

COUNTY OF NAPA



A Tradition of Stewardship
A Commitment to Service



MEMORANDUM OF UNDERSTANDING

LAW ENFORCEMENT SUPERVISORY UNIT

2016 - 2019

DEPUTY SHERIFFS' ASSOCIATION

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**COUNTY OF NAPA
LAW ENFORCEMENT SUPERVISORY UNIT**

PREAMBLE

To encourage open communication, promote harmonious labor relations and resolve matters of mutual concern, the parties agree to create a joint labor-management committee. The committee will be governed by the following principles:

- (a) The committee will meet a minimum of once every quarter or more often if mutually agreed by the parties.
- (b) The agenda for each meeting will be submitted five working days in advance of the meeting, unless otherwise mutually agreed by the parties.
- (c) The County will release a reasonable number of officially designated union representatives for attendance at the meetings. The number of representatives in attendance will be mutually agreed upon before each meeting.
- (d) The article is not grievable within the meaning of the grievance procedure as defined in Articles 20.0 and 21.0 of this Memorandum of Understanding.

1.0 RECOGNITION

- 1.1 The County of Napa formally recognizes the Napa County Deputy Sheriffs' Association as the representative of County employees in the Law Enforcement Employee Supervisory Unit (hereinafter "Unit"). The term "employee" or "employees" as used herein shall refer to those persons in the Law Enforcement Supervisory Unit established by the County of Napa and included in the employee classifications listed in Addendum A.
- 1.2 This Memorandum is intended to define the wages, hours and other terms and conditions of employment of the employees in bargaining unit described herein.

2.0 DISCRIMINATION

- 2.1 The County will not interfere with the right of those employees in the bargaining unit described herein to become members of the Association. Neither the County nor any of its agents will discriminate, interfere with, restrain or coerce any employee in the Unit determined to be appropriate for representation by the Association because of Association Membership.
- 2.2 The Association shall not discriminate against any employee not affiliated with the Association.

- 2.3 The provisions of this Memorandum of Understanding shall be applied equally to all employees in the Unit regardless of race, color, sex, age, national origin, political affiliation or religious belief.
- 2.4 The County and Union recognize that the County has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the workplace because of a disability. The Union will be advised of any proposed accommodations prior to implementation by the County, if such accommodations impact directly on wage, hours or working conditions of other Unit members. The Union may consult with the County about the consequences of the accommodation and their impact on the wages, hours and other terms and conditions of employment as set forth in the respective Memorandums of Understanding.

3.0 COLLECTION OF FEES, DUES, AND ASSESSMENTS

- 3.1 Upon the written authorization of an employee and approval by the Association President and Secretary/Treasurer, the County shall deduct from the accrued wages of each such employee, after all other required deductions have been made, the sum certified as Association dues, union dues, fees, assessments and insurance premiums and deliver the sum to the DSA President, or his designee. Such deductions shall be made on a bi-weekly basis but no more than twice in a calendar month.
- 3.2 For purposes of the deductions specified in Article 3.1, the Association's authorized representative shall, ten (10) working days in advance of the first bi-weekly payroll period in the following month, notify the County in writing of additions and deletions to its membership. Additions and deletions of payroll deductions for Association dues, union dues, fees, assessments and insurance premiums shall take place only in the first pay period of the month. All deductions shall be an equal amount for bi-weekly payroll purposes.
- 3.3 The amount to be deducted for association dues, union dues, fees and assessments cannot be changed by the Association more than once each contract year. Furthermore, the Association must give two (2) full pay periods prior notice before the effective date of any change.
- 3.4 Delivery of the aggregate amount of association dues, union dues, fees, assessments and insurance premiums deducted from the salaries of employees covered hereunder shall customarily be made by the County on the same day as employees are paid.
- 3.5 The County shall not deduct association dues, union dues, fees, assessments and insurance premiums from the accrued wages of an employee or remit the same to the Association, when an employee who has previously authorized such deductions, requests in writing that the County cancel such previously authorized

deductions. The County shall stop deductions the first pay period in the month following receipt of written notification by an employee, except that the County must have at least ten (10) working days advance notice to do so.

- 3.6 Association agrees to indemnify and hold the County harmless from any and all demands, suits, orders, judgments or other form of liability brought by a third party that may arise out of or by reason of action taken by the County under this Article.

4.0 ASSOCIATION BUSINESS

4.1 EMPLOYEE REPRESENTATIVES

- (a) The Association may select a total of three (3) employee representatives for the purpose of transacting Association business with the County throughout the term of this Agreement. The President and other officers of the Association will normally serve in this capacity. Employee representatives as mentioned in this provision shall not investigate or process grievances.
- (b) The Association may send such employee representatives (not to exceed a total of two (2) without prior approval) to meet at reasonable times during normal working hours for representation before, or conferring with, the Board, its designated representatives or employee relations panel, in conformance with Section 3505.3 of the California Government Code. Approval for additional employee representatives must be obtained in advance from the Director of Human Resources.

4.2 STEWARDS

- (a) The Association may select a total of one (1) steward who must be an employee in this Unit. The Association must also designate one (1) employee in this Unit to serve as an alternate steward in the absence of the officially named steward.
- (b) The Association shall give to each Department Head and the Director of Human Resources a list of names of employees who have been designated as stewards, and shall give notice within forty-eight (48) hours of any change in the persons designated by it to act as stewards. Only those employees whose names appear on the current list shall be allowed to act as stewards as defined by Article 4.2(c).
- (c) Stewards may spend a reasonable amount of time without loss of pay investigating and processing formal grievances involving employees in this Unit only. A formal grievance begins as provided in Article 20.8(a). When leaving his/her work location or assignment to act as steward, a steward shall first obtain permission from his/her immediate supervisor and inform the

supervisor of the nature of the business. Permission to leave will be granted promptly unless absence would cause an undue interruption of work in which case time shall be made available no later than the end of the following work day.

- (d) Upon entering a work location, the steward shall inform the proper supervisor of the general nature of the business to be transacted by the steward. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. When possible, time shall be made available no later than the end of the following workday.

4.3 LIMITATIONS ON THE SELECTION OF EMPLOYEE REPRESENTATIVES OR STEWARDS

- (a) The Association shall not appoint to serve as an employee representative or steward any employee serving an initial probationary period with the County.
- (b) The Association shall give the affected Department Head the name of the employee who has been designated pursuant to Articles 4.1 and 4.2 hereof. Only the employee whose name appears on a current list shall be permitted to act as an employee representative or a steward.

4.4 ASSOCIATION REPRESENTATIVE - WORK ACCESS

- (a) A representative of the Association desiring access to a work location hereunder shall state the purpose of the visit and request the Department Head or his/her designee's authorization prior to the intended visit. If authorization for such access is not granted, the Association's representative will be informed when time will be made available. Time shall be made available not later than the end of the following workday. The Association's representative may be given access to a work location during working hours solely for the purpose of conducting grievance investigations and observing working conditions. Association agrees its representative will not interfere with operations of a department or any facility thereof.
- (b) The Association shall give to each affected Department Head and the Director of Human Resources the name of its representative, which shall be kept current by the Association. Access to work locations will be granted to the current representative.

4.5 BULLETIN BOARDS

- (a) Management will furnish reasonable bulletin board space to Association at all work locations. The boards shall be used for the following subjects:

- (i) Association recreational, social, and related Association news bulletin;
- (ii) Scheduled Association meetings;
- (iii) Information concerning Association election or results thereof;
- (iv) Reports of official business of Association, including newsletters, reports of committees; and
- (v) Any other written material must first be approved and initialed by the Department Head or a designee.

(b) Material which may properly be posted shall be posted and removed by Association representatives.

5.0 HOURS OF WORK, WORK SHIFTS, AND WORK SCHEDULES; CHANGES; NOTICE

The County reserves the right to meet and confer with the Association during the term of the Agreement over the possible implementation of a nine-five (9-5) work shift plan. Furthermore, if after implementation the County determines the nine-five (9-5) plan is not in its best interest, the Association shall be notified in writing of a pending change. Unless some other alternate plan is mutually agreed to, the County shall revert to the appropriate provision under Article 5.1.

5.1 DEFINITIONS

(a) Normal Workday

Except as provided in Articles 5.1(e) and 5.5 (Emergencies), a normal workday is eight (8) consecutive hours of work in a twenty-four (24) consecutive hour period.

(b) Normal Workweek

Except as provided in Article 5.5 (Emergencies), a normal workweek is five (5) consecutive workdays followed by two (2) days of rest in a seven (7) consecutive day period. An employee, for childcare reasons, may occasionally be granted split days off providing he/she requests such in writing and has approval from his/her Department Head/designated representative. There shall not be any overtime compensation paid as a consequence of this request.

(c) Work Shift

A work shift is the specific time during a twenty-four (24) consecutive hour period at which an employee's normal workday regularly begins and ends.

(d) Work Schedule

A work schedule is the specifically named days of the week which comprise an employee's normal workweek.

(e) The normal workday for employees whose normal work schedule is Monday through Friday shall be eight (8) consecutive hours of work exclusive of a one (1) hour lunch period, in a twenty-four (24) consecutive hour period providing, however, employees assigned to transportation and warrants shall be subject to Article 5.1(a). Employees in the District Attorney's Office who, because of work reasons, cannot take a lunch period shall end the work shift at the end of eight (8) hours (this provision does not apply when overtime is authorized).

5.2 CHANGE IN WORK SHIFT OF INDIVIDUAL EMPLOYEE; NOTICE

The County may change the work shift of an individual employee on giving him/her twenty-four (24) hours prior notice of the change. The assignment of overtime does not constitute a change in work shift.

5.3 CHANGE IN WORK SCHEDULE OF INDIVIDUAL EMPLOYEE; NOTICE

The County may change the work schedule of an individual employee on giving him/her seventy-two (72) hours prior notice of such a change. Notice shall be given either in writing or orally by the Division Commander or his designated representative. County agrees to make a reasonable effort to contact the employee about such a change.

5.4 CHANGE IN WORK SHIFT AND WORK SCHEDULE OF GROUP OF EMPLOYEES; NOTICE

The County may periodically change the work shift and work schedule of a group of employees on giving them five (5) days prior notice of such a change. Notice shall be given either by posting in the squad room or by the present shift supervisor.

5.5 EMERGENCIES

Nothing herein shall be construed as limiting the authority of County to make temporary assignments to different or additional locations, work shifts or work duties for the purpose of meeting emergencies as defined in Section 2.80.020,

Napa County Code. However, such emergency assignments shall not continue beyond the period of the emergency.

5.6 NOTICE OF CHANGE IN PRACTICE

The County shall give Association prior notice of an anticipated modification in the present practice of changing three (3) times a year the work shifts and work schedules of groups of employees. County shall consider information submitted by Association prior to any such change.

5.7 NO GUARANTEE

Nothing herein shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

5.8 WAIVERS

Any sub-article of Article 5 may be waived at the request of the County and with an employee's consent.

5.9 SHIFT ROTATION

During periodic shift changes, employees may actually work more than, or fewer than, forty (40) hours during the week, or eighty (80) hours during the bi-weekly pay period, in which the shift change occurs.

(a) Employees working more than forty (40) hours during the week or eighty (80) hours during the bi-weekly pay period in which a shift change occurs, shall not record as time worked any such excess as is attributable to such change only.

(b) Employees working fewer than forty (40) hours during the week or eighty (80) hours during the bi-weekly pay period, in which a shift change occurs, shall record "leave with pay" for such hours fewer than forty (40), or eighty (80), as is attributable to such shift change only.

6.0 OVERTIME

6.1 Except as provided herein and in Article 6.2, all overtime work performed shall be compensated for by payment of an amount equal to one and one-half (1 ½) times that employee's regular base rate of pay for all hours authorized and worked in excess of eight (8) hours per day or forty (40) hours per week. However, upon employee request and with his/her respective Division Commander's approval, such employee may be compensated with compensatory time off at the rate of time and one-half (1 ½) hours off for each hour of overtime authorized and worked in excess of said hours. Effective October 9, 2004, the regular hourly rate

is the employee's standard hourly rate plus any compensation earned pursuant to Articles 9.3, 9.6, 9.7, 9.8, and 9.9.

- (a) The County shall attempt to allow an employee to take his/her accumulated compensatory time off at a mutually convenient time. In the event a mutually convenient time cannot be agreed to, then such time off shall only be used at the County's convenience.
- (b) During the term of 2011-13 MOU, but no sooner than July 2, 2012, the County will implement the delivered PeopleSoft overtime module which calculates overtime in conjunction with the requirements of the FLSA.
- (c) The County shall attempt to provide an employee separating from County service the opportunity to use accumulated compensatory time off prior to separation. When it is not practicable to allow such time off, the employee shall be paid for such accumulation at said employee's standard hourly rate of pay.

- 6.2 (a) During the term of this agreement (October 2016 – September 2019), the following provisions shall apply:

Except as hereafter provided, the County shall pay overtime to an employee for all hours authorized and actually worked by the employee in excess of their regularly assigned shift as defined in section 6.10 or forty (40) hours in his/her normal workweek. All paid time off shall be counted as time worked for the purpose of determining eligibility for overtime compensation.

The following strike through language is suspended during the term of this agreement (October 2016 – September 2019). However, if it is determined this change creates unforeseen issues; the parties agree to meet by January 31, 2019 to discuss any issues, and to revisit the language in the next contract. If there are no issues as of January 31, 2019, the following language will be permanently deleted in the subsequent contract as follows:

~~Except as hereafter provided, the County shall pay overtime to an employee for all hours authorized and actually worked by the employee in excess of eight (8) hours in a day or forty (40) hours in his/her normal workweek. One (1) day of absence from work due to a holiday, vacation, sick leave, compensatory leave, any other paid leave or a combination thereof during an employee's normal workweek shall be counted in computing hours actually worked, provided that no such day of absence shall be counted in computing hours actually worked if the employee works during that same day of absence. If the employee has more than one day of absence from work due to a holiday, vacation, sick leave, compensatory leave, any other paid leave or a combination thereof during an employee's normal workweek, the employee shall be required to actually work hours to compensate for the hours of leave~~

~~taken in excess of one work day in order to be paid at the overtime rate. Example: An employee uses one day plus two hours of leave during the workweek. The employee will be paid at his/her straight base rate for two hours, and shall be compensated at the overtime rate for all hours of overtime worked in excess of the two hours.~~

- 6.3 Any time worked when ordered back to work from an approved leave by the Sheriff or designee for a declared emergency or other periods of “critical staffing need” as determined by the Sheriff or his/her designee shall be compensated in an amount equal to one and one-half (1 1/2) times that employee's regular base rate of pay.
- 6.4 The County shall pay an employee either his/her regular straight base rate of pay or straight time compensatory leave, at the employee's option, for all hours worked by the employee if he/she does not otherwise qualify to be paid overtime in accordance with Article 6.2, above.
- 6.5 The County agrees that employees in the Sheriff's Department shall be compensated straight time compensatory time off for performing work related activities outside of the employee's normal tour of duty. Such compensation shall only be granted for working with the various volunteer groups associated with and determined by the Sheriff, and for attendance at required staff meetings.
- (a) An employee must notify and receive approval from his/her shift supervisor at least five (5) workdays in advance of the scheduled volunteer group activity to be eligible for compensation under this provision.
- (b) The County shall attempt to allow an employee to take his/her accumulated time off at a mutually convenient time. In the event a mutually convenient time cannot be agreed to, then such time off shall only be used at the County's convenience.
- 6.6 Whenever an employee has the option of being paid in cash or compensated with compensatory time off, such employee shall designate his/her choice by entering the hours in the appropriate place on the time card for the pay period in which the time was earned.
- 6.7 Employees earning compensatory time off under Articles 6.1, 6.3, or 9.2(a) shall be allowed to accumulate such time off up to a maximum of two hundred (200) hours. Compensatory time earned may be used on a revolving basis and may be carried over from calendar year to calendar year. This provision shall take effect November 12, 1988.
- 6.8 Employees who accrue the maximum of two hundred (200) hours in compensatory time off will be allowed to cash-out 40 hours of the same leave time once per fiscal year. The annual cash out may change to a calendar year

basis during the term of this agreement to ensure compliance with IRS regulations.

- 6.9 Time spent in advance in preparing for handling the supervisor's normal work shift shall not be counted as time worked for compensatory purposes. Such time shall be considered as part of his/her regular shift for briefing his/her assigned employees in handling their regular work assignments.
- 6.10 For FLSA purposes, employees shall be considered covered under 29 U.S.C. §207 (k) for overtime calculation purposes. Employees shall have a designated regularly recurring work period of fourteen (14) consecutive days and eighty (80) hour work schedule. This provision describes the County's past practice and application of Section 207(k).

7.0 SALARIES AND RETIREMENT

7.1 NAPA SPECIAL INVESTIGATIONS BUREAU - SUPERVISOR ASSIGNMENT

Notwithstanding any other provision hereof, the County employee covered by this Memorandum, shall receive an additional forty-six dollars and fifteen cents (\$46.15) on a bi-weekly basis for performing all the supervisory and administrative duties and responsibilities related to the functions of supervisor for the Napa Special Investigations Bureau. Such payment shall continue during the period of assignment as supervisor of the Bureau and shall be in addition to the employee's regular salary, and shall likewise continue during brief periods of sick leave, and while on vacation when the employee is in a paid status.

7.2 EFFECTIVE DATE OF CHANGE IN SALARY ON PROMOTION/TRANSFER/SALARY ALLOCATION/RECLASSIFICATION

The effective date of any change occurring in connection with Salary on Promotion; Salary on Transfer; Changes in Salary Allocation; and Salary on Position Reclassification shall be the first day of the bi-weekly pay period in which the change occurs.

7.3 RETIREMENT PLAN

- a) The County contracts with the California Public Employees' Retirement System (CalPERS) to provide employee retirement benefits. All employees hired on or after May 14, 2011, but prior to January 1, 2013, will be provided a three percent at age 55 (3% at 55) retirement benefit. DSA members employed prior to May 14, 2011 will maintain the three percent at age 50 (3% at 50) retirement benefit.
- b) Effective January 1, 2013, the County will provide new members (no prior service with a CalPERS or reciprocal agency within 6 months of employment with the County) "2.7% at 57" retirement benefit as

required by the Public Employment Pension Reform Act of 2013 (PEPRA) and CalPERS, who makes the final determination for each employee's requirement formula. New employees who were employed by another CalPERS or reciprocal agency within 6 months of employment with the County (classic members) will be eligible for the "3% at 55" formula. The cost sharing formula set forth in Section 7.3(c) to (h) will apply County employees receiving the "3% at 50" formula, the "3% at 55" formula, and the "2.7% at 57" formula.

- c) Overall, CalPERS retirement contribution rates are based upon a combination of a variable employer contribution rate (which is based upon an annual actuarial valuation) and an employee contribution rate which remains fixed at 9%. The County and the DSA agreed to a contribution cost sharing agreement in prior MOUs that equally shared any changes in the blended employer rate from the CalPERS actuarial valuation for a given fiscal year, when compared to the blended employer rate in the base year of 2004-2005 established in the MOU. The base year amount for the employer rate was set at 27.644%. Any yearly changes from this comparison (positive or negative) shall be shared equally by the parties by applying 50% of the change to the actual employer payment for FY 04-05 (26.720%) and to the actual employee payment for FY 04-05 (9.924%). The contribution cost sharing calculation agreed to in prior MOUs and outlined above will remain in effect following the creation of a third tier of 3% at 55 and the addition of new members hired on or after January 1, 2013 who have a benefit formula of "2.7% at 57" and must contribute a minimum of half the normal cost of their benefit as required by PEPRA. All employees will contribute the same amount which will be based upon the blended rate of the four tiers, except for new members who will contribute half the normal cost or the blended contribution rate whichever is greater.
- d) The County agreed to pay off the safety plan side funds, established when the County joined the CalPERS 3% at 50 risk pool, prior to April 1, 2011. It was agreed that any change in the employer's blended rate resulting from pay off of the safety side funds would be shared equally by the County and DSA members immediately following the pay off of the side funds. The blended employer rate established by CalPERS for fiscal year 2010-2011 prior to the side funds pay offs was 29.124%. The blended employer rate following the payoff of the side funds in March 2011 was 19.201%. The new contribution rates commencing April 2, 2011 were 22.499% for the County and 5.703% for the employee based upon the prior cost sharing formula.
- e) Unless otherwise provided in this agreement, in order to determine the annual retirement contribution amount for the County and the employees, the County and DSA agree that the annual blended

employer's contribution rate from the CalPERS actuarial valuation for a given fiscal year (July 1 to June 30) will be compared to the blended CalPERS employer contribution rate of 27.644% (amount for base year FY 04-05 established in the MOU). In the event of a reduction in the employer's blended rate (as compared to 27.644%), both parties will share equally in the reduction by applying 50% of the cost reduction to their respective base year contribution rate (26.720% employer and 9.924% employee, respectively), with the caveat that the employee contribution rate will never fall below 1%. In the event of an increase in the employer's blended contribution rate (as compared to 27.644%) both parties will share equally in the increase by applying 50% of the increase to their respective base year contribution rates, with the caveat that in no event will a year to year increase to the annual employee contribution rate exceed any COLA received by the employee for the fiscal year in which the change is applied. The blended employer contribution rate will be provided by either CalPERS or John Bartel, the County's consultant actuary. For example, if based upon the CalPERS actuarial valuation report for a given year it was determined that the blended employer contribution rate was 24.211%, then the parties would compare this rate to the 27.644% (the base year blended CalPERS employer rate) to determine the difference of 3.433%. This difference would be split equally, with 1.717% being subtracted from the base year (04-05) employer contribution amount (26.720%) and the base year (04-05) employee contribution rate (9.924%). For purposes of this example, the resulting employer contribution amount would be 25.003% and preliminarily, the resulting employee contribution amount would be 8.207%. It should be noted however, that in no event shall the increase in the year to year employee contribution rate exceed any COLA received by the employee, as detailed in section (g) of this agreement, except for new members hired on or after January 1, 2013 who must pay half the normal cost of their "2.7 at 57" benefit.

- f) Any Employer Paid Member Contribution that may result from the cost sharing agreement outlined in section (e) above will not be reported to CalPERS as salary for retirement plan benefit purposes.
- g) Notwithstanding the foregoing, the increase in the employee's contribution amount on a year to year basis will never exceed the employee's COLA adjustment for the fiscal year, except for new members hired on or after January 1, 2013 who must pay half the normal cost of their "2.7% at 57" benefit, and the employee's share of the contribution rate will never drop below one percent (1%). In a given year if there is no COLA the employee contribution rate will remain at the same percentage as the prior year; in that case all increases are born by the employer.

h) Pre-tax treatment:

To the extent authorized by law and allowed by CalPERS, the County will report the employee's share of the total contribution rate as employee contribution on a pre-tax basis.

7.4 RETIREMENT - ONE YEAR FINAL COMPENSATION OR AVERAGE
CONSECUTIVE THREE YEAR FINAL COMPENSATION

For all employees hired prior to January 1, 2013 or who were members of a CalPERS or reciprocal agency prior to January 1, 2013 and within 6 months of employment with Napa County, the parties agree to implement Government Code Section 20042 (One Year Final Compensation). All new members hired on or after January 1, 2013, in accordance with PEPR, will be eligible to receive the average highest pay rate and special compensation during any consecutive three-year period as final compensation.

7.5 ANNUAL SALARY INCREASE

Effective the first pay period in FY2017-2018, FY2018-2019, and FY 2019-2020, all employees represented by the DSA, except those that have been Y-rated, shall receive a COLA salary adjustment equal to the annual change in the BLS Consumer Price Index (CPI-U) for the San Francisco Bay Area for calendar year 2016 (for the FY2017-2018 increase) for calendar year 2017 (for the FY2018-2019 increase) and for calendar year 2018 (for the FY 2019-2020 increase), but in no case shall the amount exceed 4% or be lower than 2,5%.

7.6 DISCONTINUATION OF EMPLOYER CONTRIBUTIONS TO EMPLOYEE'S SHARE OF
PERS CONTRIBUTION

Effective January 11, 1997, the County will discontinue all employer contributions towards the employee's share of his or her PERS contribution. In consideration of this action, all classes listed in Article 7.5 received a three percent (3.0%) salary increase calculated at the E grade/step of the current salary schedule, effective January 11, 1997.

7.7 SENIOR SERGEANT PROGRAM

(a) The County agrees to implement a Senior Sergeant program as described in Addendum B, in October 2016. The Senior Sergeant program is a career officer development program and is designed to encourage officers to develop in the profession of Law Enforcement through education, training, and departmental involvement. The Senior Sergeant program is not a longevity (years of service) program, but should be regarded as a

career development program that benefits the Sergeant, the Napa County Sheriff's Department and the citizens of Napa County.

- (b) If during the term of this Memorandum of Understanding, additional teams or positions are developed; either the Association or the County may initiate discussions regarding their proposed inclusion in the Senior Sergeant Program.

7.8 1959 SURVIVOR'S BENEFIT

The County shall modify its PERS contract so that all employees shall be eligible for the 1959 Survivor's Benefits (pursuant to Government Code Section 21574), Level 4. The County will provide this benefit at the earlier of the dates 1-1-08 or 7-1-08 depending on PERS regulations and timetables.

8.0 HEALTH, DENTAL AND LIFE INSURANCE

8.1 GENERAL PROVISIONS

- (a) Pursuant to the California Public Employees Medical & Hospital Care Act ("PEMHCA"), the County shall enter into the CalPERS PEMHCA health plan system ("CalPERS PEMHCA"), effective September of 2002, with the following CalPERS PEMHCA initial enrollment contribution rates:
 - (i) Current Employees - \$16;
 - (ii) Retirees - \$10.
- (b) The County shall make enrollment contributions as legally mandated under PEMHCA.
- (c) Effective December 31, 2006, the Kaiser \$5 co-pay plan ("Direct Kaiser Plan") shall be discontinued.
- (d) Establishment of Cafeteria Plan: The County shall establish a Cafeteria Plan ("Plan") to provide for additional health premium contributions and other optional benefits. As part of this Plan, the County shall implement a voluntary employee-paid Vision plan with no County contribution.
- (e) Health Care Reimbursement Accounts/Dependent Care Benefits: The County's existing Section 125 Plan (Health Care Reimbursement Accounts and Dependent Care Benefits) shall become part of the Plan. Any fees or administrative costs associated with these benefits shall continue to be borne solely by the participating employee.

8.2 CONTRIBUTIONS TO THE PLAN

The employee's contributions and County's contributions to the Plan shall be as follows:

- (a) The County contribution to the Plan shall be a fixed percentage of the premium rates for the most commonly enrolled plan of active employees at the time the next plan year rates are published. The percentage of the Plan contribution by the County toward health plan premiums shall remain the same, should premium rates change. The amount of the County's contribution shall be:

For the term of the agreement (Calendar Years 2017, 2018 and through September 30, 2019)

- (i) Subscriber Only – 94% of the most commonly enrolled plan premium;
- (ii) Subscriber Plus One - 87% of the most commonly enrolled plan premium;
- (iii) Subscriber Plus Two or more - 87% of the most commonly enrolled plan premium.

- (b) For those employees enrolled in a CalPERS PEMHCA health plan: The County's contribution described in Article 8.2(a) includes the enrollment contribution amount legally mandated under PEMHCA as described in Article 8.1(a).

8.3 EMPLOYEE DEDUCTIONS

All deductions paid by employees for the premium-only part of the County's Plan shall be made on a bi-weekly basis but no more than twice in a calendar month. Furthermore, all County contributions for employees participating in the Health Care Reimbursement Accounts or Dependent Care Benefits part of the Plan shall be made on a bi-weekly basis no more than twice in a calendar month.

8.4 CASH-OUT OPTION

Effective October 6, 2007 employees who satisfactorily demonstrate medical coverage, either as the spouse of a County employee or through another source, and who elect not to participate as an employee in either the Direct Kaiser plan or any CalPERS PEMHCA health plan, may elect under the Cafeteria Plan to receive one hundred and fifty dollars (\$150) per month (or a prorated amount for part-time employees) in lieu of participation in a health plan. The County shall pay any health premium administrative fee required for employees who "opt out" of health coverage under this provision. Subject to CalPERS regulations, employees may make this election at any time.

8.5 REOPENER FOR CANCELLATION OF HEALTH, DENTAL, LIFE PLAN

The parties shall meet and confer during the term of this Agreement if the County receives a cancellation notice of a life, health or dental plan, or of a significant change in benefit level to any such plans.

8.6 COUNTY-WIDE BENEFITS COMMITTEE

The parties agree to maintain the County-wide Benefits Committee, comprised of County representatives and representatives from each bargaining unit, for the purpose of meeting and discussing health, dental and life insurance benefits, analyzing costs and developing a program to control costs. At its option, the Association will be afforded an opportunity to participate, on a meet and discuss basis, in meetings between the County and all County employee organizations in respect to health care rates.

8.7 DENTAL BENEFITS

The County shall provide dental benefit plans and the cost of such coverage shall be paid by the County as follows:

- (a) The County shall provide a California Delta Dental plan (Delta) to include one hundred percent (100%) coverage for diagnostic/preventive benefits, eighty/twenty percent (80/20%) co-insurance for basic dental benefits, fifty/fifty percent (50/50%) co-insurance for major benefits and orthodontics for the employee and his/her eligible dependents. The plan includes for newly hired employees a six-month waiting for dental coverage and a twelve-month waiting period for orthodontic coverage. Effective July 1, 2001, the annual dental benefit shall increase from \$1,000 to \$1,500 per participant per calendar year. Effective October 9, 2004, the annual dental benefit shall be \$2,000 per participant. The maximum lifetime orthodontic benefit is two thousand dollars (\$2,000).
- (b) The County shall provide a Pacific Union Dental plan (PUD) to include a co-payment of \$0-\$25 for diagnostic/preventive benefits, a co-payment of \$0-\$35 co-payment for basic dental benefits, a co-payment of \$0-\$40 for major benefits and a co-payment of \$0-\$95 for prosthodontics. Co-payments for orthodontic benefits are determined by a schedule set by PUD. This plan includes for newly hired employees a six-month waiting period for dental benefits, except there is no waiting period for orthodontics benefits. There are no deductibles or annual maximums with this plan.
- (c) Effective with Plan Year 2008, the County shall replace the Pacific Union Plan with the Delta Dental DMO.

(d) When terminating from County service, an employee must be in a paid status in the month of separation in order to have County contribution for dental insurance for that month.

8.8 TERM LIFE INSURANCE

The County agrees to provide through the term of the Agreement, twenty thousand dollars (\$20,000) of term life insurance for each employee with an option to allow the purchase of up to an additional one hundred thousand dollars (\$100,000) by the employees of the Unit at the prevailing group rate.

8.9 DENTAL/LIFE INSURANCE PREMIUM INCREASES

The County will pay for any premium increases for the dental and life insurance plans through the term of this Agreement.

8.10 PAID STATUS REQUIREMENTS FOR COVERAGE

(a) Paid Status Requirement:

Except for illness or injury where sick leave or a leave of absence without pay for medical reasons is authorized by the County, an employee must be in a paid status at least eleven (11) workdays each calendar month to receive County contribution towards health, dental and life insurance plans. However, an employee who is on an authorized leave without pay for medical reasons must be in a paid status at least six (6) hours each bi-weekly payroll period in which medical and other similar benefits are deducted to receive County contribution for that month. The employee who is in a paid status less than eleven (11) working days in a calendar month may elect to personally pay for such County contribution towards said plans.

(b) Part-Time Employees:

Part-time employees working forty (40) hours or more bi-weekly shall be eligible to participate in the health insurance programs on a pro rata basis. Pro-ration shall be based upon the employee's regular weekly work hours. Election to participate shall be made during the employee's initial enrollment period with the County. Any employee, hired on or before October 18, 1996, who is working forty (40) hours or more bi-weekly shall be eligible to receive the same County health insurance contributions as a full-time employee.

8.11 RETIREMENT HEALTH BENEFITS

- (a) Sick Leave Conversion: The County shall pay one (1) month single-party health (at the Direct Kaiser Plan rate) or dental coverage upon retirement for each eight (8) hours of accumulated sick leave, or one (1) month of single-party-plus-one dependent health coverage for each sixteen (16) hours of accumulated sick leave, in excess of one hundred twenty (120) hours, up to a maximum of one thousand eight hundred (1,800) hours. Employees exceeding the one hundred twenty (120) hour threshold may apply the one hundred twenty (120) hours towards this benefit. Except as hereafter provided, the County shall provide health coverage only in the health plan in which the employee was enrolled on his last day of active permanent service with the County. However, the retired employee is subject to the same health plan benefit levels as active employees and any changes thereto. If that health plan has been abandoned or replaced, then the employee may select another health plan offered by the County. An employee shall make a one (1) time only choice of receiving either health or dental coverage to commence upon retirement under this provision; sick leave conversion may not be banked to obtain such coverage at a time later than upon retirement. For qualifying retirees electing to participate in the Direct Kaiser Plan, the County shall contribute an amount equal to the applicable Direct Kaiser Plan premium rate. For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, the County shall contribute an amount equal to the applicable Direct Kaiser Plan premium rate which shall be deemed to include the County contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period. As used herein, retirement means that an employee has both been separated from active permanent service with the County and will actually begin receiving monthly benefits from the Public Employee's Retirement System not later than the first of the month following said separation.
- (b) Coverage Paid by Retiree: Effective October 27, 1990, an employee who retires from County service shall be eligible for health coverage under the group plan for retirees in which he/she was enrolled upon retirement at his/her own expense, except as to a retiree participating in a CalPERS PEMHCA health plan the County shall contribute the amount legally mandated under PEMHCA. Such coverage shall be available to currently retired employees and future retirees upon the exhaustion of health coverage benefits provided under Article 8.11(a) therein, and to employees who retire but who do not have sufficient sick leave to qualify for health coverage benefits under Article 8.11(a). All such employees shall make payments in accordance with procedures established by the County Auditor. Failure to make payments as required shall be cause for termination of group coverage. To qualify under this provision a retired employee must begin receiving monthly benefits from the Public

Employees Retirement System not later than the first of the month following retirement.

- (c) Medicare Eligibility: Current employees hired prior to April 1986, shall be provided an opportunity to elect to enroll in the Medicare program. The County shall hold a one-time election, pursuant to Federal regulations, for employees hired prior to that date. Employees electing to participate shall contribute the employee's share of the Medicare contribution; and the County shall contribute the employer's share of the contribution. This benefit is contingent on the County's legal ability to participate in the Medicare program under existing state and federal law.
- (d) Coverage for Retirement Outside the Service Area: An employee who retires outside of the service area of the health plans provided by the County (currently Direct Kaiser and CalPERS PEMHCA health plans), or who subsequently moves outside of the service area of the health plans provided by the County, shall be allowed during an open enrollment period to elect to receive annually an equivalent dollar amount, as eligible and determined by Article 8.11(a), for purchase of medical services.

8.12 EMPLOYEE ASSISTANCE PROGRAM

The County agrees to provide an Employee Assistance Program which includes up to five (5) sessions for each qualifying incident per employee and eligible family in each fiscal year. The program shall also include critical incident debriefing coverage.

8.13 IRS SECTIONS 125 AND 129 PLANS

The County agrees to the implementation of IRS Sections 125 and 129 Plans. These Plans shall be developed and administered by a third party administrator with an intended effective date of January 19, 1991, provided such plans can be reasonably implemented by that date. The parties may agree to implement any such plans in gradual stages at such date(s) as may be agreed upon. Any fees or administrative costs associated with these Plans shall be borne solely by the participating employee.

9.0 PREMIUM PAY CONDITIONS AND OTHER SPECIAL PAY PRACTICES

9.1 CALL-BACK

- (a) An employee called back to work shall be compensated at time and one-half (1½) for all hours actually worked portal-to-portal. The employee shall choose between compensatory time off or cash payment. The time difference between hours actually worked converted to time and one-half (1½) and a two

(2) hour straight time minimum for call-back shall be recorded as straight time cash or compensatory time off.

- (b) An employee shall be compensated for call-back upon meeting all of the following conditions:
 - (i) The call-back work period is more than two (2) hours separated from the employee's normal work shift.
 - (ii) Employee has departed from his/her work location.
- (c) Call-back compensation shall not apply under any of the following conditions:
 - (i) When it occurs within two (2) hours or less before the employee's regular starting time on the next regularly scheduled shift. In such event, the employee shall be compensated for actual hours worked.
 - (ii) Employee is called back to work a second time within four (4) hours of time worked under (b) above. In such event, the employee shall be compensated for actual hours worked.
 - (iii) Employee is notified prior to completion of his/her normal work shift that he/she will be required to return to work at a time more than two (2) hours after the completion of his/her normal work shift.

9.2 COURT APPEARANCES

- (a) All employees required to make court appearances during off-duty hours shall be compensated with a minimum guarantee of three (3) hours at the employee's overtime rate of compensation. Off-duty hours are defined as those hours outside an employee's normal work shift.
- (b) Employees shall be compensated for all actual hours of court time during off-duty hours at time and one-half (1½). The employee shall choose between compensatory time off or cash payment.
- (c) An employee shall not be compensated for a court appearance as provided in Article 9.2 (a) when the appearance occurs two (2) or fewer hours before the beginning or two (2) or fewer hours after the end of an employee's normal work shift. Any such court appearance time in these instances beyond the employee's normal work shift shall be considered time worked for overtime computation purposes.

9.3 ACTING PAY

- (a) An employee who is assigned to work in a higher classification, due to the absence of an employee in the higher classification as listed on the Departmental Allocation List, than that in which the employee regularly performs work, shall receive pay for the higher classification for each hour worked performing the duties and responsibilities of the higher classification. Such pay for work in an acting capacity shall be a maximum of five percent (5%) more than the salary regularly received by the employee for work in his/her regular classification. When the acting assignment is expected to last for two pay periods or more, the additional pay will also apply to approved paid leave hours during the pay periods in which the employee is serving in the acting assignment.
- (b) Article 9.3(a) is not applicable when an out-of-class assignment is made as a consequence of Article 6.6.

9.4 UNIFORM ALLOWANCE

- (a) All safety personnel required to maintain a uniform shall receive an annual uniform allowance payable one-half (1/2) with the first full pay period in June, and one-half (1/2) with the first full pay period in December. The biannual payments shall be calculated upon half of the then current annual uniform allowance amount. Effective October 1, 2013, the current annual uniform allowance amount is one thousand and twenty-five dollars (\$1,025). An employee assigned as a resident deputy at Lake Berryessa shall receive an additional fifty dollars (\$50) annually while performing such duties. Such additional sum shall be payable as specified above. The payment shall be paid as specified above unless such employees have been absent from work due to a work related illness or injury or leave without pay. If an employee has been absent from work due to a work related illness or injury or leave without pay, the County shall pay the employee only that percentage of the uniform allowance which is equivalent to the percentage of time the employee worked or was in a paid status during the six month payment period provided, that if an employee worked or was in a paid status for ninety percent (90%) or more of the time during a six (6) month pay period, the County shall pay the employee one hundred percent (100%) of the uniform allowance.
- (b) The County will provide reasonable monetary reimbursement for any damaged clothing to law enforcement (safety) employees in the Sheriff's Department or District Attorney's Office. The damage must have resulted in the course of employment with the County. The damage and cost replacement must be verified by the respective Department Head or designated representative.

9.5 MEAL REIMBURSEMENT

Meal reimbursements for work related meetings or travel shall be administered in accordance with the Napa County Travel Policy. Specified times for meals outlined in the Travel Policy Section III C1 and C2 will not apply to DSA members due to the 24 hour nature of their work.

9.6 EDUCATION INCENTIVE PROGRAM

- (a) Effective the first pay period in October, 2014, the P.O.S.T. Intermediate Certificate Pay shall be 3.5% of base salary for any employee who has been awarded a P.O.S.T. Intermediate Certificate when not required by the employee's current classification.
- (b) Effective the first pay period in October, 2014, the P.O.S.T. Advanced Certificate Pay shall be 5% of base salary for any employee who has been awarded a P.O.S.T. Advanced Certificate when not required by the employee's current classification.
- (c) Effective the first pay period in October, 2014, employees in possession of an Associates of Arts or Science Degree shall be eligible for an educational incentive of 3.5% of base salary or 5% of base salary for a Bachelor of Arts or Science Degree. Employees shall not be eligible for both the education incentive in this subsection and the P.O.S.T Certificate incentives in subsections (a) and (b).

9.7 NIGHT SHIFT PREMIUM

Employees who are required to work and who actually work between 6:00 PM and 6:00 AM as part of their normal tour of duty shall be paid a night shift premium of five percent (5%) of base salary. This rate shall apply only to those hours worked between 6:00 PM and 6:00 AM and shall be applied to overtime hours. Payment of night shift compensation shall be made on a bi-weekly basis.

9.8 BILINGUAL PAY

Any employee qualifying for payment under the Bilingual Pay Policy shall be paid a bilingual pay premium of two percent (2%) of base salary. Part-time employees shall receive a pro rata amount in the same ratio as the part-time status relates to full-time.

9.9 SPECIALTY ASSIGNMENTS

An employee shall receive additional compensation at the rate of five percent (5%) of premium pay when assigned to positions that may require special skills or

seniority specifications. When the assignment is expected to last for two pay periods or more, the additional pay will also apply to approved paid leave hours during the pay periods in which the employee is serving in the special assignment. The following assignments shall be included as specialty assignments:

- (a) Detective; Sergeant
- (b) Detective Sergeant who serves in the Coroner's Bureau;
- (c) Detective Sergeant assigned to NSIB (Napa Special Investigations Bureau), which is a special task force responsible for drug enforcement in Napa County; and
- (d) Full time motor officers.
- (e) One Sergeant for each of the following assignments: Detectives, Coroner's Division and NSIB (total of three Sergeants).
- (f) One Sergeant assigned to the Yountville contract to function as a liaison between the Town of Yountville and the Sheriff.

9.10 TRAVEL TIME - SERGEANTS

Sergeants will receive compensatory time off for travel time to and from training, seminars and educational programs that are authorized by the County.

9.11 MOBILE DEVICE (CELL PHONE) ALLOWANCE

Effective October 1, 2013, employees shall be eligible to receive an allowance of up to \$70 per month for use of their personal mobile device (cell phone) for County business purposes based upon departmental needs, as defined by the Sheriff and upon approval of the Sheriff, in accordance with the following provisions:

- (a) The employee is not assigned a County owned mobile device.
- (b) The Sheriff, or designee, may stop approval for this allowance at any time.
- (c) The decision to approve or discontinue a mobile device allowance is not arbitrable under any applicable MOU or policy.
- (d) Employees authorized for a mobile device allowance shall not use their approved mobile device to perform work outside normal business hours, unless said work outside of normal business hours is pre-authorized by the employee's supervisor.
- (e) Nothing in this provision entitles an employee to overtime compensation by virtue of the fact they have and use a mobile device for which they receive an allowance for approved work-related duties unless overtime is pre-approved by the employee's supervisor.
- (f) The mobile device allowance for privately owned mobile devices used by employees for County business is intended to cover the costs of mobile device expenses related to work duties. Initial purchase of the mobile device, accessory equipment, activation fees and repair or replacement of the mobile

device shall be the responsibility of the employee. The employee shall pay any costs exceeding the amount of the Mobile Device Allowance.

(g) No allowance will be paid when an employee is in an extended leave status.

10.0 TIMEKEEPING

10.1 Sick leave, vacation, compensatory time off, personal leave, etc., may be utilized and shall be charged against employee records to the nearest one-tenth (.10) of an hour.

10.2 For purposes of this Memorandum of Understanding, the fiscal year shall begin at 12:01 AM on the first Saturday in July and end at 12:00 Midnight on Friday, fifty-two (52) weeks later.

11.0 HOLIDAYS

11.1 The following holidays apply to employees in this Unit. However, some employees shall be required to work on these holidays so that County services are provided.

1. January 1 (New Year's Day)
2. The third Monday in January (King's Birthday)
3. February 12 (Lincoln's Birthday)
4. The third Monday in February (Washington's Birthday)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. September 9 (Admission Day)
9. The second Monday in October (Columbus Day)
10. November 11 (Veterans Day)
11. The fourth Thursday in November (Thanksgiving Day)
12. The day following Thanksgiving Day
13. December 25 (Christmas Day)
14. Every day appointed by the President of the United States or the Governor of the State of California for a public holiday, thanksgiving, or fast when:

(a) By the terms of such appointment, such day will not occur thereafter on an annual basis and such day is also observed by employees of the State of California pursuant to a collective bargaining agreement between the State of California and SEIU, Local 1000 or its successor organization or when;

(b) By the terms of such appointment, such day will thereafter recur on an annual basis, such day may be observed following meeting and conferring and mutual agreement by the County and the Union, provided that if such a holiday is mutually agreed upon, then it

shall only be observed if the Board of Supervisors formally approves the holiday.

Except as to Article 11.1.14(a), in the event any of the above holidays fall upon a Sunday, the Monday following is a holiday in lieu thereof.

Except as to Article 11.1.14(a), in the event any of the above holidays fall upon a Saturday, the Friday preceding is a holiday in lieu thereof.

11.2 Employees in this Unit shall be entitled to four (4) hours paid leave on the afternoon before Christmas Day or New Year's Day, except that no such paid leave shall be granted when Christmas Day or New Year's Day falls on Saturday, Sunday or Monday.

11.3 Number of Holidays for Shift Workers

No employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek.

11.4 An employee must work, or be in a paid status previously approved by the employee's Department Head, the entire work day immediately before and the first entire workday immediately after a holiday in order to receive compensation for the holiday.

11.5 An employee who is scheduled to work on a paid holiday, but who, for medical reasons, is unable to do so shall receive equivalent straight time compensatory leave.

11.6 All employees in this Unit shall receive three (3) hours of personal leave each fiscal year which may be used to attend religious services or for other personal reasons. Personal leave has no cash value and must be used during the fiscal year in which it is received or it is deemed forfeited.

11.7 No employee who is off the job due to a non-industrial illness or injury shall earn compensatory leave or be paid cash in lieu of compensatory leave for holidays occurring during his/her absence. Employees who are off the job due to a job related illness or injury will be entitled to earn compensatory leave or be paid cash in lieu of compensatory leave for holidays occurring during his/her absence during the time considered 4850 leave time in accordance with California Labor Code Section 4850.

11.8 Employees whose shift begins on a County-paid holiday shall be compensated at time and a half for all hours actually worked on the shift beginning on the holiday, up to twelve (12) hours. Holiday premium pay shall be payable in either compensatory time off or cash at the employee's option. In addition to receiving

time and one-half, the employee shall earn eight (8) hours of holiday credit, payable in either compensatory time off or cash.

- (a) During the term of this agreement, the parties shall meet to discuss implementation of a cap on the number of Holiday hours employees may accrue. The parties will form a committee, which shall explore pre-tax rollover and cash-out options as a part of this discussion.
- (b) Employees are eligible to receive holiday pay on the day that they work, regardless of whether they are working on the actual holiday or the day the County observes the holiday. Employees who do not work on the day a holiday is observed by the County, but do work on the actual holiday will be eligible to receive holiday premium pay and hours of holiday credit provided in Article 11.8. Employees cannot receive holiday pay and hours of holiday credit for both the day the actual holiday occurs and the day the County observes the holiday. If an employee works on both the actual and observed holiday, the employee will be entitled to receive holiday pay and earn hours of holiday credit only on the actual holiday.

12.0 VACATION

12.1 Every permanent, full-time employee shall accrue vacation leave up to the permitted maximums as provided in the schedule below. The Department Head shall give the employee a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual.

For employees hired on or after October 9, 2004:

VACATION LEAVE ACCRUALS		
Years of Continuous County Service	Hours of Vacation Accrued per Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Years 4 through 10	4.8 hours	300 maximum hours
Years 11 through 20	6.2 hours	400 maximum hours
21 or more years	8.00 hours	400 maximum hours

For employees hired before October 9, 2004:

VACATION LEAVE ACCRUALS		
Years of Continuous County Service	Hours of Vacation Accrued per Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	360 maximum hours
Years 4 through 10	4.8 hours	360 maximum hours
Years 11 through 20	6.2 hours	400 maximum hours
21 or more years	8.00 hours	400 maximum hours

- (a) An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
 - (b) Each employee may, with approval of the Department Head, take vacation privileges as they are earned.
 - (c) An employee shall have his/her vacation accrual date adjusted in accordance with the schedule set forth in Article 16.7 when he/she is on leave without pay. Such adjustments shall be made during each fiscal year in accordance with said schedule.
- 12.2 An employee may accumulate earned vacation up to the maximum accruals set forth in Article 12.1 and may not earn any further vacation time while accrued, unused vacation remains at this maximum.
- 12.3 Any employee separating from service shall be entitled to payment for accrued and unused vacation at his or her base pay.
- 12.4 No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.
- 12.5 Employees will be allowed to cash-out up to eighty (80) hours of vacation and/or supervisory leave time (or any combination of the two up to 80 total hours) each calendar year . They may take this cash-out in two payments of forty (40) hours each, provided each time they meet the following requirement:

Prior to requesting the first cash-out, the employee must use at least forty (40) hours of accrued vacation leave time during that year and have at least eighty (80) total hours of accrued vacation leave time remaining in his/her vacation time off leave bank after the cash-out.

Prior to requesting the second cash-out, the employee must use an additional forty (40) hours of accrued vacation leave time during that year, and have at least eighty (80) hours of accrued vacation leave time remaining in hes/her vacation time off leave bank after the cash-out.

13.0 SICK LEAVE

- 13.1 Sick leave means an absence from work due to illness, injury, a doctor's appointment or other closely related preventative health care or other causes as provided for in Articles 13.5 and 14.2 and, therefore, is not an unconditional right to be absent from work.

- 13.2 Each County employee, except as otherwise provided herein, is entitled to three point six nine (3.69) working hours of sick leave with pay for each pay period of service with an unlimited accumulation of sick leave hours. For the purpose of computing sick leave, each employee shall be considered to work not more than five (5) days each week.
- 13.3 A former employee who is reappointed to the County service shall not be entitled to have restored to his/her credit any sick leave balance remaining at the time of his/her separation from County service.
- 13.4 Sick leave with pay, up to the amount of the employee's accrued sick leave, shall be granted to an employee unable to perform the duties of his/her job because of illness, injury or pregnancy.
- 13.5 An employee who is eligible to accrue sick leave may in any calendar year use his or her accrued and available sick leave benefits, up to an amount that would be accrued during six (6) months at the employee's then current rate of entitlement, for the care of his or her ill spouse, child, parent, domestic partner, parent-in-law, grandparent, grandchild and sibling. "Spouse" for this provision means a partner in marriage as defined in California Family Code, Section 300. "Child" means a biological, foster or adopted child, a stepchild, a legal ward or a child of a person standing in loco parentis. "Parent" means a biological, foster or adoptive parent, a stepparent or a legal guardian of a child under the age of eighteen (18) years of age. "Domestic partner" means an individual in a domestic partner relationship meeting the requirements of a domestic partnership as defined in California Family Code, Section 297 and having submitted the corresponding Declaration of Domestic Partnership with the Secretary of State per Family Code Section 298. The County may, at its discretion, require substantiation of illness or injury by a licensed physician's statement.
- 13.6 Any employee requesting sick leave shall, upon request of the Department Head or his/her designated representative, furnish a certificate from a licensed physician as proof of illness, indicating the general nature of the illness and the length of time the employee was, or can expect to be, off work.
- 13.7 However, a physician's certificate shall not be requested unless the employee's sick leave absence exceeded or will exceed six (6) consecutive working days in the calendar year.
- 13.8 CONVERSION OF VACATION TO SICK LEAVE

If an employee on vacation becomes ill, he/she may request a conversion of his/her vacation time to sick leave with pay if the illness is three (3) or more working days in duration and is supported by a statement from an accredited physician, or is hospitalized for any period due to accident or illness.

- 13.9 Whenever an employee takes qualifying leave under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA), the County may require that the employee use sick leave, vacation leave or other legally permitted leave concurrently with the employee's qualifying FMLA/CFRA leave. An employee may elect to use such paid leave concurrent with temporary disability benefits (e.g. such as State Disability Insurance, State Family Temporary Disability Insurance or workers' compensation benefits) while on FMLA/CFRA leave.

14.0 ABSENCE DUE TO DEATH OR CRITICAL ILLNESS IN FAMILY

- 14.1 Any permanent or probationary employee may be absent from duty by reason of the death of a member of his/her immediate family. Such an absence shall be called bereavement leave. Bereavement leave shall be with pay and for a total not to exceed forty (40) hours in a calendar year. Immediate family for this provision, and for Section 14.2, shall be limited to spouse, registered domestic partner, child, mother, father, grandparent or grandchild, brother, sister or the corresponding step-relationship, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. Such leave shall not be charged against accumulated sick leave or vacation.
- 14.2 Whenever a permanent employee or officer is absent from duty by reason of the critical illness, where death appears imminent, of a member of his/her immediate family, he/she shall be entitled to leave with pay not to exceed forty (40) hours in a calendar year chargeable to sick leave.

15.0 MISCELLANEOUS LEAVES OF ABSENCE WITH PAY

- 15.1 Leaves of absence with pay pursuant to subparagraph (a) and (b) shall not be chargeable to accrued vacation credits.

(a) Military Leaves of Absence.

Every officer or employee of the County shall be entitled to such leaves of absence with pay and other benefits as are provided in Division 2, Part 1, Chapter 7 of the Military and Veteran's Code.

(b) Leaves of Absence for Judicial Purposes.

- (i) When not in the course of their official duties for the County as described and compensated pursuant to Article 9.2 hereof, employees covered by this Memorandum of Understanding shall also be entitled to leaves of absence to appear as a witness in court other than as a litigant, or to respond to an official order from another jurisdiction for reasons not brought about through the connivance or misconduct of such officer or employee.

- (ii) Every officer or employee of the County shall be entitled to leaves of absence when regularly called for jury duty in the manner provided by law.
- (iii) Such leaves of absence shall be granted with pay, up to the amount of the difference between the regular earnings of said officer or employee, and any amount he received for jury or witness fees, except that when an employee serves on jury duty outside the County of Napa, the employee may retain the travel expenses received from the Court.

15.2 PAID LEAVE

- (a) The County will provide each eligible supervisory employee forty (40) hours paid leave annually which is not cumulative and does not have cash value. To be eligible the supervisory employee shall have been employed by the County in a supervisory capacity as of the beginning of the new calendar year as defined for the paid leave effective the first bi-weekly pay period in January and will have until the end of that calendar year to use said leave.
- (b) An employee appointed to a supervisory position after January 1, and who is otherwise eligible under this Article shall have his/her paid leave accumulation adjusted on a pro rata basis effective at the beginning of the first full bi-weekly pay period served in the supervisory position. Such entitlement shall be rounded to the nearest one-half (1/2) hour.
- (c) A Supervisory employee shall be given reasonable opportunity to utilize such leave at the Sheriff or designee's discretion.

16.0 LEAVE OF ABSENCE WITHOUT PAY

- 16.1 Upon written request, an employee may be granted a leave of absence without pay, provided such request receives the concurrence of his/her Department Head, and the County Administrator and is then approved by the Board of Supervisors. In the case of a request for leave without pay of one hundred twenty (120) hours or less during a fiscal year, only the approval of the Department Head shall be required. A leave without pay may be granted for any of the following reasons:
- (a) Illness or disability.
 - (b) To take a course of study which will increase the employee's usefulness on his/her return to the position.
 - (c) For personal reasons acceptable to the Board of Supervisors and the Department Head.

(d) Child care.

- 16.2 A copy of any approved request for leave of absence without pay shall be delivered promptly to the County Auditor.
- 16.3 A leave of absence without pay may be for a period not to exceed one (1) year, provided the Board of Supervisors may extend such leave for an additional period not to exceed one (1) year. Procedure in granting extensions shall be the same as that in granting the original leave provided that said extension must be made not later than fourteen (14) days before the expiration of the original leave.
- 16.4 Whenever an employee who has been granted a leave without pay desires to return before expiration of such leave, he/she shall notify his/her Department Head as soon as possible in advance of the return. The County Auditor shall be notified promptly of such return. Moreover, the Department Head shall give the employee filling the position temporarily at least two (2) weeks notice prior to terminating his/her employment.
- 16.5 An employee taking leave without pay shall earn sick leave and vacation leave during the week in which the leave of absence occurs according to the following weekly schedule.

Such sick leave and vacation accruals shall be calculated to the nearest hundredth.

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90
4 – 7.9	80
8 – 11.9	70
12 – 15.9	60
16 – 19.9	50
20 – 23.9	40
24 – 27.9	30
28 – 31.9	20
32 – 35.9	10
36 – 40.0	0

- 16.6 Any employee who is absent without proper authorization for twenty-four (24) hours or more may be automatically terminated from County employment.
- 16.7 The granting of any authorized leaves of absence without pay shall cause an employee's salary anniversary date to be adjusted by the number of pay periods equal to the nearest number of pay periods for which the leave is granted according to the schedule listed below:

Number of Hours of Leave w/o Pay	Anniversary Date Extension
0 – 56	No Change
57 – 120	One Pay Period
121 – 200	Two Pay Periods
201 – 280	Three Pay Periods
281 – 360	Four Pay Periods
361 – 440	Five Pay Periods
441 – 520	Six Pay Periods
521 – 600	Seven Pay Periods
601 – 680	Eight Pay Periods
681 – 760	Nine Pay Periods
761 – 840	Ten Pay Periods
841 – 920	Eleven Pay Periods
921 – 1000	Twelve Pay Periods

16.8 Every employee must expend all of his/her accumulated vacation leave in excess of eighty (80) hours and all of his/her compensatory time prior to commencing an approved leave of absence without pay. Every employee who, having less than eighty (80) hours of accumulated vacation leave, chooses to expend his or her accumulated vacation leave in connection with the taking of approved leave of absence without pay, must expend said accrued vacation prior to commencing his/her leave of absence without pay.

(a) The above article 16.8 does not apply in the case when an employee is on medical leave in accordance with Family Medical Leave Act or California Family Rights Act (FMLA/CFRA) and receiving some form of wage replacement (State Disability Insurance or Temporary Disability benefits). In those cases refer to the County Policy regarding leaves of absence for how employee's accumulated leave can be used to coordinate with these benefits.

16.9 No employee shall be permitted to alternate the use of paid leave (vacation, sick leave, compensatory time off, etc.) with leave without pay.

16.10 An employee shall earn holiday credit in accordance with the table in Article 16.5 whenever he/she is on leave without pay during a week when the County observes a holiday.

17.0 PERSONNEL PRACTICES

17.1 PERSONNEL FILES

- (a) An employee, or an employee representative, steward or the Association representative with the prior written consent of the employee, may inspect that employee's personnel file located in Human Resources, excepting however, all material obtained from other employers and agencies at the time that employee was hired.
- (b) No comment adverse to the interests of a public safety officer may be entered in his personnel file, or into any other record kept on him, without according him an opportunity to read and sign the adverse instrument. If the public safety officer refuses to sign the instrument, it may nevertheless be entered in his file or records so long as a witness notes in writing that the officer had an opportunity to read and sign the instrument but refused to do so. In any case, the officer has thirty (30) days within to file a written response to the adverse instrument, and any such written response must be attached to the adverse instrument.

17.2 OUTSIDE EMPLOYMENT

- (a) Employees who intend to begin employment in a job in addition to their County employment, must notify their Department Head in writing. The notice must be submitted at least two (2) weeks in advance and must give enough specifics about the additional employment to allow departmental management to check the new job for possible conflict of interest. Employees would not be allowed to accept outside employment when such employment is specifically contrary to Federal, State, or County laws or ordinances.
- (b) Employees currently employed on jobs in addition to County employment must give written notification of their outside employment to their Department Head. Such notice shall provide enough specifics about the additional employment to allow the County to be fully advised of such employment. Such employees, however, will not be required to terminate such employment unless it is explicitly evident that such employment is directly contrary to Federal, State, or County laws or ordinances.
- (c) The provisions of this Article shall not be construed as limiting the application of Chapter 7 of Title 9 of the California Government Code (commencing Section 87100).

17.3 EMPLOYMENT OF RELATIVES

- (a) The employment of a member of any employee's immediate family within the same department shall only be permitted when (1) the related employees are

not supervised by the same supervisor, and when (2) the course and nature of their work is independent and does not cause interaction or a close working relationship. An employee's immediate family shall be considered for this provision as spouse, child, mother, father, grandparent or grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or the corresponding step-relationship.

- (b) Relatives of non-classified employees shall not be employed in the same department as the non-classified employees.
- (c) The employment of relatives exclusion shall not apply to employees currently employed as of the date of adoption of this contract.

17.4 SALARY ON PROMOTION

- (a) Any employee who is appointed to a class having a higher salary range than the class which he/she formerly occupied shall receive the nearest higher bi-weekly salary not less than one (1) full grade/step in the new salary range, but not to exceed the salary range maximum as of the date upon which the promotion becomes effective. Such a promotion may be either inter- or intra-departmental. In such cases, the employee shall receive a new salary anniversary date.
- (b) Neither the Association nor any employee may demand arbitration on a disagreement regarding the allocation of a salary or salary range of any class pertaining to an employee or employees in the personnel transactions described in Article 17.4(a).

17.5 PREGNANCY LEAVE

- (a) The parties agree that departmental management shall grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such employee may, but does not have to, first use any accrued vacation or compensatory time off, before electing to go on leave of absence without pay under this provision. Prior to the employee's beginning pregnancy leave, the employee shall submit a request for vacation, compensatory time off or sick leave to be utilized during said leave, if any. Once the request has been submitted by the employee and a leave schedule with or without use of requested accrued benefits has been approved by the Department Head, such schedule shall not be changed without the approval of the Department Head. Such leave schedule shall not permit the alternating of paid leave (vacation, sick leave or compensatory time off) with leave without pay.

Such leave of absence without pay shall not exceed one hundred twenty (120) calendar days whether or not it is combined with sick leave, vacation or compensatory time off.

- (b) The use of Article 17.5(a) does not preclude an employee from utilizing the Family Care and Medical Leave Act.
- (c) Any employee who grieves Article 17.5(b) shall only be allowed to pursue such grievance up to and including the Director of Human Resources level.

18.0 LAYOFF PROCEDURE

18.1 The County shall have the authority to eliminate budgeted positions and thereby lay off employees for any of the following reasons: lack of work, lack of funds or in the interest of economy. Interest of economy includes operational concerns such as the apportionment of functions/services in the manner deemed to be the most appropriate and does not necessarily equate to the least expensive apportionment of functions/services.

18.2 The County shall determine the number of budgeted positions to be eliminated and the classifications in which layoffs are to be made and the number of employees to be affected. As soon thereafter as possible, the County shall consult with the Union about such layoffs.

18.3 The appointing authority shall contact Human Resources about initiation and implementation of the layoff procedure. Once a layoff list is developed by the respective department, a list of affected persons shall be sent to the Director of Human Resources who shall provide a copy to the Union.

18.4 DEFINITIONS

- (a) A layoff is defined as actual separation from County service, an involuntary reduction in work hours, a demotion in lieu of layoff or for any of the reasons described in Article 18.1 above.
- (b) For the purposes of this provision, a class is defined as any position or group of positions with the same classification title.
- (c) A series is defined as a number of classes related to one another in terms of ascending difficulty, authority and/or responsibility within the same occupational field. (The classes that constitute a series shall be determined by the Director of Human Resources following consultation with the Union.)
- (d) Seniority in a class under this provision shall mean continuous paid service in provisional, limited-term, probationary and permanent status in a class; time worked in another County department in the same class; time worked in the

same department in another closely related class that was abolished and not replaced; and time worked in a temporary out-of-class assignment. An employee's seniority shall not be broken during a leave of absence. The time during such leave of absence, however, shall not be counted towards seniority. The computation of seniority for part-time employees in regular allocated positions shall be based on the total number of hours worked in a class.

- (e) Seniority in a series under this provision shall mean continuous paid service in provisional, limited-term, probationary and permanent status in a series; time worked in a temporary out-of-class assignment; time worked in the same department in another closely related class that was abolished and not replaced. An employee's seniority shall not be broken during a leave of absence without pay. The time during such leave of absence, however, shall not be counted towards seniority. Time worked in another department in the same series shall be used to determine the right of an employee to displace another employee in a lower class in the same series in the current department.
- (f) Displacement right means the right of an employee with more seniority to cause an employee with less seniority to be demoted to a lower level position or to be laid off. When no lower level position exists, the employee with less seniority is laid off.
- (g) Higher level employee under this provision means an employee in a class with a higher salary range maximum than another employee in a class with a lower salary range maximum within the same series.
- (h) Flex staff position means a position which is budgeted and thereby eligible to be filled either at the entry level or at the journey level in a series. In determining seniority when all employees in a flexibly staffed class series occupy the highest class in the series, the total length of time each employee worked in the series shall be considered as time worked in the current class. When all employees in a flexibly staffed class series do not occupy the highest class in the series, the classes shall be considered as allocated and budgeted at each level.
- (i) Right of first refusal means a former or current employee on the Re-employment List has the first right to employment in a vacant position and that others will not be offered employment in such position until such former or current employee has declined reappointment as provided in Article 18.10(e).
- (j) Right of first consideration means a former employee on the Re-employment List has the first opportunity to be interviewed and evaluated for a vacant position before other applicants are interviewed.

- 18.5 (a) A layoff in a department shall not affect employees working in the same class or series or any other series in another County department.
- (b) A layoff in a department shall not affect employees working in any other series in the same department, unless an employee had prior provisional, limited-term, probationary or permanent status in a class within another series, in which such instance such employee, who would otherwise be laid off, may displace an employee in another series in the same department as long as he/she has more seniority in the prior class in accordance with Article 18.6(a).
- 18.6 (a) Where layoffs or demotions are to occur they shall be initiated with employees having the least seniority within a class and shall progress through employees having the most seniority within a class. When there is more than one employee with the same seniority, the order of layoff shall be determined by considering the employee's most recent performance evaluations, with the employee receiving the lower evaluation being laid off before the employee receiving the higher evaluation.
- (b) After determining the class, the appointing authority shall designate the persons to be laid off according to the following criteria:
- All layoffs, as determined by the County, shall be made in the following order: firstly, those employees hired under emergency conditions; then temporary employees; then provisional; then limited-term; then probationary; and finally employees holding permanent status.
- 18.7 (a) An employee who has been designated for layoff may displace an employee in a lower class in the same series in the same department in accordance with his/her standing as listed in Articles 18.6(a) and 18.6(b). In the same manner, the employee thus displaced may likewise displace another employee, and so on. A higher-level employee who has been designated for layoff shall retain his/her seniority accrued in a higher-level class and have same counted towards seniority in a lower class. When no lower level budgeted position exists, the employee with the least seniority is laid off.
- (b) An employee who was promoted or reclassified in the same department and whose former class was abolished or replaced shall have displacement rights to the class that replaced his/her former class. In this instance, an employee in the existing class if he/she has more seniority in the class.
- 18.8 (a) An employee to be laid off shall be given not less than ten (10) working days advance written notice of the effective date of such layoff by the appointing authority. The notice may be either personally delivered to the

employee or sent by certified mail to the employee's last known address. The last known address shall be considered as being the address which is in the personnel file of the employee. The notice shall be deemed served on the date it is personally delivered to the employee or on the date it is mailed to his or her last known address.

- (b) To be considered for demotion in lieu of layoff, an employee must notify his/her appointing authority in writing of his/her decision not later than five (5) days after receiving the notice of layoff.
- 18.9
- (a) The names of employees laid off or demoted under this procedure, arranged in the order of greatest to least seniority, by class, shall constitute a Re-employment List for that class. The person's name shall remain on the Re-employment List for two (2) years from the effective date of layoff of such employee. An employee who is rehired within the two (2) year period shall retain his/her seniority and shall retain his/her years of service for vacation accrual as the same existed on the date of layoff.
 - (b) Individuals identified on a Re-employment List shall have the right of first refusal for appointment to fill a vacancy in the same class and in the same department from which the employee was laid off. A person who accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion. A person who accepts such reappointment after one (1) year of the date of layoff or demotion and within two (2) years of the date of such action may, at the Department Head's discretion, serve a six (6) month probationary period. The person's salary shall be at the same grade/step held as of date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.
 - (c) A person on the appropriate Re-employment List as determined herein who has requested in writing an appointment to a lower class in the same series in the same department from which he/she was laid off, shall be offered employment in order of seniority in the series. This provision shall take precedence over Article 18.9(a). A person who accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion. A person who accepts such reappointment after one (1) year of the date of layoff or demotion and within two (2) years of the date of such action may, at the Department Head's discretion, serve a six (6) month probationary period. The person's salary shall be at the same salary step held as of the date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.

- (d) A person on a Re-employment List will have the right of first consideration for employment in vacancies occurring in other departments in the same or lower class from which the employee was laid off. An employee rehired under this provision shall serve a new probationary period. Such re-employment shall establish a new salary anniversary date, but such employee shall retain his/her seniority and years of service for vacation accrual as the same existed on the date of layoff.
- (e) An employee who was demoted in lieu of layoff and who accepts reappointment in the same class and department from which the employee was demoted shall (1) retain his/her seniority in the class from which he/she was demoted as of the date of reappointment, and (2) such reappointment shall not establish a new salary anniversary date. When an employee's salary was Y-rated at the time of demotion, the employee upon reappointment shall be placed in the same salary step as was held as of date of demotion.
- (f) An employee in order to be returned to employment under this provision must meet all the minimum qualifications for the class.

18.10 The names of persons shall be deemed removed from Re-employment Lists and their entitlement to appointment from such lists terminated as follows:

- (a) Upon the expiration of two (2) years following the effective date of layoff of such person.
- (b) Upon being appointed to a regular position within County service in a class which is the same as the one for which the list exists, or which, at the time of appointment, is equal to or higher in salary (E-grade/step) than the class for which the Re-employment List exists.
- (c) Employees shall not be deemed removed from a Re-employment List as a consequence of being appointed to any temporary or limited-term position in any class, or for acceptance of employment in a lower level class (lower E-grade/step salary than the class for which the employment list exists).
- (d) Upon declining an offer of reappointment (except in instances where the person states in writing that he/she is temporarily medically incapacitated).
- (e) In the event a person states in writing that he/she does not desire reappointment, or fails to file a written statement expressing his/her desire for reappointment within five (5) calendar days following personal delivery or the date of certified mailing to his/her last known address. A person may, upon written request, be granted a temporary waiver of appointment for a period of up to thirty (30) calendar days. A denial of a temporary waiver may only be for good cause.

19.0 SALARY ON REDUCTION

- 19.1 When an employee is placed or voluntarily changes to a position with a lower salary range maximum in the same series for reasons other than unsatisfactory performance in the same department, the salary of the employee shall not be reduced and there will be no change in anniversary date. In such event, the employee shall not be granted any merit grade/step increases or salary range increases until such increases are appropriate within the salary range for the employee's new class. An employee's current salary may fall within the salary range of the new class but not necessarily on an established grade/step in the new range. In such event, the employee's salary may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee. However, if the nearest higher grade/step is lower than the grade/step previously held in the old salary range, the employee's salary shall be adjusted to such higher grade/step in his/her current salary range.
- 19.2 When an employee accepts a voluntary reduction to a position with a lower salary range maximum in the same or another department, in a different series, the salary of the employee shall be adjusted to the next lower grade/step not less than one (1) full grade/step in the salary range for the employee's new class unless it would be below the minimum of the new salary range. In such instance, the salary would be the minimum of the new range. After the one (1) full grade/step adjustment, an employee's salary may fall within the salary range of the new class but not necessarily on an established grade/step in the new range. In such event, the employee's salary may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee. If, after the one (1) full grade/step adjustment the employee's salary remains above the salary range maximum of the new class, said employee's salary shall be adjusted to that maximum. In such cases, the employee shall retain the same salary anniversary date.
- 19.3 When an employee is adjusted to a position with a lower salary range maximum for reasons of unsatisfactory performance or disciplinary reasons, the employee's salary shall be adjusted to the next lower grade/step not less than one (1) full grade/step in the new salary range unless it would be below the minimum of the new range. In such instances, the salary would be the minimum of the new range. After the one (1) full grade/step adjustment, an employee's salary may fall within the salary range of the new class but not necessarily on an established grade/step in the new range. In such event, the employee's salary may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee. If after the one (1) full grade/step adjustment, the employee's salary remains above the salary range maximum of the new class, said employee's salary shall be adjusted to that maximum. The effective date of the action shall become the employee's new salary anniversary date.

20.0 GRIEVANCE PROCEDURE

20.1 The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint or reprisal against any employee or employees who may submit or be involved in a grievance.

20.2 DEFINITIONS, FORMAT AND EXCLUSIONS

(a) Whenever used, the term "employee" means either employee or employees as appropriate.

(b) As used herein "work days" means days the County of Napa Human Resources Division is normally open.

(c) A "grievance," except as provided in Article 20.4 means:

(i) A complaint over the interpretation, application or compliance with established Personnel Rules and Policies, resolutions, personnel ordinances or Memorandums of Understanding, or

(ii) An allegation by an employee or a group of employees that the County has taken disciplinary action without just cause.

(iii) "Discipline" consists of dismissal, suspension, letter of reprimand, demotion, reduction in class or a salary step reduction. "Discipline" shall not include a demotion or reduction in class which has been (a) voluntarily requested or consented to by an employee, (b) necessitated by factors other than the employee's performance, or (c) implemented due to an employee's inability to satisfactorily perform the assigned duties and responsibilities of the job. The County shall give the employee and the Association notice of any such demotion together with the reasons for the demotion.

(iv) The Management Rights provision, Article 24, is neither grievable nor arbitrable.

20.3 The grievance shall be submitted on a form prescribed by Human Resources. Each written grievance shall include a statement of the problem, the date upon which the problem occurred, the Article of this Memorandum or resolution, rule, policy, ordinance or applicable law alleged to have been violated, a statement of the proposed remedy, the date the grievance is filed and the signature of the grieving party.

- 20.4 (a) A complaint is not reviewable under the grievance procedure if it is a matter which is handled under some other administrative procedure.
- (b) Any employee who elects the remedy of filing a complaint on an otherwise grievable issue with an administrative agency/tribunal, whether state or federal, thereby waives, abandons and voids any rights to arbitrate the matter. The employee may, however, grieve the issue up to the Director of Human Resources level.
- (c) Article 20.5 shall not be operable under this Article.
- 20.5 The employee organization may grieve disagreements over the interpretation, application or compliance with the terms and conditions of this Memorandum of Understanding.
- 20.6 The employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in formal grievance meetings as described in Articles 20.8(b) and 20.8(c). Furthermore, at his/her request, the employee may have a representative present at a meeting of an investigatory nature between him/her and the County if it may reasonably be concluded from all the circumstances that the meeting may lead to the suspension, demotion, reduction in class or dismissal of the employee.
- 20.7 WAIVERS AND TIME LIMITS
- (a) Failure of a grieving party to initiate a grievance within the time limit specified in Article 20.8(a) shall void the grieving party's right to grieve the matter. Failure by management to reply to the grievance within the time limits specified automatically grants to the grieving party the right to process the grievance to the next level. Failure on the part of the grieving party to respond within the time limits specified shall constitute an abandonment of said grievance.
- (b) Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- (c) If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- (d) By mutual agreement, the grievance may revert to a prior level for reconsideration.

20.8 PROCESSING OF GRIEVANCES

The following procedure shall be followed by an employee submitting a grievance pursuant to this policy:

(a) Discussion with Supervisor – Step 1:

The parties will attempt to reach informal resolution prior to filing a formal grievance. Within ten (10) workdays from the occurrence of the matter on which the grievance is based, or within ten (10) workdays from the time the employee would reasonably be expected to know of the occurrence, the grieving party shall discuss the grievance with the immediate supervisor informally. Within five (5) working days, the supervisor shall give his/her written decision to the grieving party. However, if the employee cannot discuss it with his/her immediate supervisor, the employee may present the grievance to the next superior above the immediate supervisor without further delay or waiting.

(b) Written Grievance to Superior – Step 2:

If the grieving party is dissatisfied with the solution at the immediate supervisor step, the grieving party may, within ten (10) working days after the immediate supervisor has reached a decision or should have so rendered a decision, present the grievance on the prescribed form to the next immediate supervisor. This superior shall hear the grievance and give his/her written decision to the grieving party within ten (10) working days after receiving the grievance.

(c) Grievance to Department Head – Step 3:

If the grieving party is dissatisfied with the solution at the previous step, the grieving party may, within ten (10) working days of date of receipt, present the grievance in writing to the head of the department. The head of the department shall, within ten (10) workdays after receipt of the grievance, hear the grievance and render a written final decision unless the grievance is applicable to Article 21 (Grievance Arbitration). This decision shall be set forth in writing to the grieving party with a copy to Personnel Services.

21.0 GRIEVANCE ARBITRATION

21.1 DEFINITION

For a grievance to be reviewable under this Article, it must involve a disagreement over the interpretation, application or compliance with the terms of

the Memorandum of Understanding; or involve a disciplinary action of a permanent employee. A disciplined employee shall have ten (10) working days from date of action to file a grievance alleging that the action was not for just cause. In and of themselves, Personnel Rules and policies, resolutions or personnel ordinances shall not be subject to arbitration including the interpretation, application or compliance thereof.

21.2 EXCEPTION

Articles 20.8(a), (b), and (c) above must be followed before utilizing this Article, except for grievances involving the disciplining of an employee which shall be filed with the Department Head per Article 20.8(c) above.

21.3 GRIEVANCE TO DIRECTOR OF HUMAN RESOURCES – STEP 4:

Within ten (10) working days from the receipt of the written decision of the Department Head or designated representative, the employee or his/her representative may submit the grievance to the Director of Human Resources.

Unless additional time is determined to be needed by the Director of Human Resources, within thirty (30) working days from date of receipt of the grievance, the Director of Human Resources shall hear and render a written decision. The decision of the Director of Human Resources shall be final on disciplinary actions involving a letter of reprimand, except on issues involving Union security. In the event additional time is determined to be necessary, the time limit stated herein can be waived or extended by mutual agreement of the parties.

21.4 GRIEVANCE ARBITRATION PROCEDURE

Within ten (10) working days from the receipt of the decision of the Director of Human Resources, or designee, the employee may request arbitration as follows:

- (a) A grievance Arbitration Panel comprised of one (1) member appointed by the County, one (1) member appointed by the employee organization representing the employee in accordance with the Employer-Employee Relations Policy, and one (1) member to be appointed by mutual agreement.
- (b) If both parties mutually agree, the matter can be referred to a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Panel and request that the Panel appoint an arbitrator.

21.5 Arbitration of a grievance hereunder shall be limited to the formal grievance as provided in Article 20.8(b) as originally filed by the employee to the extent said grievance has not been satisfactorily resolved. Any fees or expenses of the

arbitrator including the cost of the original transcript, if any, shall be shared equally by the parties involved. However, all other expenses including, but not limited to, fees for witnesses and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

- 21.6 The written decision by the panel or arbitrator resulting from any arbitration of grievances hereunder shall be binding upon the parties hereto.
- 21.7 The decision of the panel or arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of the Memorandum of Understanding agreed to by the parties involved.
- 21.8 The arbitrator shall render a decision not later than thirty (30) calendar days after submission of, or receipt of final written arguments, if any, from the parties. The thirty (30) day period may only be extended by agreement of the parties mutually arrived at in private.

22.0 INTERRUPTION OF WORK

- 22.1 The Association agrees that during the term of this Memorandum of Understanding neither its officers, employees, agents or members will, directly or indirectly, initiate, engage in, encourage, sanction, support, instigate or suggest any strike, slow-down, mass resignation, mass absenteeism, sick-ins, picketing or similar concerted activity which would suspend, interfere with or interrupt the normal work and operations of the County and its departments. In the event that any Association member participates in such activity in violation of this provision, the Association shall immediately notify the member or members so engaged to cease and desist from such activities and shall further direct such member to promptly return to his/her normal duties.
- 22.2 The County shall have the right to deny all usage of sick leave by any employee if the County Administrator has reasonable cause to believe the sick leave usage is related to a sick out or any other form of concerted activity. This provision shall be interpreted so as to limit the denial of sick leave for the time in question.

23.0 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- 23.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 23.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with

respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the term of this Memorandum of Understanding.

- 23.3 It is understood and agreed that the terms and conditions of employment set forth in this Memorandum of Understanding, or elsewhere in County law, rule or practice are subject to all current and future applicable federal and state laws, rules or regulations. If any term of this Memorandum of Understanding, or of existing County laws, rules or practice is determined to be inconsistent with or in conflict with any applicable state or federal law, regulation or rule, the parties shall immediately commence to meet and confer to modify, delete or replace the term of the Memorandum of Understanding, County law, rule or practice determined to be inconsistent or in conflict with state or federal law, rule or regulation.
- 23.4 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- 23.5 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

24.0 MANAGEMENT RIGHTS

- 24.1 Subject only to the limitations set forth in this Agreement, the County's right to direct the work force shall be unimpaired. The rights shall include, but are not limited to, the following:

To manage and direct its business and personnel, to manage, control and determine the mission of its departments, commissions or boards, building facilities and operations; to create, change, combine or abolish jobs, departments' services and facilities in whole or in part; relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by County to be legitimate; to direct the work force; to set standards of service; to maintain the efficiency of County operations; to increase or decrease the work force and determine the number of employees needed; to hire, train, transfer and promote employees; to take disciplinary actions; to determine the procedures and standards of selection for employment and promotion; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to take all necessary actions to

carry out its mission in emergencies; and to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

- 24.2 The exercise of such rights by the County shall not preclude the Association from communicating with the County about the consequences that the decision of these matters may have on wages, hours, and other terms and conditions of employment.

25.0 STATE DISABILITY INSURANCE

- 25.1 Contributions for State Disability Insurance (SDI) shall be deducted from the salary of each employee. Contributions for SDI shall be made solely by the employee.
- 25.2 An employee shall apply for SDI benefits as soon as he/she is eligible to receive them; and, at the same time, he/she shall notify his/her Department Head. If an employee who is eligible to receive SDI benefits chooses not to apply for them, he/she shall notify his/her Department Head of that fact in writing, who shall notify the Auditor/Controller's office, otherwise deductions shall automatically be made from his/her salary by the Auditor/Controller in the amount he/she would receive in SDI benefits.
- 25.3 An employee who receives SDI benefits shall use his/her accrued sick leave, if any, in conjunction with SDI benefits. When his/her sick leave, if any, is exhausted, an employee may use his/her accrued vacation or compensatory time off, if any, in conjunction with SDI benefits in accordance with Article 16.9. The employee must promptly notify the Department Head in writing if he/she wishes to use vacation or compensatory time off in conjunction with SDI benefits. The gross salary of an employee using accrued sick leave or vacation or compensatory time off, if any, shall be reduced by the SDI benefits received by him/her in accordance with the SDI Benefit Schedule.
- 25.4 The County shall continue to contribute to the health, life, and dental insurance of an employee who is receiving SDI benefits so long as he/she is in a payroll status with the County in accordance with Article 8.5. An employee is in a payroll status with the County so long as he/she is using accrued sick leave, vacation or compensatory time off in conjunction with SDI benefits.
- 25.5 An employee shall earn sick leave and vacation benefits during any full bi-weekly pay period in which he/she receives SDI benefits in accordance with Article 16.5. Furthermore, an employee shall receive service credit for seniority and merit grade/step increases during such a period so long as he/she is in a payroll status with the County. Service credit for seniority and merit grade/step increases shall be counted on a pro rata basis for the time the employee was in a payroll status.

- 25.6 Absence from work by an employee who is receiving SDI benefits, but who is not in a payroll status with the County, shall be deemed on an approved leave without pay not to exceed thirty (30) working days without further approval of the Board of Supervisors. Absence from work by an employee who is receiving SDI benefits, but who is in a payroll status with the County shall be deemed on an approved leave without pay in the same ratio as the ratio between SDI benefits received by the employee and his/her full gross salary. When an employee who is receiving SDI benefits is not in a payroll status with the County, the County shall contribute to the health, life and dental insurance in accordance with Article 8.5. The eligibility of the employee for seniority, grade/step increases, the completion of probation and other County benefits shall be the same as any other employee on an approved leave without pay.
- 25.7 No employee shall receive his/her full salary from the County while at the same time receiving SDI benefits.

26.0 RESERVATION OF RIGHTS

No term or provision of this Memorandum of Understanding shall be construed to constitute a waiver by the County or the Association of the rights guaranteed to the County or the Association by Government Code Section 3508 or to stop the County or the Association from exercising said rights.

27.0 IMPLEMENTATION

- 27.1 This Memorandum of Understanding constitutes a mutual recommendation of the representatives of the Association and the representatives of the County to be jointly submitted to the Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding, in whole or in part, unless and until said Board of Supervisors formally approves said Memorandum of Understanding. Upon such formal approval, the specific provisions of this Memorandum of Understanding shall supersede and have control over prior conflicting or inconsistent County ordinances or resolutions that pertain to the scope of representation as prescribed under Section 3504 of the California Government Code. If the Board of Supervisors fails to approve this Memorandum of Understanding, either party may request the resumption of negotiations.

27.2 REWRITE PROCESS

In the predecessor MOU (2004-2007 term), the parties agreed to the rewriting of the MOU for clarity, consistency and simplification and to finalize the rewriting during the term of that MOU. The parties have nearly completed the rewriting. The parties agree to continue to meet and endeavor to complete the rewriting before commencement of negotiations of the successor MOU to this agreement. The parties agree to include the language agreed to as a result of the rewrite process into the successor MOU.

27.3 MOU RE-OPENER

The parties agree to reopen the MOU as follows:

- (a) The parties agree to reopen the MOU to discuss the County and the Department's travel policy and meal reimbursement policy. A County panel is currently studying these issues. Upon the completion of that study, the parties shall reopen the contract to reach an agreement in this regard.
- (b) The parties agree to reopen this MOU to meet and confer regarding all available options to establish alternative and/or improved retiree health care benefits. The parties specifically agree that failure to reach an agreement in this contract re-opener shall not be resolved through any impasse or arbitration procedure, but rather the status quo will be maintained.
- (c) The County will release up to two (2) employees as officially designated representatives of the bargaining unit, for attendance at the meetings.
- (d) The committee will address the issue of bilingual premium pay at such time as the County and Public Services Employee Units and the DSA Units mutually agree to meet.

The Labor Management Committee will meet and confer and endeavor to resolve these issues by March 1, 2005 and will commit to a regular schedule in an attempt to achieve resolution of this issue. The parties may agree to extend the deadline for issue resolution. The issue outlined in subsection (d) is not grievable. However, failure to follow the procedures outlined in subsections (a) through (c) are subject to review under the Meyers-Milias-Brown Act and the County's Employer-Employee Relations Resolution. The parties agree to limit the applicability of the County's Employer-Employee Relations Resolution to mediation as it relates to impasse and resolution procedures.

28.0 OBLIGATION TO SUPPORT

The parties agree, subsequent to the execution of this Memorandum and during the time said Memorandum is pending before the Board of Supervisors for action, neither the Deputy Sheriffs' Association, nor management, nor their authorized representative, nor any member, will appear before the Board or meet with members of the Board individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum. It is further understood this Article shall not preclude the parties from appearing before the Board nor meeting with individual Board members to advocate or urge adoption and approval of this Memorandum in its entirety.

29.0 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other by August 1, 2013, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than thirty (30) days after such receipt.

30.0 AUTHORIZED AGENTS

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

30.1 Management's principal authorized agent shall be County's Director of Human Resources, or his/her duly authorized representative (Address: 1195 Third Street, Room 110, Napa, California 94559, Telephone: 253-4303), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

30.2 Deputy Sheriffs' Association's principal authorized agent shall be the President or his duly authorized representative except where a particular Association representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

31.0 SEVERABILITY

In the event that any provisions of this Agreement shall at any time be declared invalid by a decision of any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties to this Agreement that all other provisions of the Agreement not so declared invalid, shall remain in full force and effect.

32.0 TERM

This Memorandum of Understanding shall be effective October 1, 2013 to and including September 30, 2016, except where another implementation date was specifically negotiated.

FOR THE COUNTY OF NAPA:

**FOR THE NAPA COUNTY DEPUTY
SHERIFFS' ASSOCIATION:**

Law Enforcement - Supervisory Unit



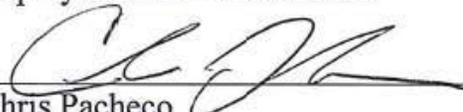
Heather Ruiz
Director of Human Resources



Molly Rattigan
Principal Management Analyst



Jon Crawford
Deputy Sheriffs' Association



Chris Pacheco
Deputy Sheriffs' Association

**COUNTY OF NAPA
LAW ENFORCEMENT SUPERVISORY UNIT**

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ADDENDUM A

**COUNTY OF NAPA
LAW ENFORCEMENT SUPERVISORY UNIT**

**LIST OF CLASSIFICATIONS, SALARIES & JOB CODES
EFFECTIVE OCTOBER 1, 2013**

Job Code	Classification	FLSA	Biweekly Salary	Monthly Salary
22905	SERGEANT	Nonexempt	\$3,834.40 – 4,631.00	\$8,308.00 – 10,034.00
23005	SENIOR SERGEANT	Nonexempt	\$3,891.92 – 4,700.67	\$8,432.00 – 10,185.00
11505	SUPV DISTRICT ATTORNEY INVESTIGATOR	Nonexempt	\$4,236.00 – 5,108.80	\$9,178.00 – 11,069.00

ADDENDUM B

Senior Sergeant Program

The Senior Sergeant Program is a career officer development program. The program is designed to encourage Sergeants to develop in the profession of Law Enforcement through education, training, and departmental involvement.

The experienced officer involved with the Senior Sergeant Program becomes better qualified to meet the challenges of the Law Enforcement profession by improving his/her skills. By participating in academic training, specialized units or positions, and longevity with the Napa County Sheriff's Department, the Senior Sergeant becomes an asset to the Sheriff's Department and to Napa County.

A Senior Sergeant Program is designed to enhance the careers of veteran officers who do not promote to a management position. In many situations the officer does not wish to promote to a management position due to his/her attachment to the duties he/she is performing.

Law Enforcement Officers are encouraged to be the very best they can be in whatever capacity they are assigned. It is important that officers be recognized for distinguished service not only for the individual officer but the Law Enforcement profession as a whole. Law Enforcement Officers, just as in other professions, must be recognized for their contribution of years and involvement in the department and the community.

The experienced Officer that works toward and meets the criteria established in the Senior Sergeant Program becomes better qualified to meet the challenges of the Law Enforcement profession by improving his/her personal skills. Criteria is based upon academic training, departmental involvement, years of service with the Napa County Sheriff's Department or a combination thereof. When the criteria is met, the Officer receives visible and monetary recognition and serves as a role model for those that follow in the Law Enforcement profession.

The Senior Sergeant Program is not a longevity (years of service) program, but should be regarded as a career development program that benefits the Officer, the Napa County Sheriff's Department and the citizens of Napa County.

Senior Sergeant Criteria

- 5 years of Supervisory Experience (as a Sergeant within the Napa County Sheriff's Office or equivalent position in another law enforcement agency)
- Attend the Napa County Supervisory Academy
- 1 year of experience in an ancillary assignment as a Sergeant (see list of assignments below)
- Possession of an Supervisory Peace Officer Standards and Training (POST) Certificate
- 2 years of continuous service with the Napa County Sheriff's Office

Ancillary Assignments:

- Field Training Officer
- Departmental Firearms Instructor
- Special Weapons and Tactics (SWAT)
- Canine Unit
- Department Liaison Sergeant to Sheriff (posses – Search and Rescue, Mounted, Aero Squadron)
- Hazardous Device Team (Bomb Squad)
- Dive Team
- Evidence Collection
- Hostage Negotiations
- Accident Reconstruction
- D.A.R.E.
- Offroad Enforcement Team