

ATTACHMENT A

A.5.7 Temporary Working Out of Class Assignment

a) — Safety & Attorney Employees

~~An employee in Unit A, B, C, D or E who is temporarily assigned for a period in excess of twenty (20) consecutive working days to work in a class having a higher salary range shall be considered, as to the time in excess of twenty (20) consecutive working days, to have been temporarily promoted and shall receive the salary herein provided for promotions. Such temporary promotions shall not result in an adjustment in eligibility for step increases in the lower, permanent class. The provisions of this section shall apply only in situations where the person occupying the higher class is absent by reason of vacation, sick leave, leave of absence, or disciplinary suspension.~~

b) — Unrepresented Employees

~~Effective April 1, 2023, w~~When an employee ~~in Units Y, Z or ZX~~ is temporarily assigned to and performs significantly all of the duties of a higher allocated position in a classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such assignment shall not change the unit designation or other benefits of the assigned employee. The assignment must be for over ten (10) consecutive working days. Such additional compensation shall begin on the first day of the pay period following the assignment to the duties of the higher position. If the assignment begins on the first Monday of the pay period, the additional compensation shall be effective the beginning of that pay period.

For working out of classification the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). As such, if the 5% does not result in the employee reaching at least the first step of the higher salary range, the employee will be placed at the first step of the higher salary range.

At one hundred eighty (180) days, the working out of classification assignment will be reviewed to determine whether it is appropriate for this person to continue working out of classification.

Employees working out of classification or who are removed from Working out of Classification duty as a result of poor performance shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Classification assignment, as a result of performance, shall not have an impact on employee's official job classification or duties.

*Amended Section A.5 in entirety: 4/30/90; 90-178
Amended 7/27/10: 10-234
Amended 3/14/23: 23-092
~~Amended 8/22/23: 23-xxx~~*

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A.7 SALARY AND STATUS UPON REEMPLOYMENT

A permanent employee who has passed ~~his/her~~their initial probationary period and who separated from County employment in good standing shall have the right to be considered for reemployment under this article for a period of two (2) years. In addition, an employee who has over one (1) year of service in a permanent position but who has not completed an initial probationary period because ~~he/she~~they ~~were~~was promoted to a higher class, within the same class family prior to the completion of ~~his/her~~their initial probationary period, may also be considered for reemployment under this section upon approval of the ~~Deputy CAO~~Director of Human Resources. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the NMC Chief Executive Officer may approve such action for employees employed by Natividad Medical Center.

A person may be reemployed in the same class, or lower-level class in the same series, in which ~~he/she~~they previously held permanent status and from which ~~he/she~~they separated in good standing within two (2) years of such separation, upon recommendation of the appointing authority and approval of the ~~Deputy CAO~~Director of Human Resources. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the NMC Chief Executive Officer may approve such action for employees employed by Natividad Medical Center. An employee reemployed under the provisions of this section ~~shall return to County service as a new employee and with the same benefits as a new employee in all respects except that the employee~~ may upon recommendation of the appointing authority and approval of the ~~Deputy CAO~~Director of Human Resources, be appointed to the same or a lower step of the salary step of the salary range of the class which ~~he/she~~they occupied at the effective date of resignation, or, at any step in a lower paid class in the same class series which does not exceed the employee's salary in effect at the time of resignation. An employee reemployed under this provision will receive the leave accrual rate in place at the time of separation. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the NMC Chief Executive Officer may approve such action for employees employed by Natividad Medical Center. Eligibility for step advancement shall be based upon the date of an employee's reemployment.

Amended 4/29/08; 08-017

Amended 8/22/23; 23-xxx

A.9.19 Longevity Pay

A.9.19.1 Unit Y Longevity Pay

Effective January 28, 2023, ~~full-time permanent/regular~~ employees (excluding temporary employees) in Unit Y shall be eligible to receive longevity premium pay based upon the total length of service with the County ~~in accordance with the same terms negotiated by the County Employee Management Association (CEMA) Unit X.~~ The longevity schedule shall be as follow:

Ten (10) ~~consecutive~~ years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.

Fifteen (15) ~~consecutive~~ years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage.

Twenty (20) ~~consecutive~~ years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage.

~~Consecutive service years include service time worked as a full-time permanent/regular employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered for service credit.~~

The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

A.9.19.2 Unit ZX Longevity Pay

Effective December 31, 2022, full-time ~~permanent/regular~~ employees (excluding temporary employees) in Unit ZX shall be eligible to receive longevity premium pay based upon the total length of service with the County ~~in accordance with the same terms negotiated by the County Employee Management Association (CEMA) Unit X.~~ The longevity schedule shall be as follow:

Ten (10) ~~consecutive~~ years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.

Fifteen (15) ~~consecutive~~ years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage.

Twenty (20) ~~consecutive~~ years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage.

~~Consecutive service years include service time worked as a full-time permanent/regular employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered for service credit.~~

The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

Added: 1/24/23; 23-014

Amended 8/22/23; 23-xxx

A.25 ANNUAL LEAVE AND/OR VACATION

Effective August 26, 2023, employees who are hired with previous years of service with California Counties and Cities shall receive 50% credit for their combined years of service with other counties and cities in the State of California upon receiving official verification from the County(ies) or City(ies).

For employees without MOU provisions covering annual leave and/or vacation and, in accordance with Section A.1.10 Confidential (Z Unit) and Board of Supervisors Executive Assistants (Unit P) Salary Adjustments, Benefits and Leave Provisions, employees in classifications assigned to Unit P and Z shall receive the same annual leave and cash out of annual leave provisions as those negotiated by Supervisory (F) and General (J) Units.

Unit P and Z employees not in Annual Leave, shall convert to Annual Leave effective the beginning of the pay period after Board of Supervisors approval of this provision. All current vacation accruals shall roll into Annual Leave and these employees shall no longer accrue vacation accruals.

Amended 6/24/20; 20-109

Amended 8/22/23; 23-xxx

A.30.2 Accrual Rate Limit

a. Eligible employees in Units X and Y shall accrue annual leave on the following basis:

Years of Completed	<u>Annual Leave Accrual</u>
<u>Continuous County Service</u>	
Up to two (2) years	23 days
More than two (2) years	25 days
More than six (6) years	27 days
More than ten (10) years	30 days
More than fifteen (15) years	32 days
More than eighteen (18) years	33 days
More than twenty (20) years	34 days
More than twenty-five (25) years	37 days

A maximum of eight hundred fifty (850) hours of annual leave may be accrued after which no further accrual shall be made until the employees' accrual is reduced to below eight hundred fifty (850) hours by the use of annual leave. Annual leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in a class that is included in either Unit X or Y. Neither shall any annual leave be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's normally scheduled working days.

b. Eligible employees in Unit XL shall accrue annual leave on the following basis:

Years of Completed	Annual Leave Accrual
<u>Continuous County Service</u>	
0 - 2 years	23 days
2 - 6 years	25 days

A maximum of three hundred sixty-eight (368) hours of annual leave may be accrued after which no further accrual shall be made until the employee's accrual is reduced to below three hundred sixty-eight (368) hours by the use of annual leave. Annual leave shall be earned on the basis of each bi-weekly pay period worked from the beginning of the bi-weekly pay period following the appointment into a Limited Term Assignment. Neither shall any annual leave be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's normally scheduled working days.

c. Advanced Accrual Rate for New Hires with Previous Years of Service with California Counties and Cities:

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Employees (excluding Unit XL) who are hired with previous years of service with California Counties and Cities shall receive 50% credit for their combined years of service with other counties and cities in the State of California upon receiving official verification from the County(ies) or City(ies).

Amend rates: 9/18/90; 90-517
 Amend rates: 10/23/01;
 Increase Maximum 10/26/99;
 Increase Maximum: 7/11/00; 00-302
 Added 6 and 15 years: 3/19/02; 02-096
 Increased to 850 hour cap and 37 days at 25+: 1/6/04; 04-007
 Amended and b) added 7/27/10; 10-234
 Amended 8/22/23; 23-xxx

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A.30.16 Annual Leave Accrual Rate for Employees in an At-will Appointment Effective August 26, 2023, At-will employees as defined in Section B.16 Service at the Pleasure of the Appointing Authority, who separate from County employment and are rehired into an At-will appointment will receive the leave accrual rate in place at the time of separation.

Added 8/22/23; 23-xxx

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A.12.4 Physician Chief of Service Premium Pay

Employee Physicians at Natividad Medical Center, when designated by the ~~NMC— Hospital~~ Chief Executive Officer as Chief of Service, will receive a Physician Chief of Service pay premium equal to five percent (5%) of the employee's basic rate of pay while serving as Chief of Service. When employee is no longer designated as Chief of Service by the ~~NMC— Hospital~~ Chief Executive Officer, the premium pay will cease.

Added 3/14/89; 89-113

~~Amended 8/22/23; 23-xxx~~

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A.12.9 Physician Medical Director Premium Pay

Employee Physicians at Natividad Medical Center, when designated by the Hospital Chief Executive Officer as Medical Director of an inpatient unit at the hospital, will receive a Physician Medical Director pay premium equal to five percent (5%) of the employee's basic rate of pay while serving as Medical Director. When employee is no longer designated as Medical Director by the Hospital Chief Executive Officer, the premium pay will cease.

Added 8/22/23; 23-xxx

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A.30.15 Suspension of Vacation/Annual Leave Accrual Rate Limit During Proclaimed Local Emergency/Disaster

Effective March 10, 2020, the County Administrative Officer or authorized designee may approve the temporary suspension of accrual rate limit for employees who are unable to take time off because they are required to work during a proclaimed local emergency.

An employee who has reached their corresponding accrual rate limit, as defined in the applicable Memorandum of Understanding (MOU) or PPPR provisions, may request the temporary suspension of such accrual rate limit during a proclaimed Local Emergency/Disaster. Such request shall be processed in accordance with the Administrative Procedure established by the Director of Human Resources.

It is the intent of this policy that employees will be granted either a grace period of ~~twelve six~~ (~~6~~12) months following the termination of the proclaimed local emergency to use or lose the accruals over the threshold ~~and~~/or allow employees a one-time cash out within sixty (60) days of the notification of the termination of such emergency not to exceed forty (40) hours below the corresponding accrual cap/maximum.

The Director of Human Resources will notify the Department Heads of the ~~twelve six~~ (~~6~~12) month grace period upon the termination of the proclaimed location emergency.

Added 6/24/20; 20-109

Amended 8/22/23; 23-xxx