

COUNTY OF MERCED  
MEMORANDUM OF UNDERSTANDING


This is a Memorandum of Understanding between the County of Merced and the Merced County Law Enforcement Sergeant's Association (MCLES), Unit 30, a Certified Employee Organization, and has as its purpose the promotion of harmonious relations between the County and the members of Merced County Law Enforcement Sergeant's Association relation, and the establishment of rates of pay, hours of work, and other conditions of employment for those employees in classifications represented by MCLES, Unit 30.

The parties hereto agree the attached documents designated Exhibits are incorporated herein and made a part thereof, and constitute the complete Memorandum of Understanding between the parties.

Date: 9/25, 2019

Merced County Law Enforcement Sergeant's Assoc.  
Unit 30  
by:

County of Merced  
by:

  
Vince Gallagher, President  
MCLES, Representing Unit 30

  
Lloyd Pareira, Chairman OCT 1 2019  
Merced County Board of Supervisors

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## MEMORANDUM OF UNDERSTANDING PROVISIONS

### A. SCHEDULE OF SALARY ADJUSTMENTS

Salary Resolution Number 06-120 providing for the compensation of employees in the various and several offices of the County is incorporated herein by reference and is part of the MOU, except as modified in this MOU, as though it was fully set forth herein and is made an integral part of this MOU.

#### MODIFICATIONS TO RESOLUTION NO. 06-120

##### Amending Section 4 Salary Table and Index

- Effective Pay Period 21 of 2019 – 3.0% base wage increase.
- Effective Pay Period 15 of 2020 – 2.0% base wage increase.

### B. MUTUALLY AGREE

The County of Merced and MCLES, representing Bargaining Unit 30 mutually agree on the following bargaining unit provisions:

#### Health Plan Benefits

The employer will contribute to the health care plan, up to maximum contributions as follows:

	Employer	Employee	Maximum Contribution (Blended)
Individual	100% up to the maximum contribution	Any amount over the maximum contribution	\$420
Spouse	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$220
Child	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$100
Family	50% up to the maximum contribution	50% plus any amount over the maximum contribution	\$330

The employee's share of premium over the County maximum contribution will be deducted through the normal bi-weekly payroll process. Administrative fees to run the health plan will be excluded from the maximum contribution amount.

#### Vacation Sell Back

Unit 30 employees may elect to sell back a maximum of forty (40) hours of accrued vacation time once during each year. Under this provision, payment will be based on their calculated hourly wage rate at the end of Pay Period 24 and issued for Pay Period 25.

## **SDI**

At no additional cost to the County, employees will opt out of SDI and go into a voluntary plan (paid for by the employees) with a contract approved by the Board of Supervisors, and as allowed by law. If employees are not able to opt out of SDI based upon a two-year mandated limit on the number of opt ins/out of SDI, employees will not incur costs related to such inability.

## **CATASTROPHIC LEAVE**

Employees can donate 32 hours to Catastrophic Leave annually.

## **WORKERS' COMPENSATION**

Modify existing language in the Human Resources Rules and Regulations 2007-22, Section 2.G.1.g, as follows:

For Unit 30:

### **G. EMPLOYEE BENEFIT PROGRAMS FOR INJURY OR ILLNESS**

#### **1. Workers' Compensation Program (WC)**

##### **g. Medical Treatments Covered by WC**

Employees will be required to use his/her accrued leave balances for medical treatments (i.e. physician visits, check-ups, lab test, or physical therapy sessions) related to an injury or illness covered by WC and scheduled when an employee is working.

### **C. EMPLOYEE DATA**

The County will submit the following data to the representative of the Merced County Law Enforcement Sergeant's Association, with respect to members of the Law Enforcement Sergeant's Association (MCLES), Bargaining Unit 30 employees:

Name  
Classification  
Department

### **D. SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Both parties agree to conduct meet and confer meetings to begin in March of 2021.

### **E. EXCLUSIVE REPRESENTATION**

In accordance with Section XI of the Employer/Employee Relations Policy Resolution 91-345, an employee organization certified as the exclusive representative of MCLES shall have the right to exclusively represent its unit before the appropriate management representatives in matters regarding wages, hours, and other terms and conditions of employment in the meet and confer process.

#### **F. NEW EMPLOYEE ORIENTATIONS**

The Union shall be allowed a representative at countywide orientations for new employees or at departmental orientations held in place of countywide orientations. Such representatives shall be allowed fifteen (15) minutes to complete a presentation and answer questions of employees in classifications represented by the organization. The union may present informational packets to represented employees at such orientations, such packets being subject to prior review by the County. The County or the department, as the case may be, shall provide reasonable notification to the union in advance of such orientation sessions for new employees.

#### **G. LABOR MANAGEMENT RELATIONS COMMITTEE**

1. The county agrees to establish a Labor – Management Relations Committee (LMRC) to meet on a quarterly basis to discuss common issues including, but not limited to safety issues and policies, contract interpretation and administration, catastrophic leave, FMLA, application and administration of the grievance and appeals procedures and changes or modifications to county rules and regulations.
2. The committee shall meet each quarter, or as necessary, at times and for durations that are mutually agreeable. Each party shall send no more than three (3) members to each Committee meeting. MCLES members shall be provided release time with pay, if the meetings occur during their regular work hours. Both parties agree to provide an agenda of proposed meeting topics to the other at least five (5) working days before each scheduled quarterly meeting. No quorum will be required as long as a member is present from each party. Both parties agree that if there are no items to discuss at the quarterly meeting it will be cancelled.
3. The LMRC is not empowered to supplant contract negotiations or abrogate the established disciplinary processes or grievance and appeal processes. Agreements reached by the LMRC that affect the language or interpretation of the contract shall be included as side letters.

#### **H. UNIT 30 SPECIFIC RULES AND REGULATIONS**

As a reference, Merced County Rules that are applicable to all County employees will remain in the Merced County Human Resources Rules and Regulations document. Only those items specific to MCLES – Unit 30 have been moved into this MOU as follows:

##### **Working Hour, Work Week and Overtime**

1. All County Offices shall operate and be open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless the Board of Supervisors specifically approves other operating hours.
2. Eight (8) hours shall constitute a day's work for all employees unless otherwise provided in Section C of Human Resources Rules and Regulations, excepting "Permanent Part-time, Variable Shift, Intermittent, Seasonal and Extra-help employees".
3. Except as may be otherwise provided in the Human Resources Rules and Regulations, and excepting "Permanent Part-time, Variable Shift, Intermittent, Seasonal and Extra-help employees" and employees assigned to work an alternate work schedule, the official work



week of the County of Merced shall begin at 11:00 p.m. on Sunday and shall be five (5) working days of eight (8) hours each. It shall be the duty of each department head to arrange the work of his department so that each employee therein shall work not more than five (5) days in each calendar week except that a department head may require any employee in his department to temporarily perform services in excess of five (5) days per week when public necessity or convenience so requires.

4. "Overtime" for employees assigned to work a regular 40 hour work week shall be defined as time actually worked beyond eight (8) hours in a day, or forty (40) hours in a work week. Holidays and CTO (compensatory time off) shall be considered hours worked. Overtime for employees assigned to work an alternate work schedule (AWS) shall be defined as time actually worked beyond their regularly scheduled hours in the designated workweek.
  - a. The County retains the option to establish the official work period for law enforcement personnel (as represented in Certified Bargaining Unit 30) at 28 days, pursuant to Section 7(k) of the Fair Labor Standards Act (FLSA).
5. If in the judgment of a department head, work beyond the normal workweek provided in this Resolution is required, he/she shall authorize such overtime to be compensated for in pay or equivalent time off at the rate of time and one-half. Overtime compensation will be paid to the nearest quarter-hour. Amounts of up to eight (8) minutes may be rounded down, but amounts over eight (8) minutes must be rounded up. Employees may accumulate up to one hundred-twenty (120) hours of Compensatory Time Earned (CTE). Overtime earned that would increase an employee's CTE balance beyond 120 hours must be paid. Either paid overtime or Compensatory Time Earned (CTE) must be approved in advance by the Department Head or designee. Employees will be permitted to use accrued CTE as requested, provided it is requested with adequate advance notice and does not unduly disrupt department operations. (Requiring the use of overtime to replace an employee utilizing CTE is not considered unduly disruptive to a department's operations.) Employees may request and be paid overtime services at the rate of time and one-half upon approval of the department head and provided funds for such overtime payment have been appropriated in the departmental budget. Such overtime compensation shall be separately itemized on the biweekly payroll. Department heads shall request advance approval for payment of overtime in excess of the overtime contained in the line item appropriation of the departmental budget and such approval shall be in writing from the County Executive Officer. Copies of prior authorization for overtime payment shall be provided to the Auditor-Controller's Office and Human Resources. The County Executive Officer shall have authority to monitor the overall use of overtime in the County.
6. Compensatory time earned should be used for approved time off prior to using earned vacation time. Department heads shall deny use of vacation hours to cover approved time off whenever the affected employee has an unused comp time balance to substitute for all or part of the approved time off. The exception would be if the employee was nearing their maximum vacation accumulation.
  - a. Sheriff Department personnel working on outside police protection shall be paid at time and one-half their regular rate of pay.
  - b. Sheriff Department personnel attending quarterly shift change meetings, POST required and State-mandated training classes, along with any other in-service training sessions that are designated mandatory, and are held outside of an employee's duty hours, shall be compensated at time and one-half rate in either

time off, or pay where funds are available. All other in-service training shall be voluntary for off-duty personnel.

7. Alternate work schedules may be established by a department upon completion of the following:
  - a. Development of plans, following approval by the department head, and appropriate Certified Employee Organization(s).
  - b. Submission of the plan to the County Executive Officer and Director of Human Resources for appraisal and approval.
  - c. Changes to existing approved AWS plans require approval of department and Union.
8. It shall be the responsibility of all employees to report to work on time.
  - a. If an employee reports to work late, the department head has the option to allow the employee to make up the time during the same work day, or charge it to earned sick leave, if appropriate, to earned vacation or CTE, in one-quarter (1/4) hour increments rounded to the nearest one-quarter (1/4) hour.
  - b. If, in the judgment of the department head, an employee's tardiness is excessive and the department head elects to dock the employee for tardiness, the amount charged shall be to the nearest quarter-hour. Amounts of up to eight (8) minutes may be rounded down, but amounts over eight (8) minutes must be rounded up.
  - c. The department head shall be consistent in his/her application of these tardiness options.

#### **Holidays**

1. A new employee whose first working day is the day after a paid holiday shall not be paid for that holiday.
2. An employee who is terminating his employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday, shall not be paid for that holiday.
3. An employee who is on a leave of absence without pay in such a way that he is not authorized any pay for both the regularly scheduled working day before the holiday and after the holiday shall not be paid for that holiday.
4. Any Non-Exempt employee who may be required to work any holiday, shall be entitled to compensatory time off for such work. Any non-exempt employee whose regularly scheduled day off falls on any holiday herein mentioned, shall be entitled to an additional day off. All CTE rules in Section 5 above, Working Hours, Work Week, and Overtime, shall apply for Holiday CTE earned. Compensation for holidays shall be at the straight time rate. Contractual employees are excluded from holiday benefits with pay. Extra-help employees are not entitled to paid holidays.

5. Employees represented by Bargaining Unit 30 will have the equivalent time off as Holiday CTE if they are required to work a holiday. Any unused Holiday CTE will be paid annually in the pay period which includes October 1<sup>st</sup>.
6. In the case of employees working under an alternate work schedule, Holidays as contained in this Section shall be determined to consist of eight working hours, unless otherwise provided in the alternate work schedule.
7. Variable shift employees receive four (4) hours for Holiday or Personal Holiday pay unless they have a recent 6-month working history (January 1 thru June 30 or July 1 thru December 31). Those with recent payroll history as a permanent or variable shift employee receive holiday pay equal to the average daily hours worked based on the six months of payroll that would apply.

The following are hereby established as holidays for all full time employed County employees:

- a. **January 1**, New Years Day
- b. **Third Monday in January**, Martin Luther King's birthday
- c. **February 12**, Lincoln's Birthday
- d. **Third Monday in February**, Washington's Birthday
- e. **Last Monday in May**, Memorial Day
- f. **July 4**, Independence Day
- g. **First Monday in September**, Labor Day
- h. **Second Monday in October**, Columbus Day
- i. **November 11**, Veteran's Day
- j. **November** (The day designated as Thanksgiving Day)
- k. **November** (The day after Thanksgiving Day)
- l. **December 25**, Christmas Day

A holiday that falls on a Saturday will be observed on the Friday before the holiday. When it falls on a Sunday it will be observed on the Monday following the holiday.

- m. **Optional Holiday** - This shall mean any consecutive eight (8) hour working day during the fiscal year selected by an employee and approved by his department head. Selection of the Optional Holiday by the employee shall be requested at least fifteen (15) days prior to the date requested, except in cases of emergency and for special circumstances that would require immediate approval by the department head. Any employee who has requested, in writing, their optional holiday within the prescribed time frames, and had it denied due to departmental workload constraints, shall be paid for that day in the first pay period following the end of the fiscal year.
- n. The above constitutes the official designated holidays for Merced County with the exception of special days proclaimed by the President or Governor.

#### **Vacation**

1. Every employee in a regular full time position or Employment At-Will Status shall be entitled to paid vacations of approximately ten (10) days per year during the 1st five (5) years of continuous employment, fifteen (15) days during the 2nd five (5) years of continuous employment, and twenty (20) days after ten (10) years of continuous employment. Said vacation shall be earned and credited on a paid regular scheduled



work hour basis as hereinafter provided, with no credit to be applied during the progress of any pay period or for any portion of pay period during which the employee terminates his County service and not to exceed credit for more than the following during a biweekly pay period:

80 Paid regular scheduled working hours in a biweekly pay period for a 40-hour work week;

Years of Service/Regular Hours Worked	Vacation Hours/Days Earned (per hour worked)	Full-Time Employee's Vacation Accumulation Account Limit	Variable-Shift Employee's Vacation Accumulation Account Limit	40 additional vacation hours will be credited to account:
0 – 5 Years Up to 10,400 hrs	(.03846) 10 Days per year	160	80	At completion of 10,400 hours worked.
5 – 10 Years Up to 20,800 hrs	(.0577) 15 Days per year	240	120	At completion of 20,800 hours worked.
10 Years & over Above 20,801 hrs	(.07694) 20 Days per year	320	160	N/A

2. Variable-Shift employees shall earn vacation based upon each paid regular work hour. After completion of five (5) years of continuous service (130 biweekly pay periods) in which the employee worked at least 32 hours in each pay period, the employee's vacation account will be credited additional vacation hours equal to their average weekly hours worked, up to a maximum of 40 hours. After completion of ten (10) years of continuous service (260 pay periods) in which the employee worked at least 32 hours in each pay period, the employee's vacation account will be credited additional vacation hours equal to their average weekly hours worked, up to a maximum of 40 hours.

Intermittent, Extra-help, or seasonal employment shall not be entitled to any vacation at all.

### 3. Vacation Scheduling

- a. Each department head shall be responsible for scheduling the vacation of employees in such a manner as to achieve the most efficient functioning of the department and the County Service.
- b. When a conflict exists among the designated preferences of employees in the same work unit, seniority, as defined in the "Seniority" Section of this MOU shall prevail in order to resolve such conflicts, unless in the judgment of the department head such scheduling would adversely affect the efficient operation of the department during the period requested. The department head shall post a vacation schedule in the appropriate work unit or on a departmental bulletin board within thirty (30) days after completion of the selection period, or no later than March 1st.
- c. Sheriff's employees represented by Unit 30 shall designate their preference for vacation leave on a form provided by the Department, prior to each shift rotation.

Such selection shall be for vacation to be taken during the upcoming shift rotation only. Rotation of shifts in the Sheriff's Department is currently at four (4) month intervals and occur three (3) times in each twelve (12) month period (January, May & September).

1. Shift assignments shall be posted twenty (20) days prior to the shift change. Once the upcoming shift assignments have been posted, employees assigned to each shift will then be allowed to designate their preference, by seniority, for scheduled vacation for that shift rotation only. The vacation sign up shall remain up for ten (10) days after shift assignments have been posted. Vacation requests shall be approved or denied within seven (7) days after the vacation sign-ups have been taken down.
2. Employees on each shift shall bid, by seniority, in the following manner: beginning with the most senior employee and following in seniority order, each employee may make one (1) vacation request which must consist of a minimum of three consecutive days (24 hours of vacation) off, up to the maximum allowed by Human Resources Rules and Regulations, Section 2, E, 1.
3. After each employee on the shift has had the opportunity to select a single block of vacation time as described above, employees may then bid, in order of seniority, for remaining available vacation slots up to the maximum set by Human Resources Rules and Regulations 2, E, 1. Vacation days selected in the second round must be consecutive days. If an individual employee has a change in shift between scheduled shift rotation, vacation schedule approval for time bid will be at the discretion of the new Shift Commander/Sergeant. Any approved, scheduled vacation leave for each shift rotation shall be taken unless Human Resources Rules and Regulations, Section 2, E, 12 applies.
4. After the vacation schedule is taken down and approved, further requests for vacation during the shift will be approved or denied on a first come, first approved basis.
- d. The department head shall have the right to change said vacation requests if such requests conflict with the efficient functioning of the department and the County Service. It shall be the obligation of the department head or his/her designated representative to notify the affected employee as soon as possible after said conflict becomes known to the department head. No employee shall lose any vacation time due to such action.
- e. Notwithstanding the above, employees may request to use vacation time whenever, the need for such becomes known. The department head or his/her designated representative may approve or deny such requests.
4. In any use of vacation, the minimum charge to the employee's vacation account shall be one-quarter hour, while any additional actual absence over one quarter hour shall be charged to the nearest quarter hour increment.
5. No person shall be permitted to work for compensation for the County in any capacity during the time of his paid vacation from the County Service.

6. An employee who becomes ill or injured during their vacation leave will have the opportunity of using sick leave for the period of illness or injury provided a physician's statement is furnished as proof of such illness or injury, to the department head upon return to work.
7. If a designated holiday occurs during the work week in which vacation leave is taken by the employee, the holiday shall not be charged to vacation leave.

#### **Sick Leave**

1. Except elective officials, each full time employee of the County of Merced shall earn .0462 hours of sick leave with pay for each paid regularly scheduled working hour to a maximum of:

##### **80 Working hours for 40 hour work week;**

Sick leave earned shall be added to the employee's sick leave accumulation account on the completion of the pay period. No credit to be applied during the progress of a pay period.

2. Sick leave earned may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical and dental office calls when absent during working hours for this purpose. Such leave earned may also be used by an employee when an illness or injury of an immediate family member, as defined in 2, a, is serious enough to require the employee to be absent from duty to personally care for such a person.
  - a. "Immediate" family refers to an employee's current relative which is defined as follows: Husband, wife, registered domestic partner, child (biological, foster or adopted child, stepchild by current marriage, legal ward, child of a domestic partner, or a child of a person standing in loco parentis), parent (biological, foster or adoptive parent, a step-parent, or a legal guardian), sister, brother, father-in-law, mother-in-law, grandparents, son-in-law, daughter-in-law, and grandchildren, permanently residing in the employee's household, with the following exceptions:
    1. For the purpose of this section, a child does not have to permanently reside in the household.
    2. In addition to the reasons listed above, the Paid Sick Leave Law (AB1522) also entitles employees to the accrual of up to 3 paid sick days (24 hours) in a 12 month period for an employee who is a victim of domestic violence, sexual assault or stalking. The paid sick leave (3 days/24 hours) will be issued annually according to the employee's anniversary date. Under AB1522 the qualifying family member does not have to reside in the employee's household.
  - b. In instances involving the use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one-quarter hour while any additional actual absence over one quarter hour shall be charged to the nearest quarter hour increment. Such sick leave with pay can only be granted in accordance with Section 2, F, 2 of the Human Resources Rules and Regulations.
  - c. Family sick leave may be used in conjunction with approved Family Care Leave (Section 2, H, 2 of the Human Resources Rules and Regulations) to the limits described in the Section above.

3. Employees engaged in permanent, regular, continuous, and part-time service as specified in the Salary Resolution, based upon a definite work schedule shall be allowed sick leave by reducing the amount of sick leave earned in direct proportion as such part-time service compares to regular full time service.

"Variable Shift Employees" may use sick leave for those days the employee is scheduled to work and may not exceed 8 hours in a day or 40 hours in a biweekly pay period. In any biweekly pay period, total paid regular work hours when added to paid sick leave may not exceed 80 hours.

4. All employees, upon return to work after an illness or medical/dental appointment, shall complete a Certificate of Illness Form, signed by the department head, such form to accompany the biweekly payroll on which the illness is shown. In the event this form does not accompany the biweekly payroll, the time away from work will be charged to either earned vacation or the employee shall be marked absent on the payroll. No sick leave will be honored without completion of this form. Employees working in departments utilizing a County approved automated timekeeping system can use the applicable electronic request and approval process and will not be required to fill out a paper form.
5. If, in the judgment of a department head, an employee may be using sick leave improperly, or a department head has reasonable cause to believe an employee may be intending to improperly use sick leave, (for employees in Unit 30), or if the department is experiencing a job action such as a sick out, blue flu, strike, work stoppage, or other concerted activity
  - a. Should the affected department head, pursuant to the provisions of this section, demand that a Unit 30 employee obtain medical verification, the following conditions shall apply:
    1. The employee may obtain verification of illness from his/her personal physician;
    2. Verification may be obtained on County time; and
    3. The cost of the doctor's appointment to obtain verification will be borne by the County (limited to actual employee costs under the County Health Plan).
  - b. The foregoing subparagraph a. shall not apply, however, when the affected department head reasonably determines that a sick-out or other concerted job action is being taken by the Association on the day(s) on which the employee is claiming to be ill. Should such a determination reasonably be made, verification of illness shall not be paid for by the County, nor may the employee charge the time taken for medical verification to the County, unless it is positively verified that the employee was actually ill on the day(s) in question.
6. When an employee is absent for more than five (5) consecutive working days (or 40 consecutive regular work hours as per alternate work schedule), the employee shall present a statement by the employee's physician releasing the employee for normal duty. If such statement is not provided by the employee, the department head may require an immediate examination by the Health Officer, relating to the illnesses or injuries which caused the absence, prior to permitting the employee to return to work.

An employee shall have the obligation to notify his or her immediate supervisor before leaving the job because of sickness or illness, and thereafter to notify the immediate supervisor daily of any continued absence unless the employee has stated an estimated date of return to work.



7. Employees who have accumulated unused sick leave upon service retirement, excluding deferred retirement, and upon disability retirement or death will have it distributed as follows:
- After 5 years of continuous service, 25% of the employees accumulated unused sick leave, up to a maximum of 480 hours will be contributed to the employee's accumulated sick leave sell-back at retirement. Of that sell-back amount, 50% up to a maximum of 240 hours will be contributed to the employee's Post Employment Health Plan (PEHP) account, and 50%, up to a maximum of 240 hours will be paid to the employee. The remaining accumulated unused sick leave will be credited toward service time as of the date of retirement. As an option, Unit 30 employees may elect to credit the remaining sick leave sell-back hours after the PEHP contribution, toward service time, as of the date of their retirement, with that time in addition to their service credit.
  - After 10 years of continuous service, 50% of the employees accumulated unused sick leave, up to a maximum of 780 hours will be contributed to the employee's accumulated sick leave sell-back at retirement. Of that sell-back amount, 50% up to a maximum of 390 hours will be contributed to the employee's PEHP account, and 50%, up to a maximum of 390 hours will be paid to the employee. The remaining accumulated unused sick leave will be credited toward service time as of the date of retirement. As an option, Unit 30 employees may elect to credit the remaining sick leave sell-back hours after the PEHP contribution, toward service time, as of the date of their retirement, with that time in addition to their service credit.

Annual Sick Leave Sell Back:

County employees shall have the option of participating in a plan to buy back a portion of their accumulated sick leave hours upon meeting certain criteria as outlined below: Payment for this sick leave will be based on the hourly wage rate of the employee at the end of Pay Period 24 and issued with paychecks for Pay Period 25. This cash out will be based on the employee's regular rate of pay and will not include any special pays.

Employees who have a sick leave balance of at least 156 hours at the end of Pay Period 24 and have used less than 100 hours of sick leave during the previous 26 pay periods may cash out up to 50% of the difference between 100 hours and the number of hours actually used during the previous 26 pay period up to a maximum of 50 hours.

Examples:

Sick Leave Balance	Maximum Hours Allowed	Hours used during the previous 26 PP's	Available Cash Out Hours
156	100	0	$100 - 0 = 100 \div 50\% = 50$ hours
170	100	10	$100 - 10 = 90 \div 50\% = 45$ hours
200	100	20	$100 - 50 = 50 \div 50\% = 25$ hours



## Seniority

1. Seniority shall be determined by length of continuous paid employment within a classification (or series, if applicable), within a department. Time on SDI, PFL or LTD will be included in calculating seniority while the employee is coordinating with vacation, sick leave, or compensatory time off. Unpaid leave or suspension shall not be included in calculating seniority. If the length of service within a classification is the same for two or more employees, The length of continuous paid employment from original date of hire shall determine seniority.

Time off payroll resulting from SDI, PFL and medical leave of absence, will count as time worked to establish seniority for Unit 30 employees in the Sheriff's Department for the purposes of this Section.

2. Seniority for employees represented by Bargaining Unit 30 shall be determined by length of continuous paid employment within the current classification.
3. Seniority shall be recognized in the event of:
  - a. Reduction in Force (see Section 2, W in the Human Resources Rules and Regulations).
  - b. Recall
  - c. Assignment of Shifts
  - d. Work Site location changes within a department.
  - e. Scheduling of vacations in accordance with the provisions in "Vacation" Section.
  - f. Holidays - Based on continuity of service.
  - g. Voluntary Demotions - In accordance with Section 2, P - Demotions in the Human Resources Rules and Regulations.
  - h. Overtime - Overtime shall be assigned on an equal basis except in those cases where continuity of service is required and shall be in accordance with Section 2, C of the Human Resources Rules and Regulations.
  - i. Bilingual assignment. If additional bilingual positions become available, those positions will be offered to the most senior certified bilingual employee(s) first. If it is necessary to reduce the number of bilingual assignments, the certified employee(s) with the least seniority shall be removed from the bilingual assignment(s).
4. Notwithstanding the foregoing, if the appointing authority determines that the public interest will not be served by the application of seniority as defined in the subparts "a" through "i", the appointing authority may depart therefrom on the basis of a clearly demonstrable superiority in performance and/or qualifications. In such case, the appointing authority shall notify the employee(s) affected by this ruling. The affected employee(s) shall have the right to appeal in accordance with the appeals procedure contained in the Human Resources Rules and Regulations.

5. The rule of seniority may be set aside to provide accommodation for placement of a disabled employee in the event of shift assignments or work site location changes.
6. Employees hired **on or after September 1, 1998** who accept an Employment At-Will position shall not be eligible for reinstatement to a previously held classification or class series, or to use seniority provisions of this Resolution.

#### **Probationary Period**

1. All persons accepting a regular position with the County are initially placed on probation. The probationary period is an extension of the selection process, and must be successfully completed before an individual becomes a permanent employee. During the probationary period, employees may be dismissed without notice or stated cause. All Unit 30 employees will serve a probationary period of 2080 regular paid hours.
  - a. Employees hired in law enforcement classifications which require P.O.S.T. training shall begin their probationary period following completion of the P.O.S.T. Academy and immediately upon commencement of duty in the department.
2. Employees who receive an overall unsatisfactory evaluation rating may have, at department head discretion, the probationary period extended an additional 520 paid work status hours, not including overtime, unpaid leaves or time off on Workers' Compensation status.
3. Except as provided in (a.) above, employees in a 1040 hour probationary classification who become employed in a 2080 hour probationary classification shall be required to serve the remainder of the 2080 hour probationary period with credit for the probation time already served in the previous classification.
4. Upon successful completion of the probationary period, the employee shall become a regular permanent employee.

#### **Grievance and Appeal Representation**

1. The County agrees that in keeping with the Merced County Employer/Employee Relations Policy, employees shall have the right of representation of their choice in the appeals and grievance process.
2. A written list of the stewards, broken down by departmental areas of responsibility, shall be furnished the County immediately after their designation and the Union shall notify the County promptly of any changes of such Stewards. Stewards shall not be recognized by the County until such list of changes thereto are received by the County Executive Officer.
3. At the request of an employee, a steward shall be relieved of duty without loss of pay to assist such employee in accordance with the following conditions:
  - a. If the issue is of a grievance nature, the Steward shall be relieved in accordance with the provision of the Grievance Procedure. However, if the issue is of a formal disciplinary nature involving a written reprimand for which a notation is made in the employee's personnel file, the employee shall have the right, upon request, to the presence of a steward at the time such action is taken.

- b. If the issue is of a disciplinary nature involving a suspension, demotion, or dismissal a steward may be released to represent an employee at the initial meeting, if the employee or the supervisor so requests, provided, however, that the employee is advised of the right to representation. After the initial meeting, the employee shall have the right to representation in accordance with the Appeals Procedure.
- c. Stewards shall be relieved of duty provided the grievance or disciplinary action is in his assigned area, and subject to prior notification and approval of his supervisor.

### **Disciplinary Action**

- A. Any regular permanent employee in the County service may be disciplined for just cause and such cause shall be based upon incompetence, misconduct or employee conduct which reflects discredit upon the public service or which interferes with the effective performance of the duty assignment of the employees, the effective performance of the duty assignment of other County officers, employees, or with the effective performance of the department in which he is employed.

All employees may have a representative of their choice at any meeting between the employee and a supervisor or other management where the employee reasonably believes the meeting may lead to disciplinary action, so long as the representative does not unduly delay or obstruct the meeting.

- B. Types of Disciplinary Action

- 1. Written Reprimand
- 2. Suspension
- 3. Reduction in Salary Range Step
- 4. Demotion
- 5. Dismissal

Employees who are exempt from FLSA are not subject to disciplinary reductions in pay that would be in violation of FLSA.

- C. Causes for Disciplinary Action

- 1. Incompetence
- 2. Inefficiency
- 3. Insubordination
- 4. Neglect of Duties
- 5. Absent without leave
- 6. Dishonesty
- 7. Fraud in securing employment
- 8. Discourteous treatment of the public or other employees
- 9. Violation of the Drug-Free Workplace Policy and/or Merced County Alcohol and Drug Testing Policy.

10. Drinking of alcoholic beverages on the job, or reporting for work under the influence of alcohol or intoxicants
11. Addiction to narcotics or other habit-forming drug.
12. Conviction of any felony or misdemeanor, including a conviction pursuant to a plea of "no contest" to any crime.
13. Failure to pay just debts, as reflected by multiple or repeated salary execution, Court judgment and/or repeated contact by creditors during working hours
14. Violation of any County code or lawful departmental or County regulation or code
15. Improper political activity as provided in the Human Resources Rules and Regulations or by Government Code
16. Conduct unbecoming a public employee or reflecting discredit upon the department or County service
17. Willful abuse or damaging of public property
18. Misappropriation of public property or funds
19. Disorderly or immoral conduct
20. Sexual Harassment
21. Violation of the County Workplace Violence Policy.
22. Other employee conduct that may constitute cause for disciplinary action that is not specifically enumerated by the above

D. Skelly Process

In disciplinary actions that involve a regular permanent employee's dismissal, suspension or reduction in rank or salary range step, the employee shall be notified of the proposed disciplinary action by the department head or his/her designee at least five (5) working days prior to the effective date of the proposed action.

1. Notice of Intent to Discipline: The Notice of Intent to Discipline shall include:
  - a. A statement of the cause and of the specific acts and omissions upon which the disciplinary action is based;
  - b. If it is claimed that the employee has violated a rule or regulation, a reference to the specific rule or regulation;
  - c. A statement of the disciplinary action proposed;
  - d. A statement that the employee has a right to respond verbally or in writing in a pre-disciplinary hearing (Skelly hearing).

The employee has a right to appeal in a pre-disciplinary (Skelly) hearing such a decision and charges to the Department Head or his/her designee if requested within five (5) working days after service of the notice. The five (5) day time frame can be extended by written mutual consent. (Agreement by electronic format is sufficient).

2. Such actions involving all other employees, including probationary employees, remain unaffected. In the case of employees working an alternate work schedule, the term "working days" shall mean Monday through Friday during the County's regular workweek. Holidays and furlough days are excluded from this time period.
  - a. The department shall provide to the employee and his/her representative, if representation is desired, a written copy of the reasons for the action including statements of the charges and documents upon which the action is based.
  - b. Employees shall be notified of their right to respond orally or in writing, to the charges prior to the effective date of the proposed action. The employing Department Head or his/her designee will consider the response by the employee to the charges.
  - c. The pre-disciplinary (Skelly) hearing or written response to a Notice of Intent to Discipline is intended to provide the employee with an opportunity to respond to the charges against him/her as set forth in the Notice of Intent to Discipline. As such, the employee should bring with him/her, or produce, any and all documents which he/she would like to be considered. However, the employee does not have the right to present witnesses for examination or cross-examination.
  - d. Final Notice of Discipline: The Department Head and/or his/her designee will consider any response by the employee to the charges. He/she will notify the employee of his/her decision in writing to either:
    1. impose the intended discipline;
    2. to reject the intended discipline altogether; or
    3. to impose a lesser discipline
  - e. The Final Notice of Discipline shall be served personally on the employee or served by U.S. certified mail to the employee's most current address shown in the personnel records of the County Human Resources Department.
  - f. Other disciplinary action, up to and including suspension, may be taken without prior notice in cases where it is indicated that the employee's continued presence at the work site could have detrimental consequences as determined by the department head or his/her designee. In such cases, notice shall be provided within a reasonable time after the fact, but no later than five (5) working days. Paid Administrative Leave time does not count towards the calculation of the five working days.

#### E. Personnel File

A copy of all written disciplinary actions shall be provided to the employee and filed in his/her personnel file. An employee shall have the right to answer such action in writing within ten (10) working days and such answer shall be filed in his/her personnel file. The employee shall have reasonable access to review his/her personnel file.



1. In the absence of the employee, a signed statement by the employee authorizing the designated representative to review his/her personnel file will be acceptable.
2. Disciplinary actions more than twelve (12) months old, which were made a part of the employee's personnel file and for reasons that are non-related to any further disciplinary action, shall not be considered in such disciplinary action regarding the employee.
3. For Unit 30, written reprimands issued for reasons other than use of excessive force, shall be removed from an employee's personnel file after twelve (12) months.

## Grievance Procedure

### A. Statement of Purpose

Procedure is hereby established to permit systematic consideration of an individual employee grievance. The object of this procedure is to resolve grievances as informally as possible and within the organization, unit, and level in which the grievance has arisen. It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. The Grievance Procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor or department head.

### B. Scope

1. A grievance is an alleged violation of a County or departmental policy, procedure, established practice, or provision of an MOU by a grievant's department, supervisor, or other County management employee. A grievant is an employee who declares they have been adversely affected by the alleged violation.
2. The following are excluded from the Grievance Procedure:
  - a. Dismissals, suspensions, demotions, disciplinary salary reductions, written reprimands, recruitment and selection issues, reclassifications and other matters that have other means of appeals. For written reprimands, employees covered by POBRA may utilize the current administrative appeal up to the Department Head/designee process as outlined in Section 8.D. of the Human Resources Rules and Regulations.
  - b. Those employees subject to State Regulations, who shall use the appropriate complaint procedure.
  - c. Counseling memos or employee performance evaluations, except performance evaluations which result in a denial of a merit step increase. Such case is not discipline and the employee retains the burden of proof.
  - d. Meet and Confer Items or unfair labor charges. Such items will be handled through the Meet and Confer process and/or filed as unfair labor practices with the Public Employee Relations Board (PERB).
3. Final determination on a grievance's applicability under this Section or the EERP shall rest with the County Executive Officer or his/her designee.

C. Submission of Grievance

1. Any individual employee shall have the right to present a grievance. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance will be handled as a single grievance.
2. Any Union or Association may elect not to represent non-dues/fee paying members. If the grievance is taken to the Administrative Hearing Officer level, the decision of the Administrative Hearing Officer shall not be used to establish a precedent if the Union or Association elected not to represent the employee or group of employees.
3. By written mutual agreement between the parties:
  - a. The time limitations at any level in the grievance procedure may be extended.
  - b. A grievance may revert at any time to a prior level for reconsideration.

D. Procedure

1. Informal Process

- a. If an employee feels that he or she has a grievance relating to his/her work situation, he/she shall verbally present his/her grievance to the immediate supervisor within ten (10) working days from the occurrence that gave rise to the grievance, or ten (10) working days of when the employee knew or reasonably should have known of such occurrence.
- b. The immediate supervisor shall meet with the employee within five (5) working days after the grievance is presented to discuss the grievance in an effort to clarify the issue and to cooperatively work toward a settlement.
- c. The immediate supervisor shall verbally present his/her decision no later than five (5) working days after the informal discussion. If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer the grievance to the next level in the procedure.
- d. The employee may request the assistance of another person of his/her choosing to act as a representative during the informal discussion, or he/she may be represented by a recognized employee organization of which he/she is a member. The employee and his/her representative may use a maximum of thirty (30) minutes of work time to prepare the informal grievance.
- e. Grievances not resolved or responded to in the informal process may be advanced to the formal process.

2. Formal Process

- a. If the matter is still unresolved the employee and his/her representative may then schedule a grievance resolution meeting to discuss the grievance with the employee's department head or his/her designee.
- b. Formal grievances shall be timely submitted in writing on the Merced County Grievance Form.

- c. The employee may request the assistance of another person of his/her choosing to act as a representative in the formal grievance procedure, or the employee may be represented by a recognized employee organization of which he/she is a member.
- d. The employee and his/her representative may use a maximum of one (1) hour of work time to prepare the formal grievance form. The completed formal grievance form shall be forwarded to the employee's department head or designee.
- e. The department head or their designee shall immediately schedule a grievance resolution meeting to be held within five (5) working days of the employee's request.
- f. A Human Resources Department representative may be requested to attend the meeting and act as a neutral third party to facilitate a resolution to the grievance. Every reasonable effort shall be made to find an acceptable resolution by informal means at this level.
- g. The department head or designee shall enter his/her decision and comments in writing and return the original grievance form to the employee within five (5) working days after the grievance resolution meeting.
- h. If the written decision of the department head or designee does not resolve the grievance, the employee may, within ten (10) working days after receipt of the written response, file the original grievance form with the Human Resources Department. Unresolved formal grievances shall be heard by an Administrative Hearing Officer, pursuant to Section 9 of the Merced County Human Resources Rules and Regulations.
- i. It is the employee's responsibility to ensure a copy of his/her completed grievance form is delivered and a written acknowledgement of receipt is provided by County Human Resources within the above time frames.
- j. Any grievance not initiated or pursued within the time limits of the steps, will be considered settled on the basis of the last timely answer by the employer. Failure by the employer to meet the time limits allows the grievance to proceed to the next step of the grievance process.
- k. If an employee does not present his/her grievance, attend scheduled Administrative Hearing Officer hearings, or does not appeal the decision rendered regarding his/her grievance within the prescribed time limits, the grievance shall be considered resolved.

### 3. Administrative Hearing Officer

- a. The Administrative Hearing Officer shall schedule a hearing date within thirty (30) days of selection. It is understood that the thirty (30) days referenced in this section "a" refers to the act of calendaring the hearing and does not mean the date of the hearing shall occur within the thirty (30) days. The Administrative Hearing Officer shall render a written decision within sixty (60) days of the close of the hearing. Time frame may be extended by written mutual agreement by the parties. The Administrative Hearing Officer's decision



shall be in accordance with California Code of Civil Procedures Section 1094.5 requirements. The Administrative Hearing Officer shall have no authority to add to, delete, or alter any provision of the MOU or County Human Resources Rules and Regulations and shall make no decisions in violation of existing law. Copies of the decision will be furnished to all parties.

- b. The written Notice of Decision and Findings of the Administrative Hearing Officer shall be final for purposes of internal administrative exhaustion. Administrative Hearing Officer decisions are not advisory decisions or recommendations to the Board of Supervisors for their further action.
- c. A party seeking to challenge the final decision of the Administrative Hearing Officer in superior or district court must file a petition in a court of competent jurisdiction within ninety (90) days after the Notice of Decision and Findings is mailed to the employee or will otherwise be considered to have waived the right to do so. (Code Civ. Proc. Section 1094.6.)
- d. The procedures, hearing, and/or the Administrative Hearing Officer's written decision provided for under this Section or under these Rules and Regulations shall not be used or interpreted as an agreement of the parties to final and binding arbitration under California Code of Civil Procedure 1280 et seq. (California Arbitration Act). Both parties retain the right to seek judicial review, upon the full evidentiary merits of the Administrative record and the Administrative Hearing Officer's written decision (pursuant to Code of Civil Procedure 1094.5). Neither party agrees to binding arbitration.
- e. An employee who chooses not to exercise his/her right to appeal the imposition of discipline pursuant to this Section shall be barred from appealing the imposition of such discipline in superior or district court for failure to exhaust administrative remedies. This shall include any employee who chooses to prematurely terminate grievance proceedings before the Administrative Hearing Officer has issued the Notice of Decision.

#### **I. UNIT 30 SPECIFIC SPECIAL COMPENSATION**

As a reference, Merced County Special Compensation Rules that are applicable to all County employees will remain in the Merced County Salary Allocation Resolution document. Only those items specific to MCLES – Unit 30 have been moved into this MOU as follows:

##### **Evening/Night Shift Differential**

- 1. Evening and Night Shift differentials shall be paid for regular work shifts of eight (8) consecutive hours or more, including at least four (4) hours between 5:00 p.m. and 8:00 a.m.
  - a. Regular work hours from 5:00 p.m. to 9:00 p.m. will be paid at the evening shift rate.
  - b. Regular work hours after 9:00 p.m. and until 8:00 a.m. will be paid at the night shift rate.

2. Overtime, which is worked as an extension of an assigned shift, shall not qualify an employee for evening or night shift differentials. Evening/Night Shift Differentials shall not be paid for overtime hours.
3. Evening and night shift differentials provided for in this section shall not be considered as part of the employee's base pay when on vacation, sick leave or holidays.
4. **Sheriff's Department**
  - a. Employees in the classification of Sheriff Senior Sergeant, Sheriff Sergeant, Correctional Senior Sergeant, and Correctional Sergeant shall be eligible for shift differentials. Evening shift shall be compensated at the rate of \$0.75 per hour. Night shift shall be compensated at the rate of \$1.00 per hour.

#### **On-Call Time**

1. **Defined**

On-call is defined as the requirement to remain immediately available to report for duty during off duty hours to perform an essential service when assigned by the department head or his/her designee. On-call duty is in addition to and distinct from the normal work week. This section is not applicable to workers who are recalled to work via the Call Back Time process.

2. The following departments/divisions are authorized to make on-call assignments:

Agricultural Comm	Probation
Animal Control	Coroner
Information Systems	Public Works-Buildings
District Attorney	Public Works-Roads
Public Health	Castle Airport Develop. Ctr
Human Services Agency	Sheriff
Behavioral Health	

3. **Compensation**

- a. Compensation shall be provided at the rate of \$3.00 per hour, for assigned employees in Unit 30. On-Call shall not apply to Extra-help employees.
- b. An employee shall be considered back on the job from the time he/she leaves home until returning to his/her home after which time the hourly on-call fee shall not be applied. Assigned employees are expected to handle telephone calls at home without additional recompense other than the hourly on-call fee.
- c. The assigned employee, when required to report back to work to perform services, shall receive a minimum of two hours in pay or compensatory time off, at the discretion of the department head at the rate of one and one-half times the employee's regular straight time rate of pay or equivalent time off. Extra-help employees shall receive a minimum of two (2) hours in pay at one and one-half times their basic hourly rate of pay. FLSA guidelines shall apply only when the extra-help employee has worked more than (40) forty hours in a work week.
- d. Employees in classifications of Sheriff Sergeant shall be compensated at the rate of \$3.50 per hour for court subpoenas issued in criminal matters.



### **Call Back Time**

1. **Defined**
  - a. Call back time is defined as any situation in which the employee is called back to work by the department head or his/her designed after the employee has completed his/her scheduled shift and has departed from his/her place of employment.
  - b. Any employee, when designated by the department head to be on-call, is to be compensated according to Section 8, D and does not come under provisions of Section 8, E of the Human Resources Salary Allocation Resolution.
2. A regular permanent or probationary employee recalled to work outside of and not continuous with regularly scheduled hours shall receive in pay or compensatory time off, at the discretion of the department head a minimum of two hours at the rate of one and one-half times the employee's regular straight time rate of pay or equivalent time off. An employee shall be considered "back on the job" from the time he/she leaves home until returning to his/her home.
  - a. When Unit 30 employees are recalled to appear in court in connection with their official duties, the above (2.) shall apply, except they will receive one (1) additional hour of time, for a total of three (3) hours.

### **Uniform Allowance**

1. A uniform allowance shall be paid to Sheriff Senior Sergeant, Sheriff Sergeant, Correctional Senior Sergeant, and Correctional Sergeant on a semi-annual basis of \$450 in Pay Period 1 and Pay Period 14 each fiscal year of this contract.

### **Other Differentials**

1. Employees in the regular classification of Sheriff Sergeant, or Sheriff Senior Sergeant while serving as investigators, shall receive the nearest higher biweekly salary range or step having a salary approximately 5% higher than the salary received in the regular position.
2. Employees in the regular classifications of Sheriff Sergeant, or Sheriff Senior Sergeant shall receive a one (1) range adjustment (approximately 5%) while serving as a member of the S.W.A.T.
3. Employees in the regular classifications of Deputy Sheriff Sergeant, or Sheriff Senior Sergeant, assigned as Canine team members will receive 3.5 hours of overtime (time and ½ overtime) per week for time spent in the care, feeding, grooming, cleaning, and other needs of the canine as provided in the Fair Labor Standards Act and the rules of overtime. Canine handlers will not be compensated 3.5 hours of overtime weekly, when off work for a full week or more and is unable to care for the canine.
4. Employees in the regular classification of Sheriff Sergeant, Sheriff Senior Sergeant, Correctional Sergeant and Correctional Senior Sergeant who are designated the F.T.O. Supervisor or Reserve Deputy Sergeant, shall receive a differential of 5% when actually performing these duties. Employees already receiving another of the differentials provided for in this Section shall not be eligible for the F.T.O. Supervisor or Reserve Deputy Sergeant differential.

5. Employees in the regular classification of Correctional Senior Sergeant and Correctional Sergeant who are designated the Special Enforcement Reaction Team (S.E.R.T.) shall receive a differential of 5% of their base salary. Department will designate the number of S.E.R.T members. Members of the S.E.R.T. will be required to pass a Physical Agility Test every six (6) months. Failure to pass the Physical Agility Test within two (2) consecutive month physical testing trials will mean automatic removal from the S.E.R.T. Employees already receiving another of the differentials provided for in this Section shall not be eligible for the S.E.R.T. differential.
6. The number of Sheriff Senior Sergeants or Sheriff Sergeants appointed to S.W.A.T. will be maintained at a minimum of two (2) Sheriff Senior Sergeants or Sheriff Sergeants or some combination of the two classes/ranks. The Sheriff/Coroner has sole discretion as to which are appointed, the terms of their appointment, and the total number appointed above the minimum number. Deputy Sheriff/Coroner's, who are a member of the S.W.A.T. team, who are promoted to Sergeant, shall only remain on the S.W.A.T. team with the written approval of the Sheriff/Coroner or his designee.

### **Bilingual Pay Differential**

1. Regular permanent or probationary employees who have been designated by the Department Head to use their bilingual skills on a regular basis to act as interpreters shall receive a pay differential of 65¢ per hour for employees represented by Unit 30.

For Unit 30 bilingual pay differential will be paid for all hours worked including overtime

2. The Department of Human Resources shall formulate policies and procedures for administering examinations to verify employee's language and communication skills.
3. The County departments/divisions and the number of designated positions requiring the use of bilingual skills in the performance of daily work functions are as follows:

District Attorney .....	15	Positions
Sheriff .....	15	Positions
Sheriff-Corrections .....	15	Positions

4. Differential pay provided for in this section shall not be considered as part of the base pay of such employee when on vacation, sick leave or holidays.

Bilingual compensation is pro-rated for less than full time.

The payment of bilingual compensation will be for all hours worked for services in which certification and/or successful completion of the required examination is attained.

Employees that provide bilingual services for more than one language are not eligible to receive additional bilingual compensation for the additional language(s).

### **P.O.S.T. Certificates**

Incumbents in the regular classifications of Sheriff Senior Sergeant, Sheriff Sergeant, District Attorney Investigator I/II possessing a valid P.O.S.T. Intermediate or Advanced Certificate shall receive the following additional compensation upon presentation of such certificate to their department head or designated representative with a copy forwarded to the Department of Human Resources to be filed in the employee's personnel file. Training for these certificates, except P.O.S.T. reimbursed training, shall be at the employee's own initiative and expense. For Unit 30, training for P.O.S.T. certificates, except P.O.S.T. reimbursed training shall be at the discretion of the Sheriff. Additional training shall be at the employee's own initiative and expense, unless the expense and/or necessity of the training is determined by the Sheriff to be mandatory and/or in the best interest of the department.

Effective Pay Period 14 of 2006:

Intermediate Certificate..... 2.5% of base salary

or

Advanced Certificate ..... 5.0% of base salary

### **Sheriff Corrections Certificate Pay**

In lieu of P.O.S.T. Certificates, employees in the classification of Correctional Senior Sergeant and Correctional Sergeant who complete the required education, training and experience for the correctional certificate shall receive one hundred dollars (\$100) per month (\$46.15 bi-weekly rate). Payment of the \$100 per month will commence after the requirements are certified by the Sheriff or designated representative and verified by Human Resources with a copy forwarded to the County's Human Resources Department to be filed in the employee's personnel file. Training for these certificates, shall be at the employee's own initiative and expense.

### **J. JOB ACTION PRECLUSION LANGUAGE**

1. During the term of this agreement neither MCLES, nor its agents, or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County.
2. MCLES agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this agreement, including their responsibility to remain at work during any interruption that may be caused or initiated by others, and to encourage employees violating Section 8.A. to return to work.
3. This provision will be extended through June 30, 2021.

### **K. TERM**

The term of this Agreement shall run from July 1, 2019 through June 30, 2021.