

**MEMORANDUM  
OF  
UNDERSTANDING**

**Between**

**COUNTY OF MONTEREY**

**and**

**Monterey County Park Rangers' Association**

**County Park Ranger I/II/III (Q)**

**County Park Ranger Supervisor (V)**

**July 1, 2021 through December 31, 2024**



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**ARTICLE 1 PARTIES**

This Agreement is made and entered into between the County of Monterey (herein called the "County") and the Monterey County Park Rangers Association (herein called the "Association"). It shall become effective upon adoption by the Board of Supervisors.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by the act of providing the appropriate legislation shall not become effective until the effective date of such action.

**ARTICLE 2 TERM**

The term of this Memorandum of Understanding is from July 1, 2021 to December 31, 2024 , when said Memorandum shall expire and be of no further force or effect.

**ARTICLE 3 RECOGNITION**

The County recognizes the Association as the sole and exclusive bargaining agent for all bargaining unit employees in the following classifications working for the County: County Park Ranger I (Unit Q) County Park Ranger II (Unit Q) County Park Ranger III (Unit Q) County Park Ranger Supervisor (Unit V).

**ARTICLE 4 NON-DISCRIMINATION**

The County and Association agree that persons employed by or applying for employment with the County shall not be discriminated against because of race, color, ethnic group, national origin (including language use restrictions), ancestry, religious creed, sex (includes childbirth and pregnancy), genetic information, gender (including identity and expression), disability (physical and mental, including HIV and AIDS), sexual orientation, age (40 and over), veteran’s status, medical condition (cancer or genetic characteristics), political affiliation, Association membership or any other trait protected by city or county ordinance or state and federal law.

Employees may elect to exercise their right to join and participate in the activities of the Association for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee’s membership in said Association.

The Association and the County agree to support the Equal Opportunity Program established by the County and that there shall be no discrimination within their respective organizations because of race, creed, sex, sex preference, color, national origin, age, disability or political belief and/or affiliation.

Any party alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and/or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Complaints based on protected traits described above shall not be subject to the grievance or arbitration provisions of this agreement. Such complaints shall be processed utilizing the discrimination complaint procedure adopted by the Board of Supervisors. In addition, a bargaining unit employee has a right to file a complaint directly with the Department of Fair Employment and Housing (DFEH).

Discrimination complaints based on Association membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

## **ARTICLE 5 ASSOCIATION RIGHTS**

### **5.1 Representation**

The Association has the right to represent bargaining unit employees as specified by state law and pursuant to the County Employer-Employee Relations Resolution. The Association will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff bargaining unit employees.

The Association may select one person, in addition to its staff members to act as official representatives and will notify the County as to those individuals so selected. Official representatives shall represent the Association in jointly scheduled meetings with the County to address matters of mutual concern. In addition, with prior mutual agreement, up to two (2) bargaining unit employees directly affected by the matters under consideration may participate in these joint scheduled meetings.

### **5.2 Association Access**

Authorized Association staff representatives shall have reasonable access to work locations in which bargaining unit employees covered hereby are employed for the purposes of transmitting information for representation purposes. Authorized Association staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his or her judgment it is deemed that a visit at that time will interfere with the operations of the department or facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. The Association shall give to the Department Head, and Human Resources Director or his/her designee, a written list of the names of all authorized Association staff representatives, which list shall be kept current by the Association. Access to work locations shall be granted only to Association staff representatives on the current list.

### **5.3 Bulletin Board**

The County will furnish for the use of the Association, reasonable bulletin board space at appropriate locations. Such bulletin board space shall be used only for the following subjects:

- Association recreational, social, and related news bulletins;
- Scheduled Association meetings;
- Information concerning Association elections or the results thereof;
- Reports of official business of the Association including reports of committees or the Board of Directors; and

All material shall clearly state that it is prepared and authorized by the Association.

The Association agrees that notices posted on County bulletin boards shall not contain anything that may reasonably be construed as maligning the County or its representatives.



#### **5.4 Dues Deduction/Maintenance of Membership**

- A. Each employee in the bargaining unit who, on the effective date of this Agreement, is a member in good standing of the Association shall thereafter maintain such membership for the duration of this Agreement, except as provided herein, to the extent of paying the periodic dues uniformly required by the Association as a condition of retaining membership.
- B. Any County Park Ranger in the unit who becomes a member of the Association shall thereafter maintain such membership for the duration of the Agreement, except as otherwise provided herein.
- C. Any County Park Ranger in the unit who, on the effective date of this Agreement, was a member of the Association, and any County Park Ranger who subsequently becomes a member, may, during the period beginning May 1 through May 20 of any year resign such membership. Resignations shall be in writing addressed to the Association with a copy to the Auditor-Controller. Failure to timely notify the Association shall be deemed an abandonment of the right to revocation until the next appropriate time period.

#### **5.5 Hold Harmless**

The Association agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section. It is mutually understood by the parties that the County shall retain the right to select its own attorneys and to consult with same in the event the parties jointly declare or a court determines that a conflict of interest exists with respect to representation of the County by the Association's attorneys.

The Association acknowledges that it has and will continue to comply with all applicable requirements, regulations and provisions of law pertaining to deduction of dues and agency fees. It is agreed that the County assumes no obligation other than that specified herein, whether financial or otherwise, from these provisions.

#### **5.6 Use of County Mail System**

The Association may use the County mail system (including electronic formats) for the following limited purposes:

- To send communications to the County Administrative Officer, or within the Parks Department.
- To send communications to members of the Association Board of Directors. Such communications shall not be for or include other material to be distributed to general employees.
- NOTE: Any communication deemed by the county to be political in nature is prohibited by state law and the government code. (California Constitution Article 16, Section 6 and California Government Code 8314.)

The following restrictions apply to use of the County Email system for Association Business:

- No broadcasting of messages as defined in the County Appropriate Use Policy.
- No confidential or individual-specific information may be communicated, such as information regarding a disciplinary action, etc.
- Messages may not malign the County, its employees or officials.

- Messages may not be used to coordinate job actions.

Violation of the County's Email Policy could result in the permanent revocation of this privilege.

## ARTICLE 6 SAFETY

### 6.1 Work Environment

The County recognizes its obligation and is committed to providing a safe place of employment for its bargaining unit employees. To assist in accomplishing this goal, it is agreed that the County reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor. This article is not subject to the grievance procedure.

## ARTICLE 7 MANAGEMENT RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and regulations provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Supervisors, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.

The exercise by the County through its Board of Supervisors and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

## ARTICLE 8 COMPENSATION

The County will provide a wage increase to the base salary schedule to members of MCPRA as follows:

**Fiscal Year 2021-2022:** 2.0% base wage increase effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement.

**Fiscal Year 2022-2023:** 2.0% base wage increase effective the first full pay period following July 1, 2022.

**Fiscal Year 2023-2024:** 2.0% base wage increase effective the first full pay period following July 1, 2023.

## **ARTICLE 9 OVERTIME**

If in the judgment of an Appointing Authority, extra hours are required to be worked by a unit member for the accomplishment of County business, the Appointing Authority may authorize and require the performance of said extra hours. Overtime shall be defined as time actually worked in excess of forty (40) hours in a workweek. For the purposes of this section the hours and dollars associated with a County holiday (whether actually worked or not), vacation and compensatory time off shall be considered as hours worked for the purpose of determining overtime. An individual bargaining unit employee's work schedule shall not be altered for the purpose of eliminating overtime compensation equal to that earned as a result of the bargaining unit employee using approved vacation or compensatory time off hours.

If The Parks Department requires extra hours to be worked by a County park ranger it may, within the same work week, for bargaining unit employees who are required to be paid overtime under the Fair Labor Standards Act for work actually performed in excess of forty(40) hours in a work week, seven (7) days for departments for which overtime is defined as time actually worked and with no less than thirty (30) hours' notice to the County park ranger, require the County park ranger to flex their work hours equal to the extra hours worked so as not to exceed the overtime threshold for the work period.

- A. All bargaining unit employees shall be designated as either 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 County salary resolution.
- B. Except as otherwise provided herein, employees in overtime eligible classes 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 Appointing Authority shall determine the method of compensation after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.

If an employee has a compensatory time off accrual balance of at least forty (40) hours but no more than sixty (60) hours, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.

A bargaining unit employee who is eligible for overtime (Unit Q and Unit V) shall not be allowed to accumulate more than one-hundred-sixty (160) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

Credit for compensatory time off shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee's check stub. The Appointing Authority shall administer the use of compensatory time off.

The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.

## ARTICLE 10 SPECIAL PAY PRACTICES

### 10.1 Shift Differential

Bargaining unit employees who are assigned to and work eight (8) hours or more between 2:31 P.M. And 7:59 A.M. shall be eligible for shift differential pay.

A bargaining unit employee who is called back to work a partial shift for an employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between five (5) P.M. and eight (8) A.M.

An eligible employee shall be paid ninety-five cents (\$.95) per hour for actual hours worked with the window period established above for his/her class. An employee interested in a change of shift assignment may file a written request for said change with the department. When making shift assignments, management's primary considerations shall be employee written requests and length of service with the department. If management determines that special skills and/or experience are required, said needs will be made known to the employees in the affected classes within the department and these shifts will be assigned based on the request(s) and/or length of service of those employees who meet special skill and/or experience requirements.

Determination of need and assessment of special skills will be at the sole discretion of the department.

### 10.2 Standby

An Appointing Authority, after receiving written approval from the County Administrative Officer, may place employees on Standby duty. Standby duty refers to a situation where an off duty bargaining unit employee holds him/herself available for immediate response as directed by management.

No bargaining unit employee shall be paid for Standby duty time and other compensable duty time simultaneously.

Bargaining unit employees placed on Standby duty shall be paid two dollars fifty-five cents (\$2.55) per hour while on Standby duty. Holidays shall be compensable for Standby duty.

Standby duty status and compensation shall cease when the bargaining unit employee actually reports to the work site for duty. A minimum of one (1) hour of "on duty" pay shall be paid when a bargaining unit employee on Standby status is called in to work. Time actually worked while on Standby duty will be compensated at the employee's regular rate of pay.

### 10.3 Call-Back

In those situations where a bargaining unit employee who is not on Standby duty or otherwise being compensated and who, following the completion of his/her work day and departure from his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management because of unanticipated work requirements, that bargaining unit employee shall be credited with a minimum of two (2) hours of work for each call back. Any employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

#### **10.4 Bilingual Skill Pay**

The Department Head, with the approval of the Human Resources Director or his/her designee, shall designate Primary Bilingual Positions:

##### **Primary bilingual positions:**

Primary bilingual positions are positions required on a regular basis for an amount of time that, on the average, equals twenty percent (20%) or more of the total work time to utilize bilingual skills in order to perform the job duties. A primary bilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the primary bilingual designation of the position is removed because the duties no longer meet the criteria for such designation, his/her bilingual pay will cease.

##### **Provisional bilingual employees:**

A provisional bilingual employee occupies a position for which bilingual skills are not required, but in order to provide necessary services the department must utilize the bilingual skills of the current incumbent. A bargaining unit employee whose bilingual skills are required on a regular basis for an amount of time that, on the average, equals less than twenty percent (20%) of the total work time may be designated as a provisional bilingual employee if there is no alternative method for providing essential bilingual services. Provisional bilingual employee designations expire when any certified incumbent leaves the department in which the designation was made or upon termination of the designation by the department head.

##### **Qualifications:**

Ability to qualify for certification of demonstrated proficiency in the required language shall be a requirement for employment in a primary bilingual position, and obtaining certification appropriate for the position within the initial thirty (30) days of employment shall be a condition of continued employment.

Provisional bilingual designations require certification by the Human Resources Department of demonstrated proficiency appropriate for the needs of the department in the required language.

A bargaining unit employee who has received certification of proficiency appropriate for one position may be required to meet new proficiency requirements if he/she moves to a bilingual designated position that utilizes a different specialized or technical vocabulary. A bargaining unit employee certified as proficient shall be required to obtain renewal of his/her proficiency certification every five (5) years.

##### **Bilingual Pay:**

Bilingual pay shall be paid to a bargaining unit employee occupying a designated bilingual position who has certification of proficiency in the required language as appropriate for the position starting with the first full pay period following certification.

A bargaining unit employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty-two dollars (\$42.00) per pay period. Such amount will be included in the regular rate of pay.

A bargaining unit employee designated a provisional bilingual employee shall be paid a bilingual pay differential of twenty dollars (\$20.00) per pay period. Such amount will be included in the regular rate of pay.

**Administration:**

The Human Resources Director or his/her designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

**10.5 Show Up Time**

If a permanent full-time bargaining unit employee reports to work for his/her regularly scheduled shift and is not permitted to work because of circumstances within the control of the County, that employee shall be entitled to two (2) hours of pay.

**10.6 Y-Rate Procedure**

"Y-rating" is a procedure whereby an employee who is reclassified 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 or 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 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 of the Y-rate action, as shown in appendices A and B of the Personnel Policies & Practices Resolution.

The Bilingual pay differential shall not be added to the Y-rate.

The Human Resources Director or his/her designee shall have the sole authority to approve or deny a Y-rate for a bargaining unit employee who is reclassified to a lower class.

A permanent bargaining unit employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class, who is denied the application of a Y-rate by the Human Resources Director or his/her designee, may appeal such denial to a joint committee consisting of a designee of the Human Resources Director or his/her designee, a representative chosen by the Association and a third party chosen by the first two appointees. All other unit County park rangers not Y-rated shall have no appeal. Y-rating is not subject to the grievance procedure.

**10.8 Mileage Allowance**

A bargaining unit employee who is required to operate his or her own privately-owned automobile for the execution of official duties, shall be allowed, reimbursed, and paid the IRS business mileage rate for each mile necessarily traveled each month according to the County Travel Policy.

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.

**10.9 Professional Development Stipend (Unit V Only)**

On the first full pay period of each new calendar year, Unit V employees will receive a Professional Development stipend of \$100.

**10.10 Release Time for POST Training**

All members of the bargaining unit will be allowed release time to attend two (2) approved POST certified job related training classes per fiscal year (over and above mandatory training). Trainings must be prescheduled and preapproved by the department head. The Department will pay the appropriate, pre-approved course costs. All such classes shall be subject to the following restrictions:

- A. The employee must give at least 30 days’ notice of his or her intent to use the release time in such form that the Department creates. Requests with less than 30 days’ notice are subject to approval at the discretion of the Department. If more than one member requests to attend such classes at the same time, the Department may restrict the number of members attending to provide appropriate shift coverage and avoid incurring overtime.
- B. The classes shall be POST certified unless authorized in advance by the department head.
- C. No overtime can be generated by the program.
- D. Classes can only occur between October 1 and April 30.
- E. No travel cost other than travel time shall be paid in accordance with the Fair Labor Standards Act.
- F. County vehicles may only be used if the class occurs within Monterey or San Luis Obispo Counties.
- G. Classes shall not be longer than three work days unless approved by the Department.

**ARTICLE 11 NO PYRAMIDING**

Premium rates that are expressed as a percentage of an employee's rate of pay, such as time and one-half (1-1/2) overtime, which equals one hundred fifty percent (150%), shall be calculated based on the basic rate of pay as set forth in the then current Personnel Policies & Practices Resolution. Special pay benefits (such as shift differential, bilingual, etc.) to which an employee may be entitled shall not be added to the pay base for the purpose of determining pay premiums based on a percentage of base pay. Except for special pay benefits expressed in flat dollar amounts, time and one-half (1-1/2) shall be the maximum rate of pay to which an employee may be entitled even though some portion of time worked may qualify for premium pay under more than one (1) provision.

**ARTICLE 12 CLASSIFICATION PLAN MAINTENANCE**

**12.1 Classification Study Requests**

In response to a written request from the Association for a reclassification study on a form prescribed by the Human Resources Department, the Human Resources Department shall acknowledge receipt of said request, and if a study is justified, indicate the target date for completion of the study, within thirty (30) calendar days of receipt of said request.

If the request for a study is denied or if the results of a completed study are not satisfactory to the Association, the Association may file a written appeal of the denial or the results with the assigned Personnel Analyst. The Personnel Analyst must receive written appeals within ten (10) working days of receipt of the denial or results of the study. If the denial or results of a study are not satisfactorily resolved with the analyst, the Association may appeal in writing to the Departmental Human Resources Manager indicating the specific justification for appeal of the analyst's decision.

If the denial or results of a study are not satisfactorily resolved with the Manager of Human Resources, the Association may appeal in writing to the Human Resources Director or his/her designee indicating the specific justification for appeal of the Departmental Human Resources Manager's decision. Written appeals must be received by Human Resources Director or his/her designee within ten (10) working days of the Association's receipt of a response at the previous level. The decision of the Human Resources Director or his/her designee shall be final.

The Human Resources Director or his/her designee will periodically review the status of pending classification studies requests with a staff member of the Association. This review will be scheduled to allow at least two (2) weeks between the time of review and the time of any action by the Board of Supervisors.

The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

#### **12.1.2 Compensation Study**

The County agrees to conduct a compensation study for the Park Ranger series in accordance with the County's Compensation Philosophy to be completed no later than July 1, 2022. As part of this compensation study, the Park Ranger II classification shall be utilized as the benchmark. Once the compensation study and implementation analysis is completed, the Association will be provided with the final recommendation of the study and engaged as part of the meet and confer process to discuss identified impacts.

#### **12.1.3 Classification Study**

The Association shall submit a request for classification study of the Park Ranger II and III positions on or before April 1, 2022. The County agrees to review the Association's classification study request by May 15, 2022. Assuming that the classification study request is approved, the County shall, on or before October 1, 2022, and every sixty calendar days thereafter, provide the Association with an update on the progress of the classification study. Once the classification study and implementation analysis is completed, the Association will be provided with the final recommendation of the study and engaged as part of the meet and confer process to discuss identified impacts.

### **12.2 Working Out of Class Pay**

In order for a bargaining unit employee to receive working out of class pay all of the following criteria must be met:

- A. The bargaining unit employee must be assigned to a higher classification whose salary range is at least five percent (5%) higher than the range of the bargaining unit employee's regular classification.
- B. The assignment must be to a vacant permanent position or to a permanent position whose incumbent is absent from work.
- C. The assignment must be for over twenty (20) consecutive working days.



D. The bargaining unit employee must perform all of the duties of the higher classification.

For working out of class the bargaining unit employee shall be compensated at the step in the higher classification that provides an increase to the assigned bargaining unit employee of at least five percent (5%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

## **ARTICLE 13 INSURANCE**

### **13.1 The Flexible Benefits Plan**

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

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 Association 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 and prior meeting and consultation with the Association. 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 Association 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 minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

#### **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, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

##### CalPERS Platinum In-Lieu Payout

For each month that the full County contributions are not used by an employee enrolled in the PERS Platinum plan, the full amount of funds not utilized shall be forfeited.

PERS Gold (or any health plan offered by PERS, except PERS Platinum) In-Lieu Payout

For each month that the County contribution is not used by an employee who is enrolled in PERS Gold (or any health plan offered by PERS, except PERS Platinum), the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

**Flexible Benefits Plan Contributions:**

**A. CalPERS Medical Insurance Contribution**

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.

**Permanent Full Time:**

Pursuant to this Agreement the County shall provide a fixed elective contribution towards the cost of the PERS Platinum health plan as follows:

- \$908.01 for employee only
- \$1,904.02 for employee plus one
- \$2,499.23 for employee plus family

The County shall provide a fixed elective contribution towards the cost of the PERS Gold or any other health plan offered by CalPERS as follows:

- \$792.84 for employee only
- \$1,667.68 for employee plus one
- \$2,190.18 for employee plus family

The employee contribution may vary based on which plan the employee is enrolled in and in which CalPERS region they reside.

**Permanent Part-Time:**

Permanent Part-Time employees with ae with a minimum Full Time Equivalent (FTE) of 0.50, but less than 0.80 FTE, will receive half (1/2) of the County elective contributions received by the full-time permanent unit employee

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance which may be made available by the County through this Flexible Benefits Plan.

The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under PERS when 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.

**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.

**D. Retiree Health Insurance**

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

**E. Computer Vision Coverage (CVC)**

The County provides an option for a pair of glasses tinted and designed for use with computers for the employee only.

**13.2 Life Insurance**

The County agrees to provide twenty thousand dollars (\$20,000) in group term life insurance.

**13.3 Physical Examinations**

Permanent full-time bargaining unit employees shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.

**13.4 Workers Compensation**

When an employee is on leave of absence and receiving Temporary Total Disability (TTD) Workers' Compensation payments (integrated or not), he/she shall receive County paid health insurance and his/her regular County contribution toward dependent health insurance so long as the TTD continues. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

**13.5 Long-Term Disability Insurance**

The County will facilitate the provision of voluntary long-term insurance via the payroll deduction process. It is understood that long term disability insurance is wholly voluntary between the employee and the insuring company and that provision of such insurance is subject to the conditions set by the insurance company and may be cancelled by the insurer if its minimum enrollment standards are not met. In the event of cancellation, the County will no longer facilitate long-term disability insurance.

**ARTICLE 14 RETIREMENT**

**14.1 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 Safety 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 that has reciprocity with CalPERS.

Retirement Formula                      2.7% @ 57

|                       |  |
|-----------------------|--|
| Employee Contribution | 11.5% (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   |
| Survivor Benefits     | Level 4 1959 Survivor Benefits at \$0.93 per pay period cost to the employee, as determined by the standard policies and practices of CalPERS. |

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

Employees hired prior to 11/5/2011:

|                       |  |
|-----------------------|--|
| Retirement Formula    | 3% @ 50  |
| Employee Contribution | 9%   |
| Final Compensation    | Single Highest Year, subject to CalPERS compensation limits. |
| Survivor Benefits     | Level 4 1959 Survivor Benefits                               |

Employees hired on or after 11/5/2011:

|                       |   |
|-----------------------|---|
| Retirement Formula    | 3% @ 55   |
| Employee Contribution | 9%  |
| Final Compensation    | Highest Three-Year Average, subject to CalPERS compensation limits. |
| Survivor Benefits     | Level 4 1959 Survivor Benefits                                      |

**14.2 Deferred Compensation**

The deferred compensation program shall be made available to permanent employees in the bargaining unit.

**14.3 Sick Leave Retirement Payoff**

Upon retirement or death, a bargaining unit employee may be paid his/her accumulated sick leave up to a maximum of seven hundred fifty (750).

**ARTICLE 15 STATE DISABILITY INCOME PROTECTION PLAN**

It is agreed that bargaining unit employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefit will be integrated with applicable leave accruals.

**ARTICLE 16 HOLIDAYS**

The following listed days shall be observed during the term of this Memorandum as legal holidays:

- January 1                                      New Year’s Day
- Third Monday in January                Martin Luther King JR’s Birthday
- Third Monday in February               Presidents’ Day
- Last Monday in May                        Memorial Day
- June 19                                         Juneteenth
- July 4    Independence Day

- First Monday in September
  - November 11
  - Fourth Thursday in November
  - Fourth Friday in November
  - December 24\*
  - December 25\*\*
- Labor Day
  - Veterans Day
  - Thanksgiving
  - Day After Thanksgiving
  - Christmas Eve
  - Christmas

If any of the above listed holidays falls on a Saturday, the preceding Friday 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.

\* 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.

All employees shall receive an equal number of holidays.

All bargaining unit 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 of such work on a holiday, unless the bargaining unit employee is paid for the holiday in cash, in which case no compensatory time off shall be granted. 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. (See Article 9, Section B for limits on Compensatory Time.)

**ARTICLE 17 VACATION /LEAVES**

**17.1 Vacation**

Bargaining unit employees appointed to a permanent or seasonal position, the following vacation schedule shall apply:

|                           |  |
|---------------------------|--|
| 0-2 years of service      | 3.70 hours per pay period (12 days per year) |
| After 2 years of service  | 4.62 hours per pay period (15 days per year) |
| After 10 years of service | 6.16 hours per pay period (20 days per year) |
| After 18 years of service | 7.08 hours per pay period (23 days per year) |
| After 21 years of service | 7.39 hours per pay period (24 days per year) |
| After 25 years of service | 7.70 hours per pay period (25 days per year) |

The maximum annual accrual for employees in this unit shall be three hundred (300) hours. Vacation shall be administered in accordance with the procedures set forth in the Personnel Policies & Practices Resolution except that vacation may be taken as earned during the first six (6) months of employment.

### **17.2 Vacation Cash Out**

Supervisory Unit employees may receive a straight-time cash payment for up to sixty (60) hours of vacation per calendar year. This vacation cash out shall be subject to the following requirements.

- Vacation can be cashed out only in increments of no less than eight (8) hours
- The employee must have taken (used) ten (10) vacation days during the previous calendar year.

### **17.3 Election to Cash Out of Vacation/Annual Leave/Paid Time Off**

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 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.

- a) 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 2023 calendar year will be made before December 1, 2022).
- b) 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. Any 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 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 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, 2022, no cash out is available in 2023).

#### **17.4 Sick Leave Accrual Rate**

All bargaining unit employees hired prior to February 18, 1984, shall continue to accrue sick leave at a rate of approximately twelve (12) days per year. Bargaining unit employees hired after February 18, 1984, shall continue to earn sick leave at the rate of approximately ten (10) days per year.

#### **17.5 Administration of Sick Leave**

Except for the changes in accrual rates set forth in 18.1 the administrative procedures for sick leave shall continue as in effect as of July 1, 1983.

#### **17.6 Verification of Sick Leave**

County may require medical certification or other substantiating evidence of illness for any period of time for which sick leave is sought. Medical certification for an absence of a single day will be required only if a pattern of abuse or excessive use of sick leave exists which requires said certification.

#### **17.7 Supervisory Leave (Unit V Only)**

During each twelve (12) month period beginning January 1, employees in Unit V may, with prior approval of their Appointing Authority, take up to three (3) days (equivalent to 24 hours for a full-time employee) of leave with pay.

This leave may be taken only during the twelve (12) month period in which it was granted and it may not be carried over into any subsequent period. No payment or other compensation for unused supervisory leave shall be allowed.

The decision of the Appointing Authority, approving or denying requests for supervisory leave shall not be subject to the grievance procedure.

#### **17.8 Educational Leave (Unit V Only)**

Association employees shall be granted paid leave for educational purposes on a calendar year basis (January 1- December 31). During this twelve (12) month period, an employee may take three (3) days (equivalent to 24 hours for a full-time employee) of educational leave for training or activities related to his/her career interests. The employee shall give reasonable notice for the use of such educational leave and approval shall not be unreasonably withheld. Approval by the Appointing Authority for leave that is used for training or educational purposes shall not in any way be construed to imply that the costs of the educational or training program shall be paid for the County or that the employee shall be eligible for tuition reimbursement.

Educational Leave must be taken during the calendar year and no carryover to future calendar years is allowed. Educational leave shall be scheduled in the same manner as vacation time. No payment for unused Educational Leave time shall be permitted.

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 educational leave based on the number of pay periods remaining in the calendar year in which the employee was hired.

**17.9 Family Sick Leave**

Employees may also be granted use of accumulated sick leave by their appointing 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 judgment 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 of 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 exists.

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

**17.10 Bereavement Leave**

Use of any accumulated leave balances shall be granted by the Appointing Authority because of the 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. Any leave used for bereavement shall not be counted as part of the overtime calculation.

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 of condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss.

**17.11 Parental Leave****A. Maternity**

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee 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, vacation and paid time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

**B. Other Parental Leave**

A bargaining unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter or foster child. Medical certification may be required in conjunction with a family leave, except for leaves taken for baby bonding



Said leave shall:

- Be provided under, and in compliance with the California Family Rights Act and the Family Medical Leave Act.
- Be granted for no more than twelve (12) weeks in a twelve (12) month period.
- Be granted , if eligible, and upon request, for less than two weeks duration on any two occasions within one year of the birth of the child, or one year from the date the child was placed with the employee for adoption or foster care.
- Be granted, if eligible, intermittently within a twelve (12) month period, and within one year from the date of birth or placement, in leave increments limited to the shortest period that the payroll system uses to account for absences or sue of leave.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.

### **ARTICLE 18 INVOLUNTARY LEAVE WITH PAY**

A bargaining unit employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the County 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.

### **ARTICLE 19 UNIFORM ALLOWANCE**

Every newly hired bargaining unit employee, covered by this agreement, who is required to have and maintain a uniform, shall receive an advance credit to be used exclusively to purchase required uniform items. Said uniform items shall be considered the property of the Parks Department for a period of one year from the newly hired employee's date of appointment. Any bargaining unit 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 uniform credit. Bargaining unit employees who receive the initial uniform credit shall not receive an additional uniform allowance during their first year of employment.

- The new hire advance credits shall be Six hundred dollars (\$600).
- The uniform maintenance allowance for County Park Rangers who are required to maintain a class A and B uniform shall be seventy-five dollars (\$75) per month.
- Payments will be made to each eligible bargaining unit employee no less than quarterly in any year.
- This is a non-accountable plan under the Internal Revenue Code and thus is taxable as wages.

### **ARTICLE 20 PERSONAL PROPERTY REIMBURSEMENT**

Whenever a bargaining unit 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. A request for reimbursement must be submitted by claim to the Appointing Authority no later than thirty (30) calendar days from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made.

- 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 are subject to the following provisions. All four (4) conditions must be met before consideration will be given:
  - 1. An employee, who drives his/her car incident to employment, shall have named the County as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.
  - 2. Evidence of the required insurance coverage must be presented.
  - 3. Invoice for work completed must be submitted. Reimbursement is limited to Two Hundred Dollars (\$200).
  - 4. The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee's work place.
- C. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.
- D. A maximum limit of Two Hundred Dollars (\$200) per incident shall apply to all claims for reimbursement.
- E. No claims for reimbursement for items having a present value of less than Ten Dollars (\$10) shall be considered.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

### **21.1 Grievance Defined**

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

A grievance is defined as a dispute over the interpretation or application of this Memoranda of Understanding by an employee or group of employees adversely affected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this Agreement for the appeal of disciplinary actions;
- B. Complaints regarding Affirmative Action, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap sexual orientation, other legally protected status or the applicable procedures for such complaints;
- C. The exercise of any County rights as specified in this Memoranda, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;
- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Association shall be entitled to file a grievance on behalf of an employee or group of employees adversely affected by a grievable matter.

The Association may file a grievance on its own behalf only on those matters which pertain to the rights of the Association as an organization as specified in Association Rights section of this Agreement.

### **21.2 Limited Grievance Procedure Application**

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies & Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

### **21.3 No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

### **21.4 Time Limits**

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing or in email.

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

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

### **21.5 Grievance Procedure Steps**

#### **Step 1 Discussion with Immediate Supervisor**

**A.** The grievant shall first discuss the grievance informally with his/her immediate supervisor, or in his/her absence, the next level manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. 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. Where mutually agreed by the County and the Association, grievances involving more than one grievant may be filed directly at Step 2.

**B.** Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within five (5) working days of the informal discussion between the grievant and supervisor.

#### **Step 2 Formal Written Grievance**

**A.** In the event the employee believes the grievance has not been satisfactorily resolved, the employee or the Association representative shall submit the grievance in writing to the department head within ten (10) working days after receipt of the immediate supervisor's verbal response. One (1) copy of the grievance shall be filed with departmental Human Resources and County Labor Relations. Such written grievance shall:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant;
6. Identify the person, if any, chosen by the grievant to be his/her representative.

**B.** No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative with three (3) working days of the date of the grievance meeting. The department head's or his/her designee's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

### **Step 3 Human Resources Director / Mediation**

**A.** If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the Human Resources Director or his/her designee within ten (10) working days from the receipt of the department head's or his/her designee's written decision.

Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory.

**B.** The Human Resources Director or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal.

The Human Resources Director or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

**C.** In the event a represented employee chooses to waive a hearing by the Human Resources Director or his/her designee, the Association on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Human Resources Director or his/her designee to seek within ten (10) working days the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Association 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 the subsequent hearing.

If the grievance is not resolved through mediation, the Human Resources Director or his/her designee shall issue a written decision.

### **Step 4 Arbitration**

**A.** If a grievance is not settled at Step 3 of the procedure, the Association and only the Association may appeal the grievance in writing to the County Administrative Officer within ten (10) working days from the receipt of the Human Resources Director's or his/her designee's written decision.

**B.** The parties shall select a mutually acceptable arbitrator. The fees and expenses of the arbitrator; the transcript for the arbitrator; and the court reporter shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

**C.** The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement.

**D.** The parties expressly agree that the term of this section shall expire as of the expiration date of this contract and that the status quo shall revert to a situation where there is no arbitration of grievances that occur after the expiration date of this agreement until or unless the Board of Supervisors approves a successor agreement.

### **21.6 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 representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

### **21.7 Representation**

**A.** The employee has the right to the assistance of one (1) employee representative/job steward in addition to a staff representative of the Association in the preparation and/or presentation of his/her grievance in Steps 1 through 4 of this procedure provided, however, that supervisory employees shall not represent nonsupervisory employees.

**B.** An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement.

Only the Association may file for arbitration of a grievance.

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

**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.

### **21.8 Grievance Withdrawal**

The grievant and his/her representative 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 Department.

### **21.9 Grievance Resolution**

If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Association at the Step of the procedure at which a resolution is reached, the Association representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

### **21.10 Consolidation**

The County may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

The Association may file group grievances at the second step of the grievance procedure within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievants by listing each person who claims to be adversely affected, unless the grievance covers the entire bargaining unit(s) and all other data required in this article.

If a grievance involves multiple employees within the same unit/department with the same supervisor, the grievance shall start at step one (1).

### **21.11 Processing Grievances**

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. Neither a grievant nor a grievant's representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- B. A grievant or a grievant's representative shall notify their supervisor 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.
- C. In no event shall a grievant be represented by more than one county employee at the grievance hearings. The County shall not incur any cost for Association Shop Stewards to participate as an observer for training purposes, including labor cost. Shop Stewards may request Annual Leave, Floating Holiday, compensatory time, Winter Recess time, or PTO to participate as an observer. Should use of such time result in overtime to the department, use of said time will not be allowed.
- D. Employees shall suffer no loss of pay for testifying as a witness at a grievance proceeding.
- E. Grievances may, by mutual agreement, be referred back for further consideration or discussion at a prior step, or be advanced to a higher step of the grievance procedure.

## **ARTICLE 22 LAYOFF PROCEDURES**

### **22.1 Policy**

The County may layoff a bargaining unit employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control.

The County shall inform the Association regarding the effects of any planned reduction in force or layoffs which will affect a department's work force.

The department shall contact the Association and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in Section 22.2 below shall be followed.

Departments and employees covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System, or Anti-recession Federal Regulations, shall be governed by those procedures.

## **22.2 Procedure**

Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this time shall provide the Association with a current seniority list for those employees and classes affected.

Layoffs shall be made among all representation bargaining unit employees in the same class series within a County department in the following order:

- Temporary employees
- Probationary new employees (excluding promotional probationary employees.)
- Seasonal employees
- Permanent 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. Layoff shall be by ranking sequence of employees except as otherwise provided herein.

### **A. Rank in Class Defined**

For purposes of layoff rank shall be 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. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration.

**B.** A permanent employee subject to layoff may be entitled to assume temporary employee status in lieu of layoff provided the employee is qualified to assume the duties and responsibilities of an existing temporary position and class. No new temporary positions shall be created for the sole purpose of eliminating permanent employees.

### **C. Order of Layoff, Exception to Ranking Sequence**

Layoffs of bargaining unit employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking, or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

### **D. Ranking in Previous Class**

A permanent full-time bargaining unit employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status in the County service. A bargaining unit employee must notify his/her Appointing Authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

**E. Demotion in Lieu of Layoff**

In lieu of layoff, the department head may offer a permanent bargaining unit employee a demotion to any class 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 have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 24.4 below.

**22.3 Notice**

Written notice of layoff shall be served on the affected bargaining unit 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 expected effective date of separation unless delay results from consideration of demotion under the provisions of Demotion in Lieu of Layoff Section.

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.

A copy of the notice shall be given to the Association.

**22.4 Reemployment of Employees Laid Off**

The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the bargaining unit employee was laid off for a period of one (1) year from the date of layoff. When filling 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 employees from the appropriate departmental recall list in inverse order of layoff. During the one (1) year recall period, no new bargaining unit employee shall be hired nor shall any bargaining unit employee be promoted to a class from which layoffs have occurred until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the County requires a bargaining unit employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the department head may make an exception to the above order of recall in order to appoint an employee out of ranking sequence.

Every bargaining unit employee given notice of layoff may request employment counseling and evaluation 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 preferred eligible list. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed automatically on a preferred eligible list for each class designated as a 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, the laid off employee on the list shall be considered for employment prior to any job applicant. 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.

A laid off employee may be removed from the department recall list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff,
- Reemployment within the County in an equal or higher class,
- Failure to accept employment or report to work,
- 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,
- Failure to respond within seven (7) days to a communication regarding availability of employment,
- Request in writing by the laid off employee to be removed from the list.

### **22.5 Status of Bargaining Unit Employees Reemployed From a Preferred Eligible List**

Bargaining unit employees who are reemployed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former bargaining unit employees who are hired from a preferred eligible list shall be entitled to:

- A. Placement at up to step 5 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 (ranking) as of the date of separation from County service;
- C. credit for all prior service for the purpose of determining vacation and sick leave accrual rates; and
- D. restoration of any sick leave balance credited to the employee's account on the date of layoff.

### **22.6 Restoration of Benefit for Recalled Bargaining unit employees**

Any bargaining unit 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:

- Restoration of permanent status for bargaining unit employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.
- Restoration of all sick leave credited to the employee's account on the date he was laid off.
- Credit for all prior service for the purpose of determining vacation accrual rates.
- Placement in the same step of the salary range the employee held at the time of layoff.
- Reinstatement of credit for service time (ranking) as of the date of layoff.

### **22.7 Insurance Coverage**

Each permanent bargaining unit 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 our then current health plan administrative carrier. In the event the laid off employee so elects, the County will pay an amount equal to two (2) times the employee only 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.

## **22.8 Appeal Procedure**

A bargaining unit employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a 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 of the Association.

The Association, and only the Association, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and the Association. A grievance filed in accordance with this paragraph shall not be subject to Article 28, "Arbitration," of this Agreement.

## **ARTICLE 23 DISCIPLINE**

### **23.1 Disciplinary Actions**

The Appointing Authority or his/her designee may take disciplinary action against any employee in a department who is subject to this MOU and California Government Code 3300 et seq., provided that the rules and regulations prescribed herein are followed. As used in this section, "disciplinary action" shall mean dismissal, involuntary leave without pay, disciplinary demotion, reduction in salary, or written reprimand.

### **23.2 Notice of Proposed Disciplinary Action**

In order to institute disciplinary action the Appointing Authority or his/her designee shall serve notice of the proposed disciplinary action in accordance with the following procedures.

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for written reprimands) shall be delivered to the employee, either personally or by the United States Postal Service, commercial delivery service to the employee's current address on record, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall 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 identifies the material upon which the action is based and states that it 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, the right to be represented in that response, and that members of the bargaining unit are represented by the Association and the address and telephone number of the Association office.

### **23.3 Notice of Disciplinary Action**

In the case of an involuntary leave without pay of three (3) working days or less or an involuntary leave with pay of twenty (20) working days or less, the involuntary leave may be imposed by a single notice containing items A, B, C and D of Section 23.2 above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, 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, either personally or by the United States Postal Service, commercial delivery service to the employee's current address of record, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C and D of Section 23.2 above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by the Association with the address and the telephone number of the Association office.

### **23.4 Written Reprimand**

An Appointing Authority or his/her designee may reprimand a bargaining unit employee by furnishing the employee with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the written reprimand and/or the written reprimand shall be included in the employee's personnel file, and the employee and/or his/her representative shall have the right to discuss the reprimand with the Appointing Authority or his/her designee. The Appointing Authority or his/her designee may correct the reprimand, or notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

### **23.5 Involuntary Leave Without Pay**

Any involuntary leave without pay invoked as a disciplinary action under this section against any bargaining unit employee in the County service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year; provided, however, that where an employee is placed on involuntary leave without pay because of criminal information or indictment filed against such employee, the period of involuntary leave may exceed sixty (60) 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. An employee placed on such involuntary leave shall forfeit all rights, privileges, and salary while on involuntary leave.

The sixty (60) day restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third party neutral to invoke a greater period of involuntary leave.

### **23.6 Involuntary Leave Pending Investigation for Disciplinary Action**

An Appointing Authority or his/her designee may place a bargaining unit employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject to the limits set forth in Section 23.6 of this article.

Written notice of such involuntary leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such involuntary leave is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event an employee is placed on involuntary leave without pay under this section and the Appointing Authority takes no disciplinary action, he/she shall reinstate the employee to his/her position and restore all rights and privileges and back pay for the time lost during the involuntary leave.

### **23.7 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 such reduction in salary became effective.

### **23.8 Disciplinary Demotion**

An Appointing Authority may demote a bargaining unit employee for disciplinary reasons to any position with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

### **23.9 Dismissal**

The continued tenure of each employee who has permanent status shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

### **23.10 Absence Without Leave Separation**

A bargaining unit employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the Appointing Authority if the employee can show to the satisfaction of the Appointing Authority that it was impossible to contact the department of employment, provided the employee contacts the department within five (5) working days of notice of separation under this section through United States Mail.

### **23.11 Statute of Limitations**

Any disciplinary action for cause against a bargaining unit employee shall not be valid unless the notice of disciplinary action is served within one (1) year of the date of discovery of the event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, falsification of records) shall require written notice to the employee of disciplinary action within three (3) years after the event which gave rise to the disciplinary action. Disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within the three (3) years after the discovery of such fraud, embezzlement, or falsification. Nothing herein shall preclude the County from disciplining a bargaining unit 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.

**23.12 Appeals from Disciplinary Action**

Only permanent bargaining unit employees, or seasonal bargaining unit employees with more than one (1) year of service, and who are not on probation, shall have the right of appeal from disciplinary actions other than written reprimands.

The written notice of appeal must:

- A. State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action, and;
- B. Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action, and;
- C. Indicate which of the available appeal procedures the appeal is being filed under (for instance the LAPS procedures or the procedures set forth in this Agreement).

Appeals to arbitration shall only be filed by the Association.

Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the County Administrative Officer the County and the Association shall agree upon an arbitration hearing date.

The parties shall select a mutually acceptable arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

**ARTICLE 24 PROBATIONARY PERIOD**

**24.1 Term of Probationary Period**

The County Park Ranger classifications shall serve a one (1) year probationary period dating from the date of his/her appointment. During the probation period, an employee has no right to appeal and serves at the pleasure of the Appointing Authority.

Prior to the conclusion of the one (1) year probationary period and with approval of the County Administrative Office, the Appointing Authority, may, for cause, extend the probationary period upon furnishing the employee with a statement of the reasons for such extension and the standards that must be met in order for the employee to successfully complete the probationary period.

During the one (1) year probationary period, a minimum of two (2) performance evaluations shall be completed no later than six (6) and eleven (11) months.

An employee who has successfully completed the probationary period will be eligible for advancement to the next higher step in a salary range upon completion of one (1) year of continuous service in his/her class. If the County Administrator determines that due to administrative or clerical error or omission an employee failed to complete probation or to receive a step advancement on the date on which he/she was otherwise eligible, the employee shall be removed from probation or advanced one step effective on the date he/she became eligible.

**24.2 Employees Terminated During Probation in a Promotional Class**

The parties reaffirm their understanding that bargaining unit employees, who have been promoted and thereafter are dismissed during probation in such promotional class, enjoy no procedural or substantive rights. However, to lessen the impact of a dismissal on such employees, and so that the skills possessed by such employees may be available to the County, the parties agree that such dismissed employees may be returned to their former class if a vacant position exists in that class. If an employee is not returned to his former class, s/he may elect to follow the procedures outlined in section 25.4 "Reemployment of Employees Laid Off" paragraph 3 of this Memorandum of Understanding for placement on a preferred eligible list. An employee electing to pursue placement on a preferred eligible list must notify the Assistant CAO/HR Director of his desire to do so within five (5) working days of notification that s/he will not be returned to his former class.

The decision to place such a dismissed employee on a preferred eligible list shall be in the sole, exclusive, and un-reviewable discretion of the County. No action taken by the County concerning an employee dismissed while serving a probationary period shall be subject to appeal, review, or to any grievance procedure or arbitration procedure whether such procedure be contained in this Memorandum of Understanding, the Personnel Resolution of the County of Monterey, the Employee Relations Resolution of the County of Monterey, or any other statute, ordinance, resolution or agreement.

This article shall not impair the liberty interest rights of any employee.

**ARTICLE 25 PERSONNEL RECORDS**

The County and the Association agree that personnel records are not subject to public inspection. All personnel records are and remain the property of the County. Bargaining unit employees shall have the right to inspect and review any official record relating to his/her performance as an employee, which is kept or maintained by the County. When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry.

Notwithstanding any other provision of this item, County and the Association agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, records pertaining to investigation of a possible criminal offense, or material designated confidential by law. At his/her request, an employee shall be provided one (1) copy of any document placed in the employee's file except for employment applications and those documents listed above.

An employee, or a staff representative of the Association with the prior written consent of the employee, may upon request inspect that employee's personnel file during regular business hours by appointment.

The Appointing Authority shall keep the official personnel records of all employees within his/her department.

It is mutually recognized that all performance related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this Agreement shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the Appointing Authority to take disciplinary action against the employee.

### **ARTICLE 26 TRANSFERS**

The County retains the sole right to transfer employees from one (1) work site to another. Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice five (5) working days prior to the effective date of the transfer.

Employees who desire to be transferred within their respective job classes to a specific work location within their own department may submit a written request for transfer to the appropriate department representative. Such requests filed hereunder shall be retained for a period of one (1) year from date of filing and must be renewed if the employee still desires to be considered for reassignment beyond that date. Management shall respond to the request for transfer by notifying the employee of the status of their request within ninety (90) calendar days of its receipt.

When Management contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Requirements of job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department

### **ARTICLE 27 USE OF VOLUNTEERS**

No volunteer program shall have the effect of displacing any County employee. The County shall meet with the Association to discuss any countywide volunteer program before implementing such a program.

### **ARTICLE 28 CONTRACTING OUT**

The County and the Association agree to implement and abide by the provisions of the policy on contracting out which was adopted on March 23, 1982, and any modifications thereto to which the parties may agree from time to time insofar as it involves work that has previously been performed by employees in the unit. It is further agreed, however, that proposal to contract for work from third parties that involve labor costs of Sixteen Thousand Two Hundred Fifty Dollars (\$16,250) or less or for leases, lease-backs, lease purchases or other facility agreements, work required by law to be contracted out, and continuations of existing contracts are excluded from this section and the County may proceed with such contracts without notifying the Association.

Grievances alleging a violation of this policy shall be filed at step three. The only remedy which may be ordered pursuant to such a grievance is proper compliance with the policy.

The Board of Supervisors may proceed without meeting and discussing if circumstances justify urgency action. Advance written notice of six (6) working days of intention to proceed on such a basis shall be given to the

Association prior to any Board action; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

### **ARTICLE 29 POLYGRAPH EXAMS**

It is agreed that the use of polygraph examinations shall be limited to pre-employment background investigations for any higher-level position and investigations in "Criminal Justice" departments into allegations or charges, which, if proven true, may constitute the basis for criminal charges.

No bargaining unit employee shall be required to cooperate with, participate in or submit to any polygraph examinations as a condition of continuing employment except as specified above.

### **ARTICLE 30 LABOR and MANAGEMENT MEETING**

The parties agree to meet during the term of this agreement to discuss matters of mutual interest related to the working conditions for the Park Rangers. Topics may include, but are not limited to, discussions related to the County's Call Back practice and P.O.S.T. training. A meeting will be scheduled within one (1) month of either party notifying the other of its desire to meet. Such notice must include an agenda of items to be discussed. Absent mutual agreement, this meeting will not exceed two (2) hours of work time and will not require participation by more than one (1) employee in each unit. This meeting shall be held in an effort to seek understanding and resolution, when possible, on matters of mutual interest and are not subject to the meet and confer requirements of the MMBA.

This article, in all its entirety, is not subject to the grievance procedure.

### **ARTICLE 31 EMERGENCY AUTHORITY**

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any change in law or circumstances that significantly reduces currently existing or anticipated revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the County will meet and consult with the Association prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Association over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

### **ARTICLE 32 REST PERIODS**

Employees in the bargaining unit are entitled to a fifteen (15) minutes duty free rest period during each four (4) hours of continuous work.

A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.



Rest periods may be suspended for up to five (5) continuous days when short term staffing shortages require continuous work in order to provide essential services; additional suspension of rest periods within thirty (30) days due to staffing shortages requires approval by the Director of Human Resources.

### **ARTICLE 33 PERFORMANCE EVALUATIONS**

A bargaining unit employee who does not agree with the overall rating that he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation that the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the department head. Within ten (10) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the department head shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the department head shall respond in writing to the employee. The decision of the department head shall be final and not subject to the grievance procedure.

### **ARTICLE 34 CONCERTED ACTIVITIES**

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work-stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work-stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized such work-stoppage, the Association shall not be liable for any damages caused by the violation of this provision.

The County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.

### ARTICLE 35 REORGANIZATION

The bargaining unit agrees to work with the Parks Department on the implementation of the proposed Department reorganization. The reorganization may include the reclassification of positions and meeting and conferring on the impact and effects of changes.

### ARTICLE 36 SEPARABILITY

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

### ARTICLE 37 FULL UNDERSTANDING MODIFICATION, WAIVER

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.

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The County assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

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

For the County of Monterey:

DocuSigned by:  
*Quana Hurtado* 5/5/2022 | 11:42 AM PDT  
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DocuSigned by:  
*Patsy Girard* 5/5/2022 | 10:41 AM PDT  
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DocuSigned by:  
*Michelle Gomez* 5/5/2022 | 10:53 AM PDT  
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For the Monterey County Park Rangers' Association:

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*B. J. Anderson* 4/29/2022 | 9:57 PM PDT  
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*Jon Anthony* 5/3/2022 | 10:57 AM PDT  
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*Bandy Jo Smith* 5/3/2022 | 11:59 AM PDT  
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*Tyler Decker* 5/5/2022 | 9:53 AM PDT  
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