

**Negotiations between County of Monterey and Monterey County Deputy Sheriffs’
Association (MCDSA)
2024**

**Tentative Agreement
June 27, 2024**

Package Tentative Agreement: The County of Monterey has an interest in reaching a multi-year agreement with MCDSA which balances the County’s current fiscal obligations with the goals of the unit employees. The County proposes the below contract terms as a package in order to maintain positive labor relations between County and MCDSA. Acceptance of this proposal by MCDSA results in the acceptance of all provisions herein. After agreement on these terms is reached, the County and MCDSA agree to finalize the Memorandum of Understanding, no later than September 1, 2024, for MCDSA to reflect these terms as well as clean up existing language as necessary. Summary of the proposed terms (full language to follow):

ARTICLE 5 TERM

The County and MCDSA agree to a three (3) year term ending June 30, 2027.

ARTICLE 6 WAGES

6.1 Wages

- Year 1- 3.0% effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement.
- Year 2- 3.0% effective the first full pay period following July 1, 2025.
- Year 3- 4.0% effective the first full pay period following July 1, 2026.

ARTICLE 16 HOLIDAY LEAVE

The County agrees to observe Cesar Chavez (March 31st) as a County holiday effective calendar year 2025.

ARTICLE 7: SPECIAL PAY PRACTICES

7.4 Longevity Pay

Unit members who have completed twenty (20) years of County service prior to the first full pay period following July 1, 2024, shall receive premium pay of six percent (6%).

Effective the first full pay period following Association ratification and Board of Supervisors approval of this agreement, permanent unit employees, who accrue:

- Ten (10) consecutive years of service, shall receive a premium pay of two and a half percent (2.5%) of their base wage.
- Fifteen (15) consecutive years of service, shall receive a premium pay totaling three and a half percent (3.5%) of their base wage.
- Twenty (20) consecutive years of service, shall receive a premium pay totaling five and half percent (5.5%) of their base wage.

Consecutive service years include service time worked as a permanent employee as long as there was no break in service greater than four (4) pay periods. Time while on protected leave(s) is considered for service credit. Service time of less than 1.0 FTE shall be pro-rated based on FTE.

The Longevity premium pay will be reported in accordance with PERS regulations section 571A. Elected Annual Leave Cash Out values will be inclusive of the longevity pay.

Eligible employees are required to complete and submit the required form to their respective Human Resources Department at least two (2) weeks prior to the employee's eligible date to ensure that the premium pay is processed in a timely manner. Retroactive payments will not be processed for those forms submitted late by the employee.

ARTICLE 10 BENEFITS PROGRAMS

- The fixed County elective contribution towards the cost of CalPERS health plans shall remain status quo for coverage year 2024.

- The County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows effective coverage year 2025:
 - \$839 for employee only
 - \$1,811 for employee plus one
 - \$2,330 for employee plus family
 - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- The County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows effective coverage year 2026:
 - \$881 for employee only
 - \$1,902 for employee plus one
 - \$2,446.45 for employee plus family
 - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

- The County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows effective coverage year 2027:
 - \$925 for employee only
 - \$1,997 for employee plus one
 - \$2,569 for employee plus family
 - For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan (excluding optional post-tax benefits), the full amount of funds not utilized shall be forfeited.

ARTICLE XX CLASSIFICATION PLAN MAINTENANCE

XX.1 Classification Study Requests

With the exception of calendar year 2024, MCDSA may submit a request for a classification and/or base wage compensation study on behalf of MCDSA represented employee(s) between March 1st and May 31st of each calendar year. The Director of Human Resources may designate an alternate submission period due to operational considerations and/or to accommodate the County's budget preparation timeline. Classification and/or base wage compensation study requests by MCDSA will be received during this period only. Requests shall be submitted to the Human Resources Department Classification and Compensation Unit on the authorized request form. The maximum number of countywide requests shall be capped at five (5) per year.

After the close of the designated submission window, the Human Resources Department will review the submitted requests and evaluate factors such as: classification levels, compaction concerns, recruitment or retention difficulties, and additional responsibilities that are not within the scope of the existing classification specification. The Human Resources Department will determine which studies are warranted and the type of study to be conducted (i.e., classification study, classification specification review, base wage compensation review, etc.). MCDSA will be notified of each study the County finds not warranted within ten (10) working days. MCDSA will have ten (10) working days to appeal the decision with additional information as to why the study should be warranted or submit an alternate request in its stead.

The Human Resources Department will provide quarterly updates regarding the progress of the studies. The intent shall be to complete the studies within the fiscal year and will inform the Committee of any studies which will not be completed within this timeframe.

Upon request, the Human Resources Department shall provide a copy of the final Background and Findings report to MCDSA.

If there is a dispute concerning the findings of a study MCDSA may file a written appeal within ten (10) working days of receipt of the findings. The appeal should be filed with the assigned Classification and Compensation Analyst and the manager of the Classification and Compensation Unit and provide a detailed explanation for the basis of the appeal.

If the appeal is not resolved, MCDSA may appeal in writing to the Director of Human Resources, or designee, within ten (10) working days.

The decision of the Director of Human Resources, or designee, shall be final. The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

If it is recommended that the worker be reclassified, all Personnel Policies and Practice Resolution (PPPR) provisions shall apply to classification studies.

XX.2 Working Out of Class Pay

When an employee is assigned to and performs significantly all of the duties of a higher allocated position in a classification whose salary range is at least five percent (5%) higher than the range of the employee’s regular classification, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such assignment shall not change the unit designation or other benefits of the assigned employee. The assignment must be for over ten (10) consecutive working days. Such additional compensation shall begin on the first day of the pay period following the assignment to the duties of the higher position. If the assignment begins on the first Monday of the pay period, the additional compensation shall be effective the beginning of that pay period.

A. For working out of classification the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). As such, if the 5% does not result in the employee reaching at least the first step of the higher salary range, the employee will be placed at the first step of the higher salary range.

At one hundred eighty (180) days, the working out of classification assignment will be reviewed to determine whether it is appropriate for this person to continue working out of classification.

Employees working out of classification or who are removed from Working out of Classification duty as a result of poor performance shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Classification assignment, as a result of performance, shall not have an impact on employee’s official job classification or duties.

For County of Monterey:

For MCDSA:

DocuSigned by:
Aluana Hurtado 6/27/2024 | 12:13 PM PDT

DocuSigned by:
Wesley Wallach 6/27/2024 | 11:33 AM PDT

DocuSigned by:
Patsy Girard 6/27/2024 | 12:13 PM PDT

DocuSigned by:
Michelle Gomez 6/27/2024 | 12:03 PM PDT