

Santa Cruz County  
Sheriffs' Supervisory Representation Unit  
**MEMORANDUM OF UNDERSTANDING**  
July 1, 2020 – June 30, 2026  
**TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>MEMORANDUM OF UNDERSTANDING - INTRODUCTION</b>
<b>ARTICLE 2</b>	<b>RECOGNITION</b>
<b>ARTICLE 3</b>	<b>PEACEFUL PERFORMANCE OF COUNTY SERVICES</b>
<b>ARTICLE 4</b>	<b>COMPLIANCE WITH MEMORANDUM</b>
<b>ARTICLE 5</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>
<b>ARTICLE 6</b>	<b>SAFETY</b>
<b>ARTICLE 7</b>	<b>SHERIFF'S VEHICLES - SAFETY INSPECTION</b>
<b>ARTICLE 8</b>	<b>PRODUCTIVITY</b>
<b>ARTICLE 9</b>	<b>ROTATION AND REASSIGNMENT EXPECTED AND NORMAL</b>
<b>ARTICLE 10</b>	<b>EFFECTIVE DATE OF TRANSACTION</b>
<b>ARTICLE 11</b>	<b>SCHEDULED HOURS</b>
<b>ARTICLE 12</b>	<b>PAY</b>
<b>ARTICLE 13</b>	<b>RETIREMENT</b>
<b>ARTICLE 14</b>	<b>INSURANCES</b>
14.1	<b>MEDICAL PLAN</b>
14.2	<b>DENTAL PLAN</b>
14.3	<b>VISION PLAN</b>
14.4	<b>LONG TERM DISABILITY</b>
14.5	<b>LIFE INSURANCE</b>
14.6	<b>WHO AND WHEN COVERED</b>
14.7	<b>CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY</b>
14.8	<b>RETIREE HEALTH</b>
14.9	<b>RETIREMENT MEDICAL TRUST</b>
<b>ARTICLE 15</b>	<b>OVERTIME</b>
<b>ARTICLE 16</b>	<b>ON CALL DUTY, CALL BACK PAY, COURT APPEARANCE PAY</b>
16.1	<b>ON-CALL DUTY</b>
16.2	<b>CALL BACK PAY</b>
16.3	<b>COURT APPEARANCE PAY</b>
<b>ARTICLE 17</b>	<b>NOTICE ON CHANGES IN WORK SCHEDULE</b>
<b>ARTICLE 18</b>	<b>PAID LEAVE</b>
18.1	<b>HOLIDAYS</b>
18.2	<b>VACATION</b>
18.3	<b>SICK LEAVE</b>
18.4	<b>COURT LEAVE</b>
18.5	<b>OTHER LEAVE</b>
<b>ARTICLE 19</b>	<b>LEAVE OF ABSENCE WITHOUT PAY</b>
<b>ARTICLE 20</b>	<b>ABSENCE WITHOUT LEAVE</b>
<b>ARTICLE 21</b>	<b>PREMIUM PAY</b>
21.1	<b>PREMIUM PAY - GENERAL</b>
21.2	<b>NIGHT SHIFT DIFFERENTIAL</b>
21.3	<b>CAREER INCENTIVE</b>
21.4	<b>DETECTIVE DIFFERENTIAL</b>
21.5	<b>BILINGUAL PAY</b>
21.6	<b>SENIOR SERGEANT DIFFERENTIAL</b>
<b>ARTICLE 22</b>	<b>OTHER COMPENSATION PROVISIONS</b>

22.1	UNIFORM ALLOWANCE
22.2	AUTOMOBILE MILEAGE REIMBURSEMENT
22.3	EXCEPTIONAL TRAVEL
22.4	BODY ARMOR
ARTICLE 23	ASSOCIATION SECURITY
23.1	RELATIONSHIP AFFIRMATION
23.2	NOTICE OF RECOGNIZED ASSOCIATION
23.3	BARGAINING UNIT INFORMATION (AB 119)
23.4	NOTICE OF IN-PROCESSING MEETINGS
23.5	FINANCIAL REPORT
23.6	INDEMNIFY AND HOLD HARMLESS
23.7	PAYROLL DEDUCTIONS AND PAY OVER
ARTICLE 24	GRIEVANCE PROCEDURE
ARTICLE 25	LAYOFF PROVISIONS
25.1	DEFINITIONS
25.2	PURPOSE OF LAYOFF PROVISION
25.3	DECISION PROCESS
25.4	SCOPE OF APPLICATION
25.5	ORDER OF LAY OFF
25.6	DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF
25.7	SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT
25.8	OPPORTUNITY FOR EMPLOYEE REVIEW
25.9	RETENTION OF REEMPLOYMENT LIST STATUS
25.10	PREFERENTIAL CONSIDERATION
25.11	EMPLOYEES APPOINTED TO LIMITED-TERM POSITIONS
25.12	OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY
ARTICLE 26	UNPAID DAYS OFF
ARTICLE 27	OTHER PROVISIONS
ARTICLE 28	RE-OPENER
ARTICLE 29	SEVERABILITY

**SIGNATURES**

**ATTACHMENT A - REITREE LONGEVITY SCHEDULE (RETIREE ONLY)**

**ATTACHMENT B - RETIREE LONGEVITY SCHEDULE (RETIREE + 1 OR MORE DEPENDENTS)**

**ARTICLE 1 MEMORANDUM OF UNDERSTANDING - INTRODUCTION**

This is a Memorandum of Understanding (hereinafter referred to as "Memorandum" or "Agreement") between the Management negotiating Team for the County of Santa Cruz and Santa Cruz County Deputy Sheriffs' Association. 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 Santa Cruz County Deputy Sheriffs' Association for County Employees in the Sheriffs' Supervisory Representation Unit for the period beginning July 1, 2020 through June 30, 2026.

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

**ARTICLE 2 RECOGNITION**

The County of Santa Cruz (hereinafter referred to as "County") recognizes the Santa Cruz County Deputy Sheriffs' Association, (hereinafter referred to as "Association") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions within the Sheriffs' Supervisory Representation Unit. Such representation and this Memorandum shall not apply to extra help.

**ARTICLE 3 PEACEFUL PERFORMANCE OF COUNTY SERVICES**

The Association, 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 disciplinary action up to and including 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 they in fact participated in such prohibited activity.

If the Association, 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 Association shall have recourse to the Civil Service Commission as to the sole question of whether the Association, or its staff or Board of Directors engaged in such prohibited activity.

The inclusion of this Article in the Memorandum of Understanding shall in no way be deemed to preclude or stop the County or the Association from seeking any form of legal or equitable relief to which it may be entitled during the term of 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 Association or the County, 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 Association shall enforce the terms of this Memorandum on the part of its members.

**ARTICLE 5 EQUAL EMPLOYMENT OPPORTUNITY**

The County and the Association agree that no person employed or applying for employment shall be discriminated against on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, creed, age (over 18), pregnancy, childbirth, breastfeeding, or other medical conditions, gender, gender identity, gender expression, genetic information, military or veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential 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 6 SAFETY**

It is the duty of the County to make reasonable efforts to provide and maintain a safe place of employment. The Santa Cruz County Deputy Sheriffs' Association will cooperate in urging all employees to perform their work in a safe manner. It is the duty of all employees to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee may submit the matter in writing to the Departmental Safety Officer.

If the employee does not receive a response within a reasonable period of time, or finds the response unsatisfactory, they may directly contact the County Safety Officer in the Personnel Department. The Sheriff-Coroner shall designate a Departmental Safety Officer to receive, review and make recommendations on all reported unsafe working conditions.

A failure by the County to follow the process specified above in this Article (6) is grievable. Substantive matters are not grievable.

**ARTICLE 7 SHERIFF'S VEHICLES - SAFETY INSPECTION**

The Departmental Safety Officer shall be responsible for the safety inspection and field testing of County maintained vehicles at 50,000 miles and every 15,000 miles thereafter. Inadequate or unsafe running gear will be replaced or repaired. Vehicles that are unsafe and cannot be restored to safe condition will be removed from service.

The Association's safety specialist may examine patrol and prisoner transportation vehicles when three written reports of a specific safety hazard have not been corrected. The Association's safety specialist may recommend improvements to eliminate the safety hazard to the Director of General Services.

**ARTICLE 8 PRODUCTIVITY**

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

**ARTICLE 9 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 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 SCHEDULED HOURS**

A. General.

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.

1. Part-time Employees. Authorized hours worked by an employee in a budgeted, part-time position in excess of the scheduled hours of work of the position shall be compensated in cash at the employee's base hourly rate up to 80 hours in a two-week period. Such hours shall not be a factor or credit for purposes of step advancement, paid leave accrual or use, pay differentials, or seniority accrual. Such employees may, under authorization and eligibility requirements set forth for each leave type, use hours of paid leave up to the number of scheduled hours of work of the position in the pay period, except as provided in B, below, for employees on the 7 day/12 hour work schedule.
2. When the combination of hours worked and of paid leave of an employee exceed 40 in a pay period, the employee shall receive "straight time overtime" in cash at the employee's base hourly rate for such excess hours; provided, however, that hours worked in excess of 40 shall be compensated at time on one-half in accordance with Article 15. Such employees may at the option of the department head, be granted compensatory time at the rate of one hour of compensatory time for each hour of straight time overtime" in lieu

of compensation in cash. Such compensatory time shall be combined with and subject to the maximum accrual limit provided for in Article 15, subsection D.

## ARTICLE 12 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.

B. General Salary Adjustments

The parties agree to the following adjustments:

Effective the first full pay period after Board of Supervisor approval and Association ratification, for represented classifications add a new top step/drop the current bottom step. Employees who have completed 2080 hours at the old top step will be moved to the new top step.

Effective the first full pay period in July 2022, the salary range for represented classifications shall increase by 2.0%.

Effective the first full pay period in July 2023, the salary range for represented classifications shall increase by 2.5%.

Effective the first full pay period in July 2024 the salary range for represented classifications shall increase by 2.75%.

Effective the first full pay period in July 2025 the salary range for represented classifications shall increase by 3.0%.

C. 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 follows:

- a. The first step in each schedule is the minimum rate and may be the hiring rate for the class.
- b. The second step and each subsequent step thereafter may be paid at any time after 2080 hours of satisfactory or better service at the preceding 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.

D. Hours of Service for Purposes of Step Advancement.

- a. 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.

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.

- b. Beginning Date. Hours of service for purposes of step increases accrue by class, beginning from the most recent date of appointment.

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

- a. Definition. An equal class is one in which the top step hourly rate of the range for the new class is the same as for the current class.
- b. Step Placement. Upon appointment to an equal class, the employee shall retain the same step.
- c. 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.
- d. 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.

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

- a. Definition. A higher class is one in which the top step hourly rate of the range for the new class is greater than the top step hourly rate of the range for the current class.
- b. Application. This provision shall apply to all types of appointment to a higher class, except a reappointment from displacement, 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.
- c. 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 or the appointing authority may request an advance step placement, at the time of appointment, to a permanent assignment to a higher class or promotion (including promotion through upward classification or through alternate staffing) in accordance with County regulations adopted by the Board of Supervisors regarding advance step procedures.
- d. Step Advancement. The beginning date for purposes of accrual of hours of service for step advancement shall be the most recent date of appointment to the higher class.

G. Step Placement and Step Advancement Upon Appointment to Lower Class or Downward Reclassification.

- a. Definition. A lower class is one in which the top step hourly rate of the range for the new class is less than the top step hourly rate of the range for the current class.
- b. Appointment to a Lower Class Other than Downward Reclassification.
  - i. 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.
  - ii. 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.

iii. 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 they were receiving in the salary range of the higher class and the employee shall receive credit for hours of service accrued in the step in the higher class for purposes of determining step advancement in the lower class.

c. Downward Reclassification.

i. 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 and overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status.

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

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

1. In the same department in order of seniority; and
2. 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 employees salary in the overfill class is above the maximum salary rate for the lower class the employee shall be Y-rated.

ii. 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 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.

- H. 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 13 RETIREMENT

### A. Employee CalPERS Retirement Contributions

1. Effective July 11, 1998, employees in this unit will pay the CalPERS employee contribution on a tax-deferred basis through IRC 414(h)(2). Implementation of this provision is subject to the County reaching an agreement with the Law Enforcement Middle Management on the following Articles in that MOU. In Article 5 (Pay), Section B.1.a., an agreement must be reached between the County and the LEMM Unit that the differential above the Sergeant classification includes the fact that members of both bargaining units are paying their own 9% CalPERS. Section 2 Article 5 must be rewritten to reflect that both parties will be paying their own PERS after July 11, 1998. In Article 18 A (Retirement Plan) of the LEMM MOU, the parties must agree that the internal relationship between Lieutenants and Sergeants includes the fact that, effective July 11, 1998, members of both units will be paying the employees 9% CalPERS.
2. Employees do not have the option to choose to receive the employer payment of CalPERS contributions directly instead of it being paid by the County.

### B. Retirement Formulas Safety

1. Tier 1 – Employees hired before June 9, 2012 receive the 3% @ 50 Sheriffs' Safety retirement formula with retirement benefits based on the employee's single highest year of compensation.
2. Tier 2 – Employees hired between June 9, 2012 and December 31, 2012, or after who are "classic" CalPERS members receive the 3% @ 55 Sheriffs' Safety retirement formula with retirement benefits based on the employee's final average compensation of three (3) years (FAE3).
3. Tier 3 – Employees hired on or after January 1, 2013 who are "new" CalPERS members as defined by the Public Employees' Pension Reform Act (PEPRA) will receive the 2.7% @ 57 Sheriffs' Safety retirement formula with retirement benefits based on the employee's final average compensation of three (3) years (FAE3).
4. Employees hired on or after January 1, 2013 who do not meet PEPRA's definition of "new members" shall be subject to the retirement plan formula described in paragraph 13 B.1 (Tier 1) or paragraph 13 B.2 (Tier 2) in accordance with PEPRA's provisions. CalPERS shall make the final determination as to which formula applies to employees in this situation.

### C. Safety Employee Contributions

1. Tier 1 and 2: Employees in the Tier 1 and Tier 2 CalPERS Sheriffs' Safety retirement plans shall contribute 12% toward the cost of their retirement plan which includes 3% toward the employer cost of their retirement plan, for a total contribution of 12%.
2. Tier 3. In accordance with PEPRA, the County may not "pick up" any portion of the required member contributions of employees who meet PEPRA's "new" member

definition (Tier 3 employees). All employees in the Tier 3 Sheriffs' Safety retirement plan shall pay 12.5% or one half of the normal cost of the benefit for employees specified in 13 B.3, whichever is greater. If one half of the normal cost of the Tier 3 benefit increases, the Tier 3 employees' retirement contribution shall also immediately increase by the same amount so that at all times these employees are paying at least half the normal cost of their retirement benefit as required by PEPPRA. If one half of the normal cost of the Tier 3 decreases, the Tier 3 employees' retirement contribution shall remain at 12.5% and any difference between 12.5% and half the normal cost shall be considered an employee "pick up" of the employer contribution.

- D. The CalPERS 1959 survivors benefit shall be increased to the third level as provided in Government Code Section 21382.4.
- E. Implementation of IRC Section 414(h)(2)  
Pursuant to Section 414(h)(2), the County will designate the amount that the employee is required to pay for CalPERS retirement benefits 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 CalPERS contributions shall revert to being made on a post-tax basis.
- F. Military Service Credit  
Subject to the agreement of other Safety employee groups, the County and Association agree to implement the PERS Military Service Credit Option. Implementation will be on a no cost basis to the County.

## **ARTICLE 14 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.

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

Members of this representation unit have the option of enrolling in the CalPERS medical program.

The County and Association 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.

Employees must be enrolled in a CalPERS PEMHCA medical plan to participate in the FHA program. Enrollment status in a medical plan determines the level of Flexible Health Allowance an employee is eligible to receive.

- A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules and regulations.
- B. For coverage during the term of this agreement the County shall contribute to CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plan the following amount for active, eligible employees in budgeted positions who elect to participate in such program:
  - 1. As soon as administratively possible, and for the remainder of calendar year 2021, the County will provide the following monthly benefit contribution for active employees:
    - a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION
      - 1) Employee only = \$748.67, which is 80% of the 2021 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Choice and includes the PEMHCA contribution in 1b(1) below.
      - 2) Employee + one dependent = \$1,497.34, which is 80% of the 2021 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Choice and includes the PEMHCA contribution in 1b(2) below.
      - 3) Employee + two or more dependents = \$1,946.54, which is 80% of the 2021 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Choice and includes the PEMHCA contribution in 1b(3) below.
    - b. CalPERS PEMHCA CONTRIBUTION
      - 1) Employee only = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
      - 2) Employee + one dependent = The County shall contribute the PEMHCA minimum as described by CalPERS on an annual basis.
      - 3) Employee + two or more dependents = The County shall contribute the PEMHCA minimum as described by CalPERS on an annual basis.
  - 2. For the coverage period beginning January 1, 2022, the County will provide the following monthly benefit contribution for active employees:
    - a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION
      - 1) Employee only = \$845.61, which is 80% of the 2022 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 2b(1) below.

- 2) Employee + one dependent = \$1,691.22, which is 80% of the 2022 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 2b(2) below.
- 3) Employee + two or more dependents = \$2,198.58, which is 80% of the 2022 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 2b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

3. For the coverage period beginning January 1, 2023, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the 2023 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 3b(1) below.
- 2) Employee + one dependent = 80% of the 2023 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 3b(2) below.
- 3) Employee + two or more dependents = 80% of the 2023 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 3b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

4. For the coverage period beginning January 1, 2024, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the 2024 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 4b(1) below.
- 2) Employee + one dependent = 80% of the 2024 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 4b(2) below.
- 3) Employee + two or more dependents = 80% of the 2024 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 4b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

5. For the coverage period beginning January 1, 2025, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the 2025 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 5b(1) below.
- 2) Employee + one dependent = 80% of the 2025 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 5b(2) below.
- 3) Employee + two or more dependents = 80% of the 2025 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 5b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

6. For the coverage period beginning January 1, 2026, the County will provide the following monthly benefit contribution for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

- 1) Employee only = 80% of the 2026 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 6b(1) below.
- 2) Employee + one dependent = 80% of the 2026 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 6b(2) below.
- 3) Employee + two or more dependents = 80% of the 2026 premium for the lowest cost health plan from among Blue Shield Access+ HMO and PERS Platinum and includes the PEMHCA contribution in 6b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

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

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

If CalPERS rates for 2023, 2024, 2025, or 2026 are greater than 10% increase or CalPERS eliminates both the Blue Shield Access + HMO and the PERS Platinum plans, the Association and the County shall meet and confer regarding the County contribution and plan options.

C. 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 PEMHCA, or any other CalPERS approved County offered alternative medical plans or the plan in which they and their dependents are enrolled.

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

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

F. CalPERS 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 CalPERS.

G. The County is not responsible for the administration or operation of any alternate medical plan.

H. No cross coverage. No person may participate in the PEMHCA or any alternate medical plan as a dependent if that person is enrolled as an employee or retiree regardless of the employer.

I. Should Federal legislation be enacted which requires that members of this unit be covered by Social Security and/or Medicare, the parties agree to reopen this agreement to consider the impact on the County of such mandatory benefits.

J. 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.

K. Waiver of Coverage

Employees who meet the following criteria are eligible to receive a cash "opt out" payment of \$200 per month.

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

Reimbursements to employees shall be made on a quarterly basis.

L. Pre-Tax Dollar Program.

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

M. The Association agrees at the County's request, to meet and confer on any proposed changes within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the County sponsored medical plans.

## **14.2 DENTAL PLAN**

1. The County offers dental plan options through Delta Dental or comparable providers. The options shall include a "fee-for-service" plan. Enrollees may go to any dentist and be covered 80% for basic and preventative services and 50% for major services or enrollees may go to a preferred provider and be covered 100% for basic and preventative services and 60% for major services.

The County will also offer a dental option that covers most services at 100% and offers limited orthodontia coverage. Enrollees in this plan must utilize assigned providers only.

2. The County agrees to pay the premiums for eligible employees and their dependents for dental coverage during the term of this agreement. The annual cap under the DPO Basic plan is \$1200 per year per enrollee. Employees and dependents must be enrolled in the same dental plan. No

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

### **14.3 VISION PLAN**

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

The Vision Plan will permit the one-time enrollment of a dependent at any time through age five (5). Any dependent who is enrolled under the vision plan must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year. No cross coverage. No person may participate as a dependent if that person is enrolled as an employee or retiree in the County sponsored vision plan.

### **14.4 LONG TERM DISABILITY**

Employees may make voluntary payroll deductions for long term disability coverage through PORAC.

### **14.5 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 Accidental Death and Dismemberment ("AD&D") provision.

Effective July of 1996, the County will make available a program for employee purchase of additional life insurance on a voluntary basis.

### **14.6 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. 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 dental, vision, and life insurance plans; coverage ceases at the end of the pay period in which the employee separates employment. Coverage under CalPERS medical plans begin the first day of the month following the date of hire. Coverage for CalPERS Health ceases the end of the month following the month of separation from employment.

#### **B. Dependent Insurances.**

1. Deductions: Employee payroll deductions for eligible dependents for dental and vision, if applicable, begin the first day of the first full pay period after the enrollment of eligible dependents. Deductions for eligible dependents for the CalPERS 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 under CalPERS 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.

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

As used herein (Article 14.7), 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 a 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 Employee Insurances/Benefits Division of the County Personnel Department and make arrangements for payment of insurances in advance.

An employee who is on a leave of absence without pay must pay in advance for any insurance coverage during the leave of absence of one full pay period or longer. The only exception to advance payment is in the case of an emergency beyond the control of the employee and where payment shall be made at the earliest possible time after the leave commences.

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

- B. When an employee is on a leave of absence without pay for any reason, and is not receiving benefits through the Long Term Disability (LTD) Plan (PORAC), coverage under employee insurance (e.g., health, life, dental, long-term disability) cease 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 their 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 the approved FMLA leave for which the employee is entitled, payment for continued employee insurance coverage shall be as specified elsewhere in this Section (14.6).

2. Continuation of Employee 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 (PORAC), while on a leave of absence without pay. An employee may be required to pay for their own coverage in advance and be reimbursed when confirmation is received that they are receiving LTD

Benefits (PORAC), provided that the employee contacts the Employee Insurance/Benefits Division to apply for LTD and provided, should the employee not receive LTD benefits (PORAC), the employee must repay to the County all contributions for insurances during the leave of absence without pay. The County shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoff upon separation, civil action, or other actions.

- b. The County shall pay the employee-only portion of the premium towards Operating Engineers Health & Welfare Trust Plan coverage during the period a current employee receives benefits through the LTD Plan (PORAC) 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 they are receiving LTD benefits.

Employees are responsible for payment of the remainder of the Operating Engineers Health & Welfare Trust health insurance premium 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 the plan.

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

## 14.8 RETIREE HEALTH

Employees in this representation unit who retire through CalPERS, may enroll in a CalPERS medical plan or, as provided under the Public Employees' Medical and Hospital Care Act Program (PEMHCA) and CalPERS regulations. It is understood and agreed that PEMHCA statutes, regulations, and policies shall govern eligibility, application for enrollment, coverage for employees and retirees and current and new dependents, termination of coverage of enrollees, available plans, plan design, and all other provisions related to medical plans offered by CalPERS. It is also understood that County offered alternate medical plans must also comply with CalPERS rules and regulations.

### A. CalPERS Medical Plan

The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public employees' Medical and Hospital Care Act Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contribution is as follows:

1. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's medical contribution towards retiree health insurance shall be the PEMHCA minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected.

2. Effective January 1, 2012 for all employees in this unit who retire on or after January 1, 2012 from the County, the County's longevity contribution towards retiree health insurance less the

PEMHCA minimum shall be based upon the following longevity schedule (See Attachments B & C):

- a. Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum Only.
- b. For retirees with 6+ years of County service, each additional year of service above 5 years shall be recognized with a fixed dollar increase per year, as shown on Attachments B and C, to a maximum of \$417.15 at the age of 50 with 25 years of service for Retiree Only and to a maximum of \$458.92 at the age of 50 with 25 years of service for Retiree Plus one or more dependents.
- c. For retirees with 6+ years of County service, each additional year of service beyond age 50 shall also be recognized with a 5% increase, as shown on Attachments B and C to a total County Contribution maximum of \$417.15 for Retiree Only and \$458.92 for Retiree Plus one or more dependents.
- d. Upon the retiree attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMCHA minimum or (ii) 75% of the pre-Medicare contribution as calculated per Attachments B and C.
- e. Effective in any calendar year that the PEMCHA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee at age 50 with 6+ years of service, the longevity schedules (See Attachment B and Attachment C) shall be revised to reset the fixed dollar increase between the years 5-25, thereby ensuring that the provisions of Section A.2. (b) are met.
- f. Increases to the County contribution pursuant to Section A.2. (e) shall only apply to retirees with retirement dates on or after the date of said revisions(s) to Attachment B and/or Attachment C.
- g. Retiree's contributions from the County shall remain fixed at the amount determined at the date of their retirement (per Attachment B and C) unless and until, during negotiations, this bargaining unit and the County agree to an increase in the maximum County contribution of \$417.15 for Retiree Only and \$458.92 for Retiree Plus one or more dependents.
- h. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.
- i. Employees who retire under a disability will receive the greater of a) 300% of the PEMCHA minimum or b) the benefit as determined by the longevity schedule.

3. Effective January 1, 2012, for all employees in this unit who retired on or before December 31, 2011 from the County, the County's alternate longevity contribution shall be:

	Employee Only	Employee Plus 1 or More
Medicare Eligibility	\$221	\$445
Retirees Not Yet Eligible for Medicare:		
0-5 Years of Service	PEMCHA Minimum	PEMCHA Minimum
6-15 Years of Service	\$300	\$376
16+ Years of Service	\$371	\$422

Retirees in this unit who retired on or before December 31, 2011 from the County shall be given a one-time election to choose between the Longevity Contribution as described above in Article 14.8.A.2.a-i, or the Alternate Longevity contribution as described in Article 14.8.A.3.

- B. Retirees or their survivors shall promptly notify CalPERS Health and the County of conditions which terminate eligibility.
- C. **Healthcare/Benefits Cost Containment Committee**  
A joint Association-Management Committee with equal representation of management and Association 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.

#### **14.9 RETIREMENT MEDICAL TRUST**

Parties agree to meet and confer during the term of the contract to establish a Retiree Medical Trust. The parties agree that any trust established will be for employee contributions only. The County will not assume any liability for maintaining the Trust or ensuring that the Trust is compliant with applicable laws and regulations. If the parties are able to create a trust based on these requirements, the County will agree to pay the initial administrative cost up to \$10,000 to set up this Trust.

#### **ARTICLE 15 OVERTIME**

- A. **Definitions.** For purposes of this section, the following terms are defined:
  - 1. "Holiday" means those days specified by resolution of the Board of Supervisors to be County holidays.
  - 2. "Overtime" means authorized time worked in excess of: 40 hours in a one-week work period for employees on a 5/8 or 4/10 schedule.
  - 3. "One Week Work Period" means a seven consecutive day period, commencing Friday at midnight (12:01 a.m. on Saturday and ending the first Friday thereafter at midnight (12:00 a.m.).
- B. **Authorization.** The Sheriff or designee may authorize overtime for employees within their department when the workload in the department dictates the need.
  - 1. **Emergencies.** In cases of emergency (County Code 2.26.020), budgetary limits may be exceeded but the Sheriff or designee shall report the action to the County Administrative Officer on the first regular work day following the performance of the overtime worked.
  - 2. **Advance Approval Required.** Employees cannot work overtime without the advance approval of the Sheriff or designee.
  - 3. **Time Off At Convenience of Department.** Time off in lieu of overtime pay shall be granted at the convenience of the Sheriff or designee.
  - 4. **Eligibility.** All employees are eligible for overtime pay.
- C. **Computation.**
  - 1. **Hours Not Included.** Unless specifically provided otherwise in this article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: sick leave; vacation; court leave; any balance of

compensatory time; paid leave for participation in County examination or selection interviews or for purposes of donating blood; and mandatory leave with pay.

2. 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 16.3 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 for Overtime - Sheriffs' Supervisory Unit Employees.

Regular employees in this unit shall be on a "one week work period" for employees on a 5/8 or 4/10 schedule and shall receive payment in cash for all overtime worked in the amount of one and one-half (1-1/2) times the employee's hourly salary rate. Such employees may also, at the option of the department head, be credited with compensatory time earned at the rate of one and one-half hours of compensatory time for each hour of overtime worked over 40 in a one-week work period in lieu of compensation in cash, except for the following:

Any authorized overtime worked beyond fifty-three (53) hours shall be compensated in cash at one and one-half times the employee's regular hourly rate. (Fifty-three hours of overtime work will result in a compensatory time off balance of 79.5 hours.)

It is understood that the FLSA "regular rate" will apply for hours worked beyond 43 in a one-week work period.

## **ARTICLE 16 ON CALL DUTY, CALL BACK PAY, COURT APPEARANCE PAY**

### **16.1 ON-CALL DUTY**

A. Defined.

On-call duty is defined as the requirement by the County for an employee to leave a phone number where the employee can be reached during off-duty hours, and the employee must be able to report to a specified job site within a one hour period.

B. Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered actual hours worked which counts towards overtime.
2. An employee who is called back to duty shall be considered on-call until they reach the job site unless engaged in productive work. Travel time to the job site shall not be considered time worked unless productive work (e.g., use of a car or portable radio to determine status of case, assign staff, call out equipment) is done.
3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on-call pay.

C. Compensation

An employee assigned on-call duty shall be compensated at a rate of \$2.25 per hour for a period when assigned to be on-call. Effective the first full pay period after unit ratification and Board of Supervisor approval the rate shall increase to \$3.00 per hour.

## **16.2 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 (16).

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

Travel time to and from the work site shall not be considered time worked, 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.

## **16.3 COURT APPEARANCE PAY**

Employees who are required to return to work to appear in court at a time other than their regular shifts shall receive the pay rate of one and one-half (1-1/2) times their base rate of pay with a minimum of four hours, except as follows:

- A. No more than one four-hour minimum shall be paid for any one day.
- B. No compensation shall be granted for the period the court is in lunch recess unless the lunch break falls within the four (4) hour minimum.
- C. When a court appearance occurs less than four hours from the beginning of a shift, the employee shall receive court appearance pay at time and one-half their base rate until their shift begins.
- D. This four-hour minimum shall not apply when court time worked by an employee occurs at the end of the employee's regular working hours. However, all court appearance hours worked shall be paid at time and one-half the base rate.
- E. No employee shall be compensated for court pay and court leave simultaneously.
- F. All court time worked shall count as time worked for the purposes of calculating overtime.
- G. Employees will distinguish on their time cards between hours actually worked during the court appearance minimum (i.e., 26 R "Court pay") and time not worked during the minimum (i.e., 26 G "court pay not worked").
- H. Travel time to and from the site of the court appearance shall not be considered time worked.

## **ARTICLE 17 NOTICE ON CHANGES IN WORK SCHEDULE**

Except in cases of emergency, a minimum of two (2) calendar weeks advance notice shall be given to employees in the Law Enforcement Unit for changes in work assignment which affect:

- A. Regular scheduled working hours;
- B. Normal location for reporting to duty;
- C. Uniformed or non-uniformed status of employees.

Nothing herein shall limit the authority of management in making assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies or critical staffing needs. Nothing shall prevent an employee from voluntarily waiving the required notice.

If an emergency is expected to remain in effect for longer than 30 calendar days as declared by Local, State, or Federal Orders, or when the Sheriff deems an emergency situation, the parties will meet and confer regarding compensation provisions for alternate schedules or shifts that are not identified in the MOU. Either party may request the meet and confer.

## **ARTICLE 18 PAID LEAVE**

### **18.1 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 "President's 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 last Friday in November, the day after "Thanksgiving Day"
  12. December 24, known as "Christmas Eve"
  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 December 24 will be treated as a County holiday on the preceding Thursday. Should December 25 fall on a Sunday or Monday, December 24 will be treated as a Santa Cruz County holiday on the preceding Friday.

If during this contract period, any other County bargaining unit should receive Juneteenth (June 19) as a paid County holiday, employees in this unit shall also receive the Juneteenth holiday pursuant to a "Me Too."

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 (i.e., eight hours a day, five days a week) work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays. This section does not apply to those on a 4/10 schedule, see B.4 for those employees.
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 holiday compensation, the employee is required to work or be in a paid status (e.g., vacation, sick leave) on their last scheduled work day prior to the holiday and their first scheduled work day following the holiday.
4. 4/10 Schedule. Sheriffs' Department employees in the Sheriffs' Supervisory Representation Unit who are on a 4/10 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).
5. Summer Schedule. A 4/10 schedule may be utilized, at the discretion of the Sheriff, for employees during the pay period which includes Memorial Day (the last Monday in May) through the pay period which includes Labor Day (the first Monday in September). Employees assigned to the summer schedule will receive holiday time per pay period in lieu of the time off described in B.4. This time will be held in a holiday time bank for use by the employee subject to the limitations on use described in Article 18.2.C for Vacation. Holiday time accrued in this time bank must be used no later than September of the following year. Any remaining balance not taken at that time will be forfeited. Holiday time will be accrued at the rate of .0578 per hour of service.
6. The parties agree to meet and discuss the utilization of the summer schedule subsequent to the first summer implementation. The purpose of this discussion is to evaluate the effects of the summer schedule.

C. Holiday Compensation - Regular Part-Time Employees. Employees working in budgeted part-time positions that require between 20 and 39 hours of work 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.) their last scheduled work day prior to the holiday and their first scheduled work day following the holiday.

## 18.2 VACATION

A. Eligibility. Vacation 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 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.
2. Part-Time Employees. Each employee in a part-time position shall be eligible to receive vacation after completing hours of service equivalent to one year, provided, however, that the one-year of service shall be determined by multiplying the authorized weekly number of hours for the position by 52. No vacation shall accrue or be available to the employee prior to completion of the required hours of service equivalent to one year.
3. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted

credit for hours of service as a provisional employee for purposes of earning vacation credit.

4. 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.
5. Reinstated Employees. Employees granted reinstatement within a period of two years following resignation shall receive credit for hours of service prior to resignation for purposes of determining eligibility for vacation leave.

B. Vacation Allowance.

1. Newly Appointed Sheriffs' Supervisory Representation Unit Employees on the 5 Day/8 Hour Work Schedule.

- a. Eligible full-time employees newly appointed shall be credited with 112 hours of vacation upon completion of 2080 hours of service.
- b. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A 2 of this section.
- c. Thereafter each eligible part-time and full-time employee shall accumulate vacation leave for each subsequent completed hour of service as follows:

2,080 – 10,400 hours of service (approximately 1 thru 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 thru 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 thru 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).

2. Newly Appointed Employees in the Sheriffs' Supervisory Unit on the 4 Day/10 Hour Work Schedule.

- a. Each eligible full-time employee newly appointed shall be credited with 86 hours vacation upon completion of 2080 hours of service.
- b. Eligible part-time employees newly appointed shall be credited with vacation on a prorated basis proportionate to the authorized hours of their positions upon completion of the required hours of service under subsection A 2 of this section.
- c. 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 thru 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 thru 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 thru 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).

3. 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.

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

- a. The original appointment date and hours of service completed during prior employment with the County by reappointed employees shall determine the vacation accrual rate.
- b. 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.
- c. Payoff of unused vacation leave at the time of layoff eliminates all earned vacation to employees.

5. Reinstated Employees. Reinstated employees are treated as new employees for purposes of vacation accrual. Such employees do not receive credit for any vacation leave earned prior to their resignation.

C. Limitations On Use.

1. At Convenience of Department. Vacation shall be taken at times designated by the various department heads.
2. Maximum Accrual. No employee shall be allowed to accrue more than two and one-half (2 1/2) times the annual vacation accrual rate indicated for their length of service on the 5 day/8 hour vacation accrual schedule.
3. Increments. Department heads may allow employees to take vacation time off in increments as small as .01 hours.
4. No Loss of Credits. No Department head shall cause an employee to lose earned credits.
5. 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.
6. 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 October 9, 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.

D. Special Mandatory Overtime Provision

During standard operating periods where the Sheriff has declared that mandatory overtime is in effect, all employees shall request vacation leave in increments of ten hours and representing sufficient time off to avoid reaching the vacation accrual cap, at least thirty (30) calendar days in advance. Employees, who are within forty (40) hours of reaching maximum accruals, shall receive priority for time off in the amount that would be necessary to allow for vacation to continue to accrue rather than reaching the maximum vacation cap.

Management shall make reasonable efforts to accommodate requests submitted. Management may also require the employee to take leave at a time acceptable to the Department. If an employee who is approaching the maximum vacation accrual and whose vacation request is sufficient to avoid reaching the maximum vacation accrual cap and has been denied by management, the employee shall receive compensation based on straight time for the hours accrued above the cap, not to exceed twenty (20) hours per one calendar year. This provision shall only apply during periods where the Sheriff has declared that mandatory overtime is in effect. Employees shall also have the responsibility to request vacation and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will permit further vacation accrual. Periods of civil disorder, natural disaster, and terrorist induced or accidental disaster, state and federally declared disasters, which invoke the provisions of the Sheriff's Office, recall policy 0.76, shall exempt the County from this provision.

E. Vacation Payoff Upon Separation. Full-time and part-time employee 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. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

### 18.3 SICK LEAVE

- A. Eligibility. Sick leave benefits shall only be provided to those employees in budgeted positions in classes assigned to the Sheriffs' Supervisory Representation 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 utilize sick leave on the 90<sup>th</sup> day of employment.
  2. Part-time Employees. Each employee in a part-time position shall be eligible to utilize sick leave on the 90<sup>th</sup> day of employment.
  3. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of earning sick leave credit.
  4. Employees Reappointed from Layoff. Employees who are laid off and reappointed within a period of 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.
  5. LC 4850 Leave. Employees receiving paid leave pursuant to California Labor Code Section 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 the 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 Sheriffs' Supervisory Unit.
  - a. Eligible full-time employees shall accrue forty-eight (48) hours of sick leave upon completion of 1040 hours of service.
  - b. Eligible part-time employees shall accrue 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 .0462 hours of sick leave for each subsequent completed hour of service (approximately 96 hours per year of full-time service) up to the maximum accrual.

C. Permissible Uses.

1. Employee.

Sick leave may be used in case of a bona fide illness of the employee upon 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, grandparent, grandchild, sibling or spouse/domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or child, parent or spouse/domestic partner. As used in this paragraph "child" means a biological, foster or adopted child, step-child, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster or adoptive parent, a step-parent or a legal guardian.
- 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 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 disability 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 Unused 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 - 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, less 160 hours (i.e., accrued sick leave minus - 160, multiplied by .10). The maximum number of sick leave hours converted to pay ("conversion hours") shall not exceed 300.

- b. Full-time Employees with 10,401-20,800 Hours of Service. Any employee in a full-time position who separates from County employment in good standing, and who has completed 10,401 - 20,800 hours of service prior to such separation shall thereupon be paid 25% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave minus - 160, multiplied by .25). The maximum number of conversion hours shall not exceed 300.
  - c. Full-time Employees with 20,801 and Over Hours of Service. Any employee in a full-time 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 50% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours (i.e., accrued sick leave minus 160 hours, multiplied by .50). The maximum number of conversion hours shall not exceed 300.
  - d. Part-time Employees. Each employee in a part-time 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 300 hours.
  3. Elimination of Sick Leave. Conversion of sick leave at the time of separation extinguishes all remaining accrued sick leave.

#### **18.4 COURT LEAVE**

- A. All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law:
  1. As jurors; or
  2. As witnesses on behalf of the County, unless such service is part of the employee's work assignment; or
  3. 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.
- B. 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.
- C. Any employee assigned to swing or grave yard shift, for the hours of required court leave, in accordance with A, above, shall not be compensated for the period of required court duty but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime
- D. Employees required to serve in a court of law in accordance with A, 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.

## 18.5 OTHER LEAVE

- A. Both parties agree that all employees receiving paid leave under the provisions of California Labor Code Section 4850 shall not accrue sick leave.
- B. Bereavement Leave  
Employees shall be granted bereavement leave with pay by their 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 19 LEAVE OF ABSENCE WITHOUT PAY

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

- 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 they intend to terminate or are 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 160 consecutive working hours for a full-time employee and shall not exceed hours proportionate to 160 for a (part-time employee---e.g., 80 hours for a half-time employee).
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 requires 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 requires the full attention of the employee, or as may be required by Federal or State Family Leave Acts.

- C. County Leave 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.

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 their 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 with out 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 (19), 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 without pay.
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.

## **ARTICLE 20 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 their 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 question of whether it was impossible for the employee to contact the department of employment, and did contact the department at the first opportunity.

## **ARTICLE 21 PREMIUM PAY**

### **21.1 PREMIUM PAY - GENERAL**

Premium pay differentials shall be applied as follows:

- A. 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. Effective April 5, 1986, premium pay differentials shall be applied to overtime hours.
- C. Effective April 5, 1986, each of the premium pay differentials shall be paid at one and one-half times the specified rate for overtime hours.
- D. No premium pay differentials shall be paid for the periods an employee is receiving on-call pay.
- E. Regardless of whether overtime is compensated in cash or compensatory time, any differentials/premium pay applicable in the work period when the overtime is worked shall be shown on the timecard for that period, and shall not be shown on the timecard when any resultant compensatory time is taken off.

### **21.2 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 a differential above their regular salary rate as and for a night shift differential. The differential shall be 5.0% of the employee's regular base hourly rate.

### **21.3 CAREER INCENTIVE**

#### **A. POST Certificates**

1. It is incumbent on the employee to notify the Sheriff's Office when they believe they may be eligible to receive a POST certificate. The Sheriff's Office will submit the application as soon as the necessary supporting documentation is received from the employee. The employee will be notified in writing when the application is submitted to POST.
2. appropriate differential one pay period after the Sheriff's Office submits an application to the State of California Department of Justice for a POST certificate or on the employee's eligibility date, whichever is later, and the Office submits to payroll the necessary payroll forms. If, after receiving the application, POST determines that the employee is not eligible for the applicable certificate, the employee will cease to receive the career incentive differential until such time as the POST certificate is actually received.
3. Employees in this representation unit who possess a POST Intermediate Certificate shall be paid a differential above their base hourly salary rate for career incentive of 3%. Effective the first full pay period after ratification and Board of Supervisors approval the differential for POST Intermediate certificate shall increase from 3.0% to 3.5%. Effective

the first full pay period in July 2022 the differential for POST Intermediate certificate shall increase from 3.5% to 4.0%.

4. Employees in this representation unit who possess a POST Advanced certificate shall be paid a differential above their base hourly salary rate for career incentive of 5.0%. Effective the first full pay period after ratification and Board of Supervisors approval the differential for POST Advanced certificate shall increase from 5.0% to 5.5%. Effective the first full pay period in July 2022 the differential for POST Advanced certificate shall increase from 5.5% to 6.0%. Effective the first full pay period in July 2023 the differential for POST Advanced certificate shall increase from 6.0% to 6.5%. Effective the first full pay period in July 2024 the differential for POST Advanced certificate shall increase from 6.5% to 7.0%.
5. Employees in this representation unit who possess a POST Supervisory certificate shall be paid a differential above their base hourly salary rate for career incentive of 5%. Effective the first full pay period after ratification and Board of Supervisors approval the differential for POST Supervisory certificate shall increase from 5.0% to 5.5%. Effective the first full pay period in July 2022 the differential for POST Supervisory certificate shall increase from 5.5% to 6.0%. Effective the first full pay period in July 2023 the differential for POST Supervisory certificate shall increase from 6.0% to 6.5%. Effective the first full pay period in July 2024 the differential for POST Supervisory certificate shall increase from 6.5% to 7.0%.
6. The maximum differential for possession of a POST certificate is shown in part 3, immediately above. No employee will receive career incentive for more than one POST certificate.

- B. These provisions shall apply only to regular employees in classes for which possession of a POST Basic certificate is required.

#### **21.4 DETECTIVE DIFFERENTIAL**

Employees in Sheriff's Sergeant positions regularly assigned to the Investigation Division and one Sergeant permanently assigned to the Professional Standards and Conduct Unit of the Sheriff's Office shall receive a pay differential above their base hourly rate. On and after June 1, 1996, the differential shall be 5.0% of the base hourly salary step.

#### **21.5 BILINGUAL PAY**

- A. The County shall provide payment of an additional \$1.00 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual language skills at Level I and the employee is certified as qualified at Level I by the County Personnel Director.

The County shall provide bilingual payment of an additional \$1.35 per hour above the hourly salary rate for hours worked where the position is designated as requiring bilingual skills at Level II and the employee is certified as qualified at Level II by the County Personnel Director. Effective the first full pay period after unit ratification and Board of Supervisor approval, the rate shall be \$2.00 per hour above the hourly salary rate.

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

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

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

## **21.6 SENIOR SERGEANT DIFFERENTIAL**

- A. A Sr. Sergeant Differential of 3% at the beginning of 8 years (14,561 County service hours) of Santa Cruz County Sheriff's Office law enforcement experience will be provided to eligible employees.
- B. An additional three percent (3%) will be provided to employees that have 15 years (29,121 County service hours) of law enforcement experience with Santa Cruz County Sheriff's Office.
- C. Experience as a Santa Cruz County Correctional Officer may be counted as experience under this section upon the approval of the Sheriff.
- D. Employees who reinstate within two years following a break in service from Santa Cruz County service may be credited for previous service years with the County of Santa Cruz at the sole discretion of the County Administrative Officer (CAO). Upon recommendation of the Sheriff, the CAO may also consider crediting previous County service to employees who return after more than a two year break in County service if it is determined to be in the best interest of the County. Such credits may only include the service years with the County of Santa Cruz and the decision of the CAO shall be final.

## **ARTICLE 22 OTHER COMPENSATION PROVISIONS**

### **22.1 UNIFORM ALLOWANCE**

- A. The County agrees to provide replacements for worn out or damaged uniforms for Sheriff's Department employees in the Sheriffs' Supervisory Representation Unit that have passed their probationary period, provided that uniforms are not damaged through gross negligence. Items covered by this program are:

Shirts	Shoes
Pants	Hat
Jackets	Ties

- B. 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. For any boots/shoes replaced on and after June 1, 1996, the amount of reimbursement shall not exceed \$110.00.
- C. Uniform Cleaning Allowance.

Employees in the classes in this representation unit have received adjustments to their base hourly salary rate as compensation for the cleaning of required uniforms. Employees in this unit shall receive a \$0.24 per hour adjustment to their base hourly salary rate.

## **22.2 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 allowance 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. 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.

## **22.3 EXCEPTIONAL TRAVEL**

When employees are required to travel out of the Santa Cruz County area for such law enforcement activities as court appearances, criminal investigations and/or prisoner transportation, the reimbursement provisions of Section 100, Travel Rules and Regulations and Claiming Procedures of Title I of the County Procedures Manual shall apply.

## **22.4 BODY ARMOR**

Upon hire, the County will provide each employee with new soft body armor, designed for standard uniform duty. Thereafter, 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 limited to a maximum of \$1,000 during the life of this agreement.

## **ARTICLE 23 ASSOCIATION SECURITY**

### **23.1 RELATIONSHIP AFFIRMATION**

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

### **23.2 NOTICE OF RECOGNIZED ASSOCIATION**

The County shall give a written notice to persons being processed for regular employment in a class represented by the Association. The notice shall contain the name and address of the Association and the fact that the Association is the exclusive bargaining representative for the employee's unit and class. The County shall inform the employee that the current Memorandum of Understanding is available on the Internet and the County Intranet.

### **23.3 BARGAINING UNIT INFORMATION (AB 119)**

The County shall provide the Association with remote access to an electronic formatted file with a comprehensive list of all employees covered by this Memorandum of Understanding that includes each employee's name, employee number, job title, department, work location, and work telephone numbers. The Association shall provide the County with the names of two Association members who will be provided with passwords and instructions on how to access this information.

#### **23.4 NOTICE OF IN-PROCESSING MEETINGS**

The County holds two new employee in-processing meetings each week on regularly established days and times. The County shall notify the Association of the regularly scheduled days and times for such meetings and shall provide the Association with at least ten days advance notice of any change in the regularly established days or times. If, due to special circumstances, an in-processing meeting must be held on a different day or time than the regularly established day and time and any members of this bargaining unit are scheduled to attend, the County will provide the Association with as much notice as practicable of such meeting.

#### **23.5 FINANCIAL REPORT**

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

#### **23.6 INDEMNIFY AND HOLD HARMLESS**

The Association 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 any action taken or not taken by the County under the provisions of this Article (Article 23).

#### **23.7 PAYROLL DEDUCTIONS AND PAY OVER**

The County shall deduct Association dues and premiums for approved Association insurance programs from the pay of employees in the Sheriffs' Supervisory Representation Unit in conformity with County regulations. The County shall promptly pay over to the designated payee all sums so deducted.

### **ARTICLE 24 GRIEVANCE PROCEDURE**

The County and Association recognize that early settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the Association. In presenting a grievance, the aggrieved and/or their 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 Sheriffs' Supervisory 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 Sheriffs' Supervisory 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 19; and
  - f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
  - g. Discrimination or harassment complaints.
  - h. Complaints regarding Workers' 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 Association. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of understanding, minute order or resolution of the Board of Supervisors or State law. Association grievances shall comply with 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 the Sheriffs' Supervisory Representation Unit and unless such dispute falls within the definition of a grievance as set forth in the Article.

7. The Association agrees to notify the County of its Grievance Representative. A Grievance Representative shall be authorized a reasonable amount of time off to evaluate alleged grievances and advise employee regarding the processing of an alleged grievance prior to submitting the grievance. The Grievance Representative shall arrange with their immediate supervisor prior to using County time to assist in grievance processing.

D. Procedure

1. Informal Grievance

Any employee who believes that they have a grievance may discuss their 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. The grievance shall be submitted on a County of Santa Cruz Employee Grievance Form and shall contain the following information:

- (1) The name of the grievant(s);
- (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 grievant(s) 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 officer. The written appeal shall be filed with the Personnel Director.

d. HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the grievant(s) and the County. Each party shall bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The County and the Association shall mutually agree upon or jointly select a panel of seven hearing officers from names provided by the State Mediation and Conciliation Service. The County and the Association may mutually agree to use a hearing officer not on the list or to add to, or modify the list. Members of the panel shall be advised of and agree to the following:

- (1) Within ten (10) calendar days of receipt of the appeal at step 3, one hearing officer shall be selected by rotation from the panel. A hearing shall be scheduled within thirty (30) calendar days of receipt of the appeal.
- (2) Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the County and the grievant may submit briefs to the hearing officer in lieu of a hearing.
- (3) Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and recommend a disposition of the grievance to the County Administrative Officer within fifteen (15) calendar days of the conclusion of the hearing. The hearing officer shall have no power to recommend amendment to the Memorandum of Understanding, a resolution or minute order of the Board of Supervisors, ordinance, State law, or written rule.
- (4) The hearing officer's findings of fact and recommended disposition shall be forwarded to the County Administrative Officer and to the grievant. Within ten (10) calendar days of receipt, the County Administrative Officer shall make a decision on the grievance.
- (5) If any decision by the County Administrative Officer requires action of the Board of Supervisors before it can be placed in effect, the County Administrative Officer shall recommend to the Board of Supervisors that it implement the decision.

## **ARTICLE 25 LAYOFF PROVISIONS**

### **25.1 DEFINITIONS**

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

### **25.2 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.

### **25.3 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.

### **25.4 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.

### **25.5 ORDER OF LAY OFF**

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."

### **25.6 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 they 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, they shall displace first in the highest class in which they have rights. Should an employee have the right to displace to two or more equal, lower classes, they shall displace first to the most recently occupied equal class.

### **25.7 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.

#### **25.8 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.

#### **25.9 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 pursuant to Article 21.5. 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 pursuant to Article 21.5. If there is no County-wide Overfill List, the order of certification shall be: (1) County-wide Reemployment List; and (2) other employment lists as specified in Civil Service Rule VI B 2.

C. Retention of Reemployment List Status

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

1. They refuse one offer of an interview or one offer of reemployment in the class from which they were 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.

## **25.10 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.

#### **25.11 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 without regard to other provisions of the Article.

#### **25.12 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 they wish 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 26 UNPAID DAYS OFF**

The County will meet and confer on the effect of temporary layoffs.

#### **ARTICLE 27 OTHER PROVISIONS**

- A. Existing and newly appointed employees in the 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.

- B. The County agrees to provide hepatitis inoculations on a voluntary basis to employees in this representation unit.

**ARTICLE 28 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.

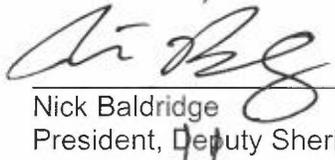
In the event of a declaration of a fiscal emergency, it is the county's intent to also reopen the collective bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's.

**ARTICLE 29 SEVERABILITY**

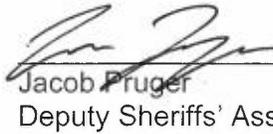
In the event that any provision of this Memorandum of Understanding be declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum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

FOR THE ASSOCIATION:

 1/6/22  
Date  
Michael Pruger  
Chief Negotiator

 2/2/22  
Date  
Nick Baldrige  
President, Deputy Sheriffs' Association

 2/2/22  
Date  
Travis Huntsman  
Deputy Sheriffs' Association

 01/06/22  
Date  
Jacob Pruger  
Deputy Sheriffs' Association

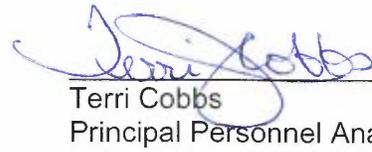
 2/1/22  
Date  
Ethan Rumrill  
Deputy Sheriffs' Association

FOR THE COUNTY:

 2/25/2022  
Date  
Ajita Patel  
Chief Negotiator

 2/23/22  
Date  
Mitch Medina  
Undersheriff

 2/14/22  
Date  
Claire Schwartz  
Employee Relations Program Manager

 2/16/22  
Date  
Terri Cobbs  
Principal Personnel Analyst

 2/16/22  
Date  
Mitsuno Baumeister  
EEO Officer



