

**Negotiations between County of Monterey and Monterey County Probation  
Association 2016  
Tentative Agreement  
12/9/2016**

**Package Proposal:** The County of Monterey proposes the following changes to provisions in the existing MOU as a package, acceptance of this proposal by MCPA results in the acceptance of all provisions herein.

- **TERM** – Three-year term ending June 30, 2019
- **BASE WAGE INCREASE:**
  - **Year 1** = 1.5% across the board base wage increase effective the first full pay period following Union ratification and Board approval (no retro).
  - **Year 2** – 2.5% across the board base wage increase effective the first full pay period following July 1, 2017
    - Effective first full pay period following July 1, 2017 eliminate the Uniform Allowance provision (Article 7.5 of the Units M&N MOU) in exchange for a one-time base wage increase of \$0.05 per hour for Juvenile Institution Officer I/II and Juvenile Institution Supervisor classifications. \$510
  - **Year 3** – 3.0% across the board base wage increase effective the first full pay period following July 1, 2018
- **WAGE REOPENER:**
  - The County agrees to reopen negotiations to meet and confer on wages, no earlier than July 2017, if the marijuana tax revenue results in more than \$29 million in additional ongoing annual revenue.
- **HEALTH:**
  - **2016** = Status quo employee contribution amounts
  - **2017** = Status quo employee contribution amounts with a reopener no sooner than July, 2017 for 2018 employee contribution towards medical insurance if premium rates for 2018 increase more than 6% of 2017 rates.
  - **2018** = Status quo employee contribution amounts with a reopener no sooner than July, 2018 for 2019 employee contribution towards medical insurance if premium rates for 2019 increase more than 6% of 2018 rates.
- **COMMITTEE DISCUSSIONS:**
  - **Health Care Committee:** The Union and County agree to commence a joint insurance committee to make appropriate recommendations regarding possible changes in insurance coverage during the term of this agreement and any changes will be subject to the meet and confer process.
- **RETIREMENT PAYOFF-** Eliminate sick leave conversion of seven hundred fifty (750) hours in exchange to allow cash out of up to seven hundred fifty (750) hours.
- **PROFESSIONAL ALLOWANCE-** Eliminate Professional Memberships provision (Article 26 of Units M&N MOU) in exchange for adding a Professional

Development Stipend of \$100 payable the first pay period of each new calendar year. Employees in unpaid leave of absence status as of the first pay period of each new calendar year shall also be entitled to this stipend in the pay period following that in which the employee return to active paid status.

- **STC LEAVE-** Add 1 additional day (equivalent to 8 hours for a full-time employee) per calendar year of STC leave for a total of 4 days (equivalent to 32 hours for a full-time employee) per calendar year.
- **OVERTIME-** Incorporate changes to Overtime article (Article 5.6 of the Units M&N MOU) as outlined in Attachment A.
- **VACATION-** The parties agree to the following:
  - a. **Vacation Buy Back-** Unit M employees may receive a straight-time cash payment for up to forty (40) hours of vacation per calendar year. This vacation cash out shall be subject to the same requirements as Unit N and the below additional proposal.
  - b. **Election to Cash Out Vacation-** In order to cash out or otherwise require the County to buy back vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation for up to the amounts set forth in the bargaining agreement under the terms set forth below. If such criteria are met as of December 31<sup>st</sup> of the calendar year in which the election is required to be made, then the employee has no right to elect to cash out accrued time in the next calendar year.
    1. An eligible employee must elect to pre-designate an irrevocable cash-out amount of up to the maximum number of hours of vacation for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 1, 2016).
    2. Cash out designations shall be made in hours, not dollar amounts, and must be in increments of 8 hours.
    3.
      - Any such request will be subject to the following:
        - i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1<sup>st</sup> of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.
        - ii. An employee who elected to receive the cash out as set forth above, may request a full or a partial payment of the cash out at any time in the designated calendar year, but only once per calendar quarter. For requested cash

out occurring in 2017, a full or partial cash out payment is not guaranteed in the month of January.

- iii. For employees who have pre-designated cash out amounts and who have not requested actual payment(s) of the entire designated cash out amount by December 1<sup>st</sup> of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
- iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1<sup>st</sup> of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2016, no cash out is available in 2017).

This agreement is subject to the final approval by the Monterey County Board of Supervisors. The terms described herein constitute the complete and entire agreement between the parties.

For County of Monterey:

For Monterey County MCPA:

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**Monterey County Proposal**  
**Distributed to Probation Units M&N**  
**December 9, 2016**

**5.6 Overtime**

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 judgement 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.~~

**5.6.1 Overtime Eligibility**

All County job classes shall be designated as either 1) overtime eligible, or 2) overtime exempt. Each of the above categories shall be assigned a special code that shall appear beside each class as listed in the County salary resolution.

Employees must obtain prior written approval from their Supervisor before overtime may be worked. If prior approval is not feasible given the circumstances of an employee's workload, the employee must inform their Supervisor in writing of the need to have worked overtime as soon as reasonably possible.

The Probation department ~~Department~~ Safety employees shall work schedules allowed under exemption the Fair Labor Standards Act.

~~5.6.2 Overtime~~**5.6.2 Overtime Compensation**

Except as otherwise provided herein, employees in overtime eligible classes shall be compensated for overtime authorized by their Appointing Authority by either 1) compensatory time off at the rate of one and one-half (1-1/2) hours credit for each hour of overtime or, 2) in cash at the rate of one and one-half (1-1/2) time the employee's base rate of pay.

For all unit job classes that are overtime eligible:

1. If an employee has a balance of no more than one hundred twenty (120) hours of compensatory time off, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.
2. An employee shall not be allowed to accumulate more than one hundred and twenty (120) hours of compensatory time off. All overtime compensation above the maximum shall be paid in cash.

Compensatory time off shall be reported on payroll time-sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee's check stub. The Appointing Authority shall administer the use of compensatory time off.

**5.6.27 Modification of Work Schedules**

Employees must obtain written permission from their supervisor prior to modifying their regular schedule or working extra hours during a shift. If prior approval is not feasible given unforeseen circumstances during an employee's regular shift, the employee must inform their Supervisor in writing of the need to have modified their schedule or worked extra hours as soon as reasonably possible.

~~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 authorizing extra hours during a shift to be worked by an employee may require the employee to use unpaid compensatory time off equal to the extra hours worked so long as the employer is able to notify the employee with at least thirty (30) hours before the end of the two-week pay period and the employee is reasonably able to work the modified work schedule (30) hours before the end of the two-week pay period., 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.

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, Standards and Training for Corrections (STC) Leave, -or compensatory time off hours.

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1. ~~For all unit job classes that are overtime eligible:~~

1. ~~The Appointing Authority shall determine the method of compensation after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.~~

2. ~~If an employee has a compensatory time off accrual balance of at least forty (40) hours but no more than one hundred twenty (120) hours, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.~~

3. ~~An employee shall not be allowed to accumulate more than one hundred and twenty (120) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.~~

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