

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF MONTEREY**  
**&**  
**MONTEREY COUNTY COUNSEL EMPLOYEE ASSOCIATION**  
**UNIT G**  
**July 1, 2021- June 30, 2024**

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**ARTICLE 1 PARTIES**

This Agreement is made and entered into between the County of Monterey (“County”), and the Monterey County Counsel Employee Association (MCCEA), an unincorporated association.

This agreement shall be effective and binding only upon final approval by MCCEA and the Monterey County Board of Supervisors’ action shall not become effective until approved by the Board.

**ARTICLE 2 RECOGNITION**

Pursuant to Board Resolution No. 07-029, the County recognizes MCCEA as the exclusive bargaining representative for Unit G, representing classifications of Deputy County Counsel I, Deputy County Counsel II, Deputy County Counsel III, and Deputy County Counsel IV. MCCEA does not represent up to two Deputy County Counsel positions designated to advise and represent the County in labor relations.

**ARTICLE 3 TERM**

The term of this Memorandum of Understanding is from July 1, 2021 to June 30, 2024. As to changes proposed by the County in matters within the mandatory scope of bargaining that are not expressly addressed in this MOU, the County agrees to provide MCCEA with notice of such changes. Except as specifically provided in this MOU, upon request by MCCEA, the County will meet and confer within thirty (30) days of the service of notice of such changes.

**ARTICLE 4 WAGES**

MCCEA’s acceptance of the terms of this MOU is contingent upon the County’s approval and implementation of the Background and Findings Report No. 19-006, dated July 31, 2020, conducted by the County. The County agrees to implement the base wage adjustments found in the Recommendations section of the report set forth on Page 6, Line 3 effective the first full pay period following MCCEA ratification and Board of Supervisors approval of this agreement.

- The County will provide a wage increase to the base salary schedule to members of Unit G as follows: 2021-2022: No base wage increase.
- 2022-2023: Two percent (2%) across the board base wage increase effective no sooner than the first full pay period following July 1, 2022. 2023-2024: Two percent (2%) across the board base wage increase effective no sooner than the first full pay period following July 1, 2023.

During 2021 contract negotiations, parties agreed to eliminate the Pay for Performance provision effective upon Board of Supervisors ratification of this agreement in exchange of a one-time payment of \$2,467 payable the first full pay period following MCCEA ratification and Board of Supervisors approval of the agreement.

## ARTICLE 5 BENEFITS

### 5.1 Flexible Benefits Plan

The County will make available a Flexible Benefits Plan to all employees. Employees may elect medical, dental, and/or vision for themselves and their eligible dependents.

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and the MCCEA agree that 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 during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRS Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee, as described in Section 6.8, and prior meeting and consultation with the MCCEA. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide MCCEA and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

#### A. Eligibility

Permanent unit employees with a 0.50 Full Time Equivalent (FTE) will be eligible to participate in any of the County's health insurance programs. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute toward the monthly premium if permitted and directed by CalPERS.

#### B. General Provisions

##### 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, the employee shall pay by pre-or post-tax

payroll deductions the full cost (100%) which exceeds the County's contributions for that employee.

***Forfeiture:***

For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

***401(a) Plan:***

In exchange for a defined fixed County contribution towards the cost of CalPERS health plans, the County shall establish a Governmental 401(a) plan for each employee and contribute a total of \$500 per month on behalf of the employee effective January 2022.

The health insurance provisions in this agreement do not have an impact on the current dental and vision County contributions or management of these provisions.

**5.2 Flexible Benefits Plan Contributions**

**A. Medical Insurance Contribution**

Unless the MCCEA is otherwise notified, pursuant to Section 6.1 Flexible Benefits Plan above, the County will provide 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 health insurance plans.

The County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows:

- \$650 for employee only
- \$1,500 for employee plus one
- \$2,000 for employee plus family

MCCEA and the County agree to reopen the Insurance Benefits Article to meet and confer on employee contributions as follows:

- In 2022 if the 2023 premium rate increase for CalPERS Gold (Region 1) exceeds six percent (6%) of the 2022 CalPERS Gold (Region 1) premiums
- In 2023 if the 2024 premium rate increase for CalPERS Gold (Region 1) exceeds six percent (6%) of the 2023 CalPERS Gold (Region 1) premiums

Part-time, permanent unit employees with a minimum of 0.50 Full Time Equivalent (FTE), but less than a 0.80 FTE will receive half of the County contribution. County contribution is subject to change annually based on Health Plan Premiums.

Any balance of funds remaining after the employee elects health insurance may be utilized, at the

employee's discretion, toward the purchase of dental and/or vision insurance. The use of any contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under a CalPERS plan offered through employment with the County of Monterey.

#### **B. Dental Insurance Contribution**

The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees. Dependent dental coverage is available at the employee's expense.

#### **C. Vision Insurance Contribution**

The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees. Dependent vision coverage is available at the employee's expense.

#### **D. Computer Vision Coverage**

The County provides an option for a pair of glasses tinted and designed for use with computers for the employee whose manager certifies in writing to Employee Benefits that the employee uses a computer 60% or more of his/her normal work time in order to perform duties. Manager certification and endorsement of eligibility for a computer glasses by Employee Benefits must occur prior to an eye examination for an employee to be eligible for the computer glasses option.

#### **5.3 Retiree Health Insurance**

The County will contribute toward the monthly premium for eligible retirees enrolled in a CalPERS health insurance program as directed by CalPERS.

#### **5.4 Life Insurance**

The County agrees to pay the premium for fifty thousand dollars (\$50,000) in group term life insurance for employees in paid status.

#### **5.5 Physical Examinations**

Permanent full-time employees shall be entitled to a physical examination by appointment at Natividad Medical Center on an annual basis. Results of the examination shall be treated confidentially.

#### **5.6 Workers' Compensation**

When an employee on leave of absence is receiving Temporary Total Disability (TTD) Workers' Compensation payments (integrated or not), he/she shall continue to receive County contributions toward the cost of medical, dental and vision insurance and his/her regular County contribution toward dependent medical, dental and vision insurance.

#### **5.7 Disability Income Protection Plan**

County paid as outlined in the Personnel Policies and Practices Resolution (PPPR).

## **ARTICLE 6 PROFESSIONAL BENEFITS**

### **6.1 Bar Dues**

In consideration of the fact that employees covered by this Agreement must practice their profession solely for the benefit of Monterey County, the County agrees to pay Association members' mandatory basic California State Bar dues on or before the due date deadline for mandatory Bar dues. In order to receive this benefit, each eligible employee shall submit a copy of his/her bill from the California State Bar Association to the designated person within the County Counsel's office at least 30 calendar days in advance of the due date.

### **6.2 Professional Organization Membership Fees**

This provision was eliminated as part of the 2016 contract negotiations. In exchange for eliminating the annual Professional Organization Membership Fees of \$400, the annual Professional Development Course Reimbursement of \$500 and the monthly Professional Expense Allowance of \$45.84, each Unit G member received a \$0.697 hourly base wage increase.

### **6.3 Professional Development Courses**

This provision was eliminated as part of the 2016 contract negotiations. In exchange for eliminating the annual Professional Organization Membership Fees of \$400, the annual Professional Development Course Reimbursement of \$500 and the monthly Professional Expense Allowance of \$45.84, each Unit G member received a \$0.697 hourly base wage increase.

### **6.4 Professional Expense Allowance**

This provision was eliminated as part of the 2016 contract negotiations. In exchange for eliminating the annual Professional Organization Membership Fees of \$400, the annual Professional Development Course Reimbursement of \$500 and the monthly Professional Expense Allowance of \$45.84, each Unit G member received a \$0.697 hourly base wage increase.

### **6.5 Training Conferences**

Employees covered by this MOU will be entitled to attend two (2) County Counsel Association study group meetings a year as an expense of the County Counsel's Office. This is not to be considered a cap on training conference attendance, as some unit members have joined multiple subject matter study groups, and their attendance at additional meetings may be preferable. Payment for expenses must comply with applicable County policies for travel and reimbursement, and appropriate receipts must be provided. Additional conference attendance is at the sole discretion of the County Counsel. Pre-approval of attendance is required.



## ARTICLE 7 LEAVES AND HOLIDAYS

### 7.1 Holidays

The following listed days are currently observed as legal holidays by the County of Monterey:

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

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.

When December 24<sup>th</sup> (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

\*\* When December 25<sup>th</sup> (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in lieu of the day observed.

A holiday falling when an employee is on annual leave or professional leave shall not constitute annual leave or professional leave. An employee on leave of absence without pay shall not be entitled to any holiday time or pay for holidays occurring while on leave of absence.

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 paid status immediately prior to the holiday.

#### Floating Holiday:

Consistent with county rules regarding the use of floating holidays, one floating holiday per calendar year 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 holiday if it is not used.

### 7.2 Annual Leave

#### A. Annual Leave Accrual

Eligible employees shall accrue annual leave on the following basis:

<u>Years of Completed Continuous County Service</u>	<u>Annual Leave Accrual</u>
Up to two (2) years	23 days (7:05) hours
More than two (2) years	25 days (7:42 hours)
More than six (6) years	27 days (8:19 hours)
More than ten (10) years	30 days (9:14 hours)
More than fifteen (15) years	32 days (9:51 hours)
More than eighteen (18) years	33 days (10:09 hours)
More than twenty (20) years	34 days (10:28 hours)
More than twenty-five (25) years	37 days (11:23 hours)

A maximum of 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. Annual leave shall not 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.

Unit employees who receive temporary disability indemnity under Division 4 of the Labor Code shall accrue annual leave during the period.

Unit employees may borrow up to twelve (12) days of annual leave during their first six (6) months of employment with the County. Repayment of borrowed annual leave shall be at the rate of four (4) hours per pay period, and shall commence in the first full 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.

### **B. Annual Leave Usage**

The County Counsel or his/her designee shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department and of the County service. The County Counsel or his/her designee shall determine when annual leave will be taken.

**Policy Statement:** All eligible Unit employees 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, 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.

**C. Rate of Pay While on Annual Leave**

While on annual authorized leave, eligible employees shall be compensated for their regular wages and benefits.

**D. Annual Leave Cash Out: Permanent Employees with Over One Year of Service**

Permanent employees with at least one year through nine years of service in Unit G and one (1) to nine (9) years of service in County employment may cash out up to one hundred twenty (120) hours of their annual leave in any calendar year if the following conditions are met:

1. The employee has used (taken) at least 120 hours of combined annual and professional leave during the preceding calendar year; provided:
2. The employee must have at least forty (40) hours of annual leave remaining after the “cash out” of some of their annual leave, and,
3. No more than one request for partial cash out may be made in any calendar quarter.

**E. Annual Leave Cash Out: Permanent Employees with Over Ten Years of Service**

Permanent employees with over one year of service in Unit G and over ten years of service in County employment may cash out an additional 40 hours of annual leave – up to one hundred sixty (160) hours of their annual leave in any calendar year – if the following conditions are met:

1. The employee has used (taken) at least 120 hours of combined annual and professional leave during the preceding calendar year: provided:
2. The employee must have at least forty (40) hours of annual leave remaining after the “cash out” of some of their annual leave, and,
3. No more than one request for partial cash out may be made in any calendar quarter.

**F. Election to Cash out Annual Leave**

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 provision of the bargaining agreement. 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 bargaining agreement under the terms set forth below. If such criteria are not met as of December 31<sup>st</sup> of the calendar year in which the election is required to be made, then the employee has no right to elect to cash out accrued time in the next calendar year.

1. An eligible employee must 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 2023 calendar year will be made before December 1, 2022).
2. Cash out designations shall be made in hours, not dollar amounts, and must be in increments of eight (8) hours.

Any such requests will be subject to the following:

- i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1<sup>st</sup> 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 a partial payment of the cash out at any time in the designated calendar year, but only once per calendar quarter.
- iii. For employees who have pre-designated cash out amounts and who have not requested actual payments(s) of the entire designated cash out amount by December 1<sup>st</sup> of the 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 1<sup>st</sup> 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, 2022, no cash out is available in 2023).

#### **G. Annual Leave Pay-off Upon Termination**

Any eligible Unit 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.

#### **7.3 Professional Leave**

Unit Employees in the Deputy County Counsel I-IV classifications shall be granted ten (10) days (equivalent to 80 hours) of professional leave on January 1 of each year.

Employees hired on a permanent basis after the beginning of the calendar year shall be given a pro rata amount – to the full hour - of professional leave based on the number of pay periods remaining in the calendar year in which they were hired, but in no event shall less than eight (8) hours be credited.

This leave must be taken during the calendar year and no carry over to future years is permitted. Professional leave time may be scheduled in the same manner as annual leave. No payment for unused professional leave time is permitted.

#### **7.4 Winter (“Eco”) Recess**

If the Office of the County Counsel-Risk Manager is able to close its offices (or Division(s) if the entire Department is unable to close its offices) between December 26<sup>th</sup> and December 31<sup>st</sup> during the term of this Agreement, they shall close the office to minimize the County’s carbon footprint. Determination of the closure shall be made by the Department Head.

7.4.1 Four (4) paid days (which is equivalent to thirty-two (32) hours for a regular full-time employee) will be made available to Unit G employees to use from December 26<sup>th</sup> – December 31<sup>st</sup> for each year of this Agreement.

7.4.2 If attorneys are required by the Department Head to work during this period, up to four

7.4.2.1 paid days will be made available to use from January 2<sup>nd</sup> and December 12<sup>th</sup> of the following year in exchange for days worked during the “Eco Recess” period. Any time not used by December 12<sup>th</sup> of the following year shall be forfeited.

7.4.2.2 These “Eco Recess” exchange days shall be scheduled in the same manner as vacation unless the department’s policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday.

7.4.3 Employees in unpaid leave of absence status when hours are loaded in December shall be entitled to Eco Recess hours once the employee returns to active paid status.

a. These “Eco Recess” exchange days shall be scheduled in the same manner as vacation unless the Department’s policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday.

7.4.4 Eco Recess hours cannot be cashed out.

7.4.5 Eco Recess hours will be pro-rated on the employee’s full-time equivalence (FTE) on the date the hours are loaded in the Advantage Human Resources Management System.

## **7.5 Military Leave**

Unit employees shall be entitled to such leaves of absence and other benefits provided in the applicable provisions of the Military and Veterans Code.

## **7.6 Bereavement Leave**

Use of any accumulated leave balances shall be granted by the County Counsel because of death of a member of the employee’s immediate family ‘Immediate family’ shall mean the father, mother, brother, sister, spouse, child, foster child, grandparent, 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. Such absence by the employee shall be limited to five (5) working days per occurrence.

It is the intent of the County to attempt to accommodate newly hired employees who have not accumulated leave balances and are faced with death of an immediate family member as defined above.

As a condition of granting leave for bereavement purposes, the County Counsel may request verification of the loss.

## **7.7 Leave of Absence Without Pay**

### **A. General Provisions**

A leave of absence without pay may be granted or required by the County Counsel or his/her

designee. 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.

**B. Limitations**

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.

Upon a finding of unusual or special circumstances, a leave of absence without pay may be extended beyond the time specified above if approved by the County Counsel or his or her designee.

An employee shall not be granted a leave of absence without pay in excess of thirty (30) calendar days until he/she has first used all accumulated annual and professional leave; provided, however, if said leave of absence without pay is granted because of illness or injury, said employee may use accumulated annual or professional leave, if any, but shall not be so required, except where governed by other leave policies.

**C. Leave Accrual While on Leave Without Pay**

Annual leave shall not accrue during leave of absence without pay, but annual leave balances shall not be lost.

**ARTICLE 8 MANAGEMENT RIGHTS**

The County and MCCEA recognize that they have a unique professional relationship. The nature of this relationship required that Association members ultimately serve as the legal representatives of the Board of Supervisors, County Management officers or other County departmental clients. The California Rules of Professional Conduct, which impose both a duty of loyalty to the County, as well as independent ethical obligations, neither of which may be waived, also bind Association employees. MCCEA recognizes that, by law, the County retains rights, powers, and authority to exercise certain management rights including but not limited to determining standards for selection for employment, directing its employees, specifying job assignments, taking disciplinary action, relieving its employees from duty because of lack of work or for other legitimate reasons, issuing and enforcing rules and regulations, maintaining the efficiency of governmental operations, determining the means, methods, and personnel by which County operations are to be conducted, determining job classifications of county employees, and exercising complete control and discretion over its work and fulfilling all of its legal responsibilities. These rights are expressly retained by the County and may be fully exercised to the extent they are not in violation of state and federal Law, including the

California Rules of Professional Conduct. These management rights and obligations shall not

**ARTICLE 9 RETIREMENT BENEFITS**

be subject to negotiation or to the grievance procedure in this MOU.

**9.1 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 “PEPRA.” The employee designation is determined by CalPERS.

**PEPRA Members** - Are defined as employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system which has reciprocity with CalPERS.

Retirement Formula	2% @62
Employee Contribution	7% (subject to yearly change based on ½ of normal cost as determined by CalPERS).
Final Compensation	Highest three-year average, subject to CalPERS compensation limits

**Classic Members** - Are currently defined as employees hired prior to January 1, 2013, or those who were members of CalPERS or a retirement system which has reciprocity with CalPERS.

Retirement Formula	2% @55
Employees Contribution	7%
Final Compensation	Single highest year, subject to CalPERS compensation limits

**9.2 457(b) Deferred Compensation Plan**

Employees may participate in the County deferred compensation plan in accordance with the Monterey County 457(b) Deferred Compensation Plan.

**9.3 401(a) Defined Contribution Plan**

The County shall establish a Governmental 401(a) Defined Contribution Plan account for each permanent employee in this unit and contribute a total of \$500 per month on behalf of the employee.

**9.4 Retirement Sick Leave Cash Out**

An employee may, upon retirement or death, cash out up to seven hundred fifty (750) hours of available sick leave subject to eligibility criteria and pertinent law.

**ARTICLE 10 WORK SCHEDULE**

The Office of the County Counsel-Risk Management shall adopt a formal policy for employees to

work alternate work schedules of 9-80, so long as it is operationally feasible.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

The County and MCCEA recognize early settlement of grievances is essential to sound employer-employee relations. The parties seek to establish a mutually satisfactory method for the resolution of grievances of Unit members or the Association. There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

### **11.1 Grievance Defined**

A grievance is defined as an alleged violation, dispute, misinterpretation or misapplication of the provisions of this Memorandum of Understanding adversely affecting an employee.

### **11.2 Grievance Procedure Application**

#### **A. Employee Initiated Grievance**

An employee shall be entitled to file a grievance on his or her own behalf which alleges that the County has failed to provide a specific condition of employment that is established by this MOU or the Personnel Policies and Practices Resolution and not expressly addressed by this MOU, provided that the enjoyment of such right is not made subject to the discretion of the County Counsel or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the mandatory scope of bargaining as defined in Government Code Section 3504.

#### **B. Association-Initiated Grievances**

MCCEA may file a grievance on its own behalf only on the following matters:

1. Those matters which pertain to the rights of MCCEA as an organization specified in this Agreement.
2. On behalf of an employee adversely affected by a grievable matter.

### **11.3 Exclusions from the Grievance Procedure**

A grievance shall not include the following:

11.3.1 Disciplinary action.

11.3.2 Complaints regarding discrimination, sexual harassment, occupational health and safety, Workers' Compensation or the applicable procedures for such complaints, which shall be processed pursuant to appropriate County complaint procedures in these areas.

11.3.3 Any impasse or dispute in the meet and confer process or any interest dispute on matters within the mandatory scope of representation.

11.3.4 Any matter for which a different appeal procedure is provided either by statute, ordinance, regulation, resolution or agreement.

11.3.5 The exercise of any of the management rights as set forth in this Agreement, so long as the exercise of such rights does not conflict with other provisions of this Agreement.



**11.4 Time Limits**

It is agreed that the time limits set forth herein shall be strictly observed and are essential to the grievance procedure. They may be waived or extended only by mutual agreement of the parties confirmed in writing.

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 within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to proceed promptly to the next Step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

**11.5 Grievance Procedure Steps**

**Step 1—Formal Written Grievance to County Counsel**

The employee shall submit the grievance in writing on the prescribed form to the County Counsel, or his or her designee within the Department within fifteen (15) working days from the date of the action causing the grievance or the date the action reasonably could have been expected to be known to the grievant, except in no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant. The grievant shall file one (1) copy with the County Human Resources-Labor Relations Division. Such written grievance shall:

- 11.5.1 Fully describe the grievance and how the employee(s) was/were adversely affected;
- 11.5.2 Set forth the section(s) of the Memorandum of Understanding allegedly violated and/or disputed, misinterpreted, applied, or misapplied;
- 11.5.3 Indicate the date(s) of the incident(s) grieved;
- 11.5.4 Specify the remedy or solution to the grievance sought by the employee(s);
- 11.5.5 Identify the grievant and be signed by the grievant, except as specified in Section 11.2B- Association Initiated Grievances, in which case MCCEA official responsible for filing the grievance may sign;
- 11.5.6 Identify the person, if any, chosen by the grievant to be her/his representative. Within ten (10) working days of receipt of the grievance, the County Counsel or designee

shall:

1. Meet with the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the County Counsel or designee).
2. Deliver, within five (5) working days following the meeting, if held, or, if no meeting was held, within fifteen (15) working days of the receipt of the grievance, her/his written decision to the grievant and her/his representative.

### **Step 2—Mediation**

If the grievance is not settled at Step 1 of the procedure the employee shall, within a ten (10) day appeal period, make a written request to the County Administrative Officer or authorized designee to seek within ten (10) working days the assistance of a mediator from the California State Mediation & Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by the agreement of MCCEA and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent hearing.

### **Step 3—County Administrative Officer**

In the event that the matter is not resolved at Step 1 or Step 2, the County Administrative Officer shall make a final determination which shall be binding on all parties. At his/her discretion, the County Administrative Officer may request briefing from the parties and/or a meeting prior to reaching his/her decision.

#### **11.6 Notice of Meetings**

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their represented parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

#### **11.7 Representation**

The employee has the right to the assistance of one (1) employee representative in the preparation and/or presentation of her/his grievance in Steps 1 and 2 of this procedure; provided, however, that confidential and supervisory employees (including Deputy County Counsel assigned to labor relations who are excluded from the unit) shall not represent non-confidential or non-supervisory employees MCCEA shall be afforded the opportunity to participate in the formal grievance meeting concerning a matter that directly involves the interpretation or application of specific terms and provisions of this Agreement and all other alleged violations as defined in Section 12.1- *Grievance Defined*.

The employee is also entitled to represent her/himself individually at any step of the grievance procedure.

A grievant may not change her/his designation or representative organization during the processing of a grievance except by mutual agreement of the parties.

If the employee is represented in a formal grievance meeting, the County Counsel may also designate a management representative to be present in such a meeting.

**11.8 Grievance Withdrawal**

The grievant and her/his representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County Counsel.

**11.9 Grievance Resolution**

If a grievance is resolved at Section 12.5, Step 1 “Formal Written Grievance to the County Counsel” or Section 12.5, Step 2 “Mediation” in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing her/his signature in the appropriate space indicated. If the employee is represented by MCCEA at a Step in the procedure at which a resolution is reached, MCCEA representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

**11.10 Reconsideration**

By mutual agreement, the parties may return the grievance to a prior level for 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.

**11.11 Consolidation**

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances and remedies may be required, at the County’s discretion, to consolidate to a single proceeding at or after Section 12.5, Step 1 “Formal Written Grievance to County Counsel.”

**11.12 Processing Grievances**

The grievant shall be granted reasonable time off with pay from regularly scheduled hours of employment 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:

- 11.12.1 Neither a grievant nor a grievant’s representative who is a county employee shall suffer any loss of pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- 11.12.2 A grievant or a grievant’s representative shall not use work hours for the preparation of a grievance.
- 11.12.3 A grievant or a grievant’s representative shall notify the appropriate supervisors as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.
- 11.12.4 In no event shall a grievant be represented by more than one County employee at a grievance hearing.

## ARTICLE 12 FULL UNDERSTANDING, MODIFICATION, WAIVER

### 12.1 Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

### 12.2 Modification

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County's Board of Supervisors.

### 12.3 Waiver

The waiver of any breach, term or condition of the Agreement by either party shall not constitute precedent in the future enforcement of all of its terms and provisions.

### 12.4 Interpretation of Terms and Provisions

The parties shall consult in good faith on any disagreement as to the meaning or interpretation of any term or provision of this Agreement.

### 12.5 PPPR References

The PPPR is referenced in various sections of this MOU. It is expressly understood the PPPR covers unrepresented employees, and changes in benefits under the PPPR are not, and shall not be rendered by this agreement, subject to mandatory bargaining under the MMBA or the grievance procedure of this MOU.

For County of Monterey:

For Monterey County Counsel Employee Association:

<p>DocuSigned by: <i>Alwana Hurtado</i> 5/3/2022   2:56 PM PDT B7B6A979E979458...</p> <p>DocuSigned by: <i>Patsy Girard</i> 5/3/2022   2:29 PM PDT B4395B7C416...</p> <p>DocuSigned by: <i>Michelle Gomez</i> 5/3/2022   2:38 PM PDT 783FA07C3FA84AB...</p>	<p>DocuSigned by: <i>Mary Grace Perry, Deputy County Counsel</i> 4/29/2022   3:33 AM PDT A1933B26E717442...</p> <p>DocuSigned by: <i>[Signature]</i> 4/29/2022   9:00 AM PDT 2928A70C879475...</p> <p>DocuSigned by: <i>Christi McDonald</i> 4/29/2022   9:23 AM PDT A095197E1E...</p> <p>DocuSigned by: <i>William Litt</i> 5/3/2022   2:20 PM PDT DA7BBB6CB9B348A...</p>
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