

Santa Cruz County  
Law Enforcement Middle Management Representation Unit  
MEMORANDUM OF UNDERSTANDING  
July 1, 2009 – June 30, 2014  
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## **ARTICLE 1 MEMORANDUM OF UNDERSTANDING – INTRODUCTION**

This is a Memorandum of Understanding between the Management Negotiating Team for the County of Santa Cruz and the Operating Engineers, Local 3 Negotiating Team. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and the Operating Engineers, Local 3 for County Employees in the Law Enforcement Middle Management Representation Unit for the period beginning July 1, 2009 through June 30, 2014.

Unless otherwise specified herein, all provisions shall become effective following adoption of this agreement by the Board.

## **ARTICLE 2 RECOGNITION**

The County of Santa Cruz recognizes the Operating Engineers, Local 3, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions within the Law Enforcement Middle Management Representation Unit.

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

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

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

If the Union, its staff or Board of Directors engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, concerted interference with operations, picketing or refusal by employees to enter upon the County's premises or work site, the County may immediately suspend or revoke the payroll deductions provided; however, the Union shall have recourse to the Civil Service Commission as to the sole question of whether the Union, or its staff or Board of Directors engaged in such prohibited activity.

The inclusion of this Article in the Memorandum of Understanding shall in no way be deemed to preclude or stop the County or the Union from seeking any form of legal or equitable relief to which it may be entitled during the term of the Memorandum of Understanding or at any other time.

## **ARTICLE 4 COMPLIANCE WITH MEMORANDUM**

In the event of any violation of the terms of this Memorandum, responsible and authorized Representatives of the Union or the Employer, or any individual department head as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Union shall enforce the terms of this Memorandum on the part of its members.

## ARTICLE 5 PAY

A. Basic Pay Plan. The basic pay plan consists of the salary ranges and assignment of classes to such ranges provided for in the County salary resolution. Each employee shall be paid within the range for the class unless otherwise provided herein.

B. Pay Adjustments

1. Salary Ranges

- a. The salary range for the class of Sheriff's Lieutenant shall maintain an internal salary relationship percent differential of 18.3% at the top step at the same time adjustments are made in the salary range for Sheriff's Sergeant.

To illustrate application of this provision, if the seventh (top) step for Sheriff's Sergeant is \$22.21, the top step for Sheriff's Lieutenant will be:  $\$22.21 \times 1.183 = \$26.27$ . This provision shall be waived through December 17, 1999 only.

2. Equity Adjustments. Each step in the salary range shall be increased as follows:

The 2% equity adjustment scheduled for June 13, 2009 shall be deferred. Effective the pay period beginning June 25, 2011 a 2% equity will be applied to all classes in this Unit.

As consideration for the deferral and for the ongoing efforts to deal with recruitment and retention issues for the Law Enforcement Middle Management Unit, equity adjustments in the form of additional salary steps at the top of the range shall be implemented in accordance with the following schedule:

1. Pay period beginning on January 7, 2012 – Add New Top Step of 5%
2. Pay period beginning on January 5, 2013 – Add New Top Step of 5%
3. Pay period beginning on January 4, 2014 – Add New Top Step of 5%
4. Pay period beginning on June 21, 2014 – Add New Top Step of 5%

The parties agree to meet and confer on or after July 1, 2013 for the purpose of considering whether to delete bottom step in the salary range and the timing of such a change.

C. The Law Enforcement Middle Management Representation Unit defers ("freezes") all scheduled step increases for a period of one year beginning January 1, 2010 and concluding December 31, 2010. Effective January 1, 2011 (pay period beginning December 25, 2010), previously deferred step increases will be "unfrozen" and will be granted in accordance with each individual's salary anniversary date. The one-year period of deferral shall not be counted towards determining scheduled step increases and/or step placement.

D. Requirements for Step Increases.

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

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

1. The first step in each schedule is the minimum rate and may be the hiring rate for the class.
2. The second step may be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon the recommendation of the appointing authority.
3. The third step may be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
4. The fourth step may be paid at any time after 2080 hours of satisfactory or better service at the third step, as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
5. The fifth step may be paid at any time after 2080 hours of satisfactory or better service at the fourth step, as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
6. The sixth step may be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a meets job standards, exceeds job standards, or outstanding overall employee performance rating and upon the recommendation of the appointing authority.
7. The seventh step may be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon the recommendation of the appointing authority.

E. Hours of Service for Purposes of Step Advancement.

1. Defined. Paid hours of work and paid leave hours accrued by an employee within the number of authorized hours for the position occupied by the employee shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or otherwise, shall not be included in hours of service.
  - a. Exceptions. Military leave and time off due to an occupational injury with the County shall be considered hours of service for purposes of step advancement.
2. Beginning Date. Hours of service for purposes of step increases accrue by class, beginning from the most recent date of appointment.

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

1. Definition. An equal class is one in which the fifth step hourly rate of the range for the new class is the same as for the current class.
2. Step Placement. Upon appointment to an equal class, the employee shall retain the same step.
3. Step Advancement. Upon appointment to an equal class, hours of service accrued in the former class for purposes of step advancement shall apply to the new class.
4. Application. This provision shall apply to all appointments to an equal class, including: transfer, displacement to an equal class, provisional transfer, return from provisional transfer, lateral reclassification, and reappointment to a former class which has a fifth step hourly rate which is the same.

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

1. Definition. A higher class is one in which the fifth step hourly rate of the range for the new class is greater than the fifth step hourly rate of the range for the current class.
2. Application. This provision shall apply to all types of appointment to a higher class, except a reappointment from displacement, and shall include: promotion (including promotion through upward reclassification or through alternate staffing), appointment to a former higher class and a "work in a higher class" appointment.
3. Step Placement. The salary of employees who are appointed to a higher class shall be adjusted to the step for the new class closest to but higher than their old salary, provided, however, that such increases shall be equivalent to an increase of at least 5% within the limits of the new salary range.
4. Step Advancement. The beginning date for purposes of accrual of hours of service for step advancement shall be the most recent date of appointment to the higher class.

H. Step Placement and Step Advancement Upon Appointment to Lower Class or Downward classification.

1. Definition. A lower class is one in which the fifth step hourly rate of the range for the new class is less than the fifth step hourly rate of the range for the current class.
2. Appointment to a Lower Class Other than Downward Reclassification.
  - a. Application. The provisions of paragraphs (b) and (c) below shall apply to all types of appointment to a lower class, except a Y-rate, including: demotion, appointment to a former class, displacement to a lower class, return from provisional promotion, and return from work in a higher class.
  - b. To class of previous service. If the employee had previously served in the lower class to which appointed, such employee shall have all time served in the higher class count as continuous service in the lower class for purposes of step placement and advancement.
  - c. To class with NO previous service. Upon appointment to a lower class, the employee's salary shall be adjusted to the same salary range of the new salary range that he/she was receiving in the salary range of the higher class and the employee shall receive credit for hours of service accrued in the step in the higher class for purposes of determining step advancement in the lower class.
3. Downward Reclassification.
  - a. Overfill Status. When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent may retain the salary of their former class by being placed in an overfill status for a period not to exceed five years from the effective date of 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; provided, however, that if the class of the position being overfilled is not designated as management, the employee will be treated as a non-salaried employee with respect to: Article 15, Overtime, and any accrued compensatory time shall be paid off upon commencement of the overfill; and Article 26, Administrative Leave, and cash payment for administrative leave will not be authorized in any pay period in which there is overtime.

Overfill provisions of the County shall be terminated at such time as the equivalent step within the salary range for the new class rises to meet or exceed the equivalent step in the salary range of the former class. In such event, the

reclassified employee's salary shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the salary range for the new class and no further application of the overfill or Y-rate protection provisions shall apply.

During the overfill period, the employee's name shall be certified to vacant positions in the former class: (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, their salary in the overfill class. In the event that the employee's salary in the overfill class is above the maximum salary rate for the lower class the employee shall be Y-rated.

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

I. Performance Evaluation for Step Advancement. Failure of an employee's supervisor to present the employee with a performance evaluation within 30 calendar days of the due date, unless an extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee as of the due date, and shall be considered to be a recommendation of step advancement effective on the due date by the appointing authority.

## **ARTICLE 6 EQUAL EMPLOYMENT OPPORTUNITY**

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, creed, 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 functions of the position. The parties also agree to support efforts intended to achieve equal employment opportunity as provided for in Federal, State, and County requirements.

## **ARTICLE 7 SAFETY**

The Union and the County agree that it is in the best interests of all concerned to provide a safe and healthy working environment. In order to assure that health or 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 immediate supervisor shall refer the matter to the Department Safety Representative. Each department had shall designate a Departmental Safety Representative.
- C. If the Departmental Safety Representative is unable to abate the hazard, the matter shall be referred to the County Safety Officer for resolution.

## **ARTICLE 8 INSURANCES**

### 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 14 and the plan document, the plan document for insurance specified below (medical, dental, vision, long term disability and life) is controlling. Copies of plan documents are available through the Personnel Department.

### **8.1 MEDICAL COVERAGE & FLEXIBLE HEALTH ALLOWANCE**

Members of this representation unit have the option of enrolling in the PERS medical program or the Operating Engineers Health & Welfare Trust Plan.

Beginning in calendar year 2010, the County and Union jointly agree to participate in a Flexible Health Allowance Program in accordance with Internal Revenue Code Section 125. The program will allow employees to participate in the direction of their health care dollars.

PERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) Program. Effective January 1, 2010, the County shall implement a Flexible Health Allowance Program (FHA). Employees must be enrolled in a PERS PEMHCA medical plan to participate. Enrollment status in a medical plan determines the level of Flexible Credit an employee is eligible to receive.

- A. Employees in this representation unit may enroll in a medical plan offered by PERS in accordance with the provisions of the PEMHCA Program or a PERS approved County offered alternate medical plan (Operating Engineers Health & Welfare Trust plan). 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 PEMHCA Program or any other PERS approved County offered alternate medical plan the following amount for active, eligible employees in budgeted positions who elect to participate in such program:

1. For the remainder of calendar year 2009, the County's monthly contribution toward health care costs for active employees shall be as follows:

Employee only: 95% of the 2009 premium for Blue Shield HMO.

Employee + one dependent: 75% of the 2009 premium for Blue Shield HMO.

Employee + two or more dependants: 75% of the 2009 premium for Blue Shield HMO.

2. Effective the pay period beginning November 14, 2009 (for the coverage period beginning January 1, 2010), the County will provide the following monthly benefit contribution for active employees:

- a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- (1) Employee only = 95% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 2b(1) below

- (2) Employee + one dependent = 75% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution 2b(2) below

- (3) Employee + two or more dependents = 75% of the 2010 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 2b(3) below

- b. PERS PEMHCA CONTRIBUTION

- (1) Employee only = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.

- (2) Employee + one dependent = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.

- (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.

3. Effective the pay period beginning November 13, 2010 (for the coverage period beginning January 1, 2011), the County will provide the following monthly benefit contribution for active employees:

- a. FLEX FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- (1) Employee only = 95% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3b(1) below

- (2) Employee + one dependent = 78% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution 3b(2) below

- (3) Employee + two or more dependents = 78% of the 2011 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 3b(3) below

- b. PERS PEMHCA CONTRIBUTION

- (1) Employee only = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.

- (2) Employee + one dependent = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.

- (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.

4. Effective the pay period beginning November 12, 2011 (for the coverage period beginning January 1, 2012), the County will provide the following monthly benefit contribution for active employees:

- a. FLEX FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- (1) Employee only = 95% of the 2012 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 4b(1) below
    - (2) Employee + one dependent = 80% of the 2012 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution 4b(2) below
    - (3) Employee + two or more dependents = 80% of the 2012 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 4b(3) below

- b. PERS PEMHCA CONTRIBUTION

- (1) Employee only = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.
    - (2) Employee + one dependent = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.
    - (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.

5. Effective the pay period beginning November 10, 2012 (for the coverage period beginning January 1, 2013), the County will provide the following monthly benefit contribution for active employees:

- a. FLEX FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- (1) Employee only = 95% of the 2013 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 5b(1) below
    - (2) Employee + one dependent = 81% of the 2013 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution 5b(2) below
    - (3) Employee + two or more dependents = 81% of the 2013 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 5b(3) below

- b. PERS PEMHCA CONTRIBUTION

- (1) Employee only = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.
    - (2) Employee + one dependent = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.
    - (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.

6. Effective the pay period beginning November 9, 2013 (for the coverage period beginning January 1, 2014), the County will provide the following monthly benefit contribution for active employees:

- a. FLEX FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- (1) Employee only = 95% of the 2014 Blue Shield Access (EXT) HMO premium less the PEMHCA contribution in 6b(1) below
    - (2) Employee + one dependent = 82% of the 2014 Blue Shield Access (EXT)

HMO premium less the PEMHCA contribution 6b(2) below  
(3) Employee + two or more dependents = 82% of the 2014 Blue Shield Access  
(EXT) HMO premium less the PEMHCA contribution in 6b(3) below

b. PERS PEMHCA CONTRIBUTION

- (1) Employee only = PEMCHA contribution will equal Article 8.7(a) or any statutorily required amount if applicable.
- (2) Employee + one dependent = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.
- (3) Employee + two or more dependents = PEMCHA contribution will equal Article 8.7 (a) or any statutorily required amount if applicable.

C. Contributions/Deductions

1. Employees in this representation unit hereby authorize the County to make payroll deductions in the amount equivalent to the remainder of the premium required for the PERS medical plans or the Operating Engineers Health & Welfare Trust plan in which they and their dependents are enrolled.
2. Employees hereby authorize the County to make payroll deductions for the payment of the required PERS administrative fee based upon the plan selected by the employee.
3. Should PERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contribution required by PERS.

D. For those employees not enrolled in the Operating Engineers Health & Welfare Trust plan, the County agrees to make the County's vision plan available and pay the premium for the employee only and to maintain the vision care benefit 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. The vision plan will permit the one-time enrollment of a dependent at any time through age five (5). All other dependents not enrolled in the vision plan when first eligible can only be enrolled in the vision plan during the open enrollment period. Any dependent who is enrolled under the vision plan must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year.

E. All dependents enrolled in a Health Plan must also be enrolled in the same dental plan as the employee.

F. The Operating Engineers Health & Welfare Trust provides the County written notice in advance of premium rate increases and of any proposed changes to the current level of benefits. The County and Union agree that employees with proof of alternate medical insurance may opt out of the Operating Engineers Health & Welfare Trust plan.

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 which may arise out of or by reason of actions taken or not taken by the Union, the Operating Engineers Health and Welfare Trust Fund, the Health and Welfare Trust Fund administrator, or by the County under the provisions of this Article (9.5), in administering the provisions of the Operating Engineers 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 Internal Revenue Codes.

#### H. P.E.R.S. Health Plans.

It is understood and agreed that Public Employees' Medical and Health Care Program statutes, regulations and policies shall govern eligibility, application for enrollment, coverage of employees and retirees and current and new dependents, termination of coverage of enrollees, available plans, plan design, and all other provisions related to health plans offered by P.E.R.S.

#### I. Survivor Coverage.

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

### **8.2 DENTAL PLAN**

The County agrees to pay the premium, and any increases, for eligible employees and dependents for dental coverage during the term of this agreement.

All dependents enrolled in the dental plan must be enrolled in the same dental plan as the employee.

### **8.3 LONG TERM DISABILITY**

Employees in this representation unit may make voluntary payroll deductions for the PORAC Long Term Disability Plan.

### **8.4 LIFE INSURANCE**

The County agrees to maintain and pay the premium for a Life Insurance plan for employees in this unit. The Life Insurance plan will be for the employee only, and shall be a \$50,000 term policy with an AD&D provision.

### **8.5 WHO AND WHEN COVERED**

#### A. Employee Insurances.

1. Deductions: For an employee appointed to a budgeted position, employee payroll deductions for coverage begin the first day of the first full pay period of employment for the Operating Engineers Health Plan. Deductions for coverage in the PERS medical plan begin the first pay period of employment. Employee payroll deductions for coverage cease in the pay period in which the employee separates for any reason from a budgeted position.
2. Coverage: Coverage begins the first day of the first full pay period after enrollment for the Operating Engineers medical plan, and dental, vision, and life insurance plans; coverage ceases at the end of the pay period in which the employee separates employment. Coverage under PERS medical plans begin the first day of the month following the date of hire. Coverage for PERS Health ceases the end of the month following the month of separation from employment.

#### B. Dependents Insurances.

1. Deductions: Employee payroll deductions for eligible dependents for the Operating Engineers Health plan and vision plan, if applicable, begin the first day of the first full pay period after the enrollment of eligible dependents. Deductions for eligible dependents for the PERS medical plan begin the first pay period of employment. Employee payroll deductions for eligible dependents cease in the pay period in which: (1) the employee separates for any reason from a budgeted position; or (2) the dependent is no longer eligible.
2. Coverage: Eligibility for dependents is determined under the applicable plan document for the medical plan, dental plan, and vision plan. In general, existing dependents must be enrolled at the same time as the employee---when the employee is appointed to a budgeted position. New dependents must be added to the medical plan, dental plan, and vision plan (if applicable), in accordance with the plan document for each of the insurance plans. Coverage begins the first day of the first full pay period after enrollment for the Operating Engineers Health plan, dental plan, and the vision plan; coverage ceases at the end of the pay period in which (1) the employee separates from a budgeted position, or (2) the dependent is no longer eligible. Coverage under PERS medical plans begins the first day of the month following the date of hire or enrollment; coverage generally ceases the end of the month following the month (1) the employee separates from employment, or (2) the dependent is no longer eligible.

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

As used herein (Article 9.6), payment "in advance" means the last working day of the pay period in which the payment is due. If the last day of the pay period is holiday, payment must be received by the Employee Insurance/Benefit Section in the County Personnel Department by 5:00 p.m. on the day preceding 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 insurance premiums in advance.

For continuance of medical (health) coverage through P.E.R.S., the employee must apply to P.E.R.S. 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 commence. This exception only applies to payment for life, long-term disability and dental insurances.

- 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., health, life, dental, 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 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 (9.6).

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

- a. The County's contribution towards employee's dental coverage and life insurance 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.

Employees are responsible for payments of the employee portion of contributions for dental and life insurances during any leave of absence without pay of one full pay period or longer. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under these plans.

- b. The County shall pay the employee-only portion towards health 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 s/he is receiving LTD benefits.

Employees are responsible for payment of the remainder of the health insurance premium contribution during any leave of absence without pay of one full pay period or longer. To continue coverage during the leave of absence without pay, the employee must apply in advance of the leave to the carrier 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.

## 8.7 RETIREE HEALTH

- A. Employees in this representation unit who retire through PERS, may enroll in a PERS medical plan or Operating Engineers Health & Welfare Trust medical plan, as provided under the PEMHCA and PERS regulations.

Effective with the coverage period beginning January 1, 2009, the County's maximum monthly contribution for retiree health care shall be increased by the 5% statutory amount required by CalPERS as follows: \$399.41 for employee only, \$554.91 for employee plus one dependent, and \$564.49 for employee plus two dependents.

Effective with the coverage period beginning January 1, 2010, January 1, 2011, January 1, 2012, January 1, 2013 and January 1, 2014, no change to Retiree Health (increased by PERS minimum only).

- B. Retirees or their survivors shall promptly notify the Operating Engineers Health & Welfare Trust Plan or PERS Health and the County of conditions which terminate eligibility.

- C. The Operating Engineers Health & Welfare Trust Plan shall bill the County monthly, and shall remit any monies collected for ineligible persons.
- D. The County shall not be billed or make payments for retired employee and/or their dependents who elect COBRA (or its amendments) coverage rather than coverage as retirees in the Operating Engineers Health & Welfare Trust Plan under the provisions of this Section (9.7).
- E. Healthcare/Benefits Cost Containment Committee.

A joint Union-Management Committee with equal representation of management and Union members will meet and further develop measures for reducing County costs (without shifting such costs to workers or reducing the level of benefits or quality of care). The committee will be responsible for exploring alternative health plans, including health plan options, retiree health, retiree health vesting schedules, GASB 45 and other post employment benefits for retirees, disability plans and dental changes or any other related topics on an as needed basis.

#### **ARTICLE 9 SCHEDULED HOURS**

The authorized hours of a budgeted position constitute the normally scheduled hours of work for an employee in that position (e.g., 80 hours in a pay period are the normal schedule of work hours for an employee in a full-time position, and 40 hours in a pay period are the normal schedule of work hours for an employee in a half-time position). However, "normal" work hours shall not be construed to mean a guarantee of hours of work. Scheduled hours of work for an employee may be less than those authorized for the position occupied by that employee because of decreased workload, weather, closure of facilities, and other short-term conditions.

The scheduled hours of work of an employee may be reduced on a continuing basis: (1) by mutual agreement between the employee and department, with the approval of the County Administrative Office; or (2) by Board of Supervisors action in accordance with Article 25. If an employee's scheduled work hours are reduced on a continuing basis, the authorized hours of the position should be reduced accordingly to avoid a negative impact on the employee.

It is also understood and agreed that no overtime or hours of paid leave beyond 80 in a pay period, including any straight time overtime, shall be a factor or credit for purposes of step advancement, contributions to PERS, paid leave accruals, pay differentials, or seniority accrual.

#### **ARTICLE 10 EFFECTIVE DATE OF TRANSACTION**

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 provision of this article: leaves of absence without pay, return from leave of absence without pay; displacement; work in a higher class appointment; return from work in a higher class appointment.

#### **ARTICLE 11 SICK LEAVE**

- A. Eligibility. Sick leave benefits shall only be provided to those employees in budgeted positions in classes assigned to the Law Enforcement Middle Management Unit. Sick leave benefits shall be provided in accordance with the following:
1. Full-time Employees. Each employee in a full-time position shall be entitled to receive sick leave after the completion of 1040 hours of service.
  2. Part-time Employees. Each employee in a part-time position shall be eligible to receive sick leave after completing hours of service equivalent to six (6) months, provided, however, that the six (6) months shall be determined by multiplying the authorized weekly number of hours for the position by twenty-six (26).
  3. Extra-Help Employees. Extra-help employees shall not earn sick leave.
  4. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of earning sick leave credit.
  5. Employees Reappointed from Layoff. Employees who are laid off and reappointed within a period of twenty-four (24) months of layoff shall receive credit for hours of service accumulated prior to layoff for purposes of determining eligibility for sick leave.
  6. LC4850 Leave. Employees who receive paid leave pursuant to California Labor Code 4850 shall not accrue sick leave.
- B. SICK LEAVE ALLOWANCE
1. Employees Reappointed from Layoff (within twenty-four (24) months)
    - a. Employees who were not eligible for sick leave conversion at the time of layoff shall, upon reappointment, be credited with all unused sick leave accrued at the time of layoff.
    - b. Conversion of unused sick leave at time of layoff eliminates all remaining accrued sick leave.
  2. Reinstated Employees. Employees granted reinstatement shall not receive credit for sick leave earned prior to their resignation.
  3. Accrual – Employees in the Law Enforcement Middle Management Unit.
    - a. Eligible full-time employees shall be credited with twenty-four (24) hours of sick leave upon completion of 1040 hours of service.
    - b. Eligible part-time employees shall be credited with sick leave on a prorated basis proportionate to the authorized hours of their position, upon completion of the required hours of service under subsection A. 2. of this Article.
    - c. Thereafter, each eligible part-time and full-time employee shall accumulate .0231 hours of sick leave for each subsequent completed hour of service (approximately 48 hours per year of service).

C. Permissible Uses.

1. Employee.

Sick leave may be used in case of a bona fide illness of the employee upon the approval of the department head.

2. Family.

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

- b. Effective the date of ratification of this contract, an employee may use all accrued sick leave to care for a family member as defined above.
  - c. The department head or designee may require certification from a physician of the adequacy of the reason for any absence.
- D. Limitations on Use.
- 1. Sick leave may not be used for willfully self-inflicted illness or injury, for illness or injury resulting from misconduct, or for illness or injury sustained on a leave of absence.
  - 2. Accrued sick leave may be prorated and added to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.
  - 3. An employee enrolled in the PORAC Long Term Disability Plan shall be allowed to receive the LTD benefit after the required plan waiting period of thirty (30) calendar days for non-industrial related disabilities and sixty (60) calendar days for industrial disabilities and will not be required to exhaust all accrued sick leave prior to receiving LTD benefits.
- E. Maximum Accrual. Sick leave may only be accrued up to a maximum balance of 1440 hours.
- F. Conversion of Sick Leave upon Separation.
- 1. Employees appointed to budgeted positions shall be eligible for conversion of unused sick leave upon separation as specified immediately below.
    - a. Full-time employees with 2080-10,400 Hours of Service. Any employee in a full-time budgeted position who separates from County employment in good standing, and who has completed 2080 to 10,400 hours of service prior to such separation shall thereupon be paid 10% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 430 hours.
    - b. Full-time employees with 10,401-20,800 Hours of Service. Any employee in a full-time budgeted position who separates from County employment in good standing, and who has completed 10,401 to 20,800 hours of service prior to such separation shall thereupon be paid 50% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 430 hours.
    - c. Full-time employees with 20,801 or More Hours of Service. Any employee in a full-time budgeted position who separates from County employment in good standing, and who has completed 20,801 or more hours of service prior to such separation shall thereupon be paid 75% of the monetary value of any unused sick leave then to the credit of such employee to a maximum of 430 hours.
    - d. Part-time Employees. Any employee in a part-time budgeted position shall be eligible for conversion of sick leave at the rates set forth in this section provided, however, that the hours of service required of part-time employees shall be computed on a prorated basis proportionate to the number of authorized hours for the employee's position.
  - 2. Computation. The monetary value of the unused sick leave shall be computed by multiplying the employee's regular hourly rate of compensation at the time of separation from employment by the number of hours of unused sick leave, not to exceed 430 hours.
  - 3. Elimination of Sick Leave. Conversion of sick leave at the time of separation extinguishes all remaining accrued sick leave.

## ARTICLE 12 HOLIDAYS

- A. 5 Day/8 Hour Schedule: Employees on the 5 day/8 hour schedule shall receive the holidays listed below.
  - 1. January 1 - New Year's Day
  - 2. The third Monday in January, known as "Martin Luther King Day"
  - 3. The third Monday in February, known as "Washington Day"
  - 4. March 31 known as "Cesar Chavez Day"

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

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

Statewide and local election days shall be regular County work days.

B. General Provisions

1. Abnormal Work Schedule. Employees whose weekly work schedule is different from a normal 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. This does not apply to employees on a 4/10 schedule, see B.4. below for the rule that applies to that schedule.
2. During Paid Leave. A holiday falling within a period of leave with pay shall not constitute a day of paid leave.
3. Qualifications for Pay. In order to qualify for a holiday compensation, the employee is required to work or be in a paid status (e.g., vacation, sick leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.
4. Sheriff's Department Employees on 4/10 Schedule. Sheriff's Department employees on the 4 day/10 hour schedule shall receive one 10 hour day off per month (i.e., 12 days per year) in lieu of the prescribed holidays, and are excluded from the provisions of Part A of this section (Holidays).

C. Holiday Compensation - Regular Part-Time Employees. Employees working in budgeted part-time positions that require between 20 and 39 hours per week shall receive holiday benefits as follows:

1. Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a-week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week).
2. Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by salary at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.
3. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (i.e., vacation, sick leave, etc.) his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

## ARTICLE 13 VACATION

### 13.1 ELIGIBILITY

Vacation benefits shall be provided in accordance with the following:

- A. Full-Time Employees. Each employee in a full-time position shall be entitled to receive a vacation after completion of 2080 hours of service from date of original appointment to a budgeted position.

No vacation shall accrue or be available to the employee prior to the completion of the required 2080 hours.

- B. Part-Time Employees. Each employee in a part-time position shall be eligible to receive vacation after completing hours of service equivalent to one year, provided, however, that the one-year of service shall be determined by multiplying the authorized weekly number of hours for the position by 52.

No vacation shall accrue or be available to the employee prior to completion of the required hours of service equivalent to one year.

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

### 13.2 VACATION ALLOWANCE

- A. Newly Appointed Employees on the 5 Day/8 Hour Work Schedule.
1. Eligible full-time employees newly appointed shall be credited with 112 hours of vacation upon completion of 2080 hours of service.
  2. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A 2 of this section.
  3. Thereafter each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:

2080 - 10,400 hours of service (approximately 1 through 5 years); .0538 hours per hour of service (approximately 112 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 6 through 10 years); .0731 hours per hour of service (approximately 152 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 11 through 15 years); .0923 hours per hour of service (approximately 192 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over); .1115 hours per hour of service (approximately 232 hours per year of full-time service).

- B. Newly Appointed Employees on the 4 Day/10 Hour Work Schedule.
1. Each eligible full-time employee newly appointed shall be credited with 86 hours vacation upon completion of 2080 hours of service.

2. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A 2 of this section.
3. Thereafter, each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:

2080 - 10,400 hours of service (approximately 1 through 5 years); .0452 hours per hour of service (approximately 86 hours per year of full-time service).

10,401 - 20,800 hours of service (approximately 6 through 10 years); .0644 hours per hour of service (approximately 126 hours per year of full-time service).

20,801 - 31,200 hours of service (approximately 11 through 15 years); .0837 hours per hour of service (approximately 166 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over); .1029 hours per hour of service (approximately 206 hours per year of full-time service).

C. Employees Moving from One Vacation Schedule to Another.

Current employees who move from one vacation schedule to another shall retain their accumulated vacation credits and accrue vacation leave at the appropriate rate under the new schedule.

Should such employee's accrued vacation credits exceed the maximum accrual under the new schedule, the excess hours shall be credited toward sick leave to the maximum allowable.

D. Employees Reappointed from Layoff (within 24 months).

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

### 13.3 LIMITATIONS ON USE

- A. At Convenience of Department. Vacation shall be taken at times designated by the various department heads.
- B. Maximum Accrual. No employee shall be allowed to accrue more than 2.5 times the annual vacation accrual rate indicated for their length of service on the 5 day/8 hour vacation accrual schedule.
- C. Increments. Department heads may allow employees to take vacation time off in increments as small as .01 hours.
- D. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
- E. Middle Management - Vacation Loss Protection. To the extent that a department is unable to schedule vacation time off for an employee in this unit, the vacation time of such which would otherwise be lost due to being in excess of the maximum accrual rates shall instead be compensated in cash.

On and after August 14, 1993, employees shall no longer be eligible for compensation in cash for vacation in excess of the maximum accrual rate except when so specified in an emergency declared by the County Administrative Officer.

- F. No Duplication with Worker's Compensation. Accrued vacation may be prorated to add to Worker's Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

#### 13.4 VACATION PAYOFF UPON SEPARATION

Full-time and part-time employees who are eligible for vacation under subsection A of this section shall be paid the monetary value of any earned vacation to their credit at the time they separate from the County service. Such payoff shall be computed by multiplying the number of earned vacation hours to the employee's credit at the time of separation by the employee's hourly salary step. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

#### ARTICLE 14 OVERTIME

- A. Definitions. For purposes of this Article, the following terms are defined:
1. "Holiday" means those days specified in Article 13 of this agreement to be County holidays.
  2. "Two-Week Work Period" means an 80-hour period during two weeks, commencing Friday at midnight (12:01 a.m. Saturday) and ending the second Friday thereafter at midnight (12 a.m.).
  3. "Overtime". For management employees, compensable overtime means authorized time worked in excess of 90 hours per two-week work period. Management employees are considered salaried under F.L.S.A.
- B. Authorization. Provided the budgetary limits are not exceeded, department heads may authorize overtime for employees within their department when the workload in the department dictates the need.
1. Emergencies. In cases of emergency, budgetary limits may be exceeded but department heads shall report the action to the County Administrative Officer on the first regular work day following the performance of the overtime worked.
  2. Advanced Approval Required. Employees cannot work overtime without the advance approval of department heads or their designated agents.
  3. Time Off at Convenience of Department. Time off in lieu of overtime pay shall be granted at the convenience of the department head.
  4. Eligibility. All employees are eligible for overtime pay except as otherwise provided herein.
  5. Exclusion from Eligibility. Employees may be excluded from overtime. Such exclusions shall be made according to position or class by the Board of Supervisors. In cases of emergency declared by the Board, the Board may authorize compensation for overtime to otherwise excluded employees.
- C. Computation. Unless specifically provided immediately below, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: vacation, sick leave, compensatory time off, paid leave for participation in County examinations or selection interviews or for purposes of donating blood, pay for time not worked in the event of a natural disaster, mandatory leave with pay, and required court leave.
1. Holidays.
    - a. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for the purposes of computing overtime.

A court appearance as defined by Article 35 shall not constitute work on a holiday.

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

D. Compensation.

1. For management employees eligible to receive compensation for overtime, the first sixty-seven (67) hours of authorized overtime shall be credited as compensatory time earned at time and one-half for each overtime hour worked. Any balance of compensatory time existing upon separation shall be compensated in cash at one and one-half times the employee's regular hourly rate.
2. For management employees eligible to receive compensation for overtime, any authorized overtime hours worked beyond sixty-seven (67) hours shall not be compensated. (Sixty-seven hours of overtime work will result in a compensatory time off balance of 100.5 hours.)
3. In the event of a strike by non-management employees or an emergency, the County Administrative Officer may authorize cash payment for compensable overtime hours.
4. Also see Article 33 regarding payoff of accrued compensatory time upon appointment to a position in this representation unit.

## **ARTICLE 15 DIFFERENTIALS**

### **15.1 NIGHT SHIFT DIFFERENTIAL**

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

### **15.2 DETECTIVE DIFFERENTIAL**

One Lieutenant permanently assigned to the Investigations Division shall receive a 5% pay differential above their base hourly rate effective March 10, 2007.

### **15.3 SENIOR LIEUTENANT DIFFERENTIAL**

- A. Effective the pay period beginning December 24, 2011, the 3% Sr. Lieutenant Differential deferred from June 13, 2009, shall be implemented. Eligible employees in the classification of Lieutenant shall be paid at the rate of three percent (3%) above their base hourly rate. In order to be eligible for this differential, employees must have 29,121 County service hours of law enforcement experience with Santa Cruz County Sheriff's Office and must possess a POST Management Certificate.

Experience as a Santa Cruz County Correctional Officer may be counted as experience under this section upon the approval of the Sheriff.

- B. As further consideration for the deferral and for the ongoing efforts to deal with recruitment and retention issues for the Law Enforcement Middle Management Representation Unit, an additional Sr. Lieutenant Differential of 3% at the beginning of 25 years (49,921 County service hours) of Santa Cruz County Sheriff's Office law enforcement experience will be implemented for the first full pay period in January 2013.

Experience as a Santa Cruz County Correctional Officer may be counted as experience under this section upon the approval of the Sheriff.

- C. Newly appointed members of this class who are otherwise eligible to receive the Senior Sergeant Differential defined in the MOU for the lower class of Sergeant will continue to receive such differential, upon promotion to the class of Lieutenant, for a period of two years until they receive their Management Certificate. If the employee does not obtain the Management Certificate within 24 months from the date of promotion, the employee is no longer eligible for this differential until such time that the employee obtains the POST Management Certificate.

## ARTICLE 16 CALL BACK PAY

- A. Defined. Employees who are ordered to return to their work site or another specified work site by the Department Head or a designated representative following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (17).

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

Travel time to and from the work site shall not be considered time worked, unless the employee engages in productive work en route to the job site.

- B. Compensation. Employees who are called back shall be compensated for the actual time worked with a minimum of two (2) hours of overtime compensation being allowed for all periods less than two (2) hours. Overtime call back compensation shall be administered consistent with the provisions of Article 15.

## ARTICLE 17 RETIREMENT PLAN

- A. Effective February 2, 1991, employees in this representation unit will pay the P.E.R.S. employees contribution, and the County will no longer pay the employees' PERS contribution. Employees do not have the option to choose to have the County pay the employee PERS contribution instead of it being paid by the employee.
- B. The County agrees to maintain the 3% at age 50 P.E.R.S. retirement plan for all safety members in this representation unit.
- C. For informational purposes only, the P.E.R.S. survivors benefit was increased to the third level (as provided in Government Code Section 21382.4) for safety employees in this unit during the July 9, 1988 -August 3, 1990 Memorandum of Understanding.
- D. Implementation of IRC Section 414(h)(2).

Pursuant to Section 414(h)(2), the County designates the amount that the employee is required to pay for PERS retirement benefits (9.0% as of the beginning of this Agreement) as being "picked-up" by the County and treated as employer contributions for tax purposes only. By having the County use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional costs to the County. The parties agree that, in the event that the law changes such that costs are imposed on the County for exercising the employer pick-up option under IRC Section 414(h)(2), the County shall immediately cease designating the employee contributions as being "picked-up" by the County and such PERS contributions shall revert to being made on a post-tax basis.

- E. Military Service Credit. Subject to the agreement of other Safety employee groups, the County and Union agree to implement the PERS Military Service Credit Option. Implementation will be on a no cost basis to the County.
- F. The County provides the single highest year option under the P.E.R.S. retirement plan for members in this representation unit.

## ARTICLE 18 REQUIRED COURT LEAVE

- A. Regular Employees.
  - 1. All employees except extra-help shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
    - a. as jurors; or
    - b. as witnesses on behalf of the County, unless such service is part of the employee's work assignment; or
    - c. as witnesses, as required by subpoena based on their occupational expertise as employees of the County, unless such service is part of the employee's work assignment.
  - 2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their County positions during the period of required court attendance.
  - 3. Any regular employee assigned to swing or graveyard shift shall, for the hours of required court leave, be entitled to an equal amount of time off as leave with pay during the same work period.
  - 4. Employees 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.
- B. Extra-Help Employees. Extra-help employees scheduled to work on a day when required to serve as jurors in a court of law shall be granted leave with pay for jury duty only.
- C. Salary While On Jury Duty. No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the County the fee for jury duty. If they have not so waived or remitted the jury fee, they shall be paid only for the time actually worked in the County positions.

## ARTICLE 19 LEAVE OF ABSENCE WITHOUT PAY

- A. General Provisions. The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and shall be with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. No department shall grant a leave of absence without pay without the prior approval of both the Personnel Director and Risk Manager when an employee has indicated that he/she intends to terminate or is terminating from regular County service.
- B. Departmental Leave of Absence Without Pay through 160 Working Hours. A departmental leave of absence without pay shall not exceed 152 consecutive working hours for a full-time employee and shall not exceed hours proportionate to 152 for a full-part-time employee (e.g., a departmental leave of absence without pay shall not exceed 76 hours for an employee whose scheduled hours are 20 per week, or 114 hours for an employee whose scheduled hours are 30 per week).
  - 1. Permanent and Non-Civil Service Employees. The appointing authority may grant an employee who has permanent or non-Civil Service status in their present class a leave of absence without pay for the purpose of improving their training for their position or

- career in the County Service, or in the case of extended illness for which paid leave is not available, or in the event of urgent personal affairs that require the full attention of the employee, or as may be required by Federal or State Family Leave Acts.
2. Probationary and Provisional Employees on Original Appointment. The appointing authority may grant a leave of absence without pay to employees on an original appointment with probationary or provisional status in the case of illness or where such leave is clearly in the best interest of the County and urgent personal affairs require the full attention of the employee, or as may be required by Federal or State Family Leave Acts.
  3. Extra-Help Employees. Extra-help employees are not eligible for leave of absence without pay.
- C. County Leaves of Absence Without Pay in Excess of 160 Working Hours. Permanent employees may be granted a leave of absence without pay in excess of 160 hours (prorated for part-time employees) under the circumstances described in this Article, subject to the prior approval of the Personnel Director, so long as their most recent performance evaluation on file has an overall rating of "meets standards" or higher. Pursuant to Civil Service Rule XI. B., the maximum period of leave of absence without pay is one (1) year.
- D. Right of Return.
1. Permanent Employees. The granting of a leave of absence without pay to an employee who has permanent status in her/his present class guarantees the employee's right to return to a position in the same class in the department at the expiration of the leave, or an earlier date mutually agreed upon by the department and the employee.
  2. Probationary and Provisional Employees on Original Appointment and Non-Civil Service Employees. The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status or in a position with non-Civil Service status does not guarantee the right of return.
  3. Notwithstanding the provisions of this Article (20), employees returning from an approved Family Care or Medical Leave of Absence shall have the right to return to the same or equivalent position as required by Federal or State Law.
- E. Effect of Leave of Absence Without Pay on Service Hours. Leaves of absence without pay shall be deducted from hours served for purposes of step advancement, probationary period, and County service, except as may be required by Workers' Compensation provisions.
- F. Continuation of Insurance Benefits During Leave Without Pay. To assure continuation of insurance benefits, employees must notify the Employee Insurances/Benefits Section of the County Personnel Department when granted a leave of absence without pay in excess of one pay period.
- G. Limitation on Use.
1. Employees enrolled in the PORAC Long Term Disability Plan shall be allowed to receive the LTD benefit after the required plan waiting period for thirty (30) calendar days for non-industrial related disabilities and sixty (60) calendar days for industrial disabilities and will not be required to exhaust all accrued sick leave prior to receiving LTD benefits.
  2. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence.
  3. Departments may establish conditions pertaining to the period of leave of absence without pay and requirements for return from such leave, and shall inform employees of those conditions and requirements prior to approving any leave.
  4. Specific beginning and ending dates must be identified for any leave without pay.
  5. Paid leave shall not be received or earned for any period of leave of absence without pay.
- H. Failure to Return. Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned.

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at reasonable cost. Except as otherwise provided in this agreement, the parties agree to support changes initiated by the County which are intended to increase the efficiency or effectiveness of County operations.

#### **ARTICLE 21 CAREER INCENTIVE PROGRAM**

1. Employees in the Law Enforcement Middle Management Representation Unit who possess a POST Advanced Certificate as issued by the State of California Department of Justice shall be paid an hourly rate equivalent to 2-1/2% above their regular base salary rate for career incentive.
2. Sergeants who promoted on or after June 27, 1997 to the rank of Lieutenant and who were receiving 4% for a POST Advanced Certificate as a Sergeant shall receive 5% for possession of a POST Advanced Certificate as a Lieutenant for up to 24 months pending receipt of the POST Management Certificate. This provision shall be effective June 13, 1998
3. Employees in the Law Enforcement Middle Management Representation Unit who possess a POST Management Certificate as issued by the State of California Department of Justice shall be paid an hourly rate equivalent to 5% above their regular base salary rate for career incentive. Effective the first pay period in January 2008, the POST Management Certificate pay shall be increased to 5.5%.
4. No employee will receive career incentive under more than one paragraph above.

#### **ARTICLE 22 MEAL ALLOWANCE**

Management employees shall be entitled to meal allowance payments when required to work away from home on County business for a minimum of two hours after the end of the regular work day, or two hours before the beginning of the regular work day, or when required to work away from home on County business on a day which is not a regular work day for a minimum of four hours. The meal allowance payments shall be in the amount of the maximum rates specified in Section 100 of Title I of the County Procedures Manual.

#### **ARTICLE 23 GRIEVANCE PROCEDURE**

The County and Union recognize that early settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the Union. 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 Law Enforcement Middle Management Representation Unit, the procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

##### **A. Definition**

1. A grievance may only be filed if it relates to:
  - a. A management interpretation of application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment; or
  - b. A management interpretation of application of the County Procedures Manual, Section 160, Salary, Compensation and Leave Provisions, which directly applies to employees in the Law Enforcement Middle Management Representation Unit and which adversely affects the employee's wages, hours, or conditions of employment.
2. Specifically excluded from the grievance procedure are:

- a. Subjects involving amendment or change of a Board of Supervisors resolution, ordinance, or minute order;
- b. Dismissals, suspension, or reduction in rank or classification;
- c. Probationary dismissals upon original appointment;
- d. Content of performance evaluations;
- e. Leaves of Absence, Article 20; and
- f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
- g. Affirmative action or harassment complaints.
- h. Complaints regarding Worker's Compensation or the applicable procedures for such complaints.
- i. Complaints regarding occupational health and safety or the applicable procedures for such complaints. (Failure by the County to follow the process specified in Article 6 is grievable.)

#### B. Presentation

Employees shall have the right to present their own 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.

#### C. General Provisions

1. The provisions of this Article shall not abridge any rights to which an employee may be entitled under the County's limited civil service system, or merit employment system, nor shall it be administered in a manner which would abrogate any power which, under the limited civil service system, or merit employment system, is the sole province and discretion of the Civil Service Commission.
2. Failure of the employee to file a grievance or an appeal within the required time limits at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit of any step shall result in an automatic advancement of the grievance to the next step.
3. In no event shall any grievance include a claim for money relief for more than a sixty (60) day period prior to filing of the grievance.
4. Time limits specified in the processing of grievances may be waived by mutual agreement in writing.
5. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.
6. No hearing officer shall entertain, or make finding of fact or recommend on any dispute unless such dispute involves a position in this unit and unless such dispute falls within the definition of a grievance as set forth in the Article.

#### D. Procedure

##### 1. Informal Grievance

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

##### 2. Formal Grievance

###### a. STEP 1

Within twenty (20) calendar days of occurrence of discovery of an alleged grievance, the grievance may be presented to the department head or designated representative with a copy to the Personnel Director. The grievance shall be submitted on a County of Santa Cruz Grievance Form and shall contain the following information:

- (1). The name of the grievant;
- (2). The specific nature of the grievance;
- (3). The date, time and place of occurrence;
- (4). Specific provision(s) of the Memorandum of Understanding or Section 160 of the County Procedures Manual alleged to have been violated;
- (5). Any steps that were taken to secure informal resolution;
- (6). The corrective action desired; and
- (7). The name of any person or representative chosen by the employee to enter the grievance.

The employee shall be allowed reasonable time to meet with a designated steward. A reasonable amount of time will be granted the employee and steward to handle the initial investigation and processing of the grievance. The steward may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

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

b. STEP 2

If the aggrieved is not satisfied with the first step decision, 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.

c. STEP 3

The decision(s) of the Personnel Director may be appealed within seven (7) calendar days to a hearing panel which is comprised of the Civil Service Commission. The written appeal shall be filed with the Personnel Director. The decision of the hearing panel shall be final and binding on all parties.

## **ARTICLE 24 LAYOFF PROVISIONS**

### **24.1 DEFINITIONS**

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.

### **24.2 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.

### **24.3 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.

### **24.4 SCOPE OF APPLICATION**

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

The County Personnel Department shall provide affected employees with two (2) weeks written notice of layoff and/or displacement.

Layoff provisions shall not apply to a temporary layoff declared under the authority of the Board of Supervisors of less than four (4) cumulative weeks per fiscal year.

### **24.5 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 working in the affected class(es) who have received a substandard evaluation on their last two scheduled performance evaluations shall be laid off next in reverse order of seniority, as defined in 25.7, below; and
- F. Permanent employees shall be laid off last in reverse order of seniority as defined below in "25.7."

### **24.6 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF**

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. (An employee cannot displace to a higher class.)

If an employee who is to be laid off had permanent status in an equal or lower class in the department in which layoff occurs, such employee shall be offered a vacant position in the equal or lower class in the department or he/she may displace an employee of that department having less seniority as defined in 25.7. Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she has rights. Should an employee have the right to displace to two or more equal, lower classes, he/ she shall displace first to the most recently occupied equal class.

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

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

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

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

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

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

#### **24.8 OPPORTUNITY FOR EMPLOYEE REVIEW**

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

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

#### **24.9 RETENTION OF REEMPLOYMENT LIST STATUS**

Laid off employees having permanent status at the time of lay off, 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 bloc in no particular order.

##### **A. Departmental Reemployment Lists**

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

A department may request selective certification of bilingually qualified employees from a Departmental Reemployment List for a vacant position that is designated as bilingual. 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. Countywide Reemployment Lists**

If an opening occurs in a class in departments other than the one in which the layoff took place, the Personnel Director shall certify the County-wide Overfill Lists for that class to the other department(s).

If there is no County-wide Overfill List for the class, the next list to be certified shall be the County-wide Reemployment List. Names on such a County-wide Reemployment List shall be certified together as a bloc in no particular order.

A department may request selective certification of bilingually qualified employees from a County-wide Overfill List for a vacant position that is designated as bilingual. 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**

D. 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.

#### **24.10 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.

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

Notwithstanding any other provisions of this Article (Article 28), 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 with out regard to other provisions of the Article.

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

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

- A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series.
- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.
- C. Each performance evaluation pursuant to Civil Service Rule X (A) received in both classes had an overall rating of satisfactory or better.
- D. The employee submits a written request to his/her appointing authority which specified the class in which he/she wishes to have permanent status for purposes of layoff applied, and the appointing authority concurs with C, above.
- E. The Personnel Director verifies that sufficient hours of service were attained in probationary status, service in the two classes was continuous and uninterrupted, and that the two classes are in the same class series.

## ARTICLE 25 ADMINISTRATIVE LEAVE

### A. Eligibility.

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

### B. Initial Credit Upon Appointment

#### 1. Initial Credit.

- a. Full-time Management Employees. Eligible employees in full-time positions shall be advanced an initial credit of 40 hours of administrative leave at the time of appointment to a management position.
  - b. Part-time Management Employees. Eligible employees in part-time positions shall be advanced an initial credit of administrative leave equal to the number of authorized weekly hours of their position at the time of appointment to management position.
  - c. Initial Credit Earnings and Limitations. The initial credit of 40 hours advanced to eligible employees is earned at the rate of .0192 hours for each hour of service following appointment to a management position. Initial credit for administrative leave is earned by the employee only during their first year of employment in a management position or during their first year of employment upon reappointment to a management position provided that a 24 month period has elapsed since their previous employment as a County Management employee.
2. Should an employee's scheduled hours change during the first year of employment in or reappointment to a management position, no change shall be made in the initial credit received by the employee.
  3. Should the employee not work sufficient hours during the first year of employment to earn credit for the initial hours advanced, the unearned advanced administrative leave shall be deducted from continuing administrative leave or vacation hours to the employee's credit.

### C. Continuing Administrative Leave. In addition to the initial credit of administrative leave provided in paragraphs 1 and 2 of subsection B of this section, each eligible employee shall earn .0385 hours of administrative leave for each hour of service (approximately 80 hours per year full-time employees) in a part-time or full-time position designated as Management.

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

- E. Maximum Accrual. No Management employee shall be permitted to accrue more than 120 hours of administrative leave to their credit.
- F. Separation from a Management Position.
  - 1. Employees who separate from a Management position shall be paid off for any administrative leave to their credit, except as note below.
  - 2. Use of Initial Credit Before Earned. Employees who, for any reason, separate from a management position prior to earning in full the initial credit of administrative leave shall have any administrative leave or vacation leave hours their credit thereupon reduced to the extent the initial credit has been used but not yet earned. In the event the employees do not have sufficient administrative leave or vacation leave hours to their credit to permit the deduction of unearned advanced administrative leave, the monetary value of the unearned advanced administrative leave shall be offset against the separation pay of the employee or otherwise be a charge against the employee.

## **ARTICLE 26 PREMIUM PAY - GENERAL**

### A. Applied to Base Hourly Rate.

Each type of premium pay (e.g., Night Shift Differential) shall be applied separately against the base hourly rate of the employee receiving the premium(s).

### B. Not Applied to Overtime

Premium pay differentials shall not apply to overtime worked.

## **ARTICLE 27 AUTOMOBILE MILEAGE REIMBURSEMENT**

- A. The County agrees to reimburse employees for authorized use of their private automobiles on County business at the Internal Revenue Service maximum allowable rate.

Changes to this 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.

- B. Payment of mileage reimbursement for any travel on County business provides compensation for all direct and indirect costs associated with ownership, insurance (including deductible), maintenance and operation of the employee's automobile for all mileage for any County business travel.
- C. Employees must be authorized to use their private automobile(s) on County business by the County Administrative Office. Effective March 1, 1983, each employee must provide proof of insurance coverage on the automobile(s) to be driven on County business in an amount not less than:
  - 1. \$100,000 per accident bodily injury and \$50,000 per accident property damage; or
  - 2. \$100,000 combined single limit for auto liability, including bodily injury and property damage.

## **ARTICLE 28 ROTATION AND REASSIGNMENT EXPECTED AND NORMAL**

It is understood and agreed that public safety officers covered by this Memorandum are expected to rotate among shifts and are subject to periodic reassignment among functions and geographic areas as a normal part of their work and that such changes are not punitive even though employees may lose (or gain) eligibility for compensation items (such as night shift differential or on-call pay) or benefit items

(such as vacation accrual or holidays) in accordance with the provisions of this Memorandum as a result of such rotation or reassignment.

#### **ARTICLE 29 ABSENCE WITHOUT LEAVE**

An employee absent from duty without authorized leave for a period which exceeds three (3) working days shall be considered to have abandoned his/her position and to have automatically resigned.

The appointing authority shall rescind such resignation if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contacts the department at the first opportunity.

The employee may appeal the appointing authority's determination to the Civil Service Commission within the time provided for in County Code Section 3.24.030. The appeal is limited solely to the questions of whether it was impossible for the employee to contact the department of employment, and did contact the department at the first opportunity.

#### **ARTICLE 30 UNIFORMS**

The County agrees to provide replacements for worn out or damaged uniforms for employees in this unit, provided that uniform items are not damaged through gross negligence. Items covered by this program are: shirts, pants, jackets, shoes, hats, and ties. Uniforms replaced under this provision shall be replaced on an equivalent class basis; i.e., Class A pants may be exchanged for Class A pants. These items are not to be used other than while working for the County or while traveling to and from work.

#### **ARTICLE 31 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 parents 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 32 PAYOFF OF COMPENSATORY TIME UPON APPOINTMENT TO UNIT**

An employee who is appointed to a position in the Law Enforcement Middle Management Representation Unit shall have any accrued compensatory time to his/her credit paid off at the time of appointment to this unit at the hourly rate salary for the previous class.

#### **ARTICLE 33 BODY ARMOR**

The County agrees to refurbish, repair or replace body armor, as appropriate, in accordance with manufacturer specifications. The cost to the County for such refurbishment, repair, or replacement of an employee's body armor shall be the actual cost of the refurbishment, repair or replacement during the life of this agreement.

## **ARTICLE 34 COURT APPEARANCE PAY**

1. Court Appearance - Subpoenaed as Arresting Officer. Employees in this representation unit who, as the arresting officer, are required to appear in court at a time other than their regular shift shall receive \$100.00 for that day's court appearances. (Coding of the timecard for receipt of the \$100.00 payment shall be specified by the Auditor's Office.) Time spent in court appearances when subpoenaed as the arresting officer shall not be considered time worked.
2. Court Appearances - Other Subpoenas. Time actually spent in court appearances for any other subpoenas (i.e., when not the arresting officer) shall count, along with other time worked, towards compensatory time.
3. General. No employee shall be compensated for court appearance pay and court leave simultaneously.

## **ARTICLE 35 FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.

## **ARTICLE 36 OTHER PROVISIONS**

Existing and newly appointed employees in this representation unit will have their paychecks automatically deposited in a participating financial institution. New employees have two pay periods from the date of appointment to complete a payroll authorization form for a participating financial institution. Payroll authorization forms are available from the employee's departmental payroll clerk.

## **ARTICLE 37 UNPAID DAYS OFF**

The County agrees that there will be no temporary layoffs for this representation unit during the term of this agreement.

## **ARTICLE 38 SEVERABILITY**

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

## **ARTICLE 39 ECONOMIC REOPENER FOR FISCAL EMERGENCIES**

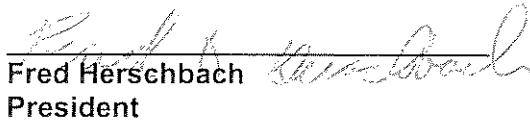
If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiation on any economic issues including but not limited to wages, health benefits and retirement. Negotiations shall commence within 10 days of notice from the County. If the parties do not reach agreement within 30 days after commencement of negotiations,

they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.


**OPERATING ENGINEERS LOCAL 3  
NEGOTIATING TEAM:**



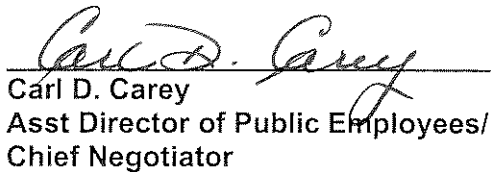
Russ Burns  
Business Manager



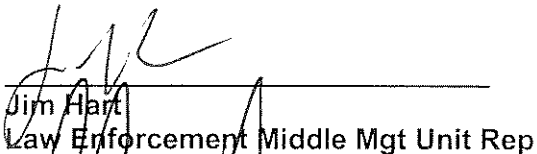
Fred Herschbach  
President



Don Dietrich  
Director of Public Employees



Carl D. Carey  
Asst Director of Public Employees/  
Chief Negotiator



Jim Hart  
Law Enforcement Middle Mgt Unit Rep

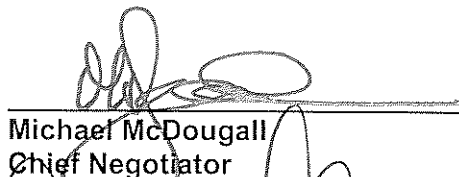


Amy Christey  
Law Enforcement Middle Mgt Unit Rep

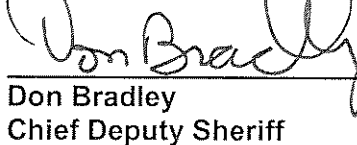


William Gazza  
President, Deputy Sheriff's Assoc.

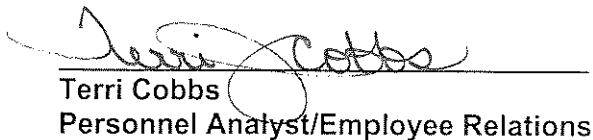
**COUNTY NEGOTIATING TEAM:**



Michael McDougall  
Chief Negotiator



Don Bradley  
Chief Deputy Sheriff



Terri Cobbs  
Personnel Analyst/Employee Relations



Nisha Patel  
Personnel Analyst/Employment Services

July 1, 2009 – June 30, 2014

**Reviews of Total Compensation  
And  
Recognition of Essential Services Provided by Law Enforcement Middle Management Unit**

**1) Intent:**

Representatives from the County Administrative Office, Sheriff's Department and the Personnel Department have met with Operating Engineers Local Union 3 on behalf of the Law Enforcement Unit, Law Enforcement Sheriffs Supervisory Unit and Law Enforcement Middle Management Unit. The benefit derived to the community from the work of Sheriff's Office law enforcement employees is essential.

The County of Santa Cruz strives to employ highly trained and experienced law enforcement employees. In an effort to focus on the recruitment and retention of these employees, the parties agree to work collaboratively to measure the total compensation of law enforcement employees. Upon the expiration of any existing contract, the County and Operating Engineers Local Union 3 will jointly complete an eight County (Contra Costa, Marin, Monterey, Napa, San Mateo, Santa Clara, Solano, and Sonoma) comparable total compensation study, the elements of the study will include maximum monthly salary, percentage employer pays of employee retirement, FICA, longevity pay, maximum contribution to health, dental, life insurance, and long term disability. While the County of Santa Cruz does not tie salaries and compensation to local city jurisdictions, the County recognizes the importance of competitive salaries for the local jurisdiction as a recruitment and retention tool. To that end, the County and Operating Engineers Local Union 3 will also complete a total compensation study for the four City jurisdictions within the County. The County and Operating Engineers Union Local 3 will utilize the city and county market data to review the impacts of any effects to recruitment and retention as it relates to Santa Cruz County.

The County and Operating Engineers Union Local 3 intend to make every effort to provide a compensation package over the term of a new contract that recognizes the significant scope of the duties and responsibilities of a Santa Cruz County Sheriff Office law enforcement employee when compared to those lesser duties and responsibilities of the four City jurisdictions within Santa Cruz County. To this end, the parties will strive to structure this compensation package in such a way as it results in a Santa Cruz County law enforcement employee receiving a higher compensation that their counter parts in the four local City jurisdictions.

**2) Implementation in 2012-13:**

On or before July 1, 2013, the County and Operating Engineers Local Union 3 will conduct a total compensation study for the four City jurisdictions within the County. The format for the study will include the elements described above for the eight County surveys. Upon completion of the total compensation study, the parties may reopen the MOU for negotiation on economic issues including but not limited to wages, health benefits and retirement to determine if changes to this agreement are appropriate. Nothing in this section is a guarantee that compensation will be increased as a result of the reviews contemplated in this section.