

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF SAN BENITO**



**AND THE  
SAN BENITO COUNTY DEPUTY SHERIFF'S  
ASSOCIATION**

**OCTOBER 1, ~~2020~~2021 THROUGH  
SEPTEMBER 30, ~~2021~~2023**

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**ARTICLE I. 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, hereinafter referred to as the County, and by representatives of the San Benito Deputy Sheriff's Association, hereinafter referred to as the Association, for the term of October 1, 2020 through September 30, 2021.

**ARTICLE II. 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 4<sup>th</sup> Street  
Hollister, CA 95023

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

San Benito County Deputy Sheriff's Association  
451 4<sup>th</sup> Street  
Hollister, CA 95023

**ARTICLE III. 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. Classifications represented are: Deputy Sheriff, Sheriff's Sergeant, Probation Officer I, II, III and District Attorney Investigator.

**ARTICLE IV. COUNTY RIGHTS**

The County reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; require overtime; take disciplinary action; relieve its employees of duties because of lack of work or for other legitimate reasons; determine the methods, means and personnel by which governmental operations are to be

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conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. These rights shall be limited only as specified in this Agreement or applicable state or federal laws, including Sections 3500-3510 of the California Government Code.

All County rights, powers, functions and authorities, except as expressly abridged by the agreement, shall remain vested in the County, whether or not they have been exercised in the past.

This article is not intended to restrict consultation with the Association at the request of the latter regarding matters within the rights of the County to determine.

**ARTICLE V. COMPENSATION**

~~A. **Salary Increases:** There shall be no salary increases during the term of this agreement.~~

~~A. The salary ranges for job classes and employees covered by this Agreement are set forth in the Class Title and Pay Plan for DSA employees ("Appendix A"), which is attached and incorporated by reference to this Agreement. Current Salaries for classifications in this bargaining unit are listed in Appendix A of this MOU.~~

- ~~1. Effective the pay period beginning February 6, 2022, each step of the salary range for classifications in this unit shall be increased by **three percent (3.0%)**.~~
- ~~2. Effective the first full pay period after October 1, 2022, each step of the salary range for classifications in this unit shall be increased by **three percent (3.0%)**.~~

~~**B. One-Time COVID-19 Related Lump Sum:**~~

- ~~1. A one-time COVID-19 Related Lump sum payment of \$1,500.00 shall be paid as follows:  
The one-time COVID-19 Related Lump Sum payment will be paid in the February 25, 2022 payroll check for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that the lump sum is processed and paid shall not receive the lump sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed shall only be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the lump sum. All amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.~~
- ~~2. \$1,500.00 effective the first full pay period in October 2022. The COVID-19 Related Lump Sum payment one-time lump sum will be paid in the payroll check that includes the first full pay period in October 2022, for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that the one-time lump sum is processed and paid shall not receive the one-time lump sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed and paid shall only~~

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be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the one-time lump sum. All one-time lump sum amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.

**B. ~~Signing Bonus:~~**

- ~~1. A \$1,000 signing bonus effective the pay period beginning December 13, 2020 and ending on December 26, 2020. The bonus will be paid on December 31, 2020.~~
- ~~2. A \$1,000 signing bonus effective the pay period beginning on July 11, 2021 and ending July 24, 2021. The bonus will be paid on July 30, 2021.~~
- ~~3. Only employees in paid status during the pay period in which the signing bonuses are processed are eligible for the signing bonus. The signing bonuses are subject to any required state or federal deductions.~~

**A.C. POST Pay:** Employees in this bargaining unit shall be eligible for the following POST Pay premiums as detailed below:

1. Individuals in the classification of Deputy Sheriff and District Attorney Investigator I/II possessing a POST intermediate certificate shall receive an additional 2.5% of base pay.
2. Individuals in the classifications of Deputy Sheriff and District Attorney Investigator I/II possessing a POST advanced certificate shall receive an additional 2.5% of base pay, for a total of 5% when combined with the intermediate certificate.
3. Deputies who are promoted to Sergeant and already possess the intermediate and/or advanced certificates or for Sergeants who, at the time date of this agreement, already possess the intermediate and/or advanced certificates will retain the 2.5% for intermediate and/or 2.5% for the advanced, for a maximum total of 5%.
4. Individuals in the Sergeant classification possessing both a POST intermediate certificate and a POST supervisory certificate shall receive an additional 2.5% of base pay, for a total of 5% percent. Individuals in the Sergeant classification possessing both a POST intermediate certificate and an advanced certificate, and a POST supervisory certificate shall receive an additional 2.5% of base pay, for a total of 7.5% percent.
5. Individuals promoted to the classification of Sergeant shall have a period of twelve (12) months to complete the training and a total of twenty-four (24)

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months to obtain their supervisory certificate. The Department must provide an opportunity for a Sergeant to complete the POST Supervisory training within the twenty-four (24) months.

**B.D. PERS Contributions:**

Employees hired on or before December 31, 2012 and "classic employees" as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, shall receive the 3% at 55 full formula as provided by Govt. Code Section 21363.1, for Local Safety Members. These employees pay the entire required CalPERS member contribution of 9% of the employee's salary.

New employees, as defined by PEPRA and CalPERS guidance, are subject to the new Pension rules requiring a contribution paid by the employee of 50% of the normal cost and a new formula (2.7% @ 57).

**E. Overtime Compensation:**

1. Overtime is time worked which exceeds either the scheduled work day or forty (40) hours per week for individuals on a standard, 9/80 or 4/10 schedule or eighty four (84) hours per two-week work cycle for individuals on the twelve (12) hour work schedule. Overtime will be reported and compensated in fifteen (15) minute increments. Overtime may be compensated in cash or compensatory time off at the request of the employee, with the approval of the Department. Maximum accrual of compensatory time off shall be sixty (60) hours.

2. Call Back Minimum: Minimum call back shall be three (3) hours when the employee is called back to work on the employee's scheduled day off.

3. Overtime Rotation: The Sheriff's Department shall continue to maintain the overtime rotation system to provide for the distribution of overtime amongst all unit employees. Sign-up for posted overtime assignments shall be by departmental seniority for seventy-two (72) hours following posting. Thereafter, sign-up shall be on a first come, first served basis. This rotation shall not apply to extensions of the employees own regular work shift. (Not applicable for Probation Officer classifications.)

**F. Uniform Allowance:** Effective December 1, 2022 and continuing thereafter, an annual uniform allowance of eight hundred dollars (\$800.00) per per year will be paid to each bargaining unit employee at the rate of \$30.76 per pay period. Each employee will be responsible for properly maintaining their uniforms in accordance with Department standards. All uniform allowance payment amounts are subject to required state and federal taxes. This payment shall not be pensionable compensation for PEPRA members. Effective October 1, 2021, 2008, uniform allowances were converted to base salary at a rate of thirty (30) dollars and seventy six cents (\$30.76) per pay period for Sheriff's Deputies and Sergeants and twelve (12) dollars per pay period for Probation Officers. [EB1]



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1. Newly Hired Deputies: Newly hired Sheriff's Deputies and Sergeants shall receive an initial uniform including two (2) pair of pants, two (2) long sleeve and two (2) short sleeve shirts, one (1) tie, one (1) hat, one (1) belt, one (1) name badge, and One Hundred Dollars (\$100.00) toward the purchase of uniform boots.

2. Newly Hired Probation Officers/Change in Uniform: Newly hired probation officers shall receive an initial uniform. The initial set of uniforms will include:

a. Field Attire: One (1) black BDU shirt with department patches and name tape and one (1) Sierra/Tundra color BDU pants.

b. Alternative Office/Casual Field Attire: One (1) black performance polo with Department Badge/Logo and Name/Rank.

For the Alternative Office/Casual pants, employees can either wear the Sierra/Tundra color BDU pant or a Khaki color BDU pants to be purchased by the employee.

If the department changes any component of the uniform, all probation officers will receive the initial component of the uniform (except the optional Khaki color BDU pants).

**G. Holiday Pay**: Those employees not receiving holidays off shall be compensated with holiday in lieu pay at five percent (5%) of base pay. The County shall observe thirteen (13) holidays during the term of this agreement. Individuals in Probation Officer classifications shall receive four (4) hours off on either Christmas or New Year's Eve (as provided for in the County Personnel Rules).

1. In addition to the above Holiday Pay provisions, employees shall be granted a one-time allotment of 32 hours of Special Paid Leave effective December 2020. 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. The County will also work with probationary 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.

**H. Bi-lingual Pay**: Bi-lingual employees (Spanish) shall receive One Hundred and Twenty-Five Dollars (\$ 125.00) per month. This payment shall be made to individuals who have taken and passed a proficiency test and who are utilized by the department for more difficult interpreter work, translator work, testifying in court, etc. It is understood that, relative to incidental bilingual contacts, per previous past practice, Unit employees will endeavor to communicate with non-English speaking persons to the best of their ability without additional compensation.

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**I. Out of Classification Pay:** Employees assigned by the Sheriff or the Chief Probation Officer or his or her designee, in writing, to perform substantially all of the duties of a budgeted and vacant position in a higher level classification shall receive an additional five percent (5%) of base pay after they have worked twenty (20) days out-of-class in any fiscal year. Payment shall be for that period of time that the employee is actually assigned and working out of classification, commencing with the first full pay period following the 14<sup>th</sup> day of the assignment to work out of class.

**J. Retention / Longevity Pay:** Existing employees that have the following tenure with the County or other law enforcement public service shall receive additional compensation as follows:

- Effective the first day of the pay period following the completion of the tenth year of service (10 years) -, five percent (5%) percent added to base salary. Employees with continuos full-time service to San Benito County are eligible for this differential.
- Effective the first day of the pay period following the completion of the 15th year of service (15 years) , an additional fivepercent (5%) will be added to the base salary for a total of ten (10%) percent added to the base salary. Employees with continuous full-time service to San Benito County are eligible for this differential.
- Effective the first day of the pay period following the completion of the 20<sup>th</sup> year of service (20 years) , an additional five percent (5%) will be added to base salary for a total of fifteen (15%) added to base salary. Employees with continuous full-time service to the San Benito County are eligible for the differential.

<u>YEARS</u>	<u>PERCENT</u>
<u>10</u>	<u>5.0%</u>
<u>15</u>	<u>10.0%</u>
<u>20</u>	<u>15.0%</u>

- ~~The pay period following the completion of 15 years of public service 5%~~
- ~~The pay period following the completion of 20 years of public service 5%~~
- ~~The pay period following the completion of 25 years of public service 5%~~

For employees hired on or after October 1, 2008, only public service with the County of San Benito shall qualify for Retention/Longevity pay.

**K. Special CompensataionG STEP:** In the event that a unit member is assigned under the specific provisions described in Personnel Rule 6.7.6.5 of the County of San Benito Personnel Policies and Procedures, Special Compensation in conformance with the

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~~California Code of Regulations 571 may be reported to CalPERS as compensation earnable or pensionable compensation. Employees will be eligible to move from Steps A through G. Following the effective date of this agreement, employees not already at Step G are eligible to move to Step G after completing twelve (12) months at F step. This provision is not retroactive.~~

~~Parties understand that the County may, within its management discretion, eliminate or unfund vacant positions and institute a hiring freeze to meet the requirement of this proposal.~~

**ARTICLE VI. INSURANCE BENEFITS**

**A. EMPLOYEE MEDICAL COVERAGE AND FLEXIBLE BENEFIT**

**I. Eligibility**

Employees occupying permanent full time positions, who work a minimum of 0.9 FTE or more, and their eligible dependents, shall be entitled to participate in the County-sponsored medical plan consistent with plan eligibility requirements.

Employees occupying permanent part-time positions, who work a minimum of twenty (20) hours, but less than 0.9 FTE per week, and their eligible dependents, shall be entitled to participate in the County-sponsored medical plans consistent with plan eligibility requirements. In either case cited above, the County contribution shall be based on 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.

**II. Provider of Medical Coverage**

The County currently offers medical coverage to eligible employees through CSAC-EIA. Starting on January 1, 2022, the County will offer medical plans to eligible employees, retirees, and their dependents through CalPERS Health.

**III. County Contribution**

To receive this contribution, all employees must maintain medical care coverage through a County sponsored plan.

The County's monthly contribution for any medical plan shall be up to the maximum amounts for full time permanent employees as set forth below:

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

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As of January 1, 2022, only the PEMHCA Minimum contribution amount (in the amount of \$149.00/month for 2022) will be made as the monthly CalPERS health insurance contribution for all employees.

The difference between the PEMHCA Minimum contribution amount and the County's current contribution amounts (under the current MOU's) shall be paid to employees via a Health Reimbursement Account, or other similar Account.

As a result, the amount of total monthly County contribution towards Health for employees will be the sum of the Health Reimbursement Account amount, and PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts for active employees:

- a) Employee Only: \$550.00, which would include the PEMHCA Minimum
- b) Employee Plus One: \$1,050.00, which would include the PEMHCA Minimum
- c) Family: \$1,315.00, which would include the PEMHCA Minimum

The County's contribution shall be prorated for positions that are less than 0.9 FTE, rounding to the nearest one-quarter time. Any premium contributions required above the County's maximum monthly contribution shall be borne entirely by the employee.

#### IV. Employee Contribution

Employees in this unit hereby authorize the County to make a payroll deduction in the amount equivalent to the remainder of the premium required for the CSAC-EIA plans, or other approved County offered medical plan in which the employee and dependents are enrolled.

As of January 1, 2022, employees in the Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for CalPERS Health 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 allowed in the Internal Revenue Code.

#### **B. RETIREE MEDICAL COVERAGE AND FLEXIBLE BENEFIT**

##### a. Eligibility and Maximum County Contribution

Employees in the Unit who retire from the County of San Benito and are eligible for a pension may enroll in a CSAC-EIA medical plan within ninety (90) calendar days of the date of separation as a retiree from the County if consistent with plan eligibility.

To receive this contribution, all employees must maintain health care coverage through a County sponsored plan.

As of January 1, 2022, Employees in the Unit who retire from the County of San Benito and are eligible for a pension through CalPERS may enroll in a CalPERS Health medical plan within

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ninety (90) calendar days of the date of separation as a retiree from the County, If consistent with plan eligibility. To receive this contribution, all retirees must maintain medical care coverage through a County sponsored plan and receive CalPERS retirement.

- b. County Contribution for employees hired on or before March 23, 2016.
  - 1. For pre-65 retirees or their eligible survivor (spouse and/or dependent) under CalPERS retirement law, who are not eligible for Medicare and not subject to Section I below, the amount of total monthly County contribution towards Health for these individuals will be the sum of direct reimbursement/payment from the County and the PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts until modified by a subsequent MOU:
    - i. Retiree Only: \$550, which would include the PEMHCA Minimum
    - ii. Retiree Plus One: \$1050.00, which would include PEMHCA Minimum
    - iii. Retiree Plus Family: \$1,315.00, which would include the PEMHCA Minimum
  - 2. For Medicare eligible retirees or their eligible survivor (spouse and/or dependent) under CalPERS retirement law, and not subject to Section I below, the amount of total monthly County contribution towards Health for these individuals will be the sum of direct reimbursement/payment from the County and the PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts until modified by a subsequent MOU:
    - iv. Retiree Only: \$385.00, which would include the PEMHCA Minimum
    - v. Retiree Plus One: \$735.00, which would include the PEMHCA Minimum
    - vi. Retiree Plus Family: \$920.50, which would include the PEMHCA Minimum
- I. County Contribution for employees hired on or before March 23, 2016; ~~-PEMHCA Minimum Contributions Only.:~~
  - a. ~~The County will make the following maximum monthly premium contribution to a CSAC-EIA medical plan:~~
    - i. ~~For pre-65 retirees who are not eligible for Medicare~~
      - 1. ~~Retiree Only: \$550~~
      - 2. ~~Retiree Plus One: \$1050~~
      - 3. ~~Retiree Plus Family: \$1315~~
    - ii. ~~For Medicare eligible retirees or their eligible survivors (spouse and/or dependent children), the County will contribute 70% of the amount stated in paragraph (i) directly above.~~

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- II. ~~For purposes of calculating the County's contribution towards medical plan premiums in the County's CSAC-EIA medical plan, employees hired on or after March 24, 2016 who retired from the County, shall only receive a County monthly contribution equal to the PEMHCA minimum.~~

Those retirees or their eligible survivor (spouse and/or dependent) under CalPERS retirement law who are limited to receiving the PEMHCA Minimum upon retirement under the existing MOU's, will continue to receive the PEMHCA Minimum amount as prescribed by Government Code section 22892.

**C. INSURANCE COMMITTEE**

The Union and County agree to continue to participate in the joint insurance committee and to make appropriate recommendations to the Union and County regarding possible changes in insurance coverage during the term of this agreement. Implementation of any changes will be subject to the meet and confer process.

**D. EMPLOYEE OPT-OUT OF MEDICAL COVERAGE**

Employees who are eligible to receive "cash in lieu of" enrollment in the County's medical plan 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 medical plan coverage to no coverage, or, if a new employee, choose no coverage.

~~Before January 1, 2022, W~~ whenever an employee changes to no coverage, the employee shall provide written proof of current group alternate coverage that is not an ACA or Covered California plan and sign a waiver stating that ~~she or he~~ the employee does have alternative coverage and that ~~the employee she or he~~ understands that ~~the employee she or he~~ will no longer receive coverage through a County-sponsored medical plan.

If an employee decides to re-enter a County-sponsored medical plan, ~~the employee she or he~~ 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 CSAC-EIA provided medical plans.

As of January 1, 2022, whenever the employee changes to, or opts for, no coverage, the employee shall provide written proof of current alternate group coverage that is not an ACA or Covered California Plan and sign a waiver stating that the employee does have alternate coverage and that the employee understands that the employee will no longer receive coverage through a County-sponsored medical plan. If the employee later decides to re-enter a County-

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sponsored health plan, the employee must meet such requirements and conditions for approval as may be required by the medical plan provider or enroll during the annual open enrollment period for CalPERS Health provided medical plans.

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

**E. VISION INSURANCE**

The County provides MES Vision Insurance to all full-time regular employees. 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.

**F. 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.

**G. LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENT**

Employees shall be liable for full payment for all services received by ineligible dependents and for any contributions made on the dependents behalf by the County. It is the responsibility of each employee to notify Human Resources upon any enrolled dependent(s) becoming ineligible.

**ARTICLE VII. VACATION LEAVE**

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.

A. 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. Full-time employees having less than four (4) years of qualifying service, six and two-thirds (6-2/3) hours per month.



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2. For full-time employees having four (4) but less than ten (10) years of qualifying service, ten (10) hours per month.
3. For full-time employees having ten (10) but less than fifteen (15) completed years service, twelve and two-thirds (12-2/3) hours per month.
4. For full-time employees having more than fifteen (15) years of qualifying service, fourteen (14) hours per month.

B. Limits of Accrual: Employees are not allowed to accrue vacation hours that total more than two (2) times their annual accrual rate. In accordance with the County Personnel Rules, the vacation accrual limit shall only be enforced as of December 31 of each year.

C. 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.

D. Scheduled Time Off:

1. Sheriff's Department:

a. It is mutually understood that the County will allow only one individual from patrol to take vacation at any one time.

b. However, notwithstanding Paragraph a above, the County will allow a total of up to two individuals from patrol to take vacation when (a) the request is submitted pursuant to subsection (Paragraphs c & d 4) below and (b) there are no individuals off on compensatory time or extended sick leave (including 4850 time). This determination will be made by category.

Requests for vacation shall be submitted during the month of December for the following calendar year. Requests for vacations will be processed giving preference to the employees' departmental seniority with those employees having the most departmental seniority receiving vacation preference. Employees may sign up for a maximum of two weeks of vacation during their initial selection. Individuals wishing to sign up for more than two weeks of vacation may do so after all unit employees have scheduled their two weeks off. Departmental seniority shall be defined as those with continuous employment as a P.O.S.T. Certified Deputy Sheriff in San Benito County.

c. Requests for vacation that 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, departmental seniority will be the determining factor.

d. 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



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allowed to "bump" less senior employees from a scheduled vacation period, nor shall the department cancel a scheduled vacation except in cases of emergency. For the purposes of this section; emergency shall be defined as natural or civil disaster, extraordinary levels of vacancy due to illness or injury, significant public safety concerns, etc.

2. Probation Department: Requests for vacation are to be approved by the immediate supervisor. The Probation Department has discretion to limit the number of staff on vacation at any one time. At certain times, especially during June through August, December, and extreme staffing shortages, the department may place a department-wide restriction on vacation usage. Should the department determine that a limitation on vacation is necessary, the Department will announce the restriction as soon as practicable. When restrictions on vacation usage apply, requests will be processed by departmental seniority.

E. Illness Within Vacation Leave: Employees who become ill or injured during vacation leave may have such periods of illness charged to their accumulated sick leave instead of vacation provided that the requirements as set forth in the sick leave rule are complied with.

F. Compensation at Termination: Employees leaving the County service with accrued vacation shall be paid the amounts of accrued vacation to the date of termination at the employee's hourly rate.

**ARTICLE VIII. WORK SCHEDULES**

A. Sheriff's Department

1. Field Patrol Personnel. The County has adopted an FLSA 7(k) fourteen (14) day work cycle. In accordance with that work cycle, the Sheriff's Department shall maintain in effect the twelve (12) hour shift schedule for Field Patrol personnel, plus any other positions designated by the Sheriff, in his sole discretion. The schedule shall continue for the term of this agreement. Either party may give notice that it wishes to end the program. The parties shall promptly meet and confer if notice is given.

Individuals shall be assigned, in general, to work four (4) twelve (12) hour shifts in one (1) week followed by three (3) shifts the following week. Shift days and times shall be designated by the Sheriff. The current patrol shifts are (1) 0600 to 1800 or (2) 1800 to 0600 A or B Side.

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., twelve (12) hours per day.

Individuals not assigned by the Sheriff or designee to a twelve (12) hour schedule shall either work the eight (8) hour per day forty (40) hour schedule or a 4/10 schedule, as determined by the Sheriff or designee.

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Shift Rotation: Shift assignments in the Sheriff's department shall be bid upon every other shift rotation based on departmental seniority and then every other shift rotation assigned at the discretion of the Sheriff. DSA members under the title, "Sergeant" shall bid upon Shift Rotation, every other shift rotation, based on time in grade (i.e. longest tenured Sergeant bids first). If operationally necessary, the Sheriff has the discretion to alter shift assignments or to change the duration of a shift assignment upon reasonable notice.

Schedule Changes: Except in cases of emergency, the County shall give five (5) calendar days notice to an employee prior to changing his/her regular work schedule. Employees whose schedules are changed with less than five (5) calendar days notice shall receive overtime compensation for shifts worked until the five (5) calendar day period has passed. Upon giving the five (5) calendar days notice the County shall be free to change work schedules as necessary.

This section shall not apply during normal shift changes.

2. Bailiffs: Deputy Sheriffs assigned as Bailiffs shall be assigned an eight (8) hour workday from 8:00 a.m. to 5:00 p.m. When Bailiffs are not relieved from duty by the assigned judge, Bailiff's lunch period will be paid and count as hours worked. When Bailiffs are able to be relieved from duty as determined by the judge, meal periods will not be compensated or count towards hours worked. When assigned full or partial days to patrol they shall work a straight eight (8) hour shift including, when time permits, a thirty (30) minute lunch period.
3. Shift Assignment: Individuals shall be assigned to shifts and days off by the Sheriff. All employees shall have the opportunity to indicate preferences for shift assignment and days off prior to being assigned by the Sheriff.
4. Meal Periods. Unless otherwise stated above, employees who work more than five hours per day are entitled to a thirty-minute meal period. When an employee is relieved of all duties, the meal period shall be unpaid and will not count towards hours worked. When an employee is required to have an on-duty meal period due to the nature of the work or the requirements of the job for that day, the meal period will be counted as hours worked and will be compensated at the employee's regular rate of pay.

**B. Probation**

1. Probation Officers. Probation officers shall work eight (8) hours a day forty (40) hours a week. Alternative schedules, such as a 9/80 or 4/10 may be available at the discretion of the Chief Probation Officer based on the operational needs of the department.

- a. On December 16, 2008, the County adopted a Fair Labor Standards Act 7(k) fourteen day work cycle for Probation Officers I, II, Senior Deputy Probation

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Officer, and Supervising Deputy Probation Officers who, at the discretion of the Chief Probation Officer, are assigned to a twelve (12) hour shift schedule.

- b. Individuals assigned to a twelve (12) hour work schedule may be assigned to work four (4) twelve (12) hour shifts in one (1) week followed by three (3) twelve (12) hour shifts the following week. Shift days and times shall be designated by the Chief Probation Officer.
- c. 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., twelve (12) hours per day.

2. Flexible Hours. Generally, a work day is from 8:00 a.m. to 5:00 p.m. with a one (1) hour unpaid lunch. Within the work week, Probation Officers maintain a flexible work schedule to meet the needs of the department and the requirements of their current workload. Probation Officers are to maintain awareness of their work schedules and the demands of their assignment throughout the work week. Probation Officers are to exercise their professional judgment in meeting those requirements. Flexible scheduling is to be in consultation with, and meet the approval of, their immediate supervisor.

3. Overtime. In accordance with the Overtime provisions in this MOU, overtime may be compensated in cash or compensatory time off at the request of the employee, with the approval of the Department. Maximum accrual of compensatory time off shall be sixty (60) hours.

4. Standby. Employees will be provided with standby compensation when assigned to standby, in writing, by the Chief. Standby eligibility will be based upon an employee's ability to respond to the County or assigned worksite location within thirty (30) minutes. Employees assigned to standby must leave a telephone number where they can be reached, respond promptly to calls, and be available to respond immediately back to the worksite if needed. Standby time does not count as time worked unless the employee is called back to work. Employees assigned to standby will receive standby pay in the amount of two (2) hours of pay per day. Time spent in answering phone calls or responding to calls by phone when not assigned to standby is not considered standby, but is considered time worked, and will be paid in fifteen (15) minute increments, which also counts toward overtime, if eligible.

**ARTICLE IX. ASSOCIATION MEETINGS**

When it does not unreasonably conflict with the operations of the County, on duty members shall be allowed up to one (1) hour's time to attend the monthly meeting with the requirement that all on duty members shall remain on radio standby.

**ARTICLE X. GRIEVANCE PROCEDURE**

A. Grievance Defined:

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For purposes of this grievance procedure, a grievance is defined as any dispute between the County of San Benito (hereafter "County") and one or more bargaining unit employee(s) represented by the Deputy Sheriff's Association (hereafter "Grievant") regarding the interpretation of application of the Memorandum of Understanding (MOU), the Supplemental MOU, the Department Manual, the County Personnel Rules and Regulations, and provisions of State and Federal law. 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.

**B. STEP I**

1. A grievant may present the grievance orally either directly or through his Association representative to the grievant's immediate supervisor within fourteen (14) calendar 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 fourteen (14) calendar days after receiving the oral grievance, the immediate supervisor shall give the grievant a reply.
2. If the grievant is not satisfied with the reply of his immediate supervisor, the grievant may appeal the grievance in accordance with subsection C below (STEP II).

**C. STEP II**

1. If the grievant 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 seven (7) calendar days following the receipt of the immediate supervisor's written reply.
2. The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the reasons for 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 grievant.
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 grievant 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 grievant within fourteen (14) calendar days following receipt of the written appeal to STEP II.
4. If the grievant is not satisfied with the decision he/she may appeal the grievance in accordance with subsection D below (STEP III).

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**D. STEP III**

1. If the grievant desires to appeal the grievance to STEP III, the grievant shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Personnel Officer within seven (7) calendar 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.
2. If grievance is based on an error in compensation and the grievant has a reasonable basis to believe that pursuing a grievance through STEP II would be futile, the grievant may file a written grievance directly with the Personnel Officer.
3. Within fourteen (14) calendar days after receipt of the grievance or appeal to STEP III, the Personnel Officer shall hold a meeting with the grievant, the appropriate Association representative and the Department Head or his/her designee 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 grievant or the appropriate Association representative within seven (7) calendar days following the meeting.
4. If the grievant is not satisfied with the decision of the Personnel Officer, grievant may appeal the grievance in accordance with subsection E below to STEP IV – Arbitration. If the grievant opts to continue a grievance on their own, then he/she will pay the costs of the arbitration, as outlined in Step IV. 7.

**E. STEP IV – Arbitration**

1. If the grievance has been properly processed through the previous steps of the procedure and not resolved, the grievant may appeal the grievance to arbitration. The grievant shall notify the Personnel Officer, in writing, within fourteen (14) calendar days following receipt by the grievant of the written answer at STEP III.
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 grievant to prepare a joint statement of 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.
3. It is agreed and understood by the parties that one arbitrator shall be appointed to sit as arbitrator on all grievances submitted pursuant to this

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procedure for the term of this grievance procedure. The method for selection of the arbitrator shall be as outline in section 4 below.

4. 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. If either party is dissatisfied with the initial list, the dissatisfied party may request one (1) additional list of new names.

5. Absent the parties reaching a stipulation as to an arbitrator, within seven (7) calendar 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 name from the list until only one (1) name remains, and that person shall be the arbitrator.

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 section 7 below, the arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. With the exception of disciplinary grievances, parties to the grievance shall not be represented by attorneys at the 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. In the event the award contains a monetary award, which exceeds One Thousand Dollars (\$1,000.00), the opinion shall be advisory only to the County Board of Supervisors. The Board of Supervisors may, within fourteen (14) calendar days 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 the Board does not elect to review the award within the fourteen (14) calendar days, the decision 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.

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6. The award shall be sent to the Personnel Officer and to the grievant.
7. 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.
8. Witnesses who are employees and are 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.
9. 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.
10. 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 Article X, Section E herein, will authorize the arbitrator to order either a default judgment against the County or a dismissal without prejudice against the Association. Time limits may be extended only by written mutual agreement of the parties.

**F. Immediate Arbitration**

1. Any party may waive the grievance procedure time limits specified in this grievance procedure and proceed to immediate arbitration in any case where the party alleges that a situation presents an imminent danger to the health and/or safety of any person, or which will immediately and seriously impede the effective operation of the Department in carrying out its law enforcement or custodial responsibilities. However, the method of proceeding to Immediate Arbitration must be done consistent with the following provisions.
2. The arbitration shall take place no earlier than five (5) calendar days and no later than ten (10) calendar days following the request by the grieving party for such "Immediate Arbitration" unless otherwise mutually agreed. During the five (5) day period immediately following the request for Immediate Arbitration, the responding party shall have the opportunity to attempt to resolve the dispute.
3. Once the request for Immediate Arbitration is filed, the parties shall (even though dispute resolution discussions are going on during the five (5) day period) attempt to secure a hearing date and time with the previously appointed arbitrator. If the selected arbitrator is not available, he/she shall appoint an arbitrator to preside over the request for immediate arbitration. The parties are free to mutually agree upon an immediate arbitrator through any other process or agreement.



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4. In the case of Immediate Arbitration, the arbitrator selected to decide the dispute or grievance shall have the full and equitable power to frame a decision, including an order to the party initiating the dispute or grievance to abide by the time limits provided in the grievance procedure, or a restraining order against the other party threatening the action or any other form of arbitration order that would resolve the matter in an equitable and just manner.
5. Unless the parties mutually agree otherwise, closing argument shall be presented orally and there shall be a "bench" decision.
6. The parties shall attempt to have the arbitration proceedings completed as quickly as possible, including by meeting nights and weekends, if at all possible.

**G. Disciplinary Grievances**

1. Employee appeals of disciplinary actions shall be governed by applicable County Personnel Rules and Regulations and State law. During the term of this procedure, an employee challenging a 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 County Board of Supervisors must comply with the time requirements for filing such appeal as specified in the County Personnel Rules and Regulations. For employees who elect to appeal through this grievance procedure, the provisions of this grievance procedure, beginning at STEP IV, shall apply, but shall not include the provisions dealing with "Immediate Arbitration".
2. At the County's request, the employee shall confirm his election of remedies in writing to the County.

**H. General Provisions of Grievance Procedure**

1. The Association agrees that it will not initiate or pursue any other avenue 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.
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.



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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.

4. 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 XI. BODY ARMOR**

The County will replace employees' body armor upon the expiration of the manufacturer's warranty.

**ARTICLE XII. LIGHT DUTY**

In accordance with state and federal law, when 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 employee's 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 XIII. SICK LEAVE**

Employees shall be required to provide as much notice as possible when the need for sick leave is known to the employee. At a minimum, the employee is required to call in one (1) hour prior to the scheduled beginning of their shift when they are unable to work due to illness.

In accordance with County Personnel Rule 6.11.3, paragraph (h), 19, paragraph C (5), employees leaving County service shall forfeit all accumulated Sick Leave, except that employees retiring under CalPERS shall be paid for one half (50%) of such Sick Leave. An employee retiring under CalPERS may choose to receive payment either 1) in cash upon termination, or 2) as converted additional service credit. A retiring employee must notify the County Administrative Office (CAO) in writing of their irrevocable payment choice prior to separation. In the event that an employee fails to notify CAO of their irrevocable payment choice, an irrevocable cash payment will be issued. In no event shall an employee be eligible to receive both a 50% cash payment and a 50% service credit conversion.

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**ARTICLE XIV. PAYROLL**

A. Paydays: The County shall provide for distribution of employee paychecks pursuant to the new bi-weekly pay schedule. It is mutually understood that the County may decline to issue paychecks to employees who do not have accrued paid time off but are absent from work immediately prior to the last working day of the month; until the amount of the check can be recalculated.

B. 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 XV. SPECIAL ASSIGNMENTS**

The County shall post all available special assignments at least seven (7) calendar days prior to the effective date. During the seven (7) day posting period, individuals interested in receiving the assignment shall be given the opportunity to indicate their interest.

The following special assignments shall be made at the sole discretion of the Sheriff (or Chief Probation Officer as applicable) and an employee so assigned shall serve in those assignments at the pleasure of the Sheriff (or Chief Probation Officer as applicable) and for a duration as stated below to be determined by the Sheriff, Chief Probation Officer, or designee. All assignments will be approved in writing by the Sheriff or Chief Probation Officer, as applicable.

A. Bailiff: The Bailiff assignment shall be made on a six (6) month rotational basis, but individuals may request a three (3) year assignment as Bailiff with a fourth year upon mutual agreement at the discretion of the Sheriff. Individuals may request a continuing assignment to the Bailiff assignment if there is no departmental or operational need to the contrary, as determined by the department.

B. Canine Officer: Individuals assigned, in writing, by the Sheriff or the Chief Probation Officer, as applicable, as Canine Officers shall receive an additional three hundred (300) dollars per biweekly pay period as compensation to care for and attend trainings with the assigned animal. Time spent in monthly trainings shall be paid at straight time.

1. The Sheriff's Office or the Probation Department, as applicable, will pay the cost of dog food, grooming, supplies, services and veterinary expenses in accordance with the provisions of the sections below.

a. The Sheriff's Office or the Probation Department, as applicable, will monitor monthly expenditure rates to ensure costs are controlled and accounted for in the Sheriff's or the Probation Department's, as applicable, annual budget.

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b. The Sheriff's Office or the Probation Department, as applicable, will select the authorized vendors to be used (i.e. feed stores, veterinary clinics, etc.) and will arrange contracts with these vendors as needed. All veterinary treatment must be pre-approved by the Sheriff's Office or the Probation Department, as applicable, unless an emergency condition exists. The Sheriff's Office or the Probation Department, as applicable, further reserves the right to determine if the expenses to be incurred outweigh the value of the canine to the needs of the Sheriff's Office or the Probation Department, as applicable,.

c. If a canine that is owned by the Sheriff's Office or the Probation Department, as applicable, becomes permanently disabled, retired or is no longer able to perform its duties, as determined by the Sheriff's Office or the Probation Department, as applicable, within its sole discretion, the Canine Officer shall be offered the first opportunity to purchase the canine at a cost of one dollar (\$1.00). If so purchased, neither the Deputy nor the canine will be entitled to any benefits described in this section, unless the Deputy is assigned another Sheriff's Office or Probation Department-owned canine. If purchased, the canine shall become the sole responsibility of the purchaser and the purchaser waives all claims of liability against the County.

C. Field Training Officer: Field Training Officer, for the purposes of this provision, shall apply to the Deputy Sheriff classification only. Except in cases of emergency, only one (1) trainee shall be assigned to a Field Training Officer. Field Training Officer compensation shall be an additional one Dollar (\$1.25) per hour, not to exceed Fifteen Dollars (\$15.00) per shift.

D. Investigator: Individuals who are assigned to serve for at least one full pay period as an investigator shall receive Investigator pay. This pay shall apply to individuals assigned to work solely as investigators and to individuals temporarily reassigned to work exclusively as investigators. Examples of individuals temporarily reassigned as investigators would include individuals who were relieved of all regular duties and changed to a 40- hour workweek, etc. This pay shall not apply to individuals performing investigations during the normal course of their duties as Deputy Sheriff or Sheriff Sergeant. Individuals assigned as investigators shall receive an additional ten percent (10%) of base pay.

As with other Special Assignments, the duration is determined by the Sheriff or Chief Probation Officer, as applicable. The investigator assignment shall be considered a rotational assignment. Individuals assigned as investigators shall rotate automatically out of the investigator assignment at the end of three (3) years. However, the DSA and the County agree to allow the option of a fourth year extension of the assignment at the sole discretion of the Sheriff. This provision shall not affect the ability of the department to remove individuals from investigator assignments at any time.

E. Narcotic Assignment Pay (Probation Officers): Individuals in the full-time assignment of Deputy Probation Officer who are assigned, in writing, by the Department Head to serve on the Narcotics Task Force (UNET), and to be armed, shall receive compensation at the rate of Ten Dollars (\$10.00) per shift. The Narcotic assignment shall be considered to be a rotational assignment. Individuals assigned may be reassigned by the Department at the discretion of the

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Chief Probation Officer.

F. Court Security Officer: The Court Security Sergeant (CSS) will work an 8 hour day/5 days a week assignment from 8:00 a.m. to 4:00 p.m. with a paid lunch. Assigned hours shall be determined by the Sheriff. The CSS shall be considered a rotational assignment and shall automatically rotate out of the position at the end of three years with a fourth year assignment at the discretion of the Sheriff. Position is open to individuals holding the rank of Sergeant.

**ARTICLE XVI. SPECIAL LAW ENFORCEMENT (SHERIFF'S DEPARTMENT)**

Sign-up for posted "Special Law Enforcement" (outside work assignments) shall be by seniority for seventy-two (72) hours following posting. Thereafter, sign-up shall be on a first come, first served basis. Effective October 5, 2008, all hours worked in the performance of "Special Law Enforcement" by employees in the Deputy Sheriff and Sheriff's Sergeant classifications will be compensated at actual and current wages, either straight time or overtime, as applicable.

**ARTICLE XVII. MISCELLANEOUS**

A. Travel and Training. Compensation for travel time and County ordered training or any other job activity shall be carried out in accordance with the Personnel Policies and Procedure Handbook.

B. Maternity Leave. County Personnel Rules regarding maternity leave shall provide that pregnant employees shall have the option of retaining ten (10) days of paid leave prior to being granted a leave of absence without pay. This provision is optional. Except as modified herein, the Personnel Rules on maternity leave shall remain unchanged.

C. Probationary Period: Employees in the classification of Deputy Sheriff shall have a probationary period of twelve (12) months from the date on which they are sworn in as Deputy Sheriffs. A probationary period may be extended for a maximum of three months upon mutual agreement of the employee and the department head. Such agreement must be in writing and dated prior to the end of the regular probation period.

D. Personnel Policy Updates: The parties agree that the process for updating the County's Personnel Policies and Procedures shall be completed within thirty (30) calendar days of the adoption of this MOU by the Board of Supervisors.

**ARTICLE XVIII. NOT USED**

**ARTICLE XIX. BEREAVEMENT LEAVE**

Individuals attending to a death in the immediate family shall be allowed five days of bereavement leave.

**ARTICLE XX. TEMPORARY EXTRA HELP DEPUTY SHERIFFS**

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The Sheriff may utilize temporary extra help deputy sheriffs (TEHDS) to perform the following non-patrol duties:

- Ability to assign a second person (TEHD) in a car at Sheriff's discretion
- Ability to assign a TEHD as a solo beat officer in emergency situations which may include, but are not limited to floods, fire, missing child, high number of sick calls etc.
- Ability to have the TEHD act as a solo officer if necessary for a special event/need (e.g. parades, fairs, carnivals, etc.)
- Ability to assign TEHD's to special projects at the Sheriff's discretion which may include, but are not limited to performing a school safety review, crime analysis, permits and licenses (concealed weapons permits, ABC permits, explosive permits, entertainment permits, e.g.), and other activities such as having two TEHDs drive to Sacramento to pick up a second car and return to the County.
- Ability to assign TEHD's as Bailiffs only when reasonable efforts to fill that position with full time deputy sheriffs have been exhausted.

The County will compensate TEHDS at the hourly rate of the bottom step of the position for which the extra-help is performing duties. For example, TEHDS utilized to perform Sheriff Deputy's duties, as allowed by this Article, will receive Step A Sheriff Deputy compensation.

**ARTICLE XXI. 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. Activities conducted on the employees' own time which do not affect the normal work of County departments are not prohibited. 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 XXII. 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 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. Matters within the scope of representation which are not addressed herein shall remain unchanged.

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 terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made

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and executed in writing by all parties hereto, and if required, approved and implemented by County Board of Supervisors and San Benito County Deputy Sheriff's 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 XXIII. 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 XXIV. TERM**

This Memorandum of Understanding represents the entire Agreement between the County and Association on subjects contained herein and shall become in full force and effect on October 1, 202~~1~~<sup>9</sup> through September 30, 202~~3~~<sup>4</sup>.

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**IN WITNESS WHEREOF,**

**The parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.**

<b>San Benito County</b> <del>Jaime De La Cruz</del> <u>Bea Gonzales</u> Chair, County Board of Supervisors	<b>Deputy Sheriff's Association</b> <u>Jim Bickert</u> Chief Negotiator
<u>Edgar Nolasco</u> Deputy County Administrative Officer	<u>Bryan Penny</u> San Benito County DSA
<u>Michael McDougall</u> Chief Negotiator	<del>Richard Uribe</del> <u>Sabrina Tobia</u> San Benito County DSA
<u>Barbara Thompson</u> County Counsel	<del>Ashlyn Canez</del> <u>Kevin Burley</u> San Benito County DSA
<u>Elvia Barocio</u> Human Resources Analyst II	<u>John Oliveira</u> San Benito County DSA
	<del>Matt Presser</del> <u>Kaleb Simpson</u> San Benito County DSA

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**APPENDIX "A"**

Salary Ranges in Effect October 1, 2020

[EB2]

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
District Attorney Investigator II	39.9415	41.9187	44.0003	46.1731	48.4635	50.8713	53.4149
District Attorney Investigator I	32.9397	34.5711	36.2806	38.0622	39.9415	41.9187	44.0146
Deputy Probation Officer	27.9543	29.3444	30.8062	32.3398	33.9448	35.6413	37.4234
Deputy Probation Officer (Entry)	23.0835	25.3767	26.6298	27.9543	29.3444	30.805	32.3453
Deputy Probation Officer (Super)	32.3463	33.9448	35.6413	37.4229	39.276	41.2272	43.2886
Deputy Probation Officer (Senior)	29.3521	30.8117	32.3464	33.9568	35.6421	37.4234	39.2946
Sheriff's Deputy	32.1375	33.7294	35.3934	37.1354	38.969	40.901	42.9461
Sheriff Sergeant	38.969	40.901	42.9237	45.051	47.2823	49.6318	52.1134