

MEMORANDUM OF UNDERSTANDING

Addendum

Between the County of Monterey

And

The Deputy Sheriffs' Association

Of Monterey County

General Safety Unit A

July 1, 2016 – June 30, 2019



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SECTION 1 REPRESENTATION

Unit A represents the following classifications:

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

SECTION 2: RETIREMENT

2.1 Retirement Formulas

PEPRA Safety Member 2.7% @ 57

Employee Cost 10.75% (subject to yearly change based on ½ of normal cost as determined by CalPERS)
Final Compensation Three Year Average

Classic Safety Member 3% @ 50 (hired prior to 11/5/11)

Employee Cost 9%
Employee's Share of Employer Contribution 3%
Final compensation Single Highest Year

Classic Safety Member 3% @ 55(hired between 11/5/11-12/31/12)

Employee Cost 9%
Employee's Share of Employer Contribution 3%
Final compensation Three Year Average

CalPERS will have final determination of Classic vs. PEPRA membership.

2.2 PERS Contributions

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

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

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

SECTION 3 BENEFITS

3.1 Flexible Benefits Plan

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

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

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

A. Eligibility

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

B. General Provisions

Additional Payroll Deduction

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

In-Lieu Payout

For each month that the full County contributions are not used by an employee to obtain medical, dental and vision coverage under this plan, the full amount of funds not utilized shall be forfeited.

3.2 Flexible Benefits Plan Contributions

A.1 CalPERS Medical Insurance Contributions

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.

Pursuant to this Agreement the County medical insurance contribution shall be based on CalPERS

Choice (Region: Other Northern California). The County contribution shall result in an employee contribution amount of: \$100.21/mo. (employee only); \$215.62/mo. (employee plus one); and \$255.27/mo. (employee plus family).

MCDSA and the County agree to reopen the Insurance Section to meet and confer on employee contributions as follows:

- In 2017 if the 2018 premium rate increase for CalPERS Choice (Region: Other Northern California) exceeds six percent (6%) of the 2017 CalPERS Choice (Region: Other Northern California) premiums
- In 2018 if the 2019 premium rate increase for CalPERS Choice (Region: Other Northern California) exceeds six percent (6%) of the 2018 CalPERS Choice (Region: Other Northern California) premiums

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

Any balance of County contributions remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dental, or vision insurance. The use of any County contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under a PERS plan offered through employment with the County of Monterey.

A.2 Retiree Health Insurance

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

B.1 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.

B.2 Retiree Dental Coverage

Retirees shall be provided the option of purchasing dental coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. 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' Rate above Employees' Rate

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

C.1 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.

C.2 Retiree Vision Coverage

Retirees shall be provided the option of purchasing dental coverage for themselves and their eligible dependent within the same administrative rules, and procedures set for County employees. 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:

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

3.3 Life Insurance

The County agrees to provide ten thousand dollars (\$10,000) in group term life insurance coverage for employees who have dependent CalPERS health insurance coverage and thirty-five thousand dollars (\$35,000) if employee only coverage.

3.4 Employee Physical

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

3.5 Health Care Committee

The Union and County agree to commence a joint insurance committee to make appropriate recommendations regarding possible changes in insurance coverage during the term of this agreement and any changes will be subject to the meet and confer process.

SECTION 4 SPECIAL PAY PRACTICES¹

4.1 Sheriff's Office Assignments

Premium pay shall be paid for the assignments as noted below. Up to two (2) assignments shall be payable to an employee at any one (1) time. If an employee leaves one (1) of the

¹ For additional Special Pays, see Master Contract

below listed assignments for any reason, that employee shall only be paid the premium for that portion of the month worked while on the assignment.

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

4.1.1 Training Officer Assignment:

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

4.1.2 Detective Assignment:

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

4.1.3 Hazard Pay Assignments:

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

4.1.4 Canine Handlers

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

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

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

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

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

D. If a canine that is owned by the Sheriff's Office becomes permanently disabled or

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

4.2 Call Back from Vacation for Court Appearance

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

4.3 Call Back

4.3.1 Call Back Compensation

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

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

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

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

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

4.3.2 Planned Call Back

The County agrees to provide a minimum of three (3) hours call back pay, at the regular rate

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

4.4 Supplemental Law Enforcement Services

Officer Compensation Pursuant to Monterey Code, Chapter 2.76

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

Employees shall use vacation, PTO or holiday hours to work Supplemental Law Enforcement events. An employee can utilize the approved vacation, PTO and holiday hours prior to and after the Supplemental Law Enforcement event. Employees shall not perform Supplemental Law Enforcement assignments during the employee’s regularly scheduled shift while on approved vacation, PTO or holiday.

No leave other than leaves listed above shall be used for Supplemental Law Enforcement Services.

4.6 Retention Adjustment

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

4.7 Shift Differential

Effective the first full pay period following July 1, 2017, unit employees who are routinely and consistently scheduled to work at least four (4) hours between 8:00 p.m. and 8:00 a.m. shall be eligible for shift differential pay at the rate of ninety cents (\$0.90) per hour for actual hours worked. Only hours worked within the differential period of 8:00 p.m. to 8:00 a.m. will be eligible for differential pay.

An employee who is called back to work a partial shift for any employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between 8:00 p.m. to 8:00 a.m.

SECTION 5 DEPUTY SHERIFF RECRUIT

4.1 Deputy Sheriff Corrections Recruits must successfully complete the approved California P.O.S.T. police/BASIC academy before they can be compensated or begin seniority at the higher Deputy Sheriff – Corrections level.

5.2 The assignments of Deputy Sheriff Recruits shall be determined by the Sheriff-Coroner or his/her designee.

SECTION 6 TRAVEL TIME TO TRAINING

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

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

SECTION 7 WORK SCHEDULE

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

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

SECTION 8 OVERTIME

Overtime, for employees of the Sheriff's Office covered by this agreement, shall be defined as: time actually worked in excess of eighty (80) hours in a work period. For the purposes of determining an employee's entitlement to overtime, vacation time, sick time, 4850, compensatory time off, PTO, holiday leave and paid release time hours and associated dollars shall be treated as "time actually worked."

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

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

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

8.1 When the employee whose regular class is listed in the column on the left below is assigned to work overtime, performing duties normally assigned to the class listed in the same line in the

column to the right below, the overtime compensation shall be at the rate of one and one-half (1.5) times of either:

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

Employee's Regular Job Class

Applicable Lower Class

Deputy Sheriff-Corrections
Deputy Sheriff-Corrections Recruit

Corrections Specialist
Corrections Specialist

8.2 Compensatory Time Off

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

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

Cash payment at employee's regular rate of pay shall automatically be paid for any CTO hours on record immediately prior to promotion, demotion or termination of employment. CTO may be taken with approval of the Appointing Authority at such time as will not unduly impair the work schedule or efficiency of the department but with consideration given to the wellbeing of the employee.

8.3 Discretionary Time Off

In addition to regularly scheduled vacation and holidays, employees may request Compensatory Time Off (CTO), vacation or PTO as Discretionary Time Off (DTO). Discretionary Time Off is limited to two (2) shifts per quarter. Up to two (2) shifts may be awarded one time per year under emergency circumstances. Discretionary time off is subject to the following restrictions:

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

This provision which allows two (2) DTO shifts per quarter shall sunset upon the expiration of this agreement in June, 2019. Upon the expiration of this agreement, this provision shall default to allow

one (1) DTO shift per quarter where all other requirements shall remain as listed above.

SECTION 9 VACATION LEAVE

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

After 6 months of continuous employment	10 days (80 hours)/year	3:08 hours pay period
After 3 years of continuous employment	15 days (120 hours)/year	4:38 hours pay period
After 10 years of continuous employment	20 days (160 hours)/year	6:09 hours pay period
After 20 years of continuous employment	21 days (168 hours)/year	6:28 hours pay period
After 21 years of continuous employment	22 days (176 hours)/year	6:47 hours pay period
After 22 years of continuous employment	23 days (184 hours)/year	7:05 hours pay period
After 23 years of continuous employment	24 days (192 hours)/year	7:23 hours pay period
After 24 years of continuous employment	25 days (200 hours)/year	7:42 hours pay period

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

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

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

9.3 Election to Cash out PTO or Vacation

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

- A. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 1, 2016).
- B. Cash out designations shall be made in hours, not dollar amounts, and must be in increments of 8 hours.

Any such request will be subject to the following:

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

- ii. An employee who elected to receive the cash out as set forth above, may request a full or a partial payment of the cash out at any time in the designated calendar year, but only once per calendar quarter. For requested cash out occurring in 2017, full or partial cash out payment is not guaranteed in the month of January.
- iii. For employees who have pre-designated cash out amounts and who have not requested actual payment(s) of the entire designated cash out amount by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
- iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

SECTION 10 SICK LEAVE

10.1 Retirement Sick Leave Cash Out

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

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

SECTION 11 HOLIDAY LEAVE

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

11.1 Employees who are assigned to work in the Investigations Division, Transportation Division, Bailiff Division, Professional Standards Division, Inmate Welfare Program Division, Coroners Unit and Civil Unit and are on 4850 shall observe the holidays listed in the Master Contract, Article 12, with the exception of maximum enforcement assignments during the following periods: 4th of July, Memorial Day, Labor Day and New Years Eve. Employees who work on a declared maximum enforcement assignment, shall be paid overtime at one and one half (1.5) times their regular rate of pay for hours worked in addition to their regular holiday pay.

11.2 Employees who are not covered in Section 11.1 above shall:

- a) In observance of the holidays, receive at the beginning of each calendar year an annual bank of eighty (80) hours each year to take as holiday hours. During a year in which Christmas Eve (December 24th) falls

on a Monday, Tuesday, Wednesday or Thursday, these employees shall receive an annual bank of eighty-eight (88) hours.

- b) Be scheduled for 20 (twenty) holiday hours per quarter consistent with the guidelines described in Section 10.3 below. In years, that include a Christmas Eve holiday, employees shall be scheduled for twenty-two (22) holiday hours per quarter. A quarter shall comprise three calendar months beginning January 1st of each year or the day determined by the Auditor-Controller's Office. Employees who work shifts in accordance with this section shall receive in their holiday hours bank the appropriate number of holiday hours for that calendar year (either eighty [80] or eighty-eight [88] depending on the inclusion of Christmas Eve.)
- c) Shall either use twenty (20) or twenty-two (22) hours of holiday time for that quarter or receive pay for the balance of his/her holiday time.

When an employee transfers to the Investigations Division, Transportation Division, Bailiff Division, Professional Standards Division, Inmate Welfare Program Division, Coroners Unit and Civil Unit, or release to modified/full duty, she/he shall begin to observe holidays as listed in the Master Contract and in accordance with the Holiday Leave Section of this contract. An employee who transfers and does not have sufficient hours to cover remaining holiday(s), she/he shall either work the holiday(s) or use paid leave time to cover the holiday(s).

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

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

11.4 An employee hired into, transferring, promoting or leaving positions belonging to Unit A shall have their holiday hours adjusted on a pro-rated basis. In order for an employee to receive any form of compensation (i.e. time or pay) for a holiday, an employee must be an employee on the date of the holiday and be in a paid status on the work day immediately prior to the holiday. An employee who transfers, promotes or terminates employment may cancel scheduled holidays to avoid overpayment.

SECTION 12 COURT TIME

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

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

SECTION 13 RELEASE TIME BANK

13.1 Use of Release Time Bank Hours

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

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

13.2 Unit Member Contributions

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

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

13.3 Release Time Bank Carryover and Limit

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

13.4 Use of Release Time Bank Hours

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

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

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

13.5 Requests for Use and Approval of Release Time Bank Hours

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

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

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

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

SECTION 14 ON-CALL

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

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

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

14.4 The Association agrees that the number of employees so assigned is under the absolute

authority of the Appointing Authority.

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

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

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

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

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

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

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

SECTION 15 FITNESS PROGRAM

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

SECTION 16 PROBATION

All Deputy Sheriff-Corrections and Deputy Sheriff-Operations hired after the effective date of this agreement will be subject to a twelve (12) month initial probationary period.

For Safety Unit A

For County of Monterey
