the designated supervisory class or during the month of April as specified in 4.4. The Personnel Department shall promptly forward a copy of said letter to the Union. Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period. Payroll deductions shall commence on the third pay period of appointment.

#### 4.6 EXCLUSIONS

A. Employees in positions designated as confidential employees are excluded from the provisions of this Article (Article 4). 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 Employee Relations Resolution.

B. Designated supervisory employees are excluded from the provisions of Section 4.3 of this Article. 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 Employee Relations Resolution.

C. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 4.3 of this Article. Such employee shall authorize a payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the County Auditor-Controller.

Each person requesting exemption from the provisions of Sections 4.3(A) and 4.3(B) of this Article shall file a claim with the Union on a form provided by the Union and approved by the County. A claim for a religious exemption from Section 4.3(A) must be filed with the County Personnel Department as a condition precedent

to employment. A claim for a religious exemption under Section 4.3(B) of this article must be filed by December 2, 1983 at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Claims received after December 2, 1983 will not be considered. Should an employee request termination of dues deduction or service fee because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the County Personnel Department on a form provided by the Union, approved by the County, and available from the County Personnel Department. Such claims filed with the County shall be promptly forwarded to the Union for processing. The Union shall review all claims for religious exemption and notify the employee and the County of approval or denial of the claim within 40 calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 4.6 (c) of this Article.

#### 4.7 FINANCIAL REPORT

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

#### 4.8 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 4.3 of this article may be rescinded by a majority vote of all employees in the unit covered by Section 4.3 provided that:

A. A request for such a vote is supported by a petition submitted to the County Employee Relations Officer containing the signatures of at least 40% of the employees in the unit covered by Section 4.3. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.

B. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.

C. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term. The election shall be conducted by the State Conciliation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the County Employee Relations Officer at the time of filing the petitions requesting a vote to rescind Section 4.3 of this Article.

#### 4.9 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 4.3 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the union, shall remain members during the period covered by this Memorandum of Understanding, and shall remain subject to all provisions of this Memorandum of Understanding which have not been declared to be illegal or unenforceable, provided however, that such members may withdraw their membership during the month of April of any year. Such employee desiring to revoke his/her authorization for union dues, shall forward a letter by U.S. mail to the County Personnel Department, 701 Ocean St., Santa Cruz, California, 95060, setting forth his or her desire to revoke said authorization and may include reason thereof. To be considered, a letter shall be received by the County Personnel Department later than the last working day in April. The Personnel Department shall promptly forward a copy of said letter to the Union.

New employees hired under the provisions of 4.9 shall be required to execute an authorization form. The authorization form shall include a statement that the Union and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of union dues or a service fee not to exceed union dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice by the employee within said thirty day period as set forth. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization. The Union shall receive from the County Personnel Department copies of the authorization form.

Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed union dues shall, during the first 30 calendar days of employment or during the month of April, forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received no later than 30 calendar days from the date of employment or during the month of April. The Personnel Department shall promptly forward a copy of said letter to the Union. Failure to timely notify the Personnel Department shall be deemed an abandonment of right to revocation until the next appropriate time period.

#### **4.10 INDEMNIFY AND HOLD HARMLESS**

The Union indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers, and employees acting on behalf of the County and all claims, demands, suits including attorney costs and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under the provisions of this Article (Article 4, Sections 1 through 9).

#### **4.11 PAYROLL DEDUCTIONS AND PAY OVER**

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

### **ARTICLE 5 PEACEFUL PERFORMANCE**

**5.1** The Union and its representatives, agree that it and they will not engage in, authorize, sanction, or support any County employee strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. Neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this section as determined by the County Administrative Officer may result in the cessation of Union dues deduction by the County and the suspension of Article 4 of this Memorandum of Understanding.

**5.2** In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided that the employee advises his/ her supervisor prior to leaving the picketed location and provided further that an employee may be required to cross a picket line where the performance of his/ her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health, safety, or welfare.

Any employee who participates in any activities prohibited by this Article shall be subject to discharge or to such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse



to the Civil Service Commission as to the question of whether he/she in fact participated in such prohibited activity.

- 5.3** The County shall make its best effort to enforce the terms of this Memorandum on the part of its management personnel; the Union shall make its best effort to enforce the terms of this Memorandum on the part of the employees it represents. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

## **ARTICLE 6 NO DISCRIMINATION**

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

B. Union Activities. Neither the County nor the Union shall interfere with, intimidate, coerce or discriminate against County employees because of their exercising their right to form, join and participate in activities of the Union or providing testimony to any public body including the Board of Supervisors, or exercising their right to refuse to join or participate in the activities of the Union.

## **ARTICLE 7 PAY**

### **7.1**

#### A. General Adjustments

1. Effective September 14, 2002, the hourly rates for steps in the salary range for each class shall be increased by 4.0%.
2. Effective September 13, 2003 the hourly rates for steps in the salary range for each class shall be increased by 3.75%.
3. Effective September 11, 2004 the hourly rates for steps in the salary range for each class shall be increased by 3%.

#### B. Special Adjustments

1. Classes to which special adjustments apply and the effective dates of such adjustments are shown on Attachment D.

C. Except as provided for by specific sections of this agreement (for example: Program Coordinator, Bilingual Pay Level 3, Public Works Maintenance Worker II), the County has no obligation under this agreement to meet and confer on any other salary issues, including pay equity, during the term of the agreement unless required by newly adopted statute(s) or regulation(s).

### **7.2 REQUIREMENTS FOR STEP INCREASES**

Step advancements are predicated upon merit and length of service, and each part-time or full-time employee in a budgeted position may receive an increase at the completion of each number of hours of service, specified herein below, up to and including the maximum step of the employee's salary range as set forth in the salary resolution of the County.

The steps of each salary range shall be interpreted and applied as follows:

A. The first step in each salary range is the standard minimum rate and may be the hiring rate for the class.

B. The second step shall be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

C. The third step shall be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

D. The fourth step shall be paid at any time after 2080 hours of satisfactory or better service at the third step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

E. The fifth step shall be paid at any time after 2080 hours of satisfactory or better service at the fourth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

F. The sixth step shall be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating.

G. The seventh step shall be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a meets job standards, exceeds job standards or an outstanding overall employee performance rating. For employees who are reinstated, the beginning date for purposes of accrual of hours of service for step advancement shall be the date of reinstatement; except that if the reinstatement is that of an employee who was laid off from a budgeted limited-term position and not more than twelve months has elapsed since such lay off, the employee shall receive credit for hours of service previously accrued in the step held when his/her employment ended.

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

### **7.3 SALARY UPON APPOINTMENT TO HIGHER CLASS**

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is closest to 10%.

### **7.4 LATE EVALUATIONS**

Failure of an appointing authority to recommend a step advancement in accordance with Article 19.4, shall be considered to be a recommendation of step advancement effective on the due date.

### **7.5 EFFECTIVE DATE OF TRANSACTIONS**

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the Personnel Director and Auditor-Controller. Examples of such transactions include: transfers, promotions, demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period, step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

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

## **7.6 WORK IN A HIGHER CLASS**

In the event of an absence of an employee in a budgeted position that is a result of sick leave, annual leave, compensatory time off, a leave of absence without pay or a vacancy for any reason, a regular employee may be temporarily assigned by the appointing authority to perform a majority of the duties of the position of the absent employee or vacant position, with the prior approval of the Personnel Director. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class:

A. The employee must meet the employment standards for the higher class;

B. Appointments shall be for absences or vacancies exceeding 40 cumulative hours in any calendar year. No time served in "Work in a Higher Class" appointment shall contribute towards acquiring probationary or permanent status in the higher class;

C. All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than 60 days except that one additional temporary appointment for a maximum of 60 days may be authorized by the Personnel Director provided that valid reasons exist to justify the extension. These "Work in a Higher Class" provisions shall not supplant existing Civil Service Rule and County Code provisions with respect to appointments to vacant positions.

## **ARTICLE 8 CLOTHING AND TOOL ALLOWANCES AND SALARY ADJUSTMENTS**

### **8.1 CLOTHING ALLOWANCE AND SALARY ADJUSTMENTS**

A. Effective September 14, 2002, employees in the classes listed in Attachment E shall have work uniforms and cleaning as determined necessary by the County provided to them by the County at no cost to the employee. On that same date, September 14, 2002, the uniform allowance shall cease and shall be converted to wages. The covered uniform allowance shall be added to the regular wage rate for the classes listed in Attachment E. The amount added to each step of each range of the salary schedule shall be as follows:

Classes currently receiving \$0.17 per hour - \$0.17 per hour  
Classes currently receiving \$0.14 per hour - \$0.14 per hour  
Classes currently receiving \$0.11 per hour - \$0.11 per hour

B. The County and Union recognize Title V, Section 404, Payment of Employee's Equipment Damaged or Stolen, of the County Procedures Manual, as a mechanism for reimbursement of other employees for job related damage or destruction of clothing.

### **8.2 TOOL ALLOWANCE AND SALARY ADJUSTMENT**

A. Employees in the classes listed immediately below shall continue to receive \$0.26 an hour in their base hourly salary as a tool allowance. Employees in these classes receive such salary adjustments in recognition that such employees must provide tools as a condition of employment which represent a significant and substantial investment. The adjustments included in the base salary are intended to compensate employees for the initial cost of providing tools, as well as for their replacement when damaged or lost. It is the intent of the Union and County to not expand this provision to other classes, but to limit it to classes where the employee must provide tools which represent a significant, substantial investment as a prerequisite for employment.

Senior Automotive Technician  
Heavy Equipment Mechanic I  
Heavy Equipment

Mechanic II  
Supervising Heavy Equipment Mechanic  
Pump Maintenance Electrician  
Pump Maintenance Mechanic  
Heavy Equipment Service Worker

B. Employees in the classes listed below currently receive \$0.11 an hour in their base hourly rate. Employees in these classes receive such salary adjustments in recognition that such employees must provide tools as a condition of employment. The adjustment to the base hour salary rate is intended to compensate employees for the initial cost of providing tools as well as for their replacement when damaged or lost.

Building Maintenance Worker I, II, III  
Maintenance Electrician  
Maintenance Plumber  
Building Equipment Mechanic  
Building Maintenance Supervisor Senior  
Building Equipment Mechanic  
Building Equipment Supervisor  
Maintenance Electro/Mechanical Worker  
Automotive Technician  
Communications Technician I, II  
Senior Communications Technician

C. Employees in the classes listed below will receive an adjustment to their base hourly salary rate of \$0.11 an hour effective October 19, 1991. Employees in these classes receive such salary adjustments in recognition that such employees must provide tools as a condition of employment. The adjustment to the base hour salary rate is intended to compensate employees for the initial cost of providing tools as well as for their replacement when damaged or lost.

Communications Installer  
Supervising Communications Technician

**ARTICLE 9 RETIREMENT**

**9.1 RETIREMENT (PERS) - LOCAL MISCELLANEOUS MEMBERS**

A. The County contracts with PERS for the 2% at age 55 Miscellaneous retirement plan.

1. The total of County contributions for employees in the General Representation Unit in the 2% at age 55 miscellaneous PERS retirement plan for PERS (including the Employer PERS Contribution and any payment by the County of the Employee PERS Contribution) shall not exceed 15.005%. The employee shall be responsible for payment of all PERS retirement contributions in excess of the cap on County contributions.

2. The parties agree that the provision in paragraph (1), immediately above, of this Article (9.1) shall be a part of the subsequent Memorandum of Understanding for this representation unit, notwithstanding any other provision of this agreement or of law.

3. The employer payment of the employee PERS contribution under this agreement is not considered earnings and is not subject to FICA or tax withholdings. Employees do not have the option to choose to receive the employee pick-up PERS contribution directly instead of it being paid by the employer.

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

The County agrees to take the necessary steps to implement the employer pick-up provisions of Internal Revenue Code Section 414(h)(2) for employees within this unit effective September 7, 1996.

Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS retirement benefits, in accordance with Subsection A.1. of this Article (9.2) immediately above, as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

**9.2 RETIRED EMPLOYEES**

A. Employees in this representation unit who retire through PERS may enroll in a PERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Program and PERS regulations.

1. Effective January 1, thru December 31, 2003 the County contributions for retiree health care shall be an amount as follows, not to exceed the actual cost of the plan selected:

- a. Retiree only: \$177 per month
- b. Retiree plus one: \$227 per month
- c. Retiree plus two or more: \$283 per month

2. The rates set forth above shall be adjusted as follows:

*January 2004 Increase \$40 per month*

- a. Retiree only: \$217
- b. Retiree plus one: \$267
- c. Retiree plus two or more: \$323

*January 2005 Increase \$40 per month*

- a. Retiree only: \$ 257
- b. Retiree plus one: \$ 307
- c. Retiree plus two or more: \$ 363

B. 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.

NOTE: Also see Article 10.1 G for retiree coverage under alternate health plan.

**9.3 PERS SAFETY RETIREMENT FOR EMPLOYEES IN SPECIFIED PROBATION CLASSES**

A. Transfer to Safety Retirement

The County amended its contract with PERS to place employees in budgeted positions in the following classes in the 2% at age 50 PERS Safety retirement plan effective May 17, 1997:

- Group Supervisor I
- Group Supervisor II
- Senior Group Supervisor
- Deputy Probation Officer I
- Deputy Probation Officer II
- Deputy Probation Officer III

B. This Article (9.3) applies only to employees in the General Representation Unit. However, the parties understand and agree that the payroll figures and the actuarial percentage figures used throughout this Article (9.3) are for all Probation employees, including General Unit, Middle Management Unit, and Executive Management employees, in recognition: (1) of the requirements of PERS that all Probation employees who are eligible to be moved from PERS Miscellaneous membership to PERS Safety membership in accordance with Government Code 20438 must be moved together as a group; and (2) that the actuarial study of December 5, 1996, which identified the one-time (unfounded liability) and on-going (permanent) costs associated with the movement of all Probation employees from PERS Miscellaneous membership to PERS Safety membership applies to all "Probation" employees.

C. General Provisions

1. Transfer at No Cost to County. The parties acknowledge that transferring the specific Probation classes to Safety retirement will increase the required PERS retirement rates for all County employees who are Safety members. The parties agree that employees who are in classes transferring to Safety Retirement membership will pay for both the on-going and one-time PERS retirement rate increases affecting all employees in the PERS Safety and Miscellaneous membership category. These costs shall be recovered from employees in the specified Probation classes as specified below, including PERS contributions, percentage-of-earnings payroll deductions, and reductions in scheduled salary increases, as required. The payroll deduction will be applied to earnings, excluding overtime, as required by PERS.

2. Time Period for Repayment. In order to allow the affected employees a reasonable time period within which to pay the costs associated with the transition to PERS Safety Retirement, the parties acknowledge that the period of payment must extend beyond the term of the current MOU. As such, the parties agree that this Article (9.3) shall continue in full force and effect beyond the expiration of this MOU and shall be included in subsequently negotiated Mouse through June of 2011. The parties agree that neither party may reopen this Article (9.3) for negotiation through June 30, 2003.

3. No Effect on Labor Code. The parties agree that the provisions of California Labor Code Section 4850 shall not apply to the classes listed in paragraph A, above.

4. Change in FICA Requirement. The formula for calculating the cost of transferring specified Probation classes to PERS Safety retirement recognizes that the County no longer being required to contribute the OAS portion of FICA employment taxes on behalf of PERS Safety Retirement members. In the event PERS Safety Retirement members become subject in the future to the OAS portion of FICA taxes, or any new taxes related to social security, the percentage-of-earnings cap on the County's contribution to PERS for such employees shall be reduced by the percentage-of-earnings required to be paid as the employer contribution for such taxes, including OAS-FICA taxes. In the formulas in Section D, below, the credit for this change in FICA requirements is referred to as "FICA Reallocation."

D. County and "Probation" Employee PERS Contributions, Reduced Salary: Increase for "Probation" Employees, and "Probation" Employee Payroll

Deductions as Safety Members

1. The parties acknowledge that, in order to recover from "Probation" employees the costs of transferring to PERS Safety Retirement, a mathematical formula must be used to derive the appropriate payroll deduction. In order to simplify this formula, the parties have agreed to fix certain figures for the duration of the repayment period. Each fixed dollar amount or percentage and each variable percentage that will be used in the mathematical formula are identified in paragraphs 2 and 3 below. The parties further agree that the application of the formula entails the following:

a. Effective upon "Probation" employees being placed in PERS Safety retirement membership, such employees shall pay the PERS employee Safety member contribution of 9.000%.

b. The total County-paid PERS contribution for "Probation" employees shall be the same percentage of payroll as the percentage figure paid by the County for Miscellaneous employees under Article 9.1, provided, however, that the percentage amount shall not exceed 15.005% prior to July 1998. Should the County-paid PERS contributions provided under Article 9.1 exceed the figure established by PERS as the employer contribution rate for Safety members, "Probation" employee shall receive credit for the difference as provided in Sections 4 b (1), 5 b (1), and 6 b(1) below.

c. The mathematical formula which follows below, will be used to determine:

(1) Any surplus of available financing in excess of costs for the period between the date "Probation" employees are moved to Safety membership and July of 1998, when the actuarial effect on PERS Miscellaneous and Safety member contributions will begin to occur; and

(2) To determine the amount of additional payroll contributions required, if any, by "Probation" employees on a fiscal year by fiscal year basis for the period July 1998 to July 2011, as a result of costs exceeding the total of available financing plus a proration of any surplus which accrues during the period between the date "Probation" employees are moved to Safety membership and July of 1998.

d. Effective July 11, 1998, the classes of "Probation" employees were scheduled receive a 2% general salary increase. In order to recover a portion of the costs identified in the actuarial study which are the result of the movement of "Probation" employees from the Miscellaneous membership category to the Safety membership category, the salary increase was reduced by 0.9%, and thus result in a 1.1% general salary increase effective July 11, 1998, rather than a 2% increase, for job classes of "Probation" employees as defined in Section A of this Article (9.3).

2. Fixed Dollar Amounts or Percentages. The parties agree to the following figures as fixed dollar amounts or percentages where "F" refers to "fixed" and the number refers to items which are sequentially numbered :

F1 = PERS payroll for "Probation" employees = \$2,451,607 (\$2,106,452 General Unit; \$345,156 Middle Management and Executive Management)

F2 = FICA payroll for "Probation" employees = \$2,485,139

F3 = PERS payroll for current PERS Safety members = \$10,361,782

F4 = OAS portion of FICA payroll taxes for "Probation" employees of 6.2% x FICA payroll = \$154,079 annually or \$5,926 per pay period

F5 = PERS contribution by "Probation" employees as Safety members of 9.0% X PERS payroll = \$220,645 annually or \$8,486 per pay period

F6 = PERS payroll for current Miscellaneous members, excluding "Probation" employees=\$64,845,085

F7 = Combined one-time (unfounded liability) and on-going (permanent cost) increase in the employer PERS Safety contribution rate for movement of "Probation" employees from Miscellaneous membership to Safety membership is 2.637% for the period to July 2011.

F8 = Combined one-time (unfounded liability) and on-going permanent) cost is -0.028% in the employer PERS Miscellaneous membership rate for movement of "Probation" employees from Miscellaneous to Safety membership for the period to July of 2011.

F9 = The percentage reduction of 0.9% of the scheduled salary increase of July 11, 1998, for "Probation" employees to partially cover the cost of moving "Probation" employees to PERS Safety retirement membership.

3. Variable Percentages. The parties agree that the following variable percentage, which are subject to annual adjustment by PERS, are to be applied in the mathematical formula where "V" refers to "variable" and the number refers to items which are sequentially numbered:

V1 = A total of a fixed 9.0% PERS employee contribution rate, plus variable PERS employer contribution rate from the annual PERS actuarial valuation to determine PERS employer rate for Safety members for each fiscal year. (Using FY 1996-97 as an example, this percentage is 20.115%. (This results from the fixed 9.0% PERS employee rate plus the 11.115% PERS employer rate for FY 1996-97).

V2 = County's actual PERS contribution for Miscellaneous employees pursuant to the requirements of Article 9.1 of the Memorandum of Understanding for the General Representation Unit, not to exceed 15.005% for General Unit employees, and, pursuant to the requirements of Article 32.1 of the Memorandum of Understanding for the Middle Management Representation unit, not to exceed 12.915% for Management employees.

4. Formula for the period between the date "Probation" employees are placed in PERS Safety membership through June 30, 1998.

a. Costs

Costs for "Probation" employees as Safety members: F1 multiplied by V1 (e.g., \$2,451,607 times 20.115% for FY 1996-97).

b. Available Financing

(1) PERS contributions by County for "Probation" employees as Safety members: F1 multiplied by V2 (e.g., for FY 1996-97, \$2,106,452 times 14.666% for General Unit; \$345,156 times 12.915% for Middle Management and Executive Management); plus

(2) PERS contributions by "Probation" employees as Safety members: F5 (i.e., \$220,645 annually or \$8,486 per pay period); plus

(3) County FICA Reallocation: F4 (i.e., \$154,079 annually or \$5,926 per pay period).

(4) Total of b (1) + b(2) + (b)3, immediately above.

c. Projected Surplus: Total of a and b(4), immediately above. During the period between the date "Probation" employees are placed in PERS Safety membership and June 30, 1998, it is expected that available financing will exceed costs as the impact upon PERS contribution rates from moving "Probation" employees to Safety membership should not be felt until July of 1998. Any surplus dollars from the period between the date "Probation" employees are placed in PERS Safety membership and June 30, 1998, will be prorated as a credit over the eight-year period from July of 1998 to July of 2006.

5. Formula for Each Fiscal Year During the Period between July of 1998 and July of 2006. The following shall apply during the period from July of 1998 (when the actuarial effect of movement of "Probation" employees to Safety membership is to occur) to July of 2006:

a. Costs

(1) Costs for "Probation" employees as Safety members: F1 multiplied by total of V1 plus F7 (e.g., \$2,451,607 times 20.115% + 2.637%, or 22.752%); plus

(2) Increased costs for current Safety members: F3 multiplied by F7 (i.e., \$10,361,782 X 2.637%, or \$273,240); plus



- (3) Increased costs for current miscellaneous members, excluding "Probation" employees: F6 multiplied by F8 (i.e., \$64,845,085 X -0.028%, or -\$18,157).
- (4) Total of a(1) + a(2) + a(3), immediately above.

b. Available Financing

- (1) PERS contributions paid by County for "Probation" employees: F1 multiplied by V2 (e.g., \$2,106,452 X 14.666% for General Unit; \$345,156 X 12.915% for Management); plus
- (2) Annual PERS contributions paid by "Probation" employees as Safety members: F5 (i.e., \$220,645); plus
- (3) Annual County FICA reallocation: F4 (i.e., \$154,079); plus
- (4) Credit for Salary Reduction by "Probation" employees effective July 11, 1998 to partially cover the cost of moving "Probation" employees to PERS Safety retirement membership: F9 multiplied by F1 (i.e., 0.9% times \$2,451,607, or \$22,064).
- (5) Total of b(1) + b(2) + b(3) + b(4), immediately above.

c. Distribution of Surplus, if any, from above.

The dollar amount of 4c, above, divided by eight, to be credited in each of the eight fiscal years between July 1998 and July 2006.

d. Other Required Contributions, if any, by "Probation" employees to Equal Zero Costs to County 5b(5) (Available Financing) + 5c (Distribution of Surplus, if any), less 5a(4) (Costs) = Other Required Contributions

e. The amount of 5d, immediately above, will be divided by F1 to arrive at a percentage figure. If the resulting percentage figure is negative, the percentage amount shall be an additional payroll deduction that "Probation" employees shall pay for PERS Safety Retirement applicable in a fiscal year. If the resulting percentage figure is positive, no additional payroll deduction is required of "Probation" employees in that fiscal year.

6. Formula for Each Fiscal Year During the Period Between July of 2006 and July of 2011. The following shall apply each Fiscal Year during the period from July of 2006 to July of 2011:

a. Costs

- (1) Costs for "Probation" employees as Safety members: F1 multiplied by total of V1 plus F7 (e.g., \$2,451,607 times 20.115% + 2.637%, or 22.752%); plus
- (2) Increased cost for current Safety members: F3 multiplied by F7 (i.e., \$10,361,782 X 2.637% = \$273,240); plus
- (3) Increased costs/savings for current Miscellaneous members, excluding "Probation" employees: F6 multiplied by F8 (i.e., \$64,845,085 X -0.028% = \$18,157).
- (4) Total of a(1) + a(2) + a(3), immediately above.

b. Available Financing

- (1) PERS contributions paid by County for "Probation" employees: F1 multiplied by V2 (e.g., in FY 1996-97, \$2,106,452 X 14.666% for General Unit, \$345,156 X 12.915% for Management); plus
- (2) Annual PERS contributions paid by "Probation" employees as Safety members: F5 (i.e., \$220,645); plus
- (3) Annual County FICA reallocation: F4 (i.e., \$154,079); plus
- (4) Credit for Salary Reduction by "Probation" employees: effective July 11, 1998 to partially cover the cost of moving "Probation" employees to PERS Safety retirement membership: F9 multiplied by F1 (i.e., \$2,451,607 X 0.9% = \$22,064).
- (5) Total of b(1) + b(2) + b(3) + b(4), immediately above.

c. Other Required Contributions, if any, by "Probation" employees to Equal Zero Cost to County 6b(5) (Available Financing) less 6a(4) (Costs) = Other Required Contributions

d. The amount of 5d, immediately above, will be divided by F1 to arrive at a percentage figure. If the resulting percentage figure is negative, the percentage amount shall be the additional payroll deduction that "Probation" employees shall pay for PERS Safety Retirement applicable in a fiscal year. If the resulting percentage figure is positive additional payroll deduction is required of "Probation" employees in that fiscal year.

E. The Union and the employees it represents agree to not initiate or pursue any legal action relative to the previous Side Letter of Understanding, including actions to compel arbitration of the Safety Retirement side letter of understanding.

F. This amendment to the Memorandum of Understanding supersedes the previous Letter of Understanding regarding Safety Retirement for Probation employees.

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

Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for PERS Safety retirement benefits, in accordance with Sub-section C 1 a of this Article (9.3) as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the County. The parties agree that, in the event the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contribution as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

- 9.4** The County agrees to implement the 3% @ 50 PERS safety Retirement Option for Safety retirement members only in this unit contingent upon all other safety units agreeing as required by PERS and entirely at the cost of the employee and no increased cost to the County.

The amount to be paid by the employee shall be the amount specified by the PERS actuarial as the "Change to the Total Employer Rate."

**9.5 EMPLOYEE BUY BACK OF MILITARY SERVICE**

The County's contract with PERS permits employees to buy back prior military service at the employee's expense.

**9.6 EMPLOYEE BUY BACK OF PEACE CORPS AND VISTA SERVICES**

The County's contract with PERS permits employees to buy back prior Peace Corps and VISTA service at the employee's expense.

**9.7 PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFITS FOR MISCELLANEOUS MEMBERS**

The County proposes to apply to PERS for approval of a contract amendment to implement the PERS Pre-Retirement Optional Settlement 2 Death Benefit for Miscellaneous members in year one of the contract. This contract amendment would allow the spouse of a deceased member who was eligible to retire for service at the time of death to elect to receive the pre-retirement optional settlement 2 death benefit in lieu of the lump sum basic death benefit, this benefit provides a monthly allowance equal to the amount the member would have received had the member retired for service on the date of death and elected settlement 2, the highest monthly allowance a member can leave a spouse.

**ARTICLE 10 INSURANCE BENEFITS**

Plan Documents Controlling. The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 10 and the plan document, the plan document for insurances specified below (medical, dental, vision, long term disability, life) is controlling. Copies of plan documents are available through the Personnel Department.

**10.1 MEDICAL COVERAGE**

PERS offers employees choices in medical plans. California Service Employees Health and Welfare Trust Fund is an alternative to the PERS medical plans. Although the eligibility requirements of the Trust are similar to the eligibility requirements of the PERS plans, the Trust permits the enrollment of an employee's domestic partner. This is a PPO Plan. Domestic Partner coverage is available through the California Service Employees Health and Welfare Trust Fund. Enrollment of some domestic partners is permitted in PERS medical.

A. Employees in this representation unit may enroll in a medical plan offered by PERS in accordance with the provisions of the Public Employees' Medical & Hospital Care Program or a PERS approved County offered alternate medical plan (e.g., California Service Employees Health and Welfare Trust Fund). Employees have the option of enrolling their eligible dependents in a PERS approved County offered medical plan. Alternate medical plans must conform to PERS plans, rules, and regulations.

B. For coverage during the term of this agreement the County shall contribute to PERS Public Employees' Medical & Hospital Care Program or the California Service Employees Health and Welfare Trust, or any other PERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

Effective January, 2003, the County shall contribute the following amounts for health care:

- \$267.25 Employee only
- \$400.88 Employee + one dependent
- \$521.15 Employee + two or more dependents

Effective for premium payments for January, 2004, the County share of cost for health care shall be equal to the following percentages using the lowest cost plan/HMO option as a basis for determining the amount:

- 100% Employee only
- 75% Employee + one dependent
- 75% Employee + two or more dependents

Effective for premium payments for January, 2005, the maximum monthly County contribution amount shall be increased by the following percentages:

- 10% Employee only
- 10% Employee + one dependent
- 10% Employee + two or more dependents

Notwithstanding the preceding, effective January 2004, the employee share of costs for the lowest cost plan/HMO option, shall not exceed 30% of the total premium for the lowest cost HMO option.

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 Public Employees' Medical & Hospital Care Program, California Services Employees Health and Welfare Trust Fund, or any other PERS approved County offered alternate medical plan in which they and their dependents are enrolled.

C. Employees hereby authorize the County to make a payroll deduction for the payment of the required PERS administrative fee based upon the plan selected by the employee.

D. Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by PERS.

E. 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.

F. Alternate Health Plans

1. California Service Employees Health and Welfare Trust Fund

a. Eligibility

The following persons are eligible to enroll in the California Service Employees Health and Welfare Trust Fund:

(1) Employees in budgeted positions in the General Representation Unit who are eligible to enroll in a PEMCA health plan through PERS and who are scheduled to work at least 40 hours in a pay period or who are on an approved leave of absence without pay or are on suspension.

(2) The following persons are eligible to enroll as dependents under the California Service Employees Health and Welfare Trust Fund:

(a) An eligible employee's spouse (upon provision of a copy of the marriage certificate), unless divorced.

(b) An eligible employee's never married natural child under age 18 (upon provision of a copy of the child's birth certificate).

(c) An eligible employee's never married step child under age 18 (upon provision of a copy of the child's birth certificate and a copy of the marriage certificate for the spouse).

(d) An eligible employee's never married adopted child under age 18 (upon provision of documentation set forth under Application for Enrollment, below).

(e) An eligible employee's never married natural, step or adopted child who is age 18 or older and under age 23.

(f) An eligible employee's never married natural, step or adopted child, or an eligible unmarried child of an employee's Domestic Partner, who is enrolled in this Plan upon turning age 23, and who is incapable of self-support because of physical or mental disability. The child's treating physician must certify the disability in writing within 31 calendar days of the child's 23rd birthday. After the child's 23rd birthday, the Trust may request proof of disability and dependency, but not more than once yearly.

(g) An eligible employee's Domestic Partner, who, together with the employee, has affirmed a domestic partnership through a County of Santa Cruz Affidavit of Domestic Partnership, until such Partnership is terminated by either or both parties.

(h) The never married child of an eligible, enrolled employee's Domestic Partner, provided the child meets the same eligibility criteria for the employee's child as set forth in (c), (d), (e), immediately above (upon submittal of a copy of the child's birth certificate and a copy of the County of Santa Cruz Affidavit of Domestic Partnership applicable to the employee and the parent of the child).

b. Application for Enrollment

(1) All applications for enrollment for eligible employees and eligible dependents must be filed with the Employee Insurance/Benefits Unit of the County Personnel Department.

(2) Employees and their Dependents at the time of Enrollment:

(a) Employees who are in a PERS Health Plan must drop coverage under that Plan when enrolling in the Alternate Health Plan. Such change should take into consideration when coverage ends under one plan and begins under the other plan, so there is no overlap in coverage.

(b) Each eligible employee newly appointed to a position in the General Representation Unit must complete and file an application for enrollment within 30 calendar days of the date of employment within the General Representation Unit. This application must include all eligible dependents of the employee, including Domestic Partners.

(c) Employees who do not enroll in the California Service Employees Health and Welfare Trust Fund within the periods specified in (1) and (2), immediately above, may only enroll in a medical plan through the County during an Open Enrollment Period or as may be otherwise required by law or PERS. The Open Enrollment Period applicable to the California Service Employees Health and Welfare Trust Fund shall be the same as that for PERS medical plans in the PEMCA program.

(3) New Dependents

(a) Each enrolled, eligible employee must complete and file an application to enroll a newborn child within 60 calendar days from the date of the birth of the child.

(b) Each enrolled, eligible employee must complete and file an application to enroll a newly adopted child, provided that the application is filed within 60 calendar days from the moment the child is placed in physical custody of the employee. Such application must be accompanied by proof of the time physical custody occurred, evidence as to whether the placement is private or through an authorized placement agency, and a statement of when legal adoption is intended to occur.

(c) Each enrolled, eligible employee must complete and file an application to enroll a child of the employee's spouse within 60 calendar days from the date of marriage of the employee and spouse.

(d) Each enrolled, eligible employee must complete and file an application to enroll a domestic partner within 60 calendar days from the date the employee and the domestic partner have completed and filed an Affidavit of Domestic Partnership with the County.

(e) Each enrolled, eligible employee must complete and file an application to enroll an eligible child of a domestic partner within 60 calendar days from the date the employee and domestic partner have completed and filed an application of domestic partnership with the County.

c. Coverage

(1) Coverage is contingent upon three conditions being met:

- (a) eligibility as defined by this Agreement;
- (b) enrollment; and
- (c) timely payment of County and employee premiums.

Premium payments for the California Service Employees Health and Welfare Trust Plan are made in advance of the month when coverage is effective. Employee paid premiums are generally deducted in equal payroll deductions in two pay periods in a month (e.g., one-half in the first pay period and one-half in the second pay period). However, for new enrollees, terminating enrollees, and enrollees going on an unpaid absence or returning from an unpaid absence, the entire required employee paid premium will be deducted in one pay period of the month, rather than two.

(2) New Employees. For eligible new employees, and any eligible enrolled dependents, coverage begins the first day of the month following employment and the timely filing of an application for enrollment, provided there were full payroll deductions of the employee's portion of the premium in the first month of employment. If the other conditions are met, but there was not full payment of the employee's portion of the premium in the first month of employment, coverage begins the first day of the month following the month in which the full employee premiums are deducted.

(3) New Dependents. For eligible new dependents of an enrolled employee, coverage begins the first day of the month following the month in which a timely application for enrollment of the new dependent(s) is received and in which full payroll deductions of the employee's portion of the premium for the employee and all enrolled dependents occurs, except as provided immediately below.

- (a) For an eligible newborn child or newly adopted child, coverage begins from the date of birth or from the date physical custody is obtained. However, such coverage is contingent upon timely application to enroll the child. Such coverage is not contingent upon advance payment of employee's portion of the premium for the month in which the birth or physical custody occurs, provided that any additional premiums for the child are made for the period which encompasses the date of birth or date of physical custody through enrollment (e.g., if a child is born January 15 or physical custody of a child to be adopted occurs on January 15, and the child is later enrolled in a timely manner, premiums are due for January and subsequent months).

(4) Termination of Coverage

(a) Coverage may be terminated as provided in the Trust Plan documents and/or Subscriber Agreement for the California Service Employees Health & Welfare Trust Fund.

(b) Employee and Any Enrolled Dependents. Coverage for an enrolled employee and any enrolled dependents terminates on the last day of the month after the month in which employment in the General Representation Unit with Santa Cruz County ceases, provided there are:

(i) Sufficient payroll deductions of the premium for coverage in that month; or

(ii) Timely direct payment of premiums by an employee on an unpaid absence. If there were not sufficient payroll deductions or timely payment of employee premiums for coverage in that month, coverage ends the last day on the month for which full payroll deductions or timely payment of the premium occurred.

(5) Individual Dependents. In addition to the bases for termination of coverage specified in (a) and (b) immediately above:

(a) Coverage terminates for the spouse of an employee the last day of the month in which a final decree of divorce, annulment or dissolution of marriage occurs.

(b) Coverage terminates the last day of the month in which a child is no longer eligible in accordance with PERS eligibility requirements.

(c) Coverage terminates for a domestic partner the last day of the month in which the domestic partnership is terminated by the employee or domestic partner.

(6) Coverage During Unpaid Absences. Eligible, enrolled employees and dependents are covered during a leave of absence without pay or suspension provided that timely payments of employee premiums as required for the type of unpaid absence are made. During any unpaid absence, and if there are no payroll deductions of the required employee premiums at the beginning or end of an unpaid absence, the employee is responsible for making timely payment directly to the Employee Insurances/ Benefit Unit in the County Personnel Department, Room 310, 701 Ocean Street, Santa Cruz.

Such payments must be received by 5:00 p.m. on the last Friday of the pay period for which deductions were to be taken. Should the last Friday of a pay period fall on a County holiday, such payments must be received by 5:00 p.m. on the next full working day. Failure to make timely payments will result in termination of coverage for the employee and any dependents effective the last day of the month following the month in which full payment of premiums occurred.

(7) Continuation Coverage (COBRA). Enrolled employees who separate from County service for certain reasons may be eligible for continuing coverage in the Trust Fund under COBRA provisions. Enrolled dependents who lose coverage under a "Qualifying Event" may be eligible for continuation coverage in the Trust Fund under COBRA provisions.

d. Employee Responsibility and Liability

It is the responsibility of each employee to notify the Employee Insurances/Benefits Unit of the County Personnel Department when any enrolled dependent becomes ineligible. Employees shall be liable for payment for all services received by ineligible dependents and for any premium contributions made on behalf of the ineligible dependent by the County.

e. Retirees

(1) For coverage of retirees, the County agrees to contribute the same amount per month for eligible retirees from the General Representation Unit who are enrolled in the California Service Employees Health and Welfare Trust Fund health plan as the County contributes for retirees who are enrolled in PERS health plans.

(2) Eligibility and Enrollment.

(a) County employees who were in the General Representation Unit when they separated from County service prior to November 1, 1995, and who retired through the Public Employees' Retirement System (PERS) are eligible to enroll themselves and their eligible dependents in the California Service Employees Health and Welfare Trust Fund as a retiree upon application to the Trust and verification of retirement through PERS.

(b) County employees who were in the General Representation Unit and enrolled in California Service Employees Health and Welfare Trust Fund when they separated from County service and who retire through the Public Employees' Retirement System (PERS) are eligible to enroll themselves and their eligible dependents in the Trust Fund upon application to the Trust Fund, if their date of retirement is within 120 calendar days of the date of separation from County service and provided that application is received by the Trust Fund within 60 calendar days from the retirement date. Such enrollment is contingent upon verification of retirement through PERS.

(3) Coverage. Coverage for eligible, enrolled retirees and their eligible enrolled dependents begins the first day of the month following the month in which both the retiree and County make timely payments to the Trust Fund for the retiree.

(4) Termination of Coverage.

(a) Coverage may be terminated as provided in the Trust Fund Plan documents and/or Subscriber Agreement for the California Service Employees Health and Welfare Trust Fund.

(b) Retiree and Any Enrolled Dependents. Coverage for an enrolled retiree and any dependents terminates on the last day of the month in which the retiree is no longer eligible and for which timely payment of retiree and County premiums occurred. If there were no timely payment of premiums for coverage in that month, coverage ends the last day in the month for which timely payment of the premium occurred.

(c) Individual Dependents. In addition to the bases for termination of coverage specified in (a) and (b) immediately above:

(i) Coverage terminates for the spouse of a retiree on the last day of the month in which a final decree of divorce, annulment or dissolution of marriage occurs.



(ii) Coverage terminates the last day of the month in which a child is no longer eligible in accordance with PERS eligibility requirements.

(iii) Coverage terminates for a domestic partner the last day of the month in which the domestic partnership is terminated by the retiree or domestic partner.

(5) Retiree Responsibility and Liability

It is the responsibility of each retiree to notify the Trust when any enrolled dependent becomes ineligible. Retirees shall be liable for payment for all services received by ineligible dependents.

f. No Cross Coverage

No person may be enrolled in the Trust Fund as a dependent if that person is enrolled in the Trust Fund as an employee or retiree, regardless of the employer.

g. Indemnify, Hold Harmless and Defend

The Union indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless and agrees to defend the County, its officers and employees acting on behalf of the County, against any and all claims, demands suits and from liabilities of any nature, including the payment of attorney's fees and costs which may arise out of or by reason of actions taken or not taken by SEIU Local 415, the California Service Employees Health and Welfare Trust Fund, the Health and Welfare Trust Fund administrators, employees or agents, or by the County under the provisions of this Article (10.1), in administering the provisions of the California Service Employees Health and Welfare Trust Fund, including but not limited to, eligibility, coverage, benefits, conversion provisions, continuation coverage, and exclusions, as well as any liability for any taxes or penalties resulting from any conflicts with or violations of state or federal tax laws.

h. The County is not responsible for the administration or operation of any alternate health plan.

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 coverage under that plan five months following the death of the employee for the surviving eligible dependents.

**10.2 DENTAL CARE**

The County offers two dental plans. One is Delta Dental. This is a "fee-for-service" plan. Enrollees may go to any dentist and be reimbursed 80% for basic and preventative services and 50% on major services. Or enrollees may go to a preferred provider and be reimbursed at 100% for basic and preventative services and 60% for major services. The other plan is PMI and covers most services at 100%. This plan also has some orthodontia coverage. The County agrees to continue to pay the premium for eligible employees and dependents for dental coverage during the term of this agreement. Effective July 1998, the annual cap under the dental care program was increased from \$1000 to \$1200 per year per enrollee.

**10.3 VISION PLAN**

Employees are entitled to an eye examination and lenses every year and frames every two years. There is an annual deductible of \$25.00.

A. The County agrees to pay the premium for the employee only and to maintain the vision care benefits during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

B. The Vision Plan will permit the one-time enrollment of a dependent at any time through age five. Any dependent who is enrolled under Vision coverage must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year.

#### **10.4 LONG TERM DISABILITY**

A. Employees are entitled to receive 60% of the first \$3,000 of their pre-disability basic monthly earnings. There is a 30-day waiting period and the benefit is available for two years. The County agrees to pay the premium, including any increases, and to maintain the long-term disability plan for the employees in the General Representation Unit.

B. SEIU agrees to research programs to provide additional long-term disability insurance benefits which can be integrated with SDI and annual leave for employees in the bargaining unit at 100% employee cost. SEIU will be responsible for evaluating and recommending the preferred program structure. The existing LTD program will continue to be provided by the County. Prior to the implementation of any benefit change and associated payroll deduction, SEIU will present the matter to the unit for a vote on the benefit change through the State Mediation Service. If 50% plus one agree to the benefit change, the County will cooperate in the implementation of the payroll deduction. The total County costs for administration and any and all associated costs shall not exceed \$2,000. Any additional costs shall be recovered through payroll deduction. Implementation shall not occur until January 2004 or later.

#### **10.5 LIFE INSURANCE**

The County agrees to maintain and pay the premium for a \$20,000 life insurance plan with AD&D for eligible employees during the term of this agreement. The amount of coverage decreases for employees age 70 and above in accordance with the terms of the plan document. Effective September 14, 2002, employees will be allowed to purchase additional life insurance for up to \$100,000.

#### **10.6 PART-TIME EMPLOYEE INSURANCE BENEFITS**

The County agrees to pay for the entire employee coverage for employees who occupy part-time positions (20 hours or more) in the same manner as is provided for regular full-time employees for medical, dental, vision, life, and long term disability insurance benefits.

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

"Advance payment" means payment must be received by the Employee Insurance/Benefits Section in 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 Section in 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 notify the Personnel Department 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. Forms for this purpose are provided through the Personnel Department. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences. This exception only applies to payment for life, long-term disability, vision and dental insurances. 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 dental and vision

insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

B. When an employee is on a leave of absence without pay for one full pay period or longer for any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan, coverage under employee insurances (e.g., medical, life, dental, vision, long-term disability) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.

1. Family Care or Medical Leave ("FMLA Leave"). The County shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA leave of absence without pay as if the employee were working or on paid leave. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances and for any PERS administrative fee 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 leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section (10B.7 B).

2. Continuation of Employee Insurance Coverage While Receiving LTD Benefits (other than FMLA leave).

- (a) Effective September 24, 1994, the County's contribution towards the employee's (but not dependent) dental coverage, vision coverage, life insurance coverage and LTD coverage shall continue during the period a current employee receives benefits through the LTD plan while on a leave of absence without pay. An employee may be required to pay for the County's contribution towards coverage in advance and be reimbursed by the County if confirmation is received that he/she is receiving LTD Benefits.

The County's contribution towards the employee's (but not dependent) coverage under the elimination period for Long Term Disability, provided the employee contacts Risk Management to apply for LTD and provided that, should the employee not receive Long Term Disability Benefits, the employee must repay to the County all contributions for insurances during the leave of absence without pay. The County shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions.

- (b) The County's shall pay the employee only portion, not to exceed the maximum County contribution for employee only coverage (e.g., \$267.25 per month as of January 2003) towards PERS medical insurance premium contributions during the period a current employee receives benefits through the LTD plan, while on a leave of absence without pay. An employee may be required to pay the County's contribution towards coverage in advance and be reimbursed by the County if confirmation is received that he/she is receiving LTD benefits. The County's contribution towards the employee's (but not dependent) coverage under employee's PERS medical plan while the employee is on a leave of absence without pay during the elimination period for Long Term Disability, provided the employee contacts Risk Management to apply for LTD and provided that, should the employee not receive Long Term Disability Benefits, the employee must repay to the County all contributions during the leave of absence without pay. The County shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions. Employees are responsible for payment of the remainder of the PERS medical insurance premium contribution during any leave of absence without pay of one full pay period or longer, including any PERS administrative fee. To continue coverage during the leave of absence without pay, the employee must apply in advance of the leave to PERS through the County Personnel

Department and make payments to continue coverage of the employee and any eligible dependents. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under the plan.

3. For any other leave of absence without pay of one full pay period or longer, the employee is responsible for payment in advance of the entire contribution for all employee insurances, plus any PERS administrative fee.

**10.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS**

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

**10.9 ENROLLMENT AND RE-ENROLLMENT OF EMPLOYEES AND DEPENDENTS**

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

**10.10** The County shall meet and confer with the Union prior to making any changes in medical, dental, life, EAP or vision providers or changes to dental and vision summary plan documents during the term of this agreement.

**10.11 EMPLOYEE ASSISTANCE PROGRAM**

The County provides an Employee Assistance Program through Pacicare Behavioral Health CSAC-Excess Insurance Authority Consortium.

**ARTICLE 11 MEAL PERIODS, REST PERIODS, CLEAN-UP TIME**

**11.1 MEAL PERIOD**

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. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal period during work hours.

**11.2 REST PERIODS**

All employees shall be granted a rest period during each four hours of work. Departments may make reasonable rules concerning the rest period scheduling. Rest periods not taken shall be waived.

**11.3 CLEAN-UP TIME**

Employees whose work causes their person or clothing to become soiled shall be provided with reasonable time for wash-up at shift end. For purposes of computing time worked for overtime under FLSA, a maximum of 15 minutes at shift end shall be allowed for wash-up. Employees whose work is of the nature where they are exposed to unclean or unsanitary conditions shall be provided with reasonable time for wash-up prior to meal-time.

**ARTICLE 12 OVERTIME**

**12.1 DEFINITION**

Overtime is any authorized time worked in excess of 40 hours per week, in a seven consecutive day (i.e., 168 consecutive hours) work period. Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

**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.

**12.3 COMPUTATION**

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

B. Holidays.

1. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.

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

**12.4** Notwithstanding the other provisions of this Article, all time in paid status except compensatory time off will apply towards overtime for the following classes only:

- Public Works Maintenance Worker I - IV
- Public Works Supervisor
- Sanitation Maintenance Worker I - III
- Pump Maintenance Electrician
- Pump Maintenance Mechanic
- Disposal Site Maintenance Worker
- Heavy Equipment Operator-Disposal Sites
- Transfer Truck Driver
- Heavy Equipment Mechanic I
- Heavy Equipment Mechanic II
- Supervising Heavy Equipment Mechanic
- Public Works Dispatcher
- Heavy Equipment Service Worker

**12.5** Employees shall receive payment for all overtime worked in the amount of one and one-half times their hourly salary rate, except as provided immediately below. Upon the approval of the Department Head or his/her designee, employees may receive compensatory time for overtime worked in lieu of overtime pay.

Compensatory time shall be compensated at the rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of compensation in cash. However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of 80 hours. (80 hours of compensatory time represents 53.3 hours of overtime work.)

Regardless of whether overtime is compensated in cash or compensatory time, any differentials/ premium pay applicable in the work period when the overtime is worked shall be shown on the time card for that period, and shall not be shown on the time card when any resultant compensatory time is taken off.

## **12.6 COMPENSATORY TIME**

A. If an employee makes a request in writing and gives reasonable advance notice (i.e., at least two weeks in advance) and said time off request does not unduly disrupt the operation of the department, the appointing authority shall grant the request. Departments cannot require employees to take compensatory time off for the purpose of avoiding overtime pay.

B. Employees being appointed to a position in this representation unit from another unit in which they have earned compensatory time must use or be paid off for such compensatory time at the time of their appointment to a position in this representation unit.

## **12.7 DISTRIBUTION OF OVERTIME**

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of overtime. When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

## **ARTICLE 13 ON CALL DUTY AND CALL BACK DUTY**

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

C. Time Worked

1. Time spent in answering phone calls or responding to calls by phone is considered 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.

D. 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. Effective January 11, 1997, 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, Psychiatrist, Community Mental Health Aide, Clinical Psychologist.

E. 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.

### **13.2 CALL-BACK**

A. Defined. Employees who are ordered to return to their work site or another specified work site by the department head or a designated agent following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (13). Responses to phone calls or performing work at home shall not be considered call-back duty. Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and receives a call canceling a call back, the two-hour minimum in B, below, shall apply. Such payment shall not be considered for time worked.

B. Compensation. Employees who are called back shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of two hours of overtime compensation shall be allowed for all periods of work less than two hours.

### **13.3 EMERGENCY RESPONSE - SOCIAL WORK STAFF**

A. Pursuant to Welfare and Institutions Code Section 16501 et seq., an incumbent in a position in the social worker and social work supervisor class series in the Human Resources Agency may be scheduled by the department head or a designated agent to be available and respond immediately to emergencies after normal hours of operation and be compensated as follows:

1. When scheduled to respond immediately to emergencies after normal hours of operation, the employee shall be compensated at the rate of \$5.75 per hour, or the Federal hourly minimum wage whichever, is greater, of assigned duty and such time when the employee is available to respond shall be considered time worked.
2. When responding to an emergency in accordance with these provisions, either by phone or in person, the employee shall be paid for actual time worked at his/her regular hourly rate of pay.
3. Time worked under (1) and (2) immediately above shall count towards overtime.

B. Employees subject to this provision (13.3) shall be excluded from the provisions of 13.1 (On-Call Duty) and 13.2 (Call Back).

## **ARTICLE 14 DIFFERENTIALS**

The payment of differentials is assignment based.

### **14.1 APPLICATION**

A. Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid on all time in a paid status.

B. Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid at one and one-half the specified rate for overtime hours worked.

C. None of the differentials included in this Article shall be paid for the periods an employee is receiving on call pay or emergency response standby pay.

**14.2 SHIFT DIFFERENTIAL**

A. Swing Shift. Employees who work eight consecutive hours or more which includes at least four 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 \$.55/hour above their hourly salary rate for a swing shift differential.

B. Graveyard Shift. Employees who work eight consecutive hours or more which includes at least four 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 \$.65/hour above their hourly salary rate for a graveyard shift differential.

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 hours and then is off for a period of time and then returns to complete the four hours, then the criteria of eight consecutive hours has not been met and there is no eligibility for the differential.

**14.3 BILINGUAL PAY DIFFERENTIAL**

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

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

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

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

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

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

**14.4 MORGUE CLEANING ALLOWANCE**

One employee in the class of Custodian shall receive a differential of \$0.45 per hour over his/her base hourly rate when assigned to clean the County morgue for a full work period. The assignment may be changed among employees from work period to work period, but only one person shall receive the differential within a work period. (A work period is a period of seven consecutive 24 hours, or 168 consecutive hours.)

**14.5 MAIN JAIL DIFFERENTIAL**

A. Except as specified in B, immediately below, a main jail differential for certain employees was abolished effective October 18, 1991 and a \$0.50 an hour increase was included in the base hourly salary step for the following classes effective October 19, 1991:

- Cook
- Head Cook
- Detention LVN
- Detention RN



Detention Nurse  
Supervisor

B. Employees in classes not listed above who were receiving the Main Jail Differential on October 18, 1991 shall receive the \$0.50 per hour differential until such time as they leave their current assignment within the Santa Cruz County Jail. The employee is the incumbent of Clerk II position BA6-012 in HSA.

**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% 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.

**14.7 DETENTION NURSING DIFFERENTIAL**

1. Evening Shift.

Employees assigned in a budgeted position in the classification of Detention Nurse or in the classification of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight consecutive hours or more which include at least four hours of work between the hours of 5:00 p.m. and 11:00 p.m. as a regular work assignment, shall be paid an additional \$2.00 per hour above their regular hourly rate as an evening shift differential.

2. Night Shift (Graveyard).

Employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight consecutive hours or more which include at least four hours of work between the hours of 11:00 p.m. and 7:00 a.m. as a regular work assignment, shall be paid an additional \$4.00 per hour above their regular hourly rate as a night shift differential.

**14.8 CHILD PSYCHIATRIST DIFFERENTIAL**

An eligible employee in a budgeted position in the class of Psychiatrist shall receive a differential of 4.0% when assigned by the department head for and as a child psychiatrist. To be eligible for such differential, a majority of the employee's caseload must be child psychiatry, the employee's primary assignment must be child psychiatry duties, and the employee must be Board eligible or Board certified in child psychiatry.

**14.9 PHARMACIST IN CHARGE DIFFERENTIAL**

An eligible employee in a budgeted position in the class of Pharmacist shall receive a differential of \$1.00 per hour when assigned by the Health Services Administrator to be in charge of a branch pharmacy and to be responsible for compliance with Federal and State laws pertaining to the practice of pharmacy in that location.

**14.10 AGRICULTURAL BIOLOGIST AIDE LEAD DIFFERENTIAL**

One employee in a budgeted position in the class of Agricultural Biologist Aide who is assigned by the department head to provide field supervision to employees assigned to the pest trapping program, including reviewing the quality and quantity of work and ensuring that sufficient supplies are on hand, shall receive an additional \$0.40 an hour for as an Agricultural Biologist Aide Lead Differential. Such differential shall be effective on the first day of the first full pay period of assignment. Such differential shall cease at the end of the last pay period of assignment, unless the employee separates prior to the end of the pay period.

**14.11 DUAL MICROBIOLOGIST AND PUBLIC HEALTH LABORATORY LICENSE**

Eligible employees in a budgeted position who have and maintain a dual Microbiologist and Public Health Laboratory license will receive a differential of 5% above their regular rate.

**ARTICLE 15 OTHER COMPENSATION PROVISIONS**

**15.1 AUTOMOBILE MILEAGE REIMBURSEMENT**

A. The County agrees to reimburse employees for authorized use of their private automobiles at the Internal Revenue Service maximum allowable rate as confirmed by the Auditor-Controller.

B. Changes to the above rate will commence the first day of the month which occurs thirty (30) days after the publication of the change of the IRS allowable rate in the Federal Register.

**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 own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County in the sum not exceeding \$150.00 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

**15.3 REIMBURSEMENT FOR LICENSES OR CERTIFICATES**

A. Employees may be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

1. Licenses and certificates covered must be required by Federal, State or County laws or by class specifications. Fees for California drivers licenses shall not be reimbursed under these provisions; provided, however, that reimbursement shall be provided for class A and B license fees, where such licenses are required by class specification.
2. Maximum reimbursement shall be \$600 per calendar year, commencing January 1, 2000, except as provided in paragraph B, immediately below.

B. Narcotics Certificate. Upon proper application, physicians in budgeted positions in this representation unit who are required in the class specification for their class to have a "controlled substances registration certificate" are eligible for reimbursement for fees paid by the employee for such certificates during a calendar year, up to an additional amount of \$200, to a total maximum reimbursement not to exceed \$800.

1. Reimbursement shall only apply to fees paid by the employee during the calendar year, with such reimbursement to commence January 1, 2000. No reimbursement shall be made for fees of less than \$5. Employees shall not be reimbursed for the same license/certificate under this Article (15.3) and Article 25.

**15.4 MEALS IN LOCKED FACILITIES**

Employees regularly required to remain in a locked facility during their shift shall be entitled to receive one meal served during the shift. The value of such meal, if any, shall not be considered in the computation of any overtime pay. Employees required to work shifts of ten (10) hours or more are entitled to receive a second meal if they are required to eat with individuals they supervise and are not allowed to leave the facility for the convenience of the County.

## **15.5 MEAL ALLOWANCE IN DECLARED EMERGENCY**

The County Administrative Officer may approve, after the fact, meal allowance payments for in- County meals under emergency conditions if the request is submitted within ten working days. Approval of the department head or his/her designee and the County Administrative Officer must accompany the claim. Meal allowance payments shall be in the amount of the maximum rate specified in Section 115 of the County Procedures Manual.

Meal payment for breakfast is allowable:

1. If the required emergency work begins at least two hours before the beginning of the regular work-day.

Meal payment for lunch is allowable:

1. If the required emergency work begins at least two hours before the beginning of the regular work day and ends at least two hours after the ending of the regular work day; or
2. At least 12 hours of required emergency work occurs, and the regular lunch period falls within those hours.

Meal payment for dinner is allowable:

1. If the required emergency work extends at least two hours after the ending of the regular work day; or
2. At least 8 consecutive hours of emergency work is required on any non-workday, two of which fall after the ending of the employee's regular work-day.

## **ARTICLE 16 PAID LEAVE**

### **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. The last Monday in May known as "Memorial Day"
5. July 4 - Independence Day
6. The first Monday in September, known as "Labor Day"
7. The second Monday in October, known as "Columbus Day"
8. November 11, known as "Veterans Day"
9. The Thursday in November appointed as "Thanksgiving Day"
10. The Friday in November - the day after Thanksgiving Day
11. Half day on December 24 - "Christmas Eve"
12. December 25 - "Christmas".

If January 1, 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.

## B. Special Holiday Compensation

1. Employees who are in budgeted positions and who are required to work on Thanksgiving Day and/or December 25 shall receive, in addition to holiday pay, one and one-half of their regular hourly rate for all hours worked on these days.
2. Eligible employees who are required to work on the last Monday in May, July 4, and/or the first Monday in September shall receive, in addition to holiday pay, one and one-half their regular hourly rate for all hours worked on these days. Employee eligible for this provision are those in budgeted positions: regularly assigned to disposal sites in Public Works; in the Parks, Open Spaces and Cultural Services Department; in the classes of Cook or Sheriff's Records Clerk.
3. Employees to which these special holiday compensation provisions apply shall not receive another day off in lieu of holiday pay. 4. An employee who is called back to work on the holidays specified above in A and B shall be compensated in accordance with these provisions, notwithstanding the provisions of Article 13.2.

## C. General Provisions

### 1. Compensation

- a) When a holiday falls on an employee's regular work day, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave.
- b) When a holiday falls on a day other than the employee's regularly scheduled work day, the employee shall be paid at the regular hourly salary rate for his/her normal schedule of hours of work as and for holiday leave; or, the employee may be allowed to take an equal amount of time off work on a work day in the same work period as holiday leave in lieu of the holiday.

2. Non-Standard Work Schedule. Employees whose weekly work schedule is different from a standard work schedule (i.e., eight hours a day, five days a week) shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.
3. Qualifications for Pay. In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.
4. During Paid Leave. A holiday falling within a period of leave with pay shall not constitute a day of paid leave.
5. Not Applicable to Overtime. Holiday leave shall not count as hours worked for purposes of overtime, unless otherwise specifically provided in this Agreement. (See Article 12.)
6. Holiday Compensation - Part-Time Employees. Employees in part-time positions shall receive holiday compensation as follows:
  - a) Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a-week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week).

b) Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.

c) In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

## 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 months; provided, however, that the six months of service shall be determined by multiplying the authorized weekly number of hours for the position by 26. No annual leave shall accrue or be available to the employee prior to the completion of the hours of service equivalent to six 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 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 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. 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, brother or sister of the employee or any person living in the immediate household of the employee.

b) Effective January 1, 2000, employees shall be granted permission to use accrued annual leave to attend to the illness of a child, parent or spouse 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 or spouse. 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 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 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.

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. 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.

#### 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.

### 16.3 OTHER LEAVE WITH PAY

#### A. Required Court Leave

1. During Working Hours. All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law;

a) as jurors; or

b) as witnesses on behalf of the County, unless such service is part of the employee's work assignment; or

c) as witness as required by subpoena based on their occupational expertise as employees of the County, unless such service is part of the employee's work assignment.

2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their County positions during the period of required court attendance, or the period of time taken off as provided in 3 and 4 below.

3. Any employee assigned to swing or graveyard shift, for the hours of required court leave, in accordance with 1, above, shall not be compensated for the period of required court duty but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.

4. Employees required to serve in a court of law in accordance with 1, above, on their day off shall not be compensated for the period of required court leave but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.

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

B. 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.

C. Donation of Blood

All employees may be granted leave with pay from their work for two hours at the time of donating and for the purpose of donating blood.

D. Natural Disaster

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

First Eight Hours - 1 hour for each scheduled hour missed

Second Eight Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Third Eight Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Additional Hours - No compensation, except employee may use paid time off (i.e., annual leave, vacation, any compensatory time balance remaining)



E. Assault Leave

When an employee sustains a physical injury in the course of employment as a result of physical contact with another person which requires medical attention, and providing the injury is reported immediately to the employee's supervisor, he/she shall receive his/her hourly salary rate for regularly scheduled work hours each working day when disabled during the three day waiting period provided by the California Workers' Compensation Act.

F. Bereavement Leave

Employees shall be granted bereavement leave with pay by his/her appointing authority in the case of the death of the following family members:

- the parents of the employee,
- the employee's spouse/domestic partner,
- the parent's of the employee's spouse/ domestic partner,
- the step-parents of the employee and/or employee's spouse/domestic partner,
- the grandparents of the employee,
- and the brother and/or sister of the spouse/domestic partner of the employee.

Also included are the sister and brother of the employee; children, grandchildren, stepchildren and adopted children of the employee and or spouse/domestic partner. Family members listed above pertaining to the employee's domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership. Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California.

**ARTICLE 17 LEAVES OF ABSENCE WITHOUT PAY**

**17.1 GENERAL PROVISIONS**

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment (except as provided in Article 3.7 of this Memorandum of Understanding). The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary.

**17.2 DEPARTMENTAL LEAVE OF ABSENCE WITHOUT PAY UP THROUGH 160 WORKING HOURS**

A departmental leave of absence without pay shall not exceed 160 working hours (prorated for part-time employees).

A. Eligibility

1. Permanent and Non-Civil Service Employees. An employee who has permanent or non-Civil Service status in their present class may be granted leave of absence without pay by the appointing authority for the purpose of improving the educational advancement or training of the employee for their position or career in County service, for cases of extended illness for which sick leave is not available, or in the event of urgent personal affairs that require the full attention of the employee.
2. Probationary or Provisional Employees on Original Appointment. Employees on an original appointment with probationary or provisional status may be granted a departmental leave without pay by the appointing authority in the case of illness or where it is clearly in the best interest of the County and requires the full attention of the employee, or as may be required under Federal or State Family Leave Acts.

**17.3 LEAVES OF ABSENCE WITHOUT PAY WHICH EXCEED 160 WORKING HOURS**

Employees may be granted a leave of absence without pay in excess of 160 hours in accordance with paragraphs A (1) and (2) of subsection 17.2 of this section subject to prior approval of the Personnel Director (prorated for part-time employees). The maximum period of leave of absence without pay is one (1) year, pursuant to Civil Service Rule XI B.

**17.4 RIGHT OF RETURN**

**A. Permanent Employees**

The granting of leave of absence without pay to an employee who has permanent status in their present class guarantees the right of their return to a position in the same class in his/her department at its expiration, or at an earlier date after mutual consideration of the employee's request and the administrative requirements.

**B. Probationary and Provisional Employees on Original Appointment and Non-Civil Service Employees**

The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status or in a position with non-Civil Service status does not guarantee the right of return, except as may be required under Federal and State Family Leave Acts.

**17.5 FAILURE TO RETURN**

Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

**17.6 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS**

Leave of absence without pay shall be deducted from hours of service for purposes of step advancement, probationary period, and County service, except as may be required by Workers' Compensation provisions. (Those hours of a leave which exceed 152 working hours shall be deducted for purposes of determining seniority credit.)

**17.7 PARENTAL LEAVE - MEDICAL (DISABILITY) LEAVE**

It is the policy of the County of Santa Cruz that female employees be provided:

A. Six weeks of medical leave on account of normal pregnancy, childbirth or related condition. Should the period of disability leave on account of normal pregnancy begin prior to the date of delivery, employees are to be provided a maximum of six weeks of disability leave from the date of delivery, provided that there is a physician's certification of the employee's medical disability for that period.

B. Up to four months of disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of the employee's medical disability for that period. Additional disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of disability for the period of leave, may be granted at the discretion of the appointing authority.

Disability leave requires a physician's statement (PER1081A form) that the employee is unable to perform the essential duties of her position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The employee's department reserves the right to request a physician's certification of disability at any point during the leave, which is subject to review by a County physician. In cases of pregnancy and related medical conditions, the statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis. It is the responsibility of the employee to request leaves in advance in

accordance with the Personnel Regulations of the County of Santa Cruz. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

**17.8 PARENTAL LEAVE - PERSONAL LEAVE** (For employees who are NOT eligible for leave under Federal and State Family Leave Acts.)

Personal leave (including accrued paid leave such as vacation, annual leave, and leave of absence without pay) associated with maternity 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 or adoption is two months.

A. For pregnancy/childbirth, this two month period would include any requested time off which does not meet the medical 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 the father of a new born child or for the parent(s) of a newly adopted child, this two month period includes any time taken off from the date of birth or adoption. Additional personal leave related to maternity 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 reasons.

**17.9 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY**

To assure continuation of insurance benefits, employees must notify the Risk Management Division of the County Personnel Department when granted a leave of absence without pay in excess of one pay period. (See Article 10.7).

**17.10 LIMITATIONS ON USE**

A. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.

B. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.

C. Specific beginning and ending dates must be identified for any leave without pay.

D. Paid leave shall not be used, received or earned for any period of leave of absence without pay, except as provided for in the County Time Bank Policy.

**ARTICLE 18 EMPLOYEE PARKING/BUS PASSES**

The County currently has a program that provides free bus passes for employees in the County Government Center area; these passes are paid for from permit fees for parking in this area. Should the County begin charging for employee parking in work locations other than the County Government Center area, the County shall make free bus passes available to employees in such work locations. The County agrees to meet and confer on increases in rates for County provided parking spaces for employees in this unit. The County agrees to meet and confer on the impact of policy changes adopted by the Board of Supervisors regarding employee parking.

**ARTICLE 19 EMPLOYEE RIGHTS**

**19.1 ADVERSE ACTION**

No adverse action of any kind shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the

department as a basis for substantiating the action shall be provided to the employee. "Adverse action" is defined as a dismissal, demotion, suspension, placement at a lower salary step in the salary range of the employee, written reprimand, or transfer for purposes of punishment. An employee may file a written response to any written reprimand entered in his/her personnel file. Such written response shall be attached to, and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the appointing authority regarding the reprimand, together with a representative of his/her choice. Nothing in this section shall be construed to modify County Code or Civil Service Rule provisions regarding disciplinary actions (i.e., dismissal, suspension and demotion).

## **19.2 ALTERNATE DISCIPLINARY APPEAL**

The County and Union agree that in some disciplinary cases it would be appropriate and beneficial to use the services of an arbitrator.

A. Employees, with Union approval, may utilize an arbitrator for disciplinary actions (suspensions, demotions, dismissals) provided they waive their right to an appeal before the Civil Service Commission. This alternative shall apply only to disciplinary actions that can be appealed to the Civil Service Commission.

B. The arbitration for disciplinary actions will use a panel of two standing local arbitrators (e.g., a local administrative law judge, attorney, or otherwise qualified individual) mutually selected by the County and Union. The arbitrator for each disciplinary hearing will be selected by random method from the panel of two standing arbitrators.

C. The arbitration shall be subject to all the provisions of Title 9 of Part 3 of the California Code of Civil Procedure, commencing with Section 1280 except for the following special provisions of this agreement:

1. Appeals must be heard within 30 days from the date of appeal.
2. The arbitrator must issue findings and decisions within 30 days of the date of the hearing.
3. Back pay awards are limited to a maximum of 60 days.
4. The arbitrator shall be bound by all County ordinances and resolutions and the Memorandum of Understanding.
5. The costs for the arbitrator shall be equally shared by the Union and County.
6. Each party shall bear their own costs of representation.
7. Proceedings shall be taped; the party requesting a transcription shall bear the cost of transcription.

## **19.3 PERSONNEL FILES**

The personnel file of each employee shall be maintained in the Personnel Department. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy. Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file. An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

All personnel files, including the file maintained in the Personnel Department and the operating department, shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, the Personnel Department in the performance of duty, and the supervisor/administrator with the specific responsibility to know its contents. Employees may designate a representative, who upon authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee. Any person reviewing an employee's file in the County

Personnel Department or in the operating department (except for routine clerical transactions) shall be noted and dated in the employee's file at the time of the review.

#### **19.4 ACCESS TO PERSONNEL REGULATIONS**

Employees shall be allowed reasonable access to the County personnel regulations manual in the employee's department.

#### **19.5 EVALUATION**

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within 30 calendar days of the due date unless extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date. No extension will be granted beyond 90 days. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

An employee may designate a representative for the purpose of assisting or advocating the right of the employee pursuant to an appeal of an evaluation. Only one (1) original and two (2) copies of an employee evaluation shall be made. The employee shall receive one copy, the department shall retain one copy, and the original shall be forwarded to the County Personnel Department for inclusion in the employee's personnel file. However, the employee's supervisor may also retain a copy of the most recent evaluation provided such evaluation is maintained in confidence. Employee appeal rights and appeal process shall be printed on the evaluation form.

#### **19.6 DEFENSE AND INDEMNIFICATION**

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with and subject to, the provisions of California Government Code Sections 825 et seq., 995 et seq., and 996 et seq.

### **ARTICLE 20 HEALTH AND SAFETY**

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

A. Employees shall report health or safety hazards to their immediate supervisor.

B. If the immediate supervisor is unable to abate the hazard, the matter shall be referred to the Department Head who will meet with the employee and immediate supervisor regarding the matter.

C. If the matter cannot be resolved by the Department Head, it shall be referred to the County Safety Officer for resolution. The County Safety Officer shall investigate and act within the limits of his/her authority on identified potential hazards in a timely manner. The County Safety Officer shall forward his/her findings to the County Administrative Officer for action as he/she deems appropriate.

Additionally, the Union shall appoint four representatives to meet with the County Safety Officer each month regarding the County Safety Program. Committee meetings shall be monthly at mutually agreed times and places unless there is an agreement not to meet. Activities may include, but are not limited to, accompanying the Safety Officer on safety inspections, reviewing reports on hazards and injuries, reviewing health and safety

practices, developing advisory programs and services on safe work practices, recommending health and safety training programs, and making recommendations on the above matters to departments and/or the County Administrative Officer.

Upon request, the County shall provide CAL OSHA Log 200 to the Union and other information that is reasonably available and non-confidential on work-related injuries and illnesses. In the event of emergency conditions posing immediate danger to the health and safety of county employees; the County Safety Officer will arrange for immediate release time for the chair of the Health and Safety Committee or other designated committee member to meet jointly with the County Safety Officer at the specific work site.

There shall be a Union/Management Task Force, effective January 1, 1992, to address the areas of ergonomic concern related to employee use of computer work stations. The Task Force shall be comprised of 3 management representatives, with SEIU Local 415 providing 3 representatives to serve on the Task Force. The County further agrees, pending issuance of CAL/OSHA standards in relationship to video display terminal (VDT) use, to accommodate a female employee who provides a doctor's certification of pregnancy, and further provides a doctor's certification that the employee's use of a VDT would be disabling in relationship to this pregnancy. Accommodation may include relief of VDT assigned responsibilities or a disability leave without pay.

## **ARTICLE 21 CLASSIFICATION ACTIONS AND SALARY PROTECTION**

### **21.1 CLASSIFICATION ACTION**

A. The County shall notify the official Union representative regarding appropriate classifications whenever the County intends to classify, reclassify create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four hours of release time per month shall be granted for two bargaining unit employees for work on classification actions.

B. On a first come, first served basis, up to 25 unit employees may submit requests for a classification review of their positions during the months of January to March of each year. The employee's request shall be accompanied by a position description form (PDF) and a listing of the duties which the employee believes are beyond the scope of his/her class specification. The appointing authority shall review and respond in writing to the employee's request within thirty calendar days. If the appointing authority believes that a review is appropriate, the request will be forwarded to the Personnel Department and, after consultation with the Personnel Department will inform the employee in writing within two weeks when a study is scheduled. If the appointing authority does not believe a review is appropriate, he/she will provide reasons in writing. The employee's request for a classification study does not require the approval of the employee's supervisor.

### **21.2 UNIT ASSIGNMENT**

The County agrees to consult with the Union on the assignment of new classes to bargaining units subject to timely notification to the Union of intent of unit assignment by the County, and timely response to that notice by the Union. It is agreed that this provision supersedes sub-section 181.7C of the Employer-Employee Relations Policy section on Establishment of Representation Units.

### **21.3 SALARY PROTECTION**

#### **A. Overfill Status**

When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent shall retain the salary of their former class by being placed in an overfill status for a period not to exceed five years from the effective date of reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class

seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status. Overfill provisions of the County shall be terminated at such time as the equivalent step within the salary range for the new class rises to meet or exceed the equivalent step in the salary range of the former class. In such event, the reclassified employee's salary shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the salary range for the new class and no further application of the overfill or Y-rate protection provisions shall apply.

During the overfill period the employee's name shall be certified to vacant positions in the former class:

1. In the same department in order of seniority and
2. In other departments.

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

1. Refusal of one offer of employment in the former class in the same department; or
2. Refusal of three offers of employment in the former class in other departments; or
3. At the termination of a five year overfill period, whichever of the foregoing occurs first.

Upon such demotion the employee shall be placed at the step of the lower salary range which has the rate which is closest to but not less than his/her salary in the overfill class or in the event that the employee's salary in the overfill class is above the maximum salary rate for the lower class the employee shall be Y-rated.

#### B. Y-Rate

An employee who is placed on Y-rate shall retain their current salary rate in the former class for a period of two years or until any step within the salary range or the new class rises to meet or exceed the frozen salary rate, whichever occurs first. The frozen salary rate shall be designated as a Y-rate. All other benefits and rights of employee representation, which are associated with the new class to which reclassified, shall apply to the incumbent employee while in the Y-rate status. Where the salary rate for any step within the range for the new class rises to meet or exceed the Y-rate salary, the employee's salary shall be adjusted to that step within the range which is closest to but not less than the Y-rate salary. If, at the expiration of the two year Y- rate period the employee's salary rate is higher than the maximum established for the lower class, the employee's salary rate shall be adjusted to the maximum for the lower class.

## **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 adversely affects an employee's wages, hours or conditions of employment.

2. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which 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.
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.
7. Complaints regarding occupational health and safety or the applicable procedures for such complaints.
8. Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

### **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 one 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 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

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.

### 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, they 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 seven (7) calendar days to a hearing officer. The written appeal shall be filed with the Personnel Director.

### 4. HEARING OFFICER

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

- a. Procedures for choosing a hearing officer shall begin within thirty (30) calendar days of receipt of the appeal at step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.
- 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 hearing officer in lieu of a hearing.
- c. 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. Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
- e. The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, ordinance or minute order of the Board of Supervisors, State law, or written rule.
- f. The decision of the hearing officer shall be final and binding upon the parties.

## **ARTICLE 23 LAYOFF PROVISIONS**

### **23.1 DEFINITIONS**

A. Layoff: The involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Board of Supervisors to be in the best interest of County government for County employees.

B. Permanent: The term "permanent" (including "permanent status") encompass the purpose below for this Article (23) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County.

C. Probationary: The term "probationary" (including "probationary status") encompass the purpose below for this Article (23) only. For positions in the Classified Service, this term has the meaning defined under the Limited Merit System of the County

**23.2 PURPOSE OF LAYOFF PROVISION**

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

**23.3 DECISION PROCESS**

The Board of Supervisors shall determine the department in which the reduction is to be made and the number and classes of positions to be eliminated for the County.

**23.4 SCOPE OF APPLICATION**

Layoff provisions shall apply only to the department in which a workforce reduction is to occur and to the classes designated for layoff, or affected by displacement, within that department.

Effective November 1, 1983, the County Personnel Department shall provide affected employees with two (2) weeks written notice of layoff and/or displacement. Layoff provisions shall not apply to a temporary layoff declared under the authority of the Board of Supervisors of less than four (4) cumulative weeks per fiscal year for the County.

**23.5 ORDER OF LAYOFF**

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

- A. Extra-help employees performing work within the affected class(es) shall be laid off first;
- B. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;
- E . Permanent employees shall be laid off last in reverse order of seniority as defined below in 23.7.

**23.6 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF**

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. (An employee cannot displace to a higher class.) If an employee who is to be laid off had permanent status in an equal or lower class in the department in which layoff occurs, such employee shall be offered a vacant positions in the equal or lower class in the department or he/she may displace an employee of that department having less seniority as defined in 23.7.

Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she has rights. Should an employee have the right to displace to two or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

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

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to County employees in the Classified Service that have attained permanent status as defined in 23.1, above.

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

A. Authorized hours of service are the number of hours formally established for a position by the Board of Supervisors or County Administrative Officer action. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.

B. Continuous County service is service uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be deducted from the authorized hours of service total for purposes of determining seniority credit.

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

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

Permanent service in two classes at the same level shall be combined and accrue to the most recent class for seniority credit. Seniority in the current class shall be added to seniority in the next lower class in which permanent status has been obtained for purposes of displacement. Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step salary for the classes.

If an employee has achieved permanent status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower level class, if any, in which the employee has achieved permanent status based on the salary relationship in existence at the time the class was abolished. Probationary and provisional service in a class will not be credited for seniority in the class unless permanent status is achieved in the class without a break in service. If permanent status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved permanent status in continuous service.

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

## **23.8 OPPORTUNITY FOR EMPLOYEE REVIEW**

To the extent possible under Civil Service Rules, employees should not lose their seniority credit under this article because classes have been revised, established, abolished or retitled. All employees shall be provided an opportunity, through their employing department, to review the record of service for which they have been given seniority credit.

Such records of service shall be made available to the employee no later than April 15 of each year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or retitled classes may be appealed to the Personnel Director. The findings of the Personnel Director shall be final and not subject to further review.

### **23.9 RETENTION OF REEMPLOYMENT LIST STATUS**

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

#### **A. Departmental Reemployment 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 14.4. If there is no departmental reemployment list, the order of certification shall be: (1) County-wide Overfill List; (2) County-wide Reemployment List; and (3) other employment lists as specified in Civil Service Rule VI B 2.

#### **B. County-wide Reemployment Lists.**

If an opening occurs in a class in departments other than the one in which the layoff took place, the Personnel Director shall certify the County-wide Overfill Lists for that class to the other department(s). If there is no County-wide Overfill List for the class, the next list to be certified shall be the County-wide Reemployment List. Names on such a County-wide Reemployment List shall be certified together as a block in no particular order. A department may request selective certification of bilingually qualified employees from a County-wide Overfill List for a vacant position that is designated as bilingual pursuant to Article 14.4. If there is no County-wide Overfill List, the order of certification shall be:

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

#### **C. Retention of Reemployment List Status.**

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

1. He/she refuses one offer of an interview or one offer of reemployment in the class from which he/she was laid off or displaced; OR
2. 24 months have elapsed from the date of layoff or displacement. A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

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

### **23.10 PREFERENTIAL CONSIDERATION**

The Personnel Department will, within the latitude of the Civil Service Rules, attempt to assist probationary and permanent employees subject to layoff as a result of the application of these provisions. To avail

themselves of this assistance, such employee shall submit complete, up-to-date employment applications upon request of the Personnel Department. Assistance to be provided to such employees by the Personnel Department will entail:

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

B. Referral of reemployment lists as alternate lists to vacancies in other classes for which there are no employment lists, in accordance with Civil Service Rules.

C. Referral of "re-entry" lists as alternative lists to vacancies in other classes for which there are no employment lists in accordance with Civil Service Rules.

D. Job search training for groups of affected employees, within staffing and on-going workload limitations.

E. Counseling with respect to placement in other County jobs, within staffing and on-going workload limitations. Employees whose names remain on a reemployment list may compete in promotional examinations pursuant to Civil Service Rule VIII.

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

Notwithstanding any other provisions of this Article (Article 23), an employee appointed to positions designated as limited term by the Board of Supervisors shall be laid off at the expiration of that limited-term position without regard to other provisions of the Article.

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

In the event of the abolishment of the Alternative Merit System and inclusion of positions in that system in the classified service, employees who held budgeted positions excluded from the classified service while in the Alternative Merit Employment System shall have their service in such positions count as if it were service in the classified service for purposes of layoff only.

Departmental Reemployment Lists established in the event of and prior to the abolishment of the Alternative Merit Employment System shall be maintained separately for a department.

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

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

A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series.

B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.

C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.

D. The employee submits a written request to his/her appointing authority which specified the class in which he/she wishes to have permanent status for purposes of layoff applied, and the appointing authority concurs with C, above. The appointing authority's concurrence relates to the facts of the situation.

E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two classes was continuous and uninterrupted, and that the two classes are in the same class series.

## **23.14 IMPLEMENTATION**

The change in the provision of Article 23.7 B from the previous Memorandum with respect to leaves of absence which exceed 152 consecutive hours shall be made effective December 3, 1983. The provision (last paragraph) in Article 23.7 with respect to seniority credits in the lower class being applied to a higher class shall be made effective December 3, 1983.

## **ARTICLE 24 JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO**

The County acknowledges that there may be benefits both to the employer and employee in the application of job sharing, voluntary time off (VTO), and part-time employment or flexible work hours for employees. The County agrees to consider the feasibility of additional implementation of job sharing, part-time work or flexible hours in individual departments as specified below:

A. The Union and the County agree to consult on job sharing, part-time, and flex-time requests by employees during the period November through February of each contract year.

B. The Union shall make prompt request to consult and specify matter(s) to be discussed and provide reasons for the request. The department shall respond promptly, meet at the earliest mutually agreeable date, make reasonable efforts to attempt to reach agreement and provide reasons for their decision if denied.

C. Should agreement not be reached, the Personnel Department will work with both parties to resolve the matter. If after 30 days the matter cannot be resolved it shall be dropped for a twelve-month period.

D. The parties may mutually agree to accelerate or extend the time limits of this Article.

E. The County agrees that denials of requests shall not be arbitrary or capricious.

## **ARTICLE 25 TRAINING AND PROMOTIONAL OPPORTUNITIES**

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 quarterly, or more frequently by mutual agreement. The scope of the task force shall be:

1. Developing training courses to assist employees in improving work skills;

2. Reviewing in house training programs for promotional opportunities;

3. Establishing programs that will assist individual employees with clarifying career paths within the County service;

4. Establishing programs that will both identify and assist employees in overcoming barriers to careers advancement; and

5. Discuss and make recommendations to the Personnel Department regarding ways to improve upward mobility and promotional opportunities for current County employees.

B. For the term of this agreement, the County will provide \$16,000 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. Maximum reimbursement for employees in the class of Building Permit Technician I, Building Permit Technician II, Senior Building Permit Technician, and Building Counter Supervisor for ICBO certificates, and for employees in the classes of Accountant I, Accountant II, Accountant III, Accounting Analyst, and Auditor I, Auditor II, Auditor III, and Auditor IV for Certified Public Accountant certificates shall be \$200 per calendar year, beginning January 1, 2000. 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. Employees shall not be reimbursed under both this provision and the provisions of Article 15.3.

## **ARTICLE 26 HRA WORKLOAD COMMITTEE**

A. It is the intent of the management of the Human Resources Agency (HRA) 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, eligibility workers, social workers, and deputy public guardians fairly.

B. In an effort to fairly distribute workload, the HRA management will act to assign staff and/or distribute cases within functional program areas and North and South County offices within such areas, with consideration of such factors as the case complexity and training status.

C. When an employee believes that the workload assigned by his/her immediate supervisor is unfair, the employee may refer his/her complaint to the Workload Committee. Prior to filing a complaint with the Workload Committee, the employee will discuss the complaint with his/her immediate supervisor; and, if the matter is not resolved satisfactorily, the employee shall then direct a letter to the program manager, with copies to the Chair of the Committee, the Union and the Agency Administrator fully describing the complaint. Such letter shall be filed within ten (10) days from knowledge of the occurrence of the matter on which a complaint is made.

D. A committee composed of representatives from HRA management and employees selected by the Union from the clerical staff, and from the eligibility worker, social worker and public guardian class series shall be established with the effective date of this Agreement. The Workload Review Committee shall consist of seven (7) members, three (3) representing management, three (3) employees selected by the Union, and one (1) Union official. Meetings will be held at the either party's request. The purpose of this Committee shall be to review complaints made pursuant to this article and to discuss and make recommendations concerning:

1. Workload distribution within program areas which may also involve distribution between North and South County;

2. Forecasting future needs;

3. The length of time cases remain in the units;

4. Protected time;

5. Improving efficiency within the programs; and

6. Reviewing Child Protective Services caseloads.

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



E. In assessing the quality of an employee's work, the Agency will take into consideration the effect of periods of extensive vacancies and case complexity.

F. Complaints made pursuant to this Article are not grievable; however, all other provisions are subject to the grievance procedure.

#### **ARTICLE 27 HSA JOINT UNION-MANAGEMENT COMMITTEE**

The parties agree that there will be two committees comprised of representatives from HSA management and the Union. One committee will consist of management representatives and union stewards or alternates from the Mental Health Division; the other committee will consist of management representatives and union stewards or alternates for the remainder of HSA.

Each committee will meet quarterly, or more frequently by mutual agreement. The purpose of these committees shall be communication and information sharing; problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committees 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 Administrator for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

#### **ARTICLE 28 SEPARABILITY OF PROVISION**

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

#### **ARTICLE 29 RE-OPENERS**

The parties agree to reopen Article 10.1, Health (Medical) Plan, and/or Article 10.2, Dental Care, should federal or state legislation be enacted for a national or state-wide health (medical) and/or dental plan.

#### **ARTICLE 30 UNPAID DAYS OFF**

The County agrees that there will be no temporary layoffs during the term of this Agreement (for example, such as those that occurred in 1993).

#### **ARTICLE 31 WORK SCHEDULE/LOCATION ASSIGNMENT**

A. Work Schedules/Schedule Changes. Except as provided below, the standard work schedule shall be eight hours per day, five days per week, with two 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 working days advance written notice to the Union and will meet and confer upon Union request.

B. Transfer.

The County shall provide five 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. 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.

D. 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.

E. After Hours MediCal Phone Services.

Employees in budgeted positions in the classes of Physicians Assistant/Nurse Practitioner or Clinic Physician-HSA who are assigned to receive and answer calls from MediCal clients after working hours shall receive payment of \$60.00 for each completed day of assignment (from 5 p.m. on a weekday to 8 a.m. the following day); and \$96.00 for each completed weekend day and day 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. To receive such pay, the employee may be assigned in writing to such duty by the Health Services Administrator, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls to clients within a period of time specified by the Health Services Administrator. The \$60/\$96 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 15 minutes time worked may be recorded. If the actual time worked for an incident exceeds 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 employee may be assigned such duty on any one day without the advanced written approval of the County Administrative Officer.

F. Studies/Actions.

1. The County of Santa Cruz and the Union will form a Tele-commuting Committee with a maximum of three (3) representatives from the Union (includes paid, non-paid, stewards) and three (3) representatives from the County, to draft a County-wide Tele-commuting Policy no later than June 1, 2003 to submit to the County's DP Policy Committee.

**GENERAL REPRESENTATION  
EXTRA HELP**

**ARTICLE 32 EXTRA HELP (TEMPORARY) EMPLOYEE PROVISIONS**

ARTICLE 32-43 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between Service Employees International Union (Union) and the County of Santa Cruz (County) represents the interim agreement between the parties to integrate extra help employees into the General Representation Unit. The term of this agreement is from September 14, 2002 through September 13, 2005.

Except as specifically modified herein, terms and conditions of employment for extra help employees shall remain unchanged, including those terms and conditions of employment set forth in the extra help employment document provided to extra help employees upon hire. The Union and County mutually acknowledge that extra help employees have at-will employment status.

The following sections of the MOU between the County and Union for the General Representation Unit apply to extra help employees. This MOU shall be in effect, except as provided for in Article 7 regarding wages for Park Services Officer, PRCW II-IV, Head Lifeguard, and Lifeguard which will remain in effect until June 2005, from the date of its ratification by the Union and approval by the Board of Supervisors on its agenda, in conformance with the Brown Act, through September 13, 2005.

**32.1** Provisions of the MOU regular employees 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 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 12.3A-Computation

**Article 14-Differentials**

Article 14.1-Application  
Article 14.3-Bilingual Pay Differential  
Article 14.8-Child Psychiatrist Differential  
Article 14.9-Pharmacists In Charge Differential  
Article 14.10-Agricultural Biologist Aide Lead Differential

**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 16.3A-Required Court Leave  
Article 16.3C-Donation of Blood  
Article 16.3D-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 28-Separability of Provision**

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

**32.2 DEFINITIONS**

A. Extra help employees: A qualified person employed in a non-budgeted position excluded from Civil Service status for a maximum of 999 hours in a fiscal year including persons employed for:

1. Short Term Projects;
2. Seasonal basis to meet recurring work peaks;
3. As needed basis to meet peak loads, emergency, or other unusual work situations.

B. A regular, budgeted position that is temporarily vacant due to extended leave shall be filled, whenever practical, by the appropriate employment list.

**Article 33 NOTIFICATIONS**

A. 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.

For extra help employees, it is mutually understood that notice will not be provided when employees are not called to work, or work is terminated based on the operational needs of the County. Notice will only be provided when the County explicitly indicates in writing that an extra help employee is being terminated, suspended or reduced in rank for disciplinary reasons.

B. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption.

The County and Union acknowledge that this section refers to legally required notice being provided under the Meyers-Milias-Brown Act for substantive changes primarily relating to matters within the scope of representation and does not apply to schedule and/or work location changes for represented employees.

**Article 34 WAGES: STUDENT WORKER SERIES AND TRAINEE CLASSES**

Effective the pay period beginning June 22, 2002 the following classes would receive a 6% COLA and market adjustment. The new ranges would be as shown below:

JOB CLASS	STEP 1	STEP 2	STEP 3	STEP 4
Student Worker IV	9.13	9.69	10.35	11.26
Student Worker III	8.80	9.41	10.00	10.88
Student Worker II	7.84	8.35	8.80	9.55
Student Worker I	7.16	7.16	7.16	7.73
Aquatics Aide	7.16	7.16	7.16	7.16
PRCW I	7.16	7.16	7.16	7.16

The above classes shall receive the following salary adjustments:

1. 4% on September 14, 2002
2. 3.75% on the pay period beginning the closest to September 13, 2003
3. 3% on the pay period beginning the closest to September 11, 2004

**YEAR 1:**

Effective June 22, 2002 the salary and ranges would change from the current step ranges to the step ranges shown below.

In the first year, incumbents would move from their old step to the new corresponding step (i.e., old step 1 to new step 1 and so on)

<b>JOB CLASS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
Parks Services Officer	10.67	11.09	11.54	12.00
PRCW IV	9.66	9.85	10.05	10.25
PRCW III	8.48	8.65	8.82	9.00
PRCW II	7.54	7.69	7.84	8.00
Head Lifeguard	11.07	11.29	11.52	11.75
Lifeguard	8.48	8.65	8.82	9.00

**YEAR 2:**

Effective the pay period beginning the closest to June 21, 2003 the step ranges would change to the following ranges with the incumbents receiving a salary increase based on the increase given to the existing step.

<b>JOB CLASS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
Parks Services Officer	10.89	11.33	11.78	12.25
PRCW IV	10.37	10.57	10.78	11.00
PRCW III	9.42	9.61	9.80	10.00
PRCW II	8.95	9.13	9.31	9.50
Head Lifeguard	11.54	11.77	12.01	12.25
Lifeguard	9.89	10.09	10.29	10.50

**YEAR 3:**

Effective the pay period beginning the closest to June 19, 2004, the step ranges would change to the following ranges with the incumbents receiving a salary increase based on the increase given to the existing step.

<b>JOB CLASS</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
Parks Services Officer	11.11	11.56	12.02	12.50
PRCW IV	11.78	12.01	12.25	12.50
PRCW III	11.54	11.77	12.01	12.25
PRCW II	11.31	11.53	11.76	12.00
Head Lifeguard	11.78	12.01	12.25	12.50
Lifeguard	11.31	11.53	11.76	12.00

This would represent any and all wage increases for the above classes for the three year period beginning on June 22, 2002 and concluding with the pay period ending the closest to June 18, 2005.

**ARTICLE 35 INSURANCE**

Extra help employees who work more than 220 hours in the following quarters will be reimbursed 50% of the premium of their single coverage (employee only) medical plan, not to exceed \$100.00 per quarter.

<b>QUARTER</b>	<b>PAYABLE</b>
January/February/March	April
April/May/June	July
July/August/September	October
October/November/December	January

To be eligible for reimbursement, within ten (10) days after the end of each quarter, employees must provide: (a) a receipt as proof of coverage and (b) required County forms. Reimbursement will only be made for primary medical coverage paid for directly by the employee.

Extra help employees who are retired from a PERS Agency are exempt from this section.

**35.1 DEFERRED COMPENSATION**

The County will submit a request to the current County of Santa Cruz, State of California Deferred Compensation Plan to include extra help employees.

**ARTICLE 36 HOLIDAY PREMIUM PAY**

County agrees to time and a half on holidays if the employee works 40 hours in the same pay period.

**ARTICLE 37 DIFFERENTIALS**

The payment of differentials is assignment based.

**37.1 SHIFT DIFFERENTIALS**

Extra help employees who work eight consecutive hours or more which includes at least four hours of work between the hours of 6:00 pm and 8:00 am as a regular work assignment may be paid at the rate of 5 percent above their hourly salary rate as a night shift differential.

Extra help employees do not receive differentials on overtime hours or on paid leave (Section 164.B.5)

**37.2 DETENTION NURSING DIFFERENTIAL**

**A. Evening Shift**

Extra help employees assigned in a budgeted position in the classification of Detention Nurse or in the classification of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight consecutive hours or more which include at least four hours of work between the hours of 5:00 pm and 11:00 pm as a regular work assignment, shall be paid an additional \$2.00 per hour above their regular hourly rate as an evening shift differential.

**B. Night Shift (graveyard)**

Extra help employees assigned in a budgeted position in the classification of Detention Nurse or in the classifications of Clinic Nurse, LVN, RN, or Public Health Nurse assigned to work in the detention facility and who work eight consecutive hours or more which include at least four hours of work between the hours of 11:00 pm and 7:00 am as regular work assignment, shall be paid an additional \$4.00 per hour above their regular hourly rate as a night shift differential.

**37.3 LIFEGUARD**

An eligible member of the aquatics staff shall receive a differential of \$1.25 per hour when assigned to instruct swim lessons.

**ARTICLE 38 PAID LEAVE**

**38.1 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).

**ARTICLE 39 RETURN RIGHTS**

**39.1 RIGHT TO RETURN**

Seasonal extra help employees are those qualified persons routinely employed to fill a distinct work season(s) each year.

A. A work season would typically be defined as 450 hours worked in a continuous six-month period.

1. Extra help employees listed in 45.1B below of this agreement, shall have a right to return upon successful completion of a work season under the conditions listed below:

- a. Work and funding exists in the classification of the incumbent.
- b. The incumbent responds to the notice to return within the five (5) working days.
- c. Should there be a reduction in work from one season to the next, notices to return will be made based on seniority. Seniority for this purpose is defined as the cumulative number of hours in a paid status for the job class being noticed.
- d. There is no guarantee of work, or schedule within a season, or from one season to the next.

2. Extra help employees eligible for return rights are those employees who have worked 450 hours in a continuous six-month period and who are employed in one of the following classifications:

- a. Head Lifeguard
- b. Lifeguard
- c. Parking Attendant
- d. Parking Enforcement Officer
- e. Parks Maintenance Worker I-III
- f. Park & Recreational Worker I-IV
- g. Park Service Officer
- h. Recreation Coordinator
- i. Recreation Program Specialist
- j. Recreation Supervisor

## **ARTICLE 40 EMPLOYEE RIGHTS**

### **40.1 ADVERSE ACTION**

If the County explicitly and in writing indicates that it is dismissing, demoting, suspending or reducing in salary an extra help employee for the purpose of discipline, it will provide a copy of any material and/or documentation used by the County as a basis for its action to the affected employee.

## **ARTICLE 41 EXTRA HELP GRIEVANCE PROCEDURE**

### **A. Definition**

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

- a. A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.
- b. A management interpretation or application of the County Procedures Manual Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the General Representation Unit and which adversely affects the employee's wages, hours or conditions of employment.

2. Specifically excluded from the grievance procedures are:

- a. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, minute order of this Memorandum of Understanding.
- b. Dismissals, suspension, or reduction in rank or classification.
- c. Content of performance evaluations.



- d. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
- e. Complaints regarding occupational health and safety or the applicable procedures for such complaints.
- f. Complaints regarding Worker's Compensation or the applicable procedures for such complaints.

### 3. Limitations

- a. A grievant may be represented by an individual of his or her choosing in preparing and presenting a grievance.
- b. No reprisal shall result against any employee, group of employees, or the Union, who presents a bona fide grievance under this procedure.
- c. Time limits may be extended by mutual written agreement of the parties. Absent such agreement, grievances may be advanced to the next step if time limits are not met.
- d. Only upon mutual written agreement between the parties may Step 1 of the grievance procedures be waived.
- e. Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step, or advanced to a higher step of the grievance procedure. If a grievance is moved either forward or backward to another step, the time limits at that step shall be controlling and shall begin on the date the parties agree to the move.

## B. Procedures

### Step 1

The grievant will first attempt to resolve the grievance through informal discussions with his/her immediate supervisor or other appropriate departmental personnel. These discussions must be initiated within ten (10) working days of the incident upon which the grievance is based. Meetings shall be scheduled in advance and the nature of the grievance stated when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

### Step 2

If the grievance is not resolved through the informal discussions, the grievant or his/her representative may within ten (10) working days after the informal meeting, submit a written grievance to his/her department head. The written grievance must contain in clear, factual and concise language.

- 1. Name of the grievant.
- 2. A brief statement as to the date, time and place of the occurrence on which the grievance is based and the facts as the grievant sees them.
- 3. The specific provision of the M.O.U. which the grievant alleges has been misinterpreted, misapplied, or violated.
- 4. Steps taken toward informal resolution.
- 5. The action the grievant believes will resolve the grievance.
- 6. The name of the any representative chosen by the grievant.
- 7. A copy of the written grievance, signed by the grievant, shall be presented at the time of the department head conference.

The Department Head shall hold a conference with the grievant within ten (10) workdays following receipt of the formal grievance. He/she shall prepare a written response within five (5) working days after the conference. Copies shall go to the parties involved including the employee's representative and the Personnel Department.

### Step 3

If the grievance is not resolved, the grievant may within five (5) workdays following receipt of the Department Head's response, appeal to the Personnel Director or his/her representative, stating in writing the

basis for the appeal. The grievance may also be appealed if the Department Head fails to respond within fifteen (15) workdays after submission of the formal grievance. The Personnel Director or his/her representative shall set a meeting within ten (10) workdays of receiving the appeal. The grievant shall set a meeting within ten (10) workdays of receiving the appeal. The grievant and/or his/her representative shall state their position on the grievance to the Personnel Director and present any other materials that they deem relevant to the grievance. The Personnel Director or his/her representative shall render a written decision to all parties directly involved within fifteen (15) workdays following the meeting. The decision of the Personnel Director on the grievance shall be final.

**ARTICLE 42 HRA WORKLOAD COMMITTEE**

It is understood by the parties that the provisions of Article 26 of the General Representation Unit MOU may apply to extra help employees if there is no net increase in the number of Union representatives serving on the committee.

**ARTICLE 43 HSA JOINT UNION-MANAGEMENT COMMITTEE**

It is understood by the parties that the provisions of Article 27 of the General Representation Unit MOU may apply to extra help employees if there is no net increase in the number of Union representatives serving on the committee.



FOR THE UNION

Cliff Leo Tillman, Jr. 09/26/02  
Cliff Leo Tillman, Jr. Date  
Chief Negotiator

Nancy Elliott 9/26/02  
Nancy Elliott Date  
Chapter President

Ray Pike 9/26/02  
Ray Pike Date  
Public Works

Dennis McDowell 11/4/02  
Dennis McDowell Date  
Probation

Mari Fernandez-Wong 9/26/02  
Mari Fernandez-Wong Date  
Human Resources Agency

Vincent Webb 9/26/02  
Vincent Webb Date  
Human Resources Agency

M'Liss Keesling 10/3/02  
M'Liss Keesling Date  
Health Services Agency

Paul Feeley 10/30/02  
Paul Feeley Date  
Assessor's Office

Myra Cherin 9/26/02  
Myra Cherin Date  
Retiree

Taylor Hines 9/26/02  
Taylor Hines Date  
POSCS

Tom King 9/26/02  
Tom King Date  
General Services

Pam Cassar 10/29/02  
Pam Cassar Date  
Ag Commissioner

FOR THE COUNTY

Dania Torres Wong 10/7/02  
Dania Torres Wong Date  
Chief Negotiator

Gerald Dunbar 11/7/02  
Gerald Dunbar Date

Carol Kelley 10/30/02  
Carol Kelley Date

Rama Khalsa 10/25/02  
Rama Khalsa Date

Janet McKinley 11-7-2002  
Janet McKinley Date

Enrique Sahagun 11/1/02  
Enrique Sahagun Date

Bob Sweinam 10/25/02  
Bob Sweinam Date

Ellen Timberlake 11/1/02  
Ellen Timberlake Date

Attachment A of SEIU MOU – September 14, 2002 – September 10, 2005

CONFIDENTIAL POSITIONS  
GENERAL REPRESENTATION UNIT

<u>DEPARTMENT/OFFICE</u>	<u>POSITION</u>	
Ag Commissioner	1 Secretary	BJ5-001
Auditor	1 Secretary	BJ5-001
Board of Supervisors	1 Secretary	BJ5-001
	1 Executive Secretary	BJ9-001
CAO	1 Sr. Receptionist	BU7-001
	1 Executive Secretary-CAO	BJ7-001
	1 Admin Aide	UR1-001
County Counsel	2 Sr. Legal Secretary I/II	BH5-001 BH5-002
	1 Paralegal	JC2-002
District Attorney	1 Sr. Legal Secretary	BH5-002
General Services	1 Secretary	BJ5-001
H.S.A.	1 Executive Secretary	BJ9-001
H.S.A	1 Admin Aide	UR1-001
H.R.A.	1 Executive Secretary	BJ9-001
Information Services	Accounting Technician	CH7-001
	2 Sr. DP Program Analyst	UN6-011 UN6-013
POSCS	1 Secretary	BJ5-001
Personnel	1 Secretary	BJ5-001
	1 Sr. Accounting Technician	CH8-001
	3 Personnel Clerk	BB5-003
	Personnel Technician	VE2-004
	2 Personnel Technicians	BB5-018
	1 Personnel Clerk	BB5-018
Planning	1 Executive Secretary	BJ0-001
Probation	1 Secretary	BJ5-001
Public Works	1 Personnel Technician	VE2-001
Redevelopment	1 Secretary	BJ5-001
Sheriff	1 Secretary	BJ5-001

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

SUPERVISORY CLASSES ARTICLE 4.4

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
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
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	Senior Warehouse Worker
SE4	Staff Development Trainer
NT5	Substance Abuse Prevention Coordinator
MD3	Summer Youth Crew Supervisor
UM8	Supervising Information Center Systems Analyst
TR9	Supervising Building Inspector
MY7	Supervising Communications Technician
FD8	Supervising Custodian
UP3	Supervising DP Program Analyst
BY7	Supervising Communications Technician
MP5	Supervising Heavy Equipment Mechanic
GA9	Supervising Planner
MT8	Treatment Plant Operations Supervisor
BC8	Typist Clerk III Supervisor

PROVISIONS REGARDING RELEASE TIME AND THE VOLUNTEER INITIATIVE

This attachment states the provisions of State law and the County's Employer-Employee Relations Policy regarding release time for employee representatives. Meyers-Milias-Brown Act Government Code Section 3505.3.

Time Off For Meetings

Public agencies shall allow a reasonable number of public agency employee representatives of recognized employee organizations reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the public agency on matters within the scope of representation. (County Employer-Employee Relations Policy 181.13, Employee Meetings on County Time).

A. Official Representatives

Official representatives of a recognized employee organization shall be allowed time off on County time during normal working hours when formally meeting and conferring in good faith with the Employee Relations Officer or other management representative designated by the Board on matters within the scope of representation, provided that advanced arrangements for the absence are made with the representative's department head and provided that the number of representatives released for such meetings shall not exceed three (3) persons, except by mutual agreement between the Personnel Director and the employee organization prior to the meeting. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services.

B. Employees

1. County employees shall be allowed time off on County time to attend meetings held by County departments or agencies during regular working hours:
  - a. If their attendance is required at a specific meeting.
  - b. If their attendance is required by a hearing officer or commission for presentation of testimony or other reasons.
  - c. For meetings required for settlement of grievances filed pursuant to a formal grievance procedure.\*
  - d. If they are designated as a union steward or representative for purposes of processing a formal grievance.\*
  - e. If they are designated as a representative of a recognized employee organization for purposes of making representation or presentations at meetings and hearings on wages, hours and working conditions.
2. In each case above, advanced arrangements shall be made with the employee's department head for the employee to be absent from the work station or assignment, and the County department or agency calling the meeting shall be responsible for determining that the attendance of the particular employee is required.
3. Other Absence. No other time off on County time shall be allowed except as specifically provided herein or in a memorandum of understanding.

Volunteer Initiative Program

1. The County and the Union acknowledge the necessity and importance of the Volunteer Initiative Program (VIP). The County agrees that no current General Representation Unit employee shall experience any reduction in hours or temporary or permanent elimination of their position due to a VIP placement. Further, the County shall provide the Union with written proposals detailing each volunteer position

**BENCHMARK POSITIONS**  
Fox Lawson Total Compensation Mean Parity Study

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>	<b>Total % Parity</b>	<b>09/14/02 Equity - 20%</b>	<b>09/13/03 Equity - 30%</b>	<b>09/11/04 Equity - 30%</b>	<b>09/10/05 Equity - 20%</b>
<b>Accountant II</b>	<b>UB4</b>	<b>H3</b>	<b>5.82%</b>	1.16%	1.75%	1.75%	1.16%
Accountant I	UB2	49	5.82%	1.16%	1.75%	1.75%	1.16%
Accountant III	UB6	61	5.82%	1.16%	1.75%	1.75%	1.16%
Accounting Analyst	UB7	AD	5.82%	1.16%	1.75%	1.75%	1.16%
<b>Account Clerk</b>	<b>CH3</b>	<b>BB</b>	<b>13.78%</b>	2.76%	4.13%	4.13%	2.76%
Paryoll Supervisor	BK8	H1	13.78%	2.76%	4.13%	4.13%	2.76%
Public Guardian Clerk	BP1	FN	13.78%	2.76%	4.13%	4.13%	2.76%
Cashier - Disposal Site	BS9	K3	13.78%	2.76%	4.13%	4.13%	2.76%
Account Clerk Trainee	CH1	AT	13.78%	2.76%	4.13%	4.13%	2.76%
Sr. Account Clerk	CH5	JF	13.78%	2.76%	4.13%	4.13%	2.76%
Accounting Clerical Supervisor I	CH6	V2	13.78%	2.76%	4.13%	4.13%	2.76%
Accounting Technician	CH7	V2	13.78%	2.76%	4.13%	4.13%	2.76%
Sr. Accounting Technician	CH8	JL	13.78%	2.76%	4.13%	4.13%	2.76%
Accounting Clerical Supervisor II	CH9	JL	13.78%	2.76%	4.13%	4.13%	2.76%
<b>Agricultural Weights &amp; Measures Inspector II</b>	<b>TG5</b>	<b>J6</b>	<b>12.34%</b>	2.47%	3.70%	3.70%	2.47%
Agricultural Biologist Aide	TC1	31	12.34%	2.47%	3.70%	3.70%	2.47%
Weights/Measures Investigator	TC5	55	12.34%	2.47%	3.70%	3.70%	2.47%
Vector Control Specialist	TC6	55	12.34%	2.47%	3.70%	3.70%	2.47%
Agricultural Weights & Measures Inspector I	TG3	EB	12.34%	2.47%	3.70%	3.70%	2.47%
Agricultural Weights & Measures Inspector III	TG7	55	12.34%	2.47%	3.70%	3.70%	2.47%
<b>Appraiser II</b>	<b>DA7</b>	<b>BW</b>	<b>7.85%</b>	1.57%	2.36%	2.36%	1.57%
Appraiser/Auditor Aide	DA2	EB	7.85%	1.57%	2.36%	2.36%	1.57%
Appraiser I	DA5	BU	7.85%	1.57%	2.36%	2.36%	1.57%
Sr. Appraiser	DA8	JI	7.85%	1.57%	2.36%	2.36%	1.57%
<b>Auditor-Appraiser II</b>	<b>UG7</b>	<b>H3</b>	<b>7.89%</b>	1.58%	2.37%	2.37%	1.58%
Auditor-Appraiser I	UG5	BK	7.89%	1.58%	2.37%	2.37%	1.58%
Auditor-Appraiser III	UG8	JI	7.89%	1.58%	2.37%	2.37%	1.58%
<b>Auditor III</b>	<b>UF4</b>	<b>G7</b>	<b>13.10%</b>	2.62%	3.93%	3.93%	2.62%
Auditor I	UF2	G5	13.10%	2.62%	3.93%	3.93%	2.62%
Auditor II	UF3	G6	13.10%	2.62%	3.93%	3.93%	2.62%
Auditor IV	UF6	VH	13.10%	2.62%	3.93%	3.93%	2.62%
<b>Automotive Technician</b>	<b>MM4</b>	<b>DD</b>	<b>5.74%</b>	1.15%	1.72%	1.72%	1.15%
Auto Services Attendant	MM1	R1	5.74%	1.15%	1.72%	1.72%	1.15%
Sr. Automotive Technician	MM5	DS	5.74%	1.15%	1.72%	1.72%	1.15%
<b>Building Inspector II</b>	<b>TR6</b>	<b>JI</b>	<b>13.48%</b>	2.70%	4.04%	4.04%	2.70%
Building Counter Supervisor	TP6	CI	13.48%	2.70%	4.04%	4.04%	2.70%
Building Plans Checker	TP7	H3	13.48%	2.70%	4.04%	4.04%	2.70%
Building Inspector I	TR4	BW	13.48%	2.70%	4.04%	4.04%	2.70%
Housing Rehab/Construction Specialist	TR7	JI	13.48%	2.70%	4.04%	4.04%	2.70%
Sr. Building Inspector	TR8	X6	13.48%	2.70%	4.04%	4.04%	2.70%
Supervising Building Inspector	TR9	MT	13.48%	2.70%	4.04%	4.04%	2.70%



Position Title	Class Code	Range	Total % Parity	09/14/02 Equity - 20%	09/13/03 Equity - 30%	09/11/04 Equity - 30%	09/10/05 Equity - 20%
<b>Building Maintenance Worker II</b>	<b>MG6</b>	<b>R8</b>	<b>18.14%</b>	3.63%	5.44%	5.44%	3.63%
Maintenance Custodian	FD5	JF	18.14%	3.63%	5.44%	5.44%	3.63%
Maintenance Electro/Mechanical Worker	MG3	TL	18.14%	3.63%	5.44%	5.44%	3.63%
Building Maintenance Worker I	MG4	JK	18.14%	3.63%	5.44%	5.44%	3.63%
Maintenance Plumber	MG7	TL	18.14%	3.63%	5.44%	5.44%	3.63%
Building Maintenance Worker III	MG8	BK	18.14%	3.63%	5.44%	5.44%	3.63%
Maintenance Electrician	MG9	TL	18.14%	3.63%	5.44%	5.44%	3.63%
Building Equipment Mechanic	MH3	R5	18.14%	3.63%	5.44%	5.44%	3.63%
Sr. Building Equipment Mechanic	MH6	VF	18.14%	3.63%	5.44%	5.44%	3.63%
Building Maintenance Supervisor	MH7	H9	18.14%	3.63%	5.44%	5.44%	3.63%
Building Equipment Supervisor	MH8	MX	18.14%	3.63%	5.44%	5.44%	3.63%
<b>Building Permit Technician II</b>	<b>TP3</b>	<b>86</b>	<b>10.20%</b>	2.04%	3.06%	3.06%	2.04%
Building Permit Technician I	TP2	85	10.20%	2.04%	3.06%	3.06%	2.04%
Sr. Building Permit Technician	TP5	H1	10.20%	2.04%	3.06%	3.06%	2.04%
<b>Buyer</b>	<b>VC3</b>	<b>VP</b>	<b>24.16%</b>	4.83%	7.25%	7.25%	4.83%
Sr. Buyer	VC5	HT	24.16%	4.83%	7.25%	7.25%	4.83%
<b>Child Support Officer</b>	<b>BY2</b>	<b>J6</b>	<b>5.90%</b>	1.18%	1.77%	1.77%	1.18%
Child Support Interviewer I	BX9	JF	5.90%	1.18%	1.77%	1.77%	1.18%
Child Support Interviewer II	BY1	KC	5.90%	1.18%	1.77%	1.77%	1.18%
Victim Services Representative	BY4	V2	5.90%	1.18%	1.77%	1.77%	1.18%
Collection Officer	BY6	CF	5.90%	1.18%	1.77%	1.77%	1.18%
Supervising Child Support Officer	BY7	55	5.90%	1.18%	1.77%	1.77%	1.18%
Consumer Affairs Specialist	TA6	T1	5.90%	1.18%	1.77%	1.77%	1.18%
<b>Clinical Lab Technician (Listed as Clinical Lab Scientist on Salary Schedule)</b>	<b>NC7</b>	<b>H9</b>	<b>9.41%</b>	1.88%	2.82%	2.82%	1.88%
Lab Assistant/Phlebotomist	NA3	JF	9.41%	1.88%	2.82%	2.82%	1.88%
Lab Technician	NA5	FN	9.41%	1.88%	2.82%	2.82%	1.88%
<b>Clinic Physician - H.S.A.</b>	<b>PT3</b>	<b>G9</b>	<b>2.38%</b>	0.48%	0.71%	0.71%	0.48%
<b>Code Compliance Investigator II</b>	<b>GL5</b>	<b>CI</b>	<b>2.15%</b>	0.43%	0.65%	0.65%	0.43%
Code Compliance Investigator I	GL3	DS	2.15%	0.43%	0.65%	0.65%	0.43%
Code Compliance Investigator III	GL7	C8	2.15%	0.43%	0.65%	0.65%	0.43%
Code Compliance Investigator IV	GL8	TJ	2.15%	0.43%	0.65%	0.65%	0.43%
<b>Comm Technician II</b>	<b>MY5</b>	<b>H9</b>	<b>6.48%</b>	1.30%	1.94%	1.94%	1.30%
Comm Installer	MY1	R8	6.48%	1.30%	1.94%	1.94%	1.30%
Comm Technician I	MY3	JL	6.48%	1.30%	1.94%	1.94%	1.30%
Sr. Comm Technician	MY6	BD	6.48%	1.30%	1.94%	1.94%	1.30%
Supervising Communications Technician	MY7	X7	6.48%	1.30%	1.94%	1.94%	1.30%
<b>Community Health Worker II</b>	<b>NW5</b>	<b>K7</b>	<b>24.56%</b>	4.91%	7.37%	7.37%	4.91%
Community Mental Health Aide	NM3	K7	24.56%	4.91%	7.37%	7.37%	4.91%
Community Health Worker I	NW3	03	24.56%	4.91%	7.37%	7.37%	4.91%
<b>Cook</b>	<b>FG5</b>	<b>JF</b>	<b>6.41%</b>	1.28%	1.92%	1.92%	1.28%
Cook's Assistant	FG3	R1	6.41%	1.28%	1.92%	1.92%	1.28%
Head Cook	FG7	W8	6.41%	1.28%	1.92%	1.92%	1.28%

Position Title	Class Code	Range	Total % Parity	09/14/02 Equity - 20%	09/13/03 Equity - 30%	09/11/04 Equity - 30%	09/10/05 Equity - 20%
<b>Computer Operator Technician III</b>	<b>UJ5</b>	<b>T1</b>	<b>9.03%</b>	1.81%	2.71%	2.71%	1.81%
Computer Operator Technician I	UJ1	FN	9.03%	1.81%	2.71%	2.71%	1.81%
Computer Operator Technician II	UJ3	CF	9.03%	1.81%	2.71%	2.71%	1.81%
Computer Operator/Technician	UJ4	T1	9.03%	1.81%	2.71%	2.71%	1.81%
Computer Operator Technician IV	UJ6	EC	9.03%	1.81%	2.71%	2.71%	1.81%
Dept'l Comp Operations Coordinator	UK6	61	9.03%	1.81%	2.71%	2.71%	1.81%
Computer Operations Supervisor	UK7	ZA	9.03%	1.81%	2.71%	2.71%	1.81%
<b>Custodian</b>	<b>FD2</b>	<b>R1</b>	<b>9.32%</b>	1.86%	2.80%	2.80%	1.86%
Housekeeper	FC3	K6	9.32%	1.86%	2.80%	2.80%	1.86%
Custodian Leadworker	FD4	R2	9.32%	1.86%	2.80%	2.80%	1.86%
Supervising Custodian	FD8	V2	9.32%	1.86%	2.80%	2.80%	1.86%
<b>Deputy Probation Officer II</b>	<b>SU6</b>	<b>BW</b>	<b>12.82%</b>	2.56%	3.85%	3.85%	2.56%
Probation Aide	SU2	V2	12.82%	2.56%	3.85%	3.85%	2.56%
Deputy Probation Officer I	SU4	CR	12.82%	2.56%	3.85%	3.85%	2.56%
Deputy Probation Officer III	SU8	E4	12.82%	2.56%	3.85%	3.85%	2.56%
<b>Detention Register Nurse</b>	<b>PD5</b>	<b>CY</b>	<b>2.32%</b>	0.46%	0.70%	0.70%	0.46%
Medical Assistant	NW7	JK	2.32%	0.46%	0.70%	0.70%	0.46%
LVN	PC3	SA	2.32%	0.46%	0.70%	0.70%	0.46%
Psychiatric Technician	PC4	SA	2.32%	0.46%	0.70%	0.70%	0.46%
Detention LVN	PD4	JQ	2.32%	0.46%	0.70%	0.70%	0.46%
Detention Nurse Supervisor	PD7	C4	2.32%	0.46%	0.70%	0.70%	0.46%
<b>Eligibility Worker II</b>	<b>SC5</b>	<b>SA</b>	<b>6.05%</b>	1.21%	1.82%	1.82%	1.21%
Mental Health Client Benefit Rep (Changed name to Client Benefit Rep)	NM6	J6	6.05%	1.21%	1.82%	1.82%	1.21%
Eligibility Worker I	SC3	KY	6.05%	1.21%	1.82%	1.82%	1.21%
Mental Health Fee Clerk	SC4	85	6.05%	1.21%	1.82%	1.82%	1.21%
Eligibility Worker III	SC6	J6	6.05%	1.21%	1.82%	1.82%	1.21%
Med Care Eligibility Worker	SC8	J6	6.05%	1.21%	1.82%	1.82%	1.21%
Med Care Program Eligibility Supervisor	SE2	SX	6.05%	1.21%	1.82%	1.82%	1.21%
Staff Develop Trainer	SE4	EK	6.05%	1.21%	1.82%	1.82%	1.21%
Eligibility Supervisor I	SE5	07	6.05%	1.21%	1.82%	1.82%	1.21%
Social Services Eligibility Supervisor	SE7	SX	6.05%	1.21%	1.82%	1.82%	1.21%
Cal Child Services Specialist I	SG3	85	6.05%	1.21%	1.82%	1.82%	1.21%
Cal Child Services Specialist II	SG5	J6	6.05%	1.21%	1.82%	1.82%	1.21%
Intake Worker I	SG6	KY	6.05%	1.21%	1.82%	1.82%	1.21%
Intake Worker II	SG7	SA	6.05%	1.21%	1.82%	1.82%	1.21%
<b>Employment and Training Specialist II</b>	<b>SH1</b>	<b>BK</b>	<b>15.55%</b>	3.11%	4.67%	4.67%	3.11%
Employment and Training Specialist I	SF5	KC	15.55%	3.11%	4.67%	4.67%	3.11%
Sr. Employment and Training Specialist	SH2	BG	15.55%	3.11%	4.67%	4.67%	3.11%
Veterans Services Representative	SR7	V2	15.55%	3.11%	4.67%	4.67%	3.11%

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>	<b>Total % Parity</b>	<b>09/14/02 Equity - 20%</b>	<b>09/13/03 Equity - 30%</b>	<b>09/11/04 Equity - 30%</b>	<b>09/10/05 Equity - 20%</b>
<b>Environmental Health Specialist</b>	<b>TJ7</b>	<b>XK</b>	<b>12.42%</b>	2.48%	3.73%	3.73%	2.48%
Environmental Health Aide	TJ1	KG	12.42%	2.48%	3.73%	3.73%	2.48%
Environmental Health Specialist Trainee	TJ5	KK	12.42%	2.48%	3.73%	3.73%	2.48%
Wastewater Disp Tech	TJ6	BS	12.42%	2.48%	3.73%	3.73%	2.48%
Wastewater Disp Tech (B)	TJ6B	JI	12.42%	2.48%	3.73%	3.73%	2.48%
Sr. Environmental Health Specialist	TJ9	H8	12.42%	2.48%	3.73%	3.73%	2.48%
Environmental Program Coordinator	TM5	C4	12.42%	2.48%	3.73%	3.73%	2.48%
<b>Group Supervisor II</b>	<b>SV5</b>	<b>JJ</b>	<b>18.82%</b>	3.76%	5.65%	5.65%	3.76%
Mental Health Counselor I	SL3	EB	18.82%	3.76%	5.65%	5.65%	3.76%
Mental Health Counselor II	SL5	DS	18.82%	3.76%	5.65%	5.65%	3.76%
Sr. Mental Health Counselor	SL7	SX	18.82%	3.76%	5.65%	5.65%	3.76%
Group Supervisor I	SV3	KC	18.82%	3.76%	5.65%	5.65%	3.76%
Sr. Group Supervisor	SV7	T1	18.82%	3.76%	5.65%	5.65%	3.76%
<b>Health Educator</b>	<b>NH7</b>	<b>H3</b>	<b>9.15%</b>	1.83%	2.75%	2.75%	1.83%
Epidemiologist	NH1	XB	9.15%	1.83%	2.75%	2.75%	1.83%
Sr. Health Educator	NH6	61	9.15%	1.83%	2.75%	2.75%	1.83%
Substance Abuse Prevention Coordinator	NT5	H1	9.15%	1.83%	2.75%	2.75%	1.83%
Public Health Nutritionist	NU5	H1	9.15%	1.83%	2.75%	2.75%	1.83%
Sr. Public Health Nutritionist	NU7	H3	9.15%	1.83%	2.75%	2.75%	1.83%
Health Program Specialist	NX5	PA	9.15%	1.83%	2.75%	2.75%	1.83%
Program Coordinator	UU3	BV	9.15%	1.83%	2.75%	2.75%	1.83%
<b>Heavy Equipment Mechanic II</b>	<b>MN7</b>	<b>F9</b>	<b>13.13%</b>	2.63%	3.94%	3.94%	2.63%
Hvy Equipment Mechanic I	MN3	JJ	13.13%	2.63%	3.94%	3.94%	2.63%
Pump Maintenance Electrician	MP3	F9	13.13%	2.63%	3.94%	3.94%	2.63%
Pump Maintenance Mechanic	MP4	F9	13.13%	2.63%	3.94%	3.94%	2.63%
Supervising Heavy Equipment Mechanic	MP5	XA	13.13%	2.63%	3.94%	3.94%	2.63%
<b>Legal Secretary II</b>	<b>BH3</b>	<b>C1</b>	<b>10.88%</b>	2.18%	3.26%	3.26%	2.18%
Legal Process Clerk II	BA9	FE	10.88%	2.18%	3.26%	3.26%	2.18%
Legal Secretary I	BH2	C2	10.88%	2.18%	3.26%	3.26%	2.18%
Sr. Legal Secretary	BH5	B9	10.88%	2.18%	3.26%	3.26%	2.18%
Paralegal	JC2	DS	10.88%	2.18%	3.26%	3.26%	2.18%
Law Clerk - County Counsel	JC3	85	10.88%	2.18%	3.26%	3.26%	2.18%
Law Clerk - DA	JC4	85	10.88%	2.18%	3.26%	3.26%	2.18%
<b>Personnel Technician</b>	<b>VE2</b>	<b>JJ</b>	<b>9.62%</b>	1.92%	2.89%	2.89%	1.92%
Payroll Clerk	BB1	FN	9.62%	1.92%	2.89%	2.89%	1.92%
Personnel Payroll Clerk	BB3	FN	9.62%	1.92%	2.89%	2.89%	1.92%
Personnel Clerk	BB5	FN	9.62%	1.92%	2.89%	2.89%	1.92%
<b>Pharmacist</b>	<b>NJ5</b>	<b>BA</b>	<b>5.48%</b>	1.10%	1.64%	1.64%	1.10%
<b>Physician Asst/Nurse Practitioner</b>	<b>PJ3</b>	<b>BA</b>	<b>2.46%</b>	0.49%	0.74%	0.74%	0.49%
Nurse-Midwife	PJ4	38	2.46%	0.49%	0.74%	0.74%	0.49%
<b>Planner II</b>	<b>GA5</b>	<b>CI</b>	<b>11.51%</b>	2.30%	3.45%	3.45%	2.30%
Planner I	GA3	DS	11.51%	2.30%	3.45%	3.45%	2.30%
Planner III	GA7	C8	11.51%	2.30%	3.45%	3.45%	2.30%
Planner IV	GA8	TH	11.51%	2.30%	3.45%	3.45%	2.30%
Planner IV (B)	GA8B	VI	11.51%	2.30%	3.45%	3.45%	2.30%

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>	<b>Total % Parity</b>	<b>09/14/02 Equity - 20%</b>	<b>09/13/03 Equity - 30%</b>	<b>09/11/04 Equity - 30%</b>	<b>09/10/05 Equity - 20%</b>
Supervising Planner	GA9	TH	11.51%	2.30%	3.45%	3.45%	2.30%
Registered Geologist	GB1	NM	11.51%	2.30%	3.45%	3.45%	2.30%
Hydrologist	GB2	VI	11.51%	2.30%	3.45%	3.45%	2.30%
Planning Technician	GF4	FX	11.51%	2.30%	3.45%	3.45%	2.30%
Transportation Planning Tech	GF6	FX	11.51%	2.30%	3.45%	3.45%	2.30%
Transportation Planner I	GH3	DS	11.51%	2.30%	3.45%	3.45%	2.30%
Transportation Planner II	GH5	CI	11.51%	2.30%	3.45%	3.45%	2.30%
Transportation Planner III	GH7	C8	11.51%	2.30%	3.45%	3.45%	2.30%
Transportation Planner IV	GH8	TH	11.51%	2.30%	3.45%	3.45%	2.30%
Park Planner I	GW2	DS	11.51%	2.30%	3.45%	3.45%	2.30%
Park Planner II	GW4	CI	11.51%	2.30%	3.45%	3.45%	2.30%
Park Planner III	GW6	C8	11.51%	2.30%	3.45%	3.45%	2.30%
Park Planner IV	GW8	TH	11.51%	2.30%	3.45%	3.45%	2.30%
Resource Planner I	TM4	DS	11.51%	2.30%	3.45%	3.45%	2.30%
Resource Planner II	TM6	CI	11.51%	2.30%	3.45%	3.45%	2.30%
Resource Planner III	TM8	C8	11.51%	2.30%	3.45%	3.45%	2.30%
Resource Planner IV	TM9	TH	11.51%	2.30%	3.45%	3.45%	2.30%
Urban Designer	WA5	YK	11.51%	2.30%	3.45%	3.45%	2.30%
<b>Psychiatrist</b>	<b>PR5</b>	<b>PI</b>	<b>0.38%</b>	0.08%	0.11%	0.11%	0.08%
<b>Public Health Microbiologist</b>	<b>NE7</b>	<b>A9</b>	<b>8.99%</b>	1.80%	2.70%	2.70%	1.80%
Sr. Public Health Microbiologist	NE8	XP	8.99%	1.80%	2.70%	2.70%	1.80%
Water Quality Chemist	TM7	H9	8.99%	1.80%	2.70%	2.70%	1.80%
<b>Public Health Nurse II</b>	<b>PH5</b>	<b>VK</b>	<b>10.26%</b>	2.05%	3.08%	3.08%	2.05%
Clinic Nurse I	PG3	WW	10.26%	2.05%	3.08%	3.08%	2.05%
Clinic Nurse II	PG5	WA	10.26%	2.05%	3.08%	3.08%	2.05%
Clinic Nurse III	PG7	VK	10.26%	2.05%	3.08%	3.08%	2.05%
Public Health Nurse I	PH3	WA	10.26%	2.05%	3.08%	3.08%	2.05%
Public Health Nurse III	PH8	VH	10.26%	2.05%	3.08%	3.08%	2.05%
<b>Public Works Maintenance Worker II</b>	<b>MU5</b>	<b>85</b>	<b>14.59%</b>	2.92%	4.38%	4.38%	2.92%
Parks Maint Worker I	ME1	34	14.59%	2.92%	4.38%	4.38%	2.92%
Parks Maint Worker II	ME2	JK	14.59%	2.92%	4.38%	4.38%	2.92%
Parks Maint Worker III	ME4	EB	14.59%	2.92%	4.38%	4.38%	2.92%
Parks Maint Supervisor	MF5	J6	14.59%	2.92%	4.38%	4.38%	2.92%
Heavy Equipment Service Worker	MK3	FN	14.59%	2.92%	4.38%	4.38%	2.92%
Public Works Dispatcher	MU1	DD	14.59%	2.92%	4.38%	4.38%	2.92%
Public Works Maintenance Worker I	MU3	JF	14.59%	2.92%	4.38%	4.38%	2.92%
<b>Public Works Maintenance Worker III</b>	<b>MU7</b>	<b>JJ</b>	<b>19.37%</b>	3.87%	5.81%	5.81%	3.87%
Public Works Maintenance Worker IV	MU9	CR	19.37%	3.87%	5.81%	5.81%	3.87%
Public Works Supervisor	MV4	H9	19.37%	3.87%	5.81%	5.81%	3.87%
Lead Heavy Equipment Operator	MW3	EC	19.37%	3.87%	5.81%	5.81%	3.87%
Transfer Truck Driver	MW4	T1	19.37%	3.87%	5.81%	5.81%	3.87%
Disposal Site Main Wkr	MW6	WF	19.37%	3.87%	5.81%	5.81%	3.87%
Heavy Equipment Operator - Disposal	MW7	T1	19.37%	3.87%	5.81%	5.81%	3.87%
<b>Radiology Technologist</b>	<b>NG3</b>	<b>AJ</b>	<b>22.17%</b>	4.43%	6.65%	6.65%	4.43%
Chief Radiology Technologist	NG4	BG	22.17%	4.43%	6.65%	6.65%	4.43%

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>	<b>Total % Parity</b>	<b>09/14/02 Equity - 20%</b>	<b>09/13/03 Equity - 30%</b>	<b>09/11/04 Equity - 30%</b>	<b>09/10/05 Equity - 20%</b>
<b>Real Property Agent</b>	<b>DE5</b>	<b>61</b>	<b>16.86%</b>	3.37%	5.06%	5.06%	3.37%
Assistant Real Property Agent	DE3	H1	16.86%	3.37%	5.06%	5.06%	3.37%
<b>Recreation Coordinator</b>	<b>GT5</b>	<b>JJ</b>	<b>9.15%</b>	1.83%	2.75%	2.75%	1.83%
Cultural Affairs Specialist	GS5	52	9.15%	1.83%	2.75%	2.75%	1.83%
Recreation Program Specialist	GT4	34	9.15%	1.83%	2.75%	2.75%	1.83%
Recreation Supervisor	GT7	52	9.15%	1.83%	2.75%	2.75%	1.83%
<b>Sanitation Maintenance Worker II</b>	<b>MR3</b>	<b>WF</b>	<b>10.72%</b>	2.14%	3.22%	3.22%	2.14%
Sanitation Maintenance Worker I	MR1	FN	10.72%	2.14%	3.22%	3.22%	2.14%
Sanitation Maintenance Worker III	MR5	BJ	10.72%	2.14%	3.22%	3.22%	2.14%
<b>Secretary</b>	<b>BJ5</b>	<b>EB</b>	<b>18.79%</b>	3.76%	5.64%	5.64%	3.76%
Administrative Aide	UR1	JJ	18.79%	3.76%	5.64%	5.64%	3.76%
Clerical Supervisor I	BD3	V2	18.79%	3.76%	5.64%	5.64%	3.76%
Clerical Supervisor II	BD6	JL	18.79%	3.76%	5.64%	5.64%	3.76%
Division Secretary	BJ4	JK	18.79%	3.76%	5.64%	5.64%	3.76%
Executive Secretary - CAO	BJ7	T1	18.79%	3.76%	5.64%	5.64%	3.76%
Administrative Secretary - Board of Supervisors	BJ8	T1	18.79%	3.76%	5.64%	5.64%	3.76%
Executive Secretary	BJ9	BK	18.79%	3.76%	5.64%	5.64%	3.76%
Board Clerk	BX5	85	18.79%	3.76%	5.64%	5.64%	3.76%
Sr. Board Clerk	BX6	JJ	18.79%	3.76%	5.64%	5.64%	3.76%
<b>Sheriff's Records Clerk</b>	<b>BN5</b>	<b>FN</b>	<b>5.07%</b>	1.01%	1.52%	1.52%	1.01%
Assessment Clerk	BL3	MA	5.07%	1.01%	1.52%	1.52%	1.01%
Assessment Technician	BL5	JF	5.07%	1.01%	1.52%	1.52%	1.01%
Case Data Clerk	BN3	M6	5.07%	1.01%	1.52%	1.52%	1.01%
Sr. Case Data Clerk	BN6	FE	5.07%	1.01%	1.52%	1.52%	1.01%
Sheriff's Community Services Officer	BN7	DS	5.07%	1.01%	1.52%	1.52%	1.01%
Typist Clerk - MH	BT4	KS	5.07%	1.01%	1.52%	1.52%	1.01%
Legal Document Examiner	BU9	P3	5.07%	1.01%	1.52%	1.52%	1.01%
<b>Social Worker II</b>	<b>SM4</b>	<b>SX</b>	<b>5.95%</b>	1.19%	1.79%	1.79%	1.19%
Social Worker I	SM2	CF	5.95%	1.19%	1.79%	1.79%	1.19%
Med Care Service Worker	SM7	J6	5.95%	1.19%	1.79%	1.79%	1.19%
<b>Sr. Mental Health Client Specialist</b>	<b>SK5</b>	<b>H4</b>	<b>11.02%</b>	2.20%	3.31%	3.31%	2.20%
Mental Health Client Specialist	NP5	SX	11.02%	2.20%	3.31%	3.31%	2.20%
Mental Health Nurse Clinician	SK6	MX	11.02%	2.20%	3.31%	3.31%	2.20%
Mental Health Utilization Review Specialist	SK7	MT	11.02%	2.20%	3.31%	3.31%	2.20%
Mental Health Supervising Client Specialist	SK8	MT	11.02%	2.20%	3.31%	3.31%	2.20%
Clinical Psychologist	SY3	ZD	11.02%	2.20%	3.31%	3.31%	2.20%
<b>Sr. Social Worker</b>	<b>SM8</b>	<b>H4</b>	<b>7.00%</b>	1.40%	2.10%	2.10%	1.40%
Sr. Staff Development Trainer	SM9	MT	7.00%	1.40%	2.10%	2.10%	1.40%
Social Work Supervisor I	SN6	H4	7.00%	1.40%	2.10%	2.10%	1.40%
Social Work Supervisor II	SN8	MT	7.00%	1.40%	2.10%	2.10%	1.40%
<b>Therapist - Physical Disabled</b>	<b>PP5</b>	<b>F5</b>	<b>2.54%</b>	0.51%	0.76%	0.76%	0.51%
Therapist Trainee - PD	PP4	F3	2.54%	0.51%	0.76%	0.76%	0.51%

<b>Position Title</b>	<b>Class Code</b>	<b>Range</b>	<b>Total % Parity</b>	<b>09/14/02 Equity - 20%</b>	<b>09/13/03 Equity - 30%</b>	<b>09/11/04 Equity - 30%</b>	<b>09/10/05 Equity - 20%</b>
<b>Treatment Plant Operator</b>	<b>MT3</b>	<b>BG</b>	<b>9.72%</b>	1.94%	2.92%	2.92%	1.94%
Electr Instr Tech I	MS3	H1	9.72%	1.94%	2.92%	2.92%	1.94%
Electr Instr Tech II	MS5	H9	9.72%	1.94%	2.92%	2.92%	1.94%
Electr Instr Supvr	MS8	MX	9.72%	1.94%	2.92%	2.92%	1.94%
Treatment Plant Operator I - Tr	MT1	WF	9.72%	1.94%	2.92%	2.92%	1.94%
Sr. Treatment Plant Operator	MT6	CI	9.72%	1.94%	2.92%	2.92%	1.94%
Treatment Plant Operator - Supervisor	MT8	MX	9.72%	1.94%	2.92%	2.92%	1.94%
<b>Typist Clerk II</b>	<b>BC5</b>	<b>J8</b>	<b>11.68%</b>	2.34%	3.50%	3.50%	2.34%
Clerk I	BA4	D1	11.68%	2.34%	3.50%	3.50%	2.34%
Clerk II	BA6	29	11.68%	2.34%	3.50%	3.50%	2.34%
Clerk III Supervisory	BA7	JF	11.68%	2.34%	3.50%	3.50%	2.34%
Clerk III	BA8	FB	11.68%	2.34%	3.50%	3.50%	2.34%
Typist Clerk I	BC3	J7	11.68%	2.34%	3.50%	3.50%	2.34%
Typist Clerk III	BC7	JF	11.68%	2.34%	3.50%	3.50%	2.34%
Typist Clerk III Supervisor	BC8	01	11.68%	2.34%	3.50%	3.50%	2.34%
Receptionist	BU3	KJ	11.68%	2.34%	3.50%	3.50%	2.34%
Sr. Receptionist	BU7	JF	11.68%	2.34%	3.50%	3.50%	2.34%
Records Clerk	BV7	FB	11.68%	2.34%	3.50%	3.50%	2.34%
Imaging Technician	CC2	JK	11.68%	2.34%	3.50%	3.50%	2.34%
Dupl Equip Opr I	CR1	D1	11.68%	2.34%	3.50%	3.50%	2.34%
Dupl Equip Opr II	CR3	29	11.68%	2.34%	3.50%	3.50%	2.34%
Dupl Equip Opr III	CR7	JF	11.68%	2.34%	3.50%	3.50%	2.34%
<b>Warehouse Worker</b>	<b>CK3</b>	<b>JK</b>	<b>1.41%</b>	0.28%	0.42%	0.42%	0.28%
Pharmacy Technician	NJ1	FB	1.41%	0.28%	0.42%	0.42%	0.28%
Parking Attendant	BW4	27	1.41%	0.28%	0.42%	0.42%	0.28%
Medical Supply Clerk	CL5	JF	1.41%	0.28%	0.42%	0.42%	0.28%
Purchasing Technician	CL6	35	1.41%	0.28%	0.42%	0.42%	0.28%
Parts Clerk	MN1	KC	1.41%	0.28%	0.42%	0.42%	0.28%
Sr. Warehouse Worker	CK5	WF	1.41%	0.28%	0.42%	0.42%	0.28%
Sheriff's Property Clerk	CM5	EB	1.41%	0.28%	0.42%	0.42%	0.28%
<b>Welfare Fraud Investigator II</b>	<b>RH3</b>	<b>VF</b>	<b>12.77%</b>	2.55%	3.83%	3.83%	2.55%
Investigator Assistant	NV6	KC	12.77%	2.55%	3.83%	3.83%	2.55%
Welfare Fraud Investigator I	RH2	KL	12.77%	2.55%	3.83%	3.83%	2.55%
Sr. Welfare Fraud Investigator	RH6	VG	12.77%	2.55%	3.83%	3.83%	2.55%
Child Support Investigator I	RI1	KL	12.77%	2.55%	3.83%	3.83%	2.55%
Child Support Investigator II	RI2	VF	12.77%	2.55%	3.83%	3.83%	2.55%

proposed for placement. In order to be timely, the Union shall notify the County within five (5) working days of receipt of such notices. The County will stop the placement of the volunteer if advance notice is not provided to the Union. The Union may designate two (2) representatives to meet with the County. The County shall provide reasonable time for two (2) Union representatives to respond to volunteer proposals during regular working hours. Volunteer placements shall not exceed three (3) months or 360 volunteer hours in duration unless by mutual agreement.

2. Union concerns regarding abuse of the use of extra-help and/or inmate labor in relationship to the General Representation Unit shall be brought to the attention of the Employee Relations Division of the Personnel Department in a timely manner. That Division shall investigate the situation and provide a timely written response to the Union.

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\* See Article 22.5 B (1) of the General Representation Unit Memorandum of Understanding

Attachment E of SEIU MOU – September 14, 2002 – September 10, 2005

CLOTHING ALLOWANCE AND SALARY ADJUSTMENTS

Employees in the classes listed immediately below shall receive \$0.17 an hour increase in their base hourly salary:

- Public Works Maintenance Worker I, II, III, IV
- Public Works Supervisor
- Heavy Equipment Operator-Disposal Site
- Disposal Site Maintenance Worker
- Transfer Truck Driver
- Sanitation Maintenance Worker I, II, III
- Pump Maintenance Electrician
- Pump Maintenance Mechanic
- Park Maintenance Worker I, II, III
- Park Maintenance Supervisor
- Duplicating Machine Operator III

Employees in the classes listed immediately below shall receive \$0.14 an hour increase in their base hourly salary:

- Building Maintenance Worker I, II, III
- Maintenance Electrician
- Maintenance Plumber
- Maintenance Electro-Mechanical Worker
- Building Maintenance Supervisor
- Building Equipment Mechanic
- Senior Building Equipment Mechanic
- Building Equipment Supervisor
- Heavy Equipment Mechanic I
- Heavy Equipment Mechanic II
- Heavy Equipment Service Worker
- Supervising Heavy Equipment Mechanic
- Automotive Technician Senior
- Automotive Technician
- Cook
- Head Cook
- Custodian
- Custodian Leadworker
- Maintenance Custodian
- Supervising Custodian

Employees in the classes listed immediately below shall receive \$0.11 an hour increase in their base hourly salary:

- Duplicating Equipment
- Operator I, II
- Housekeeper
- Warehouse Worker
- Senior Warehouse Worker
- Messenger Clerk



FAMILY CARE AND MEDICAL LEAVE ACTS OF 1993

Under new Federal and State law - the Federal Family & Medical Leave Act and State Family Care & Medical Leave Act (FMLA) - which are effective 2/5/94, employees in the General Representation Unit have new rights concerning certain leaves of absence for up to 12 weeks per calendar year. Employees are eligible under FMLA if they have worked for the County for a least one year and have a total of 1000 hours of a combination of time worked and paid leave within the 25 pay period preceding the requested leave, provided, however, that the County will waive the 1000 hour requirement for those pay periods which comprise calendar (tax) year 1994.

REASONS FOR TAKING LEAVE:

Notwithstanding the provisions of Article 17, FMLA leave must be granted to eligible employees for any of the following reasons:

- A. To care for the employee's child after birth, or placement for adoption or foster care;
- B. To care for the employee's spouse, son or daughter or parent, or domestic partner who has an affidavit on file with the County Health Plan, who has a serious health condition;
- C. For a serious health condition that makes the employee unable to perform the employee's job.

For employees in the General Representation Unit, all accrued compensatory time must be used prior to any leave of absence without pay. Any sick leave (accrued prior to 7/20/79) must be used prior to any leave of absence without pay for any employee's illness, injury or incapacity to work. Employees may elect to use accrued annual leave in lieu of leave of absence without pay for the period of FMLA leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION:

The employee must provide advance leave notice and medical certification. The leave may be denied if notice requirements are not met. The employee must ordinarily provide 30 days advance notice when the leave is foreseeable. Medical certification is required to support a request for leave because of a serious medical condition, and may require second or third opinions at the County's expense. A fitness for duty certification to return to work is required for leaves of four weeks or more, and may be required for leaves of less than four weeks. Documentation will also be required for other FMLA leave (i.e., for care of employee's child after birth, or placement for adoption or foster care).

JOB BENEFITS AND PROTECTION:

For the duration of the FMLA leave the County must maintain the employee's insurance coverage under group health plans and make the same contributions as if the employee was continuously employed (i.e., in paid status) for the duration of the leave, notwithstanding the provisions of Article 10.7 of the Memorandum of Understanding. (For other-non-FMLA leaves of absence without pay, the provisions of Article 10.7 with respect to employee and County contributions during a leave of absence without pay will apply.) Upon timely return from FMLA leave, employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the FMLA leave. The provisions of FMLA do not limit the employee's right to request, and the County's right to approve or deny, other (non-FMLA) paid or unpaid leave. General Representation Unit FMLA Notice.

