

Negotiations between County of Monterey and DSA 2016
Tentative Agreement
12/9/2016

Package Proposal: The County of Monterey proposes the attached contract terms as a package in order to maintain positive labor relations with employees groups. As stated during negotiations, the following proposal will necessitate that the County utilize one-time contingency funding for the increases noted below for at least the first year, and possibly in the second and third years of this agreement. But the County cannot ensure that it will be able maintain current service levels with the increases in this proposal given the previous and continued increase in labor costs, especially in the areas of health care and pension. Acceptance of this proposal by DSA results in the acceptance of all provisions herein. Summary of terms (full language follows):

- **TERM** – Three-year term ending June 30, 2019
- **BASE WAGE INCREASE:**
 - **Year 1** = 2.5% First full pay period following Union ratification and Board approval (no retro).
 - **Year 2** – 2.5% First full pay period following July 1, 2017
 - **Year 3** – 3.0% First full pay period following July 1, 2018
- **WAGE REOPENER:**
 - The County agrees to reopen negotiations to meet and confer on wages, no earlier than July 2017, if the marijuana tax revenue results in more than \$29 million in additional ongoing annual revenue.
- **HEALTH:**
 - **2016** = Status quo employee contribution amounts
 - **2017** = Status quo employee contribution amounts with a reopener no sooner than July, 2017 for 2018 employee contribution towards medical insurance if premium rates for 2018 increase more than 6% of 2017 rates.
 - **2018** = Status quo employee contribution amounts with a reopener no sooner than July, 2018 for 2019 employee contribution towards medical insurance if premium rates for 2019 increase more than 6% of 2018 rates.
- **COMMITTEE DISCUSSIONS:**
 - **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.
- **Compensatory Time Off:** See attachment A for proposed language changes.
- **Discretionary Time Off (DTO):** See Attachment B for proposed language changes.
- **Deputy Sheriff Corrections Recruit:** See Attachment C for proposed language changes.
- **Probation:** Accept MCDSA proposal proposed on May 12, 2016
- **4850:** To count towards the calculation of overtime.
- **Binding Arbitration:** County holds to current contract language pertaining

to arbitration for purposes of discipline.

- **Professional Leave:** Unit C employees to receive an additional five (5) professional leave days for a total of ten (10) professional leave days per calendar year.
- **Holiday Leave:** See Attachment D for proposed language changes.
- **Supplemental Law:** See Attachment E for proposed language changes.
- **On-Call:** See Attachment F for proposed language changes.
- **Total Compensation Study:** Parties agree to conduct a joint total compensation study for the District Attorney Investigator I/II and III classifications within the term of this agreement and no later than 9 months prior to the expiration of this contract.
- **Seniority:** Incorporate seniority tentative agreement between County of Monterey and DSA dated October 30, 2013.
- **Units A and B Sick Leave (Section 9.1):** Unit employees may cash out up to 750 hours of available sick leave upon retirement.
- **Unit C Sick Leave (Section 4.2):** Unit employees may cash out up to 750 hours of available sick leave upon retirement.
- **Shift Differential:** Effective first full payperiod 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.

This agreement is subject to the final approval by the Monterey County Board of Supervisors. The terms described herein constitute the complete and entire agreement between the parties.

For County of Monterey:

For Monterey County DSA:

 12/9/16

 12/9/16

 12/9/16

Date Passed – 12/9/2016

Proposal: Compensatory Time Off

SECTION 76 OVERTIME

67.2 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 ~~consulting with~~ 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 Compensatory Time Off hours on record immediately prior to promotion, demotion or termination of employment. Compensatory time off 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.

Date Passed – 12/9/2016

Proposal: Discretionary Leave for Bargaining Units A and B

SECTION 8.6.3 DISCRETIONARY LEAVE TIME OFF (DTO)

In addition to regularly scheduled vacation and holidays, employees may request Compensatory Time Off (CTO), vacation or PTO as discretionary time off. Discretionary time off is limited to ~~twelve~~ ~~(12) one~~ ~~two (2) shift hours~~ per quarter. Up to ~~two shifts~~ ~~forty-eight (48) hours~~ ~~or 20 hours~~ may be awarded one time per year under emergency circumstances. Discretionary time off is subject to the following restriction:

- Single day requests by ~~at least one~~ (1) person per work unit or team within a shift will be guaranteed with seven (7) days advance request.
- Requests with less than seven (7) days' notice will be considered on a first come first serve basis.
- Discretionary time off shall not be used for the annual holiday dates.

This provision which allows two (2) discretionary time off shifts per quarter shall sunset upon the expiration of this agreement in October, 2019. Upon the expiration of this agreement, this provision shall default to allow one (1) discretionary time off shift per quarter where all other requirements shall remain as listed above.

Date Passed – 12/9/2016

Proposal: Deputy Sheriff Recruit

<u>SECTION 4 DEPUTY SHERIFF CORRECTIONS RECRUIT</u>
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4.1 Deputy Sheriff Corrections Recruits, who work in the Operations Bureau, must successfully complete the approved California P.O.S.T. police/BASIC academy before they can be compensated or begin seniority at the higher Deputy Sheriff – Operations- or Deputy Sheriff- Corrections levels.

4.2 The assignments of Deputy Sheriff Corrections Recruits shall be determined by the Sheriff-Coroner or his/her designee working at the Corrections Operations Bureau, who are not attending the academy full-time, will be limited to:

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

Monterey Deputy Sheriff's Association

2016

MCDSA – Proposal

Offered: 5/12/16

Association Interest: Reduce the probation period to 12 months. Deputies don't go into operations first to complete FTO on the street.

Proposal: Probation

All Deputy Sheriff-Corrections and Deputy Sheriff-Operations hired after the effective date of this agreement will be subject to an ~~18~~ 12 month initial probationary period.

Date Passed – 12/9/2016

Proposal: Holiday Leave

SECTION 110 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.

101.1 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 an eight-hour shift shall observe the holidays listed in the Master Contract, Article 12, with the exception of maximum enforcement assignments during the following periods: 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.

101.2 Employees who work shifts are not covered in Section 10.1 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) Employees who work shifts shall be scheduled for 20 (twenty) holiday hours per quarter consistent with the guidelines described in Section 10.3 below. In years, that include a Christmas Eve holiday, employees shall be scheduled for twenty-two (22) holiday hours per quarter. A quarter shall comprise three calendar months beginning January 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. If an employee is not scheduled off for at least twenty (20) or twenty two (22) hours of holiday hours per quarter, then the County shall pay him/her for all unscheduled remaining hours up to twenty (20) or twenty two (22) for that quarter. By the end of each calendar year, each employee shall use up or receive pay for all of his/her annual holiday time. If an employee is not scheduled for his/her full allotment of quarterly holiday hours, then his/her supervisor shall request payment for all unused holiday hours to be paid at the end of the quarter in which s/he did not use up the hours.

When an employee transfers to the Investigations Division, Transportation Division, Bailiff Division, Professional Standards Division, Inmate Welfare Program Division, Coroners Unit and Civil Unit, or released to modified/full duty on an eight-hour shift, she/he shall begin to observe holidays as listed in the Master Contract and in accordance with the Holiday Leave Section of this Contract. ~~normally observed in that work group as described in the Master Contract, Holiday Leave.~~ If an employee who transfers and does not have sufficient hours to cover remaining ~~hour~~ holiday(s), then she/he shall either work the holiday(s) or ~~shall~~ use paid leave time to cover the holiday(s). ~~By the end of each calendar year, each employee shall use up or receive pay for all of his/her annual allotment of holiday hours.~~

~~If an employee who is eligible for the holiday bank hours due to their shift assignment is placed on 4850 time due to a work related injury, the employee shall continue to fall under this section for the duration of the time they are on 4850 time, unless the employee was scheduled to be assigned to an eight-hour shift prior to the injury. In that case, the employee on 4850 time shall be treated as if they were transferred on the previously scheduled date and be subject to the terms in the preceding paragraph.~~ [L1]:

101.3 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.

101.4 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. [L2]. An employee who transfers, promotes or terminates employment may cancel scheduled holidays to avoid overpayment.

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

Date Passed – 12/9/2016

Proposal: Supplemental Law Enforcement

Bargaining Units A and B:

SECTION 3 SPECIAL PAY PRACTICES
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3.4 Supplemental Law Enforcement Services
Officer Compensation Pursuant to Monterey Code, Chapter 2.76

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

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.

Bargaining Unit C:

SECTION 3 SPECIAL PAY PRACTICES
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3.2 Supplemental Law Enforcement Services
Officer Compensation Pursuant to Monterey Code, Chapter 2.76

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

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

Employees shall use vacation, PTO, annual leave or holiday hours to work Supplemental Law Enforcement events. An employee can utilize the approved vacation, PTO, annual leave 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, annual leave or holiday.

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

Date Passed – 12/9/2016

Proposal: On-Call for Bargaining Units A and B:

SECTION 134 ON-CALL

14.1 Definition: On-Call duty is defined as the requirement by the County for an employee to leave a phone number where the employee can be reached during off-duty hours, or carry a communication device pager during off duty hours, and the employee must be able to report to a specified job site within a one hour period.

14.2 The Sheriff-Coroner and the District Attorney or his/her designee may place employees on-call.

14.3 On-Call assignments shall be compensated at a rate of three dollars (\$3.00) per hour.

14.4 Those personnel assigned to the Sheriff's Investigations ~~ve Divisions~~ Division and Coroners Unit 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.

~~14.3~~ On-Call pay applies to employees in the Coroner Unit, Investigations and Narcotics Divisions, SWAT, and District Attorney Investigators.

~~14.4~~ 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.

~~14.5~~ The Association agrees that the number of employees so assigned is under the absolute authority of the Appointing Authority.

14.5 Resident Deputy On Call Pay

The assignment of a resident Deputy shall be at the sole discretion of the Sheriff-Coroner. 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:

The assigned Deputy will remain in their assigned resident assignment location 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.

~~134.56.1~~ A patrol vehicle will be assigned to the Deputy while on assignment.

~~134.56.2~~ The assigned Deputy will receive a stipend of three hundred dollars (\$300) per pay period for meal expenses (IRS reportable.)

~~134.56.3~~ The County will pay directly to the vendor of lodging on behalf of the employee (IRS

reportable.)

~~134.56.4~~ The assigned Deputy will be required to reside in Big Sur for the duration of the assigned work period.

~~134.56.5~~ 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.

~~134.56.6~~ The duration of this assignment shall not exceed one hundred and twenty (120) days.

**TENTATIVE AGREEMENT
COUNTY OF MONTEREY AND DEPUTY SHERIFFS'
ASSOCIATION
OCTOBER 30, 2013**

The Deputy Sheriff's Association and County agree that a single Deputy classification will create a more efficient and effective organization by fostering more cross-training and providing more flexibility in deploying staff resources. In order for this change to be implemented fairly, new policies governing the transfer of existing COB Deputies to EOB, and a new policy governing seniority have been agreed to as follows:

Policy Governing COB to EOB Deputy Transfers

This new policy is designed to promote fairness and success-in-training, based on merit. Additionally, the suggested requirements mirror the direction of the Department in providing training and opportunities in leadership (i.e., testing, oral boards and eligibility ranking).

ELIGIBILITY RANKING

A list of COB Deputies who are eligible to transfer to EOB shall be maintained in order of their rank based on the following criteria:

WRITTEN EXAM

COB Deputies applying for listing on the Transfer List will take a written examination containing questions pulled from the POST website or from POST Academy Learning Domains.

ORAL BOARD

An Oral Board Panel will determine the individual's knowledge of patrol and give them an opportunity to communicate to the Board their reasons for transferring and their qualifications.

REVIEW OF FILE

The Training Division shall review the file of Deputies desiring to transfer. In this review, they shall consider the Deputies' conduct and the evaluations given to them by their Sergeants. Special attention shall be paid to a review of the activities of the Deputy over the course of their career related to the quantity, quality and types of reports they have completed.

10/30/2013

ELIGIBILITY LIST

COB Deputies on the Transfer List shall be eligible to participate in the Ride-Along program and will be selected for the Mini Academy in order of their ranking.

RIDE-ALONGS

A Ride-Along program will be developed by the Training Division Commander to allow COB Deputies to become more familiar with basic Patrol operations and to exhibit their commitment to entering the FTO program. In order to limit overtime costs, the program will set quarterly limits on the number of employees that are eligible to request a Ride-Along and the number of times an individual employee can be assigned to Ride-Along.

MINI ACADEMY

A Mini-Academy for Deputies on the transfer list shall be utilized to prepare transferring Deputies for their new training and to evaluate their preparedness. During the Mini Academy, Deputies will be evaluated on a Pass/Fail basis. In order for a Deputy to proceed to the formal Field Training program, a Passing grade in each component of the Academy must be achieved. Failure to pass the Mini Academy or the Field Training Program will result in the Deputy returning to their position as a Deputy Sheriff-Corrections and the loss of exercising their authority to seniority for selecting a shift for one (1) shift sign up.

SENIORITY

When a single class of Deputy Sheriff is created in the future, it is the intent of the County and the DSA to protect the current seniority of existing employees who have passed probation as a Deputy Sheriff-Operations.

As of September 1, 2013, all employees having passed probation as a Deputy Sheriff-Operations and currently assigned to the Enforcement Operations Bureau (EOB) as a Deputy Sheriff-Operations will be assigned a numerical ranking based on their seniority in the EOB. For example, the employee with the most seniority as a Deputy Sheriff-Operations will be assigned Number 1, and then the next most senior will be assigned Number 2, and so on until every eligible EOB employee is assigned a number.

This assigned number will be utilized to determine EOB seniority in selecting shifts for as long as that employee continues to work in EOB or until they change ranks, at which time their seniority date will be determined by the date of appointment to the new rank. If the promoted Deputy fails to pass probation in the new rank, the Deputy will return to their previous rank and lose their seniority for shift sign ups for one (1) shift sign up. Nothing in this policy supersedes the Sheriff's authority to initiate disciplinary proceedings in accordance with the MOU.

10/30/2013

With the exception of this seniority system for current non-probationary employees in the class of Deputy Sheriff-Operations, all other seniority for selecting shifts in the Sheriff's Office will be determined by date of hire as a Deputy Sheriff-Corrections, or by date of promotion, if applicable.


After September 1, 2013, any employee that transfers into EOB as a Deputy Sheriff-Operations will have their seniority for shifts determined by their date of hire as a Deputy Sheriff-Corrections or as a Deputy Sheriff (if that classification is created), whichever is earlier.

Current Transfer List

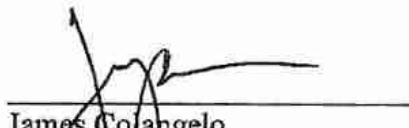
Deputies on the transfer list as of this date shall be given the first opportunity to comply with the new policy and be placed on the list accordingly.

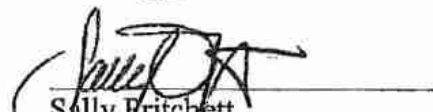
COUNTY OF MONTEREY

DSA


Brette Neal


Scott Davis



James Colangelo



Sally Fritchett

October 30, 2013
Date


Rebecca Benson


Rebecca Gordano


Reed Fisher


Dave Ramon


Nate Dimaggio


A. W. [unclear]


J. PEETER

10/30/2013