

**SANTA CRUZ COUNTY
SHERIFF'S CORRECTIONAL OFFICER REPRESENTATION UNIT**

MEMORANDUM OF UNDERSTANDING
July 1, 2012 – November 30, 2018

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ARTICLE 1

MEMORANDUM OF UNDERSTANDING - INTRODUCTION

This is a Memorandum of Understanding between the Management Negotiating Team for the County of Santa Cruz and the Sheriff's Correctional Officers Association Negotiating Team. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and the Sheriff's Correctional Officers Association, for County Employees in the Sheriff's Correctional Officers Representation Unit for the period beginning July 1, 2012 and ending November 30, 2018.

It is understood and agreed that this MOU represents a complete and final understanding on all negotiable issues between the County and its departments and the Sheriff's Correctional Officers Association. This Agreement supersedes all previous memoranda of understanding or agreements between the parties on matters within the scope of representation except as specifically referred to in this Agreement. All ordinances, resolutions, minute orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement.

The provisions herein shall remain in effect for the life of the Agreement and neither party is obligated to reopen on any matter covered in this Agreement. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the County, the Sheriff's Correctional Officers Association shall be afforded notice pursuant to the County's Employer-Employee Relations Policy and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action after meeting and conferring, the County reserves the right to take necessary action by Management direction.

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

ARTICLE 2

RECOGNITION

The County of Santa Cruz (herein referred to as "County") recognizes the Santa Cruz County Sheriff's Correctional Officers Association (hereinafter referred to as "Association") as the exclusive bargaining representative for all employees in "permanent" (i.e., budgeted) positions within the Correctional Officer Representation Unit.

The County recognizes that budgeted positions in the following job classifications are in the Sheriff's Correctional Officers Representation Unit: Sheriff's Correctional Officer; Supervising Correctional Officer; Correctional Sergeant.

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

If the Association, its staff or Board of Directors 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 County 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 PRACTICES

The County and the Association agree that no person employed or applying for employment shall be discriminated against because of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal and State 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 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, he/she may directly contact the County Safety Officer.

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 has 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 INOCULATIONS & TESTS

The County agrees to provide tuberculosis tests, and tetanus and hepatitis inoculations, on a voluntary basis to employees in this Representation Unit.

Notwithstanding the above, tuberculosis tests will be mandatory during the period when deemed necessary by the Medical Services Director/Health Officer.

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 28. 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.

- B. Additional - 7/12 Schedule.

1. For employees on a five day/eight hour work schedule it is understood and agreed that no overtime or hours of paid leave beyond 80 in a pay period, including any straight time overtime, shall be a factor or credit for purposes of step advancement, contributions to PERS, paid leave accruals, pay differentials, or seniority accrual.
2. For employees on a seven day/twelve hour work schedule, it is understood and agreed that no overtime or hours of paid leave beyond 80 in a pay period, including any straight time overtime, shall be a factor or credit for purposes of step advancement, paid leave accruals, pay differentials, or seniority accrual. For such employees, no overtime hours beyond 84 in a pay period, including any straight time overtime, shall be a factor or credit for purposes of contributions to PERS.
3. It is understood and agreed that, notwithstanding any other provisions of this Memorandum, regular, active employees in this unit working in Detention Facilities and assigned to a 7 day/12 hour work schedule may, under

authorization and eligibility requirements set forth for each leave type, use up to 84 hours (if full-time; 42 hours if half-time) of paid leave in a pay period. Such paid leave is limited to vacation, sick leave, bereavement leave and court leave. It is further understood and agreed that this is not a guarantee of 84 hours of pay period. This provision only applies when the assigned hours of work are less than 84 (if full-time; 42 if half-time) in a pay period and paid leave in the form of vacation, sick leave, bereavement leave and/ or court leave has been authorized for which the employee is eligible.

C. Alternate – 4/10 Schedule

1. Employees assigned to a special team (i.e. CAP) may be assigned to a 10 hour work day, 4 days a week; working 80 hours in a pay period.

D. Pre & Post Shift Activities

The 2% increase the Board adopted became effective December 31, 2008 and the other financial terms herein are full compensation for any and all pre and post shift work activities that may have occurred, may occur in the future, and may be compensable under the FLSA. These activities include but are not limited to the donning and doffing of duty boots, uniform, pants, shirt, and duty utility belt, and the exchange of radio, keys, etc. and shift information.

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. Pay Adjustments.

1. Effective the pay period beginning July 4, 2015, add a new top step and remove the present step 1. The existing salary schedule will remain at 7 steps.
2. Effective the pay period beginning July 2, 2016, add a new top step and remove the present step 1. The existing salary schedule will remain at 7 steps.
3. Effective the first full pay period in July 2017, add a new top step and remove the present step 1. The existing salary schedule will remain at 7 steps.

- 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.

1. Requirement for Step Advancement - Seven Step Salary Range. For persons appointed to a position in this representation unit, the following criteria for step advancement apply:

- a. The first step in each schedule is the minimum rate and may be the hiring rate for the class.
- b. The second step may be paid at any time after 2080 hours of satisfactory or better service at the first step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon the recommendation of the appointing authority.
- c. The third step may be paid at any time after 2080 hours of satisfactory or better service at the second step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
- d. The fourth step may be paid at any time after 2080 hours of satisfactory or better service at the third step, as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
- e. The fifth step may be paid at any time after 2080 hours of satisfactory or better service at the fourth step, as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon recommendation of the appointing authority.
- f. The sixth step may be paid at any time after 2080 hours of satisfactory or better service at the fifth step as evidenced by a meets job standards, exceeds job standards, or outstanding overall employee performance rating and upon the recommendation of the appointing authority.
- g. The seventh step may be paid at any time after 2080 hours of satisfactory or better service at the sixth step as evidenced by a meets job standards, exceeds job standards or outstanding overall employee performance rating and upon the recommendation of the appointing authority.

D. Hours of Service for Purposes of Step Advancement.

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

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

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

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

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

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

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

1. Definition. A lower class is one in which the fifth step hourly rate of the range for the new class is less than the fifth step hourly rate of the range for the current class.
2. Appointment to a Lower Class Other than Downward Reclassification.
 - a. Application. The provisions of paragraphs (b) and (c) below shall

apply to all types of appointment to a lower class, except a Y-rate, including: demotion, appointment to a former class, displacement to a lower class, return from provisional promotion, and return from work in a higher class.

- b. To Class of Previous Service. If the employee had previously served in the lower class to which appointed, such employee shall have all time served in the higher class count as continuous service in the lower class for purposes of step placement and advancement.
- c. To Class with NO previous service. Upon appointment to a lower class, the employee's salary shall be adjusted to the same salary range of the new salary range that he/she was receiving in the salary range of the higher class and the employee shall receive credit for hours of service accrued in the step in the higher class for purposes of determining step advancement in the lower class.

3. Downward Reclassification.

- a. Overfill Status. When an occupied regular or limited term position is reclassified downward, the probationary or permanent incumbent may retain the salary of their former class by being placed in an overfill status for a period not to exceed five years from the effective date of reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general salary adjustments and accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status.

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

During the overfill period, the employee's name shall be certified to vacant positions in the former class: (1) in the same department in order of seniority, and (2) in other departments. An employee who is overfilling shall be demoted to the new class upon:

- 1) refusal of one offer of employment in the former class in the same department; or
- 2) refusal of three offers of employment in the former class in other departments; or

- 3) at the termination of a five year overfill period; whichever 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.

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

- 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.

- I. Economic Reopener for Fiscal Emergencies

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

In the event of a declaration of a fiscal emergency, the County may reopen this MOU for purposes of negotiations on economic issues outlined above, so long as the County reopens all other multi-year MOUS. The County shall provide notice to the Association five days prior to consideration by the Board of Supervisors of a fiscal emergency under this provision

ARTICLE 13

RETIREMENT

A. Retirement Formulas

1. Tier 1 – Employees hired before June 9, 2012 receive the 2% @ 50 (2.7% at 55) local safety retirement formula with retirement benefits based on the employee's single highest year of compensation (FAE1).
2. Tier 2 – Employees hired between June 9, 2012 and December 31, 2012 shall receive the CalPERS 2% @ 50 (2.7% at 55) formula with benefits based upon the employees 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 PEPRA shall receive the CalPERS "Safety Option 2" plan (2% at age 50, 2.7% at 57) with benefits based upon the employees final average compensation of three (3) years (FAE3).

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

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

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 Tier 3 retirement shall pay 10% or one half of the normal cost of the benefit specified in Article 13.A.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 increase by the same amount so that at all times these employees are paying at least half of the normal cost of their retirement benefit as required by PEPRA. If one half of the normal cost s of the Tier 3 benefit decreases, the Tier 3 employees' retirement contribution shall remain at 10% and any difference between 10% and the one half the normal cost shall be considered an employee "pick up" of the employer contributions.

Effective July 4, 2015, all employees in CalPERS Tier 1 and Tier 2 retirement plans shall contribute an additional 1% towards the cost of their retirement plan, for a total contribution of 10%. The 10% includes 1% toward the employer contribution.

ARTICLE 14 INSURANCES

14.1 MEDICAL COVERAGE & FLEXIBLE HEALTH ALLOWANCE.

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

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

B. Contributions

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 monthly amount for active, eligible employees in budgeted positions who elect to participate in such program.

1. For calendar year 2014, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTIONS

- (1) Employee only = 95% of the 2011 Blue Shield Access (EXT) HMO premium (\$641.73) less the PEMHCA contribution in 1b(1) below.
- (2) Employee + one dependent = 90% of the 2011 Blue Shield Access (EXT) HMO premium (\$1,215.92) less the PEMHCA contribution in 1b(2) below.
- (3) Employee + two or more dependents = 90% of the 2011 Blue Shield Access (EXT) HMO premium (\$1,580.70) less the PEMHCA contribution in 1b(3) below.

b. CalPERS PEMHCA CONTRIBUTION

- (1) Employee only = \$119.
- (2) Employee + one dependent = \$119.
- (3) Employee + two or more dependents = \$119.

2. For calendar year 2015, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTIONS

- (1) Employee only = 80% of the 2015 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 2b(1) below.
- (2) Employee + one dependent = 80% of the 2015 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 2b(2) below.
- (3) Employee + two or more dependents = 80% of the 2015 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less 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 determined by CalPERS on an annual basis.
- (3) Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

3. For calendar year 2016, the County will provide the following monthly benefit contributions for active employees:

a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTIONS

- (1) Employee only = 80% of the 2016 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 3b(1) below.
- (2) Employee + one dependent = 80% of the 2016 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 3b(2) below.
- (3) Employee + two or more dependents = 80% of the 2016 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less 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 determined by CalPERS on an annual basis.
 - (3) Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
- 4. For calendar year 2017, the County will provide the following monthly benefit contributions for active employees:

- a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTIONS

- (1) Employee only = 80% of the 2017 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 4b(1) below.
 - (2) Employee + one dependent = 80% of the 2017 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 4b(2) below.
 - (3) Employee + two or more dependents = 80% of the 2017 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less 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 determined by CalPERS on an annual basis.
 - (3) Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

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

- a. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTIONS

- (1) Employee only = 80% of the 2018 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 5b(1) below.
 - (2) Employee + one dependent = 80% of the 2018 premium for the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less the PEMHCA contribution in 5b(2) below.
 - (3) Employee + two or more dependents = 80% of the 2018 premium for

the lowest cost health plan from among Blue Shield Access (EXT) HMO, Blue Shield Net Value, and Pers Choice less 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 determined by CalPERS on an annual basis.
- (3) Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

C. Deductions

Employees in this representation unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the PEMHCA Program, or any other CalPERS approved County offered alternate medical plan in which they and their dependents are enrolled.

- D. Employees hereby authorize the County to make a payroll deduction for the payment of the required CalPERS administrative fee based upon the plan selected by the employee.
- E. Should CalPERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by CalPERS.
- F. Pre-Tax Dollar Program. The County will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

G. Indemnify, Hold Harmless and Defend.

The Union and 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 actions taken or not taken by the Union and Association or by the County under the provisions of this Article (14.1), in administering the provisions of the PEMHCA Program or any other CalPERS approved County offered alternate medical plan, including but not limited to, eligibility, coverage, benefits, conversion provisions, continuation coverage, and exclusions, as well as any liability for any taxes or penalties resulting from any conflicts with or violations of Internal Revenue Codes.

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

- I. No Cross Coverage. No person may participate in the PEMHCA Program or any alternate medical plan as a dependent if that person is enrolled as an employee or retiree regardless of the employer.

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. Employees electing no medical coverage must supply proof of alternate coverage and may opt out of County health insurance coverage as set forth in Section 14.1 and, in lieu, receive a cash payment of \$150 per month. Reimbursements to employees shall be made on a quarterly basis.

14.2 DENTAL PLAN.

The County agrees to pay the premium for eligible employees and dependents for dental coverage during the term of this agreement. Employees and dependents must be enrolled in the same dental plan. 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 LONG TERM DISABILITY.

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

14.4 LIFE INSURANCE.

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

14.5 WHO AND WHEN COVERED.

A. Employee Insurances

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

month following the month of separation from employment.

B. Dependents Insurances

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

14.6 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

- A. Employees granted leave of absence without pay for one full pay period or longer must notify the Employee Insurances/Benefits Division of the County Personnel Department and make arrangements for continuation and payment of insurances in advance. As used herein (Article 14.6), payment "in advance" means the last working day of the pay period in which the payment is due. If the last day of the pay period is 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. 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.

For continuance of medical coverage through a CalPERS health plan, the employee must apply to CalPERS, by completing and returning the required form to the Employee Insurance/Benefit Section of the County Personnel Department and paying one full monthly premium amount in advance, in accordance with the California Code of Regulations Section 2 CA ADC 599.504

If the employee does not pay for insurance coverage during the leave of absence, he/she is treated like a new employee with regard to determining when coverage begins for each type of insurance. Should employees and/or their dependents not be

covered during a leave of absence without pay, they will be treated as initial enrollees for all insurances which may include qualification periods for some benefits, and payroll catch-up contributions, upon return of the employee to active employment status.

- B. When an employee is on a leave of absence without pay for any reason, the County's contribution for employee insurance (e.g., medical, dental, vision, life) ceases for the employee and any dependents except as provided in 1 and 2, immediately below. The County's contribution to medical coverage will cease at the beginning of the first full pay period of the leave of absence without pay and medical coverage will terminate on the first day of the following month.

1. Family Medical Leave ("FMLA Leave") and California Family Rights Act (CFRA) of Absence ("FMLA/CFRA 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/CFRA leave of absence without pay as if the employee were actively working or on paid leave. Employees on an approved FMLA/CFRA leave shall be responsible for payment in advance for their medical premium costs during such leave of absence without pay.

Should the period of leave of absence without pay extend beyond the duration of the approved FMLA/CFRA 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 Insurance Coverage While on Other Medical Leave of Absence (non-FMLA/CFRA leave). The County's contribution towards Employee only medical, dental, vision and life insurance coverage shall continue during the period of the employee's Other Medical Leave of Absence.
3. Continuation of Employee Insurance While on Personal Leave of Absence. The employee on Personal Leave of Absence is not eligible to receive the County contribution amount towards any insurance benefits for themselves or their dependents(s).
4. The County shall have the right to recover from the employee any insurance contribution amounts unpaid and non-recoverable with regard to employee's/dependent coverage through payroll deduction, attachment of wages, deduction from wage/accrual payoff upon separation, civil action, or other actions.

14.7 VISION PLAN

The County agrees to pay the premium for the employee only and to maintain the vision care benefit during the term of this agreement.

Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement. The vision plan will permit the one-time enrollment of a dependent at any time through age five (5). All other dependents not enrolled in the

vision plan when first eligible may be enrolled in the vision plan during the open enrollment period. Any dependent who is enrolled under the vision plan must continue in such coverage for a minimum of one year, unless the employee separates from County service prior to the end of that year. 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.

14.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS

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

14.9 RETIREE HEALTH

- A. Employees in this Unit who retire through CalPERS may enroll in a CalPERS medical plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Act (PEMHCA) Program and CalPERS regulations.
- B. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical 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. For calendar year 2011, the County will provide the same monthly medical contributions for retirees as SEIU not to exceed the actual cost of the plan selected.
 - 2. 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.
 - 3. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's longevity contribution towards retiree health insurance 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 \$507 at the age of 50 with 25 years of service for Retiree Only and to a maximum of

\$557 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 \$507 for Retiree Only and \$557 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 PEMHCA minimum or (ii) 50% of the pre-Medicare contribution as calculated per Attachment B and C.
- e. Effective in any calendar year that the PEMHCA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee with 6+ years of service, the longevity schedules (See Attachment B and Attachment C) shall be revised to reset the fixed dollar increase per year for years 6-25, thereby ensuring that the provisions of Section B.3.(b) are met.
- f. Increases to the County contribution pursuant to Section B.3.(e) shall only apply to retirees with retirement dates on or after the date of said revision(s) to Attachment B and/or Attachment C.
- g. Retirees' 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 contributions of \$507 for Retiree Only and \$557 for Retiree Plus one or more dependents.
- h. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled.

C. Nothing in this agreement guarantees continued health insurance coverage upon or after the expiration of this agreement for retirees, their dependents, or their survivors. The County reserves the right to make modifications to retiree health coverage, including termination of coverage, upon or after termination of this Memorandum of Understanding.

ARTICLE 15 OVERTIME

15.1 GENERAL

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 80 hours in a two-week work period (pay period).

On and after March 17, 2001 the following definitions shall apply:

"Overtime" means authorized time worked in excess of:

- a. 80 hours in a two-week work period (pay-period) for employees on a 5 day/8 hour schedule; and
 - b. 84 hours in a two-week work period (pay-period) for employees on a 7 day/12 hour schedule.
3. "Two-Week Work Period" means County pay-period of fourteen consecutive day period commencing Friday at midnight (12:01 a.m. Saturday) and ending the second Friday thereafter at midnight (12 a.m.).

B. Authorization. Provided that budgetary limits are not exceeded, department heads may authorize overtime for employees within their department when the workload in the department dictates the need.

1. Emergencies. In cases of emergency (County Code 5.15.020), budgetary limits may be exceeded but department heads shall report the action to the County Administrative Officer on the first regular work day following the performance of the overtime worked.
2. Advance Approval Required. Employees cannot work overtime without the advance approval of department heads or their designated agents.
3. Time Off At Convenience of Department. Time off in lieu of overtime pay shall be granted at the convenience of the department head.
4. Eligibility. All employees are eligible for overtime pay.

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 workday, the hours of holiday leave shall be counted as time worked for purposes of computing overtime if the holiday is not worked.
 - b. Hours worked on holidays shall be counted as time worked for purposes of computing overtime.

- c. 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.

- 3. 7/12 Schedule. Paragraph 2, of this Part (C), shall not apply to employees assigned to the 7 day/12 hours schedule.

15.2 COMPENSATION FOR OVERTIME

- A. Employees in this Unit shall receive payments in cash for all overtime worked in the amount of one and one-half (1-1/2) times the employee's FLSA hourly "regular rate."
- B. Effective February 17, 2001, officers belonging to the Correctional Officers Representation Unit scheduled for Mandatory Overtime call-in will be compensated at \$10 if not given twenty-four hours prior notice that they are not needed for the shift for which they were scheduled.
- C. Employees who are "compelled" into work on a regular day off or on a scheduled vacation day shall be compensated at time and one-half for those hours worked on the following days, regardless of whether the employee has met the criteria as defined under 15.1 (A) (2): Christmas, Christmas Eve, Thanksgiving, New Years Eve, Fourth of July and Halloween.

ARTICLE 16 CALL BACK PAY AND COURT APPEARANCE PAY.

16.1 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.

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

16.2 COURT APPEARANCE PAY

Employees who are required to return to work to appear in court at a time other than their regular shift shall receive the pay rate of one and one-half (1-1/2) times their base rate of pay with a minimum of four (4) hours, except as follows:

- 1. No more than one four (4) hour minimum shall be paid for any one day.

2. 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.
3. When a court appearance occurs less than four (4) hours from the beginning of a shift, the employee shall receive court appearance pay at time and one-half (1-1/2) his/her base rate until his/her shift begins.
4. This four- (4) 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 (1-1/2) the base rate.
5. No employee shall be compensated for court pay and court leave simultaneously.
6. All court time worked shall count as time worked for the purposes of calculating overtime.
7. 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").
8. Travel time to and from the site of the court appearance shall not be considered time worked.

ARTICLE 17 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, or carry a pager during off duty hours, and the employee must be able to report to a specified job site within a one hour period. To be assigned on-call duty, an employee must be on a written on-call department schedule that has been approved by the County Administrative Officer.

B. County Administrative Officer Approval.

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

C. Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered actual hours worked which counts towards overtime.
2. An employee who is called back to duty shall be considered on-call until he/she reaches the job site 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.

D. Compensation. An employee assigned on-call duty shall be compensated at a rate of \$2.00 per hour for a period when assigned to be on-call.

ARTICLE 18 NOTICE ON CHANGES IN WORK SCHEDULE

In so far as practical, a minimum of two (2) calendar weeks advance notice shall be given to employees in the Correctional Officer Unit for changes in work assignment which affect:

1. Regular scheduled working hours;
2. Normal location for reporting to duty;
3. Uniformed or non-uniformed status of employees.

Notwithstanding the above, the parties agree that application of the 7/12 schedule at the Roundtree Facility requires shorter notice with respect to a change in regularly scheduled work hours. Employees on a alternate 7/12 work schedule at the Roundtree Facility may, upon 48 hours advance notice, have their regularly scheduled working hours changed within the work period (e.g., the shift to begin four hours later). Such changes in regularly scheduled work hours are not intended to alter the normal total of hours worked within the two-week work period.

For the bi-annual shift assignment schedule, in so far as practical, a minimum of four (4) calendar weeks advance notice shall be given to employees in the Correctional Officer Unit.

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.

ARTICLE 19 7/12 SHIFT ASSIGNMENTS/VACATION SIGN UP- DETENTION FACILITIES

A. Shift Assignments - Within Facility. Shift assignments shall be scheduled semi-annually to coincide with the semester year.

1. Shift assignments will be based on the needs of the department, taking into consideration the individual officer's concerns for assignment or preference of shift assignment. During such selection periods, staff will submit preference slips detailing first, second, and third choices with explanation as to the reasons or needs for these preferences and the department will consider shift trades among employees.
2. The Sheriff's Office intends to follow these guidelines in determining shift assignments for Correctional Officers:

- a. Shift schedules for which employees may express a preference will be posted in advance of the schedule change. Employees will be given preference by seniority, provided that the department shall determine the adequate staffing requirements, and that the limitations of assignment by sex and number of trainees by facility are met, and the requirement of having experienced and qualified employees, including those receiving a bilingual pay differential, on duty on each team in each facility are met in making such assignments.
 - b. Assignment of Probationary Employees. During the probationary period, an employee shall be assigned to whatever shift the department deems necessary for training and evaluation, or to meet staff shortages. A probationary employee may be required to rotate assignments and teams for orientation training purposes, and to become familiar with various personnel on each team. The time spent by an employee on team rotation may be shortened or lengthened beyond the probationary period pursuant to the department's determination of the employee's ability to absorb training and fully qualify to meet the requirements of the job. Upon completion of the above team rotation, an employee will be assigned to a team. Such team assignment will be based on the needs of the department.
 3. In accordance with (1), above, and the succeeding semi-annual schedule in accordance with (2), above, and so forth, so that two schedules by "seniority" are alternated with one schedule by "management direction."
 4. Employees in the Supervising Correctional Officer and Correctional Sergeant classes will be given preference for shift assignments based on their seniority in their respective job class.
 - a. The department reserves the right to assign employees in these classes based on the needs of department to ensure adequate supervisory coverage.
 5. Employees shall have a reasonable expectation to retain their assignment for the duration of the shift bid period. However, nothing in this section prohibits the department from making an assignment change to meet the operational needs of the department. If circumstances require the department to re-assign the employee from their assigned shift, the affected employee will be given a thirty-day notice prior to the change, except in cases of emergency. It is agreed that the Chief of Corrections Bureau will meet with affected employee(s) individually one week prior to the issuance of the 30 day notice of transfer
- B. Vacation Scheduling - Within Facility. Employees will be given preference by "seniority" as defined immediately below for the scheduling of vacation, provided that: (1) the department shall determine the adequate staffing requirements, and that the limitations of assignment by sex and number of trainees by facility are met, and that the requirements of having experienced and qualified employees on duty on each team in a facility are met in scheduling such vacations; and (2) once the vacation schedule has been established a more senior employee shall

not be able to use his/her seniority to "bump" another employee's primary vacation time within thirteen (13) weeks of the beginning date of the less senior employee's vacation. "Primary" vacation means authorized vacation leave for one week (four days for an employee on a 4-10 schedule); five days for an employee on a 5/8 schedule; three or four days depending on the week of the pay period for an employee on a 7/12 schedule).

Subject to management necessity, in the water street facility, at least one bargaining unit member on each shift shall be permitted to take vacation leave.

- C. For purpose of this article, seniority is defined as the total service credit of an employee in any class covered by the Correctional Officers Bargaining Unit provided that for the purpose of shift pick, service in a lower class previously held by the employee shall not be counted

ARTICLE 20 PAID LEAVE

20.1 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 "Presidents' Day"
4. March 31, known as "Cesar Chavez Day"
5. The last Monday in May, known as "Memorial Day"
6. July 4, "Independence Day"
7. The first Monday in September, known as "Labor Day"
8. The second Monday in October, known as "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. Dec 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 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 for a half-day on the preceding Friday.

Statewide and local election days shall be regular County workdays.

B. General Provisions

1. Non-standard 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.

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 his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.
 4. Employees on 4/10 schedule. Employees on the 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).
- C. Holiday Compensation - 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.) his/her last scheduled workday prior to the holiday and his/her first scheduled work day following the holiday.
- D. Exclusions.
1. Extra-Help Employees. Extra-help employees shall not be eligible to receive holiday compensation.
 2. Employees on 7/Day/12 Hour Schedule. Regular employees in the Sheriff's Correctional Officer Unit who are assigned to a 7 day/12 hour schedule in Detention Facilities are excluded from the provisions of Parts A, B, and C of this section (20.1 Holidays).
- E. 7/12 Differential In Lieu of Holidays. Employees in this Unit who are assigned to a 7 day/12 hour schedule in Detention Facilities shall receive 7.07% of their base pay as a holiday differential in lieu of and for holidays. Payment of holiday pay differential shall be twice yearly, prorated on the length of active, regular service on the 7/12 schedule in Detention Facilities. These semi-annual payments shall be made on the

first payday in June and December.

"Base pay" means the hourly rate salary step of the employee for paid hours of work and paid hours of leave while in active service within the authorized hours of the position.

20.2 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. Extra-Help Employees. Extra-help employees shall not earn vacation leave.
4. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of earning vacation credit.
5. 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.

B. Vacation Allowance.

1. Correctional Officer 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:

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

10,401 -20,800 hours of service (approximately 6 through 10 years);
.0731 hours per hour of service (approximately 152 hours per year of full-time service). 20,801 -31,200 hours of service (approximately 11 through 15 years); .0923 hours per hour of service (approximately 192 hours per year of full-time service).

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

2. Employees In Correctional Officer Unit on the 7 Day/12 Hour Schedule.

- a. Each eligible full-time employee newly appointed shall be credited with 80 hours of vacation upon completion of 2080 hours of service.
- b. Eligible part-time employee 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 hours of service as follows:

2080 -10,400 hours of service (approximately 1 through 5 years);
.0385 hours per hour of service (approximately 80 hours per year of full-time service).

10,401 -20,800 hours of service (approximately 6 through 10 years);
.0577 hours per hour of service (approximately 120 hours per year of full-time service).

20,801 -31,200 hours of service (approximately 11 through 15 years);
.0769 hours per hour of service (approximately 160 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over);
.0962 hours per hour of service (approximately 200 hours per year of full-time service).

3. Correctional Officers Representation Unit on the 4 day/10 hour Work Schedule.

- a. Each eligible full-time employee newly appointed shall be credited

with 96 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 A2 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; .0461 hours per hour of service (approximately 96 hours per year of full-time service)).

10,401 – 20,800 hours of service (approximately 6 thru 10 years); .0654 hours per hour of service (approximately 136 hours per year of full-time service).

20,801 – 31,200 hours of service (approximately 11 thru 15 years); .0846 hours per hour of service (approximately 176 hours per year of full-time service).

31,201 hours of service and over (approximately 16 years and over); .1038 hours per hour of service (approximately 216 hours per year of full-time service).

- 4. 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.
- 5. 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.

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 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. It is agreed that it is in the best interest of both the County and the employee that each employee take earned vacation time. Therefore, employees are not 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.
 7. With the approval of the Sheriff or his/her designated representative, an employee may be offered the option of forfeiting vacation time in lieu of disciplinary days off from work which have been assessed by the Sheriff or his/her designated representative following due process disciplinary proceedings.
- D. Vacation Payoff Upon Separation. Full-time and part-time employees who are eligible for vacation under subsection A of this section shall be paid the monetary value of any earned vacation to their credit at the time they separate from the County service. Payoff of unused vacation upon separation eliminates all earned vacation accrued to employees.

20.3 SICK LEAVE

- A. Eligibility. Sick leave benefits shall only be provided to those regular employees in classes assigned to the Correctional Officer 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 receive sick leave after the completion of 1040 hours of service.
 2. Part-time Employees. Each employee in a part-time position shall be eligible to receive sick leave after completing hours of service equivalent to six months, provided, however, that the six months shall be determined by multiplying the authorized weekly number of hours for the position by 26.
 3. Extra-help Employees. Extra-help employees shall not earn sick leave.
 4. Provisional Employees on Original Appointment. If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for

purposes of earning sick leave credit.

5. Employees Reappointed from Layoff. Employees who are laid off and reappointed within a period of 24 months of layoff shall receive credit for hours of service accumulated prior to layoff for purposes of determining eligibility for sick leave.
6. 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 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 earned sick leave accrued by employees.
2. Reinstated Employees. Employees granted reinstatement do not receive credit for any sick leave earned prior to their resignation.
3. Accrual - Employees in the Correctional Officer Unit.
 - a. Eligible full-time employees shall be credited with 48 hours of sick leave upon completion of 1040 hours of service.
 - b. Eligible part-time employees shall be credited with sick leave on a prorated basis proportionate to the authorized hours of their position, upon completion of the required hours of service under subsection A.2 of this article.
 - c. Thereafter, each eligible part-time and full-time employee shall accumulate .0462 hours of sick leave for each subsequent completed hour of service (approximately 96 hours per year of full-time service).

C. Permissible Uses.

1. Employee.

Sick leave with pay can be used in the case of a bona fide illness or incapacity of the employee upon the approval of the department head.

2. Family.

- a. Employees shall be granted permission to use accrued sick leave to attend to the illness of a child, parent or spouse/domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his or her

child, parent or spouse/domestic partner. As used in this paragraph: "child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian.

- b. In conformance with State law, employees shall be granted permission to use accrued sick leave to attend to the illness of a child, parent or spouse/domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of such leave to attend to any illness of his 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.
- c. The Director or a Department Head may require evidence in the form of a physician's and/or the County medical director's certificate of the adequacy of the reason for any absence.

D. Limitations on Use.

- 1. Sick leave is not allowed when the disability results from willful self-inflicted illness, injury or misconduct, or in the event of disability sustained on leave of absence.
- 2. Accrued sick leave 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.
- 3. An employee must use all sick leave accrued prior to going on a leave of absence without pay for illness, injury, or incapacity to work.

E. Maximum Accrual.

The maximum accrual prior to August 29, 1992, was 1440 hours. For the period August 29, 1992 through March 21, 1997, the maximum sick leave accrual was 600 hours; accruals in excess of 600 hours were grandfathered as of August 29, 1992.

Effective March 22, 1997, sick leave pay will be accrued up to a maximum balance of 1440 hours.

F. Conversion of Unused Sick Leave Upon Separation.

- 1. Full-time Employees with 2080 - 10,400 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 2080 -10,400 hours of service prior to such separation shall thereupon be paid:

- a. For employees in budgeted positions, 10% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave - 160, multiplied by .10). The maximum number of conversion hours shall not exceed 300.
2. Full-time Employees with 10,401 - 20,800 Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 10,401 -20,800 hours of service prior to such separation shall thereupon be paid:
 - a. For employees in budgeted positions, 25% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave - 160, multiplied by .25). The maximum number of conversion hours shall not exceed 300.
3. Full-time Employees with 20,801 and Over Hours of Service. Any employee in a full-time position who separates from County employment upon a resignation in good standing, or by a lay-off, retirement, or death, and who has completed 20,801 or more hours of service prior to such separation shall thereupon be paid:
 - a. For employees in budgeted positions, 50% of the monetary value of any unused sick leave then to the credit of such employee, less 160 hours equals the number of conversion hours (i.e., accrued sick leave - 160, multiplied by .50). The maximum number of conversion hours shall not exceed 300.
4. Part-time Employees. Each employee in a part-time position shall be eligible for conversion of sick leave as set forth above in sub-paragraphs 1, 2, and 3 of this subsection, 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.
5. 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 conversion hours of unused sick leave, not to exceed 300 hours.
6. Elimination of Sick Leave. Conversion of sick leave at the time of separation eliminates all sick leave earned by the employee.

20.4 COURT LEAVE

- A. Regular and Limited-Term Employees. 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 graveyard 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.
- E. No deductions shall be made from the salary of employees while on jury duty if they have waived or remitted to the County the fee for jury duty. If they have not so waived or remitted the jury fee, they shall be paid only for the time actually worked in their County position.
- F. No employee shall be compensated court pay and court leave simultaneously.

20.5 OTHER LEAVE

- A. The County agrees to provide to regular employees in this Unit paid leave as provided for in California Labor Code Sections 4850, 4851, 4852, 4853, and 4854, as such Sections apply to employees in the classes of Sheriff's Correctional Officer, Supervising Correctional Officer, and Correctional Sergeant who are assigned to guard and supervise prisoners in County detention facilities. Both parties agree that such employees come within the scope of "active law enforcement service" for purposes of paid leave under Section 4850 only.

Both parties agree that all employees who receive such paid leave shall not accrue sick leave during such leave.

B. Bereavement Leave.

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

The parents of the employee, the employee's spouse/domestic partner, the parent's of the employee's spouse/domestic partner, the step-parents of the employee and/or employee's spouse/domestic partner, the grandparents of the employee, and the brother and/or sister of the spouse/domestic partner of the employee. Also included are the sister and brother of the employee; children, grandchildren, stepchildren and adopted children of the employee and/or spouse/domestic partner.

Family members listed above pertaining to the employee's domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership.

Such leave shall be limited to three (3) days per occurrence for deaths occurring within California or five (5) days occurring outside of California.

ARTICLE 21 LEAVE OF ABSENCE WITHOUT PAY

(Also see Family Care and Medical Leave Notice 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 with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment. No leave of absence shall be granted by a department when an employee has indicated that he/she intends to terminate or is terminating from regular County service, without the prior approval of both the Personnel Director and Risk Manager.
- 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 (prorated for part-time---e.g., 80 hours for a half-time employee).
 - 1. Eligibility.
 - a. Permanent and Non-Civil Service Employees. An employee who has permanent or non-Civil Service status in their present class may be granted leave of absence without pay by the appointing authority for the purpose of improving the training of the employee for their position or career in the County Service, 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.
 - b. Probationary and Provisional Employees on Original Appointment. Employees on an original appointment with probationary or provisional status may be granted a departmental leave without pay by the appointing authority in the case of illness or where it is clearly in the best interest of the County and requires the full attention of the employee.
- C. County Leave of Absence Without Pay in Excess of 160 Working Hours. Regular employees may be granted a leave of absence without pay in excess of 160 hours (prorated for part-time employees) as provided in B, above, subject to the prior approval of the Personnel Director.

The maximum period of leave of absence without pay is one (1) year pursuant to Civil Service Rule XI B.
- D. Right of Return.

1. Permanent Employees. The granting of a leave of absence to an employee who has permanent status in her/his present class guarantees the right of her/his return to a position in the same class in her/his department at its expiration, 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 (21), employees returning from an approved Family Care or Medical Leave of Absence shall have the right of 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.
- F. Continuation of Insurance Benefits During Leave Without Pay. To assure continuation of insurance benefits, employees must notify the Risk Management Division of the County Personnel Department when granted a leave of absence without pay in excess of one pay period. (See Article 14.6.)
- G. Limitation on Use.
1. Employees must use all earned sick leave prior to the effective date of any leave of absence without pay in case of illness.
 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 which must be mutually agreed upon before the leave is approved.
 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 22 ABSENCE WITHOUT LEAVE

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

Such resignation shall be rescinded by the appointing authority 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 Section 3.24.030. The appeal is solely limited to the questions of whether it was impossible for the employee to contact the department of employment, and the employee did contact the department at the first opportunity.

ARTICLE 23 PREMIUM PAY

23.1 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. Premium pay differentials shall be applied to overtime hours.
- C. 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. The Detention Training Differential shall be applied only to hours worked .
- F. Night Shift Differential shall be applied only to hours worked.

23.2 NIGHT SHIFT DIFFERENTIAL

- A. Employees shall be paid a differential of 5% per hour above their base salary rate as and for a night shift differential for actual hours worked between the hours of 7:00 p.m. and 7:00 a.m. Such differentials shall not be applied on hours of paid leave (e.g., vacation, sick leave, holiday leave, other leave with pay).

23.3 BILINGUAL PAY

- A. The County shall provide payment of fifty cents (\$0.50) per hour above the hourly salary rate 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 payment of seventy-five cents (\$0.75) per hour above the hourly salary rate where the position is designated as requiring bilingual language skills at Level II and the employee is certified as qualified at Level II by the County Personnel Director.

"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. All Correctional Officers, Supervising Correctional Officers, and Correctional Sergeants employees meeting the criteria set forth in Section A, above, shall receive bilingual compensation. 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.
- E. The County and Association agree that bilingual pay is provided to those individuals who have passed the proficiency tests set forth above and who are utilized by the County for the more difficult interpreter work, translator work, testifying in court, etc. It is mutually understood that, relative to incidental bilingual contacts, all unit employees shall communicate with non-English speaking persons to the best of their ability without additional compensation.

23.4 TRAINING PAY

- A. A trainee shall be excluded from minimum staffing until the employee has completed the pre-academy training. During a staffing emergency, the watch commander has the discretion to temporarily assign a trainee to a solo position if that trainee has satisfactorily completed all training for that position.
- B. Detention Training Pay.
 - 1. Employee in the class of Sheriff's Correctional Officer assigned by the Sheriff to duty as a Correctional Training Officer shall be paid \$0.75 an hour for hours worked for as a Detention Training Differential. Such differential shall not be paid for any hours of paid or unpaid time off or leave. A maximum of twelve (12) Sheriff's Correctional Officers are eligible to receive this differential without the authorization of the County Administrative Officer. The assignment of training responsibilities (including: training, supervision and evaluation of new employees; cross-training of existing employees; preparation and updating of procedure manuals) to Sheriff's Correctional Officers shall be at the discretion of the County.

23.5 SUPERVISING CORRECTIONAL OFFICER DIFFERENTIAL

- A. A regular employee in the class of Supervising Correctional Officer shall receive a differential of \$0.70 per hour over his/her base hourly rate when assigned for 36 or more consecutive hours for a 7 day 12 hour work schedule or 40 or more consecutive hours for a 5 day 8 hour work schedule as the acting jail watch commander in the absence of a Sheriff's Sergeant.
- A. A regular employee in the class of Correctional Officer shall receive a differential of

\$0.70 per hour over his/her base hourly rate when assigned for 36 or more consecutive hours for a 7 day 12 hour work schedule or 40 or more consecutive hours for a 5 day 8 hour work schedule as the active supervising Correctional Officer Supervisor in the absence of a Supervising Correctional Officer.

23.6 CERTIFICATION PAY

Certificate definitions are determined by Santa Cruz Sheriff's Office Corrections Bureau Procedure (#1-7) and may be amended from time to time. Should the County intend to modify any such procedure, it shall give the Association notice and an opportunity to request meeting and conferring over any negotiable components.

Certification Pay is as follows:

Intermediate Certificate 1.9%

Advanced Certificate 3.5%

Supervisor Certificate 4.5%

ARTICLE 24 OTHER COMPENSATION PROVISIONS

24.1 UNIFORM ALLOWANCE

- A. The County agrees to provide replacements for worn out or damaged uniforms for Sheriff's Department employees in the Correctional Officer 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 | Key Holders |
| Pants | Hat | O.C. Holder |
| Jackets | Sweaters | Handcuff Holder |
| Ties | Utility Belts (Under/Over) | |

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 August 29, 1992, the amount of reimbursement shall not exceed \$91.32.

B. Uniform Cleaning Allowance.

Employees in the classes listed below have received adjustments to their base hourly salary rate as compensation for the cleaning of required uniforms. As of January 4, 1992, these adjustments represent a total of twenty-four cents (\$0.24) included in the base hourly rate as compensation for the cleaning of required uniforms).

24.2 MEALS IN DETENTION FACILITIES

Employees in this unit who are required to remain at their posts in a detention facility for the entire shift shall be provided with one meal per shift. The value of such meal, if any, shall not be considered in the computation of overtime pay.

Employees required to work shifts of more than 12 hours are entitled to receive a second meal if they are not allowed to leave the facility for the convenience of the County.

24.3 TUITION REIMBURSEMENT

A. Eligibility for Courses.

1. Courses must be directly relevant to management of detention facilities. Such courses must be appropriate to the knowledges and skills applicable to a second level supervisory job, although certain courses may also be relevant for Sheriff's Correctional Officers seeking advancement to Supervising Correctional Officer.
2. Courses will be limited to those providing knowledges and skills that cannot be acquired through available in-service or required training programs.
3. Courses must cover subject matter not sufficiently encompassed in the employee's previous education and experience.
4. Courses must be attended on the employee's time.
5. Courses must be taken for college credit, if credit is available.
6. Each course must be approved in advance.

B. Eligibility of Employees.

Regular employees in the Correctional Officer Representation Unit are eligible for this tuition reimbursement program.

C. Reimbursement Provisions.

1. The maximum reimbursement that may be received by an employee in one fiscal year shall be \$500.00.
2. One-half of the tuition reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent for an undergraduate course, or "B" or its equivalent for a graduate course, or a "Pass" if the course is offered only on a Pass/Fail or No Credit basis. The employee may request reimbursement for the second half after one year of employment has elapsed from the first payment. The employee is responsible for initiating appropriate claims to receive reimbursement.

Tuition reimbursement for courses costing \$50 or less will be paid in full upon completion of the course provided all other reimbursement provisions have

been met.

3. Only costs for tuition and required textbooks are reimbursable. Costs incurred for supplies, parking, mileage, meals, and any other incidental costs are not reimbursable.
4. Employees who are eligible for educational or training support by non-County, governmental or private resources (GI benefits, etc.) must use these resources first.
5. Claim Procedures.
 - a. First Payment. The employee must submit the following after completion of an approved course:
 - 1) A claim form (AUD-7, or Blue Claim) signed by the employee and by the Sheriff's Chief Deputy for the Detention Bureau.
 - 2) A copy of the original course request form.
 - 3) A dated grade certificate.
 - 4) Proof of payment of tuition and of receipts for required textbooks.
 - b. Second Half Payment. One year after completion of the approved course, the employee must submit a claim form (AUD-7) to receive the second half of reimbursement up to the \$500.00 annual maximum, together with a copy of the original course request form and a copy of the claim form for the first payment.

ARTICLE 25 ASSOCIATION SECURITY

25.1 RELATIONSHIP AFFIRMATION

The Santa Cruz County Sheriff's Correctional Officers' Association, hereinafter referred to as "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.

25.2 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 give the employee a copy of the current Memorandum of Understanding.

25.3 AGENCY SHOP

- A. Except as provided in Section 25.4, 25.5 and 25.6 of this Article (Article 25), each person appointed to a class in the Correctional Officers' Representation Unit on or

after June 14, 1986 shall, and as a condition precedent to employment, be required to execute an authorization for the monthly payroll deduction of Association dues, or of a service fee not to exceed Association dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the Association and approved by the County. The Association shall receive copies of executed authorization forms from the County Personnel Department. Payroll deductions shall commence on the third pay period of employment.

- B. Except as provided in Sections 25.4, 25.5 and 25.6 of this Article (Article 25), each person employed in the Correctional Officer Representation Unit on or before June 14, 1986, shall be liable for payroll deduction of Association dues, or of a service fee not to exceed Association dues during the term of this Memorandum of Understanding. Commencing three pay periods following the effective date of this section and continuing for the duration of this Memorandum of Understanding, the County shall make a monthly payroll deduction of Association dues or a service fee not to exceed Association dues or a charitable contribution as provided in Section 25.6 (c). This obligation supersedes the provisions of Section F of the County's employee relations resolution.

25.4 MAINTENANCE OF MEMBERSHIP

Employees in classes designated as supervisory in the Correctional Officer Representation Unit who have executed an authorization for the payroll deduction of association dues or of a service fee prior to June 14, 1986, shall continue such deductions during the period covered by this memorandum. Such employee may withdraw from deductions during the month of October as described below.

Any designated supervisory employee desiring to revoke his or her authorization for association dues or service fee shall during the month of October forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered, the letter must be received during the month of October. The Personnel Department shall promptly forward a copy of said letter to the Association.

Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period.

25.5 MODIFIED AGENCY SHOP

Each person appointed to a class designed as supervisory in the Correctional Officer Representation Unit on or after June 14, 1986, shall, unless otherwise provided in this Article (Article 25), at the time of appointment and as a condition of appointment, be required to execute an authorization for the payroll deduction of association dues, or of a service fee not to exceed Association dues and shall continue said authorization in effect during the period of employment, except that such employee may initiate a request to withdraw said authorization within the first thirty calendar days from the date of appointment or thereafter during the month of October as described below.

Said authorization shall be on a form provided by the Association and approved by the County.

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

The County Personnel Department shall promptly forward a copy of the authorization form to the Association.

Any designated supervisory employees desiring to revoke his or her authorization for association dues or service fee not to exceed association dues shall during the first 30 calendar days from the date of appointment or during the month of October forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered, the letter must be received no later than 30 calendar days from the date of appointment to the designated supervisory class or during the month of October as specified in 25.4. The Personnel Department shall promptly forward a copy of said letter to the Association. Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period. Payroll deductions shall commence on the third pay period of appointment.

25.6 EXCLUSIONS

- A. Employees in positions currently designated as confidential employees are excluded from the provisions of this Article (Article 25). The positions currently designated as confidential are listed on Attachment A. Employees designated as confidential may be changed by the County in accordance with provisions of the Memorandum of Understanding and of the County's Employee Relations Resolution.
- B. Designated supervisory employees are excluded from the provisions of Section 25.3 of this Article. Attachment A includes the classes currently designated as supervisory. New positions and classifications shall be designated in accordance with the provisions of the County's Employee Relations Resolution.
- C. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment, and is excluded from the provisions of Section 25.3 of this Article.

Such employee shall authorize a monthly payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Said payroll

deduction shall be made to an organization for which payroll deductions have been arranged through the County Auditor-Controller.

Each person requesting exemption from the provisions of Sections 25.3 (A) and 25.3 (B) of this Article shall file a claim with the Association on a form provided by the Association and approved by the County. A claim for a religious exemption from Section 25.3 (A) must be filed with the County Personnel Department as a condition precedent to employment.

A claim for a religious exemption under Section 25.3 (B) of this article must be filed by July 14, 1986, at the County Personnel Department on a form provided by the Association, approved by the County, and available from the County Personnel Department. Claims received after July 14, 1986, will not be considered.

Should an employee request termination of dues deduction or service fee equivalent because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the County Personnel Department on a form provided by the Association, approved by the County, and available from the County Personnel Department. Such claims filed with the County shall be promptly forwarded to the Association for processing.

The Association shall review all claims for religious exemption and notify the employee and the County of approval or denial of the claim within 40 calendar days of receipt by the Association. Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Auditor-Controller for distribution in accordance with the second paragraph of Section 25.6 (c) of this Article.

25.7 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 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.

25.8 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 25.3 of this article may be rescinded by a majority vote of all employees in the unit covered by Section 25.3 provided that:

- A. A request for such a vote is supported by a petition submitted to the County Employee Relations Officer containing the signatures of at least 40% of the employees in the unit covered by Section 25.3. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition;

- B. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election; and
- C. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term.

The election shall be conducted by the State Conciliation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the County Employee Relations Officer at the time of filing the petitions requesting a vote to rescind Section 25.3 of this Article.

25.9 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 25.3 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the association, shall remain members during the period covered by this Memorandum of Understanding, and shall remain subject to all provisions of this Memorandum of Understanding which have not been declared to be illegal or unenforceable, provided however, that such members may only withdraw their membership during the month of October of any year. Such employee desiring to revoke his/her authorization for association dues, shall forward a letter by U.S. mail to the County Personnel Department, 701 Ocean St., Santa Cruz, California, 95060, setting forth his or her desire to revoke said authorization and may include reason thereof. To be considered, a letter shall be received by the County Personnel Department no later than the last working day in October. The Personnel Department shall promptly forward a copy of said letter to the association.

New employees hired under the provisions of 25.9 shall be required to execute an authorization form. The authorization form shall include a statement that the Association and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Association dues or a service fee association dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee within said thirty day period as set forth. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Association shall receive from County Personnel Department copies of the authorization form.

Any employee desiring to revoke his or her authorization for association dues or service fee in lieu of association dues shall during the first 30 calendar days of employment or during the month of October forward a letter through the U.S. mail to the County Personnel Department, 701 Ocean Street, Santa Cruz, CA. 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received no later than 30 calendar days of employment or during the month of October. The Personnel Department shall promptly forward a copy of said letter to the Association.

Failure to timely notify the Personnel Department shall be deemed an abandonment of the right to revocation until the next appropriate time period.

25.10 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 25), Sections 1 through 9.

25.11 PAYROLL DEDUCTIONS AND PAYOVER

The County shall deduct association dues or service fees and premiums for approved Association insurance programs from the pay of employees in the Correctional Officer Representation Unit in conformity with County regulations.

The County shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 26 GRIEVANCE PROCEDURE

The County and the Association recognize that early settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the Association. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal. 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 Correctional Officer 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 Correctional Officer 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 21; and
- f. Violation, misinterpretation, or misapplication of Civil Service Rules or provisions of the County Code.
- g. Equal Employment Opportunity/discrimination or harassment complaints.
- h. Complaints regarding Worker's Compensation or the applicable procedures for such complaints.
- i. Complaints regarding occupational health and safety or the applicable procedures for such complaints. (Failure by the County to follow the process specified in Article 6 is grievable.)

B. Presentation.

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the 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 this representation unit and unless such dispute falls within the definition of a grievance as set forth in the Article.

D. Procedure.

1. Informal Grievance.

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

2. Formal Grievance.

a. STEP 1

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

- 1) The name of the grievant(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 or representative. A reasonable amount of time will be granted the employee and steward or representative 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 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 27 GRIEVANCE REPRESENTATIVES

The Association agrees to notify the County of their Grievance Representatives. One Grievance Representative shall be allowed at each separate physical work location. If more than twenty-five (25) employees are assigned to one physical work location one Grievance Representative shall be allowed for each twenty-five (25) employees or fraction thereof. The Association may request additional Grievance Representatives where circumstances warrant such action. Department heads are authorized to grant such requests where circumstances warrant. 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 for processing. Grievance Representatives shall arrange with their immediate supervisor prior to using County time to assist in grievance processing.

ARTICLE 28 LAYOFF PROVISIONS

28.1 LAYOFF DEFINED

- A. 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.

28.2 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.

28.3 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.

28.4 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.

28.5 ORDER OF LAYOFF

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

- A. Extra-help employees performing work within the affected class(es) shall be laid off first;
- B. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- C. Provisional employees in the affected class(es) shall be laid off next;
- D. Probationary employees working in the affected class(es) shall be laid off next;
- E. Permanent employees working in the affected class(es) shall be laid off last in reverse order of seniority as defined below in "28.7".

28.6 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF

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

If an employee who is to be laid off had permanent status in an equal or lower class in the department in which layoff occurs, such employee shall be offered a vacant position in the equal or lower class in the department or he/she may displace an employee of that department having less seniority as defined in 28.7. Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she has rights. Should an employee have the right to displace to two or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

28.7 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

Seniority rights for purposes of layoff and displacement and involuntary 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.

28.8 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 a 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.

28.9 RETENTION OF REEMPLOYMENT LIST STATUS

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

Such employees shall be placed on the Departmental Reemployment List in order of seniority, and such employees shall also be placed on a County-wide Reemployment List as a 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 employment 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 23.3. If there is no departmental reemployment list, the order of certification shall be: (1) County-wide Overfill List., (2) County-wide Reemployment List., and (3) other employment lists as specified in Civil Service Rule VI B 2.

- B. 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 23.3. If there is no County-wide Overfill List, the order of certification shall be: (1) County-wide Reemployment List; and (2) other employment lists as specified in Civil Service Rule VI B 2.

- C. Retention of Reemployment List Status. A laid off employee shall remain on the Reemployment Lists for the class until either of the following occurs:

1. He/she refuses one offer of an interview or one offer of reemployment in the class from which he/she was laid off or displaced;

OR

2. 24 months have elapsed from the date of layoff or displacement.

A laid off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities.

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

28.10 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.

28.11 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.

28.12 OTHER MEANS OF ATTAINING PERMANENT STATUS FOR PURPOSES OF SENIORITY

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

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

ARTICLE 29 EMPLOYEE PROCEDURAL PROTECTIONS

While employees in the Correctional Officer Representation Unit are Custodial Officers under Penal Code Section 831.5 (or 831), the County agrees to provide certain procedural protections to employees in this unit for purposes of consistency in the conduction of internal affairs investigations by the Sheriff's Office. The procedural protections provided herein shall not mean or imply that employees in this Representation Unit have any rights under the Peace Officers Procedural Bill of Rights (Government Code Chapter 9.7). The specific procedural protections that the County agrees to provide are stated immediately below.

- A. When an employee is under investigation and subject to interrogation by his/ her superior, or any other representative of the Sheriff's Office, which could lead to dismissal, demotion, suspension, or placement at a lower step in the salary range of the employee, such interrogations will be conducted under the following conditions:
 - 1. The interrogation will be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off-duty time of the employee being interrogated, the employee will be compensated for such off-duty time in accordance with regular department procedures, and the employee will not be released from employment for any work missed during interrogation.
 - 2. The employee under investigation will be informed prior to such interrogation of the rank, name, and command of the officer in charge of the interrogation,

the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation will be asked by and through no more than two interrogators at one time.

3. The employee under investigation will be informed of the nature of the investigation prior to any interrogation.
4. The interrogating session will be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under investigation will be allowed to attend to his/ her own personal physical necessities.
5. The employee under interrogation will not be subjected to offensive language or threatened with dismissal, demotion, suspension, or placement at a lower step in his/her salary range, except that an employee refusing to respond to questions or submit to interrogations will be informed that failure to answer questions directly related to the investigation or interrogation may result in dismissal, demotion, suspension, or placement of the employee at a lower step in his/her salary range. No promise of reward will be made as an inducement to answering any question. The Sheriff's Office will not cause the employee under interrogation to be subjected to visits by the press or news media without his/her express consent nor shall his/her home address or photograph be given to the press or news media without his/her express consent.
6. The complete interrogation of an employee may be recorded. If a tape recording is made of the interrogation, the employee will have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee will be entitled to a transcribed copy of any notes made by a stenographer or any reports or complaints made by investigators or other persons, except those which are deemed by the Sheriff's Office to be confidential.

No notes or reports which are deemed to be confidential may be entered in the employee's personnel file. The employee being interrogated will have the right to bring his own recording device and record any and all aspects of the interrogation.

7. If prior to or during the interrogation of the employee it is deemed by the interrogator(s) that he/she may be charged with a criminal offense, he/she will be immediately informed of his/her constitutional rights. The provisions of this part (7) do not alter the employee's obligation to answer questions for administrative purposes as provided in Part 5, above.
8. Upon the filing of a formal written statement of charges, or wherever an interrogation focuses on matters which are likely to result in dismissal, demotion, suspension, or placement of the employee at a lower step in his/her salary range, the employee will have the right to be represented by a representative of his/her choice who may be present at all times during such interrogation. The representative will not be a person subject to the same investigation.

The representative will not be required to disclose, nor be subject to dismissal, demotion, suspension, or placement at a lower salary step for refusing to disclose, any information received from the employee under investigation for non-criminal matters.

This section (8) will not apply to any interrogation of an employee in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other superior, nor will this section apply to an investigation concerned solely and directly with alleged criminal activities.

- B. No employees in this Unit shall have his locker or other space for storage of personal items that may be assigned to him/her searched except in his/ her presence, or with his/her consent, or unless a valid search warrant has been obtained, or where he/she has been notified that a search will be conducted. This section (B) shall apply only to locker or other space for storage of the employee's personal items that are owned or leased by the County.
- C. No employee in this Unit shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his/her property, income, assets, sources of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information: is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the County to ascertain the desirability of assigning the employee to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

Any employee who believes his/her procedural protections under this Article (29) have been violated may file a written complaint with the Personnel Director, who will investigate the matter and take whatever action he/she deems appropriate. Review by the Personnel Director shall be the sole remedy for a violation of this Article (29) and his/her decision shall be final.

ARTICLE 30 OTHER PROVISIONS

- A. It is understood and agreed that the Sheriff's Office Accident Review Board will include a representative from the Correctional Officer Representation Unit when an employee from the Unit appears before the Board for review of a driving incident.

It is further understood and agreed that the above Accident Review Board's changes will be reflected in the appropriate revisions of Sheriff's Office Policy.

- B. New employees appointed to a position in this Unit on or after July 26, 1986, 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.

- C. The Sheriff's Office shall post notice of opening for "administrative" positions, including but not limited to Quality Control, Logistics, Classification Disciplinary Officer, Work Release, Program Coordinator, Blaine Street Coordinator, Background Investigator and Administrative Supervising Correctional Officer. Employees may indicate their interest in such openings by notifying the appropriate Lieutenant in writing.
- D. 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.
- E. Labor Management Committee. The County and Association agree to form a Labor Management Committee to consist of three (3) members appointed by each. The Committee will commence meeting with 45 days of the ratification of this agreement and will meet at least quarterly.

Included in the issues to be reviewed by the Committee will be mandatory call-in and appropriate training to be provided to extra-help employees. Mutually acceptable modifications to current policies may be implemented.

ARTICLE 31 PERSONNEL FILES

- A. The personnel file of each employee shall be maintained in the Personnel Department. Written material to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy. Employees shall be provided with copies of any written personnel related material on which future discipline may rely. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file.

An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

- B. The foregoing subparagraph A does not require disclosure of informal notes, notations or other documentation of employee performance that a supervisor may maintain between evaluation cycles for purposes of tracking employee performance. However, any records on which future discipline may rely shall be provided to the employee within a reasonable time after the record is created or discovered, and shall be placed in the personnel file in accordance with the provisions of subparagraph A above.
- C. All personnel files, including the file maintained in the Personnel Department and the operating department, shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, the Personnel Department in the performance of duty, and the supervisor/ administrator with the specific responsibility to know its contents. Employees may designate a representative, who upon authorization of the employee, shall have access to that

employee's personnel file for the purpose of assisting or advocating the rights of such employee.

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

ARTICLE 32 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.

SIGNATURES

Correctional Officers Representatives:



Dennis Wallach, Chief Negotiator
Sheriff's Correctional Officers Association

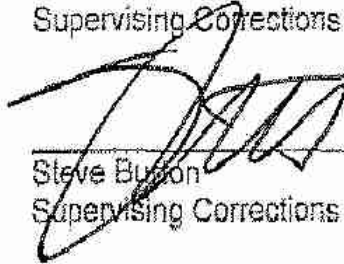


06/02/14

James E. Bates
President of Correctional Officers Association

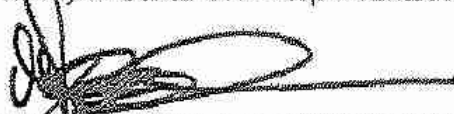


Brian Cole
Supervising Corrections Officer

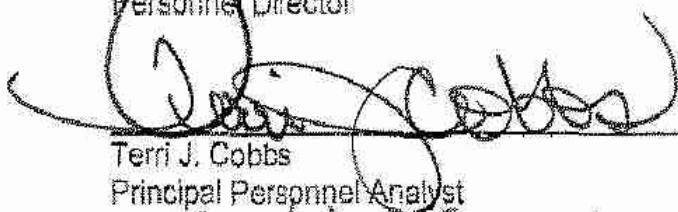


Steve Burton
Supervising Corrections Officer

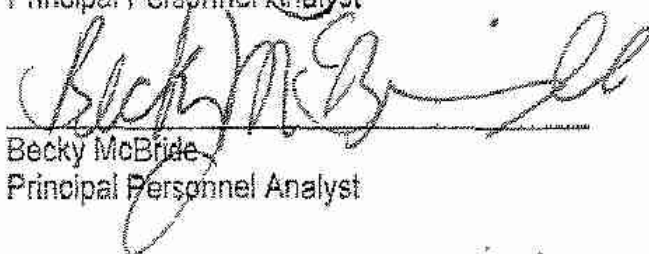
County of Santa Cruz Representatives:



Michael J. McDougall
Personnel Director



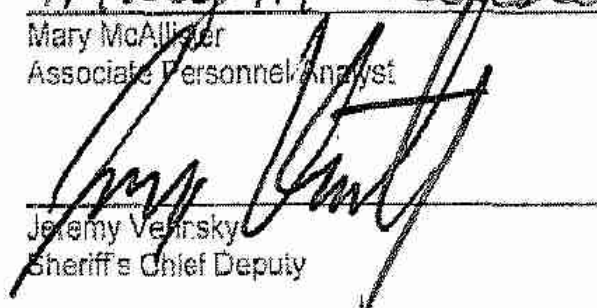
Terri J. Cobbs
Principal Personnel Analyst



Becky McBride
Principal Personnel Analyst



Mary McAllister
Associate Personnel Analyst



Jeremy Verinsky
Sheriff's Chief Deputy

SUPERVISORY AND CONFIDENTIAL POSITIONS

Positions Currently Designated as Confidential in the Correctional Officer Representation Unit:

None

Currently Designated Supervisory Classes in the Correctional Officer Representation Unit:

Supervising Correctional Officer
Correctional Sergeant

| Correctional Officers Association Retiree Only 25 Year Longevity Schedule with (Modified Increment) Fixed Dollar Scaling and Increase for Increase Over Age 50 | | | | | | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Age | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 |
| Years of Service | | | | | | | | | | | | | | | | |
| 0-5 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 |
| 6 | \$131.75 | \$138.34 | \$145.25 | \$152.52 | \$160.14 | \$168.15 | \$176.56 | \$185.39 | \$194.65 | \$204.39 | \$214.61 | \$225.34 | \$236.60 | \$248.43 | \$260.86 | |
| 7 | \$151.50 | \$159.08 | \$167.03 | \$175.38 | \$184.15 | \$193.36 | \$203.02 | \$213.18 | \$223.83 | \$235.03 | \$246.78 | \$259.12 | \$272.07 | \$285.68 | \$299.96 | |
| 8 | \$171.25 | \$179.81 | \$188.80 | \$198.24 | \$208.16 | \$218.56 | \$229.49 | \$240.97 | \$253.01 | \$265.66 | \$278.95 | \$292.90 | \$307.54 | \$322.92 | \$339.06 | |
| 9 | \$191.00 | \$200.55 | \$210.58 | \$221.11 | \$232.16 | \$243.77 | \$255.96 | \$268.76 | \$282.19 | \$296.30 | \$311.12 | \$326.67 | \$343.01 | \$360.16 | \$378.17 | |
| 10 | \$210.75 | \$221.29 | \$232.35 | \$243.97 | \$256.17 | \$268.98 | \$282.43 | \$296.55 | \$311.37 | \$326.94 | \$343.29 | \$360.45 | \$378.48 | \$397.40 | \$417.27 | |
| 11 | \$230.50 | \$242.03 | \$254.13 | \$266.83 | \$280.17 | \$294.18 | \$308.89 | \$324.34 | \$340.55 | \$357.58 | \$375.46 | \$394.23 | \$413.94 | \$434.64 | \$456.37 | |
| 12 | \$250.25 | \$262.76 | \$275.90 | \$289.70 | \$304.18 | \$319.39 | \$335.36 | \$352.13 | \$369.73 | \$388.22 | \$407.63 | \$428.01 | \$449.41 | \$471.88 | \$495.48 | |
| 13 | \$270.00 | \$283.50 | \$297.68 | \$312.56 | \$328.19 | \$344.60 | \$361.83 | \$379.92 | \$398.91 | \$418.86 | \$439.80 | \$461.79 | \$484.88 | \$507.00 | \$507.00 | |
| 14 | \$289.75 | \$304.24 | \$319.45 | \$335.42 | \$352.19 | \$369.80 | \$388.29 | \$407.71 | \$428.09 | \$449.50 | \$471.97 | \$495.57 | \$507.00 | \$507.00 | \$507.00 | |
| 15 | \$309.50 | \$324.98 | \$341.22 | \$358.28 | \$376.20 | \$395.01 | \$414.76 | \$435.50 | \$457.27 | \$480.14 | \$504.14 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 16 | \$329.25 | \$345.71 | \$363.00 | \$381.15 | \$400.21 | \$420.22 | \$441.23 | \$463.29 | \$486.45 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 17 | \$349.00 | \$366.45 | \$384.77 | \$404.01 | \$424.21 | \$445.42 | \$467.69 | \$491.08 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 18 | \$368.75 | \$387.19 | \$406.55 | \$426.87 | \$448.22 | \$470.63 | \$494.16 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 19 | \$388.50 | \$407.93 | \$428.32 | \$449.74 | \$472.22 | \$495.84 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 20 | \$408.25 | \$428.66 | \$450.10 | \$472.60 | \$496.23 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 21 | \$428.00 | \$449.40 | \$471.87 | \$495.46 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 22 | \$447.75 | \$470.14 | \$493.64 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 23 | \$467.50 | \$490.88 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 24 | \$487.25 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 25 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 26 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 27 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 28 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 29 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |
| 30 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | \$507.00 | |

Medicare Eligibility 50 % Cap Applies

The PEMCHA Minimum payment (\$119 in 2014) is adjusted annually by CalPERS
 To reflect changes in the medical care component of the Consumer Price Index.
 Accordingly, the County will adjust the PEMCHA Minimum payment annually

Correctional Officers Association

Retiree +1 or more Dependents

25 Year Longevity Schedule with (Modified Increment) Fixed Dollar Scaling and Increase for Increase Over Age 50

| Age | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 |
|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| Years of Service | | | | | | | | | | | | | | | | |
| 0-5 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 | \$119.00 |
| 6 | \$134.25 | \$140.96 | \$148.01 | \$155.41 | \$163.18 | \$171.34 | \$179.91 | \$188.90 | \$198.35 | \$208.27 | \$218.68 | \$229.61 | \$241.09 | \$253.15 | \$265.81 | \$278.97 |
| 7 | \$156.50 | \$164.33 | \$172.54 | \$181.17 | \$190.23 | \$199.74 | \$209.72 | \$220.21 | \$231.22 | \$242.78 | \$254.92 | \$267.67 | \$281.05 | \$295.10 | \$309.86 | \$325.31 |
| 8 | \$178.75 | \$187.69 | \$197.07 | \$206.93 | \$217.27 | \$228.14 | \$239.54 | \$251.52 | \$264.10 | \$277.30 | \$291.16 | \$305.72 | \$321.01 | \$337.06 | \$353.91 | \$371.56 |
| 9 | \$201.00 | \$211.05 | \$221.60 | \$232.68 | \$244.32 | \$256.53 | \$269.36 | \$282.83 | \$296.97 | \$311.82 | \$327.41 | \$343.78 | \$360.97 | \$379.02 | \$397.97 | \$417.82 |
| 10 | \$223.25 | \$234.41 | \$246.13 | \$258.44 | \$271.36 | \$284.93 | \$299.18 | \$314.14 | \$329.84 | \$346.33 | \$363.65 | \$381.83 | \$400.92 | \$420.97 | \$442.02 | \$464.17 |
| 11 | \$245.50 | \$257.78 | \$270.66 | \$284.20 | \$298.41 | \$313.33 | \$328.99 | \$345.44 | \$362.72 | \$380.85 | \$399.89 | \$419.89 | \$440.88 | \$462.93 | \$486.07 | \$510.30 |
| 12 | \$267.75 | \$281.14 | \$295.19 | \$309.95 | \$325.45 | \$341.72 | \$358.81 | \$376.75 | \$395.59 | \$415.37 | \$436.14 | \$457.94 | \$480.84 | \$504.88 | \$530.13 | \$556.54 |
| 13 | \$290.00 | \$304.50 | \$319.73 | \$335.71 | \$352.50 | \$370.12 | \$388.63 | \$408.06 | \$428.46 | \$449.89 | \$472.38 | \$496.00 | \$520.80 | \$546.84 | \$574.13 | \$601.67 |
| 14 | \$312.25 | \$327.86 | \$344.26 | \$361.47 | \$379.54 | \$398.52 | \$418.44 | \$439.37 | \$461.34 | \$484.40 | \$508.62 | \$534.05 | \$560.70 | \$588.64 | \$617.88 | \$648.33 |
| 15 | \$334.50 | \$351.23 | \$368.79 | \$387.23 | \$406.59 | \$426.92 | \$448.26 | \$470.68 | \$494.21 | \$518.92 | \$544.87 | \$572.00 | \$600.40 | \$630.00 | \$660.80 | \$692.80 |
| 16 | \$356.75 | \$374.59 | \$393.32 | \$412.98 | \$433.63 | \$455.31 | \$478.08 | \$501.98 | \$527.08 | \$553.44 | \$581.00 | \$609.80 | \$639.80 | \$671.00 | \$703.40 | \$737.00 |
| 17 | \$379.00 | \$397.95 | \$417.85 | \$438.74 | \$460.68 | \$483.71 | \$507.90 | \$533.29 | \$559.00 | \$586.00 | \$614.30 | \$643.90 | \$674.80 | \$706.90 | \$740.20 | \$774.70 |
| 18 | \$401.25 | \$421.31 | \$442.38 | \$464.50 | \$487.72 | \$512.11 | \$537.71 | \$564.00 | \$591.00 | \$618.80 | \$647.40 | \$676.80 | \$707.00 | \$738.00 | \$769.80 | \$802.40 |
| 19 | \$423.50 | \$444.68 | \$466.91 | \$490.25 | \$514.77 | \$540.51 | \$567.00 | \$595.00 | \$623.60 | \$653.00 | \$683.20 | \$714.20 | \$746.00 | \$778.60 | \$812.00 | \$846.20 |
| 20 | \$445.75 | \$468.04 | \$491.44 | \$516.01 | \$541.81 | \$568.00 | \$595.00 | \$623.60 | \$653.00 | \$683.20 | \$714.20 | \$746.00 | \$778.60 | \$812.00 | \$846.20 | \$881.40 |
| 21 | \$468.00 | \$491.40 | \$515.97 | \$541.77 | \$568.00 | \$595.00 | \$623.60 | \$653.00 | \$683.20 | \$714.20 | \$746.00 | \$778.60 | \$812.00 | \$846.20 | \$881.40 | \$917.60 |
| 22 | \$490.25 | \$514.76 | \$540.50 | \$567.00 | \$595.00 | \$623.60 | \$653.00 | \$683.20 | \$714.20 | \$746.00 | \$778.60 | \$812.00 | \$846.20 | \$881.40 | \$917.60 | \$954.80 |
| 23 | \$512.50 | \$538.13 | \$565.00 | \$593.00 | \$623.00 | \$653.00 | \$683.00 | \$714.00 | \$746.00 | \$778.00 | \$812.00 | \$846.00 | \$881.00 | \$917.00 | \$954.00 | \$992.00 |
| 24 | \$534.75 | \$561.75 | \$590.00 | \$619.00 | \$650.00 | \$682.00 | \$715.00 | \$749.00 | \$784.00 | \$820.00 | \$857.00 | \$895.00 | \$934.00 | \$974.00 | \$1015.00 | \$1057.00 |
| 25 | \$557.00 | \$585.00 | \$615.00 | \$646.00 | \$678.00 | \$712.00 | \$747.00 | \$783.00 | \$820.00 | \$858.00 | \$897.00 | \$937.00 | \$978.00 | \$1020.00 | \$1063.00 | \$1107.00 |
| 26 | \$557.00 | \$585.00 | \$615.00 | \$646.00 | \$678.00 | \$712.00 | \$747.00 | \$783.00 | \$820.00 | \$858.00 | \$897.00 | \$937.00 | \$978.00 | \$1020.00 | \$1063.00 | \$1107.00 |
| 27 | \$557.00 | \$585.00 | \$615.00 | \$646.00 | \$678.00 | \$712.00 | \$747.00 | \$783.00 | \$820.00 | \$858.00 | \$897.00 | \$937.00 | \$978.00 | \$1020.00 | \$1063.00 | \$1107.00 |
| 28 | \$557.00 | \$585.00 | \$615.00 | \$646.00 | \$678.00 | \$712.00 | \$747.00 | \$783.00 | \$820.00 | \$858.00 | \$897.00 | \$937.00 | \$978.00 | \$1020.00 | \$1063.00 | \$1107.00 |
| 29 | \$557.00 | \$585.00 | \$615.00 | \$646.00 | \$678.00 | \$712.00 | \$747.00 | \$783.00 | \$820.00 | \$858.00 | \$897.00 | \$937.00 | \$978.00 | \$1020.00 | \$1063.00 | \$1107.00 |
| 30 | \$557.00 | \$585.00 | \$615.00 | \$646.00 | \$678.00 | \$712.00 | \$747.00 | \$783.00 | \$820.00 | \$858.00 | \$897.00 | \$937.00 | \$978.00 | \$1020.00 | \$1063.00 | \$1107.00 |

The PEMCHA Minimum payment (\$119 in 2014) is adjusted annually by CalPERS
 To reflect changes in the medical care component of the Consumer Price Index.
 Accordingly, the County will adjust the PEMCHA Minimum payment annually

SIDE LETTER 1 (NON-GRIEVABLE)

Orientation of New Employees

The Sheriff's Department will provide the Correctional Officers Association Board Member with one hour of time to orient each new hire during the orientation period. Such time will be arranged by the Training Coordinator, usually during the first two weeks of employment. There shall be no overtime for the one hour and it must occur during normally scheduled hours.