MONTEREY COUNTY
PERSONNEL POLICIES AND PRACTICES
RESOLUTION
No. 98-394

Adopted September 15, 1998
Successor policy document combining and replacing the Salary and Benefits Resolution No. 84-579 and the Personnel Resolution No. 80-339
Updated August 25, 2026

MONTEREY COUNTY PERSONNEL POLICIES AND PRACTICES RESOLUTION

Resolution No. 98-394

(Consolidates and Supersedes Resolutions No. 84-579 and No. 80-339)

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Before the Board of Supervisors in and for the
County of Monterey, State of California

RESOLUTION NO. 98-394

ADOPT "MONTEREY COUNTY
PERSONNEL POLICIES AND PRACTICES
RESOLUTION" AS THE SUCCESSOR
POLICY DOCUMENT REPLACING THE
SALARY AND BENEFITS RESOLUTION NO.
84-579 AND THE PERSONNEL
RESOLUTION NO. 80-339

Be it resolved, that, effective September 8, 1998, the Board hereby approves the consolidation of the Salary and Benefits Resolution No. 84-579 and the Personnel Resolution No. 80-339, and all contained corrections and deletions, and adopts the Monterey County Personnel Policies and Practices Resolution No 98-394 as the County's successor personnel policy document, as follows:

I. SHORT TITLE

This resolution shall be known as "Monterey County Personnel Policies and Practices Resolution".

II. EFFECTIVE DATE

This Resolution is a successor to Resolution 84-579 and Resolution 80-339 and is meant to replace those Resolutions in their entirety. Except as may be specifically provided for herein below, it is the intent of the Board of Supervisors that all provisions of this Resolution shall be effective November 1, 1998, unless a different effective date is provided for in a specific section.

III. APPLICABILITY

This Resolution (Personnel Policies and Practices Resolution) shall set forth the basic salary and benefits, and personnel rules and procedures for Monterey County employees generally. In the event there is a conflict between any provision(s) of this Resolution and an operable Memorandum of Understanding or a Physicians' Employment Agreement, then the terms of said Memorandum of Understanding Physicians' Agreement. Nothing in this Resolution shall preclude departments from establishing department-specific policies and procedures for day-to-day operations, provided those policies and procedures do not conflict with the provisions of this Resolution, operable Memoranda of Understanding, the Employer Employee Relations Resolution or other applicable agreement.

IV. SEPARABILITY

If any section, sub-section, paragraph, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the resolution, it being hereby expressly declared that this resolution and each section, sub-section, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that any one or more section, sub-sections, paragraphs, sentences, clauses or phrases be declared invalid or unconstitutional.

V. DEFINITIONS

The words and terms defined in this section shall have the following meanings in this resolution and in any other resolution classifying and fixing salaries, compensation and benefits or authorizing the employment of personnel in any department or office of the County of Monterey.

Acting Appointment

The act of the appointing authority to place a qualified County employee into a position in Unit Y on an interim basis pending recruitment.

Administrative Officer

Administrative Officer when used alone, means the County Administrative Officer of the County of Monterey.

Allocation

The official determination of the class to which a position belongs and the assignment of a position to its class.

Appointing Authority

The person or group of persons lawfully authorized to make appointments or to remove persons from positions in the County service.

Appointment

The act of the appointing authority to place a person in a County position.

At-Will Employment

Employment status within the County of Monterey, which is terminable at any time by either party, as provided in Labor Code section 2922. At-will positions include designated at-will, temporary and limited term positions.

Added 8/16/05; 05-009
Amended 6/14/11; 11-173

Board

When used alone, means the Board of Supervisors of the County of Monterey and the Board of Supervisors of the Monterey County Water Resources Agency.

Class

A definitely recognized kind of employment in the County service designated by the Board to embrace all positions having the title, duties and responsibilities sufficiently similar so that the same requirements as the education, experience, knowledge, and ability may be required of incumbents and so that the same schedule of compensation may be made to apply.

Class Family

A group of classes having common promotional opportunities as set forth in the Classification Plan.

Classification

The action of assigning a position(s) to a class.

Classification Plan

The arrangement of positions in classes, together with the titles and specifications describing each class.

Consolidation of Classes

An act whereby classes having similar scope, responsibilities and requirements of education, experience, knowledge, and ability are combined into a single class for the purpose of reorganizing the classification structure. The consolidation of classes has a neutral affect on the employee (i.e. no start of new probationary period, no change in salary step, no change in step advancement date, no loss of seniority in class, etc.)

Continuous Employment

Employment in a permanent or seasonal position uninterrupted from the effective date of appointment except by authorized absence with pay or authorized leave of absence without pay of thirty (30) days or less.

Contract Physician

A physician rendering services to the County pursuant to an employment relationship in which all terms and conditions of that relationship, including but not limited to compensation, benefits, rights, duties, status, and tenure are set for the entirely in and governed by the provisions of a contract.

Amended 6/14/11; 11-173

Demotion

An involuntary change in class of an employee to a class with a lower salary range.

Amended 2/18/03; 03-063

Department

An administrative unit of the County of Monterey.

Designated At –Will Employee

An employee who serves at the pleasure of the specified appointing authority (see PPPR section B.16) and is ineligible for employment rights granted to permanent/ regular employees under the provisions of the PPPR. A designated at-will employee may fill a permanently authorized position or a temporary position and does not serve a probationary period. Designated at-will employees include temporary (with or without benefits) and limited term employees and employees who have executed at-will documents.

Added 6/14/11; 11-173

Disciplinary Probation

A form of disciplinary action which places a permanent or seasonal employee on probationary status, as distinguished from initial probation for a newly appointed employee.

Dismissal

Any involuntary separation, other than layoff, of an officer or employee from County employment.

Employee

A person occupying a position in the County service, including county, judicial district, and appointive officers.

Employee Organization

Any bonafide organization which includes employees of the County and which has as one of its primary purposes representing such employees in their employment relations with the County provided, however, that said organization has no restriction on membership based on race, color, creed, sex, national origin or age.

Employment List

A list, established by the Administrative Officer, of persons qualified for employment in a class.

Exempt Classification

Classifications that are designated as exempt from overtime under the Fair Labor Standards Act (FLSA)

Added 3/21/23; 23-100

Hearing Officer

A person appointed as a hearing officer by the Board of Supervisors pursuant to this resolution. Said person shall not be an employee of Monterey County.

Layoff

Termination of employment without fault on the part of the employee, such as of lack of work, lack of funds, or in the interests of economy. The County layoff procedure applies to permanently authorized positions and excludes designated at-will, temporary, limited term positions and those positions created under Labor Code section 2922.

Amended 6/14/11; 11-173

Leave of Absence

Authorized absence from duty for a specified period and for a specified purpose, with the right to return on or before the expiration of the period.

Limited Term Employee

An at-will, non-permanent/regular employee of the County hired for a period of time, with a planned end date, without accruing permanent status. Limited Term employees may include those who are appointed to a position that has been temporarily vacated by a permanent incumbent in the classified service. Limited Term employees shall be provided with benefits (health, retirement and paid leave benefits) but not permanency or job rights. A Limited Term employee shall not have any rights as to the position s/he fills, including seniority or layoff rights as per the County layoff procedure.

Added 8/16/05; 05-009
Amended 6/14/11; 11-173

Loan-Assigned Employee

A Loan-Assigned employee is a permanent County employee who, for a period of time, is voluntarily assigned to another County Department, or special project. A loan-assigned employee will retain his/her existing job rights (including rights to return), salary benefits, leaves, seniority and other such emoluments of employment.

Added 8/16/05; 05-009

Management Specialist and Executive Management Appointments

An at-will, non-benefited, non-regular temporary employee is appointed in absence of an eligible list but deemed qualified by the Human Resources Director and/or designee. An appointment to this status is limited to one (1) year and is terminable at any time by either party, as provided in Labor Code section 2922. Only the Human Resources Director and/or designee may authorize a Management Specialist or Executive Management Specialist appointment.

Added 7/25/17; 17-287

Management Specialist or Executive Management Employee

An at-will, non-benefited, non-regular temporary employee filling a position as Management Specialist or Executive Management Specialist.

Added 7/25/17; 17-287

Municipal Courts

All Municipal Courts in the County of Monterey.

Officers

All County, Water Resources Agency, Judicial District and appointive officers.

Part-Time Employee

An employee who is assigned to work less than the normal number of hours in full-time employment for the department in which he/she is employed.

Pay Period

A two-week period consisting of fourteen (14) consecutive days.

Permanent/Regular Employee

An employee who has been appointed, in accordance with the PPPR, to a permanently authorized position. An employee who has executed at-will documents is not a permanent/regular employee; designated at-will, temporary (with or without benefits) and limited term employees are not permanent/regular employees.

Amended 6/14/11; 11-173

Permanent Position

Any position specifically authorized by the Board in the County budget or by Board order or resolution as a permanent position which is paid from a permanent salaries line item in the budget. Any permanent position budgeted for less than forty (40) hours in a week shall be considered a permanent part-time position. A permanent position may be filled

with a permanent/regular employee, a temporary employee (with or without benefits), seasonal employee, limited term employee, or a designated at-will employee.

Amended 6/14/11; 11-173

Position

A combination of duties regularly assigned to be performed by one person for a specified number of hours in a pay period.

Probationary Employee or Probationer

An employee who is serving a probationary period, or is on disciplinary probation during which the terms of the disciplinary probation must be satisfied. An employee serving his/her initial probationary period shall have no right to appeal from adverse action and serves at the pleasure of the appointing authority. In the case of an employee serving a period of disciplinary probation, however, the forfeiture of appeal rights shall extend only to the act(s) and/or omission(s) which constitute the underlying basis for such disciplinary probation.

Probationary Period

a) A working test period required before an appointment to a permanent or seasonal position is completed. Unless a shorter initial probationary period is set forth in the applicable memorandum of understanding, this test period shall be a minimum of twelve (12) months.
b) In the case of disciplinary probation, the period of time set forth in the action placing the employee on disciplinary probation during which the terms of the disciplinary probation must be satisfied.

Probationary Status

a) Initial probationary status is the status of an employee legally holding a position who has not yet completed the required initial probationary period prescribed by the above section a) Probationary Period. An employee on such initial probationary status serves at the pleasure of the appointing authority.
b) Disciplinary probationary status is the status of an employee legally holding a permanent position who has not yet completed a period of disciplinary probation as prescribed by the above section b) Probationary Period and the terms of his/her disciplinary probation.

Promotion

Advancement of an employee from a position in one class to a position in a class with a higher salary range, a class with a higher salary range in the same department, or to another department or to or from Municipal Court, or to or from any special district under the control of the Board.

Range Numbers

The unique number which designates each range in the salary table.

Reallocation

A change in the allocation of an individual position from one class to another.

Reappointment

The appointment, without using the referral process, of a current permanent/regular employee to:

1. a class previously held as a permanent employee, or
2. a related class on a comparable level with the previously held class, or
3. a lower paid class in the same class family as the previously held class.

The reappointment procedure applies to permanently authorized positions and excludes designated at-will, temporary, limited term positions and those positions created under Labor Code section 2922.

Amended 4/3/01; 01-140
Amended 6/14/11; 11-173

Reclassification

A process including reallocation of a filled position and the promotion, demotion or transfer of an employee occupying the position.

Reemployment

The appointment within a two (2) year period following separation, of a former permanent employee of the County who separated from County employment in good standing without resorting to the recruitment and referral process.

Reinstatement

The restoration of a dismissed employee to his/her former position or to a position having the same or a lower salary for which the employee is qualified, upon the order of the body or person having the lawful authority to order such reinstatement.

Resignation

The voluntary action of an officer or employee which separates him/her from County employment

Salary Table

The table of basic compensation rates established by the Board of Supervisors as a series of ranges which when related to the basic classification plan indicates the basic compensation for a class of positions.

Seasonal Employee

An employee who has been appointed to a seasonal position.

Seasonal Position

A budgeted position specifically authorized by the Board which normally requires the full-time services of an employee during certain parts of each year.

Separation

Any termination of employment.

Specification

The official description of a class including 1) the title, 2) a definition, 3) a statement of the duties and responsibilities, and 4) the employment standards, such as education, experience, knowledge, skills, and abilities which may be required of applicants.

Employment Status

The condition of an employee's present appointment, such as temporary, seasonal, permanent, part-time or full-time.

Suspension

The involuntary temporary removal from employment of an employee imposed by the appointing authority in conformity with sections titled "Suspension Without Pay" and/or "Suspension with Pay" of this resolution.

Temporary Assignment

Any assignment which is of a limited duration, with a planned end date, and which is paid from the temporary employees line of the budget.

Amended 6/14/11; 11-173
Amended 7/20/21; 21-213

Temporary Employee

An employee appointed to a temporary assignment with a planned end date.

Amended 6/14/11; 11-173
Amended 7/20/21; 21-213

Transfer

a) A voluntary change of class of an employee to a class with the same or lower salary range

   OR:

b) Any movement of an employee from a position in one department to a position in the same class in another department.

Amended 2/18/03; 03-063

Vacant Position

Any permanent or seasonal position which has been authorized by the Board and is unfilled.

Y-Rate

A rate of pay above the highest step or which falls between the steps in the salary range as authorized by the Administrative Officer in accordance with the Personnel Policies and Practices Resolution.

VI. EMPLOYEE / BARGAINING UNITS

Unit A

General Safety representation unit as designated by the Board and the Administrative Officer.

Unit AOS

Operations General Safety representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit B

Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit B-OSS

Operations Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit C

Safety Management representation unit as designated by the Board and the Administrative Officer.

Unit D

Public Defender's representation unit as designated by the Board and the Administrative Officer.

Unit E

Prosecutor's representation unit as designated by the Board and the Administrative Officer.

Unit F

General Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit G

County Counsel's representation unit as designated by the Board and the Administrative Officer.

Added 1/23/07; 07-001

Unit H

Health Care Employees representation unit as designated by the Board and the Administrative Officer.

Unit J

General Employees representation unit as designated by the Board and the Administrative Officer.

Unit K

Social Services Employees representation unit as designated by the Board and the Administrative Officer.

Unit L

Probation Managers representation unit as designated by the Board and the Administrative Officer.

Unit M

Probation / Juvenile Institution Officers representation unit as designated by the Board and the Administrative Officer.

Unit N

Probation / Juvenile Institution Supervisors representation unit as designated by the Board and the Administrative Officer.

Unit O

Members of the Board of Supervisors.

Unit P

Unrepresented Board of Supervisors Executive Assistants as designated by the Board and the Administrative Officer.

Amended 8/28/18; 18-287

Unit Q

Park Rangers representation unit as designated by the Board and the Administrative Officer.

Unit R

Resident Physicians representation unit as designated by the Board and the Administrative Officer.

Unit S

Registered Nurses representation unit as designated by the Board and the Administrative Officer.

Added 7/27/10; 10-234

Unit SPD

Staff Nurse II Per Diem and Nurse Practitioner III – Per Diem representation unit as designated by the Board and the Administrative Officer .

Added 10/26/21; 21-374

Unit T

Temporary or Grant Employee representation unit as designated by the Board and Administrative Officer.

Unit U

Contract Physicians representation unit as designated by the Board and the Administrative Officer.

Added 7/27/10; 10-234

Unit UF

Unrepresented OB Fellows unit as designated by the Board and the Administrative Officer.

Added 07/07/2026; RES 26-105

Unit UX

Unrepresented Medical Service Line Director unit as designated by the Board and the Administrative Officer.

Added 12/13/2025; RES 25-177

Unit V

Park Rangers Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit X

Management representation unit as designated by the Board and the Administrative Officer.

Unit XL

Management representation unit – limited term as designated by the Board and the Administrative Officer and Loan Assigned Employees.

Added 9/17/05; 05-013

Unit Y

Executive Management representation unit as designated by the Board and the Administrative Officer.

Unit Z

Unrepresented Confidential unit as designated by the Board and the Administrative Officer.

Amended 6/8/04; 04-002
Added Units Q & V, deleted Units S & W, changed title: 6/8/04; 04-___
Added Unit L & XL: 9/17/05; 05-013

Unit ZX

Unrepresented Confidential Management unit as designated by the Board and the Administrative Officer.

Added 8/4/22; 22-279

A. SALARY AND BENEFITS

A.1 BASIC SALARY PLAN AND HOURLY CONVERSION

A.1.1 Salary Tables Established

The Salary ranges listed in Appendix A are hereby established as a basic salary plan and are applied to the classifications indicated in Appendix B, except where otherwise shown in that Appendix. Where any monthly salary established herein is to be converted to an hourly rate, the hourly conversion column shall be used.

A.1.2 Salary Ranges Applied to Classes

For each class there is hereby established the salary range number corresponding to a salary rate specified in Appendix A and/or an hourly, monthly, or annual salary rate shown in Appendix B.

A.1.3 Establishment of Pay Periods

Salaries earned shall be paid on the basis of payroll periods ending on Friday, July 5, 1974, and every two weeks thereafter; payments to be made on or before the Friday following the close of each payroll period. If a payday falls on a holiday, payment will be made on the Thursday before, if reasonably possible.

A.1.4 Method of Compensation

Permanent and seasonal employees shall be compensated at an hourly, daily or monthly rate of pay as determined by and in accordance with the rate of pay established in Appendix B, of this Resolution, or in the Salary Resolution or Memorandum of Understanding applicable to their position classification.

The hourly or daily method of compensation shall be applied only upon approval by the County Administrative Officer.

Employees shall, for each two (2) week period, receive a salary based on the biweekly salary as set forth in the Salary Tables applicable to their position classification.

Nothing in this section shall be construed as guaranteeing or establishing a minimum number of hours of work per week or a minimum amount of pay per biweekly pay period.

A.1.5 DELETED | Compensation for Temporary Employees

Deleted 3/9/99; 99-092

A.1.6 Compensation for Portion of a Pay Period

Any employee compensated at the monthly rate who works less than a full departmental pay period, except when on accrued vacation, paid-time-off, annual leave, holiday or paid sick leave, shall be compensated by allowing such employee one-tenth (1/10) of the biweekly pay for each day worked during the pay period. The biweekly pay amount conversion from a monthly flat rate shall be computed by multiplying the monthly rate by twelve (12) and dividing the result by twenty-six (26). However, such pay shall not exceed the employee's biweekly pay rate. Any employee compensated at the hourly or daily rate who works less than a full departmental pay period, except when on accrued vacation, paid-time-off, annual leave, paid sick leave or paid holiday, shall be compensated at the applicable hourly or daily rate provided in this Resolution.

A.1.7 Physicians' Salary Rates

The salary for physicians appointed to the classifications listed below shall be established within a broad range subject to the discretion of the Natividad Medical Center Chief Executive Officer.

Colon & Rectal Surgeon
Neurosurgeon
Trauma Surgeon
Urologist
Vascular Surgeon

The Natividad Medical Center Chief Executive Officer may offer a base salary (salary before benefits) up to the 50th percentile of the current salary range for the classification to individuals in the classifications listed above. Or where it is deemed reasonable and necessary, with approval of the Board of Supervisors, the Natividad Medical Center Chief Executive Officer may offer a base salary (salary before benefits) above the 50th percentile.
In determining the appropriateness of placing an employee above the 50th percentile, the following criteria should be considered:

a) Credit for experience: The person has prior years of applicable and related experience, from which the County will benefit.
b) Difficulty of recruitment: There is a scarcity of applicants that meet the employment standards.
c) Reduction in pay: The person would receive a pay cut.
d) Employment negotiation: The person would not accept the position without the higher base salary.
e) Employment retention: The ability of the County to retain the employee will be enhanced if a higher base salary is offered.

Deleted 4/29/08; 08-017
Added 3/21/17; 17-095
Amended; 23-365

A.1.8 Trainee Salary Range

a) All positions except those at Natividad Medical Center
All classes included herein, may be underfilled by a special class of Trainee under a County operated training program or an on-the-job training assignment. Such underfilling shall require approval of the Assistant CAO-Human Resources and shall be specifically limited to employees undergoing training. The salary paid such employees shall be specifically limited to employees undergoing training. The salary paid such employees shall be ten percent (10%) below the salary range provided herein for employees in the class for which training is being given. The title of such employees shall be the job title provided herein dash (-) Trainee.

If an employee transfers into a 'Trainee' class, and the employee's former salary range falls between the new class' actual and 'Trainee'

(-10%) salary ranges, the appointing authority may set the transferred employee's 'Trainee' salary according to the following criteria:

The employee's salary placement must be an amount between the new class' actual and 'Trainee' (-10%) salary ranges.

The employee's salary placement cannot exceed the employee's former salary.

Amended 2/18/03; 03-062

b) Natividad Medical Center
New Employee Training Policy - All classes included herein may be under filled by a special class of Trainee under a County operated training program or an on-the-job training assignment. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, such under filling shall require approval of the Natividad Medical Center Chief Executive Officer and shall be specifically limited to employees undergoing training. The salary paid such employees shall be specifically limited to employees undergoing training. The salary paid such employees shall be ten percent (10%) below the salary range provided herein for employees in the class for which training is being given. The title of such employees shall be the job title provided herein dash (-) Trainee.

Current employee Training & promotional opportunity - If an employee transfers into a classification, and the employee's former salary range falls between the new class actual and -10% of the their new classification's salary ranges, the appointing authority may set the transferred employee's 'Trainee' salary according to the following criteria:

The employee's salary placement must be an amount between the new class' actual and 'Trainee' (-10%) salary ranges.

The employee's salary placement cannot exceed the employee's former salary.

Amended 2/18/03; 03-062
Amended 4/29/08; 08-017

A.1.9 Y-Rates
Except as specifically prohibited elsewhere, when an employee is reclassified or demoted to a class with a lower salary range than the salary range of his/her current class, he/she may be Y-rated.

"Y-rating" is a procedure whereby an employee who is reclassified or demoted to a class having a lower salary range than his/her current class may retain his/her current salary after the reclassification to the lower class.

The employee's salary at the time of the Y-rate shall not increase until such time as the maximum salary of the class to which the employee was reclassified exceeds the employee's salary.

When an employee's current rate of pay falls between the step authorized for the lower paid class, he/she shall continue to receive the current rate of pay until such time as an authorized increase in pay or step increase can be granted which places the employee at a step in the range without increasing his/her salary by an amount more than that normally provided by the salary increase or step advancement.

The Deputy CAO - Human Resources shall approve or deny a Y-rate for an employee who is reclassified to a lower class. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the Chief Executive Officer may approve such action for employees employed by Natividad Medical Center. Y-rating is not subject to the grievance procedure.

The salary on Y-rate shall be only the rate of pay in effect for the employee's class and step on the day prior to the effective date Y-rate action, as shown in Appendices A and B of the Personnel Policies and Practices Resolution. Shift differential shall be paid in addition to the Y-rate when the employee's assignment qualified for such pay. Such other differentials as "Bilingual," "Certified Court Interpreter," "Float," and "Charge Pay" shall not be added to the Y-rate.

A.1.10 Confidential (Z Unit) and Board of Supervisors Executive Assistants (Unit P) Salary Adjustments, Benefits and Leave Provisions
All classifications assigned to employee Units P and Z shall receive the same general benefits (including but not limited to annual leave and cash out of annual leave provisions) and salary adjustments (including step increases), in accordance with those negotiated by the Supervisory (F) and General (J) Units (Unit P follows Unit J, and Unit Z follows Unit J except for supervisory classification which follow Unit F). Natividad employees in Unit Z classifications shall receive Paid Time Off in accordance with applicable Memorandum of Understanding.

Added 7/19/88; 88-388
Amended 7/1/01; 01-289
Amended 7/27/10; 10-234
Amended 6/24/20; 20-109

A.1.11 Non-Elected Unit Y Salary Steps
With the exception of broadbanded classifications, effective January 8, 2005, the County of Monterey establishes a salary step plan for Unit Y classifications as follows:

Salary Step Plan for Unit Y						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-	+5.5%	+5.5%	+5.5%	+5.5%	+5%	+5%

Effective the first full pay period following January 1, 2005, and each calendar year thereafter, any additional salary steps granted to Bargaining Unit J and F shall be granted to non-elected employees in Unit Y at the same percentage as granted to those same bargaining units.

Amended 12/5/06; 06-018
Amended to exclude broadbanded: 2/14/12; 12-036

A.1.11.1 General Provisions

The salary for employees appointed to broadbanded classifications shall be established in the broad range subject to the discretion of the appointing authority based on the following and market factors of the applicable survey classification. The first step of the salary range is the minimum rate and shall normally be the rate paid to an employee upon appointment to a classification in Unit Y. In cases where it is deemed reasonable and necessary, the County Administrative Officer may make an appointment up to Step 3, or the Board of Supervisors may authorize an appointment up to Step 4. Advancement to Steps 5, 6 and 7 is restricted to time in grade.

In determining the appropriateness of placing an employee above Step 1, the following criteria should be considered:

a) Credit for experience: The person has prior years of applicable and related experience, from which the County will benefit.
b) Difficulty of recruitment: There is a scarcity of applicants that meet the employment standards as demonstrated through recruitment efforts.
c) Unusual qualifications: The applicant possesses knowledge, abilities or skills which are necessary to provide needed services and which are unusual in the applicant population and normally have been acquired through substantial specialized training or experience.
d) Reduction in pay: The person would receive a pay cut.
e) Employment negotiation: The person would not accept the position without the advanced step placement up to Step 3.
f) Employee retention: The ability of the County to retain the employee will be enhanced if an advanced step placement is given.
g) Budget implications: Short and long term.

Amended 12/5/06; 06-018

A.1.11.2 Increases within Salary Range

Effective January 1, 2022, an employee will be eligible for advancement to the next higher step in the salary range of his/her classification upon completion of twelve (12) months of continuous service in his/her classification in a full-time permanently authorized position. The date of eligibility for advancement of a Unit Y employee to a higher step shall be determined by the time served since the employee's most recent date of appointment to his/her current step.

Within the first twelve (12) months of continuous service in a full-time permanent authorized position, an appointing authority may grant advancement to the next higher step up to step three (3) for Unit Y employees placed at salary step one (1) or two (2) of the salary range of their classification. In determining the appropriateness of advancing an employee above the initial step, the appointing authority should consider the criteria used for determining initial step placement.

The step advancement shall be effective at the beginning of the pay period within which the employee becomes eligible for the step advancement. If the County Administrative Officer determines that an employee failed to receive a step advancement on the date on which he/she was otherwise eligible due to administrative or clerical error, the Auditor-Controller is authorized and directed to pay the employee the amount he/she would have received if the error had not been made. An employee in a broadbanded classification shall not be eligible for regularly scheduled step increases. Rather, the salary of such an employee shall be adjusted upward or downward in the broad range subject to the discretion of the appointing authority based on performance and/or market factors of the applicable survey classification.

Added 12/5/06; 06-018
Amended 9/25/07; 07-029
Amended 6/14/11; 11-173
Amended re broadbanded: 2/14/12; 12-036
Amended; 2/08/22; 22-050
Amended 4/18/23; 23-136

A.1.11.3 Adjustment of Step Eligible Date

A unpaid leave of absence by an employee, which exceeds thirty (30) calendar days, shall not constitute service for advancement to the next highest step. An employee's date of eligibility for advancement to a higher step shall be advanced the number of days of unpaid leave of absence in excess of thirty (30). An exception to this subsection shall be made for

any leave of absence granted for injuries or illness suffered by an employee in the course of County employment, provided the employee is drawing temporary disability for such injuries or illness under workers' compensation. In such instances, the employee's eligibility date for step advancement shall not be adjusted.

Added 12/5/06; 06-018
Amended 7/27/10; 10-234

A.1.11.4 "Acting" Appointments

Employees serving in an "acting" capacity shall not be eligible for a step advancement during the duration of the "acting" appointment.

When an employee is permanently appointed to a position in which he/she held an "acting" appointment without a break in service, he/she shall receive a minimum five percent (5%) increase in salary over the salary received in the class held prior to the "acting" appointment, in accordance with this Resolution. The salary used in computing the five percent (5%) increase shall be determined by including any step advancements he/she would have received in the class held prior to the "acting" appointment.

Upon approval of the Appointing Authority, the date of appointment for an employee who is appointed to a regular position in which he/she held an “acting” appointment without a break in service, may be effective the date the “acting” assignment began.

The new step advancement date of an employee who has served in a class in an "acting" capacity pursuant to the section of the Personnel Policies and Practices Resolution titled "Appointments" for a period of four (4) pay periods or more may be adjusted, as follows, upon approval of the County Administrative Officer, if said employee is appointed without a break in service on a permanent basis to the class in which he/she served in an "acting" capacity:

The NEW date of eligibility for step advancement may be adjusted by the number of days that the employee has served in an "acting" capacity. Said adjustment shall provide for the employee becoming eligible for step advancement on an earlier date than he/she otherwise would.

Amended 6/24/20; 20-109

a) Return from Acting Appointment

When a permanent employee is given an "acting" appointment and is subsequently returned to the permanent position he/she occupied immediately prior to receiving the "acting" appointment, without a break in service, said employee shall retain the same step eligible date as he/she had prior to the "acting" appointment. If said employee's step eligible date occurred while he/she was serving in an “acting” capacity, said employee shall receive the step advancement immediately upon return to the position held prior to the “acting” appointment.

Added 12/5/06; 06-018

A.1.11.5 Waiver for Unusual Circumstances

In any case where, by reason of unusual circumstances, rigid adherence to the principles related to salary adjustment set forth above would otherwise cause a manifest injustice, the Board of Supervisors may, upon written request of the County Administrative Officer, authorize the advancement of an employee to such step in the employee's salary range as the Board of Supervisors determines to be just and proper.

Added 12/5/06; 06-018

A.1.11.6 DELETED | Elected Department Head Flat Salary Rate

Deleted 12/5/06; 06-021
Moved 12/5/06; 06-021

A.1.12 Elected Department Head Flat Rate

Effective January 20, 2007, Section A.1.11 – Unit Y Salary Steps shall no longer apply to the Unit Y Elected Department Heads. The following provisions shall transition all Elected Department Heads to a flat rate fixed at the seventh (7^{th}) step of the salary range by January 20, 2010.

A.1.12.1 Annual Step Increases

Effective on the second full pay period in January 2007, Elected Department Heads shall advance one step in January of each year until they advance to the 7th step of the range as described in Section A.1.11.

Salary Step Plan for Unit Y						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-	+5.5%	+5.5%	+5.5%	+5.5%	+5%	+5%

The 7^{th} Step is the top step of the salary range; once this step has been reached by an incumbent, the range for that

classification will be abolished and the 7th step will be defined thereafter as a Flat Rate.

Note: Step advancements for Elected Department Heads are automatic and not subject to performance review by the County Administrative Officer or Board of Supervisors. Step advance is restricted to time in grade.

Added 12/5/06; 06-018

A.1.12.2 Newly Elected Department Heads

An Elected Department Head, who is elected or appointed prior to the first pay period in January 2010, shall be placed at the same step as that occupied by the lowest step Elected Department Head. Thereafter, advancement shall be in accordance with Section A.1.12.1 above. The 7th Step is the top step of the salary range; once an incumbent has reached this step, the range will be abolished and the 7th step will be defined thereafter as a Flat Rate.

Added 12/5/06; 06-018

A.1.12.3 Benefits and Salary Adjustments

Benefits and salary increases for Elected Department Heads shall include those relating to parity or equity, and benefit adjustments, as applied to appointed Department Heads. For the period which begins the second (2nd) full pay period of January 2007 and ends on December 31, 2009, cost of living adjustments may be granted to Elected Department Heads.

Added 12/5/06; 06-018

A.1.12.4 Flat Rate

Effective on the second pay period in January 2010, the salaries of all Elected Department Heads shall be set at the 7th step of the salary range and subsections A.1.12.1 - A.1.12.3 shall no longer be applicable.

The flat rate for each of the Elected Department Heads shall be set at the 7th step of the applicable salary range. From the second pay period in January 2010 forward, all newly elected or appointed elected Department Heads shall receive the established flat rate. Thereafter, benefits and salary increases for Elected Department Heads shall continue to include those relating to parity or equity, and benefit adjustments, as applied to appointed Department Heads.

Added 12/5/06; 06-018

A.1.13 Unit Y and ZX Salary Steps

Effective the first full pay period following January 1, 2005, and each calendar year thereafter, any additional salary steps granted to Bargaining Unit J & F shall be granted to job classes in Bargaining Unit Y and ZX.

Moved from A.1.12: 12/5/06; 06-02
Amended 03/18/25; RES 25-044

A.1.14 Unrepresented Executive Management (Unit Y) Salary Adjustments and Benefits

Effective January 28, 2023, all classifications assigned to employee Unit Y shall receive the same salary adjustments and general benefits, in accordance with those negotiated by the County Employee Management Association (CEMA) Unit X.

Added 1/24/23; 23-014

A.1.15 Unrepresented Confidential Management (Unit ZX) Salary Adjustments and Benefits

Effective December 31, 2022, all positions/classifications assigned to employee Unit ZX shall receive the same salary adjustments and general benefits, in accordance with those negotiated by the County Employee Management Association (CEMA) Unit X.

Added 1/24/23; 23-014

A.2 EMPLOYMENT AT STEP WITHIN SALARY RANGE

A.2.1 General Provisions

The first step of the salary range is the minimum rate and shall normally be the rate paid to an employee upon appointment to a class. In cases where it is deemed reasonable and necessary, the appointing authority may make an appointment at above the first step. In determining the appropriateness of placing an employee above the first step, the following criteria should be considered:

a) Credit for Experience: The person has prior years of applicable and related experience, from which the County will benefit.
b) Difficulty of recruitment: There is a scarcity of applicants that meet the employment standards as demonstrated through recruitment efforts.
c) Unusual qualifications: The applicant possesses knowledge, abilities or skills which are necessary to provide needed services and which are unusual in the applicant population and normally have been acquired through substantial specialized training or experience.
d) Reduction in pay: the person would receive a pay cut.
e) Employment Negotiation: The person would not accept the position without the advanced step placement.
f) Employee Retention: The ability of the County to retain the employee will be enhanced if an advanced step placement is given.

g) Current Workforce: The placement of an employee at an advanced step would not result in the employee being placed at a higher step than existing employees with similar training and experience.
h) Budget Implications: Short and long term.

Amended 3/9/99; 99-092

A.2.2 DELETED | Sheriff's Deputies' and Correctional Officers' Lateral Entry

Deleted 3/9/99; 99-092

A.2.3 Deputy Sheriff-Operations and Deputy Sheriff-Corrections Intradepartmental Transfers
The Sheriff is hereby authorized to receive, consider and approve requests for transfer from employees in the classification of Deputy Sheriff - Corrections to Deputy Sheriff - Operations or vice versa.

Added Section A.2: 12/13/88; 86-608
Amended Section A.2.3: 4/11/00; 00-142
Amended Section A.2.3: 2/03/09; 09-001

A.2.4 Difficult to Recruit Positions - Placement Above the Salary Range – Applicable only to the Peace Officer Series in the Sheriff's Office, the Elections Services Specialist in the Elections Department and the Worker's Compensation Manager position in the County Administrative Office – Risk Management Division.

Except as otherwise provided in this Resolution, a new employee shall be appointed at the first step of the salary grade. Section A.2.1 addresses advancement within the salary range for difficult to recruit positions. Section A.2.4 addresses advancement beyond the existing salary range when specific criteria are met and permits adjustments for other members of the same classification within the same department.

a) Application of A.2.4
Labor market conditions may occasionally make it difficult to recruit for certain classifications. In such cases, recruitments are opened and either: (1) no suitable candidates are identified; or (2) suitable candidates are identified, but do not accept offers of employment even at the top step of the relevant salary range.

1) Unsuccessful Recruitments
An unsuccessful recruitment is defined as a recruitment that was opened and did not result in any offers of employment to applicants, because no suitable candidates were identified in the examination process. Not all unsuccessful recruitments qualify for the provisions of this section; the recruitment must qualify under subsection (c) below. The intent of this section is to allow subsequent recruitments to open offering a stipend above and

beyond the base salary, where it is established that the recruitment was unsuccessful because the salary range is too low.

2) Unsuccessful Offers of Employment
An unsuccessful offer of employment is defined as an offer at the highest allowable step of the salary range that is declined by an applicant who has been identified as suitable through an examination process. Not all unsuccessful offers qualify for the provisions of this section; the recruitment must qualify under subsection (c) below. The intent of this section is to allow departments to offer a stipend above and beyond the base salary to a suitable applicant, where it is established that the offer was declined because the salary offered was too low and there are no other suitable applicants on the eligible list.

b) Relief for Unsuccessful Recruitments or Unsuccessful Offers
If the recruitment or offer qualifies as unsuccessful or the offer of employment is declined (as defined in subsection (a) above), the appointing authority may request that the CAO (or his or her designee) approve a recruitment stipend to be paid in addition to the highest step for a subsequent recruitment or for an additional job offer.

1) Unsuccessful Recruitments
Requests for relief for Unsuccessful Recruitments, if approved, will permit Departments to reopen a new recruitment with a stipend that is 5% (five percent) or 10% (ten percent) above the highest step of the classification.

2) Unsuccessful Offers
Requests for relief for Unsuccessful Offers will permit a Department to make an additional offer to a suitable candidate with a stipend that is 5% (five percent) or 10% (ten percent) above the highest step of the classification.

c) Evaluation Criteria
It is recommended that Departments consider the criteria outlined below when submitting requests for the relief provided in this section.

Departments seeking relief under the provisions of this section should support the request with relevant information, which includes but is not limited to the following factors: (1) Whether previous recruitments for the same classification have been unsuccessful; (2) Whether there is evidence of a workforce shortage (of applicants) in the particular classification; (3) Whether the current salary range is not competitive within the relevant market and why; (4) Whether previous offers at the highest permissible step in the salary range have been unsuccessful; and (5) Vacancy rate data relating to the specific classification.

d) Adjustments to Department Incumbents in the Same Classification
In the event the CAO or his/her designee authorizes a position be granted a stipend, the CAO or his/her designee may also grant the same stipend to all current permanent full-time or part-time employees serving in the same classification within the Department under the following guidelines.

1) All permanent (or regular) full-time or part-time employees assigned to the affected classification in the specific agency or department, who have completed one year of service at the top step of the salary grade for that specific classification shall, upon review of their qualifications and satisfactory performance, be granted a stipend in the same amount as that granted under Section (b).

2) All permanent full-time or part-time employees assigned to the affected classification in the specific agency or department, who have completed one year of service below the top step of the salary grade for that specific classification may, upon review of their qualifications and satisfactory performance, may be granted a stipend in the same amount as granted under Section (b).

3) Unless the circumstances justify otherwise, no stipend shall be granted to any current employee until a recruitment has been opened with the stipend and a suitable candidate identified during the examination process has been extended an offer of employment AND has accepted the offer of employment. Once a candidate has been employed with the stipend, the CAO or his/her designee may grant the same stipend to current permanent full-time or part-time employees serving in the same classification.

e) In the event the CAO or his designee determines that the circumstances have changed, and the conditions supporting the request for relief (under subsection (c)) no longer exist, the CAO shall declare the provisions of this section inoperable for such affected classifications and the salary and stipend for the classification will be frozen.

The stipend will cease at such time as the top step of the current salary exceeds the employee's frozen base salary plus stipend.

For example:
Base salary on the date the stipend was awarded: $10.00
5% stipend$0.50

	Year 1	**Year 2**	**Year 3**	**Year 4**
Action		***3% COLA***	***3% COLA***	***3% COLA***

		Market catches up – stipend plus base frozen at $10.84	*The new base salary of $10.61 is less than $10.84)*	*The new base salary of $10.92 is greater than $10.84.*
Base Salary	*10.00*	*10.30*		*10.92*
Stipend	*.50*	*.54*		*.00*
Employee receives	*10.50*	*10.84*	*10.84*	*10.92 (Employee is granted increase to $10.92)*

When the base salary exceeds $10.84 the employee will receive an increase to base salary. (It is the intent that the stipend will cease in the same manner as described in the Y-rating sections.)

f) Limitations:

1) Application of the provisions of this section shall not be automatic nor shall such a determination have any bearing on the same or similar classifications within the Agency or Department or any other Agency or Department with similar classifications.

2) Application of the provisions of this section may be dependent on or limited by available financing within the department.

3) Provisions of this section may apply notwithstanding the provisions of Section A.2.1 or other provisions of this Resolution governing step placement of new hires.

4) This policy is applicable only to the peace officer series within the Sheriff's Office, the Elections Services Specialist in the Elections Department and the Worker's Compensation Manager position in the County Administrative Office – Risk Management Division.

Added Section A.2.4: 1/15/08;
Amended 3/25/08; 08-011
Amended to add Elections 2/23/10; 10-040
Amended to add W/C Mgr 5/24/11; 11-157

A.3 SPECIAL APPOINTMENT PROVISIONS FOR NURSING PERSONNEL

A.3.1 DELETED | Third Step Appointment of Nurses

Deleted 3/9/99; 99-092

A.3.2 Appointment of Part-Time Administrative Nurses at NMC

The NMC - Chief Executive Officer is hereby authorized to employ Registered Nurses on a part-time basis to provide Nursing Department supervision on the Administrative Nurse/House Supervisor level when it is not possible to recruit sufficient full-time employees to staff all of the above categories of budgeted positions.

Permanent Registered Nurses currently employed at Natividad Medical Center are hereby authorized to be employed as part-time Administrative Nurse/House Supervisor, in addition to their regular appointment, and shall be compensated for said duty as performed at the appropriate step on the salary range, or at their current rate, whichever is higher.

Amended 3/9/99; 99-092
Amended 4/29/08; 08-017

A.3.3 Appointment of Pre-Registered Nurses
The NMC - Chief Executive Officer is hereby authorized to employ graduate nurses, and persons holding interim permits to practice nursing under the provisions of Section 2732.1 of the California Nursing Practice Act, in the classification of Staff Nurse I. Any nurse so employed who fails to receive registration from the State of California may continue employment in another class for which qualified.

Amended 3/9/99; 99-092

A.3.4 Appointment of Pre-Licensed Vocational Nurses
The NMC - Chief Executive Officer is hereby authorized to employ graduate vocational nurses and out-of-state vocational and/or practice nurses awaiting licensure from the State of California in the classification of Nursing Assistant. Any vocational/practical nurse so employed who fails to receive licensure from the State of California may continue employment as a Nursing Assistant at the first step, or in another class for which they are qualified.

Amended 3/9/99; 99-092

A.3.5 DELETED | Part-Time Per Diem Relief Nurse Compensation

Added 4/16/86; 86-250
Deleted 6/10/03; 03-226

A.4 INCREASES WITHIN SALARY RANGE

A.4.1 Eligibility for Step Advancements
An employee will be eligible for advancement to any higher step in a salary range of his/her class upon completion of each year of continuous service in his/her class in a full-time permanent or seasonal position. The County Administrative Officer may, upon written request of the department head, authorize the step advancement of an employee on a date other than the step eligible date when he/she deems it to be in the best interest of the County. 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.

During an employee's initial probationary period in that class, the appointing authority may grant advancement to any higher step in the salary

range. In determining the appropriateness of advancing a probationary employee above the initial step, the appointing authority should consider the criteria used for determining initial step placement.

The step advancement shall be effective at the beginning of the pay period within which the employee becomes eligible for the step advancement.

If the County Administrative Officer determines that an employee failed to receive a step advancement on the date on which he/she was otherwise eligible due to administrative or clerical error, the Auditor-Controller is authorized and directed to pay the employee the amount he/she would have received if the error had not been made.

The granting of step increases shall be based on satisfactory performance and continuing job-related development by each employee. It shall be the prerogative of an appointing authority to withhold any employee's step increase upon his/her finding lack of satisfactory performance of normal job-related development by an employee. Withholding of step advancement shall not change the step eligible date.

An employee in a broadband classification, in unrepresented units, shall not be eligible for regularly scheduled step increases. Rather, the salary of such an employee shall be adjusted upward or downward in the broad range subject to the discretion of the appointing authority based on performance and/or market factors of the applicable survey classification.

Amended 11/13/01; 01-438
Amended 4/29/08; 08-017
Amended 5/05/15; 15-105

A.4.2 Date of Step Advancement

The date of eligibility for advancement of a permanent or seasonal employee to a higher step in a salary range shall be determined by the employee's most recent date of appointment or reemployment to his/her current class. Each time an employee receives a permanent appointment, regardless of the nature of the appointment (i.e., original appointment, demotion, transfer, promotion, reclassification, reemployment, reinstatement, etc.), to a different class, eligibility for step advancement will be the date of appointment to the new current class. Notwithstanding the foregoing, the transfer of an employee to a position in the same class shall not affect the step eligible date.

Amended 2/18/03; 03-063

A.4.3 Evaluation

An evaluation of eligibility for advancement to the highest step will occur at least three (3) months prior to the employee's step eligible date. If the employee's performance is found lacking, additional instruction and experience will be recommended and/or provided by the appointing

authority. The appointing authority shall confirm this evaluation in writing to the employee if there is need for improvement. Failure to provide notice of reasons for withholding advancement to the highest step at least three (3) months prior to the step eligible date, due to an administrative omission, shall not preclude withholding of such advancement.

Amended 7/31/01; 01-320

A.4.4 DELETED

Deleted 7/31/01; 01-320

A.4.5 Adjustment of Step Eligible Date

An unpaid leave of absence by an employee which exceeds thirty (30) calendar days shall not constitute service for advancement to the next highest step. An employee's date of eligibility for advancement to a higher step shall be advanced the number of days of unpaid leave of absence in excess of thirty (30). An exception to this subsection shall be made for any leave of absence granted for injuries or illness suffered by an employee in the course of County employment, provided the employee is drawing temporary disability for such injuries or illness under workers' compensation. In such instances, the employee's eligibility date for step advancement shall not be adjusted.

Amended 7/31/01; 01-320
Amended 7/27/10; 10-234

A.4.6 Step Eligible Dates - "Acting" and Working Out of Class Appointments

a) Acting Appointment

Employees serving in an "acting" capacity shall not be eligible for a step advancement during the duration of the "acting" appointment.

The new step advancement date of an employee who has served in a class in an "acting" capacity pursuant to the section of the Personnel Policies and Practices Resolution titled "Appointments" for a period of four (4) pay periods or more may be adjusted, as follows, upon approval of the Deputy CAO - Human Resources, if said employee is appointed without a break in service on a permanent basis to the class in which he/she served in an "acting" capacity. Pursuant to the NMC HR MOU Regarding Deletion of HR Functions, the NMC Chief Executive Officer may approve such adjustment for employees employed by Natividad Medical Center.

The NEW date of eligibility for step advancement may be adjusted by the number of days in excess of sixty (60) calendar days that the employee has served in an "acting" capacity. Said adjustment shall provide for the employee becoming eligible for step advancement on an earlier date than he/she otherwise would.

When an employee is permanently appointed to a position in which he/she held an "acting" appointment without a break in service, he/she shall receive a minimum five percent (5%) increase in salary over the salary received in the class held prior to the "acting" appointment, in accordance with section A.4.1 of this Resolution. The salary used in computing the five percent (5%) increase shall be determined by including any step advancements he/she would have received in the class held prior to the "acting" appointment.

b) Working Out of Class Assignment
An employee in Units F, J, H and K who has been given a working out of class assignment pursuant to the provisions of section A.5.7 shall retain his/her eligible date, but shall not be eligible for a step advancement during the "working out of class" assignment.

c) Return from Acting Appointment or Working Out of Class Assignment

When a permanent employee is given an "acting" appointment or "working out of class" assignment and is subsequently returned to the permanent position he/she occupied immediately prior to receiving the "acting" appointment, without a break in service, said employee shall retain the same step eligible date as he/she had prior to the "acting" or working out of class appointment. If said employee's step eligible date occurred while he/she was serving in an "acting" or "working out of class" capacity, said employee shall receive the step advancement immediately upon return to the position held prior to the "acting" or working out of class appointment.

d) Nothing in this section shall serve to reduce the probationary period established pursuant to the Personnel Policies and Practices Resolution. The provisions of this section shall not apply to temporary assignments made pursuant to any memorandum of understanding or section A.5.7 of this Resolution.

A.4.7 Step Advancement for Temporary Employees
A temporary employee may be advanced within a salary range, based on the number of hours worked without a break in service. To be eligible for advancement to a higher step, a temporary employee must have completed one (1) continuous year and two thousand eighty (2080) hours of service in his/her class. Eligibility for step increases for a temporary employee appointed to permanent positions shall be determined by his/her date of permanent appointment. It shall be the prerogative of an appointing authority to grant step advances to temporary employees.

Amended 7/31/01; 01-320

A.4.8 Step Advancement for Part-time Permanent Employees

A part-time permanent employee may be advanced within a salary range based on the number of hours worked. To be eligible for advancement to any higher step, a part-time permanent employee must have completed one (1) continuous year and two thousand eighty (2080) hours of service in his/her class. Eligibility for step increases for part-time permanent employees shall, from the date of change to part-time status, be calculated based on the completion of an equivalent number of hours to that required of a full-time permanent employee. Such employees' step eligibility date shall continue to be calculated in this manner until the employee moves to a higher or lower paid class on a full-time basis. Eligibility for step increases for a part-time permanent employee appointed to a full-time permanent higher or lower paying new classification shall be determined by his/her date of appointment to the full-time position.

Amended 7/31/01; 01-320

A.4.9 Waiver for Unusual Circumstances

a) In any case where, by reason of unusual circumstances, rigid adherence to the principles related to salary adjustment set forth in Section A.4. or Section A.5. would otherwise cause a manifest injustice, the County Administrative Officer may, upon written request of the department head, authorize the advancement of an employee to such step in the employee's salary range as the County Administrative Officer determines to be just and proper.

b) Notwithstanding any other provision of this Resolution, the County Administrative Officer may authorize the advancement of employees to the next step in their salary range when all of the following conditions exist.
   1) An employee has been demoted to a class with a lower salary range in lieu of layoff through no fault of the employee;
   2) Said employee has been reinstated to his/her original class; and
   3) Said employee would have been entitled to step advancement in the original class if the time said employee spent serving in the lower class had been spent serving in his/her original higher class.

Amended 3/9/09:

A.4.10 Step Eligible Date – Deputy Sheriff Transfers

Upon the transfer of employees in the classification of Deputy Sheriff – Corrections to Deputy Sheriff – Operations or vice versa, the Sheriff may approve the reinstatement of the employee to the step advancement date of the previously held class.

Added Section A.4.10: 4/11/00; 00-142

A.5 SALARY ON CHANGE OF CLASS OR POSITION

A.5.1 Salary on Change to Higher Class

The salary of an employee who is promoted or reclassified to a class having a higher salary range shall be adjusted to the first step of the new salary range or to the next higher step which provides a minimum of five percent (5%) salary increase.

Except as provided below, it is the intent of the Board of Supervisors that employees receive an increase of not less than five percent (5%) or Step 5, whichever is less, as a result of a promotion or reclassification to a higher salary range.

In cases where a current County employee competes for a vacant position in a class with a higher salary range than his/her current position, and he/she is referred to an Appointing Authority, and he/she is selected to fill the position, Section "A.2.1 General Provisions" of "Employment at Step Within Salary Range" of this Personnel Policies and Practices Resolution may be applied to determine rate of pay upon appointment to the new class.

In cases where as a result of reclassification an employee is being promoted into a class directly from a "working out of class" status for a period of one (1) year and has not received an increase in salary per the provisions of section A.4.6 and, as a consequence, will not receive an increase at the time of his/her promotion under the provisions of the first paragraph of this section, the Deputy CAO - Human Resources at his/her discretion may authorize placement in the range of the class to which the employee is being reclassified which would provide an increase of up to five percent (5%) above the salary received while "working out of class." Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the NMC Chief Executive Officer may approve such placement for employees employed by Natividad Medical Center.

If an employee is being paid at a Y-rate and is promoted as a result of reclassification to a class which has a pay range exceeding the Y-rate amount, the five percent (5%) minimum increase shall not apply. Instead, the employee's salary shall be adjusted to the lowest step in the new range which provides an increase in salary.

Amended 7/11/95; 95-301

A.5.1.1 Salary on Change to Broadbanded Class

An employee reclassified to a broadbanded class shall not be considered to have been reclassified into a higher classification. Such employees' compensation shall be reestablished in the broad range based on his/her salary at the time of the Board action and subject to the discretion of the

appointing authority based on performance and/or market factors of the applicable survey classification.

Added 2/14/12; 12-036

A.5.2 Benefits on Class Change to Representation Unit With Greater Benefits

When an employee is promoted or is reclassified to a classification having benefits of overall greater value than the benefits assigned to his/her former class, effective the date of the change of class:

a) The employee will receive the benefits of the new class.
b) All benefits assigned to the old class will terminate except that existing leave balances will be maintained or converted if applicable.

A.5.3 Salary on Change to Lower Paid Class

When an employee covered by the provisions of this agreement is demoted or his/her position is reclassified to a class having a lower salary range, the appointing authority may:

a) Assign the employee to a step in the new (lower) range which is equal to or lower than the salary rate the employee was receiving in the old (higher) class; or

b) Place the employee at a Y-Rate. Under Y-Rate, the employee's Y-Rate salary (current salary) stays in effect until either:
   1) The range of the new (lower) is increased causing the step (immediately below the employee's Y-Rate salary) to meet or exceed the employee's Y-Rate salary; in which case the employee will be placed in that step, or

   2) The employee's step eligible date occurs, in which case the employee will be moved to the next higher step in the range of his/her new class which is above the Y-Rate salary.

      Having now been assigned to a step in the new (lower) classification, the employee will be advanced to the next step as provided in the sections of this Resolution governing step advancements, demotions and reclassification.

A.5.3.1 Salary on Reassignment

If an employee voluntarily accepts reassignment to another County position of equal or lower pay for which he/she meets the minimum qualifications, and such reassignment is deemed by the County Administrative Officer to be in the best interest of the County, salary and benefit placement will be made in accordance with the County's regular Y-rating procedures.

Added:12/11/01; 01-480

A.5.4 Benefits on Class Change to Representation Unit With Lesser Benefits

When an employee is:

a) Involuntarily demoted or reclassified; or the classification to which he/she is currently assigned is moved into a different representative unit,

AND

b) His/her salary is Y-Rated, increased, or not changed

AND

The benefits assigned to the new class, or representation unit differ from and are of overall lesser value than the benefits assigned to his/her former class or representation unit, the employee will continue to receive the benefits assigned to the former class or representation unit (including any benefits modifications) for as long as his/her Y-Rate salary, as calculated under Section A.5.3 b) (Y-Rate), is in effect,

OR

for a maximum period of one (1) year from the date of change of class or representation unit.

On the applicable effective date, benefits assigned to the old class or representation unit will be discontinued and the employee will begin receiving only benefits assigned to the new class.

At no time during the term specified above will there be any duplication or pyramiding of benefits.

A.5.5 Step Increase and Change of Class

In the event that a promotion, reclassification, or salary adjustment is to be effective on the same date that an employee is eligible for consideration for a step increase, he/she shall, if approved, receive the step increase prior to calculation of salary effective upon promotion, reclassification or salary adjustment.

Amended 7/11/95; 95-301

A.5.6 Effective Date of Personnel Actions

Promotions, demotions, reclassification, transfers, changes in normal hours worked, additional or deletion of pay differentials and changes in status shall be made effective only at the beginning of a pay period unless the County Auditor-Controller, after receiving a statement of necessity from the appointing authority, approved another effective date. This restriction shall

not apply to appointment of employees in the classes of Staff Nurse I and Resident Physician I/II/III.

Amended 4/29/08; 08-017

A.5.7 Temporary Working Out of Class Assignment

Effective April 1, 2023, when an employee 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; 23-326

A.5.8 Salary on Reappointment

An employee reappointed to a previous class may be placed at any step of the salary range up to the step the employee held when s/he left the previous class. An employee reappointed to 1) a lower paid class in the same class family as the previous class, or 2) a related class on a comparable or lower salary level with the previous class, may be placed at any step which does

not exceed the current salary level of the step the employee last held in the previous class. Eligibility for step advancement shall be based upon the date of an employee's reappointment.

Amended 4/3/01; 01-140

A.6 SALARY ON TRANSFER

An employee who transfers from one position to another in the same class or to another class having the same salary range may, upon the approval of the appropriate appointing authority, be compensated at the same step in the salary range as he/she previously received and retain the same eligibility date for advancement to the next higher step.

Amended 2/18/03; 03-063

A.7 SALARY AND STATUS UPON REEMPLOYMENT

A permanent employee who has passed 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 they were promoted to a higher class, within the same class family prior to the completion of their initial probationary period, may also be considered for reemployment under this section upon approval of the 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 they previously held permanent status and from which they separated in good standing within two (2) years of such separation, upon recommendation of the appointing authority and approval of the 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 may upon recommendation of the appointing authority and approval of the 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 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; 23-326

A.8 OVERTIME

A.8.1 Overtime Discouraged
It shall be the policy of the Board to discourage overtime.

A.8.2 Overtime Approval
If, in the judgment of an appointing authority, extra hours are required for the accomplishment of County business, the appointing authority may authorize and require the performance of said extra hours.

A.8.3 Overtime Eligibility
All county job classes shall be designated as either 1) overtime eligible, or 2) overtime exempt. Each of the above categories shall be assigned a special code which shall appear beside each class as listed in the Personnel Policies and Practices Resolution Salary Listing. (Y=overtime eligible, N=not overtime eligible.)

A.8.4 Overtime Defined

A.8.4.1 General Employees' Overtime
For Unit Z, overtime shall be defined as time actually worked in excess of forty (40) hours in a work week except for those departments listed below for which overtime shall be defined as time actually worked in excess of eighty (80) hours in a pay period. In administering this article with respect to employees in Unit Z, time worked for purposes of determining eligibility for overtime shall include paid time in holiday, vacation or compensatory time off status. Those departments for which the overtime standard is eighty (80) hours in a pay period are:

- Natividad Medical Center
- Probation Department
- Sheriff's Department

Nothing in this section shall be construed so as to require an appointing authority to approve an employee's request for vacation or compensatory time off in a pay period or work week when overtime has been worked.

Amended 7/27/10; 10-234

A.8.4.2 Flex-time and Alternate Work Schedule Excluded
Notwithstanding the provisions of section A.8.4.1 above, employees who are working on a flex-time or alternate work schedule such as the 9-80 plan which requires work in excess of forty (40) hours in a work week, shall have overtime determined on the basis of time actually worked (unless, by virtue of an operative memorandum of understanding, some

other paid time may count as hours worked) in excess of eighty (80) hours in a pay period.

Further, in those situations where employees are allowed to work for one another, known as shift exchange or shift trading, no overtime liability shall accrue as a result of said shift trades or exchanges.

A.8.5 Overtime Compensation

The rate of overtime compensation shall be one and one-half (1-1/2) times the employee's regular base rate of pay except that the rate of overtime compensation may be modified pursuant to the specific terms of this section that specify that under certain circumstances the overtime rate for certain medical and safety classes shall be based on a lower classification (see A.8.5.2).

A.8.5.1 General Overtime Provisions

Except as otherwise provided herein, employees in overtime eligible classes, as designated by a "N" in the column titled "FLSA" on the classification table shall be compensated for overtime authorized by their appointing authority by either 1) compensatory time off at the rate of one and one-half (1-1/2) hours credit for each hour of overtime, or, 2) in cash at the rate of one and one-half (1-1/2) times the employee's base rate of pay.

The method of compensation shall be determined by the appointing authority after consultation with the affected employee, except that an employee in Unit Z shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash.

Removed Unit P: 4/16/86; 86-250
Amended: 8/26/86; 86-520
Amended 7/27/10; 10-234

A.8.5.2 Natividad Medical Center Overtime for Lower Class Assignment

When employees of Natividad Medical Center whose regular classes appear in the column on the left below are assigned to work overtime duties normally assigned to the classes listed in the column to the right below, the following shall occur: The employee shall be compensated at the overtime pay rate applicable to the highest step of the salary range of the lower paid class shown on the right below.

Employee's Regular Job Class	Applicable Lower Class
Administrative Nurse	Staff Nurse II
Senior Cardiopulmonary Technician	Cardiopulmonary Technician II
Senior Clinical Laboratory Scientist	Clinical Laboratory Scientist
Nursing Services Division Manager	Staff Nurse II
Senior Radiological Technologist	Radiological Technologist

Amended 1/15/02 (effective 1/26/02); A-08839
Amended 4/29/08; 08-017

A.8.5.3 DELETED | Special Overtime Provision for Relief Pharmacist

Deleted 04/29/08; 08-017

A.8.5.4 DELETED | Special Overtime Provisions for Communications Operations Manager

Deleted 7/27/10; 10-234

A.8.6 Reporting of Compensatory Time
Credit for compensatory time off for overtime eligible employees, excepting Park Ranger, shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and balance shall be kept on the employee's check stub. The use of compensatory time off shall be administered by the appointing authority in accordance with the applicable provisions of the memoranda of understanding with employee organizations in effect at the time the compensatory time is used.

A.8.7 Administrative Leave for Employees in Exempt Classifications
The use of administrative leave is the preferred means to compensation Exempt Employees for extraordinary work assignments. Eligible employees may receive the leave upon approval by their appointing authority or their designee in the event that County operations result in extraordinary work assignments for such employees. Such administrative leave shall not exceed sixteen (16) hours per pay period, or twenty-four (24) hours per pay period for employees working twelve (12) hour shifts. The County Administrative Officer may approve additional administrative leave with pay, upon written request from an employee's appointing authority showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this section shall be administered by the appointing authority but shall in no way establish any right to any type of overtime compensation for Exempt Employees, regardless of whatever records are

kept by the appointing authority. Notwithstanding the provision of this section, Exempt Employees may be eligible for extra compensation as set forth in Section A.8.9.

Amended 3/21/23; 23-100

A.8.8 Sheriff's Department Safety Employees' Limited

The Sheriff is authorized to grant up to two (2) working days of administrative leave with pay to a safety employee who within the course and scope of carrying out his/her duties seriously wounds or kills another person with the employee's authorized firearm if:

a) The employee fired the weapon in a situation authorized by department procedures for the purpose of protecting his/her life or the life of a third person; and
b) The Sheriff believes it to be in the best interest of the County to authorize leave with pay to the deputy involved; and
c) The discharge of the weapon was not accidental or for training purposes.

A.8.9 Additional Pay for Employees in Exempt Classifications

A.8.9.1 Compensation for Employees in Exempt Classifications under Emergency Situation

The provisions of Section 8.7 notwithstanding, Exempt Employees, but not including elected officials or employees in Unit Y, may become eligible to receive compensation for work authorized during specific emergency situations, but not including declared local, state or national emergencies or disasters as described in Section A.8.9.2, which require the extraordinary performance of services by such employees in order to protect life or property or to prevent a disruptive interruption of County services. The County Administrative Officer shall determine when such emergency situation exist. In such emergency situation, eligible Exempt Employees, at the discretion of the County Administrative Officer, may be compensated at the regular hourly-equivalent rate of pay for hours worked in excess of forty (40) hours in a work week or eighty (80) hours in a pay period. Emergency situation compensation pursuant to this section and at the option of the employee may be accrued as compensatory time off on an hour-for-hour basis or paid in cash at regular hourly-equivalent rate of pay. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the Hospital Chief Executive Officer may approve such action, with concurrence of the County Administrative Officer, for employees employed by Natividad.

Amended 4/29/08; 08-017
Amended 7/25/17; 17-287
Amended 7/09/19; 19-249

A.8.9.2 Compensation for Employees in Exempt Classifications under Disaster or Declared Emergency

Upon and during a declaration of Local Emergency by the County Administrative Officer or Board of Supervisors, or a State or National Emergency declared by the Governor or President and applicable in the County of Monterey, or the occurrence of a Disaster as defined herein, the County Administrative Officer or authorized designee may direct that compensation be paid for extra hours worked by Exempt Employees, but not including elected officials or employees in Unit Y. For purposes of this provision disaster is defined as a sudden event, such as an accident or a natural catastrophe, that causes great damage or loss of life. Eligible employees will be assigned to provide emergency special services outside of normal job duties for the protection of life, property and environment, or to prevent a significant interruption in County services. In such Emergency or Disaster, eligible Exempt Employees shall be compensated at their regular hourly-equivalent rate of pay for hours worked in excess of forty (40) hours in a work week or eighty (80) hours in a pay period. Compensation under this provision for Exempt Employees shall be processed in accordance with the Administrative Guidelines established by the County Administrative Officer and Human Resources Director.

Added 7/25/17; 17-287
Amended 7/09/19; 19-249
Amended 3/21/23; 23-100

A.8.9.3 California Disaster and Civil Defense Mutual Aid Agreement – Pay for Exempt and Non-Exempt Employees

Statewide mutual aid is voluntary aid provided between and among local jurisdictions and the State.

Effective November 1, 2018, when an outside jurisdiction governing body determines that their local emergency/disaster cannot be resolved by emergency management resources within their Operational Area, it is the responsibility of the governing body to request mutual aid from outside jurisdiction. Under the terms of the California Disaster and Defense Master Mutual Aid Agreement, it is desirable that all the resources and facilities of the State and local jurisdiction be made available.

Upon an authorized mutual aid request from governing body outside jurisdiction, the County Administrative Officer is authorized to provide resources including, but not limited to, facilities, equipment, and personnel to support the outside

jurisdiction's response to a proclaimed-local emergency/disaster.

Compensation shall be paid for all extra hours worked by exempt and non-exempt County of Monterey employees assigned to provide emergency special services for the protection of life, property and environment or to prevent significant interruption in services in response to an outside jurisdiction local emergency/disaster. In such Emergency/Disaster, employees in overtime exempt classes, shall be compensated at their regular hourly-equivalent rate of pay for hours worked in excess of forty (40) hours in a work week or eighty (80) hours in a pay period pursuant to applicable bargaining unit MOU or in accordance with Section A.8.4. In such Emergency/Disaster, employees in overtime eligible classes, shall be compensated at one and one-half (1-1/2) times their regular hourly-equivalent rate of pay for hours worked in excess of forty (40) hours in a work week or eighty (80) hours in a pay period pursuant to applicable bargaining unit MOU or in an accordance with Section A.8.4. Mutual Aid Proclaimed Local Emergency Pay for exempt and non-exempt employees and County reimbursement claims shall be processed in accordance with the Administrative Guidelines established by the County Administrative Officer and/or Human Resources Director.

Added 7/09/19; 19-249

A.8.10 Holiday Overtime

A.8.10.1 General Employees' Holiday Pay

All employees, except as provided below, who work on a holiday shall be entitled to compensatory time off (CTO) on an hour-for-hour basis for up to eight (8) hours for such work on a holiday, unless the employee is paid for the holiday in cash, in which case no compensatory time off shall be granted. The decision as to whether the compensation for working the holiday shall be in the form of CTO or cash shall be made by the appointing authority after consulting the affected employee(s). Overtime eligible employees who, on a holiday, work in excess of either eight (8) hours or their normal daily schedule, whichever is greater, shall be entitled to overtime compensation for the time worked in excess of eight (8) hours or their normal work day if greater.

A.8.10.2 Natividad Medical Center Employees' Holiday Pay

Notwithstanding the provisions of the section titled "General Employees Holiday Pay", all employees at Natividad Medical Center in the classification of Administrative Nurse shall be

paid one and one-half (1-1/2) times their base rate of pay for any hours worked on a regularly scheduled County holiday plus straight time compensation or straight time compensatory time off for the holiday.

Amended 4/29/08; 08-017

A.8.11 Compensatory Time Pay Off

An employee who terminates employment, takes a leave of absence without pay or military leave in excess of thirty (30) calendar days, is laid off, or retires and has compensatory time off accrued to his/her credit under the provisions of this Resolution, shall be paid for such compensatory time off in the manner provided in the section of this Resolution titled "Compensation for a Portion of a Pay Period."

A.9 SPECIAL PAY PRACTICES

A.9.1 Standby

A Department Head may place employees in their department on standby duty as required for operational necessity. Standby duty refers to a situation where a permanent or per diem off duty employee holds himself/herself available for immediate response as directed by management.

A.9.1.A Sexual Assault Forensic Examiner – Assignment Standby Pay

Permanent or Per Diem employees who are assigned to the role of Sexual Assault Forensic Examiner by the Department Headand are placed on standby duty in accordance with the rules and procedures established by the County for such duty shall be paid at the rate of $10 per hour while on standby duty. Sexual Assault Forensic Examiners are expected to report to the work site in accordance with their department policy or as determined by the Department Head.

Renumbered from A.9.1. 9/14/10; 10-257
Amended 3/26/13; 13-102
Amended 8/28/18; 18-270
Amended 07/07/2026; RES 26-105

A.9.1.2 In addition to the above, an Appointing Authority at Natividad may place per-diem off duty employees on standby duty. An employee who is required to hold him/herself available for immediate response to the Hospital (i.e. within 30 minutes) in the below-listed classes shall be compensated for standby pay at the rate of eighteen dollars ($18) per hour.

Nuclear Medicine Technologist – Per Diem
Radiologic Technologist – Per Diem
Interventional Radiologic Technologist- Per Diem
Sonographer – Per Diem
Cardiac Sonographer – Per Diem

Standby duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of "on duty" pay shall be paid when a per-diem employee in one of the above-listed classifications on standby status is called and reports for duty. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

Added 9/14/10; 10-257
Amended 5/24/22; 22-183
Amended 9/20/22; 22-363
Amended 07/07/2026; RES 26-105

A.9.2 Standby Pay Limited

No employee shall be paid for standby duty time while that employee actually is being paid for other compensable duty time.

Amended 4/29/08; 08-017

A.9.3 Call Back

A.9.3.1 General Call Back Provisions

Employees in Unit Z who are not on standby duty shall be credited with a minimum of two (2) hours of work when said employees are not otherwise being compensated and when following the completion of their workday and departure from their place of employment, they are unexpectedly called back and must report to a work site in response to a directive from management because of unanticipated work requirements.

Amended 4/29/08; 08-017

A.9.4 DELETED | Sonographer Special Per Incident Pay

Deleted 4/29/089; 08-017

A.9.5 Bilingual Skill Pay

A.9.5.1 Unit Z Bilingual Skill Pay

An employee in Unit Z, who meets specified conditions, shall be paid a bilingual skill pay differential as provided for in the applicable memorandum of understanding.

To be designated as "bilingual," a position shall require the use of a second language a regular and frequent basis.

A.9.5.2 Unit D and E Bilingual Skill Pay

An employee in Units D and E upon assignment by the Department Head, approval of the County Administrative Officer and successfully passing a proficiency test, shall be eligible for bilingual pay in the amount of twenty dollars ($20) per pay period.

A.9.5.3 Unit ZX Bilingual Skill Pay

An employee in Unit ZX, upon assignment by the Department Head, approval of the County Administrative Officer and successfully passing a proficiency test, shall be eligible for bilingual pay in the amount of forty-five dollars ($45) per pay period. 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.

Mgmt Paragraph added: 3/19/02; 02-096
Amended 4/29/08; 08-17
Amended 8/30/16; 16-230
Amended 1/24/23; 23-014
Amended 08/27/2024; RES 24-150
Amended 03/18/25; RES 25-044

A.9.6 Board of Supervisors Clerk Pay Premium

Effective November 18, 1989, the Board of Supervisors Clerk assigned as Clerk to the Assessment Appeals Board shall receive a two and one-half percent (2-1/2%) pay premium in addition to their base salary for the period of such assignment.

Added 11/21/89; 89-633

A.9.7 Water Resources Hydrologist and Engineer Professional Certification Premium

Individuals in Water Resources Hydrologist and Engineer classification series who earn State of California registration as Professional Engineer or Professional Geologist shall receive a five percent (5%) pay premium in addition to their base salary.

Added 1/8/91; 91-008
Amended 10/20/01; 01-429
Amended 3/03/15; 15-040

A.9.8 DELETED | Municipal Court Commissioner Pay Premium

Deleted 5/1/01; 01-173
Added 7/12/94; 94-304

A.9.9 Road Commissioner Pay Premium

The individual appointed by the Board as Road Commissioner, if the individual is a person other than the Public Works Director, shall receive an additional five percent (5%) premium in addition to his/her base salary.

Added Section 13.18: 5/8/90; 90-270
Amended 11/18/08; 08-037

A.9.10 DELETED | County Surveyor Pay Premium

Section 13.19 added: 5/8/90; 90-270
Deleted 7/18/17; 17-235

A.9.11 Temporary Communication Dispatcher Premium Pay

For reasons of operational necessity and upon the joint concurrence of the Director of Emergency Communications and the Assistant CAO – Human Resources & Employment Services, temporary employees in the Classification of Communication Dispatcher II or Communication Dispatcher III are eligible to receive Standby Pay in the amount of $2.55 per hour. This provision shall be subject to the same conditions set forth in provisions A.9.1 and A.9.2.

A.9.12 Special Training Pay

For reasons of operational necessity and upon the joint concurrence of the Director of Emergency Communications and the Assistant CAO – Human Resources & Employment Services, temporary employees in the classification of Communication Dispatcher II may be assigned to Special Training Duty. Special Training Duty refers to a specific assignment of limited duration in which the temporary employee teaches department-approved curriculum to a Communication Dispatcher I or II. Special Training Pay shall be 5% of the employee's base pay and shall not be subject to pyramiding.

A.9.13 Sealer of Weights & Measure Premium Pay

The Agricultural Commissioner, if appointed by the Board as the Sealer of Weights and Measures, shall receive a five percent (5%) premium in addition to his/her base salary.

The individual assigned as Assistant Sealer of Weights and Measures shall receive a ten percent (10%) pay premium in addition to her/her base salary for the period of such assignment.

Added 6/5/01; 01-246

A.9.14 Temporary Special Assignment Pay

It is the interest of the County to compensate employees who work in departments that are undergoing changes in staffing, organizational structures and/or assigned to a special project, whereby the employee is directed to perform special assignments that are significantly beyond the scope of their classifications and compose more than a majority of their work time. Administration of Temporary Special Assignment Pay shall be in accordance with the Administrative Guidelines established by the County Administrative Officer and/or Human Resources Director.

Added 12/29/01; 01-482
Amended 7/25/17; 17-287

A.9.15 DELETED | Assistant Director of Planning and Building Inspection

Added 1/7/03; 03-010
Deleted 7/27/10; 10-234

A.9.16 Sonographer Pay Premium

Individuals in the classification of Sonographer who hold current, active certification from the American Registry for Diagnostic Medical Sonography (ARDMS) shall receive a five percent (5%) pay premium in addition to their base salary.

Added 8/16/05 Effective 08/20/05; 05-010

A.9.17 DELETED | Educational Stipend – X Unit

Amended 7/27/10; 10-234
Deleted 9/21/21; 21-321

A.9.18 Sexual Assault Forensic Examinations

Sexual Assault Forensic Examiners in training shall be compensated at a flat rate $250 per examination observed or performed under observation.

Clinically Competent Sexual Assault Forensic Examiners shall be compensated at the flat rate of $400 per examination. This rate shall include any time required for preparation to testify and testifying in court on the case.

Added 3/26/13; 13-102

A.9.19 Longevity Pay

A.9.19.1 Unit Y Longevity Pay

Effective January 28, 2023, 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. The longevity schedule shall be as follows:

- Ten (10) years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage.
- Twenty (20) years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage.
- 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 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. The longevity schedule shall be as follows:

- Ten (10) years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage.

- Twenty (20) years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage.
- The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

Added: 1/24/23; 23-014
Amended 8/22/23; 23-326

A.9.19.3 Board of Supervisors (Unit O) Longevity Pay

Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be eligible to receive the same longevity premium pay as that provided to the Elected Officials in Unit Y.

Added: 08/19/2025; ORD 25-010

A.10 DEPARTMENT AND ASSISTANT DEPARTMENT HEAD'S

A.10.1 Department Heads Designated

The following management classes are hereby designated as department heads:

11A01	Administrative Officer
11A02	Agricultural Commissioner
11B01	Assessor-County Clerk-Recorder
10B02	Auditor-Controller
10A01	Board of Supervisors Chairman
10A02	Board of Supervisors Member
12E18	Chief Information Officer
11A06	Chief Probation Officer
11A30	Clerk of the Board of Supervisors
11A04	County Counsel
11A26	Director of Child Support Services
14A26	Director of Emergency Communications
11A13	Director of Emergency Management
11A09	Director of Health Services
11A34	Director of Housing and Community Development
11A07	Director of Human Resources
11A33	Director of Public Works, Facilities and Parks
11A12	Director of Social Services
10B04	District Attorney
11A31	Economic Development/Workforce Investment Board Director
14B25	Equal Opportunity Officer
11A15	General Manager - Water Resources Agency
11A25	Hospital Chief Executive Officer
11A05	Library Director
11A18	Public Defender
11A20	Registrar of Voters
10B05	Sheriff-Coroner
10B06	Treasurer-Tax Collector

60U20 Military & Veteran's Affairs Officer

Amended 5/1/01; 01-172
Amended 4/22/08;
Amended 4/28/08; 08-017
Amended 7/27/10; 10-234
Amended 7/13/11; 11-308
Amended 3/20/12; 12-073
Amended 4/10/12; 12-094
Amended 7/29/14; 14-233
Amended 9/30/14; 14-276
Amended 7/12/16; 16-215
Amended 12/18/18; 18-407
Amended 7/28/20; 20-258
Amended 3/16/21; 21-075
Amended 1/11/22; 22-013
Amended 12/14/22; 22-495

A.10.2 Assistant Department Heads Designated

The following management classes are hereby designated as assistant department heads:

12C01	Assistant Agricultural Commissioner
12A15	Assistant Assessor-Valuation
12A02	Assistant Auditor-Controller
12C35	Assistant Chief Probation Officer
12E03	Assistant County Administrative Officer
12A05	Assistant County Clerk - Recorder
12C38	Assistant County Counsel
12C05	Assistant Director of Health Services
12C37	Assistant Director of Human Resources
12C23	Assistant Director of Public Works, Facilities and Parks
12C13	Assistant Director of Social Services
12C04	Assistant Library Director
12C11	Assistant Public Defender
12C14	Assistant Registrar of Voters
12A24	Assistant Treasurer-Tax Collector
12E01	Chief Assistant County Administrative Officer
12C39	Chief Assistant County Counsel
12A03	Chief Assistant District Attorney
12A06	Chief Assistant Public Defender
12A10	Chief Deputy Sheriff
12C43	Deputy Chief Information Officer
12C36	Deputy General Manager - Water Resources Agency
12C42	Emergency Communications Operations Manager
12C29	Hospital Assistant Administrator
14C60	Hospital Chief Financial Officer
14K43	Hospital Chief Information Officer
54B70	Hospital Chief Medical Officer
12C28	Hospital Chief Nursing Officer
12A13	Undersheriff

Added: Section A.10.2 7/31.90 E.S.C.; Deputy CAO- Information Systems, Assist. Treasurer-Tax Collector, Assist. Municipal Court Clerk/Administrator: 8/26/86; 86-526; Assist. Co. Counsel: 7/5/95: 95-399;

Assist. Assessor-Valuation: 12/5/95; 95-948;
Chief Asst CAO, Asst CAO - HR, -Environ Policy: 6/15/99;
Deleted County Clerk Recorder, Municipal Court Clerk/Administrator: 4/11/00; 00-14
Retitled Affirmative Action (Equal Opportunity) Officer, County (Chief) Probation Officer, Water Resources Agency General Manager(General Manager – Water Resources Agency), Director of Nursing Services (Assistant Hospital Administrator – Nursing Services: 4/11/00; 00-144
Added Assistant Court Executive Officer: 4/11/00, 00-144
Amended 5/1/01; 01-172
Amended 4/29/08; 08-017
Amended 7/27/10; 10-234
Amended 12/10/13; 13-360
Amended 2/11/14; 14-030
Amended 7/12/16; 16-215
Amended 7/7/20; 20-112
Amended 8/18/20; 20-272
Amended 3/16/21; 21-075
Amended 1/11/22; 22-013
Amended 3/01/22; 22-068

A.10.3 Expense Allowance

A.10.3.1 Unit Y Designated Department Heads Management Expense Allowance

Effective December 28, 2024, individuals in classifications identified in A.10.1 Department Heads Designated shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the amount of one hundred dollars ($100.00) monthly. The expense allowance shall be paid on the second pay period of each month.

Amended: 08/19/2025; ORD 25-010

A.10.3.2 Unit Y (non-Department Heads) Management Expense Allowance

Effective December 28, 2024, individuals in all other classifications in Unit Y (non-Department Heads) shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the amount of seventy-five dollars ($75.00) monthly. Expense allowance shall be paid on the second pay period of each month.

A.10.3.3 Unit ZX Management Expense Allowance

Effective December 28, 2024, individuals in positions/classifications in Unit ZX shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim incumbents in the amount of seventy-five dollars ($75.00) monthly. Expense allowance shall be paid on the second pay period of each month.

Amended Unit X quarterly allowance: 6/30/87; 87-387
Paid monthly: 4/21/92; 92-151
Amended 7/11/00; 00-302
Amended 3/19/02; 02-096
Elected Dept Heads added: 3/19/02; 02-095

Amended 12/5/06; 06-021
Amended 7/27/10; 10-234
Amended 9/19/17; 17-342
Amended 1/24/23; 23-014
Amended 03/18/25; RES 25-044

A.10.3.4 Board of Supervisors (Unit O) Management Expense Allowance
Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the same amount as that received by the Elected Officials in Unit Y. The expense allowance shall be paid on the second pay period of each month.

Added: 08/19/2025; ORD 25-010

A.10.4 Eligibility for Expense Allowance
Employees are eligible to receive the monthly expense allowance prescribed in this article for each calendar month during which they occupied an eligible class and were in a paid status during the pay period in which the expense allowance is paid.

Amended 4/11/00; 00-144
Amended 7/11/00; 00-302
Amended 7/27/10; 10-234

A.10.5 "Acting" Class Expense Allowance
An employee appointed by the Board of Supervisors or, upon approval of the County Administrative Officer, to a class in Unit X or Y in an "acting" capacity shall be eligible to receive the monthly expense allowance.

Amended 7/11/00; 00-302

A.10.6 DELETED

Deleted 7/31/01;

A.11 MANAGEMENT PHYSICAL EXAMS

A.11.1 Physical Exams Encouraged
All employees in the Executive Management and Management representation units are strongly encouraged to take an annual physical examination.

A.11.2 DELETED | Department Head and Assistant Department Head Physicals

Deleted 07/07/2026; RES 26-105

A.11.2 Confidentiality

The results of a physical examination shall be confidential between employee and their physician.

Amended 10/13/87; 87-544
Amended 07/07/2026; RES 26-105

A.11.3 Management Unit Physicals

All employees in Units ZX, Y and C shall be eligible for a complete physical examination at Natividad Medical Center by a Physician once per fiscal year.

Amended 04/28/08; 08-017
Amended 07/07/2026; RES 26-105

A.11.4 Physical Exam Procedures

The County Administrative Officer is directed to establish the procedures necessary to implement this section.

Amended 07/07/2026; RES 26-105

A.11.5 Excecutive Management & Management Retiree Physicals

Management employees (Units X, ZX and Y) retiring after January 1, 1989, shall be eligible for a complete physical examination at Natividad Medical Center by a physician once per fiscal year.

Added 8/2/88; 88-403
Amended 4/29/08; 08-017
Amended 07/07/2026; RES 26-105

A.12 SPECIAL BENEFITS - PHYSICIANS

A.12.1 Physician Classes Designated

The following are designated as physician classes:

Assistant Director, Family Practice Residency Program
Behavioral Health Medical Director
Chief of Preventive Medicine
Chief Pathologist
Chief Psychiatrist
Clinic Services Medical Director
Contract Physician
Contract Physician-Specialty Services
Director, Family Practice Residency Program
Director of Maternal and Child Health
Family Practitioner
General Internist
General Surgeon
Mental Health Medical Director
OB/GYN Surgeon
Occupational Physician
Pediatrician

Clinic Physician I
Clinic Physician II
Psychiatrist
Service Director/Medical Director-Contract Physician
Service Director/Medical Director-Contract Physician Specialty Services

Amended 3/14/89; 89-113
Amended 4/29/08; 08-017
Amended 07/07/2026; RES 26-105

A.12.2 DELETED | Physician's Educational Conference Leave

Deleted 3/15/05; 05-002

A.12.3 Malpractice Insurance
In addition to the general liability coverage which the County Of Monterey carries on each and every employee, the County shall pay the cost of malpractice insurance for physicians. The amount and coverage of which shall be determined by the County of Monterey.

Amended 4/29/08; 08-017

A.12.4 Physician Chief of Service Premium Pay
Employee Physicians at Natividad Medical Center, when designated by the 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 Hospital Chief Executive Officer, the premium pay will cease.

Added 3/14/89; 89-113
Amended 8/22/23; 23-326

A.12.5 DELETED | Faculty Premium Pay

Added 11/22/94; 94-464
Deleted 4/29/08; 08-017

A.12.6 DELETED | Family Practitioner Premium Pay

Added sections A.12.5 & A.12.6: 11/22/94; 94-464
Deleted 6/23/20; 20-104

A.12.7 Extra Shift Pay for Unit U and UX Physicians
In order to meet coverage and patient care needs, Natividad and the Health Department require a mechanism to compensate Unit U and UX physicians for shifts worked in excess of the employee's Regular Assignment required by the employment contract. Unit U and UX physicians are exempt employees and do not qualify for overtime. Only physician employees at Natividad or the Health Department who have met the minimum number of

shifts in his or her employment contract shall be eligible for Extra Shift Pay as indicated below based on the worksite they perform the extra shift.

Natividad Worksites Extra Shift Pay

Unit U and UX Physician employees who are assigned to work Extra Shifts at Natividad, as approved by the Hospital Service Director and Hospital Chief Medical Officer, shall be paid the following:

Extra On-site (or Restricted) Shift, where a physician is required to be physically present with an immediate response time according to Medical Staff Bylaws, shall be paid as follow for the duration of the on-site shift:

Natividad and Health Department

Hospitalist	$165 per hour
Hospitalist (with ICU)	$175 per hour

Natividad Only

Family Medicine	$150 per hour
Neurology	$166 per hour
Obstetrics and Gynecology	$196 per hour
Pediatric Hospitalist	$126 per hour
Physiatry	$164 per hour
Pulmonology Critical Care	$215 per hour
Trauma Surgery	$215 per hour

Health Department Worksites Extra Shift Pay

Unit U and UX Physician employees who are assigned to work Extra Shifts at the Health Department Clinics, as approved by the Health Director or their designee, shall be paid the following:

Health Department Clinics	$131 per hour

Extra Off-Site Call - Natividad

Extra Off-site (or Unrestricted) Call, where the physician takes call away from the hospital with a response time according to Medical Staff Bylaws, shall be paid for the duration of the off-site call shift:

Natividad Only

Family Medicine	$18 per hour
General Surgery	$50 per hour
Neurosurgery	$51 per hour
Urology	$36 per hour
Vascular Surgery	$37 per hour

Backup Call, is necessary for services that require immediate response for patient care. If the primary physician on-call is not

available, the physician assigned to backup call is called back to the worksite.

Natividad Only

Neurosurgery	$500 per 24-hour shift
Obstetrics and Gynecology	$500 per 24-hour shift
Trauma Surgery	$500 per 24-hour shift

Call-back, refers to a situation when the physician who is assigned to backup call is required to return to the hospital for patient care needs. Physicians returning to the hospital during backup call shall be paid a minimum of two (2) hours as follows. Hours worked in excess of the minimum shall be paid hour by hour.

Natividad Only

Neurosurgery	$379 per hour
Obstetrics and Gynecology	$196 per hour
Trauma Surgery	$215 per hour

Enhanced Care Management (ECM) Stipend, physicians who provide care to eligible members of ECM will receive additional pay as indicated below:

Natividad Only

1-20 patient encounters	$500 per month
More than 20 patient encounters	$1,000 per month

Added 1/23/07; 07-003
Amended 11/6/07; 07-032
Amended 7/30/13; 13-282
Amended 6/23/20; 20-104
Amended 5/24/22; 22-183
Amended 11/28/23; 23-480
Amended 11/12/24; RES 24-176
Amended 06/03/2025; RES 25-078
Amended 07/07/2026; RES 26-105

On-Call Clinic Services, Unit X, U and UX physicians may be placed On-Call as required by operational necessity by the Clinic Services Medical Director or designee, (for the Health Department), or the Natividad CEO or designee (for Natividad). Natividad On-Call shall be approved as necessary above and beyond the agreed upon schedule in the employee's individual employment agreement.

On-Call duty refers to a situation where a physician hold him or herself available to answer telephone calls and do the necessary clinical follow up to manage the needs of the patient.

Should the physician on call not respond, the physician will not be paid On-Call Pay for that day and may be subject to sanction.

a. Physicians placed on call shall be paid the following:

Weekday 5:00 p.m. to 8:00 a.m. Monday, Tuesday Wednesday or Thursday night	$215
Weekend day 5:00 p.m. Friday – midnight Saturday or 12:01 a.m. Sunday – 8:00 a.m. Monday	$355
Holiday 8:00 a.m. – 8:00 a.m.	$355

Added 7/30/13; 13-282
Amended 07/07/2026; RES 26-105

A.12.8 Physician Relocation/Moving Allowance

The Department Head for Natividad Medical Center or the Health Department may approve relocation and/or moving expenses for newly hired Physicians employed in the X unit or U unit up to Ten Thousand Dollars ($10,000). Payment of this allowance shall be in accordance with the Relocation/Moving Allowance Administrative Procedure by the County Administrative Officer, with the exception of the maximum amount payable.

Added 11/6/07; 07-032

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; 23-326

A.12.10 Bilingual and Multi-lingual Pay

12.10.1 Unit UX Physicians shall be eligible for Bilingual and Multi-lingual Pay in accordance with the provisions negotiated by Unit U.

Added 07/07/2026; RES 26-105

12.10.2 Unit UF Fellows shall be eligible for Bilingual and Multi-lingual Pay in accordance with the provisions negotiated by Unit U.

Added 07/07/2026; RES 26-105

A.12.11 Physician Professional Expense Stipend
Unit UX Physicians shall be eligible for a Professional Expense Stipend in accordance with the provisions negotiated by Unit U to include eligibility criteria and stipend disbursement process.

Added 07/07/2026; RES 26-105

A.12.12 Voluntary Long Term Disability Plan
Unit UX employees shall be eligible to enroll in the County's Voluntary Long Term Disability Plan at their own expense.

Added 07/07/2026; RES 26-105

A.13 SPECIAL BENEFITS - ATTORNEY

A.13.1 Bar Dues
Permanent County employees classified as, Legal Research Attorney, District Attorney, Assistant District Attorney, Public Defender, Assistant Public Defender, County Counsel, Assistant County Counsel, or Senior Deputy County Counsel on the date on which bar dues are due, shall be reimbursed by the County for one hundred percent (100%) of the cost of their basic bar dues. An eligible employee must submit to the Auditor-Controller a claim certifying that the bill has been paid in order to receive reimbursement.

Amended 3/1/94; 94-095
Added Assist. Co. Counsel, Sr. Deputy Co. Counsel: 9/5/95; 95-399
Amended 8/26/08; 08-275

A.13.2 Professional Association Dues
Permanent County employees classified as Senior Deputy Counsel shall be eligible for reimbursement up to one hundred dollars ($100.00) per fiscal year for professional organization membership. In order to receive reimbursement, an eligible employee must submit to the Auditor-Controller a claim approved by the County Counsel certifying that eligible professional organization dues have been paid.

Added Dep. Co. Counsel: 6/30/90; 90-517
Amended 8/26/08; 08-275

A.13.3 C.E.B. Course Reimbursement
Each permanent employee in the classes of Senior Deputy County Counsel shall be entitled to reimbursement for Continuing Education of the Bar courses successfully completed. Reimbursement shall be under the provisions of the Tuition Reimbursement section.

Amended 12/3/91; 91-579
Amended 9/5/95;
Amended 8/26/08; 08-275

A.13.4 Attorney Educational Reimbursement

In lieu of the tuition reimbursement benefits set forth in Section A.41, each permanent employee in the class of Legal Research Attorney shall, during the fiscal year period of July 1st through June 30th, be eligible for reimbursement of up to One Hundred Seventy-Five Dollars ($175) for educational expenses. Eligible employees employed after July 1, in any year shall be eligible for reimbursement on a pro rata basis.

Amended 3/1/94; 94-094
Amended 12/7/99; A-08101 & A-08102

A.14 UNIFORM ALLOWANCE

A.14.1 Safety Officers' Uniform Allowance

Eligible employees in Unit Y, shall be paid a uniform allowance pursuant to the following schedule.

a) Every newly hired employee in Unit Y, in the Sheriff's Office, who is required to have and maintain a uniform, shall receive an advance credit of nine hundred sixty dollars ($960) to be used exclusively to purchase required uniform items. Said uniform items shall be considered the property of the Monterey County Sheriff's Office for a period of one (1) year from the newly hired employee's date of appointment. Any employee whose employment is terminated prior to the completion of one (1) year of service shall return all uniform items to the department or refund the full nine hundred sixty dollars ($960) uniform credit. Employees who receive the initial nine hundred sixty dollars ($960) uniform credit shall not receive an additional uniform allowance during their first year of employment.

b) The monthly uniform allowance for those employees eligible for such monthly uniform allowance and not covered by the provisions of paragraph A of this article shall be as follows:
   1) Eighty dollars ($80) per month for employees required to maintain and wear a uniform at all times.
   2) Fifty dollars ($50) per month for employees required to maintain, but not regularly wear a uniform.

Amended 8/26/97; 97-354
Amended Effective the first full pay period of July 2007: 9/18/2007; 07-026

A.14.2 Public Works' Uniform

Allowance Public Works Department employees classified as Guards shall be paid a uniform allowance of Twenty-Five Dollars ($25) per month.

A.14.3 Payment of Uniform Allowance

Payment of uniform allowance shall be made quarterly by the Auditor-Controller based upon certified lists of eligible personnel submitted to the Auditor-Controller by the appropriate department heads.

A.15 DELETED | MEDICAL STAFF FEE-FOR-SERVICE PROGRAM

Deleted 4/29/08; 08-017

A.16 DELETED | COMPENSATION OF EXTRA HELP PHARMACISTS

Deleted 3/9/99; 99-092

A.17 PERSONAL PROPERTY REIMBURSEMENT

A.17.1 General Provisions

Whenever an employee engaged in assigned official duties on behalf of the County sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property. The employee shall at all times bear the burden of proving the extent of any loss and the absence of any contributing negligence on the employee's part.

A.17.2 Claims for Reimbursement

A request for reimbursement must be submitted by claim to the appointing authority no later than thirty (30) days from the date of loss. Management shall review the claim and if circumstances warrant, reimbursement shall be made.

A.17.3 Exclusion from Reimbursement

a) Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.

b) Claims based upon damage to automobiles may be considered under the provisions of this section:

The provisions of paragraphs A.17.1 and A.17.2 of this section must be satisfied.

The employee shall have named the County as an additional insured on their automobile insurance policy as of the date the employee sustained the loss to his/her automobile.

Reimbursement will be limited to Two Hundred Dollars ($200) and will be made only upon the presentation of an invoice for work completed along with evidence of the required insurance coverage.

The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee's regularly assigned workplace.

c) No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.

A.17.4 Maximum Reimbursement
A maximum limit of Two Hundred Dollars ($200) per incident shall apply to all claims for reimbursement.

A.17.5 Minimum Claim
No claims for reimbursement for items having a present value of less than Ten Dollars ($10) shall be considered.

A.17.6 Uniform Exclusion
No claims for reimbursement shall be paid for damage to uniforms covered in the Uniform Reimbursement article.

A.18 MILEAGE ALLOWANCE

A.18.1 Mileage Reimbursement – General Provisions
Any officer or employee of the County of Monterey who is required to operate his or her own or privately owned vehicle for the execution of official duties shall be allowed, reimbursed and paid the Internal Revenue Service reimbursement rate for each mile necessarily traveled each month.

A.18.2 Personal Automobiles Required
It shall be the duty of the County Administrative Officer to determine whether or not availability of an automobile is a condition of employment, for the purpose of this Resolution.

A.18.3 Mileage Claims
No claim for mileage allowance shall be allowed by the Auditor-Controller unless and until it is accompanied by such report and form as may be required by the County Administrative Officer.

A.18.4 Fixed Sum Mileage Reimbursement
In lieu of any allowance to be paid under any of the preceding sections, the Board of Supervisors may, upon application being made to them or upon their own motion, allow a fixed sum per month for travel allowance.

A.19 TRAVEL EXPENSE

A.19.1 Conditions for Travel Reimbursement
In addition to the mileage allowance provided for, an employee of the County is entitled to receive reimbursement for his/her actual and necessary expenses for other transportation and for meals, lodging, and incidentals incurred as a result of being assigned as part of his/her official duties either to:

a) Work excessively long hours away from regularly established headquarters;

b) Work at a project location sufficiently distant from regularly established headquarters to require overnight lodging or is required in performance of official duties to attend a meeting in which a meal is served;

c) Travel away from established headquarters on very limited notification; or to

d) Attend a school, convention, or meeting away from established headquarters.

A.19.2 Travel Reimbursement Payment
The Auditor-Controller is directed to allow the foregoing expenses upon the filing of a proper claim by the employee, approved by the employee's department head or his/her designee.

A.19.3 REPEALED | Approval for Out of State Travel

Repealed 3/19/02; 02-094

A.19.4 Eligibility for Travel Reimbursement
The term "employee" as used in this section shall not include members of the Board of Supervisors. Travel expenses claimed by the immediate staff of a member of the Board of Supervisors shall require the approval of the respective member of the Board.

A.19.5 Travel Advances
Upon authorization of the department head or the County Administrative Officer the Auditor-Controller shall pay an employee a travel advance not to exceed one hundred percent (100%) of the estimated reimbursable expenses as approved by the department head. This section shall also apply to LAFCO Commissioners.

A.19.6 Automobile Policy for Executive Management, Unit Y
Employees in Unit Y may receive reimbursement for private car use under one of the following options as determined by the County Administrative Officer.

a) Operate his or her own or a privately owned automobile for the execution of official duties and be paid the flat sum of Three Hundred and Seventy-Five Dollars ($375) per month. Mileage expense for business travel out of the county shall also be reimbursable at the authorized rates.

b) Operate his or her own or a privately owned automobile for the execution of official duties (business mileage), and be allowed

reimbursement at the currently authorized rate for each mile necessarily traveled.

The reimbursement for mileage shall be in accordance with policies in effect governing mileage reimbursement. The County Administrative Officer shall determine eligibility to receive options a or b listed above. Each option has income tax implications for employees. The Office of the Auditor-Controller administers payroll and Internal Revenue Service compliance.

Amended Sections A.19.6 a)-c: 3/14/89; 89-118
Amended Section A.19.6: 12/5/06; 06-017
Amended: 12/15/09; 09-447

A.19.7 Automobile Policy - Condition of Employment

Notwithstanding section A.19.6, elected department heads who have received the assignment and use of a County owned vehicle as a condition of employment shall continue to receive such assignment provided that elected department heads assuming a new term of office after January 1, 2010 shall not be assigned a county vehicle as a condition of employment.

Amended: 12/15/09; 09-003

A.19.8 Vehicle Allowance for Board of Supervisors, Unit O and Elected Officials, Unit Y

a) Effective July 1, 2001, Elected Officials in Unit Y who are not assigned a county vehicle shall be provided with a monthly car allowance equivalent to that provided to eligible appointed Department Heads in Unit Y.

Added 3/19/02; 02-096
Amended: 08/19/25; ORD 25-010

b) Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be provided with a monthly car allowance equivalent to that provided to Elected Department Heads in Unit Y.

Added: 08/19/25; ORD 25-010

A.20 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

A.20.1 General Provisions

The County shall provide insurance coverage for eligible County employees pursuant to the following schedule:

Coverage		**Employee Units**
BASIC LIFE	AD&D	

$20,000	$20,000	F, H, J, K, P, Q, R, S, U, UF, UX, V and Z
$35,000	$35,000	A,B, AOS, B-OSS, M, and N
$50,000	$50,000	C, D, E, G, L, O, X, XL, Y and ZX.

An eligible employee is appointed to a permament, seasonal, or at-will position , and works at least twenty (20) hours per week, and has met all other eligibility requirements contained in the current contract between the County of Monterey and its current life insurance carrier. Life insurance amounts will be reduced by fifty percent (50%) of the above listed coverage at age seventy (70), and AD&D coverage will terminate at age seventy (70).

Notwithstanding the above provisions, an employee in group C, O, X, XL, Y or Z who meets all other requirements, shall be eligible for life insurance on the first day of the month on/or following the date of employment.

Unit Z changed group: 8/26/86; 86-520
Amended 2/20/01; 01-076
Amended 7/27/10; 10-234
Amended 07/07/2026; RES 26-105

A.20.2 DELETED | Optional Additional Life Insurance Coverage

Amended 12/15/87; 87-660
Amended 7/27/10; 10-234

A.21 HEALTH, DENTAL AND VISION INSURANCE

A.21.1 Provision of Health, Dental and Vision Insurance

The County shall offer health, dental, and vision insurance plans for enrolled eligible County employees and officers in unrepresented units (e.g., O, P, UF, UX, X, XL Y, Z and ZX).

An enrolled eligible employee shall be defined as an employee appointed to a permanent Limited Term, seasonal, elected, or at-will position and who works a minimum of twenty (20) hours per week or forty (40) hours per biweekly pay period or is on approved leave of absence in conjunction with the Masters of Social Work Title IV-E Stipend Program.

Amended 7/27/10; 10-234
Amended 7/20/21; 21-212
Amended 07/07/2026; RES 26-105

A.21.2 Insurance Enrollment

Upon notification by the Human Resources Department of coverage effective dates and premium rates, the Auditor-Controller is authorized to deduct, upon receipt of necessary enrollment forms, the necessary premiums for eligible employees' coverage under the applicable insurance plans.

Amended 07/07/2026; RES 26-105

A.21.3 DELETED | Health Insurance Stipend

Deleted 7/27/10; 10-234

A.21.3 Retiree Dental & Vision Benefits

a) Retiree Dental Coverage and Contribution Formula:
Employees in Units O, P, UX, XL,Y, Z and ZX who qualify for and contemporaneously retire from active service (draw a monthly annuity from CalPERS) from the County , shall be provided an option of purchasing dental insurance for themselves and eligible dependents in accordance with the Administrative Procedures established by the Human Resources Department. The full premium shall be paid by the retiree. The rates shall be a fixed percentage above the active employee rate as follows: Retiree Only premium shall be 33% above the Employee Only rate. Retire + 1 rate shall be 31% above the Employee + 1 rate, and the Retiree Family rate shall be 30% above the Employee Family Rate.

b) Retiree Vision Coverage and Contribution Formula:
Employees in Units O, P, UX, XL, Y, Z, and ZX who qualify for and contemporaneously retire from active service (draw a monthly annuity from CalPERS) from the County , shall be provided an option of purchasing vision insurance for themselves and eligible dependents in accordance with the Administrative Procedures established by the Human Resources Department. The full premium shall be paid by the retiree. The rates shall be a fixed percentage above the active employee rate as follows: Retiree Only premium shall be 39% above the Employee Only rate. Retire + 1 rate shall be 38% above the Employee + 1 rate, and the Retiree Family rate shall be 38% above the Employee Family Rate.

Added 3/19/02; 02-099
(A.21.3 number repeated)
Amended 7/27/10; 10-234
Amended 07/07/2026; RES 26-105

A.21.4 CalPERS Medical Insurance Plans:
The County will offer medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS medical insurance plans.

County retirees, dependent upon group coverage conditions, may be eligible for CalPERS medical coverage. If a County retiree meets all eligibility requirements and requests medical insurance coverage, the County's contribution will be provided as directed by CalPERS.

Amended 7/27/10; 10-234
Amended 7/20/21; 21-212

A.21.4.1 Cafeteria Flexible Benefits Plan – Unrepresented units (O, P, UF, UX, XL, Y, Z and ZX

a. General Provisions

The County will make available a Cafeteria Flexible Benefits Plan to all permanent, Limited Term, seasonal, at-will and elected employees. Employees may elect from the following optional benefits:

- Medical coverage under CalPERS.
- No medical coverage
- Dental coverage under the County's self-funded plan or a successor plan for themselves and all eligible dependents.
- No dental coverage
- Vision coverage under the County's self-funded plan or a successor plan for themselves and all eligible dependents.
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through the Cafeteria Flexible Benefits Plan.

Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County contributions for that employee, that employee shall pay by pre -tax or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

Cafeteria Flexible Benefits Plan Administration

The provisions, rules and regulations governing the administration of the Cafeteria Flexible Benefits Plan are contained in the Cafeteria Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this Cafeteria flexible benefits plan as a lawful IRC Section 125 plan. The County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRC Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

b. County CalPERS Required Contributions
The County CalPERS required contributions (PEMHCA Minimum) toward the Cafeteria Flexible Benefits Plan will be as indicated below.

The County shall not contribute any CalPERS required contribution toward the employee's purchase of any other optional benefits which may be provided by the County through the Cafeteria Flexible Benefits Plan.

Employees shall not have the option of using the CalPERS required contributions for any other purpose other than for purchasing employee health insurance. CalPERS required contributions not used to purchase employee health will be forfeited.

Health Insurance Contribution
The County's CalPERS required contribution (PEMHCA Minimum) to the Cafeteria Flexible Benefits Plan for health insurance coverage will be provided as directed by CalPERS.

Dental Insurance Contribution
The County's maximum contribution to the Cafeteria Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent, Limited Term, seasonal, elected, and at-will employees. Should the dental (employee only premium) contribution/premium increase, the County may pay the increase. Should the County's contribution/ premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

Vision Insurance Contribution
The County's maximum contribution to the Cafeteria Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent, Limited Term, seasonal, elected, and at-will employees. Should the vision (employee only premium) premium increase, the County may pay the increase. Should the premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

c. County Maximum Contributions
Units O, XL, Y, and ZX shall receive the same County maximum monthly contributions in accordance with

those negotiated by the County Employee Management Association (CEMA) Unit X.

Unit UX shall receive the same County maximum monthly contributions and health insurance provisions in accordance with those negotiated by the Union of American Physicians and Dentists (UAPD) Unit U.

Unit UF shall receive the same County maximum monthly contributions and health insurance provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit H.

Unit P and Z shall receive the same County maximum monthly contributions and health insurance provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit J or Unit F for supervisory positions.

Any future increases in health insurance premiums that exceed the County's contribution shall be paid by the employee through salary deduction.

Any balance of the County's contribution remaining after the employee selects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent dental and/or dependent vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under CalPERS.

Elective Contribution Payout

Units O, XL, Y, and ZX shall follow the same elective contribution payout provisions in accordance with those negotiated by the County Employee Management Association (CEMA) Unit X.

Unit UX shall follow the same elective contribution payout provisions in accordance with those negotiated by the Union of American Physicians and Dentists (UAPD) Unit U.

Unit UF shall follow the same elective contribution payout provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit H.

Unit P and Z shall follow the same elective contribution payout provisions in accordance with those negotiated by the Service Employee International Union (SEIU) Unit J or Unit F for supervisory positions.

Amended 12/9/03; 02-096
Amended 12/5/06; 06-021
Amended 7/27/10; 10-234
Amended 7/20/21; 21-212
Amended 10/5/21; 21-330
Amended 1/24/23; 23-014
Amended 03/18/25; RES 25-044
Amended 07/07/2026; RES 26-105

A.21.4.2 DELETED | Alternative Benefit Option – Units O, X, XL and Y

Amended 7/27/10; 10-234
Deleted 7/20/21; 21-212

A.21.4.2 County Maximum Contribution for Represented Employees
In the absence of a current Memorandum of Understanding, the County's maximum contributions for medical, dental and/or vision coverages will be equal to the applicable designated County contributions provided for employees in the most recently expired Memorandum of Understanding.

Added 7/20/21; 21-212
Amended 07/07/2026; RES 26-105

A.22 DELETED | MANAGEMENT ELECTIVE BENEFITS PLANS

Deleted effective 1/1/00: 99-0440.

A.23 PROFESSIONAL ORGANIZATION MEMBERSHIP AND EMPLOYEE JOB ENHANCEMENT

a) Elected Officials and permanent employees in Units Y and ZX shall be paid a Professional Expense Stipend of Four Hundred Fifty Dollars ($450) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

Added Unit X: 8/29/89; 89-460
Amended 3/12/02; 02-084
Amended 7/27/10; 10-234
Amended 03/18/25; RES 25-044
Amended: 08/19/25; ORD 25-010

b) Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be paid a Professional Expense Stipend in the same amount as that received by the Elected Officials in Unit Y.

Added: 08/19/25; ORD 25-010

A.24 HOLIDAYS

A.24.1 Holidays Listed

Except as noted in section A.24.4 below, the following listed days shall be observed as legal holidays by the County of Monterey:

New Year's Day	January 1st
Dr. Martin Luther King, Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Cesar Chavez	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

The enumeration of the actual date of the holiday in the right hand column above is for general information only and not necessarily controlling. The Board of Supervisors or the County Administrative Officer may designate that the actual holiday be observed on a different date in order to conform to the date of observance by the State of California or for administrative convenience. In addition, the Board of Supervisors may from time-to-time designate additional holidays or days off with pay, and the County Administrative Officer may do the same in the event circumstances require and the Board cannot take action.

Amended 8/26/86; 86-520
Amended 7/27/10; 10-234
Amended 10/17/19; 19-136
Amended 10/26/21; 21-376
Amended 03/18/25; RES 25-044

A.24.2 Weekend Holidays

When December 24th (Christmas Eve) actually falls on a Saturday or Sunday, the proceeding Friday shall be the holiday in lieu of the day observed. When December 25th (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. When the day on which a County holiday is observed falls on a worker's regularly scheduled day off the worker shall be entitled to holiday compensatory time off on an hour-for-hour basis up to eight (8) hours.

Amended 3/14/23; 23-092

A.24.3 Compensation for Holidays Worked

Except as noted below, permanent or seasonal Unit P & Z non-exempt employees who work on a holiday shall be entitled to compensatory time off (CTO) on an hour-for-hour basis for up to eight (8) hours of such work on a holiday, unless the employee is paid in lieu of holiday time off in cash, in which case no compensatory holiday time off shall be granted. The decision as to whether the compensation for working the holiday shall be in the form of CTO or cash shall be made by the appointing authority after consulting the affected employee(s).

Amended 7/27/10; 10-234

A.24.4 Holidays During Vacation

A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while an employee is on sick leave shall not count as sick leave.

A.24.5 Holidays During Leave of Absence Without Pay

An employee on leave of absence without pay shall not be entitled to any holiday time or pay for holidays that fall during the period of the leave of absence.

A.24.6 Eligibility for Holiday Compensation

In order to receive any form of compensation (i.e. time or pay) for a holiday, an employee must be an employee on the date of the holiday and be in a paid status on the work day immediately prior to the holiday.

Amended 7/27/10; 10-234

A.24.7 Holiday Accrual for Part-time and Temporary Employees

Permanent and seasonal part-time employees shall be entitled to holiday time on a pro rata basis according to their regularly scheduled hours. Temporary employees shall not be entitled to any holiday time or pay.

A.24.8 Floating Holiday

Eligible employees in Units P, X, XL, Y and Z (excluding elected officials) shall receive one floating holiday per calendar year which may be taken before or by December 31 of each year. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday at termination. The floating holiday will be credited on a pro rata basis according to the employee's regularly scheduled hours and may not be taken in increments less that the full amount credited.

Added 7/27/10; 10-234
Amended: 08/19/25; ORD 25-010

A.25 ANNUAL LEAVE AND/OR VACATION

Effective March 22. 2025, employees who are hired with previous years of service with the Federal Government, State of California and California Counties and Cities shall receive 50% credit for their combined years of service upon receiving official verification from the respective agency(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; 23-326
Amended 03/18/25; RES 25-044

A.25.1 Vacation Accrual Rates
No vacation shall be credited for leaves of absence without pay exceeding one-half (1/2) of the employee's normally scheduled working days.

Amended 7/27/10; 10-234
Amended 6/24/20; 20-109

A.25.2 Adjustment in Vacation Accrual Eligibility Date
Time spent on leave of absence without pay in excess of thirty (30) calendar days shall not constitute service for purposes of determining the time in service toward eligibility for vacation accrual rates. An employee's eligibility date for vacation accrual rates shall be advanced by the number of days of leave of absence in excess of thirty (30) days.

A.25.3 DELETED | Vacation Accrual Limit

Amended 4/17/07; 07-014
Deleted 6/24/20; 20-109

A.25.4 DELETED | Vacation Accrual Limit When in an Acting or Provisional

Deleted 7/27/10; 10-234

A.25.5 Vacation Usage
A vacation shall be taken in increments of not less than one-quarter hour increment and at such time during the calendar year as may be approved by the appointing authority. The taking of split vacations during any calendar year is to be discouraged.

Amended 8/26/96; 86-520
Amended 3/28/06; 06-083

A.25.6 Annual Leave/Vacation Pay Off

a) A permanent seasonal employee in the Agricultural Commissioner's Office who is placed on seasonal leave of absence at the end of the season shall be paid all annual leave or vacation hours accrued during the season.

Amended 8/26/86; 86-520
Amended re Ag Comm Seasonal 2/01/11; 11-024
Amended 6/24/20; 20-109
Amended: 08/19/25; ORD 25-010

b) Effective September 20, 2025, a permanent/regular employee may elect to receive a payout of all accrued annual/vacation leave upon assuming elective office in Units O or Y. The payment shall be at the rate of pay in effect for such person on the last day of appointment as a regular/permanent employee.

Added: 08/19/25; ORD 25-010

Such payment for annual leave or vacation hours will be processed during the pay period in which a payroll adjustment is received.

A.25.7 Vacation for Temporary Employees

a) A temporary employee who is appointed to a permanent position following at least thirteen (13) successive pay periods in paid status as a temporary employee without a break in paid status of more than one (1) pay period shall be credited with vacation accrual on the following basis:

1) Three and seven-tenths (3.7) hours of vacation shall be credited for each full eighty (80) hours on paid status.

Amended 7/27/10; 10-234

2) No vacation may be credited for time worked prior to a break in paid status of more than one (1) pay period.

3) No more than one hundred twenty (120) hours of vacation shall be credited to an employee.

4) Vacation leave credited under this paragraph may be utilized only after six (6) months of continuous employment in the status of either a permanent or seasonal employee for employees in Units A, B, and C.

Added Unit C: 8/26/86; 86-520

b) A permanent or seasonal employee, who occupies a permanent position and is demoted, promoted or transfers to a temporary position shall continue to earn vacation at the accrual rates applicable to the class of the permanent employee at the time of demotion, promotion or transfer. Such employee may utilize earned or credited vacation in the same manner as vacation earned by or credited to permanent or seasonal employees.

c) Except as otherwise provided above, a temporary employee shall not be entitled to vacation.

Amended (b): 2/18/03; 03-063

A.25.8 Partial Vacation Leave Accrual
Permanent employees who are paid for less than half their regularly scheduled hours in a pay period shall not accrue vacation leave for that pay period.

A.25.9 DELETED | Vacation/Annual Leave/Paid Time Off Cash Out

A.25.9.1 DELETED | Vacation/Annual/Paid Time Off Cash Out Eligibility

Added Section A.27.9: 10/29/85; 85-604
Amended 10/13/15; 15-287
Amended 2/5/2020; 20-025
Deleted 6/24/20; 20-109

A.25.9.2 Vacation/Annual/Paid Time Off Cash Out Eligibility Upon Change in Class
Effective November 1, 2019, employees who have qualified and elected for a cash out of vacation/annual leave/PTO pursuant to this resolution or pursuant to any MOU with a recognized employee organization do not lose their eligibility for the cash out upon reclassification or promotion, and such employee may cash out vacation/annual leave/PTO pursuant to the criteria applicable at the time of eligibility but at the rate applicable at the time of the cash out.

Added 2/5/2020; 20-025

A.26 ABSENCE DUE TO ON THE JOB INJURY
Whenever an employee is compelled to be absent from duty because of illness or injury arising out of and incidental to his/her employment and is acting within the course of his/her employment which is covered by Workers' Compensation Insurance, such employee may utilize accumulated sick leave, regardless of the length of continuous service, to make up the difference between Workers' Compensation Insurance allowance and full pay unless such employee received benefits for the illness or injury pursuant to Section 4850 of the Labor Code.

A.27 SICK LEAVE

Current sick leave balances for Unit P and Z shall be frozen at the amount credited to the employee effecting the beginning of the pay period after Board of Supervisor approval. Sick leave may be used until the sick leave balance is exhausted. Unused sick leave may be paid off upon retirement pursuant to the provisions of Section A.27.7 and A.27.8 (Sick Leave: Pay Off) of this Resolution. Sick leave may be used in the same manner as prescribed in this article of the Personnel Policies and Practices Resolution.

Amended 6/24/20; 20-109

A.27.1 DELETED | Miscellaneous Employees' Sick Leave

Reduced accrual rate: 10/20/87; 87-561
Amended 7/27/10; 10-234
Deleted 6/24/20; 20-109

A.27.2 Approval for Use of Sick Leave

Use of accrued sick leave with pay can be granted upon the recommendation of the appointing authority in case of bona fide illness of an employee or for certain family members as permitted by County resolution, state or federal law. Illness shall not include any illness or injury for which the employee received any benefits pursuant to Section 4850 of the Labor Code.

Sick leave shall be taken in increments of not less than one- quarter (1/4) hour.

Employees shall receive the same sick leave benefits to care for a registered domestic partners as provided for employees to care for a spouse. For purposes of this policy, children of domestic partners shall be treated the same as children, or stepchildren of employees. Contractual language in current MOU's may supersede as to who constitutes family for purposes of family sick leave usage.

Added family members 1/25/00; 00-033
Added domestic partners 12/11/01; 01-481
Amended 12/6/05; 05-011

A.27.3 Substantiating Evidence for Sick Leave

An appointing authority or the Administrative Officer may require evidence in the form of a physician's certificate or other substantiating evidence as to the adequacy of the reason for an employee's absence during any time for which sick leave is requested.

A.27.4 Bereavement Leave

Use of accrued leave with pay may be granted upon recommendation of the Department Head or designee up to a maximum of ten (10) working days per occurrence in the case of the death of a father, mother, brother, sister, spouse, child, foster child, grandparents, grandchild, eligible domestic partner, child of eligible domestic partner, father-in-law, mother-in-law,

daughter-in-law, son-in-law, step parent, step daughter, step son, step brother or step sister. Bereavement leave shall be charged to annual leave/PTO/Vacation/Sick Leave/Professional Leave. As a condition of granting leave for bereavement purposes, the Department Head or designee may request a verification of the loss.

Added domestic partner 12/11/10; 01-481
Amended 6/24/20; 20-109
Amended 3/14/23; 23-092

A.27.5 Maternity Leave

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this article.

Employees shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick and vacation leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

A.27.6 Family Sick Leave

A.27.6.1 DELETED | Confidential Unit's Family Sick Leave

Amended 1/25/00; 00-033
Added domestic partner 12/11/01; 01-481
Deleted 6/24/20; 20-109

A.27.6.1.A DELETED | California Kin Care Law

Added 1/25/00, 00-033
Added domestic partner 12/11/01; 01-481
Deleted 6/24/20; 20-109

A.27.6.2 Management and Executive Management Unit Family Sick Leave

Permanent and seasonal employees in Units X and Y may be granted use of accumulated sick leave by their appointment authority because of illness of the employee's father, mother, brother, sister, wife, husband, child, grandparent, or grandchild, eligible domestic partner or child of eligible domestic partner provided in the judgement of the appointing authority an emergency condition exists. In exceptional cases, such leave may be granted in the event of illness of an employee's father-in-law or mother-in-law, or father or mother an employee's eligible domestic partner, when it can be demonstrated that a bona fide illness exists which warrants the employee's personal attendance during her/his normally scheduled working hours.

The appointing authority may require a physician's certificate or other substantiating evidence that such illness of one of the above listed family members exist.

This provision shall be applied in accordance with the Family Medical Leave Act and all other applicable State and Federal Laws.

Added domestic partner 12/11/01; 01-481
Amended 6/24/20; 20-109

A.27.7 Sick Leave Pay Off

Officers and employees may convert up to seven hundred fifty (750) hours of their accumulated sick leave to cash at the rate of 100% subject to the following requirements and restrictions:

a) SERVICE RETIREMENT (miscellaneous and safety), the employee must be at least fifty (50) years of age and have a minimum of five (5) years service during which he or she was a member of the Public Employees Retirement System (P.E.R.S.) and in addition must either:

   1) Actually retire concurrently with his or her separation from County service by submitting a retirement application to P.E.R.S. OR
   2) Upon separation from county service concurrently withdraw his or her accumulated contribution from P.E.R.S.

b) DISABILITY RETIREMENT (miscellaneous and safety), employee must have a minimum of five (5) years service during which he or she was a member of the Public Employees Retirement System (P.E.R.S.) and retirement results from mental or physical incapacity to perform the duties of his or her job. Disability need not be job related.

c) INDUSTRIAL DISABILITY RETIREMENT (safety members only), employee's disability must be work-incurred or job related and retirement results from mental or physical incapacity to perform the duties of his or her job. No specific age or service time is required to qualify.

d) Payment shall be made under the provisions of paragraphs A, B and C above only after the County is notified and can confirm the employee's retirement or the withdrawal of his or her contributions.

e) In the event of the death of the employee, the payment shall be made to the person entitled to the employee's death benefit.

f) DELETED

Amended 7/11/00, 00-303

Deleted 6/24/20; 20-109

g) DELETED

Amended Section 33.8: 7/12/88; 88-375
Deleted 6/24/20; 20-109

A.27.8 Sick Leave for Elected Officials

County employees who become County elective officers and who subsequently resume their status as regular County employees, or County appointive officers immediately upon completion of service as a County elective officer, shall have sick leave hours reinstated in the amount accumulated at the time they assumed elected office. County elected officers whose services are terminated by death or who qualify for retirement and retire from the County pursuant to the provisions of the Public Employees' Retirement System or who, being qualified to retire, terminate their services with the County and contemporaneously withdraw their accumulated retirement contributions, after the County is notified of their retirement or withdrawal of their contributions, may convert up to seven hundred fifty (750) hours of sick leave they held at the time of their assumption of elected office at the rate of 100%. In the event that an officer's services are terminated by death, the payment shall be made to the person entitled to the officer's death benefit.

Amended 7/11/00; 00-302
Amended 6/24/20; 20-109

A.27.9 Sick Leave for Temporary Employees on Transfer/appointment to a Permanent Position

A temporary employee who is transferred/appointed to a permanent with no break in service shall carry over and may use sick leave accrued under Labor Code Sections 245-249. Upon change in status from temporary to permanent status the employee shall accrue leave in accordance with the applicable MOU or PPPR provisions. Permanent employees shall not be eligible to accrue additional sick leave under Labor Sections 245-249.

Amended 7/27/10; 10-234
Amended 07/07/2026; RES 26-105

A.27.10 Sick Leave for Permanent Employees on Transfer/Appointment to a Temporary Position

A permanent employee who is transferred/appointed to a temporary position with no break in service shall accrue sick leave in accordance with Labor Code Sections 245-249.

Amended 2/18/03; 03-063
Amended 07/07/2026; RES 26-105

A.27.11 Partial Sick Leave Accrual

Permanent and seasonal part-time employees shall accrue sick leave on a pro rata basis according to their regularly scheduled hours.

Permanent employees who are paid for less than one-half (1/2) their regularly scheduled hours in a pay period shall not accrue sick leave.

A.27.12 DELETED | Modified Work Program for Exempt Employees

Added 6/24/08; 08-024
Renumbered 7/27/10; 10-234
Deleted 6/24/20; 20-109

A.27.13 Natividad Only- Accruals Upon Change in Employment Status
Employees transitioning from permanent to a temporary or per diem classification may do so without a break in service. Earned leave accruals, such as Paid Time Off (PTO), Annual Leave or Vacation shall be cashed out to the employee at the lower (permanent) pay rate. The cash out would occur the payroll period following the effective date of the status change.

This provision does not impact the calculation of service time for purposes of longevity eligibility. Employee eligibility for longevity shall be determined in accordance with applicable Memoranda of Understanding or County policies.

A.28 STATE DISABILITY INCOME PROTECTION PLAN

A.28.1 Miscellaneous Employees' State Disability Income Protection Plan

Employees in Units P and Z shall participate in the State Disability Income (SDI) Protection Plan and pay for said plan through payroll deduction. Unit UF employees shall participate in the State Disability Income (SDI) Protection Plan as negotiated by Service Employee International Union (SEIU) Unit H.

Amended 7/27/10; 10-234
Amended 07/07/2026; RES 26-105

A.28.2 Per-diem and Temporary Employees' State Disability Income Protection Plan.

Per-diem and temporary employees shall participate in the State Disability Income (SDI) Protection Plan and pay for said plan through payroll deduction.

Added 7/27/10; 10-234

Plan benefits may be integrated with the County sick leave benefits in that an employee on SDI may use their previously accumulated sick leave to augment their SDI benefit by an amount that will bring their total payment up to their basic salary exclusive of any special or premium pay.

A.29 PAID TIME OFF

A.29.1 Paid Time Off Defined

Paid Time Off (PTO) is defined as a combination of vacation, holidays and a portion of the employee's sick leave. PTO is established to allow the employee greater flexibility and control in the use of his/her leave package.

A.29.2 Usage

a) Prescheduled Usage

Paid time off may be used upon prior request to and approval of management. Except where unforeseen circumstances prevent it, requests to use paid time off must be received no less than fourteen (14) days prior to the first day of requested paid time off usage.

b) Other Usage

For each authorized absence due to personal illness, or any other reason for which sick leave was formerly used, an amount equal to one full shift of eight (8) hours or more shall be charged to the PTO accrual or in cases where the PTO accrual is exhausted to Leave of Absence Without Pay. Absences due to personal illness and family illness beyond the amount equal to one (1) full shift of eight (8) hours or more and the following exceptions shall be charged to the sick leave accrual bank.

Exceptions to the above subsection b) are:

1) Prescheduled physician and dentist appointments shall be charged to sick leave. Requests to use sick leave for scheduled physician and dentist appointments must be received forty-eight (48) hours prior to the appointment. Failure to meet this forty-eight (48) hour deadline shall result in charging the leave time to the PTO accrual bank.

2) Bereavement leave shall be charged to sick leave.

3) Absences due to personal illness and family illness beyond the amount equal to one full shift of eight (8) hours or more shall be charged to sick leave.

A.29.3 Paid Time Off and Annual Leave for Physicians

1) Employees in Unit UX shall be eligible for the Paid Time Off (to include automatic draw down provisions), Annual Leave, Continuing Education leave and Floating Holiday provisions in accordance with the the Union of American Physicians and Dentists (UAPD) Unit U provisions.

2) Employees in Unit UF shall be eligible for twenty- eight (28) days of Paid Time Off per calendar year and will be accrued on a pay period basis.

Added 07/07/2026; RES 26-105

A.30 MANAGEMENT ANNUAL LEAVE AND INCOME PROTECTION PLAN

Effective January 9, 1982, an annual leave program shall be implemented for permanent employees, except elected officers, in Units X and Y. Notwithstanding the provision of any other resolution, the annual leave and income protection program shall be in lieu of provisions providing vacation and sick leave benefits. Employees covered under the annual leave and income protection program shall not be eligible for any vacation and sick leave benefits except for those set forth in this section.

A.30.1 Eligible Employees

Permanent employees in Units X and Y, and Limited Term employees in Unit XL, shall be eligible for annual leave under the provisions of this article. Elected officers shall not be eligible for annual leave.

Part-time permanent employees in Units X and Y, and Limited Term employees in Unit XL shall be eligible for annual leave on a pro rata basis according to their regularly scheduled hours.

Amended 7/27/10; 10-234

A.30.2 Accrual Rate Limit

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

Years of Completed Continuous County Service	**Annual Leave Accrual**
Up to two (2) years	23 days
More than two (2) years	25 days
More than five (5) years	28 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 Y or ZX. 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 Continuous County Service	Annual Leave Accrual
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 the Federal Government, State of California and California Counties and Cities:

Effective March 22, 2025, employees (excluding Unit XL) who are hired with previous of years of service with the Federal Government, State of California and California Counties and Cities shall receive 50% credit for their combined years of service upon receiving official verification from the respective agency(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; 23-326
Amended 03/18/25; RES 25-044

A.30.3 Sick Leave Balance: Usage and Pay-Off

Current sick leave balances shall be frozen at the amount credited to the employee as of January 8, 1982. Sick leave may be used until the sick leave balance is exhausted. Unused sick leave may be paid off upon retirement pursuant to the provisions of Sections A.27.7 and A.27.8, (Sick Leave: Pay Off) of this Resolution. Sick leave may be used in the same manner as prescribed in Article 27 of the Personnel Policies and Practices Resolution.

A.30.4 Annual Leave Usage

a) Each appointing authority shall be responsible for scheduling the annual leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and

of the County service. The appointing authority shall determine when annual leave will be taken.

Policy Statement: All eligible employees in the annual leave program are expected to use at least eighty (80) hours of annual leave in each calendar year following the calendar year in which they are appointed.

When unscheduled usage of annual leave occurs, verification of reason for absence may be required of the employee. Further, employees claiming illness or injury may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness. Any person absent from work shall notify his/her department or division head at the beginning of the first day of such leave and as often thereafter as directed by the department or division head. The County Administrative Officer or the department head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence or may invoke the provisions of section B.7 entitled "Physical Fitness Examination" of the Personnel Policies and Practices Resolution.

b) Employees in Management Units X & Y, who are hired after August 29, 1989, may borrow up to twelve (12) days of annual leave during their first six (6) months of employment with the County. Use of annual leave shall be subject to the requirements set forth in paragraph a) above. Repayment of borrowed annual leave shall be at the rate of four (4) hours per pay period, and shall commence in the first pay period after six (6) months of employment, unless different arrangements are made with the appointing authority and approved by the Auditor-Controller. In the event an employee leaves County employment prior to the completion of repayment of borrowed annual leave, the amount of time remaining unpaid shall be deducted from the employee's final check.

Added b) 7/27/10; 10-234

A.30.5 Annual Leave Pay-Off Upon Termination
Any eligible employee who terminates or is terminated, shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such person on the last day actually worked or spent on authorized leave.

A.30.6 Rate of Pay While on Annual Leave
While on annual authorized leave, eligible employees shall be compensated at their base salary rate.

A.30.7 Annual Leave Accrual While on Temporary Disability
An eligible employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue annual leave during the period he/she receives temporary disability indemnity.

A.30.8 Use of Annual Leave When Permanently Incapacitated
Annual leave shall not be used to continue the salary of any eligible employee after it has been determined by a qualified medical examiner that such officer or employee is permanently incapacitated for a return to County employment.

Amended 7/27/10; 10-234

A.30.9 Disability Income Protection Plan
As a part of the management annual leave program, permanent employees with a normal work schedule of twenty (20) hours per week or more, who are covered by the annual leave program are also covered by a Disability Income Protection Plan effective on January 1, 1982, or on the first day of the pay period following their permanent appointment to an eligible class, whichever is later.

Elected officers in Units Y and O shall also be eligible for this plan on the same basis as the eligible employees.

The benefit schedules and the provisions for administering them shall be as set forth in the Monterey County Long-Term Disability Plan approved by the Board of Supervisors. The basic benefit shall be paid on a schedule of Sixty-Six and Two-Thirds Percent (66-2/3%) of an employee's base salary to a maximum salary of Six Thousand Dollars ($6,000) per month [i.e., a maximum benefit of Four Thousand Dollars ($4,000)] up to age sixty-five (65) or seventy (70), depending upon the employee's age at the beginning of total disability. There shall be a twenty-eight (28) calendar day elimination period from the start of disability to the date benefits become payable.

Any employee, except elected officers receiving Disability Income Protection Plan payments for a temporary disability, may use accumulated paid leave accruals to augment this benefit by an amount that will bring their total payment up to their basic salary exclusive of any special or premium pay until the employee recovers or a determination is made in accordance with the plan that the disability is permanent.

Amended 10/23/01:
Amended 3/19/02; 02-096
Amended 7/27/10; 10-234

A.30.10 Annual Leave Cash Out: Permanent Employees with Over One (1) Year of Service
Effective as of the designated irrevocable election period that opened November 1, 2024 and ended November 30, 2024, permanent employees in

Units Y and ZX with at least one (1) to nine (9) years of service in County employment may sell back to the County up to one hundred forty (140) hours of their annual leave in any calendar year if the following conditions are met:

a) The employee must have at least forty (40) hours of annual leave remaining after making an election to "cash out" some of their annual leave pursuant to Section A.30.13.
b) No more than one request for partial payment of a "cash out" may be made in any calendar quarter.

Added A.30.10: 10/20/85; 85 605
Increased to 80 hours: 10/26/99:
Increased to 120 hours: 1/6/04; 04/007
Amended 12/5/06; 06-021
Amended 2/6/07; 07-005
Amended 10/13/15; 15-287
Amended 2/5/20; 20-025
Amended 3/14/23; 23-092
Amended 03/18/25; RES 25-044

A.30.11 Annual Leave Cash Out: Permanent Employees with Over Ten (10) Years of Service

Effective as of the designated irrevocable election period that opened November 1, 2024 and ended November 30, 2024, permanent employees in Unit Y and ZX with over ten (10) years of service or more in County employment may sell back to the County an additional 40 hours of annual leave; up to one hundred eighty (180) hours of their annual leave in any calendar year if the following conditions are met:

a) The employee must have at least forty (40) hours of annual leave remaining after making an election to "cash out" some of their annual leave pursuant to Section A.30.13.
b) No more than one request for partial payment of a "cash out" may be made in any calendar quarter.

Added 12/5/06; 06-021
Amended 2/6/07; 07-005
Amended 10/13/15; 15-287
Amended 2/5/20; 20-025
Amended 3/14/23; 23-092
Amended 03/18/25; RES 25-044

A.30.12 Annual Leave and Vacation Accrual on Class Change to Employee/Bargaining Unit with Lesser Annual Leave or Vacation Accrual Cap

Effective January 1, 2017, when an Employee is:

a) Demoted, promoted or reclassified; or the classification to which he/she is currently assigned is moved into a different representation unit,
AND
b) The annual leave or vacation accrual cap assigned to the new class or representation unit differs from and is of overall lesser value than the annual leave or vacation accrual cap assigned to his/her former class or representation unit;

The employee may elect to:
Annual Leave:

1) Request a one-time cash out of the annual leave available on the effective date of the specified personnel action subject to the conditions provided. Employees will have sixty (60) days to exercise this option from the effective date of the specified personnel action. The maximum amount that may be cashed out shall not exceed 40 (forty) hours below the accrual maximum assigned to the new class and shall be paid at the employee's rate of pay prior to the specified personnel action. Any remaining balance shall be retained in a legacy annual leave bucket separate from vacation and sick leave. The legacy annual leave bucket may be used at the election of the employee and in the same manner as vacation or sick leave. This legacy annual leave bucket shall be a closed bucket; meaning that no additional hours may be added and can only be cashed out when the employee separates from employment in the same manner as other accruals.

   OR

2) Do nothing. If the employee chooses not to cash out any annual leave, the entire annual leave balance will be retained in a legacy annual leave bucket separate from vacation and sick leave. The legacy annual leave bucket may be used at the election of the employee and in the same manner as vacation or sick leave. The legacy annual leave bucket shall be a closed bucket; meaning that no additional hours may be added and can only be cashed out when the employee separates from employment in the same manner as other accruals.

   Where a benefit such as the sick leave bank requires the exhaustion of all accruals as a condition of eligibility, the legacy annual leave bucket shall be treated as other accruals.

Vacation:

1) Request a one-time cash out of the vacation leave available on the effective date of the specified personnel action subject to the conditions provided. Employees will have sixty (60) days to exercise this option from the effective date of the specified personnel action. The maximum amount that may be cashed out pursuant to this provision shall not exceed 40 (forty) hours below the accrual maximum assigned to the new class and shall be paid at the employee's rate of pay prior to the specified personnel action.

Added Section 8/23/11; 11-285
Amended 10/13/15; 15-287
Amended 12/12/17; 17-523

A.30.13 Election to Cash Out of Vacation/Annual Leave/Paid Time Off

A.30.13.1 Vacation/Annual Leave/Paid Time Off Cash Out Eligibility

In order to "cash out" or otherwise require the County to buy back vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provisions of the PPPR. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the PPPR, under the terms set forth below. If such criteria are not met as of December 31 of the calendar year in which the election is required to be made, then the employee has no right to election to "cash out" accrued time in the next calendar year.

An eligible employee may elect to pre-designate an irrevocable cash-out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash-out must be made prior to December 1 of the calendar year before the cash out will be made (for example. Requests for the 2016 calendar year will be made before December 1, 2015).

Cash-out designations shall be made in hours, not dollar amounts, and must be in increments of 8 hours.

Any such request will be subject to the following:

i. An employee utilizing this provision will be required to submit an irrevocable election by December 1st of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.

ii. An employee who elected to receive the cash-out as set forth above, may request a full or partial payment of the cash-out at any time in the designated calendar year, but only once per calendar quarter. For requested cash-out occurring in 2016, a full or partial payment is not guaranteed in the month of January.

iii. For employees who have pre-designated cash-out amounts and who have requested actual payment(s) of the entire designated "cash out amount" by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.

iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of

the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2015, no cash out is available in 2016).

Added 10/13/15; 15-287
Amended 2/5/20; 20-025

A.30.13.2 Vacation/Annual Leave/Paid Time Off Cash Out Eligibility Upon Change in Class

Effective November 1, 2019, employees who have qualified and elected for a cash out of vacation/annual leave/PTO pursuant to this resolution or pursuant to any MOU with a recognized employee organization do not lost their eligibility for the cash out upon reclassification or promotion, and such employees may still cash out vacation/annual leave/PTO pursuant to the criteria applicable at the time of eligibility but at the rate applicable at the time of the cash out.

Added 2/5/20; 20-025

A.30.13.3 Vacation/Annual Leave/Paid Time Off Emergency Cash Out

Notwithstanding the requirement for an irrevocable election for the cash-out of vacation/annual leave/paid time off for the upcoming calendar year, an employee may cash out vacation/annual leave/paid time off in an existing year, on the following terms:

a) The employee may cash-out no more than the maximum number of vacation/annual leave/paid time off (including any cash out previously elected) as set for in their respective Memorandum of Understanding (MOU) or applicable provisions of the PPPR.

b) The amount cashed out shall be made in hours, not dollar amounts, and must be in increments of 8 hours (with a minimum cash out of 10 hours) and shall be subject to a twenty-five percent (25%) penalty. That is, if an employee cashes out accrued time in excess of any amount designated pursuant to subdivision (a), above, the penalty shall be 25% of the excess amount cashed out. For example, if an employee irrevocably elects 40 hours of cash out pursuant to subdivision (a) but wishes to cash out an additional 40 hours in the current calendar year (assuming all other criteria as listed in Section A.30.13.1 above are met), the employee will receive the cash value of 30 additional hours, but 40 additional hours will be removed from the employee's accrued balance.

Amended 3/14/23; 23-092

A.30.14 Annual Leave Cash Out: Unit U Physicians with Over One (1) Year of Service

Physicians assigned to classifications in Unit U with at least one (1) year of service in County employment may sell back to the County up to one hundred twenty (120) hours of their annual leave in any calendar year, if the following conditions are met:

a) The physician has used (taken) at least forty (40) hours of annual leave during the proceeding calendar year; and
b) The physician has at least forty (40) hours of annual leave remaining after making an election to "cash out" some of their annual leave pursuant to Section A.30.13; and
c) No more than one (1) request for partial payment of a "cash out" may be made in any calendar quarter.

Added 11/6/18; 18-370

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 (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 (12) month grace period upon the termination of the proclaimed location emergency.

Added 6/24/20; 20-109
Amended 8/22/23; 23-326

A.30.16 Annual Leave Accrual Rate for Employees in an At-will Appointment

Effective January 1, 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; 23-326

A.30.17 Annual Leave Payout upon Assuming Elective Office

Effective September 20, 2025, a permanent/regular employee may elect to receive a payout of all accrued annual leave upon assuming elective office in Units O or Y. The payment shall be at the rate of pay in effect for such person on the last day of appointment as a regular/permanent employee.

Such payment for annual leave will be processed during the pay period in which a payroll adjustment is received.

Added 08/19/25; ORD 25-010

A.31 DELETED | COMMISSIONER ANNUAL LEAVE & INCOME PROTECTION

Deleted 7/27/10; 10-234

A.32 LEAVE OF ABSENCE - MILITARY

Every employee of the County shall be entitled to such leaves of absence and other benefits as are provided in Division II, Part I, Chapter VII of the Military and Veterans Code.

A.33 LEAVE OF ABSENCE WITHOUT PAY OR WITH PAY

A.33.1 Leave of Absence Without Pay

a) A leave of absence without pay may be granted or required by the appointing authority for a permanent or seasonal employee for a period not to exceed that provided in b) below. All leaves of absence without pay must be timely reported to the Human Resources and Auditor Controller offices on forms prescribed for that purpose.

b) No permanent employee shall be involuntarily placed on leave without pay, except for disciplinary reasons, in excess of forty-five (45) working days in a calendar year. A leave of absence without pay may not be granted for a period to exceed:
   1) Thirty (30) calendar days for personal reasons unless there is no inconvenience to the department.
   2) Six (6) months for illness beyond that covered by sick leave.
   3) Six (6) months for education or training which will benefit both the employee and the County.
   4) Six (6) months for seasonal employees during the off season periods.

c) Upon finding of unusual or special circumstances, a leave of absence without pay may be extended beyond the time specified above if approved by the appointing authority.

d) An employee who fails to report to duty after a leave of absence has expired or has been disapproved or cancelled by the appointing authority, or any other failure to report for duty as scheduled, shall be considered to have abandoned and constructively resigned his/her employment with the County.

e) An employee shall not be granted a leave of absence without pay in excess of thirty (30) calendar days except as provided in the Military and Veterans Code, or as disciplinary action, until he/she has first used all accumulated vacation and compensatory time off, if any; provided, however, if said leave of absence without pay is granted because of illness or injury, said employee may use accumulated vacation or compensatory time off, if any, but shall not be so required.

f) Neither sick leave nor vacation shall accrue during leave of absence without pay, but accrued sick leave and vacation balances shall not be lost.

g) Notwithstanding any other provision of this section, the Board of Supervisors may, by Resolution or Order, make provisions for other leaves of absence without pay.

Amended Section A.33: 4/25/00; 00-164
Amended 3/19/20; 20-064

A.33.2 Leave of Absence with Pay
An employee may be granted leave with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the Administrative Officer and/or designee that circumstances exist that make the immediate removal of the employee to be in the best interest of the County.

Added 3/19/20; 20-064

A.34 ABSENCE WITHOUT LEAVE SEPARATION

An employee absent from duty for a period which exceeds three (3) working days either consecutively or cumulatively in a sixty (60) day period without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation may be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact his/her department of employment, provided the employee contacts the department

within five (5) working days after notice of the automatic resignation sent by United States mail.

A.35 PROFESSIONAL LEAVE

A.35.1 Management Professional Leave

Employees in Units X, XL and Y shall be granted ten (10) days of professional leave on January 1 of each year. Employees permanently hired or promoted into a classification in Units X or Y or appointed to a Limited Term position in Unit XL shall, on the first pay period concurrent with or following their date of hire, be given a pro rata amount--to the nearest full hour--of professional leave based on the number of pay periods remaining in the calendar year in which they became Units X, XL or Y employees (i.e., hired at the beginning of pay period No. 8: 26-7=19, 19/26x80=58 hours) but in no event shall less than eight (8) hours be credited.

This leave may be taken only during the calendar year in which it is granted and no carry over of unused professional leave to future years is allowed.

Changed to 10 days: 1/6/04; 04-007
Revised 3/15/2005; 05-002
Amended and renumbered from A.35.2: 7/27/10; 10-234

A.35.3 Administration of Professional Leave

Departments shall be responsible for monitoring the use of professional leave and for keeping appropriate records on professional leave usage.

A.36 ELECTED OFFICIALS IN-LIEU SERVICE CREDIT

Elected Officials in Units O (effective September 20, 2025) and Y shall earn Elected Official In-lieu Service Time Credit for each year of service as an Elected Official, pro-rated on a biweekly basis. The rate at which such Elected Official In-lieu Service Credit shall be calculated is based on the total years of continuous service as a Monterey County employee and/or Elected Official with the County of Monterey as follows:

Up to five (5) years service	25 days/year
More than five (5) years service	27 days/year
More than ten (10) years service	30 days/year
More than fifteen (15) years service	33 days/year
More than twenty (20) years service	34 days/year
More than twenty-five (25) years service	37 days/year

Elected Official In-lieu Service Credit shall be paid immediately upon completion of service as a County of Monterey elective officer, and shall be paid at the then prevailing rate of pay in effect for such person on the last day of office. In no event shall Elected Official In-lieu Service Credit exceed 105 days. In the event of the death of the Elected Official, the payment shall be made to the person entitled to the official's death benefit.

In December of each year, an Elected Official in Units O (effective September 20, 2025) and Y may be advanced up to fifteen (15) days of Elected Official In-lieu Service Credit to be converted into cash payment, payable at the then prevailing rate of pay. At the time of completion of service as a County elective officer, the Elected Official's Elected Official In-lieu Service Credit calculation shall be reduced by the total number of days that had previously been advanced and converted to payment.

Previous Section 36 Deleted: 7/31/01:
New Section 36 added: 1/6/04; 04-001
Amended 08/19/25; ORD 25-010

A.37 JURY OR WITNESS DUTY

In accordance with the provisions of Government Code Section 1230.1, deductions in the amount paid as witness or jury fees shall be made from the salary of an employee who is subpoenaed or appears as a witness or is called to jury duty. If the employee takes vacation or other leave or has waived or remitted said fee to the County or appears on his/her off duty hours with no loss of work time, no such deduction shall be made.

Employees summoned to jury or witness duty shall only receive their regular salary and shall, unless they elect to take vacation or other leave, be excused from their regular job duty only to the extent necessary to fulfill their obligations as jurors or witnesses. Except as provided below, no time spent as a juror or witness shall count or be credited toward overtime eligibility, nor shall any other form of premium or extra compensation be paid for any time spent while serving as a witness or juror.

If an employee is subpoenaed as a witness in connection with his/her official duties as a County employee, the time actually spent serving as a witness shall be considered work time and any witness fees shall be waived, or remitted to the County, or a deduction equal to said fee shall be made from the employee's regular salary.

This section shall not apply to an employee who is a party or an expert witness.

A.38 BOARD OF SUPERVISORS STAFFING

A.38.1 Board Member Staffing

Each Board of Supervisors District Office shall have one (1) full time equivalent Board of Supervisors Chief of Staff and two (2) full time equivalent Board of Supervisor Policy Analyst positions allocated in the budget each Fiscal Year.

Each member of the Board of Supervisors may appoint an employee to a permanent County position in the class of Board of Supervisors Chief of Staff, or Board of Supervisors Policy Analyst, or underfill with an authorized position with a lower paid classification, to include the Board of Supervisors Executive Assistant, in accordance with the appropriations in their fiscal year budget.

All employees appointed by members of the Board of Supervisors, under the provisions of this article, shall serve at the pleasure of the Board member making said appointment and shall be exempt from the requirements of Section A.2.1 and A.4.1 through A.4.5.

All appointments made pursuant to this article shall terminate when the appointing Board member leaves office unless a vacancy occurs during the term of the Board member making the appointment, in which case the appointment shall continue until a new Board member has taken office or the Board of Supervisors provides otherwise for the filling of the position.

Additional staffing options that the Board of Supervisors may implement are as follows:

a) Appoint temporary employees at a salary rate not to exceed the seventh step of the salary range for the Board of Supervisors Policy Analyst provided that in no case shall the total amount paid for temporary services exceed a full-time monthly equivalent of the seventh step of the salary range for Board of Supervisors Chief of Staff.

b) Secure administrative or clerical services to be paid by claim provided that the hourly and monthly salary limits described in paragraph b) above are not exceeded.

Amended 7/27/10; 10-234
Amended 8/28/18; 18-287
Amended 4/18/23;23-135

A.38.2 Board Chairman Clerical Assistance

The Chairman of the Board may appoint additional temporary employees or secure additional services at a salary rate which in the aggregate, on an annual basis, will not exceed an amount equivalent to one-half (1/2) time of the annual seventh step salary of an Office Assistant II.

Amended 7/27/10; 10-234

A.38.3 Board Aide Travel Expense

All persons paid for services under the provisions of this article shall be allowed reimbursement for actual and necessary mileage and travel expenses at the rates and under the conditions provided for in the County Travel Policy.

Amended 8/28/18; 18-287

A.39 DEDUCTIONS FOR MAINTENANCE

In every case where full or part maintenance is furnished to an employee, except resident physicians, the following amounts shall be deducted from the salary authorized for the employee:

For individual meals:	$1.50 each
Single room:	$75.00 per month
Full maintenance:	where other than room and board is involved, fair value as determined by the Board.

A.40 RETIREMENT

A.40.1 Management and Miscellaneous Employees Retirement Formula
Regular employees in Units, P, X, and XL, and Z will be provided retirement benefits under the California Public Employees' Retirement System (CalPERS). Elected Officials in Units Y and O, who elect to participate, will also be provided retirement benefits under the California Public Employees' Retirement System (CalPERS).

Due to implementation of the Public Employees Pension Retirement Act (PEPRA) CalPERS has designated members as either "Classic" or "New". The employee designation is determined by CalPERS.

The retirement formulas are currently:

Non-Safety
"Classic" - 2% @ 55
"New" - 2% @ 62

Safety
"Classic" - 3% @ 50 (hired prior to 11/5/11)
"Classic" - 3% @ 55
"New" - 2.7 @ 57

Retirement benefits are subject to change based on CalPERS on-going review, and interpretations, of recent Public Employees Pension Retirement Act (PEPRA) legislation.

Removed Safety Retirement: 9/19/00
Added 9/19/00
Amended to include PEPRA legislative changes: 12/10/13; 13-361

A.40.2 Management and Miscellaneous Employees Retirement Contribution
The retirement contribution rate for regular employees in Units P, X, XL, Y and Z and Elected Officials in Units Y and O, who elect to participate, shall be as follows:

Non-Safety
"Classic" - 7 % (current employee share of cost)
"New" - the full "Normal" share of cost as determined by CalPERS

Safety
"Classic" - 9 % (current employee share of cost)
"New" - the full "Normal" share of cost as determined by CalPERS

Added Unit Z: 8/25/87; 87-452
Added Salary increase option: 8/21/88;
Removed Unit C: 7/5/94; 94-287

Moved Unit Z to 40.3: 9/19/0:
Removed PERS spiking language: 9/19/00;
Employee contribution change - Non-safety to 3.5%, Safety to + 4.5%: Amended 7/12/11; 11-255
Employee contribution change - Non-safety to 7%, Safety to + 9% and PEPRA legislative changes: Amended 12/10/13; 13-361

A.40.3 DELETED | Miscellaneous Employees Retirement Contribution

Added 8/26/86; 86-520
Added Unit P: 6/30/87; 87-386
Employee contribution change to 3.5% Amended 7/12/11; 11-255
Deleted 12/10/13; 13-361

A.41 REPEAL OF PREVIOUS RESOLUTIONS

Resolutions 84-579, 80-339, 80-517 and 81-536, as amended and all other resolutions and Board orders in conflict herewith are hereby superseded.

A.42 DELETED | CHILD CARE REFERRAL LEAVE PROGRAM

Deleted 7/27/10; 10-234

A.43 DEPENDENT CARE ASSISTANCE PROGRAM (DEPCARE)

Effective January 1, 1990, all permanent and seasonal employees in County service with dependents shall be eligible for the DepCare Program. Employees enrolled in the DepCare Program may pay for dependent care expenses on a pretax, salary reduction basis as established under Internal Revenue Code Section 129.

Added 11/7/89; 89-611

A.44 PUBLIC EMPLOYEES RETIREMENT SYSTEMS (PERS) SERVICE CREDIT

A.44.1 Military Service Credit

Pursuant to the terms and conditions of the applicable Monterey County contract with the Public Employees' Retirement System (PERS), employees may exercise an option to purchase up to four (4) years military service credit toward public service under the Public Employees Retirement System (PERS). An employee exercising this option is personally responsible for direct payment to PERS of all fees, payments and interest entailed.

Added 1/2/90; 90-7
Amended to include all units and ???: 3/19/02; 02-095

A.44.2 Peace Corps and/or VISTA Service Credit

Pursuant to the terms and conditions of the applicable Monterey County contract with the Public Employees' Retirement System (PERS), employees may exercise an option to purchase up to three (3) years Peace Corps and/or VISTA service credit toward public service under the Public Employees Retirement System (PERS). An employee exercising this option is personally responsible for direct payment to PERS of all fees, payments and interest entailed.

Added 3/19/02: 02-095

A.45 PREMIUM ONLY PLAN (POP)

All permanent and seasonal employees in County service shall be eligible for the POP Program. Employees enrolled in the POP Program may pay for their health, dental and vision premiums on a pretax, salary reduction basis as established under Internal Revenue Code, Section 129.

Added 10/29/91; 91-532
Modified 1/1/00; 99-0440

A.46 DELETED | PHYSICAL THERAPIST RECRUITMENT STIPEND

Added Section A.46: 1/10/95; 95-024
Deleted 04/29/08; 08-017

A.47 WORKSITE BLOOD DONATION

Effective May 1, 1995, all permanent and seasonal employees shall be eligible for paid release time for the purpose of donating blood at the worksite.
An employee may be granted up to one hour of paid release time provided that:

a) The release of the employee will not unduly interrupt department schedules or operations, as determined by department management;
b) The employee will provide proof of donation as deemed sufficient by the department head; and
c) No employee shall be granted time more frequently than once every eight weeks.

Added Section A.47: 4/25/95; 95-166

A.48 EDUCATION AND TRAINING

A.48.1 Compensated Voluntary Training

Employees may be compensated for time spent attending voluntary training programs in accordance with Administrative Procedures established by the County Administrative Officer.

Added 5/12/01; 01-193

A.48.2 DELETED | Educational Assistance Program

Amended to change program name: 3/19/02 02-097
Deleted 7/25/23; 23-257

A.48.3 Sexual Assault Forensic Examiner – Per Diem

Trainee and Clinically Competent Sexual Assault Forensic Examiner-Per Diem shall attend once a month-two (2) hour SART coalition meeting and shall be paid $50 dollars per hour, for a total of $100.

Upon proof of completion of training provided by California Clinical Forensic Medical Training Center (CCFMTC) or other pre-approved provider, SAFE's shall be eligible for reimbursement for such training up to the following amounts:

$500 for training – Conducting Adult Examinations
$500 for training – Conducting Pediatric Examinations.

Added 3/26/13; 13-102
Amended 10/14/14; 14-295
Amended 8/28/18; 18-270

A.49 EMPLOYEE INCENTIVE PROGRAMS

A.49.1 Employment Bonus Programs

a) All positions except those at Natividad Medical Center
An employment bonus of up to $10,000 may be paid to successful applicants or current employees hired or promoted into eligible permanent positions designated as "difficult-to-fill", as determined by the County Administrative Officer or designee and upon recommendation from the Department Head or designee. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

b) Natividad Medical Center
An employment bonus of up to $20,000 may be paid for permanent 'difficult-to-fill' positions as determined by the NMC CEO. Eligibility for and payment of this bonus shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

Added 5/15/01; 01-194
Amended 4/29/08; 08-017
Amended 2/14/23; 23-036
Amended 10/17/23; RES 23-185
Amended 08/27/2024; RES 24-150

A.49.2 Employee Referral Bonus Program

a) All positions except those at Natividad Medical Center
A bonus of up to $2000 may be paid to permanent employees who refer successful candidates hired in the County. Paid hours is subject to the approval from the County Administrative Officer or designee. Eligibility for and payment of this bonus shall be in accordance with Administrative Guidelines established by the County Administrative Officer.

b) Natividad Medical Center
A bonus of up to $3,000 may be paid to permanent employees who refer successful candidates hired into "difficult-to-fill" positions as determined by the NMC CEO. Eligibility for and payment of this

bonus shall be in accordance with Administrative Guidelines established by the County Administrative Officer.

Added 5/15/01; 01-195
Amended 4/29/08; 08-017
Amended 10/17/23; RES 23-185

A.49.3 Employee Relocation/Moving Allowance
The County Administrative Officer may approve relocation and /or moving expenses for newly hired County employees, except those appointed by the Board of Supervisors. The County Administrative Officer may authorize a Relocation/Moving Allowance of up to $10,000. S/he must request Board of Supervisors' authorization for Relocation/Moving Allowances in excess of $10,000. Eligibility for and payment of this allowance shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

Added 5/15/01; 01-196
Revised 7/22/08; 08-027

A.50 EMPLOYEE WELLBEING AND WORK-LIFE RESOURCES PAID LEAVE

Employee wellbeing is viewed as the promotion of the physical, social, emotional, occupational, spiritual, financial, and intellectual wellness of individuals. All permanent and seasonal employees shall be eligible for up to twelve (12) hours of paid leave time per calendar year to attend County sponsored classes/programs to include, but not limited to Health Promotion Partnership, and Employee Benefit events. The hours may be also used for wellness hours offered through CalPERS for reducing an employee's medical insurance deductible. The paid leave time may be used during employee's regularly scheduled work hours. Employees must follow their department's workplace leave request procedure and receive supervisor approval prior to participating. This leave is separate from any other paid leave accruals provided by the County, does not count towards overtime calculations and shall not carry forward to another calendar year. Hours will be pro-rated based on assigned Full Time Equivalent (FTE).

Added 12/6/05; 05-016
Amended 7/2622; 22-278

A.51 SEXUAL ASSAULT FORENSIC EXAMINER – PER DIEM CREDENTIALING REIMBURSEMENT

Trainee and Clinically Competent Sexual Assault Forensic Examiner – Per Diem shall be reimbursed up to $250 for credentialing at NMC upon hire and every other year thereafter.

Added 3/26/13; 13-102

A.52 UNITS O, Y AND ZX 401(A) CONTRIBUTION

Effective January 2027, the County shall establish a 401(a) plan for Units O, Y and ZX and contribute one hundred dollars ($100) monthly.

Amended 03/18/25; RES 25-044
Amended 08/19/25; ORD 25-010

B. PERSONNEL POLICIES AND PRACTICES

B.1 CREATION OF NEW POSITIONS

Whenever an appointing authority desires the creation of a new position, he/she shall make such recommendations to the County Administrative Officer. After review and investigation, the County Administrative Officer shall submit his/her recommendation to the Board of Supervisors.

B.2 CLASSIFICATION OF POSITIONS

B.2.1 All offices and positions in the County service shall be assigned to a classification on the basis of their duties, responsibilities and special requirements.

B.2.2 The classification plan may hereafter be amended by the additions, division, consolidation, or abolition of class specifications by the County Administrative Officer.

B.2.3 The classification or allocation of positions may hereafter be changed on the recommendation of the County Administrative Officer and approval of the Board of Supervisors.

B.3 QUALIFICATIONS OF EMPLOYEES

B.3.1 Officers and employees hereafter appointed, except to an elective office, may be required to possess the qualifications and requirements prescribed in the class specification for the class to which the employee has been appointed.

B.3.2 The County Administrative Officer shall maintain employment lists for all classes where practical. Such lists shall be established by reviewing the qualifications on the basis of information submitted by applicants. The County Administrative Officer may use any generally recognized selection technique which in his/her opinion will fairly evaluate the qualifications of applicants.

B.4 PRE-EMPLOYMENT DRUG TESTING

As part of the County's pre-employment examination process, after the County has made a contingent offer of employment. Applicants will be tested for drugs. This

testing process furthers the commitment of the County to eliminate substance abuse and its affects from the County workplace. The Pre-Employment Drug Testing Policy will not otherwise affect County policy pertaining to drug testing Safety Sensitive positions including Law Enforcement; Office of the District Attorney, Drug Related or DOT regulated positions. This policy shall be in accordance with the Administrative Procedure established by the County Administrative Officer.

Seniority Deleted: 3/8/04; 04-093and (no Bd mtg that date)
Added 5/15/07; 0600.025

B.5 APPOINTMENTS

B.5.1 Appointment of employees to positions shall be made by the appointing authority from lists of candidates referred by the County Administrative Officer or his/her authorized representative. These employment lists shall be developed under the direction of the County Administrative Officer and shall include only the names of persons who have successfully completed examinations, tests, or evaluations designed to establish the qualifications of such persons.

B.5.2 Reemployment
In lieu of appointing a new employee to a vacant position, an appointing authority may, with approval from the County Administrative Officer, reemploy an employee to a class in which he/she held permanent status and from which he/she separated in good standing within the previous two (2) years.

B.5.3 The appointing authority may, with the approval of the County Administrative Officer, appoint a person to a position in a class with a lower salary range than the salary range of the class authorized by the Board of Supervisors. Both classes must be assigned to the same class family and require similar training and experience.

B.5.4 A qualified County employee may be placed into a vacant position in a class in Unit Y by an appointing authority, pending recruitment for said position. Such an act shall be considered an acting appointment and the employee shall be paid the salary for the higher class until the date on which the person receiving a permanent appointment to said position reports for work.

B.5.5 A qualified County employee may be placed into a vacant position in a class in Units X and Z by an appointing authority with prior approval of the Deputy County Administrative Officer-Human Resources, pending recruitment for said position. Such an act shall be considered an acting appointment and the employee shall be paid the salary for the higher class until the date on which the person receiving a permanent appointment to said position reports for work. 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.

B.5.6 Reappointment to a previous class

Upon approval of the appointing authority, a current permanent employee who has served as a permanent/regular employee in a previous class from which s/he left in good standing may be reappointed to a position in 1) the previous class, 2) a lower paid class in the same class family as the previous class. Designated at-will, temporary, limited term employees and positions established under Labor Code section 2922 are not eligible for reappointment.

Amended 4/3/01; 01-140
Amended 6/14/11; 11-173

B.5.7 Appointment of Limited Term and Loan Assigned Employees

a) Limited Term Employees

A Department Head may fill an allocated position in his or her department with a limited term employee for up to one (1) year. An appointment to a limited-term position shall be made on the basis of qualifications with the required approval from the Human Resources Director and/or Designee. Department Heads may appoint an individual from a certified eligible list approved by the Human Resources Director and/or designee. The Human Resources Department and/or designee shall determine the methods of evaluating the qualifications of applicants. The methods shall involve any combination of written test, oral test, performance test, rating of education, training and experience, and shall take into consideration Veteran's Preference as adopted by the Board of Supervisors. Administration of Limited Term Employees shall be in accordance with the Administrative Guidelines established by the County Administrative Office and/or Human Resources Director.

In anticipation of a vacated position in a department, a Department Head may, not more than 30 days in advance of a position being vacated, hire a limited term employee, as provided by these rules, to fill an allocated position.

Each limited term employee shall be a non-permanent, at will employee who shall be provided with health, retirement, and paid leave benefits.

Any employee occupying a "limited" position is at-will. No seniority rights, layoff rights or other employment rights are accrued by persons occupying limited term positions. No time served in a position as a Limited Term shall be counted towards the probationary period for the classification.

Amended 7/25/17; 17-287

b) Loan-Assigned Employees
When a current, permanent County employee has voluntarily accepted an appointment to a special project for a period of time, s/he shall retain the same benefits as s/he received in her/his regular position.

When the defined or discrete period, special project, or need for a loan assigned employee has ceased, the loan assigned employee shall have the right to return to his/her permanent position.

Added 8/16/05; 05-009

B.5.8 Management Specialist and Executive Management Specialist Appointments

In isolated situations, where there is a threatened interruption of critical services and immediate action is deemed appropriate, the County Administrative Officer or Department Head, with concurrence of the Human Resources Director or designee, may temporarily hire a Management Specialist when no classification exists. The Management Specialist appointment may not exceed one (1) year and requires approval from the Human Resources Director and/or designee. The Management Specialist must meet the minimum qualifications of the position (if appropriate), project, or services being requested. Administration of Management Specialist Appointments shall be in accordance with the Administrative Guidelines established by the County Administrative Officer and/or Human Resources Director.

Only the County Administrative Officer is authorized to appoint an Executive Management Specialist.

Management Specialist employees are not entitled to: benefits (health and paid leave benefits); do not have rights to the position temporarily filled including seniority or layoff rights as per the County layoff procedure.

Added 7/25/17; 17-287

B.5.9 Temporary to Permanent

A temporary employee may be appointed to a permanent position in the same classification upon approval of the appointing authority when the following conditions are met:

a) The temporary employee was referred and hired from an eligible list for a permanent position.
b) The effective date must be within two (2) years of the original appointment date to a temporary assignment.

Added 7/20/21; 21-213

B.6 INITIAL PROBATIONARY PERIOD

The initial probationary period shall be the final phase of the examination or qualification process. It shall be used by the appointing authority for the evaluation and effective adjustment of any newly appointed employee and for removal of any probationary employee whose performance or work related behavior does not meet the required standards for the position to which he/she has been appointed or for County service generally.

Each appointment, demotion, promotion, reclassification, reemployment, reinstatement or transfer to a permanent position shall likewise be subject to an initial probationary period except as provided in paragraph 3 below. Unless a shorter initial probationary period is set forth in the applicable memorandum of understanding, this test period shall be a minimum of twelve (12) months. Employees having completed a probationary period in a classification collapsed into a broad class shall be deemed to have completed any required probationary period for such broadbanded classification. Employees who are in a period of probation at the time their position is collapsed into a broad classification shall be subject only to the remaining period of probation not completed. An employee's anniversary date shall not be affected as a result of such an action.

An employee shall not be required to serve a second probationary period for a classification in which s/he has successfully completed the initial probationary period, except as follows:

a) The employee leaves County service and later is rehired into the same job classification s/he formerly held.
b) As provided in Section D. Disciplinary Action or the applicable memorandum of understanding.

The probationary period shall date from the time of appointment to a permanent or seasonal position and shall not include time served as a temporary, part-time, or emergency appointee, nor any period of continued leave of absence without pay exceeding thirty (30) days.

For cause, the County Administrative Officer, upon the recommendation of the appointing authority, may extend the probationary period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the probationary period. 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.

Amended 4/29/08; 08-017
Amended 12/1/09; 09-435
Amended 2/14/12; 12-036
Amended 10/5/18; 18-323

B.7 PHYSICAL FITNESS EXAMINATION

B.7.1 Except as specified herein, no person shall receive a permanent or seasonal appointment until a determination has been made as to the person's physical and/or mental fitness for the position to be filled. The process of determining a person's physical or mental fitness for a County position shall, at a minimum, include a person's having completed a prescribed medical questionnaire to be subsequently reviewed by the County assigned physician. The County assigned physician may require a medical examination of the person. For the purposes of this section a medical examination is defined as a physical, mental or psychiatric examination, medical tests, including laboratory, x-ray, EKG, review of medical and or psychological information or other tests and procedures designed to determine a person's fitness to obtain or hold a position in County service.

B.7.2 Any medical examination may be given by the person's own medical physician at the person's own expense, or shall be by the County assigned physician at County expense. The results of any such examination given by the person's own medical doctor shall be reviewed by the County assigned physician. After review of the medical examination, the County assigned physician may require additional medical examinations prior to final determination of a person's fitness for a County position. The County assigned physician shall make a recommendation in writing to the appointing authority.

B.7.3 The appointing authority shall make the final determination of a person's fitness for a County position after consultation with the County assigned physician. If necessary, this determination should be made before appointment; however, it may be made after appointment, but in all cases, the determination must be made within thirty (30) days from the date of appointment. If such determination is not made in the specified thirty (30) days, the person will no longer receive compensation as a permanent or seasonal employee unless the appointing authority recommends and the County Administrative Officer approves an extension of the thirty (30) days.

B.7.4 The County Administrative Officer, upon recommendation of the appointing authority may, for certain positions, require a person or persons considered for appointment to any such temporary, permanent or seasonal position to undergo a medical examination in addition to the completion of the medical questionnaire.

B.7.5 An appointing authority, subject to the approval of the Administrative Officer, may upon conditions deemed by them to be in the interest of the County, requirements of laws or regulations, the welfare of the employee or applicant for employment, require a medical examination of any employee or applicant for employment. The medical examination will be conducted, under these conditions, by the County assigned physician at County expense or medical or psychological practitioner selected by the County at its expense.

B.7.6 An employee found physically unfit to perform the duties of his/her position or who cannot perform such duties in a manner which would not endanger his/her health or safety or the health or safety of others may, with the recommendation of the appointing authority and approval of the Administrative Officer, be removed from his/her position. Such removal may include placement on sick leave status, leave of absence, retirement status or termination as determined by the County. An employee removed from his/her position under the provisions of this section shall be entitled, upon his/her request, to a reevaluation of his/her fitness to perform the duties of his/her position after a period of sixty (60) days has elapsed from the date of his/her initial removal. An employee who is terminated under the provisions of this section may appeal such termination pursuant to the provisions of Section C.13 of this resolution.

B.8 FINGERPRINTS

No person shall receive an appointment to a peace officer position until such employee has been fingerprinted. As required by law or upon approval of the appointing authority, any permanent, seasonal, or temporary employee shall be required to be fingerprinted.

B.9 LOYALTY OATH

All employees, prior to receiving any compensation, shall complete such loyalty oath or oaths as may be required by state law.

B.10 EMPLOYER-EMPLOYEE RELATIONS

B.10.1 The County of Monterey recognizes the importance of good personnel management and sound employer-employee relations between the County and both individual employees and employee organizations.

B.10.2 As recognition of the rights and responsibilities conferred on both local government agency employers and their employees by California Government Code, Section3500 et seq, the County will, by separate resolution known as the "Employer-Employee Relations Resolution," establish orderly procedures for the administration of employer-employee relations between the County and its recognized employee organizations.

B.10.3 Nothing contained herein shall be deemed to supersede the provisions of existing state law or shall be construed as making the provisions of Section 923 of the Labor Code applicable to the employees of the County of Monterey.

B.11 TRANSFERS

Any position may be filled by a transfer of an employee in the same or a comparable class upon approval of the appointing authority concerned. Only a permanent employee may be transferred to a permanent position. Notwithstanding any other provision of this resolution, an employee who transfers between departments, to and from the Municipal Courts, or to and from a special district under control of the Board of Supervisors, shall retain accumulated vacation and sick leave, credit for time of services in setting salary steps within the range and such other benefits that accrue to employees with continuous service.

Amended 2/18/03; 03-063

B.12 SERVICE AWARDS

Permanent and seasonal employees shall be eligible for service awards at intervals of five years of service to the County. Service to the County shall be calculated based on criteria determined by the County Administrative Officer. An employee receiving a service award for twenty-five (25) years or more shall, following attendance at the presentation by the Board of Supervisors, receive the remainder of the day as paid time off.

B.13 OFFICE HOURS

B.13.1 All County offices, other than Communications, Natividad Medical Center, Juvenile Hall and Sheriff's Office, shall be kept open for the transaction of business every day in the year except Saturdays, Sundays and holidays from 8:00 a.m. to 5:00 p.m. or otherwise authorized by the Board of Supervisors by separate resolution.

B.13.2 The Communications Department, Natividad Medical Center, Juvenile Hall and Sheriff's Office shall be open for the transaction of business during all of each hour of every day of the year.

B.13.3 In all offices where there is but one employee, the office shall be permitted to be closed during the hours from 12:00 noon to 1:00 p.m.

B.14 OTHER EMPLOYMENT

B.14.1 An employee engaging in any outside employment, whether or not for compensation, shall promptly inform his/her appointing authority of the nature of such employment and the time required.

Added 9/12/95; 95-412

B.14.2 No employee shall engage in any outside employment, which may create a conflict of interest, or the appearance thereof, or be incompatible with the job duties of his/her position or the mission of his/her appointing authority. An employee engaging in any such outside employment shall promptly inform

his/her appointing authority of the nature of such employment and the time required. Approvals of outside employment shall expire on December 31 of each year and may be renewed after review and approval of the appointing authority. In the case of an appeal by the employee of a denial of authorization for outside employment, the appointing authority shall report the denial appeal to the County Administrative Officer with an explanation as to how such employment is incompatible with County employment. The County Administrative Officer shall make the final decision regarding the authorization for outside employment. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the denial appeal from a NMC employee shall be reported to the NMC Chief Executive Officer, who shall make the final decision regarding the authorization for outside employment.

Amended 3/9/99; 99-090
Amended 4/29/08; 08-017

B.14.3 An employee engaging in any outside employment or activity, whether or not for compensation, which may create a conflict of interest, or the appearance thereof, or be incompatible with County employment, who fails to inform his/her appointing authority of such outside employment or activity may be subject to disciplinary action up to and including dismissal.

B.14.4 A physician employed by the County, including contract employee physicians (Unit U), are prohibited from conducting any private practice of their profession unless specifically authorized in writing by their Appointing Authority. A physician including contract employee physicians (Unit U), employed less than full time by the County shall be subject to the above provisions of this section.

Amended 04/29/08 08-017

B.15 DELETED | EMPLOYMENT OF SPOUSES OR RELATIVES

Deleted 10/24/18; 18-353

B.15.1 DELETED

Sub-selection Deleted 10/24/18; 18-353

B.15.2 DELETED

Sub-selection Deleted 10/24/18; 18-353

B.15.3 DELETED

Sub-section Deleted 10/24/18; 18-353

B.15.4 DELETED

Sub-section Deleted: 4/11/00; 00-145

B.15.5 DELETED

Amended 4/11/00; 00-145
Sub-section Deleted 10/24/18; 18-353

B.15.6 DELETED

Sub-section Deleted: 4/11/00; 00-145

B.16 SERVICE AT THE PLEASURE OF THE APPOINTING AUTHORITY

B.16.1 The following employees shall serve at the pleasure of their respective appointing authority:

Except as provided by law, individuals in the Executive Management Unit (Monterey County employees representation Unit Y) and assistant department heads.

Except as provided by law, temporary employees.

Except as provided by law, employees serving their initial probationary period.

The first-line aide(s), manager(s) or assistant(s) to elected County public officials,

The immediate and direct clerical/secretarial staff of elected County public officials,

First line managers receiving policy direction directly from Commissions.

Amended 6/14/11; 11-173

B.16.2 This section shall have prospective effect only. Any aforementioned County employee who served at the pleasure of his/her appointing authority pursuant to the provisions of Section 15.14 of Resolution 82-563 on the effective date of this section, shall not have his/her employment status affected by the addition of this section, with respect to his/her current position and/or classification, but shall instead continue to have the same at-will employment status with respect to his/her current position and/or classification as existed prior to the effective date of this section. Likewise, any County employee who had vested rights to continued employment on the effective date of this section, shall continue to have and retain such rights with respect to his/her current position and/or classification as existed prior to the effective date of this section.

B.17 MOVED

Re-lettered to C 6/6/10; 10-074

B.18 DELETED | LACTATION IN THE WORKPLACE

Added 4/13/10; 10-089
Deleted 3/16/21; 21-219

B.19 DELETED | TELECOMMUTING

Added 3/22/1; 11-074
Deleted 7/28/20; 20-119

C. LAYOFF AND RECALL PROCEDURES FOR UNREPRESENTED EMPLOYEES

Section re-lettered from B.17 6/6/10; 10-074

C.1 APPLICABILITY

These Layoff and Recall Procedures shall apply to all unrepresented employees, except for those identified in Section B.16. Departments and employees required to be covered by other layoff procedures, e.g., Local Agency Personnel Standards ("LAPS"), State Merit System, and Anti-recession Federal Regulations, shall be governed by those procedures.

C.2 POLICY

Upon authorization by the Board of Supervisors, the County may layoff an unrepresented employee because of lack of work, lack of funds, material change in duties or organization, in the interest of economy, or for causes outside the County's direct control. Layoffs will be made within individual County departments and not from one County department to another. In the event a reduction in force in a department is determined by the Board of Supervisors to be necessary, the department head shall designate the classes, positions, and number of employees to be eliminated, subject to Board action to reduce budgeted position allocations and authorize layoff notices.

C.3 DEFINITIONS

a) "Bumping" occurs when an employee ranked in a previous class in the same department has greater seniority than one or more employees currently in that class, and the employee elects to demote to the class, thus "bumping" an incumbent. The bumped incumbent is then given a layoff notice and, if applicable, the option to be ranked in a previous class.

b) "Class" is defined in Section V "Definitions."

c) "Class series" is defined as a group of classes having common characteristics and/or promotional opportunities.

d) "Continuous service" for purposes of ranking for layoff shall be defined as service in a class series within the County without separation from the effective date of employment, to include work related injury leave of up to one (1) year's duration.

e) "Rank" or "rank in class" shall be defined as the relative seniority as defined herein between or among employees in a class for purposes of determining the order of layoffs.

f) "Seniority" is defined as the length of continuous service in a class series, as determined by County personnel records, while occupying a permanent position within the County.

C.4 ORDER OF LAYOFFS

Except as provided in Section C.6, layoff shall be by rank in class based on seniority within the class series. The order of layoffs within a County department within the designated class shall be:

a) All temporary employees in the class series;
b) Probationary new employees (excluding promotional probationary employees)
c) Permanent employees (including promotional probationary employees).

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department.

C.5 ORDER OF LAYOFF, EXCEPTION TO RANKING SEQUENCE

C.5.1 Layoffs of permanent employees within each category of employment status within a class within a department shall be based on rank in class unless it can be demonstrated that:

a) an employee possesses special skills, training, or abilities consistent with administrative guidelines developed pursuant to these procedures; OR
b) the employee's job performance record justifies an alternative ranking; OR
c) the employee may, by virtue of rank in class, be subject to disparate treatment under the laws of employment discrimination.

C.5.2 The bilingual pay status of an employee pursuant to Section A.9.5 may be considered a job skill that can be used to differentiate individual employees as to their respective abilities and qualifications only if bilingual ability is required or is listed as a Desirable Qualification in the County's official class specification and is an essential job duty of the employee's position.

C.6 RANKING IN PREVIOUS CLASS

A permanent employee may elect to be ranked by seniority with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status (i.e., passed the probationary period in that class) in an existing position the County service. An employee must notify his/her appointing authority within five (5) working days after receipt of written notice of layoff of the election to exercise this option. An employee who is bumped as the result of such ranking shall be laid off in the same manner as an employee whose position is

eliminated by action of the Board of Supervisors, and may exercise his/her seniority in accordance with these rules and procedures. An employee shall not have the right to bump from one County department to another.

C.7 DEMOTION IN LIEU OF LAYOFF

In lieu of layoff, the department head may offer a permanent employee a demotion to any class within the department with the same or lower salary, for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who accepts a demotion in lieu of layoff shall be placed on the department's Recall List and shall have the right of restoration to his/her former class when an opening occurs and his/ her ranking sequence warrants restoration, subject to the provisions of Section C.10 "Reemployment of Employees Laid Off."

C.8 VOLUNTARY TRANSFER IN LIEU OF LAYOFF

C.8.1 Pursuant to Section B.11, and prior to and in lieu of layoff, the department head may offer a permanent employee a transfer to any class within another County department with the same or lower salary, for which the employee is qualified, subject to the following conditions:

a) Such transfer must be voluntary on the part of the employee; and
b) A vacancy in the position must exist; and
c) The department head in the department to which the employee will be transferred must first agree to the transfer.

C.8.2 Employees transferred in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure.

C.8.3 Notice of layoff shall be given. The length of eligibility for a voluntary transfer shall be the period of layoff notification specified in Section C.10, and may be withdrawn by the department upon notice to the employee.

C.8.4 An employee who accepts a transfer in lieu of layoff shall serve a new probationary period pursuant to Section B.6 of this Resolution.

C.8.5 An employee who accepts a transfer in lieu of layoff shall be placed on the department's Recall List and shall have the right of restoration to his/her former class when an opening occurs and his/ her ranking sequence warrants restoration, subject to the provisions of Section C.10 "Reemployment of Employees Laid Off."

C.9 NOTICE

Written notice of layoff shall be served on the affected employees in person, or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the effective date of the layoff. The notice shall include:

a) The reason for the layoff;
b) The effective date of the action;
c) A reference to the provisions governing reemployment;
d) Notice that employment counseling is available;
e) Notice that any decision to bump must be made within five (5) working days; and
f) Notice that the employee has five (5) days within which to appeal the layoff.

C.10 REEMPLOYMENT OF EMPLOYEES LAID OFF

The names of persons laid off, demoted or transferred in lieu of layoff under these procedures shall be maintained on a departmental Recall List for the class from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental Recall List to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off, demoted or transferred employees from the appropriate departmental recall list in rank order. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs, demotions or transfers have occurred until all employees on such status in that class have had the opportunity to return to previous positions.

C.10.1 The department head may make an exception to the above order of recall to appoint an employee out of ranking sequence when it is in the best interest of the County for an employee with demonstrated special qualifications, skills or training, or for Equal Opportunity considerations, to be placed in an alternative ranking.

C.10.2 During the layoff notification period, every employee given notice of layoff may request employment counseling and evaluation during the layoff notification period, in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a County-wide Preferred Eligible List. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, the laid off employee's name shall be placed on a Preferred Eligible List for each class designated as the result of the counseling and evaluation. When the Human Resources Division receives a request to refer applicants to a department for a vacant position in a class for which there exists a Preferred Eligible List, laid off employees on the List shall be considered for employment prior to any other job applicant(s). A competitive job-related selection process may be used to determine the order in which laid off employees on a Preferred Eligible List for a class will be referred for an interview.

C.10.3 A laid off employee shall be removed from the department Recall List or a Preferred Eligible List for any of the following reasons:
a) The expiration of one (1) year from the date of layoff;

b) Re-employment within the County;

c) Failure to accept employment or report to work;

d) Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County;

e) Failure to respond within seven (7) days to a communication regarding availability of employment; or

f) Request in writing by the laid off employee to be removed from the list.

C.11 STATUS OF EMPLOYEES RE-EMPLOYED FROM A PREFERRED ELIGIBLE LIST

A laid off individual who is re-employed from a Preferred Eligible List shall serve a new probationary period unless he/she has previously completed a probationary period in the job class, and shall otherwise be treated as a new employee with the following exceptions:

C.11.1 Former employees who are hired from a County-wide Preferred Eligible List shall be entitled to:

a) Placement at up to the highest step in the class into which they are hired, provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff;

b) Reinstatement of credit for service time (seniority) up until the date of separation from County service;

c) Credit for all prior service for the purpose of determining vacation, annual leave and sick leave accrual rates; and

d) Restoration of any sick leave balance credited to the employee's account on the date of layoff.

C.12 RESTORATION OF BENEFITS FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from a departmental Recall List under the terms of this article within one (1) year from the date of layoff shall be entitled to:

a) Restoration of permanent status for employees who are rehired from a departmental Recall List into the class from which they were laid off, and who have completed their probationary period. For an employee who has not completed his/her probationary period, credit for that portion which the employee has completed shall be given if the employee is rehired from a departmental Recall List.

b) Restoration of all sick leave that was credited to the employee's account on the date he/she was laid off.

c) Credit for all prior service for the purpose of determining vacation and annual leave accrual rates.

d) Placement in the same step of the salary range that the employee held at the time of his/her layoff.

e) Reinstatement of credit for service time (ranking) as of the date of layoff.

C.13 INSURANCE COVERAGE

Each permanent employee who is enrolled in the County Health Plan at the time of layoff may, prior to the effective date of the layoff, elect to enroll in a health insurance conversion plan offered by the County's then current health plan administrative carrier. In the event the laid off employee so elects, the County will pay a one-time amount equal to two (2) times the employee only monthly premium at the time of layoff toward the cost of the health insurance conversion plan. The above insurance provision does not apply to employees who retire coincidental to their layoff.

C.14 APPEAL PROCEDURE

An employee who receives a layoff notice may, within five (5) working days thereafter, request a meeting with the department head or the department head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative.

C.15 USE OF ALTERNATIVES TO LAYOFF

Nothing contained in these procedures shall be construed to prevent individual departments from using alternative procedures to layoff, such as, e.g., furloughs, job sharing or part-time work plans. Furloughs shall require approval of the Board of Supervisors. Individual job sharing and part-time work plans shall require the agreement of the department head and the employee(s) involved.

D. DISCIPLINARY ACTIONS

Section re-lettered from C 6/6/10; 10-074

D.1 DISCIPLINARY ACTION

The appointing authority may take disciplinary action against any employee in the service of Monterey County provided that the rules and regulations prescribed herein are followed, except that adverse action against an employee who serves at the pleasure of the appointing authority, pursuant to Section B.16 of this document shall be accomplished by a single written notice which sets forth the adverse action and

provides the opportunity for the employee to discuss that action with his/her appointing authority prior to its effective date. As used in this section, "disciplinary or adverse action" shall mean dismissal, suspension, disciplinary demotion, reduction in salary, disciplinary probation, or formal written reprimand.

D.2 NOTICE OF DISCIPLINARY ACTION

In order to institute disciplinary action, the appointing authority, or his/her designee, shall serve written notice of the proposed disciplinary action in accordance with the following procedures.

Except when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by United States Postal Service, to the current address listed on the employee's most recent Personnel Action form, no less than five (5) calendar days prior to the effective date of any disciplinary action against the employee. The five (5) day prior notice requirement shall not apply to the following disciplinary actions, but may be given within a reasonable time after the commencement of such discipline.

D.2.1 Suspension without pay of five (5) days or less;

D.2.2 Suspension with pay of twenty (20) days or less;

D.2.3 Written reprimands;

D.2.4 Emergency or other special situations.

The notice(s) of disciplinary action shall together include the following:

a) The nature of the disciplinary action;

b) The effective date of the action;

c) The causes for the action in ordinary, concise language with the dates and places thereof, when known;

d) A statement that the material upon which the action is based is available for inspection; and

e) A statement advising the employee of his/her right to respond, either verbally or in writing, to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date, and the right to be represented in that response.

In order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee on or as soon after the effective date of the disciplinary action as possible. This notice of disciplinary action shall contain the information specified in items a),

b), and c) above and, in addition, shall include a statement of the employee's right of appeal, if any, and representation by a party of his/her choice. The notice also shall include a referral to the section of this Resolution titled, "Appeals from Disciplinary Action."

D.3 REPRIMAND

An appointing authority may reprimand an employee by furnishing him/her with a written statement of the specific reasons for such reprimand. A copy of the reprimand shall be placed in the employee's personnel file, and shall not be subject to appeal, but the employee shall have the right of rebuttal. The rebuttal, if it is in writing, shall be attached to the reprimand and placed in the employee's personnel file. The appointing authority may correct the reprimand at his/her discretion.

D.4 DISCIPLINARY PROBATION

An employee may be placed on disciplinary probation for a specified period of time not to exceed twelve (12) consecutive months for each such instance, with the understanding that, should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken. An employee on disciplinary probation shall serve at the pleasure of his/her appointing authority during such period of probation.

D.5 SUSPENSION WITHOUT PAY

Any suspension invoked as a disciplinary action under this section against an employee, whether for one (1) or more periods, shall not exceed ninety (90) calendar days in any one (1) calendar year; provided, however, that where a suspension is made because of criminal information or indictment filed against such employee, the period of suspension may exceed ninety (90) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension.

D.6 SUSPENSION WITH PAY

Notwithstanding other provisions of this section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.

D.7 SUSPENSION PENDING INVESTIGATION FOR DISCIPLINARY ACTION

An appointing authority may suspend an employee under his/her control from his/her position at any time for reasons of investigation for disciplinary action. Such

suspension may be either with or without pay subject to the limits set forth in Section D.5 and D.6 of this Article.

Written notice of such suspension shall be given the suspended employee as soon as possible, but not later than seventy-two (72) hours after such action is taken. Such suspension is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. The appointing authority may reinstate any such suspended employee to his/her position for a good cause and shall, upon reinstatement, restore his/her rights, benefits and privileges with back pay for time lost providing the appointing authority is satisfied that no disciplinary action is appropriate.

D.8 REDUCTION IN SALARY

An appointing authority may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain his/her anniversary date, but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date the reduction in salary became effective.

D.9 DISCIPLINARY DEMOTION

An appointing authority may demote an employee, for disciplinary reasons, to any position with a lower salary, provided the employee meets the qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months after the effective date of the demotion.

D.10 DISMISSAL

The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause of disciplinary action so warrant, an employee may be dismissed for either reason.

D.11 ABSENCE WITHOUT LEAVE SEPARATION

An employee absent from duty for a period which exceeds three (3) working days [either consecutively or cumulatively in a sixty (60) day period] without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned. Resignation shall be deemed effective upon the posting by United States Mail of Notice of Automatic Resignation, sent by the appointing authority or his designee to the last known address of the employee, as shown on his/her latest Personnel Action form.

Such resignation may be rescinded by the appointing authority if the employee can show, to the satisfaction of the appointing authority, that it was impossible to contact his/her department of employment, provided the employee contacts the department

within five (5) working days after notice of the automatic resignation sent by United States mail.

D.12 STATUTE OF LIMITATIONS

No disciplinary action shall be valid against any County employee for any cause unless the notice of disciplinary action is served within one (1) year, except in matters of a serious nature which must be served within three (3) years, after the event which gave rise to cause of discipline, upon which said notice is based, first arose. In addition, disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within three (3) years after the discovery of such fraud, embezzlement or falsification.

Nothing herein shall preclude the County from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall be used only to determine the disciplinary penalty to be imposed.

D.13 APPEALS FROM DISCIPLINARY ACTION

a) The disciplinary actions of written reprimand and suspension without pay for a period of three (3) days or less shall not be subject to any disciplinary appeal except as provided in "b" below.

b) Employees in Representation Unit D (Public Defenders) and Unit E (District Attorneys) shall have the right of appeal from suspensions without pay of three (3) days or less.

c) Seasonal employees with less than one (1) year of service in their current class, or temporary, or probationary employees shall not have the right of appeal from disciplinary action.

d) Employees (other than temporary employees, or probationary employees, or employees who serve at the pleasure of their appointing authority) occupying a permanent position may file a written appeal from disciplinary actions other than those set forth in a) above. Said appeal must be filed in writing within a period of ten (10) calendar days after notification of the decision to take disciplinary action. However, those employees who are covered by a memorandum of understanding which sets forth an appeal procedure shall have those rights of appeal from disciplinary action and shall follow those appeal procedures which are set forth in the applicable memorandum of understanding, and may not avail themselves of the appeal procedure set forth herein.

e) Said written appeal shall be filed with the Clerk to the Board of Supervisors and state the basis of the appeal and shall contain a specific admission or denial of the material allegations contained in the notice of disciplinary action.

f) Within thirty (30) days after the filing of the appeal with the said Clerk, the Board of Supervisors shall appoint a hearing officer. The hearing officer shall commence a hearing on the appeal as soon as possible. The appellant and the appointing authority may appear personally and may be represented by counsel at the hearing. The hearing shall be public unless the appellant requests a private hearing.

g) Before the hearing has commenced and during the course of the hearing, the hearing officer shall issue subpoenas duces tecum at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the appointing authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be upon the County.

h) At the conclusion of the hearing, the hearing officer shall prepare a summary record of the proceedings and prepare recommended findings, conclusions and decision. The hearing officer shall submit a copy of said record of findings, conclusions and decision to the Board of Supervisors.

i) Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board of Supervisors, the Board shall adopt such recommended findings, conclusions and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the appointing authority causing the disciplinary action.

j) The decision of the Board shall be final. In the event that the Board shall modify or reverse the order of the appointing authority imposing disciplinary action, the Board shall, at the request of an appointing authority who is required to file an individual official bond, require the employee to file an individual bond, said bond to be executed by said employee as principal, in an amount equal to the official bond filed by the appointing authority, said bond to inure to the benefit of the appointing authority. The premium cost of said bond shall be charged against the County.

E. GRIEVANCE PROCEDURE

Section re-lettered from D 6/6/10; 10-074

E.1 PURPOSE

The purpose of the grievance procedure is to promote improved employer-employee relations by establishing a procedure for the prompt settlement of certain disputes, hereinafter defined as grievances. The County and a recognized employee organization may, however, by written agreement, establish a different grievance procedure for the employees represented by that organization than that set forth below, in which event grievances filed by those employees shall be processed under the provisions of the grievance procedure established by written agreement.

E.2 DEFINITION

A grievance shall be defined as a claim by an employee or group of employees of a violation, misinterpretation and misapplication, or improper application of written department-wide policy or written County-wide rules, regulations, resolutions, ordinances or a memorandum of understanding applicable to the employee, except as follows:

E.2.1 Appeals of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to Monterey County Personnel Policies and Practices Resolution.

E.2.2 Complaints relating to affirmative action, occupational health and safety, or Workers' Compensation shall be processed pursuant to appropriate County complaint procedures in these areas.

E.2.3 Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:

a) The exercising of any of the management rights enumerated in the County's employer-employee relations policy;
b) Any matter which is in the scope of representation in the meet and confer process;
c) Any matter for which a statutory appeal procedure exists.

E.3 BASIC RULES

E.3.1 Non-Discrimination

Any employee may file a grievance or may authorize by signature the filing of a grievance on their behalf without fear of restraint, interference, coercion, discrimination or reprisal.

E.3.2 Grievance Forms

a) Grievance forms shall be made available to the employee through the Human Resources Division, other County departments and recognized employee organizations, and all formal grievances shall be submitted on these forms.
b) Grievance forms must explicitly specify the policy or the particular section of the agreement, rules, resolution or ordinance, the violation

of which is being alleged as the basis for the grievance. The remedy requested must also be specified.

E.3.3 Modifications

No modifications in the basic violation being alleged pursuant to Section E.3.2.b) shall be made subsequent to filing unless mutually agreed to by both the County and the grievant or their representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

E.3.4 Notice of Meetings

Both the County and the grievant or their representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

E.3.5 Right of Representation

a) An employee has the right to representation of his/her choice at any step of the formal grievance procedure (Steps 2 through 4); provided, however, that supervisory employees shall not represent non-supervisory employees as such activity would result in a conflict of interest.
b) An employee is also entitled to individual representation at any step of the grievance procedure.
c) A grievant may not change his/her designated representative, other than designating themselves, during the processing of a grievance, except by mutual agreement of the grievant and the County.
d) If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

E.3.6 Grievance Withdrawal

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Division.

E.3.7 Grievance Resolution

If a grievance is resolved at Step 2, 3 or 4 in the procedure, the grievant concerned shall indicate acceptance of the resolution by affixing their signature in the appropriate space indicated.

E.3.8 Reconsideration at a Prior Level

By mutual agreement, the parties may revert the grievance to a prior level of reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

E.3.9 Consolidation of Grievances

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 3 and 4 of this grievance procedure.

E.4 PROCESSING GRIEVANCES

E.4.1 The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

a) Representatives
   1) Insofar as possible, when a grievant's representative at Steps 2, 3 and 4 is a County employee, the representative shall be employed in the same work location as the grievant. When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work location, provided said representative is no longer than ten (10) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement of the parties when the grievant is assigned to a remote work location, or under other unusual circumstances.
   2) In no case shall County vehicles be used for transportation by employee representatives in connection with the processing of grievances, nor will reimbursement be considered for the use of private vehicles.

b) Grievance Preparation
   1) Neither a grievant nor a grievant's representative who is a County employee shall leave their job to perform any grievance preparation work unless they receive prior permission from their supervisor. Such time off shall be granted within two (2) working days except in emergencies.
   2) When a grievant or any representative must go into a section, department or work unit to investigate a grievance, they shall be permitted to do so, provided they explain the purpose of the visit and who they are visiting to the supervisor of said section department or work unit. If immediate access cannot be granted upon request, it shall be granted within two (2) working days.

c) Grievance Meetings
   1) A grievant or a grievant's representative who is a County employee shall, upon notification of their respective supervisor(s), be granted time off to attend grievance meetings scheduled pursuant to Section D.4 a) 1) of this procedure.

2) A grievant or a grievant's representative who is a County employee shall notify their supervisor as soon as possible in advance of the dates and times and/or any change in the dates and times of scheduled grievance meetings in which they must participate.

d) A grievant or a grievant's representative, when said representative is a County employee shall not log compensatory time earned or premium pay time for any time spent in the processing of a grievance.

E.4.2 Time Limitations

a) The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties.

b) If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified.

c) Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved.

d) The grievant shall promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

E.5 GRIEVANCE PROCEDURE STEPS

STEP 1 – Informal Discussion with Supervisor

a) The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within the twenty-one (21) calendar days from the date of the action causing the grievance. This initial step of the grievance procedure shall be without the right of representation.

b) Every effort shall be made to resolve the grievance at this level, and may include conferences among supervisory and administrative personnel. The immediate supervisor shall verbally respond to the grievant within five (5) working days of the informal discussion between grievant and supervisor.

STEP 2 – Formal Written Grievance

a) In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the supervisor within seven (7) working days after receipt of the immediate supervisor's verbal response. The grievant shall file one (1) copy with the Human Resources Division. If the grievance is not

presented within the time limitations provided herein, it shall be deemed not to exist.

b) Within five (5) working days of receipt of the grievance, the immediate supervisor shall schedule a meeting with the grievant to discuss the grievance. Within five (5) working days of the grievance meeting, the immediate supervisor shall deliver their written decision to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within seven (7) working days or the grievance will automatically be moved to Step 3. In the event the department head does not confirm the settlement, the grievant may initiate Step 3 of this procedure.

STEP 3 – Department Head-Management Review

If a grievance is not settled or an answer is not forthcoming, the grievance may be appealed in writing within seven (7) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance.

a) In larger departments, it may be necessary to involve the division or section head in the processing of the grievance, in which case the appeal from Step 1 shall be filed with the appropriate division or section head as determined by the department. Within ten (10) working days from the receipt of the appeal, the division or section head shall deliver his/her written decision to the grievant and his/her representative. Any grievances settled at this phase of Step 3 shall be subject to review and confirmation of the respective department head before the settlement may become effective. Such review shall occur within seven (7) working days or the grievance shall automatically be moved to the department head level as in b) below.

b) If the grievance is not settled or an answer is not forthcoming from the division or section head, the grievance may be appealed in writing within seven (7) working days from the receipt of the decision from the division or section head to the department head. Within ten (10) working days from the receipt of the appeal, the department head shall deliver his/her written decision to the grievant and his/her representative.

STEP 4 – Administrative Officer

a) In the event the employee believes his/her grievance has not been satisfactorily resolved, he/she shall submit the grievance in writing to the County Administrative Officer within seven (7) working days from the receipt of the department head's written response. A meeting of the parties may be held by mutual agreement of the parties.

b) Within ten (10) working days from receipt of the grievance, the Administrative Officer shall deliver his/her written decision to the

grievant and his/her representative. The decision of the Administrative Officer shall be final and binding on the parties.

BE IT FURTHER RESOLVED that the Board expresses its intent to reserve the right to make any further adjustments in the compensation of County employees and officers as may be required to meet contractual and legal obligations or to provide equitable treatment to all of its employees and officers as required in established County policy and procedures, to be effective as of the date of this Resolution or such earlier date as may be legal and determined by the Board to be appropriate.

Except as otherwise provided herein, the provisions of this Resolution shall be effective November 1, 1998.

PASSED AND ADOPTED on the 15th day of September 1998, upon motion of Supervisor Salinas, seconded by Supervisor Perkins, by the following vote, to-wit:

AYES: Supervisors Salinas, Pennycook, Perkins, Johnson, Potter
NOES: None
ABSENT: None

I, Jeff Campen, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors, duly made and entered in the minutes thereof at page _____ of Minute Book 69, on September 15, 1998.

Dated: September 15, 1998 JEFF CAMPEN, Acting Clerk of the Board of Supervisors, County of Monterey, State of California.
By _____
`Deputy