

***MEMORANDUM
OF
UNDERSTANDING
Between
County of Monterey
And
County Employee Management Association
Bargaining Unit X***

December 31, 2022 through December 31, 2024



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ARTICLE 1 RECOGNITION

This Memorandum of Understanding is made and entered between the County of Monterey (herein called the "County") located at 168 West Alisal St. 3rd Floor, Salinas, California 93901, and the County Employees Management Association (herein called CEMA) located at 1737 N First St. Ste. 370, San Jose, California 95112. CEMA is a California Corporation which is affiliated with Operating Engineers, Local Union #3, AFL-CIO.

This Memorandum is the result of both parties meeting and conferring in good faith. This agreement shall be effective and binding only upon final approval by CEMA and the Monterey County Board of Supervisors. Any provision of this agreement requiring the Board of Supervisors action shall not become effective until approved by the Board.

The County recognizes CEMA as the exclusive bargaining representative for Unit X classifications.

ARTICLE 2 AUTHORIZED AGENTS

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

Management's principal authorized agent shall be:

County Administrative Officer, or their duly authorized representative

Mailing address: 168 West Alisal St, 3rd Floor, Salinas, California 93901 Attention Labor Relations Division.

Telephone (831) 755-5115

CEMA's principal authorized agent shall be:

Senior Business Agent

Mailing address: CEMA, 1737 N First St Ste. 370, San Jose, California 95112.

All labor related notification and communication should be emailed to

cemanotifications@sccema.org. A different email address may be identified by CEMA within 30 days of written notice to the County.

ARTICLE 3 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 4 MANAGEMENT RIGHTS

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

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

ARTICLE 5 ASSOCIATION RIGHTS

5.1 Email Communications

A) Documents Sent Electronically via E-Mail

The parties agree that documents sent electronically via e-mail are an acceptable form of communication and proof of service for timeline requirements and are allowed specifically in place of Certified U.S. Mail, wherever required in the labor contract. The “timestamp” of the e-mail by the receiving party is controlling. Parties further agree to discuss relevant e-mail records to assist in resolving any disputes regarding timeline requirements. Furthermore, digital signatures will be an acceptable form of executing agreements, signing correspondence and completing required forms, as necessary. Items sent by Certified U.S. mail will still be acceptable, but not required. The parties may designate which type of document will go to a specific e-mail address. Each party will give the other party the name(s) of persons or mailbox and their e-mail address as the official recipient of such documents.

B) Use of County Email System

The County Email system may be used for Union Business in the following ways:

- To send communications to the Administrative Office, Department Heads or other management personnel.
- To send communications to the Officers of the Association and Association Representatives.
- To send communications to the members notifying them of Association meetings.
- To send communications to the members regarding updates of statewide issues which may have impacts on their work such as: legislative changes, upcoming legislation, programmatic materials, research documents or articles addressing innovative changes in the field, state budget updates.

NOTE: Any communication deemed by the County to be political in nature is prohibited by state law and the government code. (California Constitution Article 16, Section 6 and California Government Code 8314.)

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

- No broadcasting of messages as defined in the County Appropriate Use Policy.
- No confidential or individual personnel information, such as regarding a action, etc., may be communicated without specific authorization of the impacted employee.
- Messages shall not malign the County, its employees or officials.
- Messages shall not be used to coordinate job actions. Violation of the County's Email Policy could result in the permanent revocation of this privilege.
- Association-initiated emails should comply generally with the provision of the County Appropriate Use Policy.

5.2 Bargaining Unit Employee Information

A comprehensive list of all employees covered by this MOU will be submitted by the County to CEMA on a biweekly basis with the following information as available at the time the report is generated:

- Full Name,
- Employee Number,
- Job Classification,
- Department,
- Work Location (department name and location of employee),
- Work Phone,
- Work Email (if available),
- Personal Email (if available),
- Home Address,
- Mailing Address (if different than home address),
- Home Phone (if available),
- Cellular Phone (if available),
- Monthly Gross Salary,
- Date of Hire (effective date of change),
- Employment Status (to include the date of separation, retirement, leave of absence, etc.).

This list should be sent in an electronic format that both CEMA and the County agree upon.

5.3 New Hire Orientation

In addition to CEMA staff, the County shall allow a maximum of two (2) CEMA representative(s) thirty (30) minutes to provide information regarding CEMA membership to represented employees as part of the agenda during the departmental, Natividad, and County-

wide New Employee Orientation. The County and CEMA representatives shall not malign either party, its employees, or officials.

Employees newly hired into their position who do not attend the New Employee Orientation may, at the request of CEMA be permitted thirty (30) minutes to meet with a representative at their work location to receive CEMA membership information provided at the orientation.

The County shall provide CEMA with a bi-weekly list of all CEMA-represented new hires including employees' full names, classification, department, work phone numbers (if available), and County issued email (if available), of those scheduled to attend the New Employee Orientation.

ARTICLE 6 TERM

The term of this Memorandum of Understanding is from December 31, 2022 to December 31, 2024 when said Memorandum shall expire and be of no further force or effect.

ARTICLE 7 WAGES

7.1 Base Wage Adjustments

The County will provide a wage increase to the base salary schedule to CEMA represented classifications as follows:

FY 2022-23: 3.5% base wage increase effective the first full pay period following Association ratification and Board of Supervisors approval of this Agreement.

FY 2023-24: 2.5% base wage increase effective the first full pay period following July 1, 2023.

7.2 Wages Exception- Natividad Only

To address impacts to salary range differences that may occur between subordinate nursing classifications and their respective Manager/Director nursing classifications during the term of this agreement, parties agree to meet and evaluate the impacts to CEMA represented classifications from the base wage increases negotiated by Bargaining Unit S. Parties agree to discuss the below listed classifications:

- Nursing Services Unit Manager
- Nursing Services Division Manager
- Director of Surgical Services
- Hospital Director of Nursing Education
- Utilization Management Coordinator
- Administrative Nurse/House Supervisor

ARTICLE 8 SPECIAL PAY PRACTICES

8.1 Employee Referral Bonus Program

CEMA-represented employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution.

8.2 Overtime Exempt Classifications

Unit X employees in overtime exempt classes shall not receive compensation for hours worked beyond eighty (80) hours in a pay period except as may otherwise be authorized by the Board but may be authorized administrative leave with pay by their Department Head or 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 Department Head showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this item shall be administered by the Department Head 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 Department Head.

8.3 Special Provision

Department Heads, at their discretion to prevent a disruptive interruption of County services, may authorize employees who are in overtime exempt classifications to work additional shifts/hours beyond their regularly assigned schedule to perform duties normally assigned to other employees. Such assignments shall not exceed sixteen (16) hours per pay period, or twenty-four (24) hours per pay period for employees working twelve (12) hour shifts and shall be paid at straight time.

8.4 Bilingual Pay

The Director of Human Resources or their designee is responsible for the administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification. Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations. The California Department of Human Resources (CalHR) is responsible for the administration of bilingual testing for all classifications/positions under the Merit Systems Services Program.

CEMA represented employees who upon assignment by the Department Head, approval of the County Administrative Officer and successfully pass a proficiency test, shall be eligible for bilingual pay in the amount of forty-five dollars (\$45) per month.

8.5 Natividad Qualified Medical Interpreter

Employees at Natividad, who complete the Medically Qualified Interpreters forty (40) hour program at Natividad and are designated as a Qualified Medical Interpreter shall receive a stipend of sixty dollars (\$60) per pay period. Continuation of this stipend is dependent upon completing the annual education requirement determined by Natividad Human Resources to meet The Joint Commission Standards. The NMC CEO or his or her designee is responsible for administration of the Natividad Medical Center – Qualified Medical Interpreter program.

8.6 Working Out of Class Compensation

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

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

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

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

8.7 Temporary Special Assignment Pay

Employees shall be eligible for Temporary Special Assignment Pay as provided in the County Board Policy Manual PPPR- Temporary Special Assignment Pay P-80 Policy.

When a Department Head identifies the need for a Temporary Special Assignment Pay in accordance with Administrative Procedure A.9.14(a) Temporary Special Assignment Pay, they must complete the appropriate request form to the Director of Human Resources for approval prior to the effective date of the assignment.

8.8 Mobile Phone & Wireless Devices

Employees shall be eligible for either a cell phone stipend or receive a County issued wireless device in accordance with policy A-15 Monterey County Staff Mobile Phone & Wireless Device Policy as found in the County of Monterey Board Policy Manual.

8.9 Longevity Pay

A. Unit X Longevity

Permanent unit employees, who accrue:

- Ten (10) consecutive years of service, shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) consecutive years of service, shall receive a premium pay totaling three and a half percent (3.5%) of their base wage.
- Twenty (20) consecutive years of service, shall receive a premium pay totaling five percent (5.5%) of their base wage.

Consecutive service years include service time worked as a permanent employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered for service credit. Service time of less than 1.0 FTE shall be pro-rated based on FTE.

The Longevity premium pay will be reported in accordance with PERS regulations section 571A. Elected Annual Leave Cash Out values will be inclusive of the longevity pay.

Eligible employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible date to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late by the employee.

8.10 On-Call

A. On-Call Definition

On-Call is defined as an assignment given by the Department Head, or designee, requiring an employee to hold themselves immediately available to report to work outside of their normal working hours.

B. On-Call Compensation

Assigned Unit X positions in the following departments shall be eligible for an On-Call differential of fifty dollars (\$50) per day when assigned to On-Call by the Department Head, or designee. For the purposes of this provision, a day is defined as a twenty-four (24) hour period following the start of the On-Call assignment.

- Information Technology
- Public Works, Facilities, and Parks
- Department of Emergency Management, formerly known as the Office of Emergency Services (Specific for the Duty Officer assignment and excludes all Disaster Service Worker and Emergency Operations Center assignments).
- Social Services in the following branches
 - Family and Children Services
 - Aging and Adult Services
 - Administrative Services Branch

CEMA may recommend that the County consider the authorization of additional positions.

C. On-Call Compensation- Natividad and Emergency Communications/911 Only

Assigned Unit X positions in Natividad and Emergency Communications/911 shall be eligible for an On-Call differential of up to four thousand dollars (\$4,000) per calendar year when assigned to On-Call by the Department Head, or designee. The On-Call differential shall be payable in increments of \$1,000 per calendar year quarter and will be paid the first full pay period of each quarter following the period the employee was placed On-Call. Quarterly payments will be made in January (for On-Call period October to December of the previous calendar year), April (for On-Call period January to March), July (for On-Call period April to June) and October (for On-Call period July to September).

Unit X position assigned to On-Call by the Department Head for a partial quarter, shall be eligible for a pro-rata payment to the nearest pay period.

CEMA-represented physicians at Natividad Medical Center placed On-Call shall be paid in accordance with Section A.12.7.a of the Personnel Policies and Practices Resolution.

D. On-Call Assignment Employee Requirements

When assigned to On-Call, the employee must remain reachable by phone and cannot engage in any conduct that could impair the employee’s ability to perform their job duties, including physically returning to a work site, decision making or completing required job tasks.

E. On-Call Assignment Designation

The Department Head shall consider On-Call assignment(s) based on operational needs. It is the employee’s responsibility to ensure the differential is approved by the Department Head, or designee, prior to assuming the On-Call duties.

F. Call-Back

Employees who are On-Call and are required by the Department Head, or designee, to return to work shall receive their base salary for actual hours worked. Employees must appropriately document time worked in accordance with the department’s timekeeping policy.

8.11 Pay for Lower Class Assignment- Natividad Only

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

In addition, classifications in the column on the left below shall be eligible to for shift/weekend differentials made available to classifications in the column on the right when working a shift performing the duties of the eligible classification.

Unit X Classification	Lower Class Assignment
Administrative Nurse	Staff Nurse III
Nursing Services Division Manager	Staff Nurse III
Director of Respiratory Care Services	Senior Respiratory Care Practitioner
Clinical Laboratory Manager	Senior Laboratory scientist
Manager of Diagnostic Imaging Services	Senior Radiological Technologist
Director of Surgical Services	Staff Nurse III
Utilization Management Coordinator	Case Management Nurse
Pharmacy Director	Pharmacist I
Rehabilitation Services Manager	Occupational Therapist/Physical Therapist/ Speech Therapist

8.12 Service Agreement Assignment Differential- Natividad Only

At the discretion of the Department Head, or designee, Unit X employees shall be eligible to receive a differential of up to 10%, as indicated in the service agreement, when assigned to oversee a program/project beyond the scope of their classification and associated with fulfilling a negotiated service agreement. Employees shall continue to receive the differential until the Department Head, or designee, removes the program/project assignment.

ARTICLE 9 COMMITTEES

9.1 Department Meetings

The County and CEMA agree to establish departmental labor-management meetings at least twice a year upon either party's request. CEMA and the department may add topics for discussion to an agenda to be noticed to the Director of Human Resources or designee. If agreeable to both the Department Head and CEMA, meetings may be more frequent. Meetings shall be held on a mutually agreed upon date and time.

ARTICLE 10 PROFESSIONAL DEVELOPMENT
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10.1 Professional Expense Stipend

Unit X employees shall be paid a Professional Expense Stipend of Four Hundred Dollars (\$400) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

10.2 Expense Allowance

Unit X employees shall receive a monthly expense allowance of fifty dollars (\$50) for incidental expenses not ordinarily subject to reimbursement by claim. Employees must be in paid status in order to be eligible for the monthly allowance. Expense allowance shall be paid on the second pay period of each month.

ARTICLE 11 INITIAL PROBATIONARY PERIOD

11.1 General Provisions

This period shall be used by the appointing authority for the evaluation and effective adjustment of any newly appointed employee and for the removal of any probationary employee whose performance or work-related behavior does not meet the required standards for the position to which they have been appointed.

Each appointment, demotion, promotion, reclassification, reemployment, reinstatement or transfer to a permanent position in a new classification shall likewise be subject to an initial probationary period except as provided below. The initial probationary period shall be a maximum of twelve (12) months.

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

11.2 Probationary Period Upon Rehire

An employee who separates from employment and is rehired shall be required to serve a probationary period except as follows:

- a. The employee is reemployed, after successfully passing applicable background/reference checks, to the same position and department they held permanent status and from which they separated in good standing within the previous twenty-four (24) months.

11.3 Probationary Period Extension

For cause, the County Administrative Officer, upon the recommendation of the appointing authority, may extend the probationary period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the probationary period. Pursuant to the NMC HR MOU Regarding Delegation of HR Functions, the NMC Chief Executive Officer may approve such action for employees employed by Natividad Medical Center.

11.4 Release from Probation in a Promotional Class

With the exception of those employees who are covered by LAPS, unless terminated for cause during probation, all provisions of the Probationary Period section of this Agreement apply to probationary employees in a promotional class. Probationary promoted employees who do not

successfully complete the promotional probationary period shall have the right to return to their former position in the division/unit from which they promoted, provided all of the following conditions are met:

- Permanent status in the former classification was obtained prior to promotion;
- The employee's former position is vacant position at time of release, if released employee indicates their desire to return to their previously held position at time of release; and
- Employee has not been discharged from promotional probationary period for cause

In the event that the employee's former position is not vacant, the employee may elect to follow the procedure outlined in "Reemployment of Employees Laid Off" of this Memorandum of Understanding for placement on a Preferred Eligible List. An employee electing to pursue placement on a Preferred Eligible List must notify the Director of their Department within five (5) working days of notification that they will not be returned to their former class.

The decision to place such a released employee on a particular Preferred Eligible List shall be in the sole, exclusive, and unreviewable discretion of the County. No action taken by the County concerning an employee dismissed while serving a probationary period shall be subject to appeal, review, or to any grievance procedure or arbitration procedure whether such procedure be contained in this Memorandum of Understanding, the Personnel Resolution of the County of Monterey, the Employee Relations Resolution of the County of Monterey, or any other statute, ordinance, resolution or agreement. This article shall not impair the liberty interest rights of any employee.

ARTICLE 12 CLASSIFICATION AND BASE WAGE COMPENSATION STUDIES

With the exception of calendar year 2022, CEMA may submit a request for a classification and/or base wage compensation study on behalf of CEMA represented employee(s) between March 1st and April 30th of each calendar year. The Director of Human Resources may designate an alternate submission period due to operational considerations and/or to accommodate the County's budget preparation timeline. Classification and/or base wage compensation study requests by CEMA will be received during this period only. Requests shall be submitted to the Human Resources Department Classification and Compensation Unit on the authorized request form. The maximum number of countywide requests shall be capped at fifteen (15) per year.

After the close of the designated submission window, the Human Resources Department will review the submitted requests and evaluate factors such as: classification levels, compaction concerns, recruitment or retention difficulties, and additional responsibilities that are not within the scope of the existing classification specification. The Human Resources Department will determine which studies are warranted and the type of study to be conducted (i.e., classification study, classification specification review, base wage compensation review, etc.). CEMA will be notified of each study the County finds not warranted within ten (10) working days. CEMA will have ten (10) working days to appeal ~~with~~ the decision with additional information as to why the study should be warranted or submit an alternate request in its stead.

A Classification and Compensation Committee shall be established and comprised of two (2) CEMA identified representatives and Human Resources Department representatives, as identified by the Director of Human Resources. The committee shall meet annually but no later than three (3) months after the close of the designated submission window to prioritize the accepted requests. The Human Resources Department will finalize the prioritized list within two (2) months after the first meeting.

The Human Resources Department will provide quarterly updates regarding the progress of the studies. The intent shall be to complete the studies within the fiscal year and will inform the Committee of any studies which will not be completed within this timeframe.

Upon request, the Human Resources Department shall provide a copy of the final Background and Findings report to the Association.

If there is a dispute concerning the findings of a study the Association may file a written appeal within ten (10) working days of receipt of the findings. The appeal should be filed with the assigned Classification and Compensation Analyst and the manager of the Classification and Compensation Unit and provide a detailed explanation for the basis of the appeal.

If the appeal is not resolved, the Association may appeal in writing to the Director of Human Resources and the NMC CEO for hospital specific classifications, or their designees, within ten (10) working days.

The decision of the Director of Human Resources, and NMC CEO for hospital specific classifications, or their designees shall be final. The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

If it is recommended that the worker be reclassified, all applicable Merit System Rules and Personnel Policies and Practice Resolution (PPPR) provisions shall apply to classification studies.

ARTICLE 13 TELEWORK POLICY

The County's Telework Policy is designed to allow telework to be made available to County employees whose work can reasonably be completed remotely and is intended to provide mutual benefit to both employees and the County. Telework benefits employees, departments and the community. Benefits may include:

- Decreased energy consumption, air pollution, traffic and parking congestion
- Recruitment and retention of highly qualified employees
- Increased productivity
- Reduced employee absenteeism
- Efficient use of County resources, including office space
- Greater flexibility for employees and departments
- Improved employee morale and job satisfaction
- Reduced employee commute time and costs

- Improved Work life balance
- Ability to function during an emergency.

The County Telework Policy P-250 covers employees in CEMA represented classifications. The County agrees to provide the Union advanced written notice prior to making changes to the Telework Policy. Unless operationally required, management will make every effort to provide Unit employees with a five (5) day written notice when making changes to an employee Telework Agreement.

ARTICLE 14 HOLIDAYS AND LEAVES

14.1 Holidays

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

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

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

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

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

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

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

14.2 Holiday Exception

At the discretion of the Appointing Authority, or designee, Unit X employees who are required to work on a County observed holiday, as listed in Section 14.1 above, will be offered an alternate day in the same pay period in lieu of the holiday worked. Employees who are authorized to take the “holiday” on a different day than the County designates will be paid at their regular rate and must code their timesheet with the appropriate holiday code on the actual day observed.

If an alternate day is not operationally feasible, the Appointing Authority, or designee, may authorize the employee to receive holiday pay at their regular rate in addition to a stipend equal to their base hourly rate for all hours actually worked on such observed holiday. Employees who are authorized to receive holiday pay at their regular rate must attach written approval from the Appointing Authority, or designee, when submitting their timesheet.

14.3 Floating Holiday

Consistent with County rules regarding the use of floating holidays, one (1) floating holiday per calendar year may be taken on or before December 31 of each year. This holiday will not carry over from year to year and no compensation will be paid for this holiday if it is not used. Floating Holiday is pro-rated based on Full Time Equivalency (FTE) for part-time employees.

14.4 Annual Leave

A. Eligible Employees

Employees in Unit X, shall be eligible for annual leave under the provisions of this article.

Part-time permanent employees in Unit X shall be eligible for annual leave on pro rata basis according to their regularly scheduled hours.

B. Annual Leave Accrual

Eligible employees shall accrue annual leave on the following basis:

Years of Completed - Continuous County Service	(hours per pay period) <u>Annual Leave Accrual</u>
Up to two (2) years	23 days (7:05 hours)
More than two (2) years	25 days (7:42 hours)
More than six (6) years	27 days (8:18 hours)

More than ten (10) years	30 days (9:14 hours)
More than fifteen (15) years	32 days (9:51hours)
More than eighteen (18) years	33 days (10:09 hours)
More than twenty (20) years	34 days (10:28 hours)
More than twenty-five (25) years	37 days (11:23 hours)

A maximum of 850 hours of annual leave may be accrued after which no further accrual shall be made until the employees' accrued leave is reduced to below eight hundred fifty (850) hours by the use of annual leave.

Annual leave shall be earned based on 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 Unit X. Annual leave shall not be credited for any pay period during which an employee is on any non-paid status exceeding one-half (1/2) of the employee's normally scheduled working days.

Unit X employees may borrow up to twelve (12) days of annual leave during their first six (6) months of employment with the County. Repayment of borrowed annual leave shall be at the rate of four (4) hours per pay period and shall commence in the first full pay period after six (6) months of employment, unless different arrangements are made with the appointing authority and approved by the Auditor-Controller. In the event an employee leaves County employment prior to the completion of repayment of borrowed annual leave, the amount of time remaining unpaid shall be deducted from the employee's final check.

C. Annual Leave Usage

Each Department Head or designee shall be responsible for scheduling/approving annual leave based on operational needs and to achieve the most efficient functioning of the department.

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

When unscheduled usage of annual leave occurs, any person absent from work shall notify their 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.

D. Rate of Pay While on Annual Leave

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

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

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

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

F. Annual Leave Cash Out: Permanent Employees with Ten or More Years of Service

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

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

G. Election to Cash out Annual Leave

To “cash out” or otherwise require the County to buyback/cash out annual leave, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of annual leave for up to the amounts set forth in the bargaining agreement under the terms set forth above. If such criteria are not met as of December 31 of the calendar year in which the election is required to be made, then the employee has no right to election to “cash out” accrued time in the next calendar year.

- a) An eligible employee may elect to pre-designate an irrevocable cash out amount of up to the maximum number of hours of annual leave for the upcoming calendar year as set forth for their respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2023 calendar year will be made before December 1, 2022).
- b) Cash out designations shall be made in hours, not dollar amounts, and must be in increments of eight (8) hours.

Any such requests will be subject to the following:

- Any employee utilizing this provision will be required to submit an irrevocable election by December 1st of the calendar year prior to the calendar year in which the annual leave hours to be cashed out are earned.
- If eligibility criteria are not met as of December 31 of the calendar year in which the election is required to be made, then the employee has no right to election to “cash out” accrued time in the next calendar year.
- An employee who elected to receive the cash out as set forth above, may request a full or a partial payment of the cash out at any time in the designated calendar year, but only once per calendar quarter.
- For employees who have pre-designated cash-out amounts and who have not requested actual payment(s) of the entire designated “cash out amount” by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
- Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any annual leave in the following calendar year (for example, if no designation is made by December 1, 2022, no cash out is available in 2023).

H. Annual Leave Emergency Cash Back Provision

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

- i. The employee may cash-out no more than the maximum number of hours of annual leave (including any cash out previously elected) as set forth for their respective class.
- ii. The amount cashed out pursuant to this subdivision must be in whole hour increments with a minimum cash out of 10 hours and shall be subject to a twenty-five percent (25%) penalty. That is, if an employee cashes out accrued time in excess of any amount designated pursuant to subdivision (i), above, the penalty shall be 25% of the excess amount cashed out. For example, if an employee irrevocably elects 40 hours of cash out pursuant to subdivision (i) but wishes to cash out an additional 40 hours in the current calendar year (assuming all other criteria as listed in Section E and F above are met), the employee will receive the cash value of 30 additional hours but 40 additional hours will be removed from the employee’s accrued balance.

I. Annual Leave Pay-off Upon Termination

Any eligible Unit employee who terminates their employment 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.

14.5 Professional Leave

Unit X Employees shall be granted (10) days (equivalent to 80 hours) of professional leave on January 1 of each year.

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

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

14.6 Military Leave

Unit X employees shall be entitled to such leaves of absence and other benefits provided in the applicable provisions of the Military and Veterans Code and in accordance with the County's Military Leave Policy P-220.

14.7 Family Care Usage

An employee is entitled to use one-half (1/2) of their accrued annual leave to care for a sick or injured member of the employee's immediate family requiring care. "Immediate family" shall mean the spouse, child, parent, grandparent, grandchild, sibling, Domestic Partner, or Domestic Partner's child. In exceptional cases, such leave may be granted in the event of illness of an employee's parent-in-law, or parent an employee's eligible domestic partner, when it can be demonstrated that a bona fide illness exists which warrants the employee's personal attendance during her/his normally scheduled working hours.

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

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

14.8 Maternity Leave

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this article. Employees shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued annual leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay. This provision shall be applied in accordance with the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave and all other applicable State and federal laws.

14.9 Bereavement Leave

Use of any accumulated leave balances shall be granted by the Department Head or designee because of the death of the employee's immediate family 'Immediate family' shall mean the parent, sibling, spouse, child, foster child, grandparent, grandchild, domestic partner, child of domestic partner, parent-in-law, daughter-in-law, son-in-law, stepparent, step child, step brother or step sister. Such absence by the employee shall be limited to up to ten (10) working days per occurrence. Bereavement leave shall be charged to annual leave/PTO/Vacation/Sick Leave/Professional Leave.

As a condition of granting leave for bereavement purposes, the Department Head or designee may request verification of the loss.

14.10 Leave of Absence Without Pay

a) General Provisions

A leave of absence without pay may be granted by the Department Head or designee. Notwithstanding any other provision of this section, the Board of Supervisors may, by Resolution or Order, make provisions for other leaves of absence without pay.

b) Limitations

A leave of absence without pay may not be granted for a period to exceed:

- Thirty (30) calendar days for personal reasons unless there is no inconvenience to the department.
- Six (6) months for illness beyond that covered by sick leave.
- Six (6) months for education or training which will benefit both the employee and the County.
- An employee who fails to report to duty after a leave of absence has expired or has been disapproved or canceled by the appointing authority, or any other failure to report for duty as scheduled, shall be considered to have abandoned and constructively resigned their employment with the County.
- An employee shall not be granted a leave of absence without pay in excess of thirty (30) calendar days except as provided in the Military and Veterans Code, or as disciplinary action, until they have first used all accumulated annual leave, vacation, and compensatory time off, if any; provided, however, if said leave of absence without pay is granted because of illness or injury, said employee may use accumulated vacation or compensatory time off, if any, but shall not be so required.

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

c) Leave Accrual While on Leave Without Pay

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

ARTICLE 15 WINTER RECESS

In all two years of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 26 and December 31 shall close to minimize the County's carbon footprint. The determination for closure shall be made by the Department Head.

- A. Four paid days (which is equivalent to thirty-two (32) hours for a regular full-time employee) will be made available to Unit X employees to use from December 26th through December 31st during the term of this agreement.
- B. If Unit X employees are required, by the Department Head, to work during this period, up to four paid days will be made available by December 23rd. Any time not used by December 22nd of the following year shall be forfeited.
 - a. These "Winter Recess" exchange days shall be scheduled in the same manner as vacation unless the department's policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday.
- C. Unit X employees must be employed by December 23rd (in each applicable year of the contract) to be eligible to receive Winter Recess hours for that year. Employees in unpaid leave of absence status as of this date shall be entitled to these Winter Recess hours once the employee returns to active paid status.
 - a. These "Winter Recess" exchange days shall be scheduled in the same manner as vacation unless the department's policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday.
- D. Winter Recess hours cannot be cashed out. No payment for unused Winter Recess hours shall be permitted.
- E. Winter Recess hours will be pro-rated on the employee's full-time equivalency (FTE) on the date the hours are loaded in the Advantage Human Resources Management System.

ARTICLE 16 BENEFITS

16.1 Flexible Benefit Plan

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

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and the Association agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan during the term of this agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit has been determined by the IRS or any other governmental entity to be contrary to public law or regulation governing IRS Section 125 benefit plans, is no longer available through vendor, or vendor becomes insolvent.

The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators. Changes in insurance carriers or administrators shall not result in any substantial reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Association and employees, a thirty (30) calendar day written notice for premium rate changes for the County's self-funded plan.

16.2 Eligibility

Permanent unit employees with a minimum Full-Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

16.3 General Provisions

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

16.4 CalPERS Medical Insurance

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.

16.5 Flexible Benefits Plan Contributions

A. Medical Insurance Contribution

The County shall provide a fixed elective contribution towards the cost of the PERS Platinum health plan for coverage year 2023, effective February 2023 for coverage month March 2023, as follows:

- \$908.01 for employee only
- \$1,904.02 for employee plus one
- \$2,499.23 for employee plus family
- For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

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

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

- In-Lieu Payout: For each month that the County contribution is not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

County Contribution Changes

If the 2024 PERS Gold premiums increase by four percent (4%) or more from the 2023 premiums, the County shall provide a fixed elective contribution for the 2024 plan year as follows:

Fixed County elective contribution towards the cost of the PERS Platinum health plan:

- \$971.57 for employee only
- \$2,037.30 for employee plus one
- \$2,674.18 for employee plus family
- For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

Fixed County elective contribution towards the cost of the PERS Gold or any other health plan offered by CalPERS as follows:

- \$848.34 for employee only
- \$1,784.42 for employee plus one
- \$2,343.49 for employee plus family
- In-Lieu Payout: For each month that the County contribution is not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

It is further understood that if the 2024 PERS Gold premiums do not increase by four percent (4%) or more from the 2023 premiums, the fixed County contribution will remain equal to that provided in plan year 2023.

B. Dental Insurance Contribution

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

C. Vision Insurance Contribution

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

D. Computer Vision Coverage (CVC)

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

16.6 Retiree Health Insurance

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

16.7 Retiree Dental and Vision Benefit

The County Retiree and Dental and Vision Benefits covered by the Personnel Policies and Practices Resolutions under A.21.3 Retiree is guaranteed in its 2022 form for the duration of this contract.

Retirees shall be provided the option of purchasing dental and vision coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. Retiree enrollment is subject to eligibility criteria. 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:

Retirees’ Dental Rate above Active Employees’ Rate

Retiree only	33%
Retiree plus one	31%
Family	30%

Retirees’ Rate above Employees’ Rate

Retiree only	39%
Retiree plus one	38%
Family	38%

16.8 Life Insurance

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

16.9 Physical Examinations

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

16.10 Workers Compensation

When an employee on leave of absence is receiving Temporary Total Disability (TTD) Workers’ Compensation payments (integrated or not), they shall receive their regular County contribution towards medical, dental, and vision insurance and their regular County contribution toward dependent medical, dental and vision insurance. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

16.11 Voluntary Optional Policies

The County will facilitate the provision of voluntary optional insurance policies via the payroll deduction process. It is understood that these policies are wholly voluntary between the employee and the insuring company, and that provision of such insurance is subject to the terms

and conditions set by the insurance company and may be canceled by the insurer if its minimum enrollment standards are not met.

16.12 Short-Term Disability Insurance

- A. Permanent CEMA-represented employees with an FTE of 0.50 or higher shall be covered by a County paid Short-Term Disability Income Protection Plan as outlined in the Personnel Policies and Practice Resolution (PPPR) until such time a transition to SDI is made per the intent to vote described below.

CEMA shall conduct a vote within 3 months of contract implementation regarding the adoption of State Disability Insurance (SDI) instead of the current Short-Term Income Disability Protection Plan. Should the CEMA unit vote to transition to SDI, section 16.12(B) below shall become active and parties agree to meet and coordinate the transition to SDI. Participation in the Short-Term Disability Income Protection Plan shall be discontinued. Should CEMA vote to continue with the Short-Term Disability Income Protection Plan, existing provisions shall continue as described in the PPPR.

- B. CEMA-represented employees shall be covered by State Disability Insurance (SDI) wage replacement benefit at the employee’s expense. The SDI and PFL benefits will be integrated with County accrued leave in accordance with the County’s Family Care and Medical Leave Policy P-180..

16.13 Long-Term Disability Insurance

Permanent CEMA-represented employees with an FTE of 0.50 or higher shall be covered by a County paid Long-Term Disability Income Protection Plan as outlined in the Personnel Policies and Practice Resolution (PPPR).

16.14 Health Flexible Spending Accounts (FSA)

Employees may contribute to the Flexible Spending Account (FSA) up to \$3,050 annually, on a pre-tax basis, or the maximum allowed by the IRS, whichever is greater.

16.15 Dependent Care Assistance Program (DCAP)

Employees may contribute to the Dependent Care Assistance Program (DCAP) up to \$5,000 annually per household, on a pre-tax basis, or the maximum allowed by the IRS, whichever is greater

ARTICLE 17 RETIREMENT BENEFITS

17.1 California Public Employees’ Retirement System (CalPERS)

CEMA-represented employees will be provided retirement benefits under the California Public Employees’ Retirement System (CalPERS).

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

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

Miscellaneous PEPRA:

Retirement Formula:	2% @ 62
Employee Contribution:	Effective 7/1/2020, 7% (subject to yearly change based on ½ of normal cost as determined by CalPERS)
Final Compensation:	Highest consecutive 36-month average, subject to CalPERS compensation limits

Safety PEPRA:

Retirement Formula:	2.7% @ 57
Employee Contribution:	Effective 7/1/2019, 11.5% (subject to yearly change based on ½ of normal cost as determined by CalPERS) Effective 7/1/2023, 12.25% (subject to yearly change based on ½ of normal cost as determined by CalPERS)
Final Compensation:	Highest consecutive 36-month average, subject to CalPERS compensation limits

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

Miscellaneous Classic:

Retirement Formula:	2% @ 55
Employee Contribution:	7%
Final Compensation:	Highest consecutive 12-month average, subject to CalPERS compensation limits

Safety Classic Tier 2

Hiring Date:	Hired prior to 11/5/2011
Retirement Formula:	3% @ 50
Employee Contribution:	9%
Final Compensation:	Highest consecutive 12-month average, subject to CalPERS compensation limits

Safety Classic Tier 3

Hiring Date:	Hired on or after 11/5/2011
Retirement Formula:	3% @ 55

Employee Contribution:	9%
Final Compensation:	Highest consecutive 36-month average, subject to CalPERS compensation limits

Retirement benefits are subject to change based on CalPERS ongoing review, and interpretations, of the Public Employees’ Pension Reform Act (PEPRA) legislation. CalPERS will have final determination of Classic vs. PEPRA membership.

17.2 Legislative Changes

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.

17.3 Deferred Compensation

The deferred compensation program shall continue to be made available to employees in accordance with the Monterey County 457(b) Deferred Compensation Plan.

17.4 Military Service Credit

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

17.5 Peace Corp / AmeriCorps/ VISTA

As determined by CalPERS, employees may be eligible to request service credit for up to three (3) years in the Peace Corp, AmeriCorps VISTA (Volunteers in Service to America) or AmeriCorps. If eligible, the employee must purchase all available service credits. An employee exercising this option is personally responsible for direct payment to CalPERS of all fees, payments and interest entailed.

17.6 Retirement Sick Leave Cash Out

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

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 Grievance Defined

The County and Association recognize early settlement of grievances is essential to sound worker employer relations. The parties seek to establish a mutually satisfactory method for the resolution of grievances of workers or the Association. There shall be no restraining,

interference, coercion, discrimination, or reprisal against any employee for exercising any rights under the grievance procedure.

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

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

The Association shall be entitled to file a grievance on behalf of an employee or group of employees adversely affected by a grievable matter. The Association may file a grievance on its own behalf only on those matters which pertain to the rights of the Association as an organization as specified in the Association Rights section of this Agreement.

Disputes over interpretation or application of Personnel Policies & Practices Resolution (PPPR) or County policies and procedures shall follow the Grievance Procedures outlined in Section E Grievance Procedure of the PPPR.

18.2 Time Limits

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

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

18.3 Grievance Procedure Steps

Step 1 Informal Resolution

A. The grievant shall first discuss the grievance informally with their immediate supervisor, or in their absence, the next level manager. The discussion shall be held within fourteen (14) calendar days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance became known to the grievant. Where mutually agreed by the County and the Union, grievances

involving more than one grievant may be filed directly at Step 2. A group grievance shall proceed in the same manner.

B. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within seven (7) calendar days of the informal discussion between the grievant and supervisor.

Step 2 Formal Grievance

A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee or the Association representative shall submit the grievance in writing to the department head within fourteen (14) calendar days after receipt of the immediate supervisor's verbal response. One (1) copy of the grievance shall be filed with departmental Human Resources and County Labor Relations. Such written grievance shall:

1. Fully describe the specific nature of the grievance to include how the employee(s) was/were adversely affected;
2. The date(s) and place of the incident(s) grieved;
3. The section(s) of the Memorandum of Understanding to have been allegedly violated;
4. The consideration given or steps taken to secure informal resolution;
5. Specify the corrective action sought by grievant(s);
6. Identify the grievant; and
7. The name of any person chosen by the grievant as a representative, if any.

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

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

Step 3 Director of Human Resources

A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the Director of Human Resources or designee within fourteen (14) calendar days from the receipt of the department head's or designee's written decision.

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

B. The Director of Human Resources or designee shall hold a meeting with the grievant within fourteen (14) calendar days of the receipt of the appeal.

The Director of Human Resources or designee shall deliver written decision within fourteen (14) calendar days of the date of the meeting.

Step 4 Arbitration

A. If a grievance is not settled at Step 3 of the procedure, the Association and only the Association may appeal the grievance in writing to Arbitration within fourteen (14) calendar days from the receipt of the Director of Human Resources or designee's written decision.

B. The parties shall select an arbitrator from the below list by alternately striking with the first striker being determined by a coin toss winner and the lone remaining arbitrator being selected.

Arbitrator List:

Parties agree to meet and finalize a list of at least ten (10) arbitrators to be used for purposes of this Article no later than March 17, 2023.

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

Should the selected arbitrator be unavailable during the required timelines either party may extend the timelines by up to 60 calendar days. If the selected arbitrator is still unavailable and either party does not want a longer wait time, the parties will address the selection of an alternate arbitrator. If no agreement is reached on selection of alternate arbitrator, each party will select an arbitrator from the above list and the selection shall be determined by coin toss.

C. For grievances only, the decision of an arbitrator shall be binding and may add to, subtract from, or modify the terms and conditions of this Agreement.

D. Grievances already in process shall be concluded should the MOU expire prior to resolution, however, new grievances may not be brought post expiration in the absence of a new agreement.

18.4 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.

18.5 Representation

A. The employee has the right to the assistance of one (1) employee representative/job steward in addition to staff representatives of the Association in the preparation and/or presentation of their grievance in Steps 1 through 4 of this procedure provided.

B. An employee is also entitled to represent themselves individually at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement. Only the Association may file for arbitration of a grievance.

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

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

18.6 Grievance Withdrawal

The grievant and their representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Department.

18.7 Grievance Resolution

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

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

18.8 Consolidation

If all parties agree they may consolidate grievances, where, the grievances present substantially similar issues.

The Association may file group grievances at the second step of the grievance procedure within twenty-one (21) calendar days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievants by listing each person who claims to be adversely affected, unless the grievance covers the entire bargaining unit(s) and all other data required in this article.

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

18.9 Processing Grievances

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

A. Neither a grievant nor a grievant's representative who is a County employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

B. A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.

C. In no event shall a grievant be represented by more than one County employee at the grievance hearings. The County shall not incur any cost for Association representatives to

participate as an observer for training purposes, including labor cost. Association representatives may request Annual Leave, Floating Holiday, Winter Recess time, or PTO to participate as an observer.

D. Employees shall suffer no loss of pay for testifying as a witness at a grievance proceeding.

E. Grievances may, by mutual agreement, be referred back for further consideration or discussion at a prior step, or be advanced to a higher step of the grievance procedure.

ARTICLE 19 DISCIPLINE

19.1 Disciplinary Actions

The department head or designee may take disciplinary action against employees provided that the rules and regulations herein are followed and that any permanent employee who is not on probationary status has the right to appeal.

Disciplinary actions are dismissal, involuntary leave without pay, disciplinary demotion, or written reprimand.

19.2 Notice of Proposed Disciplinary Actions

In order to institute disciplinary action, the department head or designee shall serve notice of the proposed disciplinary action in accordance with the following procedures:

1. A written notice of proposed disciplinary action (other than for written reprimands) shall be delivered to the employee no less than seven (7) calendar days prior to the effective date of any punitive action.
2. Unless otherwise instructed by the employee, the County will notify CEMA to the agreed upon email address. If requested by the employee, the County will provide the materials upon which the action is based.
3. The notice of proposed disciplinary action shall include the following:
 - a. The nature of the disciplinary action;
 - b. The effective date of the action;
 - c. The causes for the action including dates and places of alleged violation;
 - d. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
 - e. A statement advising the employee of their right to respond either verbally or in writing to the department head or designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by CEMA, and the last known address and telephone number of the CEMA's business representative.

In the response to the notice of proposed disciplinary action, the employee has the right to representation in accordance with the law. CEMA may bring one (1) additional steward/trainee for training purposes.

19.3 Notice of Disciplinary Actions

In order to implement any disciplinary action, a written notice of disciplinary action shall be delivered to the employee seven (7) calendar days or more before the effective date of the disciplinary action.

Except when emergency or other special circumstances (i.e. criminal investigations, sexual harassment, police involvement, workplace violence, etc.) require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by United States Postal Service, to the current address listed on the employee's most recent Personnel Action form, no less than seven (7) calendar days prior to the effective date of any disciplinary action against the employee. The seven (7) calendar 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.

- Suspension without pay of five (5) days or less;
- Suspension with pay of twenty (20) days or less;
- Written reprimands;
- Emergency or other special situations, as appropriate.

The notice of disciplinary action shall include a statement as to the right of appeal and representation by a party of the employee's choice and shall include a referral to the section of this MOU concerning appeals from disciplinary action. The notice shall include a statement that members of X-unit are represented by CEMA with the address, email, and telephone number of the CEMA business representative.

19.4 Written Reprimand

The department head or designee may reprimand an employee by furnishing the employee with a written statement of the specific reasons for such reprimand. A copy of the reprimand shall be included in the employee's personnel file, and shall not be subject to appeal, but the employee shall have the right of rebuttal. The rebuttal, if it is in writing, shall be attached to the reprimand and placed in the employee's personnel file.

The department head or designee may choose to revise the reprimand.

19.5 Suspension Without Pay Due to Non-Criminal Disciplinary Action

Suspension without pay shall not exceed ninety (90) calendar days in any calendar year.

19.5.1 Suspension Without pay due to Criminal Information or Indictment

Suspension without pay due to criminal information or indictment the period of involuntary leave may end no later than thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges, and salary while on such suspension. Should the criminal charges be related to employment and the charges are dismissed or the employee is exonerated through the legal process all rights, privileges, and salary will be retroactively reinstated.

19.6 Involuntary Leave Pending Investigation for Disciplinary Action

The appointing authority may place an employee on involuntary leave with pay, except when emergency or other special circumstances (i.e. criminal investigations, sexual harassment, police involvement, workplace violence, etc.) are alleged, at any time for reasons of investigation for disciplinary action.

The appointing authority shall reinstate any such suspended employee to their position for a good cause and shall, upon reinstatement, restore their rights, benefits and privileges with back pay for time lost providing the appointing authority is satisfied that no disciplinary action is appropriate.

19.7 Reduction in Salary

An appointing authority may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain their anniversary date but shall not be eligible for advancement to a higher step in the salary range of their job classification for a period of six (6) months from the date such reduction in salary became effective.

19.8 Disciplinary Demotion

An appointing authority may demote an employee, for disciplinary reasons, to a different position in the department with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months after the effective date of the demotion.

19.9 Dismissal

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

19.10 Absence without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned their position and to have automatically resigned. Resignation shall be deemed effective upon the posting by United States Mail of the applicable notice, sent by the appointing authority or designee to the last known address of the employee, as shown on his/her latest Personnel Action form.

The resignation shall be rescinded by the appointing authority if the employee can show, to the satisfaction of the appointing authority, that it was impossible to contact the department provided the employee contacts the department within seven (7) calendar day of notice of separation.

19.11 Statute of Limitations

Any disciplinary action for cause against a County employee shall not be valid unless the notice of disciplinary action is served with one (1) year of the date of discovery of the

event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, falsification of records) shall require written notice to the employee of disciplinary action within three (3) years after the event which gave rise to the disciplinary action. Disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within the three (3) years after the discovery.

Nothing herein shall preclude the County from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall be used only to determine the disciplinary penalty to be imposed.

19.12 Disciplinary Action Appeals

The provisions of this Section shall apply only to permanent or seasonal employees with more than one (1) year of service, shall have the right of appeal from disciplinary actions other than written reprimands.

The written notice of appeal must:

1. State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action; and,
2. Be filed with the County Administrative Officer within twenty-eight (28) calendar days of the effective date of the disciplinary action.

Appeals to arbitration shall only be filed by CEMA. Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration. Within ninety (90) calendar days of the receipt of the appeal to the County Administrative Officer, the County and CEMA.

shall select a mutually acceptable arbitrator. Thereafter, parties will select a mutually acceptable arbitration hearing date within the next twenty-eight (28) calendar days. Should the arbitrator be unavailable within twenty-eight (28) calendar days, the parties shall endeavor to schedule the first available time of the arbitrator.

An arbitrator shall be selected by the parties alternately striking names from the list. The party to strike first shall be selected by coin toss.

Arbitrator list:

Parties agree to meet and finalize a list of at least ten (10) arbitrators to be used for purposes of this Article no later than March 17, 2023.

An arbitrator shall be selected by the parties alternately striking names from the list. The party to strike first shall be selected by coin toss.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for

witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

The decision of the arbitrator shall be advisory upon the parties and shall not add to, subtract from, nor otherwise modify the terms and conditions of this agreement. The Board of Supervisors may accept, reject or revise the arbitrator's decision.

ARTICLE 20 LAYOFF PROCEDURES

Upon authorization by the Board of Supervisors, the County may layoff employees because of lack of work, lack of funds, material change in duties or organization, in the interest of economy, or for causes outside the County's direct control.

Layoffs will be made within individual County departments and not from one County department to another. In the event a reduction in force in a department is determined by the Board of Supervisors to be necessary, the department head shall designate the classes, positions, and number of employees to be eliminated, subject to Board action, and this article, to reduce budgeted position allocations and authorize layoff notices

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 within three (3) week days of Board of Supervisors action authorizing layoffs.

Upon request, CEMA shall be afforded the opportunity to meet with the County to discuss these matters and any proposed alternatives.

20.1 Definitions

- a) "Seniority" is defined as the length of continuous service in a class series, as determined by County personnel records, while occupying a permanent position within the County
- b) "Class" is defined as a title, classification code, typical duties and responsibilities, essential functions, minimum qualifications, required knowledge, skills and abilities as approved by the Board of Supervisors.
- c) "Class series" is defined as a group of classes having common characteristics and/or promotional opportunities.
- d) "Bumping" occurs when an employee ranked in a previous class in the same department has greater seniority than one or more employees currently in that class, and the employee elects to demote to the class, thus "bumping" an incumbent. The bumped incumbent is then given a layoff notice and, if applicable, the option to be ranked in a previous class.
- e) "Rank" or "rank in class" shall be defined as the relative seniority as defined herein between or among employees in a class for purposes of determining the order of layoffs.
- f) "Continuous service" for purposes of ranking for layoff shall be defined as service in a class series within the County without separation from the effective date of employment, to include work related injury leave of up to one (1) year's duration.

20.2 Order of Layoffs

Except as provided in Section 20.2.1 below, layoff shall be by rank in class based on seniority within the class series. The order of layoffs within a County department within the designated class shall be:

- a) Temporary employees in order of seniority.
- b) Probationary employees in order of seniority. (excluding promotional probationary employees)
- c) Permanent employees in order of seniority. (including promotional probationary employees).

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department.

20.2.1 Exception to Ranking Sequence

Layoffs of permanent employees within each category of employment status within a class within a department shall be based on rank in class unless it can be demonstrated that:

- a) an employee possesses special skills, training, or abilities consistent with administrative guidelines developed pursuant to these procedures CEMA will be informed of exceptions to the ranking sequence during the impacts meeting, if requested;

or

- b) the employee's job performance record as reflected in a Performance Improvement Plan, overall rating of unsatisfactory or needs improvement in a performance evaluation or disciplinary action in the preceding two (2) years justifies an alternative ranking;

or

- c) the employee may, by virtue of rank in class, be subject to disparate treatment under the laws of employment discrimination.

or

- d) the employee submits a completed election for alternative ranking for the purposes of layoff form

The bilingual pay status of an employee pursuant to applicable sections of this MOU may be considered a job skill that can be used as an exception to differentiate individual employees as to their respective abilities and qualifications only if bilingual ability is required or is listed as a Desirable Qualification in the County's official class specification and is an essential job duty of the employee's position.

Any exceptions to ranking sequence in accordance with this section shall be administered by the Human Resources Department.

20.3 Ranking in Previous Class

A permanent employee may elect to be ranked by seniority with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status (i.e., passed the probationary period in that class) in an existing position in the County service. An employee must notify their appointing authority within five (5) working days after receipt of written notice of layoff of the election to exercise this option. An employee who is bumped as the result of such ranking shall be laid off in the same manner as an employee whose position is eliminated by the action of the Board of Supervisors and may exercise their seniority in accordance with these rules and procedures. An employee shall not have the right to bump from one County department to another.

20.4 Voluntary Transfer In Lieu Of Layoff

Prior to and in lieu of layoff, the department head may offer a permanent employee a transfer to any class within another County department with the same or lower salary, for which the employee is qualified, subject to the following conditions: a) Such transfer must be voluntary on the part of the employee;

- a) A vacancy in the position must exist; and
- b) The department head in the department to which the employee will be transferred must first agree to the transfer.

Employees transferred in lieu of layoff pursuant to this paragraph shall not be eligible for the “Y” rating procedure.

An employee who accepts a transfer in lieu of layoff shall serve a new probationary period pursuant to applicable provision of this MOU.

An employee who accepts a transfer in lieu of layoff shall be placed on the department’s Recall List and shall have the right of restoration to his/her former class when an opening occurs and his/ her ranking sequence warrants restoration.

20.5 Demotion in Lieu of Layoff

In lieu of layoff, the department head may offer a permanent employee a demotion to a vacancy in any class within the department with the same or lower salary, for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the “Y” rating procedure. An employee who accepts a demotion in lieu of layoff shall be placed on the department’s Recall List and shall have the right of restoration to their former class when an opening occurs based on seniority.

20.6 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. The notice shall include:

- a) The reason for the layoff,
- b) The effective date of the action,
- c) A reference to the provisions governing reemployment,
- d) Notice that employment counseling is available,
- e) Notice that any decision to bump must be made within five (5) working days,
- f) Notice that the employee has five (5) working days within which to appeal the layoff.

A copy of the notice shall be given to CEMA by emailing cemanotifications@sccema.org

20.7 Reemployment of Employees Laid Off

The names of persons laid off, demoted, or transferred in lieu of layoff under these procedures shall be maintained on a departmental Recall List for the class from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental Recall List to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off, demoted or transferred employees from the appropriate departmental recall list in seniority order. During the one (1) year recall period, no new employee shall be hired, nor shall any employee be promoted to a class from which layoffs, demotions or transfers have occurred until all employees on such status in that class have had the opportunity to return to previous positions.

The department head may make an exception to the above order of recall to appoint an employee out of ranking sequence when it is in the best interest of the County for an employee with demonstrated special qualifications, skills or training, or for Equal Opportunity considerations, to be placed in an alternative ranking.

During the layoff notification period, every employee given notice of layoff may request employment counseling and evaluation during the layoff notification period, to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a County-wide Preferred Eligible List. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, the laid off employee's name shall be placed on a Preferred Eligible List for each class designated as the result of the counseling and evaluation. When Human Resources receives a request to refer applicants to a department for a vacant position in a class for which there exists a Preferred Eligible List, laid off employees on the List shall be considered for employment prior to any other job applicant(s). A competitive job-related selection process may be used to determine the order in which laid off employees on a Preferred Eligible List for a class will be referred for an interview.

A laid off employee shall be removed from the department Recall List or a Preferred Eligible List for any of the following reasons:

- a) The expiration of one (1) year from the date of layoff;

- b) Re-employment within the County to an equal or higher-level position than that held at time of layoff;
- c) Failure to accept employment or report to work;
- d) Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County;
- e) Failure to respond within seven (7) working days to a communication regarding availability of employment; or
- f) Request in writing by the laid off employee to be removed from the list.

20.8 Status of Employees Re-Employed from a Preferred Eligible List

A laid off individual who is re-employed from a Preferred Eligible List shall serve a new probationary period unless they have previously completed a probationary period in the job class, and shall otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a County-wide Preferred Eligible List shall be entitled to:

- a) Placement at the highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,
- b) Reinstatement of credit for service time (seniority) as of the date of separation from County service,
- c) Credit for all prior service for the purpose of determining vacation and sick leave accrual rates, longevity pay or any other service related benefits subject to CalPERS criteria and/or limitations.
- d) Restoration of any sick leave balance credited to the employee's account on the date of layoff.

20.9 Restoration Of Benefits For Recalled Employees

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

- a) Restoration of permanent status for employees who are rehired from a departmental Recall List into the class from which they were laid off, and who have completed their probationary period. For an employee who has not completed their probationary period, credit for that portion which the employee has completed shall be given if the employee is rehired from a departmental Recall List.
- b) Restoration of all sick leave that was credited to the employee's account on the date they were laid off.
- c) Credit for all prior service for the purpose of determining vacation and annual leave accrual rates.

d) Placement in the same step of the salary range that the employee held at the time of their layoff.

e) Reinstatement of credit for service time (ranking) as of the date of layoff.

20.10 Insurance Coverage

Each permanent employee who is enrolled in the County Health Plan at the time of layoff may, prior to the effective date of the layoff, elect to enroll in a health insurance conversion plan offered by the County's then current health plan administrative carrier. In the event the laid off employee so elects; the County will pay a one-time amount equal to two (2) times the employee only monthly premium at the time of layoff toward the cost of the health insurance conversion plan. The above insurance provision does not apply to employees who retire coincidental to their layoff.

20.11 Appeal Procedure

An employee who receives a layoff notice may, within five (5) working days thereafter, request a meeting with the department head or the department head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a CEMA-representative.

20.12 Use of Alternatives to Layoff

Nothing contained in these procedures shall be construed to prevent individual departments from using alternative procedures to layoff, such as, e.g., furloughs, job sharing or part-time work plans. Furloughs shall require approval of the Board of Supervisors. Individual job sharing and part-time work plans shall require the agreement of the department head and the employee(s) involved.

ARTICLE 21 CONFIDENTIAL EMPLOYEE DESIGNATION

Confidential employee is defined in the Employer Employee Relations Resolution. Upon request CEMA and the County shall meet once a year to review the list of confidential employees. Said meeting shall be scheduled no later than fourteen (14) calendar days after making the request to meet. If the number of designated confidential employees exceeds three percent (3%) of the total budgeted County Unit-X and Unit-ZX positions the County and CEMA agree to meet and discuss operational needs for the confidential designations.

Confidential tasks may include employee disciplinary actions, County Labor Relations including financial analysis, costing and bargaining with labor units.

Formerly confidential employees that return to CEMA may be required to sign a Non-Disclosure Agreement encompassing their Confidential tasks.

Nothing in this article shall prevent or diminish CEMA's ability to bring any challenges of confidential employee designation before PERB or seek other remedies.

ARTICLE 22 EMERGENCY AUTHORITY

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any changes in law or circumstances that reduces currently existing or anticipated revenue levels by 30% or more of total general fund revenues within the current fiscal year may be included, though not the sole factor, within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency. If circumstances surrounding the emergency allow, the County will meet and consult with the Association prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Association over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

ARTICLE 23 NO STRIKE NO LOCK OUT

During the term of this agreement, the Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate, or take part in any strike in any office or any department of the County, any curtailment or restriction of any work or production, or any interference with any operation of the County.

In the event of strike activities at the County, the County agrees during the term of this agreement that it will not lock out any CEMA represented employees and provide alternative work locations, if necessary.

In the event of any work-stoppage by any member of the bargaining unit, the County shall be required to meet and confer on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

ARTICLE 24 FULL UNDERSTANDING, MODIFICATION, WAIVER

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

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The County assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein 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 or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

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

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

For the County:

For CEMA:
