

MEMORANDUM OF UNDERSTANDING

between the
COUNTY OF SAN BENITO



and the
**SAN BENITO COUNTY
INSTITUTIONS ASSOCIATION**

for the period

OCTOBER 1, 2015 TO September 30, 2017

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PREAMBLE

Both the County of San Benito and the San Benito County Institutions Association, agree that the purpose of this Memorandum of Understanding is to ensure that all County employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of the County of San Benito to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. The County of San Benito recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of the County of San Benito and San Benito County Institutions Association, that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The County and Association further agree that the purpose of the County organization is to provide public service and both further agree that they shall strive to achieve excellence in the provision of services to County residents. All residents/clients of the County organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

**ARTICLE 1
PARTIES TO THE AGREEMENT**

This Memorandum of Understanding has been executed by a representative of the Board of Supervisors of the County of San Benito and the County Administrative Officer, hereinafter referred to as the County, and by a representative(s) of the San Benito County Institutions Association (the "Association") hereinafter referred to as the Association.

**ARTICLE 2.
NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by the County of San Benito shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, age (over 40), veterans status, sex (sexual, gender based, pregnancy/childbirth), sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, Association activity or lack thereof, or on any other basis prohibited by applicable federal and State law.

**ARTICLE 3
AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. County's principal authorized agent shall be the Administrative Officer or his/her duly authorized representative.

County of San Benito
481 4th Street
Hollister, CA 95023

- B. Association's authorized agent shall be the President, or his/her duly authorized representative.

Larry Katz
Silver and Katz
2055 Junction Avenue, Suite 232
San Jose, CA 95131

**ARTICLE 4
RECOGNITION**

The Association is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq. of the Government Code of the State of California for regular full and part-time employees included in the classifications of Correctional Deputy I/II/III, Correctional Sergeant, and Juvenile Hall Institution Officer I/II/III.

ARTICLE 5
MANAGEMENT RIGHTS

Except as otherwise limited by a specific term and/or right delineated in this Agreement or applicable state or federal laws, including Sections 3500-3511 of the California Government Code, the County has and retains the sole and exclusive rights and functions of management, but not limited to, the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. To manage all facilities and operations of the County including the methods means and personnel by which the County operations are to be conducted.
3. To determine hours of operation and assign work.
4. To establish, modify or change work standards.
5. To direct the work force, including the right to hire, assign, promote, demote or transfer any employee.
6. To determine the location of all work assignments and facilities.
7. To determine the layout and the machinery, equipment or materials to be used.
8. To determine processes, techniques, methods and means of all operations, including changes, allocation and adjustments of any machinery or equipment, except where such impacts employee safety.
9. To determine the size and composition of the work force.
10. To determine policy and procedures affecting the selection and/or training of employees.
11. To establish, assess and implement employee performance standards, including, but not limited, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
12. To control and determine the use and location of County employees, property, material and equipment.
13. To determine appropriate staffing levels.
14. To determine safety, health and property protection measures within the extent of the law.
15. To transfer work from one job site to another or from one location to another.
16. To introduce new, improved or different methods of operations, or to change existing methods.
17. To layoff employees from duty for lack of work, lack of funds or other reasonable and legitimate operational needs and to temporarily furlough employees for budgetary reasons.
18. To reprimand, suspend, discharge or otherwise discipline employees.

19. To establish, determine or eliminate job classifications and assigned salaries.
20. To take all necessary actions to carry out its mission in emergencies.

The County reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this agreement, except to the extent that such rights, privileges and prerogatives are specifically abridged by express provisions of this agreement.

<p style="text-align: center;">ARTICLE 6. ASSOCIATION RIGHTS</p>
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6.1 REPRESENTATION

The Association has the exclusive right to represent employees in the representation unit as specified by state law and pursuant to the County Employer Employee Relations Resolution. The Association will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Association may select up to four (4) persons, in addition to its staff members to act as official representatives and will notify the County as to those individuals so selected.

Official representatives shall represent the Association in jointly scheduled meetings with the County to address matters of mutual concern. Association official representatives who are County employees may utilize time during normal working hours for meeting and conferring with authorized representatives of the County subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.

6.2 ASSOCIATION ACCESS

Authorized Association representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Routine contacts not involving the investigation of grievance/disciplinary matters shall take place during non-working hours. Authorized Association representatives desiring such access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the department or facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a work location and the issue which gives rise to the request for access is one of employee health or safety, then the department shall provide controlled or escorted access.

6.3 BULLETIN BOARD

Where such space is available, the County will furnish for the use of the Association, reasonable bulletin board space at reasonable locations. If space is not available on County bulletin boards, the Association may install, at its own expense, bulletin boards at locations approved by the County Administrative Office. Association installed boards shall be of reasonable size and construction as approved by the County Administrative Office. Such bulletin board space shall be used only for the following subjects:

- Association recreational, social, and related news bulletins;
- Scheduled Association meetings;
- Information concerning Association elections or the results thereof;
- Reports of official business of Association including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Association.

Association agrees that notices posted on County bulletin boards shall not contain anything that may reasonably be construed as maligning or derogatory to the County or its representatives.

6.4 USE OF COUNTY MAIL SYSTEM

The Association may use the County mail system or the County electronic mail system for the following limited purposes:

- To send communications to the Administrative Officer, department heads or other management personnel.
- To send communications to members of the Association Board of Directors and officially designated member. Such communications shall not be for or include other material to be distributed to general employees.
- Use to be consistent with County policy.

6.5 DEPARTMENT MEETINGS

Upon agreement regarding an agenda, a department head and his/her designees and designated department Association representatives may meet as needed to discuss issues of mutual concern. Meetings shall be held during the department's normal business hours. The parties to the meetings shall have no authority to change the wages, hours, terms and conditions of this agreement.

6.6 BOARD OF SUPERVISORS MEETINGS

On a case-by-case basis, the County will consider authorizing release time when requested forty eight (48) hours in advance for an employee representative to attend Board of Supervisors meetings for the relevant agenda item when matters within the scope of representation are agendized for Board action.

6.7 ASSOCIATION LEAVE OF ABSENCE

The County may grant time off, up to a maximum of five (5) working days, to employees for official Association business, so long as the number of employees absent for Association business does not impose an unreasonable burden on the County. Employees must provide adequate notice to the department. All requests for Association leaves must be approved by the employee's department head. The employee's accrued vacation and compensatory leaves must be exhausted prior to granting unpaid leave, in accordance with the Personnel Policies and Procedures for unpaid leaves of absence.

6.8 AGENCY SHOP

- 6.8.1 It is the mutual intention of the parties that the provisions of this procedure protect the rights of individual employees without restricting the Association's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 6.8.2. Except as expressly exempted herein, employees in the bargaining unit who do not maintain membership in good standing in the Association are required, as a condition of continued employment, to pay service fees to the Association, in amounts that do not exceed the periodic dues of the Association for the duration of this Agreement.
- 6.8.3. No employee shall be obligated to pay dues or service fees to the Association until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The County shall notify the Association of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 6.8.4. Any employee who is a member of a bona fide religious body or sect, that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join, maintain membership in, or pay service fees to the Association as a condition of employment. Such exempt unit employees will be required to submit to the Association satisfactory evidence of that person's membership in such a religion, body or sect. Such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to a non-religious and non-labor organization exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

- 6.8.5. Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to the Association, furnish the Association and the County with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 6.8.6. During the month of May only of each calendar year, an employee may elect to change their Association dues membership to fee payer or religious exemption status. This provision in no way restricts an employee from initiating Association dues authorization at any time during a calendar year.

6.9 DUES AND FEE SERVICE DEDUCTIONS

- 6.9.1. The Association has the sole and exclusive right to have employee organization membership dues and service fees deducted by the County for employees in the bargaining unit.
- 6.9.2. The County shall deduct, in accordance with the Association's dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
- 6.9.3. The County shall, without charge, pay to the Association upon deduction all sums so deducted, except that the County shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.
- 6.9.4. The County shall upon request from the Association, but no more frequently than four (4) times per year, without charge, furnish the Association with an alphabetical list of all employees in the bargaining unit, identifying them by name, months per year in paid status, and annual salary.
- 6.9.5. The County shall notify the Association representative if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee authorization.
- 6.9.6. The County shall deduct and pay to the Association service fees for each bargaining unit employee who is not an Association member in good standing and who is obligated to pay such fees, pursuant to this Agreement. A payroll deduction authorization form shall not be required for such deductions. If an employee fails to meet the obligation to pay dues, service fees, or payments to charity in lieu of service fees, upon notice of such failure in writing by the Association to the County, this shall be considered grounds for the County to terminate the employee. The Association, at its option, may elect to waive its rights to demand termination and instead use the judicial process to compel payment.

6.10 HOLD HARMLESS PROVISION

The Association agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims and liability arising out of any actions taken by the County under this Article, provided that the County has complied with the terms of this Article, and has timely notified the Association of any proceeding, court, or administrative action against the County under this Article.

6.11 DISPUTE RESOLUTION

In the event there is a dispute over the interpretation or administration of these procedures, the Association and County agree to submit the dispute to a neutral hearing officer selected from a list provided by the State Mediation and Conciliation Service. The Hearing Officer shall hold an informal hearing during which the dispute will be heard. Thereafter, the Hearing Officer shall issue a decision, which shall be final and binding. The Association and County agree that review of the Hearing Officers' decision shall be as provided for final arbitration awards pursuant to CCP § 1280, et seq.

6.12 ASSOCIATION ORIENTATION

The County will permit an Association Representative to address new hires during the County new hire orientation. The Association Representative will be given 15-20 minutes at the conclusion of the orientation session to address bargaining unit employees who wish to remain for a brief informational presentation. The purpose of this setting is to present non-controversial information concerning the Association and the MOU provisions. Subject to departmental approval of release times, the Association may select one (1) steward to participate in the presentation.

<p>ARTICLE 7 SAFETY</p>

7.1 WORK ENVIRONMENT

The County recognizes its obligation to provide a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the County reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

7.2 COUNTY-WIDE HEALTH AND SAFETY COMMITTEE

The County-wide Safety Committee shall consist of one Department Safety Representative (DSR) from each department. If a department has multiple locations, there may be more than one DSR. DSR's shall be appointed from all employee groups. The Association may participate in the selection process. Paid Association officers may attend the safety committee meetings.

7.3 SAFETY EQUIPMENT AND CLOTHING

The County shall supply employees with any safety equipment, tools, or clothing required by the State of California, Department of Labor, Division of Occupational Health Safety. The County shall supply Correctional Deputies with a weapon, duty belt, and a ballistic vest consistent with Department policy.

ARTICLE 8. COMPENSATION

8.1 GENERAL SALARY INCREASES

Effective the first pay period following execution of a new successor agreement, employees in this unit will receive a \$2536 one-time payment.

Part time employees will receive a pro-rata share of this amount based on their FTE status. Employees hired after the applicable pay period when the County provided the bonus will receive a prorated share of the bonus and will receive 1/12 of the bonus for each full month of employment from January 2016 through December 2016. Employees who leave or separate from the County after receiving the bonus do not have to repay the bonus.

Effective the first pay period in October 1, 2016, employees in this Unit will receive a 2% increase.

8.2 OUT-OF-CLASSIFICATION PAY

Employees assigned by the Department Head or his/her designee, in writing, to perform substantially all of the duties of a higher level classification, or in limited circumstances with written approval by the CAO two employees assigned to split substantially all of the duties of the higher level classification, shall receive an additional five (5%) percent of base pay effective on the first day of the pay period after they have worked at least fourteen (14) days out-of-class. Payment shall be made for that period of time that the employee actually is assigned and working out of classification, commencing with the first day of the pay period after they have worked at least fourteen (14) consecutive working days. If it is necessary to order out-of classification work orally, the assignment shall be confirmed in writing within two (2) days.

8.3 STAND-BY PAY:

Standby compensation shall provide for payment of forty dollars (\$40.00) for each weekday of standby (5:00 pm to 8:00 am) and sixty dollars (\$60.00) for each weekend day and holiday of standby (24 hours). Employees assigned standby for a portion of a standby shift shall be compensated.

When assigned to standby duty by the department head or designee, employees must be responsive and reachable by phone and must report to the call within one hour from initial phone contact. In addition, the employee must refrain from activities that might impair his or her ability to perform his or her assigned duties if called in for duty.

8.4 BILINGUAL PAY:

- 8.4.1. Eligible employees shall continue to be paid at the Fifty Dollar (\$50.00) per month bilingual pay on the first day of the pay period following assignment of bilingual pay or on the date-of-hire if the employee is certified for bilingual pay at the time of hire. It is understood that, relative to incidental bilingual contacts, Unit employees shall endeavor to communicate with non-English speaking persons to the best of their ability without the additional compensation.
- 8.4.2 Individuals who can pass the bilingual competency test and who use bilingual skills 33% of the time or more shall be eligible for pay. The County may, in its discretion, limit the number of individuals receiving bilingual pay to specified numbers within each department. Should the County limit the number of individuals to receive bilingual pay, the individuals who use the bilingual skills 33% or more of the time and who take and pass the proficiency test shall receive the compensation.

8.5 TRAINING OFFICER PAY

Employees in the position classifications of Correctional Officers and Juvenile Institution Officers shall receive training officer pay as follows:

- 8.5.1 Except in cases of emergency, only one (1) trainee shall be assigned to a Correctional Training Officer, or Juvenile Hall Training Officer.
- 8.5.2 Training Officer compensation shall be twelve dollars (\$12.00) per twelve (12) hour shift (pro-rated for alternative shift schedules), while assigned to a trainee.

8.6 STC SUPERVISORY CERTIFICATE PAY

Individuals in the classification of Correctional Sergeants possessing a Supervisory Certificate from STC shall receive an additional 2.5% base pay.

8.7 G STEP

For employees hired on or after October 1, 2014, Step G is eliminated. Those employees will only be eligible to move from Steps A through F. Employees hired before October 1, 2014 will continue to retain or move through Step G. Effective the first full pay period following execution of this agreement, employees hired before October 1, 2014 who continue to retain or move through Step G and who are currently at the F step for twelve (12) or more months are eligible to move to the G step. Following the execution of this agreement, employees hired before October 1, 2014 who are not already at Step G are eligible to move to Step G after completing twelve (12) months at F step.

8.8 LONGEVITY

- 1 Effective the first day of the pay period following the 20th year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1987 are eligible for this differential.

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- 2 Effective the first pay period following the 25th year of service, a total of five (5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1982 are eligible for this differential.
- 3 Effective the first pay period following the 30th year of service, a total of seven and one-half (7.5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1977 are eligible for this differential

8.9 PAYROLL/PERSONNEL TRANSACTIONS

Unless otherwise stated in this MOU, all new payroll/personnel transactions that affect compensation and benefit payments, including but not limited to step increases, promotions, demotions, and transfers will be effective on the first day of the pay period following the effective date of the relevant transaction.

8.10 HOLIDAY PAY

Employees in the position classifications of Juvenile Institution Officers, and Correctional Officers not receiving holidays off will be entitled to "Holiday in Lieu" Pay at the rate of five percent (5%) of base pay. Employees in these classifications who receive holidays off are not entitled to "Holiday in Lieu" Pay.

8.10 REPORTING TIME

Employees who work in the positions of Correctional Officer I, II, and III and Juvenile Institution Officer I, II and III are subject to varying staffing levels dependent on inmate populations. Employees who work in these positions will be eligible for "Reporting Time." Reporting time will be paid if an employee is scheduled to work in advance and no work is available when the employee reports for work. Reporting time will be compensated for the actual hours worked, or two (2) hours paid time, whichever is greater.

ARTICLE 9. INSURANCE BENEFITS
--

9.1 MEDICAL INSURANCE:

9.1.1 MEDICAL INSURANCE PLAN OPTIONS

The County currently offers medical coverage through CalPERS Public Employees' Medical & Hospital Act (PEMHCA), but the County reserves the right to changes providers at any time. For Calendar Year 2016, CalPERS PEMHCA offers employees choices in medical plans. If, in the County's discretion, the County determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for County employees for any subsequent plan year, the County Board of Supervisors reserves the right to exit CalPERS and change providers.

9.1.2 ELIGIBILITY

Employees occupying permanent part-time positions, who work a minimum of twenty (20), but less than forty (40) hours per week, and their dependents shall be entitled to participate in the County-sponsored health plans. Permanent part-time employees hired on or before January 1, 2002 shall continue to receive the same County contribution to their health insurance premiums as full-time employees as listed below in section 9.1.3 and 9.1.4. However, permanent part-time employees hired after January 1, 2002 shall pay a proportionate share of the gross monthly County contribution rounding to the nearest one-quarter time: i.e., either fifty percent (50%) or seventy-five percent (75%) of the gross monthly premium. In either case cited above, the County contribution shall be based on date of hire and the full-time equivalent designation of the position on the Schedule of Authorized Positions adopted by the Board of Supervisors, not on the specific number of hours worked.

9.1.3 County Contribution

The County shall contribute towards a monthly medical insurance premium to either CalPERS plans or any other approved County offered alternate medical plans. The amount of the County's contribution is based on the PEMHCA minimum as determined annually by CalPERS. The PEMHCA minimum for 2016 is \$125. If the County exits CalPERS during the term of this contract, it will contribute the equivalent amount as the PEMHCA minimum.

9.1.4 Flexible Health Allowance Contribution

The County will implement a Flexible Health Allowance Program pursuant to Section 125 of the Internal Revenue Code to provide a flexible benefit contribution on a pre-tax basis that will vary based on employee level of plan coverage (employee only, employee + 1, employee + family), minus the PEMHCA minimum. To receive this contribution, all County employees must maintain health care coverage through a County sponsored plan.

The amount of County contribution toward this flexible benefit will total the following with the minimum PEMHCA contribution (or equivalent amount if the County exits CalPERS):

Employee Only	\$550.00
Employee Plus One	\$1050.00
Family	\$1315.00

As an example of the amount of the County's flexible benefit contribution, for 2016 the County will contribute the amounts listed above with the PEMHCA minimum of \$125 to total the flexible benefit contribution. For 2016, the County's contribution towards the flexible benefit is as follows: (1) Employee only = \$425, (2) Employee Plus One = \$925, and (3) Employee Plus Family = \$1190.

This County's contribution is frozen at this rate and any changes in contribution in the future are subject to successor MOU negotiations and impasse procedures and final authorization by the Board of Supervisors.

This provision shall take effect as soon as administratively possible.

9.1.5 PREMIUM CONVERSION

Employees in this Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for the CalPERS PEMHCA plans, or other approved County offered medical plan in which the employee and dependents are enrolled.

The County Agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.

9.1.6 EMPLOYEE OPT-OUT OF MEDICAL COVERAGE

Employees who have alternate medical insurance will have the option of selecting no medical coverage (through the County). The County will provide employees opting for no medical coverage with the option of receiving payment of a portion of what would otherwise be the County contribution. An eligible employee selecting this "cash in lieu of" option shall receive a taxable payment of \$150 monthly (pro-rated into biweekly installments of \$69.23).

To be eligible for the cash incentive, the employee must work a full-time schedule in an authorized full-time position and change from any level of health plan coverage to no coverage, or if a new employee, choose no coverage.

Whenever the employee changes to, or opts for, no coverage, the employee shall provide proof of current alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a County-sponsored health plan.

If the employee later decides to re-enter a County-sponsored health plan, he or she must meet such requirements and conditions for approval as may be required by the health plan provider or enroll during the annual open enrollment period for PERS provided health plans.

Procedures for exercising this option and for re-entering the County-sponsored health plans shall be established by the County.

9.2 **DENTAL INSURANCE:**

The County will maintain in effect the Delta Dental Insurance Program. The County will contribute thirty dollars (\$30.00) per full-time regular employee per month for those employees electing to participate in the dental insurance program. Permanent part-time employees (who work a minimum of twenty hours per week) hired after October 1, 2007 shall pay a proportionate share of the gross monthly premium, rounding to the nearest one-quarter time (same conditions as the medical insurance). The following enhancements will be made to the County's current dental plan under Delta Dental effective January 1, 2008.

1. The County will provide a dental open enrollment for alternating even years beginning for the coverage year 2008.
2. The County's plan will increase the annual maximum benefit per enrollee from \$1,250 to \$1,500
3. The plan will provide orthodontia coverage to enrollees.

4. Implement a PPO (network) plan. When using a dentist in the network, the \$50 annual deductible for members is waived. No change if using dentists out-of-network.

9.3 **RETIREE MEDICAL INSURANCE:**

The provisions set forth below shall take effect as soon as administratively possible.

9.3.1 Eligibility and CalPERS PEMCHA Contribution

Employees in the Unit who retire and are eligible for a pension through CalPERS may enroll in a CalPERS PEMHCA plan or any County offered alternate medical plan, as determined by the County pursuant to "Provider of Medical Coverage" paragraph above. For eligible retirees who are enrolled in the CalPERS PEMHCA program or an alternative program offered by the County, the County agrees to contribute the PEMHCA minimum as determined by CalPERS. The PEMHCA minimum for 2016 is \$125. If the County exits CalPERS during the term of this contract, it will continue to contribute the equivalent amount as the PEMHCA minimum.

9.3.2 Additional Contribution for employees hired on or before September 30, 2013

1. The County will make the following additional contribution to a HRA:
 - a. For pre-65 retirees who are not eligible for Medicare, the County will contribute the following amount with the PEMHCA minimum or equivalent:
 - i. Retire Only: \$550
 - ii. Retiree Plus One: \$1050
 - iii. Retiree Plus Family: \$1315

For example, the PEMHCA minimum for 2016 is \$125, therefore the additional contribution for 2016 will be as follows: (1) Retiree only = \$425, (2) Retiree Plus One = \$925, and (3) Retiree Plus Family = \$1190.

- b. For 65 or older Medicare eligible retirees, the County will contribute 70% of the amount stated in paragraph i above.

For example, 70% of the additional contribution minus the PEMHCA minimum for 2016 will be as follows: (1) Retiree Only = \$297.50, (2) Retiree Plus One = \$647.50, and (3) Retiree Plus Family = \$833.

The County's contribution is frozen at these rates and any changes to the County's contribution are subject to negotiations and final authorization by the Board of Supervisors.

2. The parties agree to eliminate Cal. Gov. Code section 22893 Tier Two retiree medical insurance coverage. Employees hired on or after January 1, 2010 and on or before September 30, 2013 will receive retiree medical coverage in accordance with the paragraph 1 above.

9.3.3 Employees hired on or after October 1, 2013

Employees hired on or after October 1, 2013 shall only receive a County contribution of the PEMHCA minimum, or its equivalent if the County chooses terminate the contract through CalPERS PEMHCA and offer plans through an alternate provider, towards retiree health medical insurance premiums upon CalPERS eligible retirement. If the County exits CalPERS during the term of this contract, it will contribute the equivalent amount as the PEMHCA minimum.

9.4 HEALTH COMMITTEE:

In January of 2016, the County will begin requesting bids for alternative healthcare options different from the PEMHCA healthcare options provided through PERS. Upon receipt of bids and relevant information, the County will commence a Health Plan Committee to meet, but not later than March 1, 2016. The Health Plan Committee will be comprised of up to two (2) members from each of the County's bargaining units, in addition to one (1) staff representative from each Union, two (2) County administration representatives, and (2) unrepresented employees. The County will provide this Committee with alternate providers of medical plans comparable to the PEMHCA plans offered by CalPERS. Should the County decide to leave CalPERS after receiving the rates for plan year 2017, the Health Plan Committee will provide the County with a recommended provider by August 15, 2016. If the Health Plan Committee is not able to meet this deadline, the County Board of Supervisors may proceed with choosing the provider. If the County does not leave CalPERS in 2016, this Committee will remain in effect and will follow the same procedure for all relevant dates listed above for calendar year 2017.

If rates increase for Calendar year 2017, the parties agree to discuss options during the summer of 2017.

9.5 LIFE INSURANCE:

The County shall maintain life insurance coverage for unit employees at Twenty-Thousand Dollars (\$20,000) per employee. In addition, it is possible for the employee to purchase additional insurance at the employee's expense.

9.6 IRS-125 PROGRAM:

The County shall maintain the IRS-125 Program in effect for the term of this agreement.

9.7 VISION INSURANCE:

The County agrees to provide MES Vision Insurance to all full-time regular employees effective January 1, 2008. The County agrees to pay the premium for coverage for the employee only and to maintain a vision insurance plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

9.8 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS:

Employees shall be liable for full payment for all services received by ineligible dependents and

for any contributions made on the dependent's behalf by the County. It is the responsibility of each employee to notify Human Resources upon any enrolled dependent(s) becoming ineligible.

**ARTICLE 10.
OVERTIME**

The County overtime practices shall be as follows:

10.1 OVERTIME DEFINED:

Overtime is any work in excess of forty (40) hours per week. For the purpose of calculating overtime, all paid time off shall be considered hours worked.

10.1.1 Unless regularly scheduled, overtime hours worked between 10:00 p.m. and 6:00 a.m. shall be compensated at time and one half.

10.2 OVERTIME COMPENSATION:

10.2.1 Overtime for FLSA-exempt employees shall be compensated with compensatory time off at the rate of one and one half (1-1/2) hours for every hour worked. Subject to approval by the County, non-FLSA exempt employees may elect in writing to be compensated with compensatory time off (CTO) instead of payment at the rate of one and one half (1-1/2) times the hourly rate of pay. However, the maximum accrual of compensatory time off shall be sixty (60) hours. Employees with the maximum compensatory time off accrual shall be paid for any overtime worked. For the purpose of calculating overtime, all time worked will be rounded up to the next twelve (12) minutes on a daily basis.

10.2.2 Employees having more than sixty (60) hours accrued on the effective date of this Memorandum of Understanding shall use the amount accrued as their CTO maximum until CTO usage has dropped their accrual to or below the sixty (60) hour limit. Thereafter, the sixty (60) hour limit shall apply.

10.2.3 Individuals required to adjust their schedule within a work period shall, to the extent operationally possible, be given a choice of the day and time during which their schedules shall be adjusted. Such choice shall be subject to Departmental approval, but shall not be unreasonably denied. If necessary, departments may schedule the hours adjustment.

10.3 OVERTIME COMPENSATION- STANDBY PERSONNEL:

In addition the daily rate provided for standby, pursuant to section 8.3. Individuals assigned to standby who receive telephone calls while on standby shall constitute hours worked. Individuals receiving telephone calls between the hours of 6:00 am and 10:00 pm shall have all time rounded up to the nearest ten (10) minutes. If, however, telephone calls are received between the hours of 10:00 pm and 6:00 am, employees shall have all time worked rounded up to the nearest thirty (30) minutes.

10.4 MINIMUM CALL-BACK COMPENSATION:

Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call.

10.5 COMPENSATORY TIME OFF:

County departments wishing to order the use of Accrued Compensatory Time Off shall:

10.5.1 Order the use in writing.

10.5.2 Give the employee thirty (30) calendar days to use the amount of time required to be taken off in accordance with normal approval processes.

10.5.3 The department shall order specific days off only if the employee does not schedule time off pursuant to 10.5.2 above.

10.6 12-HOUR SHIFT PERSONNEL: Juvenile Hall and Jail Personnel:

10.6.1 The County has adopted a FLSA 7(k) fourteen (14) day work cycle.

10.6.2 Overtime shall be paid at premium rates for the time worked in excess of 84 hours per work cycle or twelve (12) hours per day.

10.6.3 In general, individuals assigned to a twelve hour shift, shall work four (4) twelve (12) hour shifts in one (1) week followed by three (3) shifts the following week. Shift times shall be designated by the Juvenile Hall Superintendent for Juvenile Institution Officers and by the Correctional Lieutenant for Correctional Officers.

10.6.4 Correctional Officers assigned to the transportation function will work a 4/10 schedule. Currently, employees assigned to the transportation function for a 12-hour shift receive 5% shift pay. Employees in this assignment will continue to receive the 5% of base as a "shift pay," while they are working the 10-hour shifts (as opposed to the 12-hour shifts).

10.6.5 The Cover Shift is designed to reduce overtime by having one Correctional Officer overlap between the day and the night shifts every day. The shift shall run from noon to midnight and shall be adjusted as needed according to call-offs, scheduled leaves, long-term absences and vacancies. Absent urgent situations, the department will give at least a five-day notice of unanticipated schedule changes.

10.6.6 The Sheriff has sole discretion to determine who will fill the 10-hour shift and cover shift assignments described in 10.6.4 and 10.6.5 above. However, the Department may first consider volunteers on a two-year rotational basis to cover these assignments by submitting a written request to the Jail Commander within the time period prescribed by the Jail Lieutenant. If no employees volunteer for these shifts, the Sheriff will assign the positions based on lowest seniority and operational needs. Non-voluntary assignments shall be on a six-month rotational basis.

10.6.7 Individuals working the twelve (12) hour schedule shall accrue time off at the current rate converted to hours. Time off shall be charged at actual hours; i.e. 12 hours per day

10.6.8 Each employee assigned to shift work without receiving holidays off, will be entitled to "Holiday in Lieu" Pay specified in Section 8.9.

10.7 OVERTIME ROTATION:

Overtime for Correctional Officers shall be administered by the shift supervisor. If an employee needs to be called-in to work overtime, employees shall be called from an overtime call list starting with the first person on the list. If that person is not contacted, or is contacted and declines the overtime, the person will remain at the same position on the list, and the next person in order on the list shall be called. A person accepting an overtime assignment shall be moved to the end of the overtime call list. This rotation system shall not apply to extensions of the employee's own regular work shift. The shift supervisor shall be allowed to bypass people on the overtime call list if that person is determined not to have adequate rest to accept the overtime assignment. The overtime call list shall be initially ranked in order of seniority. The overtime call list can be re-ranked based on seniority when determined appropriate by the shift supervisor.

**ARTICLE 11.
TRAVEL AND TRAINING**

Compensation for travel time and County ordered training or any other job activity shall be carried out in accordance with the County Travel Policy.

Effective immediately, employees required to travel overnight on County business shall receive a flat rate of not less than \$30.00 per day for meals. This flat rate to be determined through the meet and confer process.

For travel of more than 100 miles, the County may, taking into account starting and finishing times, etc. authorize, on a case by case basis, overnight stays for one (1) day seminars.

**ARTICLE 12.
VEHICLE MAINTENANCE**

12.1 The County will adequately service and maintain vehicles utilized by County employees. Employees with a good faith doubt about the safety of a vehicle, which they are required to operate, shall have the right to ask first, department management, and secondarily, the Administrative Officer, to review the condition of the vehicle. If the issue is still unresolved, the matter shall revert to the formal grievance procedure.

**ARTICLE 13.
MILEAGE/INSURANCE DEDUCTIBLE REIMBURSEMENT**

The County's mileage reimbursement rate shall be equal to that allowable under IRS regulations. Thereafter, the rate shall be maintained at whatever amount is provided for by the IRS.

The deductible amount covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, shall be reimbursed by the County. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. All reimbursements are subject to written verification that the accident occurred while the employee was conducting County business and was not the result of gross negligence on the part of the employee.

**ARTICLE 14.
LEAVES**

14.1 SICK LEAVE

For employees hired on or after October 1, 2014, sick leave is forfeited upon resignation or termination, except that if the employee is retiring under the PERS, the employee can cash out 25% of their sick leave. This 25% cap will only apply in the event that all other management, executive, safety and non-represented bargaining units agree to an equal reduction from 50% to 25%.

Employees hired before October 1, 2014 will maintain the option to cash-out 50% of sick leave at retirement, in accordance with the County Personnel Policies and Procedures. All other sick leave shall be as provided for in the County Personnel Policies and Procedures and shall remain unchanged for the term of this agreement.

14.2 HOLIDAYS

The following holidays are recognized as County holidays for pay purposes and all regular and probationary employees have these days off, except as otherwise provided:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. The Day After Thanksgiving
10. Christmas Day
11. Three Floating Holidays

Floating holidays are to be taken or lost by the end of each calendar year, at the employees' discretion, subject to the staffing needs of the department.

14.3 VACATION

Vacation credit for eligible employees is earned each month on a proportionate basis based on the percent of time or number of hours on pay status for that month at a rate determined by the

length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.

Accrual: Vacation credit will be earned by an eligible employee on pay status beginning the first of the month during which the required qualifying service is completed, at the following rates:

1. For full-time employees having the less than (4) completed years of qualifying service, 3.08 hours per pay period (80 hours per year).
2. For full-time employees having four (4) but less than ten (10) completed years of qualifying service, 4.62 hours per pay period (120 hours per year).
3. For full-time employees having ten (10) but less than fifteen (15) completed years of service, 5.85 hours per pay period (152 hours per year).

For full-time employees having more than fifteen (15) completed years of qualifying service, 6.46 hours per pay period (168 hours per year).

For the 2016 calendar year only, employee may cash-out up to 25 hours of vacation leave the first full pay period following January 1, 2016, or as soon as administratively possible, and an additional 25 hours of vacation leave effective the first full pay period following July 1, 2016 for a total of no more than 50 hours for the calendar year 2016. If employees do not have up to 25 hours available at the time the cash-out is allowed, employees may cashout available compensatory time up to a total of 25 hours inclusive with vacation cashout.

14.4 CORRECTIONAL OFFICERS- VACATION SCHEDULING

- 14.4.1 It is mutually understood that the County will allow only one individual from the jail to take vacation at any one time.
- 14.4.2 However, notwithstanding the above, the County will allow a total of up to two individuals from the jail to take vacation when (1) the request is submitted pursuant to subsection (c) below and (2) there are no individuals off on compensatory time or extended sick leave.
- 14.4.3 Requests for vacation shall be submitted during the month of December for the following calendar year. Requests for vacation will be processed giving preference to the employee's time and grade with those employees having the most time and grade receiving vacation preference. Employees may sign up for a minimum of one (1) week and a maximum of two weeks of vacation during their initial selection. Individuals wishing to sign up for more than two weeks vacation may do so after all unit employees have scheduled their two weeks off.
- 14.4.4 Requests for vacation, which are submitted during the calendar year, will be processed giving preference in the order in which the vacation requests are received. In the event requests are received at the same time for the same vacation period, time and grade will be the determining factor.
- 14.4.5 Once vacations are scheduled, either during the month of December for the following calendar year or during the year, more senior employees shall not be allowed to "bump" less senior employees from a scheduled vacation period, nor shall the department cancel a scheduled vacation except in cases of emergency.

14.4.6 Limits of Accrual: An employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate.

14.4.7 Waiting Period to Take Vacation: An employee shall not use such vacation until completion of his/her probationary period and he/she has received a permanent appointment.

14.5 BEREAVEMENT LEAVE

Individuals attending to a death in the immediate family shall be allowed up to five (5) days of bereavement leave. An immediate family member is defined as a spouse, registered domestic partner, mother, father, grandmother, grandfather, daughter, son, granddaughter, grandson, sister, or brother and step-relatives and in-laws of the same categories. Bereavement leave is in addition to an employee's accrued sick leave and vacation leave.

Department Heads have discretion to allow more than five (5) days when exceptional circumstances warrant additional leave. If approved, employees must use other accrued leave or take the additional days unpaid.

14.6 MATERNITY LEAVE

The County will follow all applicable state and federal laws regarding maternity and paternity leave, including leave for eligible employees provided under Pregnancy Disability Leave (PDL), Family Medical Leave (FMLA) and baby bonding leave under California Family Rights Act (CFRA). While these leaves are generally unpaid, employees must use leave accruals during FMLA and PDL leave except that employees have the option of retaining ten (10) days of paid leave prior to being granted a leave of absence without pay.

<p style="text-align: center;">ARTICLE 15. GRIEVANCE PROCEDURE</p>
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15.1 GRIEVANCE DEFINED

For purposes of this grievance procedure, a grievance is defined as any dispute between the County of San Benito (hereinafter "County") and employee or the Association regarding the interpretation or application of the Memorandum of Understanding (MOU), Supplemental MOUs, the County Personnel Policies and Procedures Handbook, provisions of the County Personnel Ordinance and State and Federal law.

There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercise of any rights under the grievance procedure.

When grieving the interpretation of the MOU, grievant must identify the applicable section. Grievances related to compensation shall begin at Step III with the Personnel Officer. All timelines may be extended by mutual agreement.

A copy of the approved grievance form is attached (Appendix C).

15.2 STEP 1: APPEAL TO IMMEDIATE SUPERVISOR

- 15.2.1 An employee may present the grievance orally either directly or through his/her Association representative to the employee's immediate supervisor within ten (10) working days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within five (5) working days after receiving the oral grievance, the immediate supervisor shall give the employee a reply.
- 15.2.2 If the employee is not satisfied with the reply of his/her immediate supervisor, the employee may appeal the grievance to Step II.

15.3 STEP II: APPEAL TO DEPARTMENT HEAD

- 15.3.1 If the employee desires to appeal the grievance to Step II, the grievance shall be reduced to writing, on forms provided, and presented to the Department Head or his/her designee within five (5) working days following the receipt of the immediate supervisor's oral reply.
- 15.3.2 The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the reasons for the appeal, the remedy requested, and the specific rules, regulations or statute claimed to have been violated, if any. The grievance shall be signed and dated by the employee.
- 15.3.3 The Department Head or his/her designee may arrange, or the Association may request, a meeting between the Department Head or his/her designee, the employee, and the appropriate Association representative and attempt to resolve the grievance informally. In any event, the Department Head or his/her designee shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.
- 15.3.4 If the employee is not satisfied with the decision he/she may appeal the grievance to Step III.

15.4 STEP III: APPEAL TO PERSONNEL OFFICER

- 15.4.1 If the employee desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Personnel Officer within five (5) working days following receipt of the written decision at Step II. For purposes of this procedure the Personnel Officer shall be the County Administrative Officer, or his/her designee.
- 15.4.2 If the employee or the Association has a reasonable basis to believe that pursuing a grievance through Step II would be futile, the employee or the appropriate Association representative may file a written grievance directly with the Personnel Officer.
- 15.4.3 Within ten (10) working days after receipt of the grievance or appeal to Step III, the Personnel Officer shall hold a meeting with the employee, the appropriate Association representative and/or the appropriate supervisor to discuss the matter to hopefully

reach an early resolution of the dispute. In any event, a written decision shall be given the employee or the appropriate Association representative within five (5) working days following the meeting.

- 15.4.4 If the Association is not satisfied with the decision of the Personnel Officer, the appropriate representative of the Association may appeal the grievance to Step IV - Arbitration.

15.5 STEP IV: ARBITRATION

- 15.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Association representative may appeal the grievance to arbitration. The Association representative shall notify the Personnel Officer, in writing, within thirty (30) calendar days following receipt by the employee of the written answer at Step III.
- 15.5.2 Within fourteen (14) calendar days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Personnel Officer with the appropriate Association representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.
- 15.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the California State Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators.
- 15.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.
- 15.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The conduct of the arbitration proceedings shall be governed by California Code of Civil Procedure Section 1280 et seq. Except as provided in the paragraph 15.5.7 below, the arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. In any grievance arbitration, the parties to the grievance may be represented by an attorney at the arbitration hearing, unless otherwise mutually agreed. Either party may elect to have representation by legal counsel for those arbitration hearings where there is the potential for contempt as set forth under the Stipulated Order and Judgment.
- 15.5.6 In the event the opinion contains a monetary award which exceeds One Thousand Dollars (\$1000.00), the opinion shall be advisory only to the County Board of Supervisors. The Board of Supervisors may, within fourteen (14) calendar days of receipt of the award, elect to review the award and issue a decision adopting or rejecting or modifying the award. The Board's review under this paragraph shall be pursuant to the procedures set forth under Government Code Section 11517 et seq. If

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the Board does not elect to review the opinion within the fourteen (14) calendar days, the opinion shall be deemed final and binding on the parties. A final decision under this provision shall be reviewable under Code of Civil Procedure Section 1094.5.

- 15.5.7 The opinion shall be sent to the Personnel Officer and to the employee or appropriate representative of the Association.
- 15.5.8 The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall contribute equally to the fee and expenses of the arbitrator and arbitration hearing.
- 15.5.9 Witnesses who are employees and on duty at the time of a scheduled appearance before the arbitrator shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.
- 15.5.10 Individual grievants shall be released from duty without loss of pay for the time of the arbitration hearing. One spokesperson shall be permitted to be present without loss of compensation for grievances filed by the Association.
- 15.5.11 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Failure to comply with the time limits set forth in Section 15.4 herein, will authorize the arbitrator to order either a default judgment against the County or a dismissal with prejudice against the Association. Time limits may be extended only by written mutual agreement of the parties.

15.6 DISCIPLINARY GRIEVANCES – (APPEALS OF DISCIPLINARY ACTION)

- 15.6.1 Employee appeals of disciplinary actions shall be governed by applicable County Personnel Policies and Procedures Handbook and State law. During the term of this procedure, an employee challenging discipline shall have the option of choosing between the arbitration provisions of this grievance procedure, or appeal to the County Board of Supervisors. Any employee who wishes to preserve the right of appeal to the Board must comply with the time requirements for filing such appeal as specified in the County Personnel Policies and Procedures Handbook. For employees who elect to appeal through this grievance procedure, the provisions of this grievance procedure, beginning at Step IV, shall apply.
- 15.6.2 At the Personnel Officer's request, the employee shall confirm his/her election of remedies in writing to the County.

15.7 GENERAL PROVISIONS OF GRIEVANCE PROCEDURES

- 15.7.1 The Association agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.
- 15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Association, filing or

appealing the grievance and the regularly scheduled working days of the appropriate representative of the County responsible for replying to the grievance.

- 15.7.3 If a party petitions to compel arbitration, vacate or confirm an arbitration award, then the prevailing party in such litigation shall be entitled to reasonable attorneys' fees. This provision contemplates the prevailing party being either the petitioner or respondent in such litigation, including those situations in which the County is represented by the County Counsel's office.

The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedure shall be considered a judgment as if the award is confirmed pursuant to Section 1285 et seq. of the Code of Civil Procedure.

**ARTICLE 16.
IRS 414-H2 PROVISION**

The County shall maintain in effect the IRS 414-H2 Provision allowing for a tax deferral of the employee-paid PERS contributions.

**ARTICLE 17.
BODY ARMOR**

The County will order replacement body armor for an employee required to wear body armor upon the expiration of the manufacturer's warranty.

**ARTICLE 18.
LIGHT DUTY**

When, due to job related injury or illness, an employee is unable to perform his/her normal duties, the employee may work in a light/limited duty capacity if the department determines such work is available. Employees may work light/limited duty only upon the authorization of the employees attending physician or a properly appointed County physician, and only to the extent that the employees illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees. If light/limited duty is available and the employee is cleared by an attending physician to perform such work, he/she shall be required to accept light/limited duty. The shift worked by the employee shall be determined in accordance with the best interest of the department.

**ARTICLE 19.
RESERVED**

**ARTICLE 20.
SUB-CONTRACTING**

Not less than thirty (30) days prior to any final decision on sub-contracting or assignment of volunteers to do unit work, the County will notify the Association of its intent to sub-contract. Upon request, the County will meet with the Association to explain the reasons that sub-contracting is being considered, and to discuss the impact of the sub-contracting on unit members. Nothing herein should be construed

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to restrict the County's right to sub-contract out unit work after meeting and conferring with the Association on the impact of the sub-contracting.

**ARTICLE 21.
UNIFORMS - SHERIFF'S DEPARTMENT PERSONNEL**

Newly hired employees in the Sheriff's Department, required to wear uniforms, will have the uniform provided by the County. The uniform allowance shall be sixty-six dollars monthly for eligible employees. Uniform items to be provided are:

- 1) 2 pairs of pants (Poly-Wool)
- 2) 2 long-sleeve shirts
- 3) 2 short-sleeve shirts
- 4) 1 tie
- 5) 1 pants belt with brass colored buckle
- 6) 1 name badge
- 7) 1 jacket
- 8) 1-rain coat

Sheriff's Department bargaining unit personnel not receiving a rain coat as a newly hired employee shall receive a rain coat issued by the County during FY 14-15.

**ARTICLE 22.
SPECIAL ASSIGNMENTS**

The County shall post all available special assignments at least seven (7) working days prior to their being filled. Special assignments shall be determined by the County. Examples of special assignments included: FTO assignments, Rangemaster, Transportation and Explorer Advisor. During the seven (7) day posting period, individuals interested in receiving the assignment shall be given the opportunity to indicate their interest. Appointments to special assignments shall be made in the sole discretion of the Sheriff.

**ARTICLE 23.
RESERVED**

**ARTICLE 24.
GROOMING STANDARDS**

The County and Association acknowledge that the grooming standards as contained in the Department Manual remain in effect.

**ARTICLE 25.
RESERVED**

**ARTICLE 26.
PAYDAYS**

26.1 The County shall provide for distribution of employee paychecks on a biweekly schedule. An annual payroll schedule will be made available to employees by the Auditor's Office.

- 26.2 The County will continue to make available direct deposit with all banks that are willing to participate.

**ARTICLE 27.
RESERVED**

**ARTICLE 28.
FLEXIBLE WORK HOURS**

Requests for flexible work hours that meet the operational and efficiency needs of the department may be considered by the County on a case-by-case basis. The County shall have the complete right to approve, deny or revoke any flexible work schedule at any time for any reason. Any decision or action taken by the County under this Article shall not be subject to the grievance procedure included in Article 15.

**ARTICLE 29.
RETIREMENT**

29.1 "Classic" Employees

For employees hired prior to January 1, 2013, or were members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall continue to provide the 3% at 55 full formula as provided by Govt. Code Section 21363.1, for Local Safety Members. Employees in this unit will pay the entire share of the employee PERS contribution of 9%.

29.2 "New" Employees

For employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall provide the retirement program in conformance with the requirements of California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7522 et seq., as may be amended. As of FY 2013/2014, Local Safety Employees will receive the 2.7% at 57 retirement benefit. As per the letter from CalPERS to the County, dated December 19, 2012, these Local Safety employees will contribute 12.25% towards the employee CalPERS contribution. This amount may change during the term of this agreement, only if the CalPERS increases the employee contribution for "new members" as defined by PEPRA during the term of this agreement.

**ARTICLE 30.
ADVANCED NOTICE**

Whenever the County changes county wide personnel policies, the Association will be given written notice at least ten (10) working days, absent emergency, before the effective date of changes regarding wages, hours and other terms and conditions of employment. This notice is provided in order that the Association may meet and confer with the County before the change becomes effective, if the Association so requests.

**ARTICLE 31
REST PERIODS**

10/01/15 – 09/30/17 MOU BETWEEN SAN BENITO COUNTY
AND THE SAN BENITO COUNTY INSTITUTIONS ASSOCIATION

- 1) One (1) duty-free rest period of not more than fifteen (15) minutes shall be normally granted during each four (4) hours of continuous work. A part-time employee shall normally be granted one fifteen (15) minute rest period for each work period of four (4) hours or more.
- 2) The department head shall establish reasonable rules governing the taking of such relief or rest periods. Rest periods will be taken away from the immediate work area when the employee works in a public contact office, and where the department head can reasonably provide such separate area.
- 3) Rest periods shall not be taken at the beginning or end of a work period, combined with a meal period or accumulated for use at a later time.
- 4) A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.
- 5) It is the responsibility of each employee to take this rest period. Employees should report to the supervisor if, for any reason, an employee believes that they are unable to take a rest period.

ARTICLE 32.
HIRING PROCEDURES/PROMOTIONS

The County shall provide to all departments existing policies/procedures on the posting of vacancies and promotional opportunities.

ARTICLE 33.
SERVICE CREDIT PART-TIME EMPLOYEES

In accordance with existing rules, permanent part-time employees shall receive pro-rated service time credit for County seniority purposes.

ARTICLE 34.
TUITION REIMBURSEMENT

The County has developed a tuition reimbursement program for Unit employees. The program includes:

- 34.1 Maximum reimbursement of up to Seven Hundred Fifty Dollars (\$750.00) per eligible employee per fiscal year.
- 34.2 Reimbursement for job related, pre-approved courses from accredited educational institutions.
- 34.3 Reimbursement upon successful course completion.

The Administrative Policy outlining the details of the program is available in the Administrative Offices.

**ARTICLE 35.
PROBATIONARY PERIODS**

All employees hired into Correctional Officer, Juvenile Institution Officer classifications shall serve an initial probationary period of twelve (12) months, with the option at the discretion of the Department Head to extend up to an additional six (6) months. During the probationary period, an employee may be rejected at any time by the Department Head of the employee without cause and without the right of appeal. Timing of the performance evaluations during the probationary period shall be in accordance with the performance evaluation section of the Personnel Policies and Procedures.

**ARTICLE 36.
PEACEFUL PERFORMANCE**

The Association agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions which would involve suspension of or interference with normal work of the department or other County departments.

In the event of any job actions as described above, the Association will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

**ARTICLE 37.
FULL UNDERSTANDING, MODIFICATION & WAIVER**

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.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term 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 Board of Supervisors and San Benito County Institutions Association. 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.

**ARTICLE 38.
SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State, but all other provisions will continue in full force and effect.

**ARTICLE 39.
TERM OF MOU**

This Memorandum of Understanding represents the entire Agreement between the County and San Benito County Institutions Association on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, 2015 and shall continue in full force and effect until midnight September 30, 2017, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the Board of Supervisors takes action to modify the benefits provided hereunder. Either party shall present its requests for negotiations on the items within the scope of representation no later than July 1, 2017, unless extended by mutual agreement. The County and Association shall begin the meet and confer process no later than July 15, 2017 unless extended by mutual agreement.

**ARTICLE 40
NEW PAYROLL SYSTEM CONTRACT REOPENER**

The parties agree to reopen this MOU solely for the purposes to meet and confer over the impacts within the scope of representation related to the implementation of the County's new payroll system. Discussions may include, but are not limited to the following: direct deposits, W2 processing, and time entry process.

**ARTICLE 41
EXTRA HELP**

Temporary non-unit employees and other non-unit employees shall only be used by the County to supplement the regular work force by performing bargaining unit work as follows: (1) to cover vacancies created by illness, vacation, and other paid and unpaid leave; (2) to supplement regular bargaining unit personnel during the recruitment and selection process needed to staff vacancies in regular budgeted positions; (3) to provide additional staff to address temporary increases in work load. No more than two (2) temporary non-unit employees shall be included on a Juvenile Hall work shift (morning or night), or on a Jail Team shift except where County management staff determines that exigent circumstances exist, or in cases where overtime slots cannot be filled on a voluntary basis.

**ARTICLE 42
Additional Special Paid Leave**

Employees shall be granted a one-time allotment of 32 hours of Special Paid Leave effective December 21, 2015 and in December 2016 to use in the same manner as vacation. This leave shall be subject to the same department policies as vacation. Once granted, this leave shall be used before any accrued vacation unless to do so causes an employee to face vacation accrual limit problems. In such case, the County will work with employees on a case-by-case basis to ensure that they are allowed to use the leave. This leave shall have no cash value if not used.

10/01/15 - 09/30/17 MOU BETWEEN SAN BENITO COUNTY
AND THE SAN BENITO COUNTY INSTITUTIONS ASSOCIATION

IN WITNESS WHEREOF,

the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signature below.

COUNTY OF SAN BENITO	SAN BENITO COUNTY INSTITUTIONS ASSOCIATION
Chair, Board of Supervisors	LARRY KATZ Chief Negotiator
Date:	<i>Larry Katz</i> Date: 1/5/16
RAY ESPINOSA County Administrative Officer	MICHELLE ESPARAZA President
Date:	<i>Michelle Esparaza</i> Date: 1.27.16
ALLYSON HAUCK Chief Negotiator	JONELL CASADA Bargaining Team Member
<i>Allyson Hauck</i> Date: 1-28-2016	<i>J. Casada</i> Date: 1-21-16
MATTHEW GRANGER County Counsel	VANESSA ESQUIVEL Bargaining Team Member
<i>Barbara Thompson</i> Date: 1-28-16	<i>Vanessa Esquivel</i> Date: 1/27/16

Appendix A
Classification Titles
Salary Ranges

Job Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G*
Correctional Officer I	19.7019	20.6827	21.7212	22.8115	23.9538	25.1538	26.4000
Correctional Officer II	21.7212	22.8115	23.9538	25.1538	26.4115	27.7327	29.1173
Correctional Officer III	23.9538	25.1538	26.4115	27.7327	29.1231	30.5827	32.1115
Correctional Sergeant	27.7327	29.1231	30.5827	32.1115	33.7154	35.4058	37.1769
Juvenile Institution Officer I	16.2865	17.0942	17.9596	18.8596	19.8000	20.7865	21.8250
Juvenile Institution Officer II	17.9596	18.8596	19.8000	20.7865	21.8250	22.9212	24.0692
Juvenile Institution Officer III	20.7865	21.8250	22.9212	24.0692	25.2750	26.5385	27.8654

Effective 10/9/16, the salaries listed above will be increased by 2% across the board

* Eligible for G Step if hired prior to 10/1/14

Insitutions Association - Appendix B



SAN BENITO COUNTY GRIEVANCE FORM

Date	
Grievant's Name	
Address	
Contact Phone	
Department	
Department Head	
Statement of Grievance:	
Grievance Against	
Rule/Section Violated	
Corrective Remedy Sought	
Informal Resolution Description	
Step 1	
Step 2	
Step 3	
Step 4	
Final Grievance Resolution & Date	