

***MEMORANDUM OF UNDERSTANDING***

***Between the***

***County of Monterey***

***And***

***The Deputy Sheriffs' Association***

***Of Monterey County***

***Master Contract for  
Units A, B, C***

***Addendum A – Unit A***

***Addendum B – Unit B***

***Addendum C – Unit C***

***July 1, 2013 – June 30, 2016***



**County of Monterey**

*Master Contract for Units A, B, C*

## TABLE OF CONTENTS

<b>ARTICLE 1: DESIGNATION OF PARTIES</b> .....	4
<b>ARTICLE 2: REPRESENTATION</b> .....	4
<b>ARTICLE 3: AUTHORIZED AGENTS</b> .....	4
<b>ARTICLE 4: IMPLEMENTATION</b> .....	4
<b>ARTICLE 5: TERM</b> .....	5
<b>ARTICLE 6: WAGES</b> .....	5
6.1 LONGEVITY PAY.....	ERROR! BOOKMARK NOT DEFINED.
6.2 RETIREMENT.....	ERROR! BOOKMARK NOT DEFINED.
<b>ARTICLE 7: SPECIAL PAY PRACTICES</b> .....	7
7.1 INTERMEDIATE POST CERTIFICATE PREMIUM PAY.....	7
7.2 ADVANCED POST CERTIFICATE PREMIUM PAY.....	7
7.3 BILINGUAL PAY.....	7
7.4 UNIFORM ALLOWANCE.....	7
<b>ARTICLE 8: GRIEVANCE PROCEDURE</b> .....	7
8.1 PURPOSE.....	7
8.2 DEFINITION.....	7
8.3 BASIC RULES.....	8
8.4 PROCESSING GRIEVANCES.....	9
8.5 GRIEVANCE PROCEDURE STEPS.....	11
<b>ARTICLE 9: LAYOFF PROCEDURES</b> .....	12
9.1 POLICY.....	12
9.2 PROCEDURE.....	13
9.3 TRANSFER.....	14
9.4 NOTICE.....	14
9.5 REEMPLOYMENT OF EMPLOYEES LAID OFF.....	14
9.6 STATUS OF EMPLOYEES REEMPLOYED FROM A PREFERRED ELIGIBLE LIST.....	15
9.7 RESTORATION OF BENEFIT FOR RECALLED EMPLOYEES.....	15
9.8 INSURANCE COVERAGE.....	16
9.9 APPEAL PROCEDURE.....	16
<b>ARTICLE 10: EMERGENCIES</b> .....	16
<b>ARTICLE 11: DISCIPLINARY ACTIONS</b> .....	16
11.1 DISCIPLINARY ACTION.....	16
11.2 SUSPENSION WITH PAY PENDING INVESTIGATION.....	16
11.3 NOTICE OF DISCIPLINARY ACTION.....	17
11.4 WRITTEN REPRIMAND.....	17
11.5 SUSPENSION WITHOUT PAY.....	18
11.6 REDUCTION IN SALARY.....	18
11.7 DISCIPLINARY DEMOTION.....	18
11.8 DISMISSAL.....	18
11.9 ABSENCE WITHOUT LEAVE SEPARATION.....	18
11.10 STATUTE OF LIMITATIONS.....	18
11.11 APPEALS FROM DISCIPLINARY ACTION.....	19
<b>ARTICLE 12: HOLIDAY LEAVE</b> .....	21
<b>ARTICLE 13: SENIORITY</b> .....	21
<b>ARTICLE 14: COUNTY RIGHTS</b> .....	22
<b>ARTICLE 15: CONCERTED ACTIVITIES</b> .....	22

ARTICLE 16: SEPARABILITY .....23  
ARTICLE 17: FULL UNDERSTANDING, MODIFICATION, WAIVER .....23

**ARTICLE 1: DESIGNATION OF PARTIES**

This Memorandum of Understanding is made and entered into between the County of Monterey (hereinafter "County") located at 168 West Alisal St, 3<sup>rd</sup> Floor, Salinas, California 93901, and the Deputy Sheriffs' Association of Monterey County (hereafter called "Association") located at P.O. Box 345, Salinas, California 93902. It shall become effective upon adoption by the Board of Supervisors.

**ARTICLE 2: REPRESENTATION**

The following classifications are represented in this Agreement:

**Unit A**

Deputy Sheriff – Corrections Recruit  
Deputy Sheriff – Corrections  
Deputy Sheriff – Operations

District Attorney Investigator I  
District Attorney Investigator II  
District Attorney Investigator III

**Unit B**

Correctional Sergeant  
Sheriff's Sergeant  
Sheriff's Investigative Sergeant

**Unit C**

Supervising District Attorney Investigator  
Sheriff's Commander  
Sheriff's Captain

**ARTICLE 3: AUTHORIZED AGENTS**

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- Management's principal authorized agent shall be the County Administrative Officer, or his/her duly authorized representative: mailing address: 168 West Alisal St, 3<sup>rd</sup> Floor, Salinas, California 93901, telephone (831) 755-5116.
- Association's principal authorized agent shall be Association President, Deputy Sheriffs' Association of Monterey County, P.O. Box 345, Salinas, California 93902.

**ARTICLE 4: IMPLEMENTATION**

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- Acts formally to approve said Memorandum of Understanding, and

- Enacts necessary amendments to all County ordinances and resolutions, and acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding, and
- Acts to amend all necessary contracts with providers of services, which are affected by this Memorandum of Understanding.

The County and the Association affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically.

- We are committed to assuring honesty and integrity in all County actions.
- We are committed to providing top quality customer service.
- We are committed to practicing continuing innovation.
- We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.

**ARTICLE 5: TERM**

The term of this Memorandum of Understanding with accompanying addendums for Units A, B and C is from July 1, 2013 to June 30, 2016.

**ARTICLE 6: WAGES / RETIREMENT**

**6.1 Wages**

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

**2013:** Contingent upon all classic employees actually and permanently contributing a total of 3% towards the employer's PERS contribution, in addition to the 9% member contribution (for a total of 12% retirement contribution), there shall be a 3.5% base wage increase for all employees covered by this MOU, effective on the first full pay period following Board of Supervisors approval of the tentative agreement.

All DSA members shall receive a \$0.375 hourly base wage increase effective on the first full pay period following Board of Supervisors approval of the tentative agreement.

The previous \$80/month and \$50/month Uniform Allowances have been eliminated.

**2014-2015:** 1% across the board wage increase effective the first full pay period in July, 2014.

**2015-2016:** 2% across the board wage increase effective the first full pay period in July, 2015.

## **6.2 Retirement**

### **6.2.1 Retirement Formulas**

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

Bargaining Unit employees in qualifying classifications and hired prior to 11/5/11 are entitled to three percent (3%) at 50 safety retirement with Single Highest Year calculation and Level 4 1959 Survivor's Benefits.

Bargaining Unit employees in qualifying classifications hired between 11/5/11 and 12/31/12 are entitled to three percent (3%) at 55 safety retirement with Three Year Average calculation and Level 4, 1959 Survivor's Benefits.

All new members, hired after 1/1/2013, are subject to the Public Employees' Pension Reform Act (PEPRA).

As safety employees under PEPRA, new members receive the 2.7 percent at 57 retirement benefit formula with a final three year average calculation for retirement benefits and Level 4 Survivor's Benefits at \$0.93 per pay period cost to the employee, as determined by the standard policies and practices of CalPERS.

Should changes be made to the current tax and retirement laws and administrative agency interpretations which alter the status of the employee's retirement contribution, the County shall upon request be required to meet and confer on the impact of these possible changes. However, the County shall not be obligated to assume any additional financial obligation in the form of back payments, interest or penalties or to make the employee whole, should such changes be made which alter the status of the employee's retirement contribution. Accordingly, the Association agrees to indemnify the County and hold it harmless from payment of any interest, penalties and/or back payments, and to cooperate in the defense of the County in the case of any litigation, including an administrative proceeding, which arises out of the implementation of this paragraph and subsection.

### **6.2.2 PERS Contributions**

The Association and the County agree to a pension cost-sharing arrangement pursuant to PERL 20516(f) under which, in addition to the 9% currently paid by classic members of Units A, B and C as the employees' contribution, bargaining unit employees shall pay an amount equal to 3% towards the employer's PERS contribution for a total of twelve percent contribution.

The Association and the County agree that the 3% contributed by classic Association members will be implemented on a pre-tax basis pursuant to IRS Code 414(h)(2). However, it is understood that, should it be determined that the contribution cannot be made on a pre-tax basis, or IRS issues an adverse opinion in this or another jurisdiction addressing the issue, individual members shall be liable for any taxes due. In such case, the parties agree to meet and confer on the impact of such determination, and alternative means of achieving the savings contemplated by this agreement in a manner that

minimizes the tax impact on covered employees to the extent possible.

The Association and the County agree that, during the term of this agreement, the contribution outlined in this section shall continue as long as the employer rate as determined by CalPERS

## ARTICLE 7: SPECIAL PAY PRACTICES

### 7.1 POST Certificate Premium Pay

#### 7.1.1 Intermediate POST Certificate Premium Pay

Those employees covered by this agreement who possess an intermediate POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive a Premium Pay equal to two point six percent (2.6%) of the employees' base pay.

#### 7.1.2 Advanced POST Certificate Premium Pay

Those employees covered by this agreement who possess an advanced POST certificate issued by the Commission of Peace Officer Standards and Training (POST) shall receive a Premium Pay equal to four point four percent (4.4%) of the employees' base pay.

Employees shall receive no more than 4.4% for POST Certificate Premium Pay.

### 7.2 Bilingual Pay

Upon assignment by the Appointing Authorities for each office, and upon passing an industry standard proficiency test as determined by the Appointing Authorities, all unit members shall be eligible to receive a Premium Pay equal to five percent (5%) of the employee's base pay.

### 7.3 Uniform Allowance

The previous \$80/month and \$50/month Uniform Allowances have been eliminated.

### 7.4 Longevity Pay

Unit members who have completed twenty (20) years of County service shall receive Premium Pay of six percent (6%).

## ARTICLE 8: GRIEVANCE PROCEDURE

### 8.1 Purpose

- To promote improved employer-employee relations by establishing a grievance procedure to afford employees individually or through qualified representation, a systematic means of obtaining consideration of complaints, questions, and disputes which constitute grievances as hereinafter defined.
- To enable grievances to be settled as promptly and as closely as possible to the point of origin.

### 8.2 Definition

A grievance shall be defined as a claim of a violation or inequitable application of written

department-wide policy or County rules, regulations, resolutions, ordinances, or this Memorandum of Understanding by an employee or group of employees adversely affected thereby but shall not include the following:

**8.2.1** Appeals of the disciplinary actions of demotion, suspension or dismissal shall be filed and processed pursuant to Personnel Policies & Practices Resolution, Section 8.2.3C below and the Article pertaining to disciplinary appeals in this agreement.

**8.2.2** Complaints relating to equal employment, occupational health and safety or workers' compensation shall be processed pursuant to appropriate County complaint procedures in these areas.

**8.2.3** Notwithstanding the foregoing, the grievance procedure is not applicable and shall not be used with the following:

- a. The exercising of any of the management rights currently enumerated in the County's Employer-Employee Relations Policy.
- b. Any matter, which is in the scope of representation in the meet and confer process.
- c. Discrimination based on age, race, color, religion, sex, national origin, national status, ancestry, disability or sexual orientation which shall be processed pursuant to appropriate County complaint procedures or applicable statutes.
- d. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreement, except as specifically provided herein.

### **8.3 Basic Rules**

#### **8.3.1 Non-Discrimination**

Any employee (meaning a grievant, as that term is defined above), may file a grievance or may authorize the filing of a grievance on his/her behalf without fear of restraint, interference, coercion, discrimination or reprisal.

#### **8.3.2 Grievance Forms**

Grievance forms shall be made available to the employee through Human Resources or other County departments, online, and from recognized employee organizations, and all formal grievances shall be submitted on these forms.

Grievance forms must explicitly specify the act(s) or omission(s) being grieved; the alleged negative impact upon the grievant, the policy or the particular section of the agreement, rule, resolution or ordinance, the violation of which is being alleged as the basis for the grievance, and the remedy requested.

#### **8.3.3 Modifications**

No modifications in the basic violation being alleged pursuant to the immediately preceding paragraph shall be made subsequent to filing 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.



#### **8.3.4 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.

#### **8.3.5 Right of Representation**

The employee has the right to the assistance of one (1) employee representative in addition to a staff representative of the Association in the preparation and/or presentation of his/her grievance in Steps 2 through 4 of this procedure provided, however, supervisory employees shall not represent non-supervisory employees where such activity would result in a conflict of interest.

An employee is also entitled to represent his/herself individually at any step of the grievance procedure.

A grievant may change his/her designation of representative during the processing of a grievance, with advance notice to the Appointing Authority.

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.

#### **8.3.6 Grievance Withdrawal**

The grievant may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Director or his/her designee.

#### **8.3.7 Grievance Resolution**

If a grievance is resolved at Step 2 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 on the written grievance or written resolution agreement.

#### **8.3.8 Reconsideration**

By mutual agreement, the parties may return the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

#### **8.3.9 Consolidation of Grievances**

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances may be required, at the County's discretion, to consolidate to a single proceeding at Steps 2 and 3 of this grievance procedure.

#### **8.3.10 Work Rule Provisions**

If the Association believes that any change in an existing work rule or the establishment of a new work rule is unreasonable, it may file a grievance. With the concurrence of the Appointing Authority or his/her designee, the Association may file the grievance at Step 2.

### **8.4 Processing Grievances**

#### **8.4.1 Time Off**

The grievant and/or his/her representative shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

**a. Representatives**

Insofar as possible, when a grievant's representative at Step 2 is a County employee, the representative shall be employed in the same work location as the grievant. When the foregoing condition cannot be met, a grievant's representative who is a County employee may be employed outside the same work location, provided said representative is no farther than ten (10) minutes away, by the most practical and common mode of transportation, from the grievant's work location. This time limit may be waived by mutual agreement of the parties when the grievant is assigned to a remote work location, or under other unusual circumstances.

County vehicles shall not be used for transportation by employee representatives in connection with the processing of grievances, nor will reimbursement be considered for the use of private vehicles.

**b. Grievance Preparation**

A grievant or a grievant's representative who is a County employee shall not leave his/her job to perform any grievance preparation work unless he/she receives permission from his/her supervisor. Such time off shall be granted within three (3) working days except in emergencies.

When a grievant or any representative must go into a section, department, or work unit to investigate a grievance, he/she shall be permitted to do so, provided he/she explains the purpose of the visit and whom he/she is visiting to the supervisor of said section, department or work unit. If immediate access cannot be granted upon request, it shall be granted within three (3) working days.

**c. Grievance Meetings**

A grievant's representative who is a County employee shall, upon notification of his/her supervisor, be granted time off to attend grievance meetings scheduled pursuant to Section 8.3.4 - Notice of Meetings of this procedure.

A grievant or a grievant's representative who is a County employee shall notify his/her supervisor as soon as possible in advance of the dates and times and/or change in the dates and times of scheduled grievance meetings in which they must participate.

A grievant or a grievant's representative, when said representative is a County employee, shall not log compensatory time earned or premium pay time for any time spent in the processing of a grievance.

**8.4.2 Time Limitations**

- a. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of the parties.
- b. If at any stage of the grievance procedure the grievant is dissatisfied with the decision rendered it shall be the grievant's or the grievant's representative's responsibility to submit the grievance to the next designated level of review within the time limits specified.
- c. Failure by the grievant or grievant's representative to submit the grievance within the time limits specified shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to any further step.

- d. The grievance shall promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

## **8.5 Grievance Procedure Steps**

### **Step 1 Informal Discussion With Supervisor**

The grievance shall first be discussed on an Informal basis by the aggrieved with his/her immediate supervisor within twenty-one (21) calendar days from the date of the action causing the grievance. This initial step of the grievance procedure shall be without the right of representation. The grievant shall inform his/her immediate supervisor that this discussion is the Initial step of the grievance procedure.

Every effort shall be made to resolve the grievance at this level. If the grievance cannot be resolved by the immediate supervisor, the supervisor shall confer with successive levels of command before replying to the grievant within seven (7) calendar days.

### **Step 2 Formal Written Grievance/Management Review**

In the event the employee believes the grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Appointing Authority or his/her designee within seven (7) calendar days from receipt of the immediate supervisors' response.

Within twenty-one (21) calendar days of receipt of the grievance, the Appointing Authority/designee shall deliver his/her written decision to the author of the grievance.

### **Step 3 Administrative Officer**

In the event the employee believes his/her grievance has not been satisfactorily resolved, the grievance shall be submitted in writing to the Administrative Officer within seven (7) calendar days from the receipt of the Appointing Authority's written response. A meeting of the parties may be held by mutual agreement.

Within fourteen (14) calendar days from the receipt of the grievance, the Administrative Officer/designee shall deliver his/her written decision to the author of the grievance.

### **Step 4 Binding Arbitration**

Within seven (7) calendar days from the receipt of the written decision resulting from a grievance heard by the Administrative Officer, or his/her designated representative, the Association or grievant may request in writing that the grievance, as defined hereinabove, be submitted to arbitration as provided hereinafter if no settlement is reached by sending a written notice to the Administrative Officer. Such written notice shall set forth the specific issue(s) still unresolved through the grievance procedure for which arbitration is requested.

Only those unresolved grievances filed and processed in accordance with the procedural requirements set forth herein and which meet the definition of a grievance contained in this MOU may be submitted to arbitration.

Within ten (10) calendar days from the request for arbitration, the County shall request a list of arbitrators from California State Mediation and Conciliation Service (CSMCS).

Within twenty-one (21) calendar days from receipt of the list from CSMCS, the County and the grievant and/or representative will select an arbitrator.

An arbitrator shall be selected by each party alternately striking a name from such list. The party to strike first shall be alternated between the County and the Association from arbitration to arbitration.

Upon selection of an arbitrator, an arbitration date must be selected within 90-days thereafter.

Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The grievant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence produced. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding. At the hearing, the burden of proof shall be upon the grievant.

The fees and expenses of the arbitrator, court reporter and the cost of the transcript for the arbitrator shall be shared equally by the County and the grievant, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the County or the grievant during such arbitration proceeding, will be the responsibility of the individual party incurring the additional expense(s).

**8.5.13** Within forty-five (45) calendar days after the conclusion of the hearing or the submission of post-hearing briefs in the matter, whichever comes later, the arbitrator shall prepare a summary record of the proceedings, findings, conclusions and a decision. The decision of the arbitrator shall be final and binding upon the parties, but shall confine itself to the issues(s) presented. It shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement. The time requirement shall not be waived without the prior mutual consent of both the County and the grievant.

## ARTICLE 9: LAYOFF PROCEDURES

### 9.1 Policy

The County may layoff an 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 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.

## 9.2 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 unit employees in the same class series within a County department in the following order:

- Temporary employees
- Probationary new employees (excluding promotional probationary 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.

### 9.2.1 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.

A class series is defined as a group of classes having common characteristics and/or promotional opportunities (e.g., as it applies to employees of the Sheriff's Office covered by this Agreement, a class series is identified by the first two digits (36) of the County's class code).

In the event of a tie in ranking, the seniority definition in Section 13 shall be utilized.

### 9.2.2 Order of Layoff, Exception to Ranking Sequence

Layoffs of 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 (albeit, it may not violate the *Police Officers' Procedural Bill of Rights Act*) or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

### 9.2.3 Ranking in Previous Class

A permanent full-time 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. An 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.

### 9.2.4 Demotion in Lieu of Layoff

In lieu of layoff, the department head may offer a permanent 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 9.5 below.

### **9.3 Transfer**

Employees may also request a transfer in accordance with the County’s Transfer Policy, as found in the County’s Personnel Policy and Procedures Resolution.

### **9.4 Notice**

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee’s latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 9.2.3.

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.

### **9.5 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 employee was laid off for a period of one (1) year from the date of layoff. When using a departmental recall list to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off employees from the appropriate departmental recall list in inverse order of layoff. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs 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 an 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 to appoint an employee out of ranking sequence.

Every 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 on a preferred eligible list for each class designated as a result of the counseling and evaluation. When the Human Resources Department 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.
- 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 and notice to the Association.
- Failure to respond within twenty-one (21) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.
- Failure to pass background after being offered reinstatement.

#### **9.6 Status of Employees Reemployed from a Preferred Eligible List**

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

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

Placement at up to highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff.

Reinstatement of credit for service time (ranking) as of the date of separation from County service.

Credit for all prior service for the purpose of determining vacation and annual leave accrual rates.

Restoration of any sick leave balance credited to the employee's account on the date of layoff.

#### **9.7 Restoration of Benefit for Recalled Employees**

Any employee who has been laid off and is hired from a departmental recall list under the terms of this article within one (1) year from the date of layoff shall be entitled to:

Restoration of permanent status for 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/she was laid off.

Credit for all prior service for the purpose of determining vacation and annual leave 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.

#### **9.8 Insurance Coverage**

Each permanent employee who is enrolled in the County Health Plan at the time of layoff may 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.

#### **9.9 Appeal Procedure**

An 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 Arbitration, Article 7 of this Agreement.

### **ARTICLE 10: EMERGENCIES**

Nothing herein shall limit the authority of the County to prepare for or meet an emergency. An emergency shall be defined as a condition, which will or is likely to prevent the continued normal conduct of County operations or services, which will or will likely present a danger to life or property.

### **ARTICLE 11: DISCIPLINARY ACTIONS**

#### **11.1 Disciplinary Action**

The Appointing Authority may take disciplinary action against any employee in a Department who is subject to this MOU and *California Government Code 3300 et al*, provided that the rules and regulations prescribed herein are followed. As used in this section, disciplinary or punitive action shall mean dismissal, suspension without pay, disciplinary demotion, reduction in salary, transfer for purposes of punishment, or written reprimand.

#### **11.2 Suspension With Pay Pending Investigation**

Notwithstanding any other provision of Section 11, the Appointing Authority may suspend an employee from his/her position at any time for reasons of investigation for disciplinary action upon the determination of the Appointing Authority that circumstances exist that make the immediate removal of the employee from the workplace 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. Such suspension pending investigation shall be with pay and benefits, except when criminal charges or an indictment are pending against the employee. Suspension with pay shall not be deemed disciplinary action and shall not be subject to appeal.



Written notice of such suspension shall be given to the suspended employee as soon as possible, but no later than seventy-two (72) hours after such action is taken. The Appointing Authority may reinstate any such suspended employee to his/her position for a good cause, providing the Appointing Authority is satisfied that no disciplinary action is appropriate.

### **11.3 Notice of Disciplinary Action**

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

**11.3.1** Except when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than written reprimand) shall be delivered to the employee, either personally or by United States Postal Service, to the current address listed on the employee's most recent Personnel Action Form, no less than five (5) calendar days prior to the effective date of any disciplinary action against the employee. The five (5) day prior notice requirement shall not apply to the following disciplinary actions, but may be given within a reasonable time after the commencement of such discipline:

- a. Suspension without pay of forty (40) hours or less (A/B Units only);
- b. Written reprimands; and
- c. Emergency or other special situations.
- d. There shall be no five (5) day notice required for Suspension With Pay Pending Investigation.

**11.3.2** The notice(s) of proposed disciplinary action shall together include the following:

- a. The nature of the proposed disciplinary action;
- b. The effective date of the proposed action;
- c. The causes for the proposed action in ordinary, concise language with the dates and places thereof, when known;
- d. A statement that the material upon which the proposed action is based is available for inspection; and
- e. A statement advising the employee of his/her right to respond, either verbally or in writing, to the Appointing Authority or his/her designee proposing the disciplinary action prior to the effective date, and the right to be represented in that response.

In order to implement either 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 by or as soon after the effective date of the disciplinary action as possible. This notice of disciplinary action shall contain the information specified in items 11.3.2.A, 11.3.2.B and 11.3.2.C above, and in addition, shall include a statement of the employee's right of appeal, if any, and representation by a party of his/her choice. The notice shall also include a referral to Section 11.11 of this MOU entitled "Appeals from Disciplinary Action."

### **11.4 Written Reprimand**

The Appointing Authority, or his/her authorized designee, may reprimand an employee by furnishing him/her with a written statement of the specific reasons for such reprimand. A copy of the reprimand shall be given to the Executive Director-Administration/Chief

District Attorney Investigator for inclusion in the employee's personnel file, and shall be subject to appeal as set forth in Section 11.11.3; however, the employee shall have the right of rebuttal, whether or not the employee appeals. The rebuttal, if it is in writing, shall be attached to the reprimand and placed in the employee's personnel file. The Appointing Authority, or his/her designee, may correct the written reprimand at his/her discretion. If the Appointing Authority removes the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

#### **11.5 Suspension Without Pay**

A suspension without pay invoked as disciplinary action under this section against an employee shall not exceed one (1) year.

#### **11.6 Reduction in Salary**

The 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.

#### **11.7 Disciplinary Demotion**

The Appointing Authority may demote an employee, for disciplinary reasons, to any position with a lower salary, provided the employee meets the qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months after the effective date of the demotion.

#### **11.8 Dismissal**

The continued tenure of each employee shall be subject to his/her satisfactory conduct and the rendering of efficient service. Should there be cause for disciplinary action, an employee may be dismissed for either reason.

#### **11.9 Absence Without Leave Separation**

An employee who has unauthorized absences from duty, which exceed three (3) consecutive working days shall be considered to have abandoned his/her position and to have automatically resigned. Resignation shall be deemed effective upon the posting by United States Mail of a Notice of Automatic Resignation, sent by the Appointing Authority or his/her designee to the last known address of the employee, as shown on his/her latest Personnel Action.

#### **11.10 Statute of Limitations**

No disciplinary action shall be taken against any Department employee for any cause unless the notice of the proposed disciplinary action is served within one (1) year of the of the Department's discovery of an act, omission, or other misconduct or non-performance, by a person authorized to initiate an investigation of the allegation, with the exception of those circumstances set forth in Government Code §3304(d).

Nothing herein shall preclude the County or the Appointing Authority from disciplining an employee for cause, which consists of a course of conduct or history of performance that began more than one (1) year prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond one (1) year shall be used only to determine the level of discipline to be imposed.

## **11.11 Appeals from Disciplinary Action**

Only permanent employees who are not serving their initial probationary period shall have the right of appeal from disciplinary action. Appeals from the various disciplinary actions listed in Section 11.1 shall be taken in accordance with the following provisions:

**11.11.1** An employee who receives a transfer for the specific purpose of punishment, that does not involve a reduction in salary or loss of pay, may request an evidentiary hearing before the Appointing Authority, or his/her authorized designee. The decision of the Appointing Authority, or his/her authorized designee shall be final and binding.

**11.11.2** An employee who receives a transfer for the specific purpose of punishment that involves a loss of pay may request a full evidentiary hearing before the Appointing Authority, or his/her authorized designee, whose decision in the matter shall be final and binding.

**11.11.3** An employee who receives a written reprimand that does not involve a reduction in salary or loss of pay may request an evidentiary hearing with the next level of supervision/management above the individual issuing the written reprimand. The employee shall also retain his/her right of rebuttal. If it is in writing, the rebuttal shall be attached to the reprimand and placed in the employee's personnel file. If after the hearing, the Appointing Authority, or his/her authorized designee decides to remove the written reprimand from the employee's personnel file, the employee's rebuttal (if any) shall likewise be removed.

**11.11.4** A "full evidentiary hearing" under the provisions of Section 11.11.2 above, when requested by the employee, shall involve the right to be represented, the calling and cross-examination of witnesses, and the issuance of subpoenas *deuces tecum*. The individual hearing the matter must not have been involved in the initial decision to issue the discipline. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

An "evidentiary hearing" under the provisions of Section 11.11.1 or 11.11.3 above, where the action taken results in neither reduction in salary nor loss of pay, when requested by the employee, shall involve the right to be represented, to produce evidence, and to present argument; but it shall not include the right to confront or cross-examine witnesses. The individual who took the disciplinary action shall be present, and Department shall have the burden of proof.

**11.11.5** A disciplinary appeal to arbitration may be filed only by an employee who is not a probationary employee and who occupies a permanent position, and only from disciplinary actions listed in Section 11.1 other than those set forth in 11.11.1 through 11.11.4 above.

**11.11.6** The appeal to arbitration must be filed in writing within a period of ten (10) calendar days after the employee is notified of the decision to take disciplinary action. The failure to file the appeal within the prescribed time limit shall constitute an irrevocable waiver of the employee's disciplinary appeal rights, and the discipline imposed shall become final and binding at the expiration of the ten-day time period.

A disciplinary appeal to arbitration shall be filed with the County Administrative Officer, shall be handled confidentially, and a copy of the appeal filed shall promptly be sent to both the Appointing Authority and the County Counsel's Office.

**11.11.7** Within twenty (20) days after the appeal is filed with the County Administrative Officer, the parties shall begin the process to select a mutually acceptable arbitrator. The parties shall then select a mutually agreeable hearing date.

Except as otherwise mutually agreed upon by the parties in a specific case, an arbitrator shall be selected and a hearing shall be scheduled within sixty (60) calendar days after the appeal is filed.

**11.11.8** The appellant and the Appointing Authority may appear personally and may be represented by counsel at the hearing. The hearing shall be private unless the appellant requests a public hearing.

**11.11.9** Before the hearing has commenced and during the course of the hearing, the arbitrator may issue subpoenas *deuces tecum* at the request of either party. Oral evidence shall be taken only on oath or affirmation. The appellant and the Appointing Authority shall each have the right to call and examine witnesses, to cross-examine opposing witnesses on any matter relevant to the issues, to impeach any witness and to rebut the evidence against him/her. Technical rules relating to evidence and witnesses do not have to apply to such hearings. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. At the hearing, the burden of proof shall be upon the Appointing Authority.

**11.11.10** As soon as may be practicable after the conclusion of the hearing, the arbitrator shall prepare a summary record of the proceedings and prepare recommended findings, conclusions and a decision. The hearing officer shall submit a copy of said record of findings, conclusions and decision to the Board of Supervisors. The arbitrator's decision shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.

**11.11.11** Within thirty (30) days after the filing of the record and recommended findings, conclusions and decision of the hearing officer with the Board, the Board shall adopt such recommended findings, conclusions and decision, or shall reject the recommendations of the hearing officer and adopt its own findings, conclusions and decision after a review of the record. The Board shall affirm, modify or reverse the order of the Appointing Authority causing the disciplinary action. Upon rejection of the recommendation by the Board, the entire administrative record shall be delivered to the Board, and the Board shall have an additional ninety (90) days from the date of rejection to review the entire administrative record and adopt its own findings, conclusions and decision in the matter.

**11.11.12** The decision of the Board shall be final. In the event that the Board shall modify or reverse the order of the Appointing Authority imposing disciplinary action, the Board shall, at the request of an Appointing Authority who is required to file an individual bond, require the employee to file an individual bond, said bond to be executed by said employee as principal, in an amount equal to the official bond filed by the Appointing Authority, said bond to inure to the benefit of the Appointing Authority. The premium cost of said bond shall be charged against the County.

**11.11.13** Each party shall bear its/his/her own costs in the disciplinary appeal; except that the expense of the arbitrator, the cost of a certified court reporter and the expense of a transcript of the hearing for the arbitrator shall be shared equally by the parties involved in the action being appealed. All other expenses including, but not limited to, fees for

witnesses, transcripts for a party and similar or other costs incurred by a party during the disciplinary appeal shall be the responsibility of that individual party.

**ARTICLE 12: HOLIDAY LEAVE**

Effective January 1, 2007, the following listed days shall be observed as legal holidays by the County of Monterey:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day*
Independence Day	Christmas Day
Labor Day	

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 any of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

\*Christmas Eve shall be observed as a holiday only on those days when December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday. All employees shall receive an equal number of holidays.

In addition, employees shall receive one (1) floating holiday per calendar year. Subject to the standard provisions for all floating holidays for County employees, this day will be taken at the employee's discretion with advance approval by the Appointing Authority or designee. This floating holiday must be taken as time off during the calendar year or it will be forfeited. (Note that the floating holiday is not part of the holiday "banked" hours for Units A and B.)

**ARTICLE 13: SENIORITY**

Seniority shall be based on an employee's date of appointment to a classification or rank. In the event of a tie, seniority shall be based upon employees' date of hire with the department. In the event of a tie, seniority shall be based on date of hire with the County. In the event an employee transfers out of the department into another position within the County and then back into the department, the seniority date, for purposes of layoffs, promotions, and transfers, shall be the date the employee transfers back into the department. In the event that two (2) or more employees have the same seniority date, the employee who applied for employment first shall have more seniority.

The seniority list on the date of this agreement will show the names, job titles, and seniority date of all employees.

The Employer will keep the seniority list up to date at all times and will provide the association with up-to-date copies of the list in December and June of each year.

Except in cases of operational necessity defined by the Appointing Authority, vacation selection shall be by seniority subject to administrative rules established by the Appointing Authority.

#### **ARTICLE 14: COUNTY 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 Sheriff's Office and District Attorney's Office; 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 Sheriff's Office and the District Attorney's Office operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of statutory and charter provisions cannot be subject to any grievance or arbitration proceeding.

Further, the exercise by the County through its Board 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 15: 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. 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. However, 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 16: 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 17: 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 benefits and working conditions which are not referenced in this agreement, such as e.g., those contained in the Salary and Benefits Resolution and the Personnel Resolution, and which are subject to the meet and confer process, shall continue without change unless modified subject to the meet and confer process.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms of 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.

A 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.

This Memorandum of Understanding between the County of Monterey and the Deputy Sheriff's Association, term July 1, 2013 to June 30, 2016.

For Deputy Sheriff's Association

For County of Monterey

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***MEMORANDUM OF UNDERSTANDING***

***Addendum***

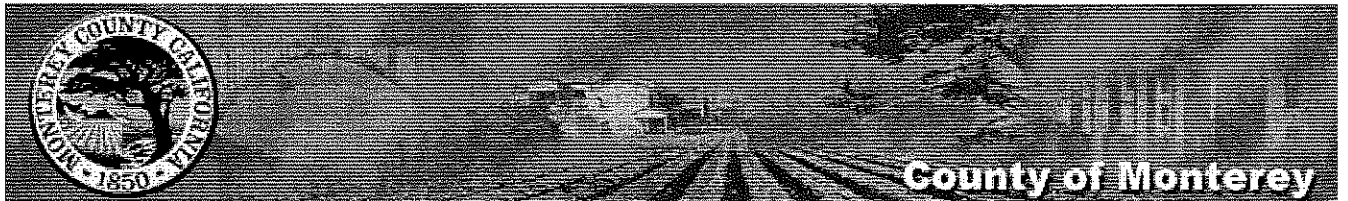
***Unit A***

***The Deputy Sheriffs' Association***

***Of Monterey County***

***General Safety Unit A***

July 1, 2013 – June 30, 2016





## Table of Contents

SECTION 1 REPRESENTATION .....	3
SECTION 2 INSURANCE.....	3
SECTION 3 SPECIAL PAY PRACTICES.....	6
SECTION 4 TRAVEL TIME TO TRAINING .....	9
SECTION 5 WORK SCHEDULE.....	10
SECTION 6 OVERTIME.....	10
SECTION 7 VACATION LEAVE.....	11
SECTION 8 DISCRETIONARY LEAVE .....	11
SECTION 9 SICK LEAVE .....	11
SECTION 10 HOLIDAY LEAVE .....	12
SECTION 11 COURT TIME .....	13
SECTION 12 RELEASE TIME BANK.....	13
SECTION 13 ON-CALL .....	15
SECTION 14 FITNESS PROGRAM .....	16
SECTION 15 PROBATION.....	16

## SECTION 1 REPRESENTATION

Unit A represents the following classifications:

- Deputy Sheriff – Corrections Recruit
- Deputy Sheriff – Corrections
- Deputy Sheriff – Operations
- District Attorney Investigator I
- District Attorney Investigator II
- District Attorney Investigator III

## SECTION 2 INSURANCE

During the term of this Agreement, the Association may reopen the agreement for the purpose of discussing dental and vision insurance for retirees and eligible dependents.

The County agrees to maintain the current levels of employer contributions provided to employees for healthcare benefits, for the Association members, when compared against other County employees. In the event the County increases the employer contributions provided to employees for healthcare benefits, for SEIU Units F and/or J, the County agrees to adjust Unit A benefits in order to maintain comparable levels of benefits. If DSA negotiates a different employee out-of-pocket expense than SEIU Units F and/or J, the prior sentence shall not apply and the County Elective Contributions Section of this Unit A MOU (Section 2.1.3) shall prevail.

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 unit employees who are regularly scheduled to work forty (40) hours or more in a pay period will be eligible to participate in any of the County's health insurance programs.

Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute the maximum non-elective monthly contribution for eligible retirees enrolled in a CalPERS health insurance program. The County's non-elective contribution will be increased as directed by CalPERS in accordance with SB 1464.

### 2.1 Flexible Benefits Plan

#### 2.1.1 General Provisions

The County will make available a Flexible Benefits Plan to all employees. Employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS
- Dependent medical coverage under CalPERS
- No medical coverage
- Employee dental coverage under the County's self-funded plan
- Dependent dental coverage under the County's self-funded plan

- No dental coverage
- Employee vision coverage under VSP
- Dependent vision coverage under VSP
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan

***Additional Payroll Deduction***

For each month when the benefit options selected by the employee under this plan exceed the appropriate County non-elective and elective 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.

***In-Lieu Payout***

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

***Flexible Benefits Plan Administration***

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 Internal Revenue Service (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 IRS 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 I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

**2.1.2 County Non-Elective Contributions**

The County maximum non-elective contributions toward the Flexible Benefits Plan will be as indicated below.

The County shall not contribute any non-elective amounts toward the employee's purchase of any other optional benefits, which may be provided by the County through the Flexible Benefits Plan.

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.

***Health Insurance Contribution***

The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be increased as directed by CALPERS in accordance with SB 1464.

***Dental Insurance Contribution***

The County’s maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

***Vision Insurance Contribution:***

The County’s maximum non-elective contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the vision (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

**2.1.3 County Elective Contributions**

Elective flex credits are currently provided to County DSA employees who participate in a PERS health plan offered only through their employment. Such elective flex credits are currently based on the annually identified PERS Choice premiums and result in a share of cost [this unit forfeits according to “In-lieu Payout” above] to employees based on their level of participation (employee only, employee plus one dependent, employee plus family). At any time the level of participation changes, the share of cost changes as well. For the duration of this contract, the 2013 share of cost amounts will serve as the baseline for employee deductions. Employees participating in such a health plan therefore agree to a pre-tax payroll deduction of \$100.21 for employee only; \$215.62 for employee plus one; and \$255.27 for employee plus family per month in conjunction with any other 2013 rate share of cost amount to which they may be entitled according to their level of participation. During the course of this contract, employees will experience a change in their share of cost if they change health plans or level of participation.

**2.2 Alternative Benefit Option**

Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more a pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:

	<u>Monthly County Contribution</u>
Employee or Subscriber	\$263.00
Dependent(s)	\$145.00

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:

	<u>Monthly County Contribution</u>
Employee or Subscriber	\$131.50
Dependent(s)	\$ 72.50

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option.

Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to County guidelines.

County and Association may, by mutual agreement, agree to reopen this Article and meet and confer regarding its terms and conditions at any time during the term of this MOU.

**2.3 Life**

The County agrees to pay the premium to continue ten thousand dollars (\$10,000) life insurance coverage for enrolled employees during the term of this agreement.

**2.4 Additional Life Insurance**

County agrees to pay the premium for an additional twenty-five thousand dollars (\$25,000) of term life insurance for those eligible members of the representation unit in permanent positions who did not elect and do not receive the dependent medical coverage.

**2.5 Physical Examination**

Each calendar year an employee who, for the previous calendar year, elected the County insurance program and had no dependents for whom the County paid a portion of the medical premium shall be eligible to receive a physical examination by a physician at Natividad Medical Center at County expense. An employee eligible for a physical examination under this article may schedule the examination by contacting the Natividad Medical Center.

**2.6 Selection and Administration**

The County continues to have the right and the obligation to administer the various County sponsored insurance programs. These rights and obligations include but are not limited to the right to select the County sponsored carriers and claim insurance administrators after prior consultation with the Association. Changes in insurance carriers or administrators shall not result in any overall reduction in benefits.

**SECTION 3 SPECIAL PAY PRACTICES<sup>1</sup>**

**3.1 Sheriff's Office Assignments**

Premium pay shall be paid for the assignments as noted below. Up to two (2) assignments shall be payable to an employee at any one (1) time. If an employee leaves one (1) of the below listed assignments for any reason, that employee shall only be paid the premium for that portion of the month worked while on the assignment.

The below listed assignments shall be made at the sole discretion of the Sheriff and an employee so assigned shall serve in those assignments at the pleasure of the Sheriff.

<sup>1</sup> For additional Special Pays, see Master Contract

**3.1.1 Training Officer Assignment:**

Deputy Sheriffs-Corrections and Deputy Sheriffs-Operations assigned as Facility or Field Training Officers, shall receive a Premium Pay of four point four percent (4.4%) of the employee's base pay for the period of such assignment.

**3.1.2 Detective Assignment:**

Deputy Sheriffs-Operations assigned as Detectives, either permanently or on a rotational basis, shall receive a Premium Pay of thirteen point four percent (13.4%) of the employee's base pay for the period of such assignment. This premium shall not apply to other classifications, which may be assigned to the Coroner's or Investigations divisions.

**3.1.3 Hazard Pay Assignments:**

SWAT, Bomb Squad, CERT, Gang Task Force, Hostage Negotiator, Dive Team and Search and Rescue team members shall receive a Hazard Pay Premium of four point four percent (4.4%) of the employee's base pay, up to a maximum of two (2) Hazard Pay assignments, for the period of such assignment. Search and Rescue team members shall not be eligible to receive On-Call pay.

**3.1.4 Canine Handlers**

Upon assignment by management, Deputy Sheriff's who are assigned as Canine Handlers shall receive four point four percent (4.4%) of the employee's base pay for canine maintenance for the period of such assignment. Canine maintenance includes but is not limited to feeding, exercising, grooming and working with the canine.

The Sheriff's Office will pay the cost of dog food, grooming, supplies, services and veterinary expenses in accordance with the provisions of Sections A-C below.

**A.** The Sheriff's Office will establish reasonable or ordinary monthly expenditure rates to ensure costs are controlled and accounted for in the Sheriff's annual budget. The Canine Supervisor will submit any expenses above these rates to the Sheriff, or the Sheriff's designee for approval before payment.

**B.** The Sheriff's Office will select the authorized vendors to be used (i.e. feed stores, veterinary clinics, etc.) and will arrange contracts with these vendors. All veterinary treatment must be pre-approved by the Sheriff's Office unless an emergency condition exists. The Sheriff's Office further reserves the right to determine if the expenses to be incurred outweigh the value of the canine to the needs of the Sheriff's Office.

**C.** The Sheriff's Office shall provide a kennel enclosure approximately five feet by ten feet (5' x 10') on property designated by the Canine Handler. The kennel shall remain the property of the Sheriff's Office. The kennel will be returned to the Sheriff's Office within thirty (30) days, once the Canine Handler's assignment is discontinued.

**D.** If a canine that is owned by the Sheriff's Office becomes permanently disabled or is no longer able to perform its duties, as determined by the Sheriff's Office within its sole discretion, the Canine Handler shall be offered the first opportunity to purchase the canine at a cost of one dollar (\$1.00). If so purchased, neither the Deputy nor the canine will be entitled to any benefits described in this section, unless the Deputy is assigned another Sheriff's Office-owned canine. If purchased, the canine shall become the sole responsibility of the purchaser and the purchaser waives

all claims against the County.

### **3.2 Call Back from Vacation for Court Appearance**

If an employee is on a prescheduled vacation for the entire work week or more and the employee is called for a court appearance during the prescheduled vacation, that employee shall be paid at straight-time for eight (8) hours that day and there shall be no charge against the employee's vacation balance for said day of court appearance.

### **3.3 Call Back**

#### **3.3.1 Call Back Compensation**

Employees shall be entitled to call back compensation when they are summoned to work outside their regularly scheduled duty time. If an employee is required to report for duty or any other required work assignment, the employee shall be compensated at the regular rate of pay for a minimum of four hours or for the actual time worked, whichever is greater (see exceptions.)

Exception 1: If the call back is prior to and extends into a regular shift, they will be compensated at actual time worked. For this exception only, "actual time worked" shall be calculated from the time of the phone call if the employee is ordered to report immediately or from the time actually ordered to report if the employee is given advance notice of the order to report to their shift early.

Exception 2: A detective On-Call, who receives a work related call or is required to report to the work site, shall be compensated at the regular rate of pay for a minimum of two hours or for the actual time worked, whichever, is greater.

Exception 3: An employee, that is not a detective On-Call, who can resolve the work related issue while on the telephone and is not required to return to the work site, shall be compensated at the regular rate of pay for one hour. Any additional telephone calls that are received within that one hour period shall not result in any additional compensation unless the phone call required the employee to report to the work site, wherein the employee shall be compensated in accordance with the above provisions. Any telephone calls received after the one hour period, will entitle the employee to another one hour of compensation at times the regular rate of pay.

Instances where call backs may occur include but are not limited to: 1) Staffing shortages, 2) Major criminal or accident investigation/staffing, 3) Hostage and critical incident responses, 4) Special event staffing, 5) Training, or any other circumstance that would require an employee to report for duty outside their regularly scheduled duty time.

#### **3.3.2 Planned Call Back**

The County agrees to provide a minimum of three (3) hours call back pay, at the regular rate of pay, for up to one inspection, four (4) shoots per fiscal year and one mandatory fitness exam. However, this minimum shall not be paid in cases where the call back extends a shift, continues into a shift, or occurs during a shift.

### **3.4 Supplemental Law Enforcement Services**

#### **Officer Compensation Pursuant to Monterey Code, Chapter 2.76**

All hours worked in the performance of “Supplemental Law Enforcement Services” by employees in the Deputy Sheriff classification will be compensated at the regular rate of pay.

### **3.5 Deputy Sheriff – Corrections Recruit**

**3.5.1** Deputy Sheriff Corrections Recruits, who work in the Custody Operations Bureau, must successfully complete the approved California P.O.S.T. police/BASIC academy before they can be compensated or begin seniority at the higher Deputy Sheriff – Corrections level.

**3.5.2** Those individuals working at the Custody Operations Bureau, who are not attending the academy full-time as Deputy Sheriff – Corrections Recruits:

**a.** Will receive compensation at the rate of Step 1 of a Deputy Sheriff Corrections for hours worked in the Custody Operations Bureau while receiving formal Facility Training Officer (FTO) training; and for hours worked in the Custody Operations Bureau after completing the entire formal FTO Training Program.

**b.** The assignments will be limited to:

1. Corrections Specialist duties (when there is a vacancy) – no direct inmate contact;
2. Control Operations – no direct inmate contact;
3. Rehabilitation Facility – direct inmate contact, with three (3) other support deputies and a Sergeant assigned;
4. If incumbent is additional staff over minimum staffing levels, may shadow other deputies.
5. The incumbents affected will be compensated from date of occurrence.
6. The class specifications will be revised to include this information.

### **3.6 Retention Adjustment**

Employees covered by this Unit A Memorandum of Understanding will be eligible to receive a one point three percent (1.3%) Retention Adjustment upon the employee completing six (6) years of service.

## **SECTION 4 TRAVEL TIME TO TRAINING**

If an employee travels to a school or a conference, etc., in excess of his/her normal workday, the employee shall be given time off equal to straight time the number of hours traveled. The time off shall be scheduled at the department’s discretion after consultation with the employee. Time off shall be scheduled during the same work period as the training. If the department is unable to schedule time off during the same work period, then the employee shall be compensated at time and a half of the regular rate of pay.

For purposes of this Section, “travel time” shall be computed from the employee’s assigned work location to the travel site. If the employee’s residence is closer to the travel site than their assigned work location and the employee receives the approval of his/her supervisor to take home a County vehicle, “travel time” shall be computed from the employee’s residence to the travel site.



## SECTION 5 WORK SCHEDULE

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by the Appointing Authority.

Subject to the above provision, employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, work schedules shall not be changed without ten (10) calendar days written prior notice to the affected employee(s).

## SECTION 6 OVERTIME

Overtime, for employees of the Sheriff's Office covered by this agreement, shall be defined as: time actually worked in excess of eighty (80) hours in a work period. For the purposes of determining an employee's entitlement to overtime, vacation time, sick time, compensatory time off, PTO, holiday leave and paid release time hours and associated dollars shall be treated as "time actually worked."

Overtime, for employees of the District Attorney's Office covered by this agreement, shall be defined as: time actually worked in excess of forty (40) hours in a week (seven days). For the purposes of determining an employee's entitlement to overtime, vacation time, sick time, compensatory time off, PTO, holiday leave and paid release time hours and associated dollars shall be treated as "time actually worked."

No pyramiding provision; overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply.

The rate of overtime compensation shall be one and one half (1.5) times the employee's regular rate of pay except that the rate of overtime compensation may be modified pursuant to the terms of the following paragraph:

**6.1** When the employee whose regular class is listed in the column on the left below is assigned to work overtime, performing duties normally assigned to the class listed in the same line in the column to the right below, the overtime compensation shall be at the rate of one and one-half (1.5) times of either:

- A. The regular rate of the highest step of the salary range of the lower paid class in the right hand column below or;
- B. The rate applicable to the employee's current step in his/her regular class, whichever is less.

Employee's Regular Job Class

Applicable Lower Class

Deputy Sheriff-Corrections  
Deputy Sheriff-Corrections Recruit

Corrections Specialist  
Corrections Specialist

**6.2** Employees of the Sheriff's Office covered by this Agreement shall be allowed to earn Compensatory Time Off (CTO) at the rate of 1.5 hours credit for each hour of overtime worked in lieu of cash, except

if the hours worked are in accordance with Section 6.1.B. above, in which case the employee shall be paid in cash. The Sheriff shall determine the method of compensation after consulting with the affected employee. With permission of the Sheriff, an employee may accumulate up to one hundred sixty (160) hours of CTO.

**6.3** Employees of the District Attorney's Office covered by this Agreement shall be allowed to earn Compensatory Time Off (CTO) at the rate of 1.5 hours credit for each hour of overtime worked in lieu of cash. The District Attorney shall determine the method of compensation after consulting with the affected employee. With permission of the District Attorney, an employee may accumulate up to four hundred and eighty (480) hours of CTO.

### **SECTION 7 VACATION LEAVE**

**7.1** Vacation will be accrued at the following rates (for the purposes of vacation accrual, a day is defined as eight (8) hours):

After 6 months of continuous employment	10 days (80 hours)/year	3:08 hours pay period
After 3 years of continuous employment	15 days (120 hours)/year	4:28 hours pay period
After 10 years of continuous employment	20 days (160 hours)/year	6:09 hours pay period
After 20 years of continuous employment	21 days (168 hours)/year	6:28 hours pay period
After 21 years of continuous employment	22 days (176 hours)/year	6:47 hours pay period
After 22 years of continuous employment	23 days (184 hours)/year	7:05 hours pay period
After 23 years of continuous employment	24 days (192 hours)/year	7:23 hours pay period
After 24 years of continuous employment	25 days (200 hours)/year	7:42 hours pay period

**7.2** The maximum vacation accrual is four hundred (400) hours.

**7.2.1** An employee may cash out up to forty (40) hours of Paid Time Off (PTO) or vacation time per calendar year, however forty (40) hours must remain in his/her vacation and/or PTO bank after the cash out.

**7.2.2** All employees with hours in the PTO bank will have this time available for leave usage and/or for pay out upon separation from employment.

### **SECTION 8 DISCRETIONARY LEAVE**

In addition to regularly scheduled vacation and holidays, employees may request Compensatory Time Off (CTO), vacation or PTO as discretionary time off. Discretionary time off is limited to twelve (12) hours per quarter. Up to forty-eight (48) hours may be awarded one time per year under emergency circumstances. Discretionary time off is subject to the following restrictions:

- Single day requests by at least one (1) person per work unit or team within a shift will be guaranteed with seven (7) days advance request. Every reasonable effort will be made to accommodate requests of shorter notice.
- Discretionary time off shall not be used for the annual holiday dates.

### **SECTION 9 SICK LEAVE**

**9.1** Unused sick leave may be paid off upon retirement pursuant to the provisions of the Monterey

County Personnel Policies and Practices Resolution. Sick leave may be used in the same manner as prescribed in Article A.27 of the Personnel Policies & Practices Resolution. An employee, in lieu of cashing out five hundred (500) hours of sick leave, may convert up to seven hundred-fifty (750) hours of their accumulated sick leave to the purchase of individual only health benefits under the County health plan.

9.2 Employees will accrue sick leave at the rate of twelve (12) days (ninety-six [96] hours) per year.

## SECTION 10 HOLIDAY LEAVE

All peace officer employees regardless of normal shift or assignment may be required to work flexible hours, shifts, weekends and holidays as required in the performance of their responsibilities and duties.

10.1 Employees who are assigned to work an eight-hour shift shall observe the holidays listed in the Master Contract, Article 12, with the exception of maximum enforcement assignments during the following periods: 4<sup>th</sup> of July, Memorial Day, Labor Day and New Years Eve. Employees who work on a declared maximum enforcement assignment, shall be paid overtime at one and one half (1.5) times their regular rate of pay for hours worked in addition to their regular holiday pay.

10.2 Employees who work shifts shall, in observance of the holidays, receive at the beginning of each calendar year an annual bank of eighty (80) hours each year to take as holiday hours. During a year in which Christmas Eve (December 24<sup>th</sup>) falls on a Monday, Tuesday, Wednesday or Thursday, these employees shall receive an annual bank of eighty-eight (88) hours.

Employees who work shifts shall be scheduled for 20 (twenty) holiday hours per quarter consistent with the guidelines described in Section 10.3 below. In years, that include a Christmas Eve holiday, employees shall be scheduled for twenty-two (22) holiday hours per quarter. A quarter shall comprise three calendar months beginning January 1<sup>st</sup> of each year. Employees who work shifts in accordance with this section shall receive in their holiday hours bank the appropriate number of holiday hours for that calendar year (either eighty [80] or eighty-eight [88] depending on the inclusion of Christmas Eve.)

If an employee is not scheduled off for at least twenty (20) or twenty-two (22) hours of holiday hours per quarter, then the County shall pay him/her for all unscheduled remaining hours up to twenty (20) or twenty-two (22) for that quarter. By the end of each calendar year, each employee shall use up or receive pay for all of his/her annual holiday time. If an employee is not scheduled for his/her full allotment of quarterly holiday hours, then his/her supervisor shall request payment for all unused holiday hours to be paid at the end of the quarter in which s/he did not use up the hours.

When an employee transfers to an eight-hour shift, s/he shall begin to observe holidays normally observed in that work group as described in the Master Contract, Holiday Leave. If an employee who transfers does not have sufficient hours to cover remaining hours, then s/he shall either work the holiday(s) or shall use paid leave time to cover the holiday(s). By the end of each calendar year, each employee shall use up or receive pay for all of his/her

annual allotment of holiday hours.

If an employee who is eligible for the holiday bank hours due to their shift assignment is placed on 4850 time due to a work related injury, the employee shall continue to fall under this section for the duration of the time they are on 4850 time, unless the employee was scheduled to be assigned to an eight-hour shift prior to the injury. In that case, the employee on 4850 time shall be treated as if they were transferred on the previously scheduled date and be subject to the terms in the preceding paragraph.

**10.3** Holiday hours for employees covered by Unit A shall be scheduled using the following alternatives enumerated as 1, 2, 3 and 4, which shall be available to employees in that order.

1. On the holiday
2. On an alternate day requested by the employee prior to the completion of the quarter
3. On an alternate day attached to the employee's weekend within the quarter
4. If the above options cannot be accommodated, the employee will receive pay at straight time for any remaining hours in the Holiday Bank.

**10.4** An employee hired into, transferring, promoting or leaving positions belonging to Unit A shall have their hours adjusted on a pro-rated basis. An employee who transfers, promotes or terminates employment may cancel scheduled holidays to avoid overpayment.

**10.5** In addition, employees shall receive one (1) floating holiday per year. (See Master Contract, Holiday Leave, for guidelines.)

## **SECTION 11 COURT TIME**

If an employee is required to report to Court in relation to their official duties outside their regular duty time, they shall be entitled to compensation at the regular rate of pay for a minimum of four (4) hours or actual time worked, whichever is greater. For purposes of this section, "actual time worked" shall be defined as starting when the employee reports to the courthouse and ending when the employee is released for the day by the judge/subpoenaing party, including any court recesses, lunch breaks, or other breaks that occur within that time frame.

If the employee reports to their assigned work site and uses a County vehicle to travel to the courthouse, the employee's actual work time will be defined to begin as the time they leave their assigned work site to travel to the courthouse and end when they return their assigned work site from the courthouse.

## **SECTION 12 RELEASE TIME BANK**

### **12.1 Use of Release Time Bank Hours**

**12.1.1** Release Time Bank hours are intended for use by eligible Association officers to serve as delegates to Association conferences and conventions, and Association training seminars and for Association Shop Stewards to conduct union business.

**12.1.2** Release Time Bank hours shall not be used to conduct local Association business, process grievances or to conduct MOU negotiations.

## **12.2 Unit Member Contributions**

**12.2.1** During the month of January, an eligible bargaining unit member may, at his/her option, contribute in no smaller than one half (1/2) hour increments up to eight (8) hours of accrued time (excluding sick leave) to the Association Release Time Bank. To be eligible to contribute, an employee shall, after making a contribution, have no less than forty (40) hours of accrual remaining.

**12.2.2** The Association shall generate, distribute and collect authorization forms approved by the County Auditor-Controller and the Employee Relations Officer, to secure employee authorization for contributions to the "DSA Release Time Bank". These signed authorization forms shall be submitted to the Auditor-Controller by the Association together with an alphabetical listing of contributors showing name, employee number and amount of accrued time contributed by each contributor.

## **12.3 Release Time Bank Carryover and Limit**

Hours in the "DSA Release Time Bank" at the end of a calendar year shall be carried over to the succeeding calendar year providing that the total number of hours in the bank shall at no time exceed two hundred (200) hours. Authorizations for contributions which would bring the "Release Time Bank" to over two hundred (200) hours shall be returned to the contributors with no deduction from his/her accrual (excluding sick leave).

## **12.4 Use of Release Time Bank Hours**

**12.4.1** The Board of Directors of the Association, or a designee of the Board, may use hours from the "Release Time Bank".

**12.4.2** No more than eighty (80) hours of "Release Time Bank" hours shall be used during a calendar year by any one (1) of the eligible individuals.

**12.4.3** No more than forty (40) "Release Time Bank" hours shall be used by one (1) individual during any one (1) calendar quarter.

## **12.5 Requests for Use and Approval of Release Time Bank Hours**

**12.5.1** Use of "Release Time Bank" hours is subject to approval by the Appointing Authority or his/her designee.

**12.5.2** An eligible individual wishing to use "Release Time Bank" hours shall submit a signed, written request to his/her immediate supervisor according to the following time lines:

1. Written requests for absences for "Release Time Bank" hours shall be submitted no less than twenty (20) working days prior to the anticipated absence.
2. For unexpected absences when a twenty (20) working day notice is not possible, eligible Association Officers may voluntarily arrange shift trades with other employees in the same classification as needed to cover their assigned duties. Where a shift trade is not applicable, approval to use Release Time Bank hours without the notice required in the previous paragraphs shall be at the sole discretion of the Appointing Authority or his/her designee.

3. Requests for use of "Release Time Bank" hours shall not be approved if it is known in advance that the department would be required to hire overtime in order to cover the duties of the employee making the request or if the Appointing Authority or his/her designee determines that the employee's absence would have a negative impact on the operational needs of the department.

4. No more than two (2) employees from any one (1) Sheriff's Division, (i.e., patrol, investigation, coroner's/civil, corrections) nor more than one (1) employee from the same shift and rank within the same Sheriff's Unit nor more than one (1) employee from the District Attorney's Office shall simultaneously use Release Time Bank Hours.

Interpretation and application of the terms of this section are not subject to the grievance procedure.

### SECTION 13 ON-CALL

**13.1** Those personnel assigned to the Sheriff's Investigative Divisions who are placed On-Call on a rotating basis shall be allowed to take a departmental auto home on those days that they are placed on call. Such departmental auto shall be used only for direct transportation from work to place of residence and for the expeditious handling of official duties. No additional compensation or any work time credit shall accrue as a result of taking a Department vehicle home.

**13.2** On Call pay applies to employees in the Coroner, Investigations and Narcotics Divisions, , SWAT, and District Attorney Investigators.

**13.3** Upon assignment by the Appointing Authority (for those classifications supervised), On-Call assignments shall be compensated at a rate of three dollars (\$3.00) per hour for off duty hours or assignment.

**13.4** The Association agrees that the number of employees so assigned is under the absolute authority of the Appointing Authority.

**13.5** On Call pay will also apply if a Deputy Sheriff – Operations is assigned by the Sheriff to serve as a "resident" Deputy in Big Sur and will include the following provisions:

**13.5.1** A patrol vehicle will be assigned to the Deputy while on assignment.

**13.5.2** The assigned Deputy will receive a stipend of three hundred dollars (\$300) per pay period for meal expenses (IRS reportable.)

**13.5.3** The County will pay directly to the vendor of lodging on behalf of the employee (IRS reportable.)

**13.5.4** The assigned Deputy will be required to reside in Big Sur for the duration of the assigned work period.

**13.5.5** The assigned Deputy will be scheduled to work a 10-hour shift, four days per week. During the four day work shift, the Deputy shall remain in Big Sur while not on duty in an on-call status. In the event the Deputy is called back to work while on call, the Deputy will be compensated at the rate of 1.5 times the regular rate of pay for four (4) hours, or the actual time worked, whichever is greater.

**13.5.6** The duration of this assignment shall not exceed one hundred and twenty (120) days.

**SECTION 14 FITNESS PROGRAM**

The County and Association agree to meet during the term of this Agreement to define a mutually agreed upon Fitness Program with the intent of maintaining the physical fitness of the employees and reducing work related injuries.

**SECTION 15 PROBATION**

All Deputy Sheriff-Corrections and Deputy Sheriff-Operations hired after the effective date of this agreement will be subject to an 18 month initial probationary period.

For Safety Unit A

For County of Monterey

---

---

---

---

---

---

---

---

***MEMORANDUM OF UNDERSTANDING***

***Addendum***

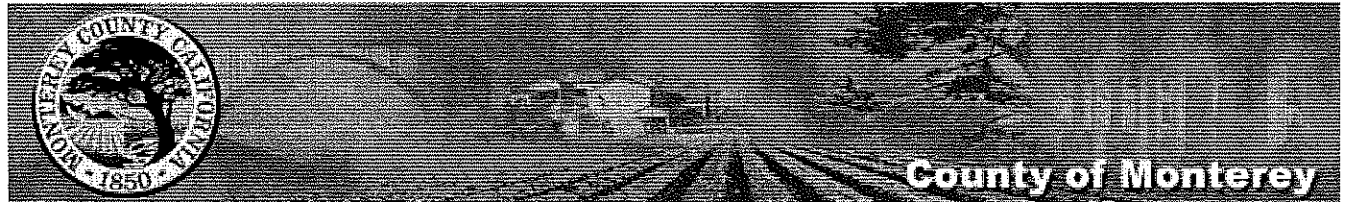
***Unit B***

***The Deputy Sheriffs' Association***

***Of Monterey County***

***Safety Supervisory Unit B***

July 1, 2013 – June 30, 2016





## Table of Contents

SECTION 1 REPRESENTATION.....	3
SECTION 2 INSURANCE.....	3
SECTION 3 SPECIAL PAY PRACTICES .....	6
SECTION 4 TRAVEL TIME TO TRAINING .....	8
SECTION 5 WORK SCHEDULE.....	9
SECTION 6 OVERTIME.....	9
SECTION 7 VACATION LEAVE.....	9
SECTION 8 DISCRETIONARY LEAVE .....	10
SECTION 9 SICK LEAVE .....	10
SECTION 10 HOLIDAY LEAVE .....	10
SECTION 11 COURT TIME .....	12
SECTION 12 RELEASE TIME BANK.....	12
SECTION 13 ON-CALL .....	13

## SECTION 1 REPRESENTATION

Unit B represents the following classifications:

Correctional Sergeant  
Sheriff's Sergeant  
Sheriff's Investigative Sergeant

## SECTION 2 INSURANCE

During the term of this agreement, the Association may reopen the agreement for the purpose of discussing dental and vision insurance for retirees and eligible dependents.

The County agrees to maintain the current levels of employer contributions provided to employees for healthcare benefits, for the Association members, when compared against other County employees. In the event the County increases the employer contributions provided to employees for healthcare benefits, for SEIU Units F and/or J, the County agrees to adjust Unit B benefits in order to maintain comparable levels of benefits. If DSA negotiates a different employee out-of-pocket expense than SEIU Units F and/or J, this paragraph shall not apply and the County Elective Contributions Section of this Unit B MOU (Section 2.1.3) shall prevail.

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 unit employees who are regularly scheduled to work 40 (forty) hours or more in a pay period will be eligible to participate in any of the County's health insurance programs.

Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute the maximum non-elective monthly contribution for eligible retirees enrolled in a CalPERS health insurance program. The County's non-elective contribution will be increased as directed by CalPERS in accordance with SB 1464.

### 2.1 Flexible Benefits Plan

#### 2.1.1 General Provisions

The County will make available a Flexible Benefits Plan to all employees. Employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS
- Dependent medical coverage under CalPERS
- No medical coverage
- Employee dental coverage under the County's self-funded plan
- Dependent dental coverage under the County's self-funded plan
- No dental coverage
- Employee vision coverage under VSP

- Dependent vision coverage under VSP
- No vision coverage
- Any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan

***Additional Payroll Deduction***

For each month when the benefit options selected by the employee under this plan exceed the appropriate County non-elective and elective 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.

***In-Lieu Payout***

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

***Flexible Benefits Plan Administration***

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 Internal Revenue Service (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 IRS 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 I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

**2.1.2 County Non-Elective Contributions**

The County maximum non-elective contributions toward the Flexible Benefits Plan will be as indicated below.

The County shall not contribute any non-elective amounts toward the employee's purchase of any other optional benefits, which may be provided by the County through the Flexible Benefits Plan.

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.

***Health Insurance Contribution:***

The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be increased as directed by CALPERS in accordance with SB 1464.

***Dental Insurance Contribution:***

The County's maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

***Vision Insurance Contribution:***

The County's maximum non-elective contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the vision (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

**2.1.3 County Elective Contributions**

Elective flex credits are currently provided to County DSA employees who participate in a PERS health plan offered only through their employment. Such elective flex credits are currently based on the annually identified PERS Choice premiums and result in a share of cost [this unit forfeits according to "In-lieu Payout" above] to employees based on their level of participation (employee only, employee plus one dependent, employee plus family). At any time the level of participation changes, the share of cost changes as well. For the duration of this contract, the 2013 cash-back and share of cost amounts will serve as the baseline for employee deductions. Employees participating in such a health plan therefore agree to a pre-tax payroll deduction of \$100.21 for employee only; \$215.62 for employee plus one; and \$255.27 for employee plus family per month in conjunction with any other 2013 rate share of cost amount to which they may be entitled according to their level of participation. During the course of this contract, employees will experience a change in their share of cost if they change health plans or level of participation.

**2.2 Alternative Benefit Option**

Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more a pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:

	<u>Monthly County Contribution</u>
Employee or Subscriber	\$263.00
Dependent(s)	\$145.00

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:

	<u>Monthly County Contribution</u>
Employee or Subscriber	\$131.50
Dependent(s)	\$ 72.50

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option.

Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to County guidelines.

County and Association may, by mutual agreement, agree to reopen this Article and meet and confer regarding its terms and conditions at any time during the term of this MOU.

### **2.3 Life**

The County agrees to pay the premium to continue \$10,000 (ten thousand) dollars life insurance coverage for enrolled employees during the term of this agreement.

### **2.4 Additional Life Insurance**

County agrees to pay the premium for an additional \$25,000 (twenty-five thousand) dollars of term life insurance for those eligible members of the representation unit in permanent positions who did not elect and do not receive the dependent medical coverage.

### **2.5 Physical Examination**

Each calendar year an employee who, for the previous calendar year, elected the County insurance program and had no dependents for whom the County paid a portion of the medical premium shall be eligible to receive a physical examination by a physician at Natividad Medical Center at County expense. An employee eligible for a physical examination under this article may schedule the examination by contacting the Natividad Medical Center.

### **2.6 Selection and Administration**

The County continues to have the right and the obligation to administer the various County sponsored insurance programs. These rights and obligations include but are not limited to the right to select the County sponsored carriers and claim insurance administrators after prior consultation with the Association. Changes in insurance carriers or administrators shall not result in any overall reduction in benefits.

## **SECTION 3 SPECIAL PAY PRACTICES <sup>1</sup>**

### **3.1 Sheriff's Office Assignment**

Premium Pay shall be paid for the assignments noted in Section 6.4. Up to two (2) assignment premiums shall be payable to an employee at any one (1) time. If an employee leaves one (1) of the below listed assignments for any reason, that employee shall only be paid the premium for that portion of the month worked while on the assignment.

The below listed assignments shall be made at the sole discretion of the Sheriff and an employee so assigned shall serve in those assignments at the pleasure of the Sheriff.

#### **3.1.1 Hazard Pay Assignments:**

SWAT, Bomb Squad, CERT, Gang Task Force, Hostage Negotiator Dive Team and Search and Rescue team members shall receive a Hazard Pay Premium of four point four percent (4.4%) of the employee's base pay, up to a maximum of two (2) Hazard Pay assignments, for the period of

<sup>1</sup> For additional Special Pays, see Master Contract

such assignment. Search and Rescue team members shall not be eligible to receive On-Call pay.

### **3.1.2 Canine Handlers**

Upon assignment by management, Deputy Sheriff's who are assigned as Canine Handlers shall receive four point four percent (4.4%) of the employee's base pay for canine maintenance for the period of such assignment. Canine maintenance includes but is not limited to feeding, exercising, grooming and working with the canine.

The Sheriff's Office will pay the cost of dog food, grooming, supplies, services and veterinary expenses in accordance with the provisions of Sections A-C below.

**A.** The Sheriff's Office will establish reasonable or ordinary monthly expenditure rates to ensure costs are controlled and accounted for in the Sheriff's annual budget. The Canine Supervisor will submit any expenses above these rates to the Sheriff, or his designee, for approval before payment.

**B.** The Sheriff's Office will select the authorized vendors to be used (i.e. feed stores, veterinary clinics, etc.) and will arrange contracts with these vendors. All veterinary treatment must be pre-approved by the Sheriff's Office unless an emergency condition exists. The Sheriff's Office further reserves the right to determine if the expenses to be incurred outweigh the value of the canine to the needs of the Sheriff's Office.

**C.** The Sheriff's Office shall provide a kennel enclosure approximately five feet by ten feet (5' x 10') on property designated by the Canine Handler. The kennel shall remain the property of the Sheriff's Office. The kennel will be returned to the Sheriff's Office within 30 (thirty) days, once the Canine Handler's assignment is discontinued.

**D.** If a canine that is owned by the Sheriff's Office becomes permanently disabled or is no longer able to perform its duties, as determined by the Sheriff's Office within its sole discretion, the Canine Handler shall be offered the first opportunity to purchase the canine at a cost of \$1.00 (one) dollar. If so purchased, neither the Deputy nor the canine will be entitled to any benefits described in this section, unless the Deputy is assigned another Sheriff's Office-owned canine. If purchased, the canine shall become the sole responsibility of the purchaser and the purchaser waives all claims against the County.

**3.1.3 Investigative Sergeants** shall receive Premium Pay of five percent (5%) of the employee's base salary.

## **3.2 Call Back from Vacation for Court Appearance**

If an employee is on a prescheduled vacation of for the entire work week or more and the employee is called for a court appearance during the prescheduled vacation, that employee shall be paid for 8 (eight) hours at the regular rate of pay and there shall be no charge against the employee's vacation balance for said day of court appearance.

## **3.3 Call Back**

### **3.3.1 Call Back Compensation**

Employees shall be entitled to call back compensation when they are summoned to work outside their regularly scheduled duty time. If an employee is required to report for duty or any other required work assignment, the employee shall be compensated at the regular rate of pay for a minimum of four hours or for the actual time worked, whichever is greater (see exceptions.)

Exception 1: If the call back is prior to and extends into a regular shift, they will be compensated at actual time worked. For this exception only, "actual time worked" shall be calculated from the time of the phone call if the employee is ordered to report immediately or from the time actually ordered to report if the employee is given advance notice of the order to report to their shift early.

Exception 2: A Sheriff's Investigative Sergeant On-Call, who receives a work related call or is required to report to the work site, shall be compensated at the regular rate of pay for a minimum of two (2) hours or for the actual time worked, whichever is greater.

Exception 3: An employee, that is not a Sheriff's Investigative Sergeant On-Call, who can resolve the work related issue while on the telephone and is not required to return to the work site, shall be compensated at one and one-half (1.5) times the regular rate of pay for one hour. Any additional telephone calls that are received within that one hour period shall not result in any additional compensation unless the phone call requires the employee to report to the work site, wherein the employee shall be compensated in accordance with the above provisions. Any telephone calls received after the one hour period, will entitle the employee to another one hour of compensation at one and one-half (1.5) times the regular rate of pay.

Instances where call backs may occur include but are not limited to: 1) Staffing shortages, 2) Major criminal or accident investigation/staffing, 3) Hostage and critical incident responses, 4) Special event staffing, 5) Training, or any other circumstance that would require an employee to report for duty outside their regularly scheduled duty time.

### **3.3.2 Planned Call Back**

The County agrees to provide a minimum of 3 (three) hours call back pay, at the regular rate of pay, for up to one inspection, four (4) shoots per fiscal year and one mandatory fitness exam. However, this minimum shall not be paid in cases where the call back extends a shift, continues into a shift, or occurs during a shift.

## **3.4 Supplemental Law Enforcement Services**

### **Officer Compensation Pursuant to Monterey Code, Chapter 2.76**

All hours worked in the performance of "Supplemental Law Enforcement Services" by employees in a Unit B classification will be compensated at the regular rate of pay.

## **SECTION 4 TRAVEL TIME TO TRAINING**

If an employee travels to a school or a conference, etc., in excess of his/her normal workday, the employee shall be given time off equal to straight time the number of hours traveled. The time off shall be scheduled at the department's discretion after consultation with the employee. Time off shall be scheduled during the same work period as the training. If the department is unable to schedule time off during the same work period, then the employee shall be compensated at time and a half at the regular rate of pay.

For purposes of this Section, "travel time" shall be computed from the employee's assigned work location to the travel site. If the employee's residence is closer to the travel site than their assigned work location and the employee receives the approval of his/her supervisor to take home a County vehicle, "travel time" shall be computed from the employee's residence to the travel site.

## SECTION 5 WORK SCHEDULE

- 5.1 Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by the Appointing Authority.
- 5.2 Subject to the above provision, employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, work schedules shall not be changed without ten (10) calendar days written prior notice to the affected employee(s).

## SECTION 6 OVERTIME

Overtime, for employees covered by this agreement, shall be defined as time actually worked in excess of eighty (80) hours in a work period. For the purposes of determining an employee's entitlement to overtime, vacation time, sick time, compensatory time off, PTO, holiday leave and paid release time hours and associated dollars shall be treated as "time actually worked."

No pyramiding provision; overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply.

The rate of overtime compensation shall be one and one half (1.5) times the employee's regular rate of pay except that the rate of overtime compensation may be modified pursuant to the terms of the following paragraph:

6.1 When any member of the Unit is assigned to work overtime, performing duties normally assigned to a lower class, the overtime compensation shall be at the rate of one and one-half (1.5) times of either

- A. The regular rate of the highest step of the salary range of the lower paid class or;
- B. The rate applicable to the employee's current step in his/her regular class, whichever is less.

6.2 Employees covered by this Agreement shall be allowed to earn Compensatory Time Off (CTO) at the rate of one and one-half (1.5) hours credit for each hour of overtime worked in lieu of cash, except if the hours worked are in accordance with Section 6.1.B above, in which case the employee shall be paid in cash. The Sheriff shall determine the method of compensation after consulting with the affected employee. With permission of the Sheriff, an employee may accumulate up to one hundred sixty (160) hours of CTO.

## SECTION 7 VACATION LEAVE

7.1 Vacation will be accrued at the following rates (for the purposes of vacation accrual, a day is defined as eight (8) hours):

After 6 months of continuous employment	10 days (80 hours)/year	3:08 hours pay period
After 3 years of continuous employment	15 days (120 hours)/year	4:38 hours pay period
After 10 years of continuous employment	20 days (160 hours)/year	6:09 hours pay period
After 20 years of continuous employment	21 days (168 hours)/year	6:28 hours pay period
After 21 years of continuous employment	22 days (176 hours)/year	6:47 hours pay period



After 22 years of continuous employment	23 days (184 hours)/year 7:05 hours pay period
After 23 years of continuous employment	24 days (192 hours)/year 7:23 hours pay period
After 24 years of continuous employment	25 days (200 hours)/year 7:42 hours pay period

**7.2** The maximum vacation accrual is four hundred (400) hours.

**7.2.1** An employee may cash out up to 40 (forty) hours of Paid Time Off (PTO) or vacation time per calendar year, however 40 (forty) hours must remain in his/her vacation and/or PTO bank after the cash out.

**7.2.2** All employees with hours in the PTO bank will have this time available for leave usage and/or for pay out upon separation from employment.

### **SECTION 8 DISCRETIONARY LEAVE**

In addition to regularly scheduled vacation and holidays, employees may request Compensatory Time Off (CTO), vacation or PTO as discretionary time off. Discretionary time off is limited to twelve (12) hours per quarter. Up to forty-eight (48) hours may be awarded one time per year under emergency circumstances. Discretionary time off is subject to the following restriction:

- Single day requests by at least one (1) person per work unit or team within a shift will be guaranteed with seven (7) days advance request. Every reasonable effort will be made to accommodate requests of shorter notice.
- Discretionary time off shall not be used for the annual holiday dates.

### **SECTION 9 SICK LEAVE**

**9.1** Unused sick leave may be paid off upon retirement pursuant to the provisions of the Monterey County Personnel Policies and Practices Resolution. Sick leave may be used in the same manner as prescribed in Article A.27 of the Personnel Policies & Practices Resolution. An employee, in lieu of cashing out five hundred (500) hours of sick leave, may convert up to seven hundred-fifty (750) hours of their accumulated sick leave to the purchase of individual only health benefits under the County health plan.

**9.2** Employees will accrue sick leave at the rate of 12 (twelve) days (96 [ninety-six] hours) per year.

### **SECTION 10 HOLIDAY LEAVE**

All peace officer employees regardless of normal shift or assignment may be required to work flexible hours, shifts, weekends and holidays as required in the performance of their responsibilities and duties.

**10.1** Employees who are assigned to work an eight-hour shift shall observe the holidays listed in the Master Contract, Article 12, with the exception of maximum enforcement assignments during the following periods: 4<sup>th</sup> of July, Memorial Day, Labor Day and New Years Eve. Employees who work on a declared maximum enforcement assignment, shall be paid overtime at one and one half (1.5) times their regular rate of pay for hours worked in addition to their regular holiday pay.

**10.2** Employees who work shifts shall, in observance of the holidays, receive at the beginning of each calendar year an annual bank of eighty (80) hours each year to take as holiday hours. During a year in which Christmas Eve (December 24<sup>th</sup>) falls on a Monday, Tuesday, Wednesday or Thursday, these employees shall receive an annual bank of eighty-eight (88) hours.

Employees who work shifts shall be scheduled for twenty (20) holiday hours per quarter consistent with the guidelines described in Section 10.3 below. In years, that include a Christmas Eve holiday, employees shall be scheduled for twenty-two (22) holiday hours per quarter. A quarter shall comprise three calendar months beginning January 1<sup>st</sup> of each year. Employees who work shifts in accordance with this section shall receive in their holiday hours bank the appropriate number of holiday hours for that calendar year (either eighty (80) or eighty-eight (88) depending on the inclusion of Christmas Eve.)

If an employee is not scheduled off for at least twenty (20) or twenty-two (22) hours of holiday hours per quarter, then the County shall pay him/her for all unscheduled remaining hours up to twenty (20) or twenty-two (22) for that quarter. By the end of each calendar year, each employee shall use up or receive pay for all of his/her annual holiday time. If an employee is not scheduled for his/her full allotment of quarterly holiday hours, then his/her supervisor shall request payment for all unused holiday hours to be paid at the end of the quarter in which s/he did not use up the hours.

When an employee transfers to an eight-hour shift s/he shall begin to observe holidays normally observed in that work group as described in the Master Contract, Holiday Leave. If an employee who transfers does not have sufficient hours to cover remaining hours, then s/he shall either work the holiday(s) or shall use paid leave time to cover the holiday(s). By the end of each calendar year, each employee shall use up or receive pay for all of his/her annual allotment of holiday hours.

If an employee who is eligible for the holiday bank hours due to their shift assignment is placed on 4850 time due to a work related injury, the employee shall continue to fall under this section for the duration of the time they are on 4850 time, unless the employee was scheduled to be assigned to an eight-hour shift prior to the injury. In that case, the employee on 4850 time shall be treated as if they were transferred on the previously scheduled date and, be subject to the terms in the preceding paragraph.

**10.3** Holiday hours for employees covered by Unit B shall be scheduled using the following alternatives enumerated as 1, 2, 3 and 4, which shall be available to employees in that order.

1. On the holiday
2. On an alternate day requested by the employee prior to the completion of the quarter
3. On an alternate day attached to the employee's weekend within the quarter
4. If the above options cannot be accommodated, the employee will receive pay at straight time for any remaining hours in the Holiday Bank.

**10.4** An employee hired into, transferring, promoting or leaving positions belonging to Unit B shall have their hours adjusted on a pro-rated basis. An employee who transfers, promotes or terminates employment may cancel scheduled holidays to avoid overpayment.

**10.5** In addition, employees shall receive one (1) floating holiday per year. (See Master Contract, Article 12, for guidelines.)

### **SECTION 11 COURT TIME**

If an employee is required to report to Court in relation to their official duties outside their regular duty time, they shall be entitled to compensation at the regular rate of pay for a minimum of four (4) hours or actual time worked, whichever is greater. For purposes of this section, "actual time worked" shall be defined as starting when the employee reports to the courthouse and ending when the employee is released for the day by the judge/subpoenaing party, including any court recesses, lunch breaks, or other breaks that occur within that time frame.

If the employee reports to their assigned work site and uses a County vehicle to travel to the courthouse, the employee's actual work time will be defined to begin as the time they leave their assigned work site to travel to the courthouse and end when they return their assigned work site from the courthouse.

### **SECTION 12 RELEASE TIME BANK**

#### **12.1 Use of Release Time Bank Hours**

**12.1.1** "Release Time Bank" hours are intended for use by eligible Association officers to serve as delegates to association conferences and conventions, and association training seminars and for Association Shop Stewards to conduct union business.

**12.1.2** "Release Time Bank" hours shall not be used to conduct local association business, process grievances or to conduct MOU negotiations.

#### **12.2 Unit Member Contributions**

**12.2.1** Once each calendar year during a window period consisting of the month of March, 1989 and the month of January in subsequent calendar years, an eligible bargaining unit member may, at his/her option, contribute in no smaller than one half (1/2) hour increments up to eight (8) hours of accrued time (excluding sick leave) to the Association Release Time Bank. To be eligible to contribute, an employee shall, after making a contribution, have no less than forty (40) hours of accrual remaining.

**12.2.2** The Association shall generate, distribute and collect authorization forms approved by the County Auditor-Controller and the Employee Relations Officer, to secure employee authorization for contributions to the DSA Release Time Bank. These signed authorization forms shall be submitted to the Auditor-Controller by the Association together with an alphabetical listing of contributors showing name, employee number and amount of accrued time contributed by each contributor.

#### **12.3 Release Time Bank Carryover and Limit**

Hours in the DSA Release Time Bank at the end of a calendar year shall be carried over to the succeeding calendar year providing that the total number of hours in the bank shall at no time exceed two hundred (200) hours. Authorizations for contributions which would bring the "Release Time Bank" to over two hundred (200) hours shall be returned to the contributors with no deduction from his/her accrual (excluding sick leave).

**12.4 Use of Release Time Bank Hours**

**12.4.1** The Board of Directors of the Association, or their designee, may use hours from the "Release Time Bank".

**12.4.2** No more than eighty (80) hours of "Release Time Bank" hours shall be used during a calendar year by any one (1) of the eligible individuals.

**12.4.3** No more than 40 (forty) "Release Time Bank" hours shall be used by one (1) individual during any one (1) calendar quarter.

**12.5 Requests for Use and Approval of Release Time Bank Hours**

**12.5.1** Use of "Release Time Bank" hours is subject to approval by the Appointing Authority or his/her designee.

**12.5.2** An eligible individual wishing to use "Release Time Bank" hours shall submit a signed, written request to his/her immediate supervisor according to the following time lines:

1. Written requests for absences for Release Time Bank hours shall be submitted no less than twenty (20) working days prior to the anticipated absence.
2. For unexpected absences when a twenty (20) working day notice is not possible, eligible Association Officers may voluntarily arrange shift trades with other employees in the same classification as needed to cover their assigned duties. Where a shift trade is not applicable, approval to use Release Time Bank hours without the notice required in the previous paragraphs shall be at the sole discretion of the Appointing Authority or his/her designee.
3. Requests for use of "Release Time Bank" hours shall not be approved if it is known in advance that the department would be required to hire overtime in order to cover the duties of the employee making the request or if the Appointing Authority or his/her designee determine that the employee's absence would have a negative impact on the operational needs of the department.
4. No more than two (2) employees from any one (1) Sheriff's Division, (i.e., patrol, investigation, coroner's/civil, corrections) nor more than one (1) employee from the same shift and rank within the same Sheriff's Unit nor more than one (1) employee from the District Attorney's Office shall simultaneously use "Release Time Bank" hours.

Interpretation and application of the terms of this section are not subject to the grievance procedure.

**SECTION 13 ON-CALL**

**13.1** Those personnel assigned to the Sheriff's Investigative Divisions who are placed On-Call on a rotating basis shall be allowed to take a departmental auto home on those days that they are placed on call. Such departmental auto shall be used only for direct transportation from work to place of

residence and for the expeditious handling of official duties. No additional compensation or any work time credit shall accrue as a result of taking a Department vehicle home.

- 13.2 Upon assignment by the Appointing Authority, On-Call assignments shall be compensated at a rate of three dollars (\$3.00) per hour for off duty hours or assignment.
- 13.3 The Association agrees that the number of employees so assigned is under the absolute authority of the Appointing Authority.

For Safety Unit B

For County of Monterey

---

---

---

---

---

---

---

---

***MEMORANDUM OF UNDERSTANDING***

***Addendum***

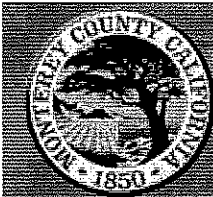
***Unit C***

***The Deputy Sheriffs' Association***

***Of Monterey County***

***Safety Management Unit C***

**July 1, 2013 – June 30 2016**



**County of Monterey**

## Table of Contents

SECTION 1 REPRESENTATION.....	3
SECTION 2 INSURANCE.....	3
SECTION 3 SPECIAL PAY PRACTICES .....	7
SECTION 4 ANNUAL LEAVE.....	7
SECTION 5 PROFESSIONAL LEAVE .....	9
SECTION 6 FITNESS PROGRAM.....	9
SECTION 7 ADMINISTRATIVE LEAVE FOR OVERTIME EXEMPT CLASSES.....	9
SECTION 8 HOLIDAY LEAVE FOR OVERTIME EXEMPT CLASSES.....	10

## SECTION 1 REPRESENTATION

Unit C represents the following classifications:

- Supervising District Attorney Investigator
- Sheriff's Commander
- Sheriff's Captain

## SECTION 2 INSURANCE

During the term of this agreement, the Association may reopen the agreement for the purpose of discussing dental and vision insurance for retirees and eligible dependents.

The County agrees to maintain the current levels of employer contributions provided to employees for healthcare benefits, for the Association members, when compared against other County employees. In the event the County increases the employer contributions provided to employees for healthcare benefits, for SEIU Units F and/or J, the County agrees to adjust Unit C benefits in order to maintain comparable levels of benefits. If DSA negotiates a different employee out-of-pocket expense than SEIU Units F and/or J, this paragraph shall not apply and the County Elective Contributions Section of this Unit C MOU (Section 2.1.3) shall prevail.

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 unit employees who are regularly scheduled to work 40 (forty) hours or more in a pay period will be eligible to participate in any of the County's health insurance programs.

Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute the maximum non-elective monthly contribution for eligible retirees enrolled in a CalPERS health insurance program. The County's non-elective contribution will be increased as directed by CalPERS in accordance with SB 1464.

### 2.1 Flexible Benefits Plan

#### 2.1.1 General Provisions

The County will make available a Flexible Benefits Plan to all employees. Employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS
- Dependent medical coverage under CalPERS
- No medical coverage
- Employee dental coverage under the County's self-funded plan
- Dependent dental coverage under the County's self-funded plan
- No dental coverage
- Employee vision coverage under VSP
- Dependent vision coverage under VSP



- No vision coverage
- Any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan

***Additional Payroll Deduction***

For each month when the benefit options selected by the employee under this plan exceed the appropriate County non-elective and elective 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.

***Flexible Benefits Plan Administration***

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 Internal Revenue Service (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 IRS 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 I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

**2.1.2 County Non-Elective Contributions**

The County maximum non-elective contributions toward the Flexible Benefits Plan will be as indicated below.

The County shall not contribute any non-elective amounts toward the employee's purchase of any other optional benefits, which may be provided by the County through the Flexible Benefits Plan.

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.

***Health Insurance Contribution:***

The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be increased as directed by CALPERS in accordance with SB 1464.

***Dental Insurance Contribution:***

The County's maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

***Vision Insurance Contribution:***

The County’s maximum non-elective contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the vision (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

**2.1.3 County Elective Contributions**

Elective flex credits are currently provided to County DSA employees who participate in a PERS health plan offered only through their employment. Such elective flex credits are currently based on the annually identified PERS Choice premiums and result in either a share of cost, or cash back, to employees based on their level of participation (employee only, employee plus one dependent, employee plus family). At any time the level of participation changes, the share of cost, or cash back amounts change as well. For the duration of this contract, the 2013 cash-back and share of cost amounts will serve as the baseline for employee deductions. Employees participating in such a health plan therefore agree to a pre-tax payroll deduction of \$447.25 for employee only; \$1,006.50 for employee plus one; and \$1,342.05 for employee plus family per month in conjunction with any other 2013 rate share of cost amount, or cash back, to which they may be entitled according to their level of participation. During the course of this contract, employees will experience a change in their share of cost, or cash back, if they change in health plans or level of participation.

**2.2 Alternative Benefit Option (not part of the Flexible Benefits Plan)**

Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more a pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:

	<u>Monthly County Contribution</u>
Employee or Subscriber	\$263.00
Dependent(s)	\$424.00

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:

	<u>Monthly County Contribution</u>
Employee or Subscriber	\$131.50
Dependent(s)	\$212.00

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option.

Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to County guidelines.

Employees who select employee only coverage but do not select dependent coverage under the ABO benefit will be eligible to cash out the dependent ABO amount as taxable wages. Employee-only dollar benefits are not cashable under any circumstances.

County and Association may, by mutual agreement, agree to reopen this Section and meet and confer regarding its terms and conditions at any time during the term of this MOU.

### **2.3 Retiree Dental Coverage & Contribution Formula**

Retirees shall be provided the option of purchasing dental coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. The full premium shall be paid by the retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

<u>Retirees' Rate above Employees' Rate</u>	
Retiree only	33%
Retiree plus one	31%
Family	30%

### **2.4 Retiree Vision Benefit Coverage & Contribution Formula**

Retirees shall be provided the option of purchasing vision benefit coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. The full premium shall be paid by the retiree. The rates shall be fixed as a percentage above the rate for active employees as follows:

<u>Retirees' Rate above Employees' Rate</u>	
Retiree only	39%
Retiree plus one	38%
Family	38%

### **2.5 Life**

The County agrees to pay the premium to continue fifty-thousand dollar (\$50,000) life insurance coverage for enrolled employees during the term of this agreement.

### **2.6 Pro Rata Benefits**

It is understood and agreed that insurance benefits will be prorated for part-time employees. That is to say, part-time employees will be responsible for a prorated share (based on the number of hours in their normal work schedule) of their insurance premium.

### **2.7 Selections and Administration**

The County continues to have the right and the obligation to administer the various County sponsored insurance programs. These rights and obligations include but are not limited to the right to select the County sponsored carriers and claim insurance administrators after prior consultation with the Association.

### **2.8 Retiree Physical Examination**

Unit members retiring after June 30, 1989 shall be eligible for a complete physical examination at Natividad Medical Center one (1) time each fiscal year.

### SECTION 3 SPECIAL PAY PRACTICES<sup>1</sup>

#### 3.1 Monthly Expense Allowance

Unit members shall be provided a twenty-five dollar (\$25) monthly expense allowance.

#### 3.2 Supplemental Law Enforcement Services

##### *Officer Compensation Pursuant to Monterey Code, Chapter 2.76:*

All hours worked in the performance of "Supplemental Law Enforcement Services" will be compensated as follows:

Commander - Straight time wages for all hours worked in excess of eighty (80) hours in a work period, unless the Commander is working as the Officer in Charge (OIC) for the event in which case the Commander shall be compensated at the rate of one and one-half (1.5) times the base rate of pay for any hours in excess of eighty (80) hours in a work period.

### SECTION 4 ANNUAL LEAVE

Notwithstanding the provisions of any other agreement or resolution, the Annual Leave program shall be in lieu of provisions providing vacation and sick leave benefits. Employees covered under the annual leave program shall not be eligible for any vacation and sick leave benefits except for those set forth below.

#### 4.1 Accrual Rate Limit

Eligible employees shall accrue annual leave at the following rates (for the purposes of annual leave accrual, a day is defined as (8) hours:

<u>Years of Completed Continuous County Services</u>	<u>Annual Leave Accrual</u>
0 - 10 years	23 days (184 hours) 7:05 hours pay period
10 - 20 years	28 days (224 hours) 8:28 hours pay period
20 - 22 years	31 days (248 hours) 9:33 hours pay period
22 - 23 years	32 days (256 hours) 9:51 hours pay period
23 - 24 years	33 days (264 hours) 10:09 hours pay period
24 - 25 years	34 days (272 hours) 10:28 hours pay period
Over 25 years	35 days (272 hours) 10:47 hours pay period

A maximum of six hundred seventy-five (675) hours of Annual Leave may be accrued after which no further accrual shall be made until the employees' accrual is reduced to below six hundred seventy-five (675) hours by the use of Annual Leave. Annual Leave shall be earned on the basis of each biweekly pay period worked from the beginning of the biweekly pay period following the permanent appointment into a position in a class that is included in the Safety Management Unit. No Annual Leave shall be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's normally scheduled working days.

<sup>1</sup> For additional Special Pays, see Master Contract

It is further understood and agreed that during the life of this agreement the County may switch the accrual of Annual Leave from a pay period to an hourly basis. Under an hourly accrual system, accruals would automatically be prorated based on hours worked. Paid Annual Leave shall be considered hours worked for purposes of Annual Leave accrual.

#### **4.2 Sick Leave Balance; Usage and Pay-Off**

Sick leave balances were frozen at the amount credited to the employee as of January 8, 1982. Sick leave may be used until the sick leave balance is exhausted. Unused sick leave may be paid off upon retirement pursuant to the provisions of the Monterey County Personnel Policies and Practices Resolution. Sick leave may be used in the same manner as prescribed in Article 27 of the Monterey County Personnel Policies and Practices Resolution. An employee, in lieu of cashing out five hundred (500) hours of sick leave, may convert up to seven hundred fifty (750) hours of their accumulated sick leave to the purchase of individual only health benefits under the County health plan

Employees hired or promoted into Bargaining Unit C after July 27, 1999, will not receive Industrial Sick Leave Pay. Employees hired or promoted into Unit C on or before July 27, 1999, will continue to receive Industrial Sick Leave Pay.

#### **4.3 Annual Leave Usage**

Each Appointing Authority shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. The Appointing Authority shall determine when Annual Leave will be taken.

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

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

#### **4.4 Annual Leave Buy Back**

Permanent, full-time unit employees with over one (1) year of service in their current class may cash out up to 40 (forty) hours of Annual Leave or PTO time per calendar year, however forty (40) hours must remain in his/her Annual Leave and/or PTO bank after the cash out.

#### **4.5 Annual Leave Pay-Off Upon Termination**

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

#### **4.6 Rate of Pay While on Annual Leave**

While on annual authorized leave, eligible employees shall be compensated at their base salary rate.

#### **4.7 Use of Annual Leave When Permanently Incapacitated**

Annual leave shall not be used to continue the salary of any eligible employee after it has been determined by the Medical Director at Natividad Medical Center that such officer or employee is permanently incapacitated for a return to County employment.

### **SECTION 5 PROFESSIONAL LEAVE**

Permanent unit employees shall be granted five (5) days of Professional Leave on January 1 of each year. Employees permanently hired or promoted into a unit classification shall, on the first pay period concurrent with or following their date of hire, be given a pro rata amount, to the nearest full hour, of Professional Leave based on the number of pay periods remaining in the calendar year in which they became unit employees (i.e., hired at the beginning of pay period NO. 8:  $26-7=19$ ,  $19/26 \times 40=29$  hours) but in no event shall be less than eight (8) hours be credited.

This leave may be taken only during the calendar year in which it is granted and no carry over of unused Professional Leave to future years is allowed. There is no cash out value to any Professional Leave.

### **SECTION 6 FITNESS PROGRAM**

The County and Association agree to meet during the term of this Agreement to define a mutually agreed upon Fitness Program with the intent of maintaining the physical fitness of the employees and reducing work related injuries.

### **SECTION 7 ADMINISTRATIVE LEAVE FOR OVERTIME EXEMPT CLASSES**

Employees who are not in overtime eligible classes shall not receive compensation for overtime, but may be authorized Administrative Leave with pay by their Appointing Authority or his/her designee in the event that County operations result in extraordinary work assignments for such employees. Such Administrative Leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may approve additional Administrative Leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this section shall be administered by the Appointing Authority, but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

#### **7.1 Emergency Overtime for Exempt Classes**

The provisions of the Section titled "Administrative Leave For Overtime Exempt Classes" notwithstanding, employees who are in overtime exempt classes may become eligible to receive compensation for hours worked in excess of eighty (80) hours in a pay period if authorized during specific emergency situations which require the extraordinary performance of services by employees in overtime exempt classes in order to protect life or property or to prevent a disruptive interruption of County services, as declared by the County Administrative Officer. Special compensation for such emergencies shall be defined as time actually worked in excess of eighty (80) hours in a pay period. In such emergencies, employees in overtime exempt classes in Units C may, at the discretion of the County Administrative Officer, be compensated on an hour-for-hour credit basis for each hour in excess of eighty (80) hours in a pay period. Hour credits for

such time may be treated as Administrative Leave or paid in cash, at the option of the employee.

**SECTION 8 HOLIDAY LEAVE FOR OVERTIME EXEMPT CLASSES**

If a holiday, as defined in the Master Agreement, falls on a day other than a normal work day, the employee shall be entitled to take a regularly scheduled work day off in the same pay period. The determination of the day off shall be made in consultation with the employee's supervisor.

For Safety Unit C

For County of Monterey

---

---

---

---

---

---

---

---