COUNTY OF NAPA

MEMORANDUM OF UNDERSTANDING

PUBLIC SERVICES EMPLOYEE UNIT

2004-2007

SEIU LOCAL 614 - NAPE

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COUNTY OF NAPA
PUBLIC SERVICES EMPLOYEE UNIT

PREAMBLE

IT IS HEREBY AGREED by and between the County of Napa, hereinafter referred to as "County" and the Napa Association of Public Employees, SEIU, Local 614, hereinafter referred to as "Union," acting pursuant to and in compliance with the terms and provisions of section 3500 et seq. of the Government Code of the State of California, that the following terms and conditions shall be applicable to the employees in the bargaining unit represented by the Union.

PART 1. ADMINISTRATION

1.0 RECOGNITION

1.1 The County of Napa hereby formally recognizes the Union as the exclusive representative for County employees in the Public Services Employee Unit (hereinafter "Unit").

1.2 As used in this Memorandum of Understanding, "employee" refers to those persons in the unit in the employee classifications listed in Appendix B and identified as permanent, probationary and limited term employees. Whenever used, the term "employee" means either employee or employees as appropriate.

2.0 IMPLEMENTATION AND COMPLIANCE

2.1 Upon ratification by the Union, this Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors. This Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

(a) Approves said Memorandum of Understanding; and

(b) Enacts necessary amendments to all County ordinances, resolutions and rules; and

(c) Appropriates the funds necessary to implement the provisions of this Memorandum of Understanding.

2.2 If the Board fails to take the actions required to timely implement the provisions of this Memorandum of Understanding, either party may request the resumption of negotiations.

3.0 TERM

3.1 This Memorandum of Understanding becomes effective when all the conditions of Article 2.0 (Implementation and Compliance) are met and shall remain in full

force and effect from July 3, 2004, except where specified otherwise, to and including June 29, 2007, and from year to year thereafter provided, however, either party may serve written notice and initial proposals on the other not later than March 5, 2007, of its desire to terminate or amend this Memorandum of Understanding.

4.0 LABOR MANAGEMENT COMMITTEE

4.1 The parties agree to create a joint labor-management committee to encourage open communication, promote harmonious labor relations, and resolve matters of mutual concern. The committee will be governed by the following principles:

(a) It will meet at least once per month or more often by mutual agreement by the parties.

(b) The agenda for each meeting will be submitted five (5) working days in advance of the meeting, unless otherwise mutually agreed by the parties.

(c) The County will release up to a total of six (6) employees, from both units combined, as officially designated union representatives, which will include representatives from each bargaining unit, for attendance at the meetings.

(d) Commencing within thirty (30) days after ratification of the Memorandum of Understanding, the Committee will address the following issues which arose during negotiation for this Memorandum of Understanding:

(i) Alternative Work Schedule;
(ii) Probationary period notification;
(iii) Leave Requests;
(iv) Bilingual Premium Pay; and
(v) Flexible Spending Accounts

4.2 The Labor Management Committee will meet and confer and endeavor to resolve these issues by March 1, 2005, unless extended by mutual agreement. The issues outlined in subsection (d) are not grievable. However, failure to follow the procedures outlined in subsections (a) through (c) are subject to review under the Meyers-Milias-Brown Act and the County's Employer-Employee Relations Resolution. The parties agree to limit the applicability of the County's Employer-Employee Relations Resolution to mediation as it relates to impasse and resolution procedures.

5.0 SUCCESSOR NEGOTIATIONS

5.1 It is understood and agreed by the parties that if the provisions of this Memorandum of Understanding are renegotiated jointly under the provisions of Article 3.0 (Term), there shall be up to a total of six (6) representatives from the

Supervisory Public Services Employee unit and the Public Services Employee unit.

5.2 The parties may agree that separate negotiations should take place for each bargaining unit and that a representative of the PSE Supervisory Unit may observe PSE negotiations and a representative of the PSE unit may observe supervisory negotiations. Such observers shall attend negotiations on their own time.

6.0 REASONABLE ACCOMMODATION

6.1 The parties recognize that the County has a legal obligation to meet with individual employees who allege a need for reasonable accommodation in the work place because of a disability. The Union will be advised of any proposed accommodations prior to implementation by the County if such accommodations impact directly on wage, hours, or working conditions of other unit members. The Union may consult with the County about the consequences of the accommodation and their impact on the wages, hours, and other terms and conditions of employment as set forth in the respective Memorandums of Understanding.

7.0 ON THE JOB INJURY

7.1 Whenever an employee is injured in the course of employment, he/she shall be compensated in accordance with the provisions of the Workers' Compensation Act. The County shall apply a pro-rata share of accrued sick leave to equal the difference between the compensation to which the employee is entitled under the Workers' Compensation Act and his/her regular pay, not to exceed the amount of accrued sick leave. An employee may also elect to use any accrued vacation time and equivalent time off for overtime in like manner after his/her sick leave is exhausted.

8.0 PROBATIONARY PERIOD

8.1 Probationary Period

All employees shall be subject to a probationary period of twelve (12) months which shall begin on the first date of employment. Upon promotion, employees will be subject to a probationary period of six (6) months, which may be extended up to twelve (12) months as provided in Article 8.3 (Extension of Probationary Period).

8.2 Temporary, Extra Help or Provisional Service

Upon written request of an employee's Department Head, Human Resources may approve counting up to a maximum of four (4) months of temporary, extra help, or provisional service prior to appointment as part of the probationary period. In order

for such prior service to be counted, the temporary, extra help, or provisional service must satisfy all of the following conditions:

(a) It must have been in the same class and department as that to which the new appointment is made;

(b) It must have been full time;

(c) It must have been separated by no more than four (4) calendar days from the date of the new appointment.

(d) Notwithstanding satisfaction of all the foregoing conditions, Human Resources may, with good cause, disapprove counting such prior temporary, extra help, or provisional service as part of the probationary period.

8.3 Extension of Probationary Period

If the department has had insufficient time to evaluate the employee or if additional time on probation might allow the retention of the employee or for other exceptional reasons, the department head may request an extension of up to twelve (12) months. Written extension requests are to be submitted for review to Human Resources at least ten (10) working days prior to the end of the probationary period, shall be accompanied by the employee's six month performance report, and shall contain the reasons and justification for the extension, and the duration of extension. If the extension is approved, the department head shall notify the employee writing. An employee attains permanent status unless otherwise notified prior to completion of the probationary period. When unusual circumstances occur during the last ten (10) days of the probationary period, the Human Resources Director shall have the authority to extend the probationary period by thirty (30) calendar days.

9.0 DISCIPLINE

9.1 Just Cause; Discipline

The County shall discipline an employee only for just cause. "Discipline" consists of termination (not including probationary releases), suspension, letter of reprimand, involuntary demotion or a reduction in class or salary grade/step.

9.2 Right to Representative

At his/her request, the employee may have a representative present at a meeting of an investigatory nature between him/her and the County if it may reasonably be concluded from all the circumstances that the meeting may lead to discipline of that employee.

10.0 GRIEVANCE PROCEDURE

10.1 Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

10.2 Grievance Defined

A "grievance" is a complaint over the interpretation, application, or compliance with established Personnel Rules and Policies, or this Memorandums of Understanding, or an allegation by an employee or a group of employees that the County has taken disciplinary action without just cause.

10.3 Employee Right to Representation

The employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in formal grievance meetings, as described in Articles 10.8 (Processing of Grievances).

10.4 Form of Grievance

Grievances shall be submitted on a form prescribed by Human Resources and the Union. Each written grievance shall include a statement of the issue, the date upon which the incident occurred, the section of this Memorandum of Understanding or personnel policy alleged to have been violated, a statement of the proposed remedy, the date the grievance is filed and the signature of the grieving party.

10.5 Other Administrative or Court Procedures

A complaint is not grievable if it is a matter which is being or has been processed under some other administrative or court procedure, either internal or external.

10.6 Union as Grievant

The Union may file grievances on behalf of the unit.

10.7 Waivers and Time Limits

Failure to initiate a grievance within the time limit specified in Article 10.8 (Processing of Grievances) shall void the grieving party's right to grieve the matter. Failure by management to reply to the grievance within the time limits specified automatically grants to the grieving party the right to process the grievance to the next level. If an employee fails to appeal from one level to the next level within the

time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration. Any level or review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

10.8 Processing of Grievances

The following procedure shall be followed by an employee submitting a grievance pursuant to this policy:

(a) Written Grievance to Supervisor – Step 1

Within ten (10) workdays from the occurrence of the matter on which the grievance is based, or within ten (10) workdays from the time the grieving party would reasonably be expected to know of the occurrence, the grieving party shall present the grievance form to the immediate supervisor. Within ten (10) working days, the supervisor shall hear the grievance and give his/her written decision to the grieving party. However, if the employee cannot present the grievance to his/her immediate supervisor he/she may present it to the next superior above the immediate supervisor, without further delay or waiting.

(b) Grievance to Department Head – Step 2

If the grieving party is dissatisfied with the resolution at the previous step, he or she may, within ten (10) working days of date of receipt, present the grievance in writing to the department head. Within ten (10) workdays after receipt of the grievance, the department head or designee shall hold a hearing and render a written final decision to the grieving party with a copy to Human Resources.

(c) Grievance to Human Resources Director – Step 3

Within ten (10) working days from the receipt of the written decision of the Department Head or designee, the grieving party may submit the grievance to the Human Resources Director. Unless additional time is determined to be needed by the Human Resources Director, within thirty (30) working days from date of receipt of the grievance, the Human Resources Director shall hear and render a written decision. The decision of the Human Resources Director shall be final on disciplinary actions involving a letter of reprimand.

(d) Binding Arbitration – Step 4

(i) For a grievance to be arbitrable, it must involve a disagreement over the interpretation, application, or compliance with the terms of the Memorandum of Understanding, or involve a disciplinary action of a permanent employee. Arbitration of a grievance shall be limited to the formal grievance as originally filed by the employee to the extent the grievance has not been satisfactorily resolved.

(ii) Within ten (10) working days from receipt of the decision of the Human Resources Director, the grieving party may request arbitration as follows:

(a) If both parties agree, the matter can be referred to a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within fifteen (15) working days from date of request, a list of five (5) arbitrators shall be requested by the Human Resources Director from the State Mediation and Conciliation Service. Within five (5) working days after receipt of the list and notification of the Union, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin with the winner exercising the option of striking first or second.

(b) Unless the time limits contained in this provision are extended by mutual agreement, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.

(iii) Any fees or expenses of the arbitrator, including the cost of the original transcript, if any, shall be shared equally by the parties involved. All other expenses including, but not limited to, fees for witnesses, and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring the cost.

(iv) The decision of the arbitrator shall be binding and shall not add to, subtract from, or otherwise modify, the terms and conditions of the Memorandum of Understanding unless agreed to by the parties.

10.9 Agreement with Non-Union Representative

If an outside representative (non-union) is involved in a grievance, County shall notify the union as soon as possible when it becomes aware of the outside representation. Any settlement with outside representatives shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding unless agreed to by the Union.

11.0 PERSONNEL FILES & PERFORMANCE EVALUATIONS

11.1 Inspection of Personnel Files

An employee, or his/her Union representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.

11.2 Statements of Adverse Nature in Personnel Files

An employee shall be entitled to read any statement of an adverse nature to be placed in his/her personnel file. Adverse nature includes, but is not limited to, documents evidencing discipline, as defined in Article 9.1 (Just Cause; Discipline). Whenever possible, the employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. An employee or the Union representative shall be entitled to a copy of any document to be placed in the employee's file from the employee's respective department, or from Human Resources. An employee may provide written comments to any item contained in his/her personnel file, which will, at the employee's option, be placed in his/her file.

11.3 Letters of Reprimand

A letter of reprimand or other notice of disciplinary action shall remain in an employee's open file for two (2) years. If there are other similar incidents within the two (2) year period, then another two (2) year period begins from the date of the most recent incident. However, if there are no other similar incidents during the two (2) year period, the letter of reprimand or other notice of disciplinary action shall, upon the employee's request, be sealed and remain in the employee's file. The County shall be able to rely on the letter of reprimand for progressive discipline purposes for a total of five (5) years from the original date of each such letter.

PART 2. AGENCY SECURITY

12.0 UNION MEMBERSHIP

12.1 The County will not interfere with the right of its employees to become members of the Union. Neither the County nor any of its agents will discriminate against, interfere with, restrain, or coerce any employee in the unit because of Union membership.

13.0 NON-DISCRIMINATION

13.1 The provisions of this Memorandum of Understanding shall be applied equally to all employees in the unit regardless of race, sex, creed, color, age, national origin, political affiliation, religious belief, sexual orientation or disability.

14.0 STEWARDS

14.1 The Union may have up to thirty-five (35) stewards from this unit, each of whom must be employees of this unit. The Union shall not appoint any employees serving an initial probationary period. In June 2005, upon a reasonable showing of need, the parties will meet and confer about whether the number of stewards should be increased to no more than forty (40).

14.2 Each January, the Union shall provide the Human Resources director with a list of employees who have been designated as stewards. Only those employees whose names appear on the current list shall be allowed to act as stewards..

14.3 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances, as provided in Article 10.8 (Processing of Grievances), without loss of pay. When leaving their work location or assignment to act as stewards, they must first obtain permission from their immediate supervisor and inform the supervisor of the nature of their business. When entering a workplace, the steward shall inform the proper supervisor of the general nature of the steward's business. Permission for the steward and any affected employees to leave will be granted promptly unless absence would cause an undue interruption of work. Time shall be made available no later than the end of the following workday.

14.4 Each steward may have eight (8) hours with pay for each contract year for steward training. Such time off must be requested in writing at least three (3) weeks before the scheduled training and will be approved unless the time off would cause severe operational problems.

15.0 RELEASE TIME

15.1 Release time means release from work with pay for the purpose of investigating and processing grievances and for participating in the meet and confer process. Notice must be given and permission from the employee's supervisor must be obtained prior to taking release time. Release time shall be granted to employees promptly unless absence would cause an undue interruption of work.

15.2 The Union shall have the right to send its designated representative or a reasonable number of employees to meet at reasonable times during normal working hours for formally meeting and conferring with representatives of the County on matters within the scope of representation, in conformance with the Government Code. Approval for more than a total of five (5) employees or representatives must be obtained in advance from the Human Resources Director.

15.3 The Public Services Employee Unit shall be allowed no more than four (4) employee representatives, and the Supervisory Unit no more than two (2) employee representatives, when joint bargaining occurs during the meet and confer process.

15.4 County employees who are NAPE Board members have an important role in the meet and confer process and should have a reasonable opportunity to participate in discussions over matters subject to meet and confer. The County will attempt to accommodate the need for employees who are NAPE representatives to participate in the meet and confer process; however, such participation must be balanced with the County's priority for providing programs and services. Notice must be given and permission from the employee's supervisor must be obtained prior to the employee attending such meetings.

16.0 WORK ACCESS

16.1 A Union staff representative desiring access to a work location hereunder shall state the purpose of the visit and request authorization from the Department Head or his/her designee prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Time shall be made available not later than the end of the following workday. Authorized Union representatives may be given access to a work location during working hours for the purpose of conducting union business. Union agrees its representatives will not interfere with operations of a department or any facility thereof.

16.2 The Union shall give to the Human Resources Director a list of all of its authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

17.0 BULLETIN BOARDS

17.1 Subjects Allowed

The County shall furnish reasonable bulletin board space to the Union at all work locations. The boards may be used for the following subjects:

(a) Union recreational, social and related Union news bulletin;
(b) Scheduled Union meetings;
(c) Information concerning Union elections or results thereof;
(d) Reports of official business of Union, including newsletters and reports of committees; and
(e) Any other written material must first be approved and initialed by the Human Resources Director or a designee.

17.2 Who can Post and Remove

Material shall be posted and removed by Union stewards or other Union representatives.

17.3 Electronic Bulletin Board

The County shall create a "shared folder" for use by the Union for subjects identified in Article 17.1 (Subjects Allowed). Any other material posted shall first be approved by the Human Resources Director. The Union shall designate, and identify for the County, three Union members who shall have exclusive ability to post items to the shared folder. The use of a shared folder shall be discontinued if it is determined by the County that the folder has been used in a manner other than described, or if use and/or access of the folder by employees is deemed to be disruptive to the workplace.

18.0 ON SITE MEETINGS

18.1 The Union may use County facilities for on site meetings when space is available upon a written request to the appropriate Department Head.

19.0 AGENCY SHOP AND MAINTENANCE OF MEMBERSHIP

19.1 Joining Union; Agency Shop Service Fee

All employees are required to join the Union or have an agency shop service fee deducted from their pay.

(a) The Service Fee for each calendar year shall be based on a percentage of the Union's Dues as determined by May 1, of each calendar year.

(b) Employees wishing to change from Union Member to Service Fee Payer may do so by giving written notice to the Union and the Auditor's Office during the first ten (10) working days of June in the final year of this agreement. An employee who converts to fee payer status shall so notify the County Auditor and the Union by certified mail, return receipt requested. The County shall change the deductions the first pay period in the month following receipt of written notification by the employee, provided that the County has at least ten (10) working days advance notice.

(c) Employees who elect to pay a Service Fee in lieu of joining the Union shall be required to pay it at the beginning of the payroll period closest to sixty (60) calendar days from date of hire.

19.2 (a) Upon the written authorization of an employee and approval by the authorized Union representative, the County shall deduct from the accrued wages of each employee, after all other required deductions have been made, the following:

(i) For union members: the sum certified as Union dues, fees, assessments and insurance premiums.

(ii) For fee payers: the sum certified as Union Service Fee.

(b) The County shall deliver the sum to the Union, together with a monthly list of all employees for whom deductions have been made, with a separate itemization of all deductions. Such deductions shall be made on a biweekly basis but no more than twice in a calendar month. The Union agrees to contribute towards the cost of processing dues deductions each pay period. This provision becomes effective on the date the County implements processing costs for other agencies/entities.

19.3 The Union shall keep an adequate itemized record of its financial transactions and provide by May 1 upon request, to the County and fee payers, 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 accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall provide the County with a copy of such financial reports. Failure to provide the information within thirty (30) days of request shall suspend the enforcement of Articles 19.1 (Joining Union; Agency Shop Service Fee) and 19.2 (Religious Exemption) for the equivalent number of pay periods as the Union is in default of the above requirement.

19.4 The Union shall promptly refund to the County any amounts paid to the Union in error under this Article. The Union expressly agrees to indemnify and hold the County, its officers, agents, and employees harmless from any and all claims, demands, costs, attorneys fees, expenses, damages or other monetary losses arising out of, or in any way connected with, the contents or administration of this Article. This hold harmless and indemnity agreement shall include, but not be limited to, legal actions of any sort or nature against the County based upon or related to this Article including, but not limited to, actions by employees or former employees.

19.5 The Union shall accord fair representation in all matters to all employees in the unit without regard to whether the particular employee is a dues paying member of the Union or a service fee payer. The duty of fair representation shall include all matters related to the scope of representation as provided by applicable federal or state law.

19.7 All employees who are members of the Union shall pay dues to the Union for the duration of this Memorandum of Understanding, except that they may convert to agency fee payer status as provided in Article 19.1(b).

19.8 The amount to be deducted for union dues, fees, and assessments shall not be changed by the Union more frequently than once each fiscal year. Furthermore, the Union must give one (1) full pay period prior notice before the effective date of any change.

19.9 Delivery of the aggregate amount of union dues, fees, assessments, and insurance premiums deducted from the salaries of employees covered hereunder shall customarily be made by the County on the same day as employees are paid.

19.10 COPE Deduction

The County will maintain a payroll deduction program for voluntary employee contributions to the Union's Committee on Political Education (COPE) subject to the following conditions:

(a) Employee has authorized such a withholding on a form provided by the Union and approved by the County;

(b) Payroll deductions shall commence on the second pay period following receipt of the signed authorization by the County;

(c) Employees may sign up, change the amount of their contribution or discontinue their contributions at any time.

19.11 The Union agrees to defend, indemnify, and hold the County harmless from any and all demands, suits, orders, judgments, or other form of liability brought by a third party that may arise out of or by reason of action taken by the County under this Article.

19.11 Religious Exemption

(a) Any employee who can demonstrate a bona fide religious objection to joining or financially supporting public employee organizations may request an exemption from Article 19.1 (Joining Union; Agency Shop Service Fee). Such employee shall be required to pay a sum equal to the Agency Fee to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3) of Title 26 of the Internal Revenue Code.

(b) Employees claiming a religious exemption shall file a written statement under oath or affirmation with the Union, which identifies the bona fide religious objection and provides in detail that the employee meets all the requirements for claiming the religious exemption. The County shall not be required to provide payroll deduction services for contributions made in lieu of Agency Fees.

PART 3. SALARIES AND OTHER COMPENSATION

20.0 SALARIES

20.1 (a) Effective August 14, 2004, employees whose salaries have not been Y-rated, shall receive a salary increase of three point three nine percent (3.39%)

(b) The County will provide the following across-the-board wage/salary adjustments during the fiscal years beginning in 2005 through 2007:

Effective with the first pay period for fiscal years 2005/06 and 2006/07, employees whose salaries have not been Y-rated shall receive a salary increase of an amount that is equal to the average of the identified comparable agencies, but in no case shall that amount exceed four point five percent (4.5%) or be lower than two percent (2%) as calculated at the grade/step five (5) of the current salary schedule. For any comparison agencies that provides only an equity adjustment but no across-the-board wage/salary adjustment for any given year, that comparable agency shall be excluded from the average. The comparison agencies are the counties of Marin, Monterey, Placer, Santa Cruz, Contra Costa, Solano, and Sonoma and the City of Napa.

20.2 The salaries for the classification of Public Defender Investigator series will be adjusted from salary table range 269 to 285 and the Senior Public Defender Investigator salary be adjusted from salary table range 285 to 299.

20.3 (a) Effective August 14, 2004, equity adjustments will be made to the following key classes- Planner II and Administrative Analyst II and associated classifications - provided that the verified date of the comparison agencies shows them to be at least five percent (5%) below the average. The study will be completed by August 20, 2004 and will take into consideration any across the board wage/salary adjustments that were given to the key classes in 2004, including Napa County at three point three nine percent (3.39%). If Solano County has not made any across the board wage/salary adjustments in 2004, it will be excluded from the average.

(b) Each January during the term of this Memorandum of Understanding, if any key class is determined to be more than 3% below the average of our comparable agencies, all classifications within that key class shall receive an equity adjustment equal to an amount that will bring the key class to the average salary for that classification.

21.0 SALARY ON REDUCTION

21.1 (a) The following shall apply when an employee requests and accepts a voluntary reduction to a position with a lower salary range maximum or when an employee is adjusted to a position with a lower salary range maximum for reasons of unsatisfactory performance or disciplinary reasons: the salary of the employee shall be adjusted to the next lower grade/step not less than one full grade/step in the salary range for the employee's class unless it would be below the minimum of the new salary range. In such instance, the salary would be the minimum of the new range.

(b) If after such adjustment, an employee's salary falls within the salary range of the new class but is not an established grade/step in the new range, the employee's salary may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee.

(c) If, after the adjustment, the employee's salary remains above the salary range maximum of the new class, said employee's salary shall be adjusted to that maximum.

(d) With any voluntary demotion, the employee shall retain the same salary anniversary date. For a demotion due to unsatisfactory performance or disciplinary action, the effective date of the demotion shall become the employee's new salary anniversary date.

21.2 When an employee accepts a demotion to a vacant lower class in a different series in the same department in lieu of layoff and the employee does not have prior seniority status in the lower class and the employee's current salary exceeds the salary range maximum of the lower class, the salary shall be adjusted to the salary range maximum in the lower class. If the employee's current salary falls within the salary range of the lower class but not on an established grade/step in the new range, the employee's salary shall not change and may be adjusted to the nearest higher salary grade/step in the new range at his or her next salary anniversary date. The employee shall retain the same salary anniversary date.

22.0 SALARY ON PROMOTION

22.1 Any employee appointed to a class with a higher salary range than the class which he/she formerly occupied shall receive the nearest higher biweekly salary. The new salary adjustment shall be at least one full grade/step in the new salary range, but shall not exceed the salary range maximum as of the date the promotion becomes effective. Upon promotion, the employee shall receive a new salary anniversary date.

23.0 SALARY ON TRANSFER

23.1 Any employee transferred from one position to another or from one department to another shall be compensated at the same grade/step of the salary range as he/she previously received if such transfer is to the same class or to another class with the same salary range. Upon transfer, the employee shall retain the same salary anniversary date.

24.0 CHANGES IN SALARY ALLOCATION

24.1 The salary of an employee who has permanent status in a class which is reallocated to a new salary range shall be determined as follows:

(a) If the class is reallocated to a higher salary range, the employee shall be compensated at the same grade/step in the salary range as he/she was receiving in the range to which the class was previously allocated on the effective date of such action.

(b) If the position is reallocated to a lower salary range, the employee shall continue to receive the same compensation he/she received in his/her former class on the effective date of such action.

(c) In both cases, the employee shall retain the same salary anniversary date.

25.0 SALARY ON POSITION RECLASSIFICATION

25.1 The salary of an employee whose position is reclassified shall be determined as follows:

(a) If the position is reclassified to a class having the same salary range, the salary of the employee shall not change and neither shall his/her anniversary date.

(b) If the position is reclassified to a class which has a higher salary range, the salary of the employee so affected shall be the nearest higher monthly salary not less than one full grade/step in the new range. The effective date of the reclassification shall be the new salary anniversary date of said employee for further merit grade/step increases within the salary range.

(c) If the position is reclassified to a class having a lower salary range, the salary of the employee shall not change and neither shall his/her anniversary date.

25.2 Neither the Union nor any employee may grieve or demand arbitration of a disagreement regarding the allocation of a salary or salary range of any class pertaining to an employee or employees in the personnel transactions described in Articles 22.0 (Salary on Promotion), 23.0 (Salary on Transfer), 24.0 (Changes in Salary Allocation), or 25.0 (Salary on Position Reclassification).

26.0 SALARY ANNIVERSARY DATE

26.1 "Salary Anniversary Date" shall mean the effective date of appointment, promotion, demotion, or reclassification, if such is the first working day of a biweekly pay period. If the appointment is effective on a date other than the first working day of a biweekly pay period, the salary anniversary date shall be the first day of the biweekly pay period following such appointment.

26.2 The effective date of any change in connection with Articles 22.0 (Salary on Promotion), 23.0 (Salary on Transfer), 24.0 (Changes in Salary Allocation), and 25.0 (Salary on Position Reclassification) shall be the first day of the biweekly pay period in which the change occurs.

27.0 OVERTIME

27.1 General Provisions

(a) An employee who works overtime shall be compensated at a rate of one and one half times the employee's standard hourly rate in cash or compensatory time off. Employees may elect to be compensated in cash or compensatory time off for any overtime worked and must make the election on the time card for the pay period in which it was worked.

(b) Unless otherwise provided below, overtime is defined as any time actually worked in excess of eight (8) hours in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4) ten (10) and nine (9) eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek. For employees working twelve (12) hour shifts, overtime shall be defined as any time actually worked in excess of twelve (12) hours in a regularly scheduled shift in a twenty-four (24) hour period or eighty (80) hours in a fourteen (14) calendar day period.

(c) Except during shift rotation, the twenty four (24) hour period used to determine overtime eligibility begins with the employee's work shift.

(d) An employee who works more than the normal number of workdays during a normal workweek based on their assigned work schedule shall receive overtime compensation provided that the employee was not absent from work for more than one normal work day in that workweek due to vacation, compensatory time, holiday, sick leave, any other paid leave, or a combination thereof.

27.2 Forty Hour Bank for Specified Exempt Employees at HHS

(a) FLSA exempt employees in the programs listed below with the Health and Human Services Agency may opt to participate in the "Forty Hour Bank" program. An employee may change an election to opt in or out no more than on a trimester basis: Mental Health Case Management, Drinking Driver Program, Perinatal Drug and Alcohol Program, Forensic Mental Health, Day Treatment Program, Alcohol and Drug Services, Emergency Response, Child Protective Services, and Children and Family Mental Health.

(b) By opting into the program, participants voluntarily waive the provisions of Article 27.1(b), and overtime is instead defined as time worked in

excess of forty (40) hours in a workweek. Such employees who work overtime shall be compensated hour for hour by compensatory time off at the straight time rate, up to a maximum accumulation of forty (40) hours. Overtime earned through "call-back" under Article 28.0 (Call Back) shall be paid pursuant to the call-back provisions and such time shall be included in the forty (40) hour maximum.

27.3 Regular hourly rate defined

The regular hourly rate for cash payment is the employee's standard hourly rate plus any premium pay identified in Articles 29.0 (Standby Duty), 30.0 (Split Shift), 31.0 (Night Shift), 32.0 (Matron Pay), 33.0 (Bilingual Pay), and 36.0 (Out of Class Assignment).

27.4 Compensatory Time Off Maximums

(a) Correctional Officers I/II, Correctional Corporal, and Animal Services Officers selecting compensatory time shall be allowed to accumulate up to a maximum of forty (40) hours in compensatory time off.

(b) Legal Clerk I/II, Warrant Matron Clerk, Warrant Clerk, and Matron Clerk in the Sheriff's Technical Services Division may accumulate a maximum of forty (40) hours in compensatory time off.

(c) For all other employees not covered by Articles 27.2, 27.4(a), and 27.4(b), a maximum of two hundred forty (240) hours may be accumulated as compensatory time off.

27.5 Compensatory time off earned may be used on a revolving basis and may be carried over from fiscal year to fiscal year. Every effort shall be made by the employee and the department to utilize compensatory time off earned within the fiscal year it is accumulated. All compensatory time off remaining on record on the last day of the fiscal year in which it is accumulated should be taken off no later than the second pay period in October following the fiscal year. A balance of less than eight (8) hours at the end off the fiscal year shall be paid to the employee.

27.6 If, during the term of this Memorandum of Understanding, the Legislature or a Court of competent jurisdiction exempts any or all of the employees subject to this Memorandum from FLSA, all such employees shall be compensated for overtime pursuant to this Article and all provisions of this Memorandum of Understanding which have been amended or rescinded due to the applicability of FLSA shall be reinstated automatically.

28.0 CALL BACK

28.1 Call Back Pay

Employees who work two (2) hours or less when called back to work shall be compensated three (3) hours at straight time. This three hour straight time compensation shall be coded as call back time and is called "call back pay." Employees may elect to be compensated in cash or compensatory time off for call back pay. Employees who work more than two hours when called back to work, shall be compensated at time and one-half (1 1/2) for hours actually worked, including portal to portal, in accordance with the overtime provisions of Article 27.0.

28.2 Conditions for Receiving Call Back Pay

An employee shall be compensated for call-back upon meeting conditions (a) and (b), or (a) and (c):

(a) The call-back work period is more than two (2) hours before or after the employee's normal work shift.

(b) Employee has departed from his/her work location.

(c) The employee is required to make a job-related court appearance scheduled during off-duty hours. Such time beyond the employee's normal work shift would be considered time worked for overtime computation purposes.

28.3 Limitations on Call Back Pay

(a) When an employee is called back to work a second time within four (4) hours of a previous call back, the employee will receive call back pay only for the first time he or she is called back.

(b) Employees called back for intra-departmental staff meetings and training sessions shall be compensated on an hour-for-hour basis, unless they qualify for overtime under Article 27.0.

(c) When an employee is notified that the employee will be required to work additional hours beyond the ending time of the employee's normal daily work shift and such notice is given at least twenty-four (24) hours in advance of the time worked, this Article shall not apply.

29.0 STANDBY DUTY

29.1 Standby duty is when an employee is required to:

(a) Respond immediately to calls for his/her service within a reasonable time, and
(b) Be able to respond at all hours by telephone, and
(c) Refrain from activities which might impair his/her ability to effectively perform duties in response to calls.

29.2 "Standby duty" status shall be assigned by the employee's department head or designee.

29.3 When an employee on standby duty from the Probation or Health and Human Services departments receives a call from his/her department and transacts business over the telephone, time spent on the call shall be deemed hours worked for determining overtime eligibility, but the employee shall not receive call back pay unless the employee is actually called back in.

29.4 When standby duty is assigned, the employee shall be compensated at the rate of two dollars and fifty cents ($2.50) per hour for all standby compensation, except for weekends and holidays when the rate shall be two dollars and seventy-five cents ($2.75) per hour.

29.5 Standby assignments shall be assigned equitably among employees in each work unit.

29.6 Employees assigned to standby shall be provided either a pocket pager or a cell phone.

29.7 Once an employee is called back to work, he/she shall receive call back pay and shall not receive standby pay until he or she returns to standby status. Except as provided in Article 29.3 above, an employee shall not be paid both call back pay and standby pay for the same hours worked.

30.0 SPLIT SHIFT

30.1 A split shift shall mean an assigned work shift of eight (8) hours or more accomplished in a period of not less than twelve (12) nor more than twenty-four (24) consecutive hours. An employee shall receive $.25 an hour over and above his/her normal hourly rate when working a split shift.

31.0 NIGHT SHIFT

31.1 Employees who work between 6:00 pm and 6:00 am or on any shift defined as "graveyard" shall be paid at the rate of $1.00 per hour over and above the employee's standard hourly rate. This rate shall apply to overtime hours worked during this time period or shift.

32.0 MATRON PAY

32.1 The County shall pay clerical employees in the Sheriff's Office who are not assigned matron duties as a regular requirement of their position, two dollars fifty cents ($2.50) over and above the employee's standard hourly rate for each hour worked performing matron functions.

33.0 BILINGUAL PAY

33.1 Any employee qualifying for payment under the County's bilingual pay plan shall receive forty dollars ($40) per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time.

34.0 TRAINING OFFICER PAY

34.1 A Correctional Officer II who has been formally trained and received a certificate of completion as a field or facility training officer shall receive pay for the hours actually assigned by departmental management and worked performing field and/or facility training activities. An employee working in a training officer capacity shall receive a training officer differential of five percent (5%) more than his or her regular salary.

35.0 CPA PREMIUM PAY

35.1 Employees in the Accountant-Auditor series with a current Certified Public Accountant certificate shall receive five percent (5%) more than his or her standard hourly rate.

36.0 OUT OF CLASS ASSIGNMENT

36.1 An out-of-class assignment occurs when an employee in a lower job classification is assigned to the full-time performance of all or most of the significant duties, as determined by the County, of a higher job classification in the County Departmental Allocation List due to the absence of the employee in the higher classification, or for meeting emergencies or peak work assignments.

36.2 (a) An out-of-class assignment shall be made in writing in advance of the commencement of the assignment by the Department Head or designee, and

shall include a description of the most significant duties to be performed by the employee which qualify him/her for the assignment.

(b) Employees shall receive five percent (5%) above their standard hourly rate for any out-of-class assignments from the first hour worked.

(c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status. However, an employee who terminates from service while in an out-of-class assignment shall receive his/her standard hourly rate for payoff of accrued vacation or compensatory time off.

36.3 Exception for Underfilling

Employees who are underfilling in positions do not qualify for out of class pay when performing duties in the lower class.

36.4 Duration of Out-Of-Class Assignments

(a) General Rule: 1-15 Days

As a general rule, the County shall avoid, whenever possible, working an employee in an out-of-class assignment for more than fifteen (15) consecutive workdays in a fiscal year.

(b) Maximum 30 Days for Emergencies and Peak Work Assignments

The County may make out-of-class assignments not exceeding thirty (30) consecutive workdays in a fiscal year for meeting emergencies or peak work assignments.

(c) Maximum 60 Days for Training

The County may make out-of-class assignments not exceeding sixty (60) consecutive workdays in a fiscal year for the purpose of training an employee or providing him/her with experience in a non-merit system covered position. However, the County may assign an employee in the Road Maintenance Worker series to an out-of-class assignment for more than sixty (60) consecutive workdays for training purposes.

(d) More than 60 Days

Except as provided in Article 36.4(c), any out-of-class assignment exceeding sixty (60) consecutive workdays in a fiscal year shall be subject to the following:

(i) Written consent by the employee; a copy of such notice will be provided to Human Resources and the Union;

(ii) Placement of the written consent in the employee's personnel file at his/her request;

(iii) The employee whose name appears on an eligibility list referred by Human Resources for appointment shall be given due consideration for promotions when such opportunities occur in the same department as that in which the out-of-class assignment occurred;

(iv) Any employee working out-of-class in accordance with this Article for six (6) months or more shall, at the time of any promotion, receive the nearest higher grade/step placement in the new range above the out-of-class payment.

37.0 MEAL ALLOWANCE

37.1 Any employee who purchases a meal while attending a work-related meeting or conference shall be reimbursed for the cost of said meal as provided below. If the meeting or conference in question is outside Napa County, the employee shall be reimbursed for the actual cost of the meal so long as it was not feasible for the employee to stay within the meal allowance provided below. Upon request of departmental management, an employee shall be required to provide a receipt for the cost of meals.

Breakfast:	$ 8.00
Lunch:	$ 12.00
Dinner:	$ 18.00

38.0 UNIFORM ALLOWANCE & DAMAGED APPAREL

38.1 Safety Glasses

Whenever their use is required by the County, the County shall provide safety glasses at no cost to the employee.

38.2 Damaged Apparel

The County will provide reasonable monetary reimbursement for any damaged clothing to employees in the Animal Services Officer classification series. For the employees in the classification of Deputy Marshal, the Correctional Officer series, Juvenile Hall Counselor series, Residential Detox Counselor series, and employees when assigned to work in the Crisis Clinic, the damage must have resulted in the course of employment with the County. The damage and cost of replacement must be verified by the respective Department Head or his/her authorized representative.

38.3 Uniform Allowance

(a) Employees in the following classifications shall receive the following amounts per year for uniform allowance:

(i) Deputy Marshall: Four Hundred Twenty Five Dollars ($425);
(ii) Correctional Officer I/II and Correctional Corporal: Four Hundred Dollars ($400);
(iii) Correctional Technicians: Two Hundred Sixty Five Dollars ($265); and
(iv) Animal Services Officer: Three Hundred Thirty Dollars ($330).

(b) Payment of Uniform Allowance

Employees covered in 38.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the employee was in a paid status and was not on sick leave for more than 75% of the work hours.

(c) Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office

(i) Non-sworn employees in the Technical Services and Civil Divisions of the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of uniform clothing items for each employee as follows: two (2) pairs of pants, four (4) shirts, one (1) sweater vest (worn at the employee's option) and one (1) tie (worn at the employee's option).

(ii) The Sheriff's Office will replace these items as needed when they become worn, damaged or if the items can no longer be worn due to pregnancy or weight gain or loss.

39.0 MILEAGE REIMBURSEMENT

39.1 Employees who are required to use their personal vehicles in the performance of their job duties shall be reimbursed for mileage at the then current rate established by the Board of Supervisors. An employee who uses his/her personal vehicle to conduct County business must first (a) complete and file the proper forms stating the intention to use his/her personal vehicle; and (b) have the prior knowledge and consent of his/her immediate supervisor to be reimbursed.

40.0 LICENSE REIMBURSEMENT

40.1 The County shall pay for the cost of any professional or other license that is required for continued employment in the employee's classification. For all Attorney classifications, the County shall pay the cost of the annual state bar dues. Employees shall be reimbursed only after presenting satisfactory evidence of payment to the auditor's office. Reimbursement for California State driver's licenses will only be made for those positions requiring a commercial driver's license (a Class "A" or "B" driver's license). For the Agricultural Biologist and Weights and Measures classifications, the County will reimburse the employee for the cost of taking required examinations to obtain professional or other licenses that are required for continued employment in the employee's classification so long as the employee passes said examinations.

41.0 CORRECTIONAL OFFICER DISABILITY FUND

41.1 Correctional Officers who are absent from work due to an inmate-related injury shall be eligible for the following benefit. An "inmate-related" injury is defined as an injury sustained during the course and scope of an employee's duties as a Correctional Officer while in direct physical contact with an inmate or while actively suppressing a fire, or while engaged in the search and rescue of an inmate during a fire, or while responding to a fire or to an inmate altercation (e.g., walking/running en route to respond under these circumstances).

(a) A disability fund was established in 1998, in the amount of fifteen thousand dollars ($15,000) to be used to pay the difference between a Correctional Officer's regular pay and the Workers' Compensation temporary disability benefit. "Regular pay" is the gross pay less mandatory deductions. Voluntary deductions, such as deferred compensation and credit union, are not included in the calculation. The maximum disability amount per injury is fifteen percent (15%) of the total fund amount at the beginning of the fiscal year.

(b) At the beginning of each fiscal year, one-hundred percent (100%) of the remaining fund balance, less encumbered amounts, shall be added to the fifteen thousand dollar ($15,000) annual base. The per injury amount shall be calculated at that time. The maximum fund amount shall not exceed thirty thousand dollars ($30,000) annually, or four thousand five hundred dollars ($4,500) per injury.

(c) If the fund is exhausted before the end of the fiscal year, it shall not be replenished until the next fiscal year, at which time the base amount shall be fifteen thousand dollars ($15,000). However, an employee already receiving the benefit prior to exhaustion of the fund shall be eligible for the full per injury benefit established for that fiscal year. Employees injured after the fund is exhausted shall not be eligible for this benefit.

(d) Correctional Officers who have returned to work following an inmate-related injury, or suffer no lost work time, shall use sick leave or other authorized leave, including workers' compensation where applicable, for medical appointments, physical therapy, or other necessary medical treatments.

PART 4. RETIREMENT

42.0 RETIREMENT

42.1 Effective December 18, 2004, the County will provide a "2.5% at 55" retirement benefit formula pursuant to the terms of Appendix A, incorporated herein by reference.

42.2 The County agrees to report the PERS Employer Paid Member Contribution as salary for retirement plan benefit purposes (hereinafter "reporting benefit") so long as this is at no cost to the County. All tax liability created as a result of implementing this Article, including, but not limited to, tax liability for the additional PERS contribution for this reporting benefit, shall be the sole responsibility and liability of employees.

42.3 The County will continue its contract with the Public Employees' Retirement System to maintain the following provisions:

(a) Extra-help buy back pursuant to Government Code Section 20305: employees who have worked as extra-help, are subsequently hired as permanent employees, have passed the probationary period, and are in active PERS membership, may voluntarily "buy back" hours worked as extra-help to the extent authorized by law and by CalPERS.

(b) The Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.

(c) The 1959 Survivor Benefit from Level 3 to Level 4 pursuant to Government Code Section 21574.

(d) Credit for unused sick leave pursuant to Government Code Section 20965. An employee may elect to do one of the following:

(i) Apply all accumulated sick leave upon retirement towards this provision; or

(ii) Apply a portion of accumulated sick leave upon retirement towards this provision and use the remaining balance in accordance with Article 43.10(a) (Retirement Health Benefits--Sick Leave Conversion); or

(iii) Apply accumulated sick leave in excess of one-thousand two-hundred forty-eight (1248) hours at retirement towards this provision.

42.4 For purposes of calculating retirement benefits, employees hired before September 1, 1992, shall use the highest one year compensation provision and the 1959 Survivors Benefit. Employees hired after September 1, 1992, shall use the three (3) year highest compensation provision and the 1959 Survivors Benefit.

PART 5. INSURANCE AND HEALTH CARE

43.0 HEALTH, DENTAL AND LIFE INSURANCE

43.1 CalPERS PEMHCA

(a) Pursuant to the California Public Employees Medical & Hospital Care Act ("PEMHCA"), the County shall enter into the CalPERS PEMHCA health plan system (" CalPERS PEMHCA"), effective September of 2002, with the following CalPERS PEMHCA initial enrollment contribution rates:

(i) Current Employees - $16;
(ii) Retirees - $10.

The County shall make enrollment contributions as legally mandated under PEMHCA.

(b) Kaiser Co-Pay

The County shall maintain the existing Kaiser $5 co-pay health plan ("Direct Kaiser plan"). This plan shall not be part of the CalPERS PEMHCA system.

(c) Establishment of Cafeteria Plan

The County shall establish a Cafeteria Plan ("Plan") to provide for additional health premium contributions and other optional benefits. As part of this Plan, the County shall implement a voluntary employee-paid Vision plan with no County contribution.

(d) Health Care Reimbursement Accounts/Dependent Care Benefits

The County's existing Section 125 Plan (Health Care Reimbursement Accounts and Dependent Care Benefits) shall become part of the Plan. Any fees or administrative costs associated with these benefits shall continue to be borne solely by the participating employee.

43.2 Contributions to the Plan

The employee's contributions and County's contributions to the Plan shall be as follows:

(a) The County contribution to the Plan shall be a fixed percentage of the premium rates for the Direct Kaiser plan. The percentage of the Plan contribution by the County toward health plan premiums shall remain the same, should premium rates change. The amount of the County's contribution shall be:

(i) Subscriber Only - 90% of the Direct Kaiser plan premium;
(ii) Subscriber Plus One - 87.5% of the Direct Kaiser plan premium;
(iii) Subscriber Plus Two or more - 85% of the Direct Kaiser $5 premium.

(b) For those employees enrolled in a CalPERS PEMHCA health plan: The County's contribution described in Article 43.2(a) includes the enrollment contribution amount legally mandated under PEMHCA as described in Article 43.1(a); the County will in addition contribute the initial enrollment contribution of $16.

43.3 Employee Deductions

All deductions paid by employees for the premium-only part of the County's Plan shall be made on a bi-weekly basis but no more than twice in a calendar month. Furthermore, all County contributions for employees participating in the Health Care Reimbursement Accounts or Dependent Care Benefits part of the Plan shall be made on a bi-weekly basis no more than twice in a calendar month.

43.4 Cash-Out Option

Employees who satisfactorily demonstrate medical coverage and who elect not to participate as an employee in either the Kaiser Direct plan or any CalPERS PEMHCA health plan, may elect under the Cafeteria Plan to receive one hundred and twenty-five dollars ($125.00) per month (or a prorated amount for part time employees) in lieu of participation in a health plan. The County shall pay any health premium administrative fee required for employees who "opt out" of health coverage under this provision. Subject to CalPERS regulations, employees may make this election at any time.

43.5 Reopener for PEMHCA Contribution Increases

In the event that the mandatory CalPERS PEMHCA contribution increases beyond the initial $16 contribution, the parties agree to reopen this provision and meet and confer over alternatives to address this additional expense.

43.6 County-wide Benefits Committee

(a) The parties agree to maintain the County-wide Benefits Committee, comprised of County representatives and representatives from each bargaining unit, for the purpose of meeting and discussing health insurance benefits, analyzing costs and developing a program to control costs.

(b) The committee shall convene annually within one month after CalPERS publishes its new PEMHCA health plan premium rates and at other times upon written request of any participant.

(c) It is understood that the County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Benefits Committee and prior meeting and consultation with the Union.

43.7 Dental Coverage

The County shall provide dental benefit plans and the cost of such coverage shall be paid by the County as follows:

(a) The County shall provide a California Delta Dental plan (Delta) to include one hundred percent (100%) coverage for diagnostic/preventive benefits, eighty/twenty percent (80/20%) co-insurance for basic dental benefits, fifty/fifty percent (50/50%) co-insurance for major benefits and orthodontics for the employee and his/her eligible dependents. The plan includes for newly hired employees a six-month waiting period for dental coverage and a twelve-month waiting period for orthodontic coverage. The annual dental benefit shall be $2,000 per participant. The maximum lifetime orthodontic benefit is two thousand dollars ($2000).

(b) The County shall provide a Pacific Union Dental plan (PUD) to include a co-payment of $0-$25 for diagnostic/preventive benefits, a co-payment of $0-$35 co-payment for basic dental benefits, a co-payment of $0-$40 for major benefits and a co-payment of $0-$95 for prosthodontics. Co-payments for orthodontic benefits are determined by a schedule set by PUD. This plan includes for newly hired employees a six-month waiting period for dental benefits, except there is no waiting period for orthodontics benefits. There are no deductibles or annual maximums with this plan.

(c) When terminating from County service, an employee must be in a paid status in the month of separation in order to have County contribution for dental insurance for that month.

43.8 Life Insurance

The County shall provide ten thousand dollars ($10,000) of term life insurance for each employee with an option for an employee to purchase up to one hundred thousand dollars ($100,000) in additional supplemental life insurance at the prevailing rate.

43.9 Paid Status Requirements for Coverage

(a) Paid Status Requirement

Except where a leave of absence without pay for medical reasons is authorized by the County, an employee must be in a paid status at least forty (40) hours each bi-weekly pay period to be entitled to County contribution towards health, dental and life insurance plans. The employee who is in a paid status less than forty (40) hours each bi-weekly

pay period may elect to personally pay the County's share of such contribution towards said plans.

(b) Part-Time Employees

Part-time employees working forty (40) hours or more bi-weekly shall be eligible to participate in the health insurance programs on a pro rata basis. Prorations shall be based upon the employee's regular weekly work hours. Election to participate shall be made during the employee's initial enrollment period with the County. Any employee hired on or before July 5, 1996, who is working forty (40) hours or more bi-weekly, shall be eligible to receive the same County health insurance contributions as a full-time employee.

(c) Employee on Leave Without Pay for Medical Reasons

An employee who is on an authorized leave without pay for medical reasons must be in a paid status at least six (6) hours each bi-weekly pay period in which medical and other similar benefits are deducted to be entitled to County contribution for that month.

43.10 Retirement Health Benefits

(a) Sick Leave Conversion

The County shall pay one (1) month single-party health (at the Kaiser Direct plan rate) or dental coverage upon retirement for each eight (8) hours of accumulated sick leave in excess of one hundred twenty (120) hours, up to a maximum of one thousand two hundred forty-eight (1248) hours. Employees exceeding the one hundred twenty (120) hour threshold may apply the one hundred twenty (120) hours towards this benefit. An employee shall make a one (1) time only choice of receiving either health or dental coverage to commence upon retirement under this provision; sick leave conversion may not be banked to obtain such coverage at a time later than upon retirement. For qualifying retirees electing to participate in the Kaiser Direct plan, the County shall contribute an amount equal to the Kaiser Direct premium for Subscriber only. For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, the County shall contribute an amount equal to the Kaiser Direct premium for Subscriber only which shall be deemed to include the County contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period. As used herein, retirement means that an employee has both been separated from active permanent service with the County and will actually begin receiving monthly benefits

from the Public Employee's Retirement System not later than the first of the month following said separation.

(b) Long-Term Service Conversion

In lieu of any other health coverage provisions set forth in this Article 43.10, a retiring employee may elect the following: Effective September 1998, an employee who retires with the equivalent of twenty (20) years or more of continuous, full-time County service shall be eligible for County-paid single party health coverage (at the Kaiser Direct plan rate) until age 65. For qualifying retirees electing to participate in the Kaiser Direct plan, the County shall contribute an amount equal to the Kaiser Direct premium for Subscriber only. For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, the County shall contribute an amount equal to the Kaiser Direct premium for Subscriber only which shall be deemed to include the County contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period.

(c) Coverage Paid by Retiree

An employee who retires from County service shall be eligible for health coverage under the group plan for retirees in which he/she was enrolled upon retirement at his/her own expense, except as to a retiree participating in a CalPERS PEMHCA health plan, the County shall contribute the amount legally mandated under PEMHCA. Such coverage shall be available to currently retired employees and future retirees upon the exhaustion of health coverage benefits provided under Article 43.10(a) and 43.10(b) therein, and to employees who retire but who do not have sufficient sick leave to qualify for health coverage benefits under Article 43.10(a). All such employees shall make payments in accordance with procedures established by the County Auditor. Failure to make payments as required shall be cause for termination of group coverage. To qualify under this provision a retired employee must begin receiving monthly benefits from the Public Employees Retirement System not later than the first of the month following retirement.

(d) Medicare Eligibility

Current employees hired prior to April 1986, who have enrolled in the Medicare program shall contribute the employee's share of the Medicare contribution; and the County shall contribute the employer's share of the contribution. This benefit is contingent on the County's legal ability to participate in the Medicare program under existing state and federal law.

43.11 Employee Assistance Program

The County Agrees to provide an Employee Assistance Program (EAP) which includes up to five (5) sessions for each qualifying incident per employee and eligible family member in each fiscal year (benefit year). The County currently offers an EAP through MHN. An incident is defined as a separate and different occurrence, problem or event. Some examples of different incidents (or problems) include but are not limited to the following: marital, family, alcohol abuse, substance abuse, grief, stress, depression, anger management, smoking cessation, panic attacks, anxiety, obsessive compulsive, adolescent, gambling.

PART 6. PAID AND UNPAID LEAVES OF ABSENCE

44.0 VACATION

44.1 Every permanent, full-time employee shall accrue vacation leave up to the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. Department Heads shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual.

VACATION LEAVE ACCRUALS		
Years of Continuous County Service	**Hours of Vacation Accrued per Pay Period**	**Maximum Accrual for Years of Continuous Service**
Date of Hire through Year 3	3.8 hours	240 maximum hours
Years 4 through 10	4.8 hours	300 maximum hours
Years 11 through 20	6.2 hours	400 maximum hours
21 or more years	8.00 hours	400 maximum hours

(a) An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.

(b) Each employee may, with approval of the Department Head, take vacation privileges as earned.

(c) An employee shall have his/her vacation accrual date adjusted in accordance with the schedule set forth in Article 56.5 (Leave of Absence-Anniversary Date) when he/she is on leave without pay.

(d) Any employee separating from service shall be entitled to payment for accrued and unused vacation at his or her base pay.

(e) No person shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from County service.

45.0 HOLIDAYS

45.1 (a) Holidays Observed

The holidays listed below are observed by the County. In departments that remain open on a holiday, affected employees may be assigned to work during the holiday.

1. January 1 (New Year's Day)
2. The third Monday in January (King's Birthday)
3. February 12 (Lincoln's Birthday)
4. The third Monday in February (Washington's Birthday)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Armistice Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. The day following Thanksgiving Day
11. December 25 (Christmas Day)
12. Every day appointed by the President of the United States or the Governor of the State of California for a public holiday, thanksgiving, or fast when by its terms:

    (i) Such day will not occur on an annual basis and is observed by employees of the State of California pursuant to a collective bargaining agreement between the State of California and SEIU, Local 1000 or its successor organization or when;

    (ii) Such day will recur on an annual basis and has been mutually agreed upon by the County and the Union, and formally approved by the Board of Supervisors.

(b) Holidays Falling on a Saturday or Sunday

Except as to subdivision 45.1(a)(12)(i), if any of the above holidays falls on a Sunday, the holiday will be observed the following Monday, and if any falls on a Saturday, it will be observed the preceding Friday.

45.2 Part-time employees and employees assigned to shift work shall receive the same number of holidays as regular, full-time employees.

45.3 Part-time employees shall receive holiday benefits on a pro-rata basis, proportional to full-time employment.

45.4 To be eligible for holiday compensation, an employee must work, or be in an approved paid status, at least four (4) hours the workday immediately before, and four (4) hours the first workday immediately after that holiday. This does not apply to part-time employees whose regular schedule does not conform with the foregoing, as long as they work or are in an approved paid status according to their schedule immediately before and after such holiday.

45.5 Employees in twenty-four hour operations (i.e. Juvenile Hall, Corrections, Sheriff's Records, Health and Human Services Emergency Response) who are assigned to work nine (9) hour, ten (10) hour or twelve (12) hour shifts on a County-paid holiday shall be compensated at time and a half for all hours actually worked on the holiday up to twelve (12) hours. Holiday premium pay shall be payable in either compensatory time off or cash at the employee's option. In addition to receiving time and one-half, the employee shall earn eight (8) hours of holiday credit calculated at straight time, which may be taken in cash or in compensatory time off.

45.6 Employees shall be entitled to four (4) hours paid leave on the afternoon before Christmas Day or New Year's Day, except that no such paid leave shall be granted when Christmas Day or New Year's Day falls on a Saturday, Sunday, or Monday.

45.7 An employee scheduled to work on a paid holiday, but who, for medical reasons, is unable to do so shall receive holiday credit at straight time.

46.0 PERSONAL LEAVE

46.1 Employees in a paid status the first pay period of the fiscal year shall receive nineteen (19) hours of personal leave each fiscal year which may be used for personal reasons. Personal leave has no cash value and must be used during the fiscal year in which it is received or it is deemed forfeited. Those hired after the fiscal year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the fiscal year.

47.0 SICK LEAVE

47.1 Sick leave with pay, up to the amount of the employee's accrued sick leave, shall be granted to an employee unable to perform the duties of his/her job because of illness, injury, pregnancy, medical appointment, or other closely related preventative health care or other causes as provided in Articles 47.5 (Sick Leave

for the Care of an Ill Spouse, Registered Domestic Partner, Child or Parent), 53.0 (pregnancy disability leave), and 50.0 (critical illness leave). Sick leave is not an unconditional right to be absent from work and shall only be allowed by an employee's supervisor when the conditions described above have been met.

47.2 Each employee shall accrue 3.8 hours of sick leave for each biweekly pay period with unlimited accumulation of sick leave hours.

47.3 Any employee requesting sick leave shall, upon request of the Department Head or his/her designated representative, furnish a certificate signed by the licensed attending physician as proof of illness, indicating the general nature of the illness and the length of time the employee was, or can expect to be, off work.

47.4 A physician's certificate shall not be requested unless (a) the employee's sick leave absence exceeded or will exceed three (3) consecutive working days, or (b) the employee has no accrued sick leave balance, or (c) where the employee's sick leave balance is insufficient to cover the period of actual or anticipated absence, or (d) in the opinion of management, the employee is abusing or has abused sick leave privileges.

47.5 Sick Leave for the Care of an Ill Spouse, Registered Domestic Partner, Child, or Parent

In any calendar year, an employee may use his or her accrued and available sick leave benefits, up to a maximum of forty-eight (48) hours for the care of his or her ill spouse, registered domestic partner, child, or parent. The County may require substantiation of illness or injury by a licensed physician's statement. For purposes of this Article, "spouse" means a partner in marriage as defined in California Family Code Section 3000; "registered domestic partner " means a partner in a domestic partnership as defined in Family Code Section 297; "child" means a biological, foster or adopted child, a stepchild, a legal ward or a child of a person standing in loco parentis; and "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

47.6 Conversion of Vacation to Sick Leave

If an employee on vacation becomes ill, he/she may request a conversion of his/her vacation time to sick leave with pay if the illness is three (3) or more working days in duration and is supported by a statement from an accredited physician, or if the employee is hospitalized for any period due to accident or illness.

48.0 REINSTATEMENT OF BENEFITS

48.1 A permanent employee who voluntarily separates from County employment while in good standing but who is reinstated to the same position on or after January 1, 2001 in the same department within twelve (12) months of such separation, shall return with the same vacation accrual rate and unused sick leave that the employee had upon separation. If the rehired employee had elected to use his or her accrued unused sick leave for either service credit or for payment of health or dental insurance premiums upon the employee's previous retirement, the employee shall not have his or her prior sick leave balance restored. The vacation accrual rate will begin to accrue no later than 60 days after the effective date of this provision. If an employee does not meet the above conditions, the employee shall not be entitled to restoration of any sick leave balance remaining at the time of separation from County service.

49.0 BEREAVEMENT LEAVE

49.1 Employees shall be granted leave with pay of up to forty (40) hours in a fiscal year due to the death of a member of his/her immediate family. Such leave may be taken intermittently through the fiscal year and may be used for more than one occurrence until the maximum amount for the fiscal year has been exhausted. Such leave shall not be charged against accumulated sick leave or vacation.

49.2 For purposes of this Article, "immediate family" shall be limited to spouse, child, mother, father, registered domestic partner, grandparent, grandchild, brother, sister, the corresponding step-relationship, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

50.0 CRITICAL ILLNESS LEAVE

50.1 Employees shall be granted leave with pay of up to forty (40) hours in a fiscal year due to the critical illness of a member of his/her immediate family, where death appears imminent. Such leave shall be chargeable to sick leave.

50.2 For purposes of this Article, "immediate family" shall be limited to spouse, child, mother, father, registered domestic partner, grandparent, grandchild, brother, sister, the corresponding step-relationship, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

51.0 PROFESSIONAL EDUCATION/TRAINING

51.1 The County shall allow eight (8) hours paid leave each fiscal year to professional employees for work-related education or training. Employees on such leave will not be reimbursed for mileage, tuition fees, or other associated expenses. The

Union has the right to consult with the Human Resources Director regarding which classifications are considered professional.

52.0 MILITARY LEAVES OF ABSENCE

52.1 Every employee shall be entitled to a paid leave of absence and other related benefits for military duty, as set forth in Division 2, Part 1, Chapter 7 of the California Military and Veteran's Code, in the federal Uniform Services Employment and Reemployment Rights Act (38 USC sections 4301-4333), and in resolutions and/or ordinances of the Board of Supervisors. Paid leaves of absence under this Article shall not be chargeable to accrued vacation credits.

53.0 PREGNANCY DISABILITY LEAVE

53.1 The County shall grant a leave of absence without pay to any employee who becomes disabled as a result of pregnancy, which disability prevents her form performing the duties of her position. Such employee may, but does not have to, first use any accrued vacation or compensatory time off, before electing to go on leave of absence without pay under this provision. Prior to the employee's beginning pregnancy leave, the employee shall submit a request for vacation, compensatory time off or sick leave to be utilized during said leave, if any. Once the request has been submitted by the employee and a leave schedule (with or without use of requested accrued benefits) has been approved by the Department Head, the schedule shall not be changed without the approval of the Department Head. Such leave schedule shall not permit the alternating of paid leave (vacation, sick leave or compensatory time off) with leave without pay. Such leave of absence without pay shall not exceed on hundred twenty (120) calendar days, whether or not it is combined with sick leave, vacation or compensatory time off.

53.2 The use of Article 53.1 does not preclude an employee from utilizing the Family Care and Medical Leave Act.

53.3 Any employee who grieves Article 53.2 shall only be allowed to pursue such grievance up to and including the Human Resources Director level.

54.0 LEAVE OF ABSENCE FOR JUDICIAL PURPOSES

54.1 An employee shall be entitled to leaves of absence to appear as a non-party witness in court, in a court which has jurisdiction to compel his/her presence for reasons not related to misconduct of such employee.

54.2 Every employee shall be entitled to a leave of absence when regularly called for jury duty in the manner provided by law.

54.3 Such leaves of absence shall be granted with pay, up to the amount of the difference between the regular earnings of said employee, and any amount he/she received for jury or witness fees, except that the employee may retain the travel expenses received from court when serving on a jury outside the County of Napa.

55.0 VOTING TIME

55.1 An employee who is registered to vote in primary and general elections shall be granted adequate time not exceeding two (2) hours, to vote at the start or the end of the work schedule, at a time when the polls are open and in accordance with California state law. This section is limited to those employees whose regular work schedule severely limits access to the polls, and is subject to approval by the department head or designee. Employees shall provide their supervisor with a written request for this leave no later than two workdays before the election.

56.0 OTHER LEAVE OF ABSENCE WITHOUT PAY

56.1 A leave without pay may be granted for any of the following reasons:

(a) Illness or disability
(b) An educational program which will increase the employee's usefulness on his/her return to the position
(c) Child care
(d) For personal reasons deemed acceptable to the approving authority

56.2 Time Limitations on Leaves of Absence Without Pay

(a) An employee may be granted a leave of absence without pay as follows:

- Up to 120 Hours: upon written request approved by his/her Department Head and the Human Resources Director or their designees;

- Between 120 Hours and One Year: upon approval of the Department Head, the Human Resources Director, and the County Executive Officer (or their respective designees);

- Beyond One Year: upon approval by the Board of Supervisors. The procedure for granting extensions beyond one year shall be the same as that in granting the original leave. An extension request must be made at least fourteen (14) days before the expiration of the original leave.

(b) Unauthorized Leaves

Any employee who is absent without proper authorization for twenty-four (24) work hours or more may be automatically terminated from County employment.

56.3 An employee may return from a leave of absence without pay before expiration of the leave provided the employee notifies the Department Head at least two weeks prior to the return. The Human Resources Director and Auditor shall be notified promptly of the return. The Department Head shall give an employee temporarily filling the position at least two (2) weeks notice prior to terminating his/her employment.

56.4 Leaves of Absence Without Pay -Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn sick leave and vacation leave during the week in which the leave of absence occurs according to the following weekly schedule. Such sick leave and vacation accruals shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90
4 – 7.9	80
8 – 11.9	70
12 – 15.9	60
16 – 19.9	50
20 – 23.9	40
24 – 27.9	30
28 – 31.9	20
32 – 35.9	10
36 – 40.0	0

56.5 Leave of Absence Without Pay - Salary Anniversary Date

The granting of any authorized leave of absence without pay shall cause an employee's salary anniversary date to be adjusted by the number of pay periods equal to the nearest number of pay periods for which the leave is granted, according to the chart below:

Number of Hours of Leave w/o Pay	Anniversary Date Extension
0 – 56	No Change
57 – 120	One Pay Period
121 – 200	Two Pay Periods
201 – 280	Three Pay Periods
281 – 360	Four Pay Periods
361 – 440	Five Pay Periods
441 – 520	Six Pay Periods
521 – 600	Seven Pay Periods
601 – 680	Eight Pay Periods
681 – 760	Nine Pay Periods
761 – 840	Ten Pay Periods
841 – 920	Eleven Pay Periods
921 – 1000	Twelve Pay Periods

etc…

56.6 Every employee must expend all of his/her accumulated vacation leave in excess of eighty (80) hours and all of his/her compensatory time prior to commencing an approved leave of absence without pay. Every employee who, having less than eighty (80) hours of accumulated vacation leave, chooses to expend his/her accumulated vacation leave in connection with taking an approved leave of absence without pay, must expend said accrued vacation prior to commencing his/her leave of absence without pay.

56.7 Except for an employee who is off work and receiving State Disability Insurance (SDI) payments or except as otherwise provided by law, no employee shall be permitted to alternate the use of paid leave (vacation, sick leave, compensatory time off, etc.) with leave without pay.

56.8 An employee shall earn holiday credit in accordance with the table in Article 56.4 whenever he/she is on leave without pay during a week when the County observes a holiday.

57.0 TEMPORARY DISABILITY- STATE DISABILITY INSURANCE

57.1 Contributions for State Disability Insurance (SDI) shall be deducted from the salary of each employee. Contributions for SDI shall be made solely by the employee.

57.2 An employee shall apply for SDI benefits as soon as he/she is eligible to receive them, at which time, he/she shall notify his/her Department Head. If an employee eligible to receive SDI benefits chooses not to apply, the employee shall so notify

his/her Department Head in writing, who shall then notify the Auditor-Controller. Otherwise, deductions shall be made from the employee's salary in the amount the employee would receive in SDI benefits.

57.3 An employee who receives SDI benefits shall use accrued sick leave, if any, in conjunction with SDI benefits. When his/her sick leave is exhausted, an employee may use accrued vacation or compensatory time off, in conjunction with SDI benefits in accordance with Article 56.6. The employee must promptly notify his/her Department Head in writing if he/she wishes to use vacation or compensatory time off in conjunction with SDI benefits. The gross salary of an employee using accrued sick leave, vacation, or compensatory time off, shall be reduced by the SDI benefits received.

57.4 The County shall continue to contribute to the health, life, and dental insurance of an employee who is receiving SDI benefits so long as he/she is in a paid status in accordance with Article 43.9. An employee is in a payroll status so long as he/she is using accrued sick leave, vacation, or compensatory time off in conjunction with SDI benefits.

57.5 An employee shall earn sick leave and vacation benefits during any full bi-weekly pay period in which he/she receives SDI benefits (in accordance with Article 56.4). Furthermore, an employee shall receive service credit for seniority and merit grade/step increases during such a period so long as he/she is in a paid status. Service credit for seniority and merit grade/step increases shall be counted on a pro-rata basis for the time the employee was in a paid status per Article 56.5.

57.6 Any employee receiving SDI benefits who is not in a paid status is deemed to be on an approved leave without pay for up to thirty (30) working days. Additional leave without pay may be granted upon approval by the Human Resources Director and the County Executive Officer. Absence from work by an employee who is receiving SDI benefits, but who is in a paid status with the County, shall be deemed an approved leave without pay in the same ratio as the ratio between SDI benefits received by the employee and his/her full gross salary. The County shall contribute to the health, life, and dental insurance in accordance with Article 43.9 for all employees receiving SDI benefits. The eligibility of the employee for seniority, grade/step increases, the completion of probation and other County benefits shall be the same as any other employee on an approved leave without pay.

57.7 No employee shall receive his/her full salary from the County while at the same time receiving SDI benefits.

PART 7. WORKING CONDITIONS

58.0 WORK SCHEDULE

58.1 Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

58.2 Workday

(a) The normal workday shall be eight (8) consecutive hours of work, exclusive of at least a thirty (30) minute lunch period, in a consecutive twenty-four (24) hour period, except as provided in Article 58.6, (Emergencies), and except as provided in Article 58.4 (Work Shifts) for child care. Each eight (8) hour shift may, at the option of the employee, include two (2) fifteen (15) minute rest periods, as provided in Article 59.0 (Rest Periods).

(b) The normal workday for the Sheriff's Technical Services Division and for the following classes assigned to the Crisis Service and the Residential Detox Unit shall be eight (8) consecutive hours of work in a consecutive twenty-four (24) hour period, except as provided in Article 58.6 (Emergencies): Mental Health Worker I/II (depending on assignment), Psychiatric Nurse, Social Worker IV, and Residential Detox Counselor I/II (depending on assignment). The employees in these classes may take a lunch period if and as time permits within their workday. It is the County's intent that employees in these classes be allowed to take a rest period during each four (4) hour period of their workday as workload permits.

(c) Certain employees in the following classes are subject to Article 58.2(a) and others are subject to Article 58.2(b): Mental Health Worker I/II and Residential Detox Counselor I/II.

(d) The normal workday for Correctional Officer I/II, Correctional Corporal, and Juvenile Hall Counselor I/II shall be twelve (12) consecutive hours of work in a consecutive twenty-four (24) hour period except that in a fourteen (14) day consecutive period one workday shall be eight (8) consecutive hours of work. If the County determines the twelve (12) hour day is not in its best interest, the Union shall be notified in writing of a pending change. Unless some other alternate plan is mutually agreed to, the County shall revert to Article 58.2(b) or utilize Article 58.7.

58.3 Workweek

The normal workweek shall be five (5) consecutive workdays and two (2) days of rest in a seven-consecutive-day period except as provided in Article 57.6 (Emergencies). The normal workweek may be modified to accommodate shift changes for certain classifications. An employee, for child care reasons, may be granted split days off providing he/she requests such in writing and has approval from his/her department head/designated representative.

58.4 Work Shifts

(a) Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Article 58.6) employees' work shifts shall not be changed without twenty-four (24) hour prior notice to the employee. An overtime assignment does not constitute a change in work shift.

(b) For child care purposes and on a temporary basis, an employee's starting and ending time for each work day may be modified during the current workweek and the employee may be allowed to make up the time missed for child care reasons. Different starting and ending times and make-up time within a workweek under this provision shall not be considered as overtime except when total actual hours worked exceeds forty (40) hours in an employee's normal workweek.

58.5 Work Schedule

A work schedule is the specifically named days of the week which comprise an employee's normal workweek. Except for emergencies (see Article 58.6) employee's work schedules shall not be changed without twenty-four (24) hour prior notice to the employee.

58.6 Emergencies

Management may make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies, as defined in Section 2.80.020, Napa County Code. Emergency assignments shall not extend beyond the period of the emergency.

58.7 Alternate Work Schedule

Employees in a department may request to meet jointly with their Department Head and Union representative in an attempt to develop an alternate workshift, workweek, and/or work schedule. If it becomes detrimental to department operations, the alternate work schedule may be eliminated as an exercise of management rights.

The alternate workshift, workweek, and/or work schedule must be approved in writing by the County Executive Officer or designee in consultation with the Human Resources Director prior to implementation and shall be governed by subsections (a) through (d) below.

(a) Employees may be allowed to begin and end a workday as much as two (2) hours before, and as much as two (2) hours after, the normal starting and ending times.

(b) Employees working in twenty-four (24) hour facilities or in a facility which operates more than ten (10) hours per day may propose alternate plans other than (a), above.

(c) Overtime for purposes of this Article shall be defined as actual hours worked in excess of the employee's alternate workshift, workweek, or work schedule.

(d) No employee governed by the provisions of this Article shall earn greater or lesser compensation, unless otherwise eligible, than another employee who works a standard workshift, workweek, or work schedule.

58.8 Shift Changes

(a) During periodic shift changes, employees may work more than forty (40) hours in the first week of a biweekly pay period and less than forty (40) hours in the second week of the same biweekly pay period in which the shift change occurs.

(b) Employees who work more than forty (40) hours during the first week of a biweekly pay period due to a shift change shall earn compensatory time off at time and one-half (1½), shall use the compensatory time off during the second week of that pay period, and shall attribute time earned due to a shift change on their time cards. If an employee is unable to use the earned compensatory time off during the same pay period, he/she will be paid for such overtime instead of accruing compensatory time off.

59.0 REST PERIODS

59.1 Every employee shall be granted a rest period of up to fifteen (15) minutes during each four (4) hours or major fraction thereof of a working period, up to a total of thirty (30) minutes per day. The Department Head shall determine when rest periods are taken. When practicable, the rest period shall be granted in the middle of each work period. Rest period time shall not be accumulated. No rights shall accrue for overtime if a rest period is not taken.

60.0 TIMEKEEPING FOR FULL AND PART-TIME EMPLOYEES

60.1 Calculating Time Off
Sick leave, vacation, compensatory time off, paid leave, etc. shall be charged against employee records to the nearest one-tenth (.10) of an hour.

60.2 Fiscal Year
For purposes of this Memorandum of Understanding, the fiscal year shall begin at 12:01 AM on the first Saturday in July and end at 12:00 Midnight on Friday, fifty-two (52) weeks later.

60.3 Time Keeping for Part Time Employees
Except as provided herein, part-time employees shall earn pay, leave, and related benefits accorded to full-time employees in the same ratio as their part-time employment relates to full-time employment. Such pro-rata treatment shall not apply to the establishment of initial eligibility for health, dental, life, or other insurance programs or timing of merit grade/step increases or vacation accrual rate on behalf of part-time employees.

61.0 CLEAN UP TIME

61.1 Employees who require clean up time will be allowed five (5) minutes before lunch and fifteen (15) minutes before the end of each work shift for personal clean-up.

62.0 LAYOFF PROCEDURE

62.1 Authority to Layoff

The County shall have the authority to eliminate budgeted positions and thereby lay off employees for any of the following reasons: lack of work, lack of funds, or in the interest of economy. Interest of economy includes operational concerns such as the apportionment of functions/services in the manner deemed to be the most appropriate and does not necessarily equate to the least expensive apportionment of functions/services.

62.2 Order for Consideration and Union Notification of Layoffs

(a) The County shall determine the number of budgeted positions to be eliminated and the classification in which layoffs are to be made and the number of employees to be affected. Prior to identifying the applicable position(s) within the class to be defunded or deleted, the order of consideration shall be made as follows:

(i) services provided by contract for the designated class in the department;
(ii) temporary agency workers in the designated class in the department;
(iii) County extra-help positions in the designated class in the department;
(iv) provisional County employees in the designated class in the department; and lastly,
(v) County employees in allocated positions having the least seniority within the designated class in the department.

(b) Union Notification

The Department Head shall contact Human Resources about the initiation and implementation of proposed layoffs. As soon thereafter as possible, the County shall meet and confer with the Union on alternatives to layoffs and on the effects of such proposed layoffs. The County's consultation with the Union shall occur prior to any formal communication with the affected employees.

(c) Discussion Regarding Contractors Performing Same Services

In addition, the Union may consult with the Department Head, or designee, in a department where both layoffs are scheduled to occur and services are provided by contract. Such consultation shall involve only those job classifications, by budget unit, in which layoffs are scheduled to occur and in which the same duties are performed under contract. Following consultation, and provided that it involves the breach of no contract, the Department Head or designee may recommend the termination of contracts in lieu of the layoff of employees.

(d) Development of Layoff List

Once a layoff list is developed by the respective department, a list of affected positions shall be sent to the Human Resources Director who shall then provide a copy to the Union.

(e) Employees Governed by the State Merit System Services

Employees in the Health and Human Services Agency and in the Department of Child Support Services who are covered under the Merit System Services, refer to Article 62.15 for the layoff procedures applicable to the State Merit System Services.

62.3 Definitions and Guidelines

(a) "Layoff"

Actual separation from County service, an involuntary reduction in work hours, or a demotion in lieu of layoff for any of the reasons described in Article 62.1, above.

(b) "Class"

Any position or group of positions with the same classification title.

(c) "Series"

A number of classes related to one another in terms of ascending difficulty, authority and/or responsibility within the same occupational field. (The classes that constitute a series shall be determined by the Human Resources Director following consultation with the Union).

(d) "Department"

A department is defined as an administrative unit of County government that is managed under one Department Head and which consists of one or more divisions (a "division" is an administrative grouping within a department with a common purpose and consisting of one or more budget units as established by the Board of Supervisors and listed as such in the Departmental Allocation List). The Human Resources Director shall maintain the Listing of Departments for purposes of this Layoff Procedure.

(e) "Seniority in a Class"

(i) Seniority accrued in a class means continuous-paid service in provisional, limited term, probationary, and permanent status in a class; time worked in another County department in the same class; time worked in another closely related class that was abolished and not replaced; and time worked in a temporary out-of-class assignment.

(ii) An employee's seniority in a class shall continue to accrue unless the employee has an unpaid leave of absence or other unpaid status. The employee's seniority and effective service date shall be adjusted according to the provisions of Article 56.5. Upon such adjustment, the time during leave of absence without pay or unpaid status shall not count towards seniority. However, the employee

shall not lose any previously accrued seniority as a result of an unpaid leave of absence or unpaid status.

(iii) The computation of seniority shall be based upon the total number of pay periods in a paid status commencing from the effective date of service in that classification.

(iv) The computation of seniority for part-time permanent employees in regular allocated positions shall be based on the number of pay periods in a paid status from the effective date of service in that class on a prorated basis proportional to full time employment.

(v) For seniority in a class in flexibly staffed positions, see the definition of "flex staff position" below.

(f) "Seniority in a Series"

(i) Seniority accrued in a series means continuous-paid service in provisional, probationary, limited term, and permanent status in a series; time worked in a temporary out-of-class assignment; time worked in the same department in another closely related class that was abolished and not replaced.

(ii) An employee's seniority in a series shall continue to accrue unless the employee has an unpaid leave of absence or other unpaid status. The employee's seniority and effective date of service shall be adjusted according to the provisions of Article 56.5. Upon such adjustment, the time during the leave of absence without pay or unpaid status shall not count towards seniority. However, the employee shall not lose any previously accrued seniority as a result of an unpaid leave of absence or unpaid status.

(iii) Time worked in another department in the same series shall be used to determine the right of an employee to displace another employee in a lower class in the same series in the current department in which the layoff occurs.

(iv) In comparing the seniority of two or more employees in the same series in the same department, time worked in another department in the same series shall also be used to determine displacement rights.

(v) For seniority in flexibly-staffed positions in a series, refer to the definition of "flex staff position" below.

(g) "Displacement Rights"

The right of an employee with more seniority to cause an employee with less seniority to be demoted to a lower level position, or when no lower level position exists, to be laid off.

(h) "Higher Level Employee"

An employee in a class with a higher salary range maximum than another employee in a class with a lower salary range maximum within the same series.

(i) "Flex Staff Position"

A position which is budgeted and thereby eligible to be filled either at the entry or at the journey level. When all employees in a flexibly staffed class series occupy the highest class in the series, the total length of time each employee worked in the series shall be considered as time worked in the current class for seniority purposes. When all employees in a flexibly staffed class series do not occupy the highest class in the series, entry level and journey level shall be considered separate classes and the length of time worked in each class shall be used for seniority purposes.

(j) "Right of First Refusal"

A former or current employee on the Re-employment List has the first right to employment in a vacant position in the same department from which he/she was laid off or demoted in lieu of layoff, and that others will not be offered employment in such position until such former or current employee has declined appointment as provided in Article 62.14(a).

(k) "Right of First Consideration"

A former employee on the Re-employment List has the first opportunity to be interviewed before other applicants for a vacant position in other departments in the same or lower class from which the former employee was laid off or demoted in lieu of layoff. The right of first consideration does not obligate the hiring department to select the former employee on such re-employment list.

(l) "Limited Term Employee" and "Limited Term Employee With Displacement Rights"- refer to Article 62.15 for definition.

62.4 Employees with Special Qualifications

(a) An employee who has been selectively certified to a position requiring special qualifications shall be considered in a separate classification for purposes of layoff if the position meets one of the following criteria:

(i) requires special qualification by law in order to be eligible to receive funds; or
(ii) by job necessity requires either a male or female employee; or
(iii) necessitates a bilingual speaking employee

(b) Subsection (iii) shall not apply if there is another employee in the department who possesses both the special qualifications required to perform the job and greater seniority than the specially certified employee.

62.5 Layoffs Within the Same Department

(a) A layoff in one department shall not affect employees working in the same class or series or any other series in another County department.

(b) Generally, a layoff in a particular series shall not affect employees working in any other series in the same department. However, if the employee in a position subject to layoff has accrued seniority in a class within another series in the same department, that employee may have displacement rights to that class within the same department.

62.6 Use of Seniority for Layoff Purposes

(a) Where layoffs or demotions are to occur they shall be initiated with employees having the least seniority within a class and shall progress to employees having the most seniority within a class.

(b) Tie in Seniority

When there is more than one employee with the same seniority, the order of layoff shall be determined by comparing the:

(i) effective date of hire in the current classification within the current department; then
(ii) original date of hire within the current department; then
(iii) original date of hire into the County

(c) Seniority Credit for Probationary Status

An employee who has passed probation in a class shall be given seniority credit for any prior continuous extra-help or provisional service which had been approved for application towards the completion of the probationary period pursuant to Article 8.2.

62.7 Displacement Process

(a) Displacement to Lower Classes

(i) An employee whose position is being eliminated may displace an employee in a lower class in the same series in the same department in accordance with his/her standing as listed in Article 62.6.

(ii) In the same manner, the employee thus displaced may likewise displace another employee, and so on. An employee who moves into a lower classification either by demotion or by exercise of displacement rights, shall retain all seniority accrued in the higher class and shall have the same counted towards seniority in a lower class. When no lower level budgeted position exists, the employee with the least seniority is laid off.

(b) Abolished/Replaced Classes

An employee who was promoted or reclassified in the same department and whose former class was abolished and replaced shall have displacement rights to the class that replaced his/her former class. In this instance, an employee who would otherwise be laid off may displace another employee in the existing class if he/she has more seniority in the class.

(c) Reduction in Hours in Lieu of Layoff

(i) The exercise of displacement rights by an employee who is subject to layoff may result in a reduction in hours to another employee's position in a lower class in the same series in the same department in accordance with his/her seniority standing as calculated according to Article 62.6 in lieu of layoff.

(ii) However, both the employee who is subject to layoff and the employee who may experience a reduction in hours as described in (i), above, may agree to have both of their positions reduced in hours. In order for such agreement to be implemented, it must be

agreed to by the affected employees and the Union and recommended by both the Department Head and the County Executive Officer. It must further be approved by the Board of Supervisors before the reduction in hours may be implemented.

62.8 Notice Requirements

(a) Notice to Employee

The Department Head shall provide an employee to be laid off at least ten (10) working days advance written notice of the effective date of such layoff. The notice may be either personally delivered to the employee or sent by certified mail to the employee's last known address as indicated in his/her personnel file or the County's payroll information system. The notice shall be deemed received on the date it is personally delivered to the employee or on the date it is mailed to his or her last known address.

(b) Time for Employee Response

To be considered for demotion in lieu of layoff, an employee must so notify his/her Department Head in writing of his/her decision within six (6) working days after receiving the notice of layoff.

62.9 Re-Employment Lists for Rehire and Rights of First Refusal

(a) Accrued Seniority Upon Rehire

The names of employees laid off or demoted, in the order of greatest to least seniority, by class, shall constitute a Re-employment List for the class. Each person's name shall remain on the Re-employment List for two (2) years from the effective date of his or her layoff. An employee who is rehired within the two (2) year period shall retain his/her seniority, shall have any unused sick leave balance restored, and shall retain his/her years of service for vacation accrual as it existed on the date of layoff.

(b) Right of First Refusal in the Same Department

Persons on a Re-employment List shall have the right of first refusal for appointment to fill a vacancy in the same class and in the same department from which the person was laid off. If more than one (1) person on the re-employment list is eligible for a particular vacancy, the person with the right of first refusal shall be the most senior as determined by comparing the following:

(i) effective date of hire in the former classification within the former department; then
(ii) original date of hire within the former department; then
(iii) original date of hire into the County

(c) Right of First Refusal in Another Department

An employee who has been laid off has the right of first refusal to fill a vacancy in another department only under the following conditions: (i) the employee makes a written request; and (ii) the vacancy is in a class in which the employee previously had permanent status; and (iii) the layoff occurred within two (2) years of the vacancy.

(d) Right of First Refusal for Extra-Help Positions

An employee on a re-employment list shall have the right of first refusal for appointment to fill an extra help vacancy in the same class and department from which the employee was laid off.

62.10 Right of First Consideration in Another Department

A person on a Re-employment List will have the right of first consideration for employment in vacancies occurring in other departments in the same or lower class from which the employee was laid off. An employee rehired under this provision shall serve a new probationary period. Such re-employment shall establish a new salary anniversary date, but such employee shall retain his/her seniority and years of service for vacation accrual as the same existed on the date of layoff, and shall have any unused sick leave balance restored.

62.11 Demotion in Lieu of Layoff

An employee demoted in lieu of layoff who accepts reappointment in the same class and department from which the employee was demoted shall (1) retain his/her seniority in the class from which he/she was demoted as of the date of reappointment, and (2) retain the same salary anniversary date. The employee's salary shall be adjusted per Article 21.2.

62.12 Minimum Qualification Requirements for Re-Employment

In order to be returned to employment, an employee or former employee must meet all the current minimum qualifications for the class.

62.13 Employment Status Upon Rehire

(a) Rehire Within the Same Department

(i) An employee who exercises his/her right of first refusal and accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion.

(ii) A person who accepts such reappointment after one (1) year but within two (2) years of the date of layoff or demotion, may at the Department Head's discretion, serve a six (6) month probationary period.

(iii) The person's salary shall be at the same salary grade/step held as of the date of layoff or demotion.

(iv) Such re-employment shall establish a new salary anniversary date for an employee who actually separated from County service under this Article.

(b) Rehire in Another Department

(i) A person who accepts re-employment in another department from which he/she was laid off pursuant to Article 62.9(c) may, at the Department Head's discretion, be required to serve a six (6) month probationary period. Such re-employment shall establish a new salary anniversary date.

(ii) Only time served in the class previously held shall be counted towards seniority; provided, however, that if the employee held a position in a higher level class in the same series, then Article 62.7(a) shall apply.

(c) Rehire Into a Lower Class

A person on the appropriate Re-employment List as determined herein who has requested in writing an appointment to a lower class in the same series in the same department from which he/she was laid off, shall be offered employment in order of seniority in the series. This provision shall take precedence over 62.9(a). A person who accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion. A person who accepts such reappointment after one (1)

year of the date of layoff or demotion, but within two (2) years of the date of layoff or demotion may, at the Department Head's discretion, serve a six (6) month probationary period. The person's salary shall be at the same salary grade/step held as of the date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.

62.14 Termination of Re-Employment Lists

(a) The names of persons shall be deemed removed from Re-employment Lists and their entitlement to appointment from such lists terminated, as follows:

(i) After two (2) years following the effective date of layoff of such person;

(ii) Upon appointment to a regular allocated position within County service in a class which is the same as the one for which the list exists, or which, at the time of appointment, is equal to or higher in salary (grade/step 5) than the class for which the Re-employment List exists;

(iii) Upon declining an offer of reappointment (except in instances where the person states in writing that he/she is temporarily medically incapacitated and provides adequate medical documentation of the incapacity); and

(iv) In the event a person states in writing that he/she does not desire reappointment, or fails to file a written statement expressing his/her desire for reappointment within five (5) calendar days following personal delivery or the date of certified mailing to his/her last known address. A person may, upon written request, be granted a temporary waiver of reappointment for a period of up to thirty (30) calendar days. A temporary waiver may only be denied for good cause.

(b) Employees shall not be deemed removed from a Re-employment List as a consequence of being appointed to any extra-help or limited-term position in any class, or for acceptance of employment in a lower level class (lower grade/step 5 salary than the class for which the re-employment list exists).

62.15 Limited Term Employees

(a) A limited term employee has no displacement rights where the County eliminates his/her position due to layoff except as otherwise provided in Article 62.15.

(b) Definitions

(i) Limited Term Employee: An employee designated by the County to serve in a position of a fixed duration for any of the following reasons: the position is tied to a funding source(s) of a specified duration or, is for a special project, or is required to meet other needs of the County (including, but not limited to: temporary coverage for an employee on extended leave or for work overflow) and the position is anticipated to be of a limited duration. "Limited term employee" as referred to in this Article 62.0 excludes limited term employees who are covered under the State of California's Merit System Services (e.g. merit limited term employee).

(ii) Limited Term Employee with Displacement Rights ("LTD")

(a) An employee who is initially hired to serve in a limited term position and who serves three or more years in such a position; or

(b) An employee who at the discretion of the County is initially hired as and designated a limited term employee with displacement rights; or

(c) Grandfathered Employees: Any employee who was hired as and designated as a limited term employee on or before July 1, 2005; or

(d) A probationary or permanent employee in a regular position who is subsequently appointed to serve in a limited term position.

(c) A LTD employee is afforded the displacement rights and subject to the layoff procedures as set forth in this Article 62.0 (e.g. displacement rights are exercised only within the same department as set forth in Article 62.5.).

(d) Limited Term Employee who is subsequently appointed to a regular position: A limited term employee who is subsequently appointed to a regular position (probationary or permanent) shall retain his/her vacation accrual rate and any time served in the limited term position shall be applied in calculating seniority for purposes of layoff pursuant to Article 62.0.

(e) Regular employee who is subsequently appointed to a limited term position: A regular (probationary or permanent) employee who is subsequently appointed to a limited term position shall retain his/her vacation accrual rate and seniority earned. Time served in the limited term position shall be applied in calculating seniority for purposes of layoff pursuant to Article 62.0.

62.16 Layoff Procedures for State Merit System Services Governed Employees

(a) Definition

(i) Merit System Services (MSS) employees are defined as those Napa County employees covered under the State of California's Merit System Services (MSS); generally those employees working either within the Child Support Services department (Attorneys I/II/III excluded) or the Social Services division of the Health and Human Services Agency.

(ii) MSS governed employees working for the County of Napa shall be subject to layoff procedures and regulations as set forth in Title 2, Division 5 of the California Code of Regulations (also referred to as the Local Agency Personnel Standards (LAPS)), commencing at Section 17502 et. seq.

(b) In order to initiate the layoff process under LAPS, the Department Head of a department shall provide MSS the following information in writing within ninety (90) days before the proposed effective date:

(i) reason for the reduction in force,
(ii) classifications affected,
(iii) number of positions to be eliminated or reduced, and
(iv) the effective date of said layoff

(c) County of Napa employees who are voluntarily or involuntarily appointed into MSS governed positions shall retain accrued County seniority but shall cease to continue to accrue seniority under the County's seniority system. Accrued County seniority shall not be counted toward total Merit seniority accrual.

(d) Napa County MSS governed employees in receipt of a layoff notification may exercise displacement rights back to a previously held County classification or series in the same department or Agency if all of the following conditions are met:

(i) the MSS employee previously worked in either Napa County's Health and Human Services Agency or the Child Support Services department, and

(ii) service between County employment and acceptance of the MSS governed position was continuous, and

(iii) the MSS employee holds more seniority in the previously held County governed classification or series than a current County employee in said classification or series within the same department or Agency from which the MSS employee was previously employed. Seniority accrued under the MSS governed position shall not be considered when comparing seniority.

(e) In the event of a tie, the employee in the MSS governed position shall be the individual to be laid off. Applicable re-employment rights are outlined in the Local Agency Personnel Standards (LAPS) and shall not apply to County governed positions.

(f) MSS Employees Moving to County Non-Merit Positions

(i) A MSS employee who exercises his/her displacement rights under Article 62.16 and accepts a non-Merit position within the County of Napa will cease to accrue seniority as a Merit employee; however, such MSS employee shall continue to be afforded applicable re-employment rights back to a Merit position as outlined in LAPS.

(ii) A MSS employee, who voluntarily separates from the Merit System to accept a non-Merit position within the County of Napa, will cease to accrue seniority under the Merit System and, in the event of layoff from the non-Merit position, will not be afforded re-employment rights back to any previously held Merit position.

63.0 INTERRUPTION OF WORK

63.1 During the term of this Memorandum of Understanding, neither the Union, its officers, employees, agents, or members will, directly or indirectly, initiate, engage in, encourage, sanction, support, instigate, or suggest any strike, slow down, mass resignation, mass absenteeism, sick-ins, picketing, or similar concerted activity which would suspend, interfere with, or interrupt the normal work and operations of the County and its departments. In the event that any Union member participates in such activity, the Union shall immediately notify the member or members so engaged to cease and desist from such activities, and shall further direct such member to promptly return to his or her normal duties.

63.2 The County shall have the right to deny all usage of sick leave by any employee if the County Executive Officer has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

64.0 MANAGEMENT RIGHTS

64.1 Subject to the limitations set forth in this agreement, the County's right to direct the work force shall be unimpaired. These rights shall include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, commissions, boards, building facilities and operations; to create, change, combine or abolish jobs, departments' services and facilities in whole or in part; to relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by County to be legitimate; to direct the work force; to set standards of service; to maintain the efficiency of County operations; to increase or decrease the work force and determine the number of employees needed; to hire, train, transfer, and promote employees; to take disciplinary actions; to determine the procedures an standards of selection for employment and promotion; to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation, thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to take all necessary actions to carry out its mission in emergencies; and to make reasonable rules and regulations pertaining to employees consistent with this agreement.

64.2 The exercise of such rights by the County shall not preclude the Union from communicating with the County about the consequences that the decisions concerning these matters may have on wages, hours, and other terms and conditions of employment.

64.3 Exercise of management rights under this Article is neither grievable nor arbitrable.

65.0 MERIT SYSTEM- LOCAL AGENCY PERSONNEL STANDARDS

65.1 In the event any provision herein, as applied to any employee subject to Section 19800 of the California Government Code, is determined by the State Personnel Board to be in conflict with Local Agency Personnel Standards, such Local Agency Personnel Standards shall supersede and control over the provisions of this Memorandum of Understanding.

PART 8. MISCELLANEOUS

66.0 SEVERABILITY

66.1 This Memorandum of Understanding is subject to all current and future applicable federal and state laws and regulations, and all current lawful rules, policies, and regulations of the County of Napa, except as expressly modified by this Memorandum. If any provision of this Memorandum of Understanding is determined to be in conflict or inconsistent with any laws, rules, and/or regulations or is otherwise held to be invalid or unenforceable, such provision may be suspended or superseded, and the remainder of this Memorandum of Understanding shall continue in full force and effect. If any provision is invalidated, the parties shall enter into negotiations for a mutually satisfactory replacement provision.

67.0 OBLIGATION TO SUPPORT

67.1 The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Union nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors or advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

68.0 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

68.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

68.2 Each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Memorandum of Understanding.

68.3 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

68.4 The failure to enforce any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of the terms and conditions.

69.0 AUTHORIZED AGENTS

69.1 For the purpose of administering the terms and provisions of this Memorandum of Understanding:

(a) Management's principal authorized agent shall be the Human Resources Director, or his duly authorized representative (Address: 1195 Third Street, Room 110, Napa, CA 94559; Telephone: (707) 253-4303), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

(b) The Union's principal authorized agent shall be the Executive Director, SEIU Local 614, SEIU, AFL/CIO, CLC. The address is 1810 Jefferson Street, Napa, CA 94559. The telephone number is (707) 255-1718. The Executive Director may designate a duly authorized representative.

DATED:_____

FOR THE COUNTY OF NAPA	FOR THE NAPA ASSOCIATION OF PUBLIC EMPLOYEES, SEIU, LOCAL 614
Dennis Morris, Chief Negotiator Human Resources Director	David Baker, Chief Negotiator SEIU, Local 614
Charla Freckmann, Co-Chief Negotiator Assistant Human Resources Director	Mark Henderson, Co-Chief Negotiator NAPE
Lynn Perez, Staff Services Manager Probation	Barbara Colt, Eligibility Worker Health & Human Services
Charles Castellar, Behavioral Health Care Manager Health & Human Services	Larry Silverman, Roads Public Works
Silva Darbinian, Deputy County Counsel's Office	Jeffrey Hammond, Deputy Child Support Services
	Darryl Scott, Senior Mental Health Worker Health & Human Services
	Robert Nelson, Supervising Planner Conservation, Development & Planning

APPENDIX A
ENHANCED RETIREMENT- 2.5% at 55

Background
The County's contract with the California Public Employees' Retirement System ("CalPERS") currently provides for a "2 percent at age 55" retirement benefit formula ("2% at 55"). The County's employer contribution rate for 2% at 55 for the fiscal year 2004/05 is 6.937%. Under the MOU between the parties for the period July 14, 2001 through July 2, 2004, County agreed to pay 100% of the employee's share of the CalPERS contribution (7%). The total cost to the County for 2% at 55 for the fiscal year 2004/05 is therefore 13.937%.

Implementation of 2.5% at 55
Within 48 hours of ratification by the Union by August 24, 2004, the County will request CalPERS to amend its contract to provide for a "2.5% at 55" retirement benefit formula pursuant to Government Code Section 21354.4 effective December 18, 2004.

This benefit is provided based on the following cost sharing formula.

Initial Contribution Sharing (August 14, 2004 through June 30, 2005):
Based on information provided by CalPERS, the total (employer and employee) contribution rate for 2.5% at 55 is 18.503% (comprised of 10.503% employer and 8% employee contributions). The County will pay 15.703% (13.903% plus 1.8%) and the bargaining group will pay 2.8% (1% plus 1.8%). Upon Board adoption of a resolution effective with the pay period beginning August 14, 2004, the bargaining group will begin to pay its share (2.8%) with the County reporting this payment on a pre-tax basis as an employee contribution.

Subsequent Years (Fiscal years 2005/06 and 2006/07):
Each year, CalPERS provides the County an actuarial valuation report. For example, the June 30, 2003 report is anticipated to be received in October 2004 and provides the employer contribution rate for the 2005/06 fiscal year. Based on the results of each valuation report which determines contribution rates for future fiscal years, the County and bargaining groups will share contributions as follows: The County will pay 13.903% of the contribution rate, and the bargaining group will pay the additional 1% increase in the employee CalPERS contribution. Any increases and decreases in the contribution rates from year to year ("year" is defined as a fiscal year commencing July 1 and ending June 30 of each year) will be shared equally by the parties. The employees' share in the contribution rate will be in the form of a reduction in the County's pick up of the employee's eight percent (8%) of the CalPERS contribution. Notwithstanding the foregoing, the employee share of the contribution rates will not drop below one percent (1%).

Pursuant to state and federal law, the County will designate the amount that the employee is required to pay for CalPERS retirement benefits as being partially "picked-up" by the County and treated as employer contributions for tax purposes only. Employees will receive a form of deferred taxation with taxes paid at the time the benefit is received rather than at the time the contribution is made. Under current law, exercising the employer pick-up option results in no

additional cost to the County. The parties agree that in the event the law changes and costs are imposed on the County for exercising this option, CalPERS contributions shall revert to being made on a post-tax basis.

The parties do not anticipate the employee's share of the contribution rate to increase beyond 8% during the term of this MOU. In the unlikely event that the employee share of the contribution rate is beyond 8%, the County will report these payments on a pre-tax basis as an employee contribution to the extent authorized by law and allowed by CalPERS. In the event CalPERS does not allow the County to report the bargaining group's share of the contribution rate on a pre-tax basis, the bargaining group shall have the option of requesting that, in lieu of the across-the-board wage/salary adjustments set forth in Article 20.1, the County will pay the full cost of the across-the-board wage/salary adjustments set forth in Article 20.1 towards the contribution rate. This option is provided for the benefit of the bargaining group for tax purposes. In the event the bargaining group exercises this option, any equity adjustments made pursuant to Article 20.3 will take into account the in-lieu across-the-board wage/salary adjustments that have been applied towards payment of the contribution rate.

APPENDIX B

TABLE AND INDEX OF CLASSES

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY	MONTHLY SALARY
00101	ACCOUNT CLERK I	Nonexempt	1,251.20 - 1,478.40	2,711.00 - 3,203.00
00201	ACCOUNT CLERK II	Nonexempt	1,361.60 - 1,612.00	2,950.00 - 3,493.00
00203	ACCOUNT CLERK II	Nonexempt	1,361.60 - 1,612.00	2,950.00 - 3,493.00
00401	ACCOUNTANT-AUDITOR I	Nonexempt	1,895.20 - 2,267.20	4,106.00 - 4,912.00
00501	ACCOUNTANT-AUDITOR II	No FLSA	2,063.20 - 2,472.00	4,470.00 - 5,356.00
00601	ACCOUNTANT-AUDITOR III	No FLSA	2,255.20 - 2,704.80	4,886.00 - 5,860.00
70001	ACCOUNTING SPECIALIST	Nonexempt	1,758.40 - 2,100.80	3,810.00 - 4,552.00
00801	ACCOUNTING TECHNICIAN	Nonexempt	1,758.40 - 2,100.80	3,810.00 - 4,552.00
00803	ACCOUNTING TECHNICIAN	Nonexempt	1,758.40 - 2,100.80	3,810.00 - 4,552.00
61901	ADMIN ASSISTANT H & HS	Nonexempt	1,592.80 - 1,895.20	3,451.00 - 4,106.00
01201	ADMINISTRATIVE INTERN	Nonexempt	1,640.00 - 1,640.00	3,553.00 - 3,553.00
09701	ADMINISTRATIVE SECRETARY I	Nonexempt	1,452.80 - 1,727.20	3,148.00 - 3,742.00
09703	ADMINISTRATIVE SECRETARY I	Nonexempt	1,452.80 - 1,727.20	3,148.00 - 3,742.00
67501	AGRICUL & STANDARD SERV WKR I	Nonexempt	1,382.40 - 1,643.20	2,995.00 - 3,560.00
35301	AGRICUL & STANDARD SERV WKR II	Nonexempt	1,492.80 - 1,776.00	3,234.00 - 3,848.00
01501	AGRICULTURAL BIOLOGIST I	Nonexempt	1,633.60 - 1,945.60	3,540.00 - 4,216.00
01601	AGRICULTURAL BIOLOGIST II	No FLSA	1,808.80 - 2,160.80	3,919.00 - 4,682.00
01701	AGRICULTURAL BIOLOGIST III	No FLSA	1,988.00 - 2,384.00	4,307.00 - 5,165.00
67601	AGRICULTURAL BIOLOGIST IV	No FLSA	2,150.40 - 2,575.20	4,659.00 - 5,580.00
01401	AGRICULTURAL EXTENSION ASSIST	Nonexempt	1,432.00 - 1,704.80	3,103.00 - 3,694.00
62701	AIRPORT ADMINISTRATIVE ASST	Nonexempt	1,758.40 - 2,100.80	3,810.00 - 4,552.00
01801	AIRPORT OPERATIONS WORKER	Nonexempt	1,579.20 - 1,883.20	3,422.00 - 4,080.00
51901	ALCOHOL & DRUG COUNSELOR I	Nonexempt	1,623.20 - 1,932.00	3,517.00 - 4,186.00
52001	ALCOHOL & DRUG COUNSELOR II	No FLSA	1,765.60 - 2,113.60	3,826.00 - 4,580.00
52008	ALCOHOL & DRUG COUNSELOR II	No FLSA	1,765.60 - 2,113.60	3,826.00 - 4,580.00
52101	ALCOHOL & DRUG COUNSELOR III	No FLSA	1,932.00 - 2,306.40	4,186.00 - 4,997.00
52108	ALCOHOL & DRUG COUNSELOR III	No FLSA	1,932.00 - 2,306.40	4,186.00 - 4,997.00
02301	ANIMAL ATTENDANT	Nonexempt	1,326.40 - 1,571.20	2,874.00 - 3,404.00
02401	ANIMAL ATTENDANT TRAINEE	Nonexempt	1,032.80 - 1,032.80	2,238.00 - 2,238.00
02501	ANIMAL SERVICES OFFICER	Nonexempt	1,508.80 - 1,800.80	3,269.00 - 3,902.00
49901	APPRAISER AIDE	Nonexempt	1,465.60 - 1,742.40	3,176.00 - 3,775.00
02601	APPRAISER I	Nonexempt	1,808.80 - 2,160.80	3,919.00 - 4,682.00
02701	APPRAISER II	No FLSA	1,975.20 - 2,361.60	4,280.00 - 5,117.00
02801	APPRAISER III	No FLSA	2,150.40 - 2,575.20	4,659.00 - 5,580.00
68401	ASSESSMENT-RECORDS ASST I	Nonexempt	1,251.20 - 1,478.40	2,711.00 - 3,203.00
68501	ASSESSMENT-RECORDS ASST II	Nonexempt	1,354.40 - 1,603.20	2,935.00 - 3,474.00
50401	ASSISTANT DDP COUNSELOR	No FLSA	1,532.80 - 1,822.40	3,321.00 - 3,949.00
50408	ASSISTANT DDP COUNSELOR	No FLSA	1,532.80 - 1,822.40	3,321.00 - 3,949.00
03301	ASSISTANT ENGINEER	No FLSA	2,420.80 - 2,913.60	5,245.00 - 6,313.00
04601	ASSOCIATE CIVIL ENGINEER	No FLSA	2,594.40 - 3,117.60	5,621.00 - 6,755.00
04901	ATTORNEY I	No FLSA	2,328.00 - 2,794.40	5,044.00 - 6,055.00
05001	ATTORNEY II	No FLSA	2,829.60 - 3,403.20	6,131.00 - 7,374.00
05101	ATTORNEY III	No FLSA	3,385.60 - 4,076.80	7,336.00 - 8,833.00
48401	ATTORNEY IV	No FLSA	3,864.80 - 4,658.40	8,374.00 - 10,093.00
05201	AUDITOR-APPRAISER I	Nonexempt	1,883.20 - 2,246.40	4,080.00 - 4,867.00
05301	AUDITOR-APPRAISER II	No FLSA	2,063.20 - 2,472.00	4,470.00 - 5,356.00
05401	AUDITOR-APPRAISER III	No FLSA	2,246.40 - 2,694.40	4,867.00 - 5,838.00
05601	BUILDING INSPECTOR I	Nonexempt	1,965.60 - 2,352.00	4,259.00 - 5,096.00
05701	BUILDING INSPECTOR II	Nonexempt	2,216.00 - 2,655.20	4,801.00 - 5,753.00
05801	BUILDING INSPECTOR III	Nonexempt	2,371.20 - 2,845.60	5,138.00 - 6,166.00

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY	MONTHLY SALARY
05901	BUILDING MAINTENANCE LEADWKR	Nonexempt	1,847.20 - 2,208.80	4,002.00 - 4,786.00
06001	BUILDING MAINTENANCE WORKER	Nonexempt	1,727.20 - 2,063.20	3,742.00 - 4,470.00
66401	BUYER I	Nonexempt	1,516.00 - 1,808.80	3,285.00 - 3,919.00
63701	BUYER II	Nonexempt	1,643.20 - 1,958.40	3,560.00 - 4,243.00
68101	CHILD PROTECTIVE SRVCS WKR I	No FLSA	2,077.60 - 2,480.80	4,502.00 - 5,375.00
68108	CHILD PROTECTIVE SRVCS WKR I	No FLSA	2,077.60 - 2,480.80	4,502.00 - 5,375.00
68208	CHILD PROTECTIVE SRVCS WKR II	No FLSA	2,237.60 - 2,683.20	4,848.00 - 5,814.00
68201	CHILD PROTECTIVE SVCS WKR II	No FLSA	2,237.60 - 2,683.20	4,848.00 - 5,814.00
59401	CHILD RECOVERY ASSISTANT	Nonexempt	1,668.80 - 1,988.00	3,616.00 - 4,307.00
60301	CHILD SUPPORT SPECIALIST I	Nonexempt	1,459.20 - 1,736.00	3,162.00 - 3,761.00
39401	CHILD SUPPORT SPECIALIST II	Nonexempt	1,663.20 - 1,984.00	3,604.00 - 4,299.00
07301	CLERICAL TRAINEE	Nonexempt	925.60 - 1,087.20	2,006.00 - 2,356.00
62601	CLINICAL ASST/PHLEBOTOMIST	Nonexempt	1,404.00 - 1,668.80	3,042.00 - 3,616.00
44201	COLLECTION AGENT	Nonexempt	1,749.60 - 2,091.20	3,791.00 - 4,531.00
71001	COMMUNICABLE DISEASE INVESTIG	Nonexempt	1,765.60 - 2,113.60	3,826.00 - 4,580.00
07801	COMMUNICATIONS TECHNICIAN	Nonexempt	2,048.00 - 2,449.60	4,437.00 - 5,308.00
07901	COMMUNITY AIDE	Nonexempt	1,297.60 - 1,537.60	2,812.00 - 3,332.00
64101	COMMUNITY HEALTH ASSISTANT	Nonexempt	1,404.00 - 1,668.80	3,042.00 - 3,616.00
67301	COMMUNITY RESOURCES COORD	No FLSA	1,895.20 - 2,267.20	4,106.00 - 4,912.00
39001	COMPUTER OPERATIONS TECHNICIAN	Nonexempt	1,585.60 - 1,889.60	3,436.00 - 4,094.00
08301	COMPUTER OPERATOR I	Nonexempt	1,222.40 - 1,448.00	2,649.00 - 3,137.00
08401	COMPUTER OPERATOR II	Nonexempt	1,388.80 - 1,649.60	3,009.00 - 3,574.00
55501	COMPUTER SYSTEMS COORDINATOR	No FLSA	2,225.60 - 2,665.60	4,822.00 - 5,776.00
08801	COOK I	Nonexempt	1,163.20 - 1,375.20	2,520.00 - 2,980.00
08901	COOK II	Nonexempt	1,272.80 - 1,502.40	2,758.00 - 3,255.00
56801	COOK III	Nonexempt	1,361.60 - 1,612.00	2,950.00 - 3,493.00
70901	CORONER FORENSIC TECHNICIAN	Nonexempt	1,516.00 - 1,808.80	3,285.00 - 3,919.00
48101	CORR RESOURCE & PROGRAM SPEC	Nonexempt	1,984.00 - 2,371.20	4,299.00 - 5,138.00
70201	CORRECTIONAL ADMIN ASSISTANT	Nonexempt	1,412.80 - 1,680.80	3,061.00 - 3,642.00
09301	CORRECTIONAL CORPORAL	Nonexempt	2,048.00 - 2,449.60	4,437.00 - 5,308.00
09001	CORRECTIONAL NURSE	No FLSA	2,011.20 - 2,402.40	4,358.00 - 5,205.00
09101	CORRECTIONAL OFFICER I	Nonexempt	1,742.40 - 2,084.00	3,775.00 - 4,515.00
09201	CORRECTIONAL OFFICER II	Nonexempt	1,905.60 - 2,280.80	4,129.00 - 4,942.00
61701	CORRECTIONAL TECHNICIAN	Nonexempt	1,257.60 - 1,492.80	2,725.00 - 3,234.00
09601	CUSTODIAN	Nonexempt	1,195.20 - 1,412.80	2,590.00 - 3,061.00
69801	DA ELDER ABUSE PROSECUTOR	No FLSA	3,864.80 - 4,658.40	8,374.00 - 10,093.00
26801	DATA CONTROL CLERK	Nonexempt	1,201.60 - 1,422.40	2,604.00 - 3,082.00
18901	DATA CONTROL TECHNICIAN	Nonexempt	1,502.40 - 1,786.40	3,255.00 - 3,871.00
50301	DDP COUNSELOR I	No FLSA	1,680.80 - 2,003.20	3,642.00 - 4,340.00
50308	DDP COUNSELOR I	No FLSA	1,680.80 - 2,003.20	3,642.00 - 4,340.00
45601	DDP COUNSELOR II	No FLSA	1,932.00 - 2,306.40	4,186.00 - 4,997.00
45608	DDP COUNSELOR II	No FLSA	1,932.00 - 2,306.40	4,186.00 - 4,997.00
70003	DEPUTY CLK OF THE BOARD OF SUP	Nonexempt	1,714.40 - 2,048.00	3,715.00 - 4,437.00
10601	DEPUTY SEALER OF WTS/MEASURES	No FLSA	1,988.00 - 2,384.00	4,307.00 - 5,165.00
48701	DEPUTY VETERANS SERV OFFICER	No FLSA	1,905.60 - 2,280.80	4,129.00 - 4,942.00
67701	ELECTION SERVICES ASSISTANT	Nonexempt	1,579.20 - 1,883.20	3,422.00 - 4,080.00
12201	ELIGIBILITY WORKER I	Nonexempt	1,284.80 - 1,524.80	2,784.00 - 3,304.00
12301	ELIGIBILITY WORKER II	Nonexempt	1,459.20 - 1,736.00	3,162.00 - 3,761.00
12401	ELIGIBILITY WORKER III	Nonexempt	1,579.20 - 1,883.20	3,422.00 - 4,080.00
42401	EMERGENCY MED SERVICES COORD	No FLSA	2,416.80 - 2,894.40	5,236.00 - 6,271.00

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY	MONTHLY SALARY
65301	EMERGENCY MED SVCS SPECIALIST	No FLSA	2,290.40 - 2,744.00	4,963.00 - 5,945.00
43601	EMPLOYMENT PROGRAM SPEC I	Nonexempt	1,585.60 - 1,889.60	3,436.00 - 4,094.00
43501	EMPLOYMENT PROGRAM SPEC II	No FLSA	1,780.80 - 2,130.40	3,858.00 - 4,616.00
43401	EMPLOYMENT PROGRAM SPEC III	No FLSA	2,011.20 - 2,402.40	4,358.00 - 5,205.00
12601	ENGINEERING AIDE	Nonexempt	1,696.80 - 2,026.40	3,676.00 - 4,391.00
07101	ENGINEERING ASSISTANT I	Nonexempt	2,063.20 - 2,472.00	4,470.00 - 5,356.00
07201	ENGINEERING ASSISTANT II	Nonexempt	2,299.20 - 2,757.60	4,982.00 - 5,975.00
64001	ENVIRON RESOURCE SPECIALIST	Nonexempt	2,208.80 - 2,646.40	4,786.00 - 5,734.00
21201	ENVIRONMENTAL HEALTH AIDE	Nonexempt	1,248.80 - 1,473.60	2,706.00 - 3,193.00
20901	ENVIRONMENTAL HEALTH SPEC I	Nonexempt	1,847.20 - 2,208.80	4,002.00 - 4,786.00
45101	ENVIRONMENTAL HEALTH SPEC I	No FLSA	1,847.20 - 2,208.80	4,002.00 - 4,786.00
21001	ENVIRONMENTAL HEALTH SPEC II	No FLSA	2,180.00 - 2,612.00	4,723.00 - 5,659.00
59001	ENVIRONMENTAL HEALTH TECH	Nonexempt	1,412.80 - 1,680.80	3,061.00 - 3,642.00
71101	EPIDEMIOLOGIST	No FLSA	2,361.60 - 2,829.60	5,117.00 - 6,131.00
12801	EQUIPMENT MECHANIC I	Nonexempt	1,603.20 - 1,917.60	3,474.00 - 4,155.00
12901	EQUIPMENT MECHANIC II	Nonexempt	2,334.40 - 2,334.40	5,058.00 - 5,058.00
13001	EQUIPMENT SERVICE WORKER	Nonexempt	1,554.40 - 1,858.40	3,368.00 - 4,027.00
66501	EVIDENCE SPECIALIST	No FLSA	2,420.80 - 2,913.60	5,245.00 - 6,313.00
44701	EVIDENCE TECHNICIAN	Nonexempt	1,668.80 - 1,988.00	3,616.00 - 4,307.00
55101	FOOD SERVICES COORDINATOR	Nonexempt	1,459.20 - 1,736.00	3,162.00 - 3,761.00
55201	FORENSIC MENTAL HEALTH COUNSEL	No FLSA	2,113.60 - 2,528.80	4,580.00 - 5,479.00
55208	FORENSIC MENTAL HEALTH COUNSEL	No FLSA	2,113.60 - 2,528.80	4,580.00 - 5,479.00
71501	GEOGRAPHIC SYSTEMS INFO TECH	Nonexempt	1,633.60 - 1,945.60	3,540.00 - 4,216.00
66801	GEOLOGIST/ENVIRON ENGINEER	No FLSA	2,857.60 - 3,434.40	6,192.00 - 7,441.00
67801	GRAPHICS SPECIALIST	Nonexempt	1,932.00 - 2,306.40	4,186.00 - 4,997.00
18101	GRAPHICS TECHNICIAN	Nonexempt	1,448.00 - 1,723.20	3,137.00 - 3,734.00
49101	HAZARDOUS MATERIALS SPECIALIST	No FLSA	2,039.20 - 2,437.60	4,418.00 - 5,282.00
67101	HEALTH & HUMAN SERVICES AIDE	Nonexempt	1,459.20 - 1,736.00	3,162.00 - 3,761.00
71201	HEALTH EDUCATION SPECIALIST	No FLSA	1,958.40 - 2,340.80	4,243.00 - 5,072.00
54801	HOMEMAKER	Nonexempt	1,180.00 - 1,392.80	2,557.00 - 3,018.00
55001	HOUSING SPECIALIST	No FLSA	2,757.60 - 3,309.60	5,975.00 - 7,171.00
62503	HUMAN RESOURCES ASSISTANT	No FLSA	2,015.20 - 2,416.80	4,366.00 - 5,236.00
64003	HUMAN RESOURCES SPECIALIST	Nonexempt	1,549.60 - 1,847.20	3,358.00 - 4,002.00
31701	HUMAN SERVICES PLANNER	No FLSA	2,130.40 - 2,545.60	4,616.00 - 5,516.00
69501	INFO SYS-RECORDS AUTO SPEC	Nonexempt	1,680.80 - 2,003.20	3,642.00 - 4,340.00
63401	INFO SYSTEMS SPECIALIST I	Nonexempt	2,077.60 - 2,480.80	4,502.00 - 5,375.00
63501	INFO SYSTEMS SPECIALIST II	No FLSA	2,371.20 - 2,845.60	5,138.00 - 6,166.00
65101	INFORMATION SERVICES INTERN-A	Nonexempt	1,000.80 - 1,000.80	2,168.00 - 2,168.00
65201	INFORMATION SERVICES INTERN-B	Nonexempt	1,259.20 - 1,259.20	2,728.00 - 2,728.00
61301	INFORMATION SYSTEMS ASSISTANT	Nonexempt	1,626.40 - 1,936.80	3,524.00 - 4,196.00
50601	INFORMATION SYSTEMS SERV TECH	Nonexempt	1,758.40 - 2,100.80	3,810.00 - 4,552.00
48201	INFORMATION SYSTEMS TECHNICIAN	Nonexempt	1,361.60 - 1,612.00	2,950.00 - 3,493.00
65801	INVESTMENT ACCT SPECIALIST	Nonexempt	1,758.40 - 2,100.80	3,810.00 - 4,552.00
14101	JUNIOR ENGINEER	Nonexempt	2,225.60 - 2,665.60	4,822.00 - 5,776.00
14301	JUVENILE HALL COUNSELOR I	Nonexempt	1,599.20 - 1,905.60	3,465.00 - 4,129.00
14401	JUVENILE HALL COUNSELOR II	Nonexempt	1,742.40 - 2,084.00	3,775.00 - 4,515.00
14701	LABORER	Nonexempt	1,201.60 - 1,422.40	2,604.00 - 3,082.00
68301	LAFCO STAFF ANALYST I	No FLSA	1,895.20 - 2,267.20	4,106.00 - 4,912.00
70601	LAFCO STAFF ANALYST II	No FLSA	2,084.00 - 2,492.00	4,515.00 - 5,399.00
49201	LAND INFORMATION MAPPING SPEC	No FLSA	1,862.40 - 2,225.60	4,035.00 - 4,822.00

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY	MONTHLY SALARY
14801	LAW CLERK	Nonexempt	1,485.60 - 1,485.60	3,219.00 - 3,219.00
67001	LEAD WELFARE INVESTIGATOR	Nonexempt	2,139.20 - 2,562.40	4,635.00 - 5,552.00
63003	LEGAL ADMIN SPECIALIST	Nonexempt	1,975.20 - 2,361.60	4,280.00 - 5,117.00
14901	LEGAL CLERK I	Nonexempt	1,248.80 - 1,473.60	2,706.00 - 3,193.00
14908	LEGAL CLERK I	Nonexempt	1,248.80 - 1,473.60	2,706.00 - 3,193.00
15001	LEGAL CLERK II	Nonexempt	1,315.20 - 1,554.40	2,850.00 - 3,368.00
15008	LEGAL CLERK II	Nonexempt	1,315.20 - 1,554.40	2,850.00 - 3,368.00
50801	LEGAL CLERK/INTERPRETER A	Nonexempt	1,375.20 - 1,633.60	2,980.00 - 3,540.00
35201	LEGAL CLERK/INTERPRETER B	Nonexempt	1,436.80 - 1,714.40	3,113.00 - 3,715.00
62708	LEGAL PROCESS CLERK	Nonexempt	1,404.00 - 1,668.80	3,042.00 - 3,616.00
64901	LEGAL PROCESS CLERK	Nonexempt	1,404.00 - 1,668.80	3,042.00 - 3,616.00
15201	LEGAL SECRETARY I	Nonexempt	1,396.80 - 1,663.20	3,026.00 - 3,604.00
15203	LEGAL SECRETARY I	Nonexempt	1,396.80 - 1,663.20	3,026.00 - 3,604.00
15101	LEGAL SECRETARY II	Nonexempt	1,524.80 - 1,812.80	3,304.00 - 3,928.00
15103	LEGAL SECRETARY II	Nonexempt	1,524.80 - 1,812.80	3,304.00 - 3,928.00
15301	LIBRARIAN I	No FLSA	1,780.80 - 2,130.40	3,858.00 - 4,616.00
15401	LIBRARIAN II	No FLSA	1,932.00 - 2,306.40	4,186.00 - 4,997.00
15601	LIBRARY ASSISTANT I	Nonexempt	1,257.60 - 1,492.80	2,725.00 - 3,234.00
15701	LIBRARY ASSISTANT II	Nonexempt	1,361.60 - 1,612.00	2,950.00 - 3,493.00
15901	LIBRARY ASSOCIATE I	Nonexempt	1,554.40 - 1,858.40	3,368.00 - 4,027.00
16001	LIBRARY ASSOCIATE II	Nonexempt	1,696.80 - 2,026.40	3,676.00 - 4,391.00
64201	LIBRARY COMPUTER SYSTEMS TECH	Nonexempt	1,692.80 - 2,015.20	3,668.00 - 4,366.00
16201	LICENSED VOCATIONAL NURSE	Nonexempt	1,566.40 - 1,862.40	3,394.00 - 4,035.00
46301	LITERACY PROJECT ASSOCIATE	Nonexempt	1,448.00 - 1,723.20	3,137.00 - 3,734.00
51401	MAIL/RECORDS CLERK	Nonexempt	1,253.60 - 1,487.20	2,716.00 - 3,222.00
16401	MAINTENANCE WORKER I	Nonexempt	1,361.60 - 1,612.00	2,950.00 - 3,493.00
16501	MAINTENANCE WORKER II	Nonexempt	1,542.40 - 1,842.40	3,342.00 - 3,992.00
07401	MATRON CLERK	Nonexempt	1,420.00 - 1,684.00	3,077.00 - 3,649.00
07408	MATRON CLERK	Nonexempt	1,420.00 - 1,684.00	3,077.00 - 3,649.00
40801	MEDICAL SECRETARY	Nonexempt	1,459.20 - 1,736.00	3,162.00 - 3,761.00
17001	MENTAL HEALTH COUNSELOR	No FLSA	2,011.20 - 2,402.40	4,358.00 - 5,205.00
17008	MENTAL HEALTH COUNSELOR	No FLSA	2,011.20 - 2,402.40	4,358.00 - 5,205.00
66901	MENTAL HEALTH WKR II-LICENSED	Nonexempt	1,847.20 - 2,208.80	4,002.00 - 4,786.00
17101	MENTAL HEALTH WORKER AIDE	Nonexempt	1,228.80 - 1,452.80	2,662.00 - 3,148.00
17201	MENTAL HEALTH WORKER I	Nonexempt	1,643.20 - 1,958.40	3,560.00 - 4,243.00
17301	MENTAL HEALTH WORKER II	Nonexempt	1,786.40 - 2,139.20	3,871.00 - 4,635.00
63601	MENTAL HLTH COUNSELOR-LICENSED	No FLSA	2,084.00 - 2,492.00	4,515.00 - 5,399.00
63608	MENTAL HLTH COUNSELOR-LICENSED	No FLSA	2,084.00 - 2,492.00	4,515.00 - 5,399.00
17401	MICROBIOLOGIST	No FLSA	2,320.80 - 2,780.00	5,028.00 - 6,023.00
17601	OCCUPATIONAL THERAPIST	No FLSA	2,290.40 - 2,744.00	4,963.00 - 5,945.00
27101	OFFICE ASSISTANT I	Nonexempt	1,131.20 - 1,334.40	2,451.00 - 2,891.00
27201	OFFICE ASSISTANT II	Nonexempt	1,228.80 - 1,452.80	2,662.00 - 3,148.00
27203	OFFICE ASSISTANT II	Nonexempt	1,228.80 - 1,452.80	2,662.00 - 3,148.00
24701	OFFICE ASSISTANT-STENOGRAPHER	Nonexempt	1,326.40 - 1,571.20	2,874.00 - 3,404.00
62901	PARALEGAL	Nonexempt	1,668.80 - 1,988.00	3,616.00 - 4,307.00
62903	PARALEGAL	Nonexempt	1,668.80 - 1,988.00	3,616.00 - 4,307.00
47001	PERMIT TECHNICIAN	Nonexempt	1,965.60 - 2,352.00	4,259.00 - 5,096.00
18001	PHYSICAL THERAPIST	No FLSA	2,290.40 - 2,744.00	4,963.00 - 5,945.00
49501	PLANNER I	No FLSA	1,862.40 - 2,225.60	4,035.00 - 4,822.00
04201	PLANNER II	No FLSA	2,160.80 - 2,584.00	4,682.00 - 5,599.00

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY	MONTHLY SALARY
04701	PLANNER III	No FLSA	2,472.00 - 2,963.20	5,356.00 - 6,420.00
68001	PLANNING TECHNICIAN	Nonexempt	1,592.80 - 1,895.20	3,451.00 - 4,106.00
35101	PLANS EXAMINER	Nonexempt	2,371.20 - 2,845.60	5,138.00 - 6,166.00
18201	PRIMARY PREVENTION SPECIALIST	No FLSA	1,984.00 - 2,371.20	4,299.00 - 5,138.00
67901	PRINCIPAL PLANNER	No FLSA	2,683.20 - 3,220.80	5,814.00 - 6,978.00
61401	PROBATE ASSISTANT	Nonexempt	1,554.40 - 1,858.40	3,368.00 - 4,027.00
18301	PROBATION ASSISTANT	Nonexempt	1,680.80 - 2,003.20	3,642.00 - 4,340.00
18601	PROBATION OFFICER I	Nonexempt	1,727.20 - 2,063.20	3,742.00 - 4,470.00
18701	PROBATION OFFICER II	No FLSA	1,883.20 - 2,246.40	4,080.00 - 4,867.00
18801	PROBATION OFFICER III	No FLSA	2,015.20 - 2,416.80	4,366.00 - 5,236.00
19101	PSYCHIATRIC NURSE	No FLSA	2,420.80 - 2,913.60	5,245.00 - 6,313.00
19108	PSYCHIATRIC NURSE	No FLSA	2,420.80 - 2,913.60	5,245.00 - 6,313.00
19201	PSYCHIATRIC SOCIAL WORKER	No FLSA	2,011.20 - 2,402.40	4,358.00 - 5,205.00
19208	PSYCHIATRIC SOCIAL WORKER	No FLSA	2,011.20 - 2,402.40	4,358.00 - 5,205.00
47901	PUB DEF INVESTIGATOR TRAINEE	Nonexempt	1,502.40 - 1,786.40	3,255.00 - 3,871.00
47801	PUBLIC DEFENDER INVESTIGATOR	Nonexempt	2,538.40 - 3,044.00	5,500.00 - 6,595.00
19401	PUBLIC HEALTH LAB TECHNICIAN	Nonexempt	1,346.40 - 1,599.20	2,917.00 - 3,465.00
19501	PUBLIC HEALTH NURSE	No FLSA	2,480.80 - 2,976.80	5,375.00 - 6,450.00
47401	PUBLIC HEALTH NUTRITIONIST	No FLSA	2,048.00 - 2,449.60	4,437.00 - 5,308.00
70301	PUBLIC WORKS ACCOUNTING ASST	Nonexempt	1,599.20 - 1,905.60	3,465.00 - 4,129.00
65501	PUBLIC WORKS INTERN-A	Nonexempt	1,151.20 - 1,151.20	2,494.00 - 2,494.00
65601	PUBLIC WORKS INTERN-B	Nonexempt	1,268.80 - 1,268.80	2,749.00 - 2,749.00
65701	PUBLIC WORKS INTERN-C	Nonexempt	1,383.20 - 1,383.20	2,997.00 - 2,997.00
41401	PURCHASING ASSISTANT	No FLSA	1,663.20 - 1,984.00	3,604.00 - 4,299.00
62001	QUALITY IMPROVEMENT COORDINATO	No FLSA	2,306.40 - 2,766.40	4,997.00 - 5,994.00
68701	QUALITY IMPROVEMENT SPECIALIST	No FLSA	2,515.20 - 3,016.00	5,450.00 - 6,535.00
19801	REHABILITATION THERAPIST	No FLSA	2,180.00 - 2,612.00	4,723.00 - 5,659.00
19808	REHABILITATION THERAPIST	No FLSA	2,180.00 - 2,612.00	4,723.00 - 5,659.00
19901	RESIDENTIAL DETOX COUNSELOR I	Nonexempt	1,346.40 - 1,599.20	2,917.00 - 3,465.00
20001	RESIDENTIAL DETOX COUNSELOR II	Nonexempt	1,532.80 - 1,822.40	3,321.00 - 3,949.00
66001	RESOURCE SPECIALIST	Nonexempt	1,603.20 - 1,917.60	3,474.00 - 4,155.00
67201	ROAD MAINTENANCE COORDINATOR	Nonexempt	2,113.60 - 2,528.80	4,580.00 - 5,479.00
20401	ROAD MAINTENANCE LEADWORKER	Nonexempt	1,812.80 - 2,169.60	3,928.00 - 4,701.00
20501	ROAD MAINTENANCE WORKER I	Nonexempt	1,452.80 - 1,727.20	3,148.00 - 3,742.00
20601	ROAD MAINTENANCE WORKER II	Nonexempt	1,549.60 - 1,847.20	3,358.00 - 4,002.00
20701	ROAD MAINTENANCE WORKER III	Nonexempt	1,684.00 - 2,011.20	3,649.00 - 4,358.00
54601	ROAD SERVICES ASSISTANT	Nonexempt	1,382.40 - 1,643.20	2,995.00 - 3,560.00
24801	SECRETARY	Nonexempt	1,382.40 - 1,643.20	2,995.00 - 3,560.00
24803	SECRETARY	Nonexempt	1,382.40 - 1,643.20	2,995.00 - 3,560.00
00301	SENIOR ACCOUNT CLERK	Nonexempt	1,473.60 - 1,749.60	3,193.00 - 3,791.00
34601	SENIOR AIRPORT ATTENDANT	Nonexempt	1,696.80 - 2,026.40	3,676.00 - 4,391.00
71601	SENIOR ANIMAL ATTENDANT	Nonexempt	1,422.40 - 1,692.80	3,082.00 - 3,668.00
62401	SENIOR ANIMAL SERVICES OFFICER	Nonexempt	1,623.20 - 1,932.00	3,517.00 - 4,186.00
70401	SENIOR ASSESSMENT-RECORDS ASST	Nonexempt	1,452.80 - 1,727.20	3,148.00 - 3,742.00
66301	SENIOR BUYER	Nonexempt	1,776.00 - 2,122.40	3,848.00 - 4,599.00
60201	SENIOR CHILD SUPPORT SPEC	Nonexempt	1,780.80 - 2,130.40	3,858.00 - 4,616.00
22101	SENIOR COMMUNICATION TECHNICIA	Nonexempt	2,208.80 - 2,646.40	4,786.00 - 5,734.00
22201	SENIOR CUSTODIAN	Nonexempt	1,290.40 - 1,532.80	2,796.00 - 3,321.00
12701	SENIOR ENGINEERING AIDE	Nonexempt	1,862.40 - 2,225.60	4,035.00 - 4,822.00
49001	SENIOR ENVIRONMENTAL HLTH SPEC	No FLSA	2,340.80 - 2,807.20	5,072.00 - 6,082.00

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY			MONTHLY SALARY		
56201	SENIOR EQUIPMENT MECHANIC	Nonexempt	2,504.00	-	2,504.00	5,425.00	-	5,425.00
52201	SENIOR HAZARDOUS MATERIAL SPEC	No FLSA	2,340.80	-	2,807.20	5,072.00	-	6,082.00
59301	SENIOR INFO SYSTEMS SPECIALIST	No FLSA	2,655.20	-	3,187.20	5,753.00	-	6,906.00
66201	SENIOR JUVENILE HALL COUNSELOR	Nonexempt	1,883.20	-	2,246.40	4,080.00	-	4,867.00
40401	SENIOR LEGAL CLERK	Nonexempt	1,404.00	-	1,668.80	3,042.00	-	3,616.00
15801	SENIOR LIBRARY ASSISTANT	Nonexempt	1,478.40	-	1,758.40	3,203.00	-	3,810.00
22401	SENIOR MENTAL HEALTH WORKER	Nonexempt	1,895.20	-	2,267.20	4,106.00	-	4,912.00
27301	SENIOR OFFICE ASSISTANT	Nonexempt	1,334.40	-	1,585.60	2,891.00	-	3,436.00
27303	SENIOR OFFICE ASSISTANT	Nonexempt	1,334.40	-	1,585.60	2,891.00	-	3,436.00
55301	SENIOR OFFICE ASSISTANT-STENO	Nonexempt	1,382.40	-	1,643.20	2,995.00	-	3,560.00
53601	SENIOR PUBLIC DEF INVESTIGATOR	Nonexempt	2,704.80	-	3,248.00	5,860.00	-	7,037.00
22801	SENIOR PUBLIC HEALTH NURSE	No FLSA	2,665.60	-	3,204.80	5,776.00	-	6,944.00
66101	SENIOR RESOURCE SPECIALIST	Nonexempt	1,727.20	-	2,063.20	3,742.00	-	4,470.00
61801	SENIOR SYSTEMS SUPPORT ANALYST	No FLSA	2,655.20	-	3,187.20	5,753.00	-	6,906.00
59601	SENIOR THERAPIST	No FLSA	2,420.80	-	2,913.60	5,245.00	-	6,313.00
66601	SENIOR TRANSFER MAPPING TECH	Nonexempt	1,842.40	-	2,199.20	3,992.00	-	4,765.00
68901	SHERIFF'S ACTIV LEAGUE COORD	Nonexempt	1,862.40	-	2,225.60	4,035.00	-	4,822.00
67401	SHERIFF'S ACTIV LEAGUE TRAINER	Nonexempt	1,727.20	-	2,063.20	3,742.00	-	4,470.00
23601	SOCIAL WORKER I	Nonexempt	1,623.20	-	1,932.00	3,517.00	-	4,186.00
23608	SOCIAL WORKER I	Nonexempt	1,623.20	-	1,932.00	3,517.00	-	4,186.00
23701	SOCIAL WORKER II	No FLSA	1,765.60	-	2,113.60	3,826.00	-	4,580.00
23708	SOCIAL WORKER II	No FLSA	1,765.60	-	2,113.60	3,826.00	-	4,580.00
23801	SOCIAL WORKER III	No FLSA	1,932.00	-	2,306.40	4,186.00	-	4,997.00
23808	SOCIAL WORKER III	No FLSA	1,932.00	-	2,306.40	4,186.00	-	4,997.00
23901	SOCIAL WORKER IV	No FLSA	2,011.20	-	2,402.40	4,358.00	-	5,205.00
23908	SOCIAL WORKER IV	No FLSA	2,011.20	-	2,402.40	4,358.00	-	5,205.00
24101	STAFF INTERN	Nonexempt	1,000.80	-	1,000.80	2,168.00	-	2,168.00
24201	STAFF NURSE	No FLSA	2,216.00	-	2,655.20	4,801.00	-	5,753.00
51101	STAFF SERVICES ANALYST I	No FLSA	1,895.20	-	2,267.20	4,106.00	-	4,912.00
51103	STAFF SERVICES ANALYST I	No FLSA	1,895.20	-	2,267.20	4,106.00	-	4,912.00
47201	STAFF SERVICES ANALYST II	No FLSA	2,084.00	-	2,492.00	4,515.00	-	5,399.00
47203	STAFF SERVICES ANALYST II	No FLSA	2,084.00	-	2,492.00	4,515.00	-	5,399.00
69701	STORMWATER PROGRAM SPECIALIST	Nonexempt	1,895.20	-	2,267.20	4,106.00	-	4,912.00
70701	STORMWATER TECHNICIAN	Nonexempt	1,487.20	-	1,765.60	3,222.00	-	3,826.00
57001	SYSTEM SUPPORT ANALYST H & HS	No FLSA	1,776.00	-	2,122.40	3,848.00	-	4,599.00
26701	SYSTEMS ACCOUNTANT	No FLSA	2,160.80	-	2,584.00	4,682.00	-	5,599.00
68801	TRAFFIC/SIGN MAINTENANCE WKR	Nonexempt	1,776.00	-	2,122.40	3,848.00	-	4,599.00
40501	TRANSFER CLERK	Nonexempt	1,396.80	-	1,663.20	3,026.00	-	3,604.00
61501	TRANSFER MAPPING TECHNICIAN	Nonexempt	1,656.00	-	1,975.20	3,588.00	-	4,280.00
65401	TRANSPORTATION ADMIN ANALYST	No FLSA	1,895.20	-	2,267.20	4,106.00	-	4,912.00
69001	TRANSPORTATION ADMIN ASSISTANT	Nonexempt	1,749.60	-	2,091.20	3,791.00	-	4,531.00
66701	TRANSPORTATION COORDINATOR	No FLSA	1,984.00	-	2,371.20	4,299.00	-	5,138.00
69101	TRANSPORTATION PLANNER I	No FLSA	2,225.60	-	2,665.60	4,822.00	-	5,776.00
35801	TRANSPORTATION PLANNER II	No FLSA	2,545.60	-	3,060.80	5,516.00	-	6,632.00
27401	VETERANS SERV REPRESENTATIVE	Nonexempt	1,388.80	-	1,649.60	3,009.00	-	3,574.00
36901	VETERANS SERVICE OFFICER	No FLSA	2,077.60	-	2,480.80	4,502.00	-	5,375.00
60001	VITAL STATISTICS ASSISTANT	Nonexempt	1,396.80	-	1,663.20	3,026.00	-	3,604.00
27601	VOCATIONAL ASSISTANT	Nonexempt	874.40	-	874.40	1,895.00	-	1,895.00
46201	VOCATIONAL PROGRAM COORDINATOR	No FLSA	2,039.20	-	2,437.60	4,418.00	-	5,282.00
62201	VOLUNTEER/LITERACY SERV COORD	No FLSA	1,834.40	-	2,184.80	3,975.00	-	4,734.00

JOBCODE	CLASSIFIED SERVICE	FLSA	BIWEEKLY SALARY			MONTHLY SALARY		
62608	WARRANT CLERK	Nonexempt	1,354.40	-	1,603.20	2,935.00	-	3,474.00
21901	WARRANT/MATRON CLERK	Nonexempt	1,459.20	-	1,736.00	3,162.00	-	3,761.00
21908	WARRANT/MATRON CLERK	Nonexempt	1,459.20	-	1,736.00	3,162.00	-	3,761.00
45701	WASTE MATERIALS SPECIALIST I	Nonexempt	1,786.40	-	2,139.20	3,871.00	-	4,635.00
45801	WASTE MATERIALS SPECIALIST II	No FLSA	1,945.60	-	2,328.00	4,216.00	-	5,044.00
27701	WATER & WASTEWATER SYS OP I	Nonexempt	1,649.60	-	1,965.60	3,574.00	-	4,259.00
27801	WATER & WASTEWATER SYS OP II	Nonexempt	1,883.20	-	2,246.40	4,080.00	-	4,867.00
34201	WATER&WASTEWATER SYS OP-IN TRN	Nonexempt	1,478.40	-	1,758.40	3,203.00	-	3,810.00
68601	WATERSHED OPERATIONS COORD	Nonexempt	2,122.40	-	2,538.40	4,599.00	-	5,500.00
63801	WEIGHTS & MEASURES INSP I	Nonexempt	1,692.80	-	2,015.20	3,668.00	-	4,366.00
63901	WEIGHTS & MEASURES INSP II	Nonexempt	1,808.80	-	2,160.80	3,919.00	-	4,682.00
55601	WELFARE FRAUD INVESTIGATOR I	Nonexempt	1,867.20	-	2,237.60	4,046.00	-	4,848.00
55701	WELFARE FRAUD INVESTIGATOR II	Nonexempt	2,026.40	-	2,420.80	4,391.00	-	5,245.00
54101	WINE GRAPE INSPECTOR	Nonexempt	1,542.40	-	1,842.40	3,342.00	-	3,992.00
28101	YOUTH SERVICE WORKER	Nonexempt	1,883.20	-	2,246.40	4,080.00	-	4,867.00
28201	YOUTH STAFF ASSISTANT	Nonexempt	1,432.00	-	1,704.80	3,103.00	-	3,694.00

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APPENDIX D
PSE MOU 2005
Cross Reference Table --Prior Sections Compared With New Sections

Prior Section	New Section	New Title or Description
Preamble	4.1	Labor Management Committee
1.0	1.0	Recognition
2.0	2.0	Implementation and Compliance
3.0	3.0	Term
4.0	5.0	Successor Negotiations
5.0	12.0, 13.0, 6.0	
5.1	12.0, 12.1	Union Membership
5.2	13.0, 13.1	Non-Discrimination
5.3	6.0, 6.1	Reasonable Accommodation
6.0	10.0	Grievance Procedure
6.1	10.1	Purpose
6.2(a), (b), (c)(i)-(ii)	10.2	Grievances Defined
6.2(c)(iii)	9.1	Just Cause; Discipline
6.2(c)(iv)	64.3	(Management Rights – Not grievable or arbitrable)
6.3	10.4	Form of Grievance
6.4(a), (b)	10.5	Other Administrative or Court Procedures
6.4(c)	deleted	
6.5	10.6	Union as Grievant
6.6	10.3	Employee Right to Representation
6.7	10.7	Waivers and Time Limits
6.8(a)	deleted	
6.8(b)	10.8(a)	Written Grievance to Supervisor – Step 1
6.8(c)	10.8(b)	Grievance to Department Head – Step 2
7.0	10.8(d)	Binding Arbitration
7.1	10.8(d)(i)	Binding Arbitration – Step 4
7.2	deleted	
7.3	10.8(c)	Grievance to Human Resources Director – Step 3
7.4 (a), (b)	10.8(d)(ii)	(Request for arbitration)
7.4(c)	deleted	
7.5	10.8(d)(iii)	(Fees/expenses of arbitrator)
7.6	10.8(d)(iv)	(Decision of arbitrator)
7.7	10.8(d)(iv)	(Decision of arbitrator)
8.0	14.0	Stewards
8.1	14.1	(Number of stewards)
8.2	14.2	(Union to provide list of stewards)

Prior Section	New Section	New Title or Description
8.3	14.3	(Steward business and process for leaving/entering work)
8.4	14.3	(Steward business and process for leaving/entering work)
8.5	14.4	(Steward training)
9.0	15.0	Release Time
9.1	15.1, 15.2	(When release time is allowed)
9.2	15.3	(Number of employees representative for joint bargaining)
9.3	deleted	
9.4	15.4	(Role of NAPE officers in meet & confer)
10.0	16.0	Work Access
10.1	16.1	(Access by authorized union representatives)
10.2	16.2	(Union to provide list of authorized representatives)
11.0	17.0	Bulletin Boards
11.1	17.1	Subjects Allowed
11.2	17.2	Who can post and remove
11.3	17.3	Electronic Bulletin Board
11.4	deleted	
12.0	18.0	On Site Meetings
13.0	19.0	Agency Shop and Maintenance of Membership
13.1	19.2	(Deductions)
13.2	19.6, 19.1	(Union dues, withdrawal)
13.3	deleted	
13.4	19.7	(Changing amounts)
13.5	19.8	(When deductions made)
13.6	deleted see 19.1 & 19.2	
13.7	19.9	COPE Deduction
13.8	19.10	(Union hold harmless)
14.0	42.0	Retirement
14.1(a-c)	42.1, Appendix A	(Retirement formula & cost sharing)
14.2	42.2	(Reporting benefit)
14.3(a)	42.3(a)	(Extra-help buy back)
14.3(b)	42.3(b)	(Pre-Retirement Optional Settlement 2 Death Benefit)
14.3(c)	42.3(c)	(1959 Survivor Benefit)
14.4(a-b)	42.3(d)	(Credit for unused sick leave)
14.5	42.1, Appendix A	(Retirement formula; former Article 14.5 establishing 2% at 55 deleted)
14.6	42.4	(Calculating Retirement Benefits)
14.7	20.1	Salaries (and COLAS)
14.8	20.2	(Equity adjustments)
15.0	27.0	Overtime
15.1(a)	27.1(a), (b)	(Overtime defined – general provisions)

Prior Section	New Section	New Title or Description
15.1(b)	deleted now part of 27.1(b)	(Overtime – general provisions)
15.2	27.2(a)	Forty Hour Bank for Specified Exempt Employees at HHS
15.3(a)	27.1(a)	(Overtime defined)
15.3(b)	27.3	(Regular hourly rate defined)
15.3(c)	deleted	
15.3 (d)	deleted now part of 27.1(a) & (b)	(Overtime – general provisions)
15.3(e)	deleted now part of 27.1(a) & (b)	(Overtime – general provisions)
15.3(f)	deleted now part of 27.1(a) & (b)	(Overtime – general provisions)
15.4	27.1(a) & (b)	(Overtime – general provisions)
15.5	deleted-- see 27.5	(Compensatory time off -- when to be used)
15.6	deleted now see 27.1(a) & (b)	(Overtime – time actually worked -general provisions)
15.7	27.1(d)	(Overtime – Cannot receive if absent for more than one normal workday in workweek)
15.8	27.2(b)	(Forty hour bank for specified exempt HHS employees – waiver of overtime)
15.9	27.1(a)	(Election of overtime – cash v. comp time)
15.10	27.6	(Changes in FLSA law)
16.0	43.0	Health, Dental & Life Insurance
16.1	43.3	Insurance and Health Care -Employee Deductions
16.2(a)	43.2(a)	Insurance and Health Care -Contributions to Plan
16.2(b)(i-v)	43.2	Insurance and Health Care -Contributions to Plan
16.2(c)	43.6	Insurance and Health Care -Countywide Benefits Committee
16.2(d)	43.4	Insurance and Health Care -Cash Out Options
16.3	43.7	Insurance and Health Care -Dental Coverage
16.4	43.9	Paid Status Requirements for Coverage
16.5	43.8	Insurance and Health Care -Life Insurance
16.6(a)	43.10(a)	Insurance and Health Care -Sick Leave Conversion
16.6(b)	43.10(b)	Insurance and Health Care - Long-Term Service Conversion
16.6(c)	43.10(d)	Insurance and Health Care -Medicare Eligibility

Prior Section	New Section	New Title or Description
16.7(a)	43.9(a)	Insurance and Health Care -Paid Status Requirement
16.7(b)	43.9(b)	Insurance and Health Care -Part-Time Employees
16.7(c)	43.9(a)	Insurance and Health Care -
16.7(d)	43.9(c)	Paid Status Requirements for Coverage
16.7(e)	43.7(c)	(County contribution for dental insurance in month of employee's separation)
16.8	43.10(c)	Insurance and Health Care -Coverage paid by Retiree
16.9	43.11	Employee Assistance Program
16.10	43.1(d)	Health Care Reimbursement Account/Dependent Care Benefits
17.0	47.0	Sick Leave
17.1	47.1	(When sick leave may be taken)
17.2	47.2	(Accumulation of sick leave)
17.3	47.6	(Conversion of vacation to sick leave)
17.4	deleted now see 48.1	Reinstatement of Benefits
17.5	47.1	(When sick leave may be taken)
17.6	47.3	(Sick leave--physician's certificate generally)
17.7	47.4	(Sick leave- when physician's certificate may be requested)
17.8	47.4	(Sick leave- when physician's certificate may be requested)
17.9(a-c)	47.5	Sick Leave for the Care of an Ill Spouse, Registered Domestic Partner, Child or Parent
18.0		
18.1	30.1	Split Shift
18.2	31.1	Night Shift
18.3	38.2	Damaged Apparel
18.4	32.1	Matron Pay
18.5	deleted	
18.6	38.3(a)(i)	(Uniform Allowance - Deputy Marshall)
18.7	38.3(c)	(Uniform Allowance - Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office)
18.8	38.3(a)(iii) & (iv)	(Uniform Allowance – Correctional Officers, Corporals & Technicians)
18.9	39.1	Mileage Reimbursement
18.10	33.1	Bilingual Pay
18.11	38.3(a)(iv)	(Uniform Allowance – Animal Services Officer)
18.12	38.3(b)	Payment of Uniform Allowance
18.13	40.1	License Reimbursement
18.14	40.1	License Reimbursement
18.15	34.1	Training Officer Pay- Corrections

Prior Section	New Section	New Title or Description
18.16	35.1	CPA Pay
19.0	8.0	
19.1	8.1 8.2	Probationary Period, Temporary, Extra Help or Provisional Service
19.2	8.1	Probationary Period
19.3	8.3	Extension of Probationary Period
20.0	58.0	
20.1	58.1	Purpose
20.2(a)	58.2(a)	Workday
20.2(b)	58.2(b)	(Normal work day – Sheriff Tech Division, Crisis, Residential Detox Unit)
20.2(c)	58.2(c)	(Work day – Mental Health worker, Residential Detox Counselor.)
20.2(d)	58.2(d)	(Normal work day – Correctional Officer, Correctional Corporal, Juvenile Hall Counselor
20.2(e)	58.2(b)	(Normal work day – Sheriff Tech Division, etc.)
20.3	58.3	Workweek
20.4	58.4	Work Shifts
20.5	58.5	Work Schedule
20.6	58.6	Emergencies
20.7	58.7	Alternative Work Schedule
20.8	58.7	Alternative Work Schedule
20.9	58.8	Shift Changes
21.0	61.0	Clean Up Time
22.0	38.1	Safety Glasses
23.0	11.0	Personnel Files & Performance Evaluations
23.1	11.1	Inspection of Personnel Files
23.2	11.2	Statements of Adverse Nature in Personnel Files
23.3	deleted	
23.4	11.3	Letters of Reprimand
24.0	53.0	Pregnancy Disability Leave
25.0	21.0	Salary on Reduction
25.1	21.1	(Salary on Reduction – how calculated)
25.2	21.1	(Salary on Reduction – how calculated)
25.3	21.2	(Voluntary demotion in lieu of lay off.)
26.0	deleted	
27.0	60.0	Timekeeping for Full and Part-Time Employees
27.1	60.1	Calculating Time Off
27.2	60.2	Fiscal Year
27.3	60.3	Time Keeping for Part Time Employees
28.0	28.0	Call Back
28.1	28.1	Call Back Pay
28.1(b)	28.2	Conditions for Receiving Call Back Pay

Prior Section	New Section	New Title or Description
28.1(c)(i)	deleted, see 28.2(a)	
28.1(c)(ii)	28.3(a)	Limitations on Call Back Pay
28.1(c)(iii)	28.3(c)	Limitations on Call Back Pay
28.1(c)(iv)	deleted, see 29.7	(Standby duty v. call back pay)
28.1(c)(v)	28.2(c)	Conditions for Receiving Call Back Pay - job related court appearance
28.1(d)	28.3(b)	Limitations on Call Back Pay - staff meetings/training
28.1(e)	28.1	Call Back Pay
28.1(f)	29.7	(Standby duty v. call back pay)
28.2	59.0	Rest Periods
28.3	deleted	
28.4	29.0	Standby Duty
28.4(a)	29.1	(Standby duty defined)
28.4(b)	29.2	(Required approvals for standby status)
28.4(c)	29.3	(Standby Duty-Probation Department & HHS employees)
28.4(d)	29.4	(Standby Duty-pay rate)
28.4(e)	29.5	(Standby Duty-equitable assignment)
28.4(f)	29.6	(Standby Duty-pocket page or cell phone)
28.4(g)	29.7	(Standby Duty v. call back pay)
28.5(a)	7.1	On the Job Injury
28.5(b)	41.0	Correctional Officer Disability Fund
28.6(a)	52.1	Military Leaves of Absence
28.6(b)	54.0	Leave of Absence for Judicial Purposes
28.6(c)	55.1	Voting Time
28.7	56.0	Other Leaves of Absence Without Pay
28.7(a)	56.1, 56.2	(Reasons for LWOP; Process for approval)
28.7(b)	deleted	
28.7(c)	56.2	(Time limitations on LWOP; process for approval)
28.7(d)	56.3	(Returning prior to expiration of LWOP)
28.7(e)	56.4	(LWOP- Accrual of Vacation and Sick Leave)
28.7(f)	56.2(b)	(Unauthorized leaves)
28.7(g)	56.5	(LWOP-Salary Anniversary Date)
28.7(h)	56.6	(LWOP-Prior use of vacation leave)
28.7(i)	56.7	(LWOP-Alternate Use of Paid and Unpaid Leave)
28.7(j)	56.8	(LWOP-Holiday Credit)
28.8(a)	49.1 49.2	Bereavement Leave
28.8(b)	50.1 50.2	Critical Illness Leave
28.9	44.0	Vacation
28.9(a)	44.1	(Vacation leave-- accrual maximums)

Prior Section	New Section	New Title or Description
28.9(a)(i)	44.1(a)	(Vacation leave accrual rate- effective date)
28.9(a)(ii)	deleted, now 44.1(b)	(Vacation can be taken as earned)
28.9(a)(iii)	44.1(c)	(Adjustment of vacation accrual date when on LWOP)
28.9(b)	60.3	Timekeeping for Part Time Employees
28.9(c)	deleted	
28.9(d)	44.1	Vacation
28.9(e)	44.1(d)	(Payment of accrued vacation upon separation from employment)
28.9(f)	44.1(e)	(Payment for compensation for the County while paid vacation)
28.10	45.0	Holidays
28.10(a)	45.1	Holidays Observed
28.10(b)	45.2	(Number of Holidays - Part Time Employees and Shift Work)
28.10(c)	45.4	(Eligibility for holiday compensation)
28.10(d)	45.6	(Christmas Eve and day before New Year's Day)
28.10(e)	45.7	(When employee scheduled to work on holiday but cannot for medical reasons)
28.10(f)	45.3	(Part time employees- holiday on pro rata basis)
28.10(g)	46.1	Personal Leave
28.10(h)	46.1	Personal Leave
28.11	22.1	Salary on Promotion
28.12	23.1	Salary on Transfer
28.13	24.1	Changes in Salary Allocation
28.14	25.1	Salary on Position Reclassification
28.15	25.2	(Allocation of a salary or salary range not grievable or arbitrable)
28.16	26.1	Salary Anniversary Date
29.0	62.0	Layoff Procedure
29.1	62.1	Authority to Layoff
29.2	62.2(a)	Order for Consideration And Union Notification of Layoffs
29.3	62.2(b) 62.2(d)	Union Notification Development of Layoff List
29.4(a)	62.3(a)	Definitions and Guidelines-Layoff
29.4(b)	62.3(b)	Definitions and Guidelines-Class
29.4(c)	62.3(c)	Definitions and Guidelines-Series
29.4(d)	62.3(e)	Definitions and Guidelines-Seniority in Class
29.4(e)	62.3(f)	Definitions and Guidelines-Seniority in Series
29.4(f)	62.3(g)	Definitions and Guidelines-Displacement Rights
29.4(g)	62.3(h)	Definitions and Guidelines-Higher Level Employee
29.4(h)	62.3(i)	Definitions and Guidelines-Flex Staff Position

Prior Section	New Section	New Title or Description
29.4(i)	62.3(j)	Definitions and Guidelines-Right of First Refusal
29.4(j)	62.3(k)	Definitions and Guidelines-Right of First Consideration
29.5	62.4	Employees with Special Qualifications
29.6(a)	62.5(a)	Layoffs Within the Same Department
29.6(b)	62.5(b)	Layoffs Within the Same Department
29.7(a)	62.6(a)	Use of Seniority for Layoff Purposes
29.7(b)	62.2(a)	Order for Consideration And Union Notification of Layoffs
29.7(b)	62.6(b)	Tie in Seniority
29.7(c)	62.6(c)	Seniority Credit for Probationary Status
29.7(d)	62.2(c)	Discussion Regarding Contractors Performing Same Services
29.8(a)	62.7(a)	Displacement Process-Displacement to Lower Classes
29.8(b)	62.7(b)	Abolished/Replaced Classes
29.8(c)	62.7(c)	Reduction in Hours in Lieu of Layoff
29.9(a)	62.8(a)	Notice Requirements - Notice to Employee
29.9(b)	62.8(b)	Notice Requirements - Time for Employee Response
29.10(a)	62.9(a)	Re-Employment Lists for Rehire and Rights of First Refusal - Accrued Seniority Upon Rehire
29.10(b)	62.9(b)	Re-Employment Lists for Rehire and Rights of First Refusal - Right of Refusal in the Same Department
29.10(c)	62.13(c)	Employment Status Upon Rehire - Re-Hire into a Lower Class
29.10(d)	62.10	Right of First Consideration in Another Department
29.10(e)	62.11	Demotion in Lieu of Layoff
29.10(f)	62.12	Minimum Qualification Requirements for Re-Employment
29.10(g)	62.9(c)	Right of First Refusal in Another Department
29.11	62.14	Termination of Re-Employment Lists
	62.15	Limited Term Employees
29.12	62.16	Layoff Procedures for State Merit System Services Governed Employees
30.0	66.0	Severability
30.1	66.1	Severability
31.0	67.0	Obligation to Support
32.0	68.0	Full Understanding, Modifications, Waiver
32.1	68.1	(Full understanding)
32.2	68.2	(Waiver regarding negotiating matters in the MOU)
32.3	68.3	(Modification)
32.4	68.4	(Waiver not a precedent)
33.0	69.0	Authorized Agents
34.0	37.0	Meal Allowance
34.1	37.1	(Meal allowance – reimbursement amounts)

Prior Section	New Section	New Title or Description
34.2	37.1	(Meal allowance – conference/meeting within the County)
34.3	37.1	(Meal allowance – meeting/business outside the County)
35.0	63.0	Interruption of Work
35.1	63.1	(Interruption of work/concerted activity not allowed)
35.2	63.2	(Denial of sick leave if related to sick out or other concerted activity)
36.0	51.0	Professional Education/Training
36.1	51.1	(Professional education/training paid leave for professional education/training)
36.2	51.1	(Professional education/training – union/county may consult)
37.0	36.0	Out of Class Assignment
37.1	36.1	(Definition of out of class assignment)
37.2(a)	36.2(a)	(Out of class assignment- prior approval by department head)
37.2(b)	36.4(a)	(Duration of out of class assignment- General Rule:1-15 days)
37.2(c)	36.2(b)	(Out of class assignment- 5% above standard hourly rate)
37.2(d)	36.2(c)	(Out of class assignment-pay rate when on paid leave & payoff of accrued vacation or compensatory time off)
37.3(a)	36.4(b)	(Out of class assignment- maximum 30 days for emergencies and peak work assignments)
37.3(b)	36.4(c) & (d)	(Out of class assignment- maximum 60 days for training; requirements for making longer assignments, exception for Road Maintenance Worker Series)
37.3(c)	36.3	(Out of class assignment- underfilling- not entitled to higher pay)
37.3(d)	36.4(c)	(Out of class assignment- maximum 60 days for training; requirements for making longer assignments, exception for Road Maintenance Worker Series)
37.3(e)	deleted	
37.3(f)	36.3	(Out of class assignment- underfilling- not entitled to higher pay)
37.3(g)	deleted	
38.0	64.0	Management Rights
38.1	64.1	(Description of management rights)
38.2	64.2	(Union-communication with county re: consequences of exercise of management rights)
38.3	deleted	
39.0	65.0	Merit System
40.0	57.0	Temporary Disability – State Disability Insurance
40.1	57.1	(SDI contributions deducted from salary)

Prior Section	New Section	New Title or Description
40.2	57.2	(Applying for SDI)
40.3	57.3	(SDI & use of sick leave & other paid leave)
40.4	57.4	(SDI – County contributions to health, life, dental insurance)
40.5	57.5	(SDI – accrual of benefits)
40.6	57.6	(SDI – absence from work)
40.7	57.7	(SDI – cannot receive full salary & SDI benefits at same time)
41.0	19.0	Agency Shop and Maintenance of Membership
41.1	19.1	Joining Union; Agency Shop Service Fee
41.1(a)	19.1	Joining Union; Agency Shop Service Fee
41.1(b)	19.1(b)	(Employee change from union to service fee payer)
41.1(c)	19.1(c)	(Election to pay a service fee in lieu of union)
41.1(d)	deleted	
41.2	19.1(a)	(Fee service calendar based on percentage of union dues)
41.3	19.11	Religious Exemption
41.4	19.3	(Itemized records of financial transactions)
41.5	19.4	(Refund to county if paid to union in error)
41.6	19.5	(Fair representation by union)
41.7	deleted	
41.8	19.2(b)	(County deliver sum to union with monthly list of employees for whom deductions have been made)