

# ***MEMORANDUM OF UNDERSTANDING***

## ***Addendum***

***Between the County of Monterey***

***And***

***The Monterey County Deputy Sheriffs' Association***

***Safety Management Unit C***

***July 1, 2016 – June 30, 2019***



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## SECTION 1 REPRESENTATION

Unit C represents the following classifications:

District Attorney Investigative Captain  
Sheriff's Commander  
Sheriff's Captain

## SECTION 2: RETIREMENT

### 2.1 Retirement Formulas

Public Employees' Pension Reform Act (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%

Final Compensation: Single Highest Year

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

Employee Cost: 9%

Final Compensation: Three Year Average

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

### 2.2 Public Employee Retirement System (PERS) Contributions

The Monterey County Deputy Sheriffs' Association (MCDSA) and the County agree to a pension cost-sharing arrangement pursuant to Public Employees' Retirement Law 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.

MCDSA and the County agree that the 3% contributed by classic MCDSA 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.

MCDSA 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 The Flexible Benefits Plan

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental, and/or vision coverage for themselves and their 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 MCDSA 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 to administer the various County sponsored insurance programs. These rights include but are not limited to the right to select the County sponsored carriers and claim insurance administrators. 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 County contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

### **3.2 Flexible Benefits Plan Contributions**

#### **3.2.1 CalPERS Medical Insurance Contributions**

The County will provide medical insurance through the 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 cash back of: \$253.79/mo. (employee only); an employee contribution of \$60.62/mo. (employee plus one); and an employee contribution of \$201.27/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.

### **3.2.2 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.

### **3.2.3 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 premium monthly for all eligible permanent employees.

### **3.2.4 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%

### **3.2.5 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 premium monthly for all eligible permanent employees.

### **3.2.6 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:

#### Retirees' Rate above Employees' Rate

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



### **3.3 Life Insurance**

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

### **3.4 Retiree Physical Examination**

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

Permanent unit employees who are regularly scheduled to work twenty (20) hours per week will be eligible to participate in any of the County's health insurance programs.

### **3.5 Health Care Committee**

MCDSA 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 PRACTICES <sup>1</sup>**

### **4.1 Monthly Expense Allowance**

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

### **4.2 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:

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.

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.

### **4.3 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.

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

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 ANNUAL LEAVE

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

### 5.1 Accrual Rate Limit

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

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

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

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

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

### 5.2 Annual Leave Usage

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

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

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

### **5.3 Annual Leave Cash Out**

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

#### **5.3.1 Election to Cash Out Annual Leave**

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 31<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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).

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

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

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

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

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

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

### **SECTION 6 SICK LEAVE**

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

Sick leave balances were frozen at the amount credited to the employee as of January 8, 1982. Sick leave may be used until the sick leave balance is exhausted. Unused sick leave may be paid off upon retirement pursuant to the provisions of the Monterey County Personnel Policies and Practices Resolution. Sick leave may be used in the same manner as prescribed in Article 27 Sick Leave of the Monterey County Personnel Policies and Practices Resolution.

#### **6.2 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.

### **SECTION 7 PROFESSIONAL LEAVE**

Permanent unit employees shall be granted ten (10) days of Professional Leave on January 1 of each year. Employees permanently hired or promoted into a unit classification shall, on the first pay period concurrent with or following their date of hire, be given a pro rata amount, to the nearest full hour, of Professional Leave based on the number of pay periods remaining in the calendar year in which they became Unit C employees (i.e., hired at the beginning of pay period NO. 8:  $26-7=19$ ,  $19/26 \times 40=29$  hours) but in no event shall less than eight (8) hours be credited.

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

## **SECTION 8 FITNESS PROGRAM**

The County and MCDSA 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 9 ADMINISTRATIVE LEAVE FOR OVERTIME EXEMPT CLASSES**

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

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

### **9.1 Emergency Overtime for Exempt Classes**

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

## **SECTION 10 HOLIDAY LEAVE FOR OVERTIME EXEMPT CLASSES**

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

For Safety Unit C

For County of Monterey

/s/ Julie Callahan

/s/ Brette Neal

/s/ Daniel Mitchell

/s/ Patsy Girard

/s/ Nathaniel DiMaggio

/s/ Ariana Hurtado

/s/ David Ramon

/s/ Dennis Wallach