

**Negotiations between County of Monterey and the Monterey County Probation Association
(MCPA)
2024**

Date Passed – September 4, 2024

Tentative Agreement Package Proposal: After agreement on these terms is reached, the County and MCPA agree to finalize the Memorandum of Understanding, no later than November 1, 2024, for MCPA to reflect these terms as well as clean up existing language as necessary. Summary of the proposed terms (full language to follow):

ARTICLE 2 TERM

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

ARTICLE 5 COMPENSATION

5.1 Compensation

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

5.5 Overtime

[The County has adopted a 7k work schedule in accordance with Fair Labor Standards Act, Title 29 USC §§ 207.](#) Overtime shall be defined as time actually worked in excess of eighty (80) hours in a two (2) week period for all members of Units M & N who are classified as non-exempt in accordance with the provisions of the Fair Labor Standards Act.

If in the judgment of an appointing authority, extra hours are required to be worked by an employee for the accomplishment of County business, the Appointing Authority may authorize and require the performance of said extra hours.

The Probation Department Safety employees shall work schedules under exemptions allowed by the Fair Labor Standards Act.

For the purposes of this section, paid hours associated with a County holiday (whether actually worked or not), vacation, Standards and Training for Corrections (STC) Leave and compensatory time off shall be considered as hours worked for the purpose of determining overtime.

An individual employee's work schedule shall not be altered for the purpose of eliminating overtime compensation equal to that earned as a result of the employee using approved vacation or compensatory time off hours.

An Appointing Authority requiring extra hours to be worked by an employee may, with no less than thirty (30) hours' notice to the employee require the employee to use unpaid compensatory time off equal to the extra hours worked.

ARTICLE 7 SPECIAL PAY PRACTICES

7.10 Training and Prep Time Pay

Eligible unit members to receive training pay and prep time of ~~one percent (1%) of base wages~~ one dollar and fifty cents (\$1.50) per hour. The differential is paid on an hour-for-hour basis during actual training time. To be eligible for training and prep time pay, the following requirements shall be met:

a. The employee must be designated and assigned as a trainer by the Chief Probation Officer or his/her designee. Training assignments shall be made at the sole discretion of the Chief Probation Officer or his/her designee and an employee so assigned shall serve in those assignments at the pleasure of the Chief Probation Officer or his/her designee.

b. Training assignments shall be no less than one full hour (60 minutes) in duration.

~~b.c.~~ Employees are eligible to receive up to two (2) hours of prep time with prior approval from the training Probation Services Manager.

7.11 Longevity and Retention

7.11.1 Retention Stipend

Unit employees covered by this Memorandum of Understanding will be eligible to receive a \$1.00 per hour Retention Adjustment upon the employee completing five (5) years of service. This retention stipend shall cease when employee becomes eligible for Longevity Pay in accordance with Article 7.11.2.

7.11.2 Longevity Pay

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 a 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.

7.12 Juvenile Realignment Differential

Juvenile Institutions Officers I, II, Senior Juvenile Institutions Officers and Juvenile Institutions Supervisors assigned to institutions shall be eligible to receive differential pay of \$ 2.00 per hour.

ARTICLE 8 CLASSIFICATION PLAN MAINTENANCE

8.1 Classification Study Requests

With the exception of calendar year 2024, MCPA may submit a request for a classification and/or base wage compensation study on behalf of MCPA 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 MCPA 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.). MCPA will be notified of each study the County finds not warranted within ten (10) working days. MCPA 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 MCPA.

If there is a dispute concerning the findings of a study MCPA 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, MCPA 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.

~~In response to a written request from MCPA for a reclassification study on a form prescribed by the Human Resources Department, the Human Resources Department shall acknowledge receipt of said request, and if a study is justified, indicate the target date for completion of the study, within thirty (30) calendar days of receipt of said request.~~

~~If the request for a study is denied or if the results of a completed study are not satisfactory to MCPA, MCPA may file a written appeal of the denial or the results with the assigned personnel analyst. The personnel analyst must receive written appeals within ten (10) working days of receipt of the denial or results of the study.~~

~~If the denial or results of a study are not satisfactorily resolved with the analyst, MCPA may appeal in writing to the Human Resources Director indicating the specific justification for appeal. The Human Resources Director must receive written appeals within ten (10) working days of MCPA receipt of a response at the previous level. The decision of the Human Resources Director shall be final.~~

~~The Human Resources Director or his/her designee will periodically review the status of pending classification studies requests with a staff member of MCPA. This review will be scheduled to allow at least two (2) weeks between the time of review and the time of any action by the Board of Supervisors.~~

~~The provisions of this Article shall not be subject to the grievance procedure article of this Agreement.~~

8.2 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.

~~In order for an employee to receive working out of class pay all of the following criteria must be met:~~

- ~~1. The employee must be assigned to a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification.~~
- ~~2. The assignment must be to a vacant permanent position or to a permanent position whose incumbent is absent from work.~~
- ~~3. The assignment must be for over twenty (20) consecutive working days.~~
- ~~4. The employee must perform all of the duties of the higher classification.~~

~~For working out of class 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%). Such compensation shall begin on the twenty first (21st) working day after the assignment to the higher classification.~~

ARTICLE 13 LEAVE PROVISIONS

13.8 Bereavement Leave

Use of any accumulated leave balances shall be granted by the Appointing Authority because of the death of a member of the employee's family. 'Family' shall mean the parent, stepparent, brother, sister, spouse, eligible domestic partner, child, foster child, child of eligible domestic partner, step child, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, step brother or step sister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, immediate family member of eligible domestic partner and any person residing in the immediate household. Such absence by the employee shall be limited to ten (10) working days per occurrence. Any leave used for bereavement shall not be counted as part of the overtime calculation.

It is the intent of the County to attempt to accommodate newly hired employees who have not accumulated leave balances and are faced with death of an immediate family member as defined above.

As of condition of granting leave for bereavement purposes, the Appointing Authority may

request verification of the loss.

~~Use of any accumulated leave balances shall be granted by the Appointing Authority because of the death of a member of the employee's immediate family. 'Immediate family' shall mean the spouse/registered domestic partner, parents, siblings, child, grandparent, grandchild.~~

~~At the discretion of the Appointing Authority such leave may be granted for the death of other relations; such absence by the employee shall be limited to five (5) working days per occurrence.~~

~~It is the intent of the County to attempt to accommodate newly hired employees who have not accumulated leave balances and are faced with the death of an immediate family member as defined above by granting leave without pay. As a condition of granting leave for bereavement purposes, the Appointing Authority may request written verification of the loss.~~

13.9 Parental Leave

The County will provide time off for eligible employees following a reproductive loss event in accordance with SB 848.

Maternity (this Article applies only to the pregnant individual)

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this Article. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

Employees ~~who elect to participate~~ under FMLA / CFRA leave during any period of absence resulting from a disability due to pregnancy are required to use accrued time and exhaust all accruals before entering unpaid status during any period of disability covered by the FMLA/CFRA, unless exemption apply as listed in the County's Family Care and Medical Leave Policy.

Other Parental Leave for ~~non~~-CFRA/FMLA eligible employees

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son, daughter, or foster child . Medical certification may be required in conjunction with a family leave, except for leaves taken for baby bonding.

Said leave shall:

- Be provided under, and in compliance with the California Family Rights Act and the Family Medical Leave Act.
- Be granted for no more than twelve (12) weeks in a twelve (12) month period.
- Be granted, if eligible, and upon request, for less than two weeks duration on any

two occasions within one year of the birth of the child, or one year from the date the child was placed with the employee for adoption or foster care.

- Be granted, if eligible, intermittently within a 12-month period, and within one year from the date of birth or placement, in leave increments limited to the shortest period that the payroll system uses to account for absences or use of leave.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.

| |
|----------------------------|
| ARTICLE 11 HOLIDAYS |
|----------------------------|

11.1 Regular Holidays

The following listed days shall be observed during the term of this Memorandum as ~~legal~~ holidays by the County of Monterey. A holiday shall be equal to eight (8) hours for a full-time employee and prorated for part-time employees.

| | |
|------------------------------|-----------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King Jr.'s Birthday |
| Third Monday in February | President's Day |
| <u>March 31st</u> | <u>Cesar Chavez</u> |
| Last Monday in May | Memorial Day |
| Juneteenth Day | June 19 th |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| November 11 | Veterans Day |
| Fourth Thursday in November | Thanksgiving |
| Fourth Friday in November | Day After Thanksgiving |
| December 24 * | Christmas Eve |
| December 25** | Christmas |

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

* When December 24th (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

** When December 25th (Christmas) actually falls on a Saturday or Sunday, the following Monday shall be the holiday in lieu of the day observed.

All employees, except as provided below, who work on a holiday shall be entitled to compensatory time off (CTO) on an hour-for-hour basis for up to eight (8) hours of such work on a holiday, unless the employee is paid for the holiday in cash, in which case no compensatory time off shall be granted. Overtime eligible employees who, on a holiday, work in excess of either eight (8) hours or their normal daily schedule, whichever is greater, shall be entitled to overtime compensation for the time worked in excess of eight (8) hours or their normal work day, if greater.

For clarification purposes, all employees hired into M/N after March 1, 2012, shall only accrue CTO in accordance with Article 5.6.1.

ARTICLE 14 BENEFITS PROGRAMS

14.1 Flexible Benefits Plan*

For CalPERS coverage year 2024, the County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows:

- \$817 for employee only
- \$1,682 for employee plus one
- \$2,156 for employee plus family.

~~Part-time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours will receive half (1/2) of the County elective contributions received by the full-time permanent unit employee.~~

Effective CalPERS coverage year 2025, the County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows:

CalPERS Platinum:

- \$976.63 for employee only
- \$2,117.56 for employee plus one
- \$2,802.12 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.

CalPERS Gold (and any other health plan offered by CalPERS):

- \$930 for employee only
- \$2,000 for employee plus one
- \$2,650 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.

Effective CalPERS coverage year 2026, the County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows:

CalPERS Platinum:

- \$1,064.53 for employee only
- \$2,308.14 for employee plus one
- \$3,054.31 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.

CalPERS Gold (and any other health plan offered by CalPERS):

- \$1,013.70 for employee only
- \$2,180.00 for employee plus one
- \$2,888.50 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.

Effective CalPERS coverage year 2027, the County shall provide a fixed elective contribution towards the cost of CalPERS health plans as follows:

CalPERS Platinum:

- \$1,160.34 for employee only
- \$2,515.87 for employee plus one
- \$3,329.20 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.

CalPERS Gold (and any other health plan offered by CalPERS):

- \$1,104.93 for employee only
- \$2,376.20 for employee plus one
- \$3,148.47 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.

Part-time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours will receive half (1/2) of the County elective contributions received by the full-time permanent unit employee.

* The above contributions do not include the County's mandatory contribution.

~~Part time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty four (64) hours will receive half (1/2) of the County elective contributions received by the full time permanent unit employee.~~

~~MCPA and the County agree to reopen the Insurance Benefits Article to meet and confer on employee contributions as follows:~~

- ~~○ In 2022 if the 2023 premium rate increase for CalPERS Gold (Region 1) exceeds six percent (6%) of the 2022 CalPERS Gold (Region 1) premiums.~~
- ~~○ In 2023 if the 2024 premium rate increase for CalPERS Gold (Region 1) exceeds six percent (6%) of the 2023 CalPERS Gold (Region 1) premiums.~~

For the County:

For MCPA:

DocuSigned by:
Anaana Hurtado 9/6/2024 | 12:05 PM PDT
B7B5A079E070458...

Signed by:
[Signature] 9/5/2024 | 12:26 PM PDT
E3F4BC2EECE44D5...

Signed by:
Jose Ramirez 9/9/2024 | 3:16 PM PDT
F0313DA3CADA4C9...

Signed by:
[Signature] 9/5/2024 | 12:58 PM PDT
0EEA8A270954485...

DocuSigned by:
Amy RODRIGUEZ 9/6/2024 | 12:03 PM PDT
4953FE2B3FCA432...

Signed by:
Natalia Bazyola 9/5/2024 | 1:08 PM PDT
8D7BC20DEA0F4F9...