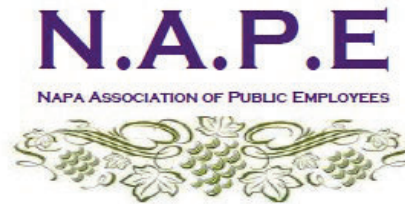


# NAPA COUNTY



A Tradition of Stewardship  
A Commitment to Service



## MEMORANDUM OF UNDERSTANDING

### NAPA ASSOCIATION OF PUBLIC EMPLOYEES (NAPE)

**PUBLIC SERVICES EMPLOYEE  
SUPERVISORY UNIT**

**JULY 1, 2024 - JUNE 30, 2027**

**SEIU LOCAL 1021**

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# NAPA COUNTY PUBLIC SERVICES EMPLOYEE SUPERVISORY UNIT

## PREAMBLE

IT IS HEREBY AGREED by and between Napa County, hereinafter referred to as “County” and the Napa Association of Public Employees, SEIU, Local 1021, hereinafter referred to as “Union,” acting pursuant to and in compliance with the terms and provisions of section 3500 et seq. of the California Government Code, that the following terms and conditions shall be applicable to the employees in the bargaining unit represented by Union.

## PART 1. ADMINISTRATION

### 1.0 RECOGNITION

- 1.1 County hereby formally recognizes the Union as the exclusive representative for County public service employees in the Public Services Employee Supervisory Unit (hereinafter “PSE Sup Unit”).
- 1.2 As used in this Memorandum of Understanding (MOU), "employee" refers to those persons in the unit in the employee classifications listed in Appendix B and identified as permanent, probationary and limited term employees. Whenever used, the term "employee" means either employee or employees, as appropriate.

### 2.0 IMPLEMENTATION AND COMPLIANCE

- 2.1 Upon ratification by Union, this MOU constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors (“Board” or “Board of Supervisors”). This MOU shall not be binding upon the parties either in whole or in part unless and until said Board:
  - (a) Approves said MOU; and
  - (b) Enacts necessary amendments to all County ordinances, resolutions and rules; and
  - (c) Appropriates the funds necessary to implement the provisions of this MOU.
- 2.2 If the Board fails to take the actions required to timely implement the provisions of this MOU, either party may request the resumption of negotiations.

### **3.0 TERM**

This MOU becomes effective when all the conditions of Article 2.0 (Implementation and Compliance) are met and shall remain in full force and effect from July 1, 2024, except where specified otherwise, to and including June 30, 2027, and from year to year thereafter provided, however, either party may serve written notice and initial proposals not later than eighteen (18) Mondays before the expiration date, of its desire to terminate or amend this MOU.

### **4.0 LABOR MANAGEMENT COMMITTEE**

4.1 The parties agree to create a joint labor-management committee (LMC) to encourage open communication, promote harmonious labor relations, and resolve matters of mutual concern. The LMC will be governed by the following principles:

- (a) It will meet at least once per month or more often by mutual agreement by the parties.
- (b) The agenda for each meeting will be submitted five (5) working days in advance of the meeting, unless otherwise mutually agreed by the parties.
- (c) County will release up to a total of six (6) employees, from both units combined, as officially designated union representatives, which will include representatives from each bargaining unit, for attendance at the meetings.
- (d) The parties agree to address issues which are presented by either party in an attempt to reach a mutually agreeable solution.

### **5.0 SUCCESSOR NEGOTIATIONS**

5.1 It is understood and agreed by the parties that if the provisions of this MOU are renegotiated jointly under the provisions of Article 3.0 (Term), there shall be up to a total of eight (8) representatives from the PSE Sup Unit and the PSE Unit.

5.2 The parties may agree that separate negotiations should take place for each bargaining unit and that a representative of the PSE Sup Unit may observe PSE negotiations and a representative of the PSE Unit may observe supervisory negotiations. Such observers shall attend negotiations on their own time.

### **6.0 REASONABLE ACCOMMODATION**

The parties recognize that County has a legal obligation to meet with individual employees who allege a need for reasonable accommodation in the work place because of a disability. Union will be advised of any proposed accommodations prior to

implementation by County if such accommodations impact directly on wage, hours, or working conditions of other unit members. Union may consult with County about the consequences of the accommodation and their impact on the wages, hours, and other terms and conditions of employment as set forth in the respective MOU.

## **7.0 ON THE JOB INJURY**

- 7.1 Whenever an employee is injured in the course of employment, they shall be compensated in accordance with the provisions of the Workers' Compensation Act. County shall apply a pro-rata share of accrued sick leave to equal the difference between the compensation to which the employee is entitled under the Workers' Compensation Act and their regular pay, not to exceed the amount of accrued sick leave. An employee may also elect to use any accrued vacation time and equivalent time off for overtime in like manner after their sick leave is exhausted. *See side letter #1 in Appendix C.*
- 7.2 Service credit, as provided in this MOU, toward longevity compensation, seniority, and merit/step increases shall not be affected by any pay period during which an employee received both County-paid leave and temporary disability benefits from Workers' Compensation.

## **8.0 PROBATIONARY PERIOD**

### **8.1 Probationary Period**

Employees shall be subject to a probationary period of twelve (12) months which shall begin on the first date of employment. Upon promotion, employees shall be subject to a probationary period of six (6) months, except as outlined below. Probation may be extended up to twelve (12) months as provided in Article 8.3 (Extension of Probationary Period).

### **8.2 Temporary, Extra Help or Provisional Service**

Upon written request of an employee's Department Head, Human Resources may approve counting up to a maximum of four (4) months of temporary, extra help, or provisional service prior to appointment as part of the probationary period. In order for such prior service to be counted, the temporary, extra help, or provisional service must satisfy all of the following conditions:

- (a) It must have been in the same class and department as that to which the new appointment is made;
- (b) It must have been full time;
- (c) It must have been separated by no more than four (4) calendar days from the date of the new appointment;

- (d) Notwithstanding satisfaction of all the foregoing conditions, Human Resources may, with good cause, disapprove counting such prior temporary, extra help, or provisional service as part of the probationary period.

### 8.3 Extension of Probationary Period

If the department has had insufficient time to evaluate the employee or if additional time on probation might allow the retention of the employee or for other exceptional reasons, the department head may request an extension of up to twelve (12) months. Written extension requests are to be submitted for review to Human Resources at least ten (10) working days prior to the end of the probationary period, shall be accompanied by the employee's six month performance report, and shall contain the reasons and justification for the extension, and the duration of extension. If the extension is approved, the department head shall notify the employee in writing. An employee attains permanent status unless otherwise notified prior to completion of the probationary period. When unusual circumstances occur during the last ten (10) days of the probationary period, the Director of Human Resources shall have the authority to extend the probationary period by thirty (30) calendar days.

## 9.0 DISCIPLINE

The term "working days" means Monday through Friday, with the exception of any paid holidays provided for in this MOU.

### 9.1 Letter of Reprimand

Management may issue a letter of reprimand. If an employee does not agree with the letter of reprimand, they have ten (10) working days from receipt of the letter of reprimand, not including the day of receipt, to invoke their right to apply for a post-disciplinary appeal hearing as described in Section 9.7. Failure to request an appeal hearing within ten (10) working days constitutes a waiver of the employee's right to appeal. The decision of the Appeal Officer in Section 9.7 shall be final, and there shall be no further right of appeal. Section 9.6, and 9.8 of this Article shall not apply to letters of reprimand.

### 9.2 Just Cause Disciplinary Action

Disciplinary actions that may be taken only on the basis of just cause shall include, but are not limited to, termination, unpaid suspension, reduction in pay in lieu of suspension, involuntary demotion, or a reduction in class or salary grade/step. Disciplinary action shall not include verbal/written counseling nor probationary releases.



### 9.3 Right to Representative

At their request, an employee may have a representative present at a meeting of an investigatory nature to the extent allowed by law.

### 9.4 Notice of Proposed Discipline

Before imposing discipline on the basis of just cause, the Department shall serve a written notice of the disciplinary action being proposed on the employee either personally, by e-mail, or by certified mail, and shall provide a courtesy copy to the employee's representative, if known. The Notice shall include the following:

- (a) A description of the proposed discipline and its anticipated effective date;
- (b) A statement of the facts related to the act(s) or omission(s) resulting in the disciplinary action;
- (c) A statement referencing any specific rules, regulations, policies, and/or laws that the employee violated;
- (d) A statement that any documents and/or other evidence that the discipline is based on are either attached to the notice, or that they will be made available for inspection or copies provided to the employee and their representative on request;
- (e) A statement describing any aggravating and/or mitigating circumstances associated with the employee's misconduct;
- (f) A description of the employee's relevant disciplinary, performance and/or behavioral history, if any; and
- (g) A statement that the employee has ten (10) working days from receipt of the Notice of Proposed Discipline, not including the day of receipt, to respond to the notice as set forth in Section 9.5. If the employee does not respond to the notice within this period, the proposed discipline shall take effect and any appeal rights shall be deemed waived.

### 9.5 Employee Response to Proposed Discipline

An Employee may submit a written response to the Notice of Proposed Discipline or request a meeting with the designated Skelly Officer. The employee may be represented at the Skelly meeting.

### 9.6 Skelly Officer's Decision

After reviewing any timely written response and/or after a Skelly meeting, the Skelly Officer may implement, amend, modify, or rescind any or all of the charges and/or discipline in the Notice of Proposed Discipline. Within ten (10)

working days of receipt of written documentation from the employee or within ten (10) working days from the date of the Skelly meeting, whichever is later, the Skelly Officer shall render a written final decision to the employee and send a copy to the Director of Human Resources and to the employee's representative, if known. If the Skelly Officer determines that discipline is warranted, a Notice of Discipline will be issued and discipline imposed.

If an employee does not agree with the imposed discipline, they have ten (10) working days from receipt of the Notice of Discipline, not including the day of the receipt, to invoke their rights to a post-disciplinary appeal hearing. Failure to request an appeal hearing within ten (10) working days constitutes a waiver of the employee's right to appeal.

#### 9.7 Post-Disciplinary Appeal

If an employee invokes their right to a post-disciplinary appeal, within (10) working days the Director of Human Resources or their designee ("Appeal Officer") will schedule an appeal hearing. Within thirty (30) working days from the date of the appeal hearing, the Appeal Officer shall provide a written decision of appeal, unless the Appeal Officer determines that additional time is necessary.

If the employee does not agree with the post-disciplinary appeal decision, within ten (10) working days from receipt of the decision, the Appeal Officer, the Union, or employee may request binding arbitration.

#### 9.8 Binding Arbitration

- (a) Within ten (10) working days from the date of the request for arbitration, the Director of Human Resources will request from SMCS a list of five arbitrators qualified to hear the matter in dispute. Within ten (10) working days after receipt of the list, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin with the winner exercising the option of striking first or second. Alternatively, if both parties agree, the matter can be referred to a mutually acceptable arbitrator.
- (b) Unless the time limits contained in Section 9.8 (a) are extended by mutual agreement confirmed in writing, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.
- (c) The fees and expenses of the arbitrator and any court reporter, and any SMCS fees, shall be shared equally by the parties. All other expenses, including, but not limited to, witness fees and similar costs incurred by the parties during such arbitration will be the responsibility of the party

incurring the cost; however, County shall not charge the Union for witness fees for any County employee called as a witness in an arbitration proceeding under this MOU. County employees shall not suffer any loss of compensation for time spent during their actual work hours as a witness at an arbitration hearing held pursuant to this MOU. County employees called as a witness by the Union during their non-work hours will not be paid by the County.

- (d) The decision of the arbitrator shall be final and binding on the parties and shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU unless agreed to by the parties.

## **10.0 GRIEVANCE PROCEDURE**

### **10.1 Purpose**

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against the Union, its representatives, the County, or any employee or employees who may be involved in a grievance.

### **10.2 Grievance Defined**

A “grievance” is a complaint by the Union, on behalf of itself or any one or number of its members, or by any bargaining unit member, over the interpretation, application, or compliance with established Personnel Rules and Policies, or this MOU, or an allegation by an employee or a group of employees that County has taken disciplinary action without just cause.

### **10.3 Employee Right to Representation**

An employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented at each grievance meeting, as described herein.

### **10.4 Form of Grievance**

Grievances shall be submitted on a form prescribed by Human Resources and the Union. Each written grievance shall include a statement of the specific grounds for the grievance, the date upon which the incident occurred, the section of this MOU or personnel policy(ies) alleged to have been violated, a statement of the proposed remedy, the date the grievance is filed and the signature of the grieving party.

10.5 Other Administrative or Court Procedures

A complaint is not grievable if it is a matter that is being or has been processed under some other administrative or court procedure, either internal or external or is expressly stated to be non-grievable in another section of this MOU or in County Policy.

10.6 Union as Grievant

Grievances may be prosecuted by the Union on behalf of itself or any one or number of its members.

10.7 Waivers and Time Limits

Failure to initiate a grievance within the time limit specified herein shall void the grievant's right to grieve the matter. Management's failure to reply to the grievance within the time limits specified automatically grants to the grievant the right to process the grievance to the next level. If the grievant fails to appeal to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled based on the last decision and the grievance shall not be subject to further appeal or reconsideration. Any level or review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing. The term "working days," as used in this MOU, means Monday through Friday, with the exception of paid holidays provided for in this MOU.

10.8 Processing of Grievances

The following procedure shall be followed when submitting a grievance:

(a) Step 1 - Informal Grievance to Supervisor

Within ten (10) working days from the occurrence of the matter on which the grievance is based, or within ten (10) working days from the time the grieving party reasonably would be expected to know of the occurrence, the grieving party shall present the grievance in writing to their immediate supervisor. The employee may be represented during this discussion. Within ten (10) working days, the supervisor shall discuss the grievance with the grieving party and give their decision in writing to the grieving party and the Association. The employee may be represented by the Union during this discussion. However, if the employee cannot present the grievance to their immediate supervisor, they may present it to the next superior above the immediate supervisor. For grievances involving disciplinary actions, the Union may file at Step 3.

(b) Step 2 - Written Grievance to Department Head

If the grievant is dissatisfied with the resolution at the previous step, the grievant may, within ten (10) working days of date of receipt, present the grievance in writing to the Department Head as required in Section 10.4. Within ten (10) working days after receipt of the grievance, the Department Head or their designee shall hold a hearing. The Department Head or their designee shall render a written final decision to the grieving party no later than ten (10) working days after the Step 2 hearing, with a copy to Human Resources.

(c) Step 3 - Grievance to Director of Human Resources

Within ten (10) working days from the receipt of the written decision of the Department Head or their designee, the grievant may submit the grievance for review by the Director of Human Resources. Unless additional time is determined to be needed by the Director of Human Resources, within thirty (30) working days from date of receipt of the grievance, the Director of Human Resources shall conduct a hearing. The Director of Human Resources shall render a written final decision to the grieving party no later than thirty (30) working days after the Step 3 hearing.

(d) Step 4 – Mediation / Binding Arbitration

For a grievance to be arbitrable, it must involve a disagreement over the interpretation, application, or compliance with the terms of the Memorandum of Understanding, Policy and/or a disciplinary action. Arbitration of a grievance shall be limited to the specific grounds set forth in the formal grievance as originally filed by the Union.

Within ten (10) working days from receipt of the decision of the Director of Human Resources, the grievant may request arbitration as follows:

(i) Mediation by Mutual Agreement

Prior to an arbitration hearing, the parties, by mutual agreement, may request the assistance of a mediator from the State Mediation and Conciliation Service (SMCS) in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of County and Union. In the event the grievance is not resolved, neither settlement proposals nor concessions offered or agreed to during mediation shall be admissible at a subsequent hearing. If mediation proves unsatisfactory due to any reason for either party, the Director of

Human Resources shall proceed with the arbitration process based on the original request and as described below.

(ii) Binding Arbitration

Within ten (10) working days from date of the Union's request for arbitration or the exhaustion of mediation, the Director of Human Resources will request from SMCS a list of five arbitrators qualified to hear the matter in dispute. Within ten (10) working days after receipt of the list, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin with the winner exercising the option of striking first or second.

(iii) Unless the time limits contained in Section 10.8(d)(ii) are extended by mutual agreement confirmed in writing, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.

(iv) The fees and expenses of the arbitrator and any court reporter, and any SMCS fees, shall be shared equally by the parties. All other expenses, including, but not limited to, witness fees and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring the cost; however, County shall not charge for witness fees for any County employee called as a witness in an arbitration proceeding under this MOU. County employees shall not suffer any loss of compensation for time spent during their actual work hours as a witness at an arbitration hearing held pursuant to this MOU. County employees called as a witness by the Union during their non-work hours will not be paid by the County.

(v) The decision of the arbitrator shall be final and binding on the parties and shall not add to, subtract from, or otherwise modify, the terms and conditions of this MOU unless agreed to by the parties.

## 10.9 Agreement with Outside Representative

If an outside representative (non-union) is involved in a grievance, County shall notify Union as soon as possible when it becomes aware of the outside representation. Any settlement with outside representatives shall not add to, subtract from or otherwise modify the terms and conditions of this MOU unless agreed to by Union.

## **11.0 PERSONNEL FILES & PERFORMANCE EVALUATIONS**

### **11.1 Inspection of Personnel Files**

An employee, or their Union representative, with the written consent of the employee, may inspect or receive a copy of that employee's personnel file, with the exception of all material obtained from other employers and agencies at the time the employee was hired and the exception of all materials described under Labor Code Sec. 1198.5 (h).

### **11.2 Statements of Adverse Nature in Personnel Files**

An employee shall be entitled to read any statement of an adverse nature to be placed in their personnel file. Adverse nature includes, but is not limited to, documents evidencing discipline, as defined in Article 9.1 (Just Cause; Discipline). Whenever possible, the employee shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign. An employee or Union representative shall be entitled to a copy of any document to be placed in the employee's file from the employee's respective department, or from Human Resources. An employee may provide written comments to any item contained in their personnel file, which will, at the employee's option, be placed in their file.

### **11.3 Letters of Reprimand**

A letter of reprimand or other notice of disciplinary action shall remain in an employee's open file for two (2) years. If there are other similar incidents within the two (2) year period, then another two (2) year period begins from the date of the most recent incident. However, if there are no other similar incidents during the two (2) year period, the letter of reprimand or other notice of disciplinary action shall, upon the employee's request, be sealed and remain in the employee's file. County shall be able to rely on the letter of reprimand for progressive discipline purposes for a total of five (5) years from the original date of each such letter.

### **11.4 Performance Evaluation Appeals**

- (a) An employee may appeal a performance evaluation to the Director of Human Resources only if all of the following conditions apply:
  - (i) The evaluation triggers a merit increase;

- (ii) The overall rating is unsatisfactory or below standards; and
  - (iii) The employee is not on probation.
- (b) The following shall constitute the appeals process:
- (i) An employee may appeal to Human Resources only after exhausting the internal review process as outlined on the performance evaluation form.
  - (ii) Upon completion of the internal review process, an employee has ten (10) working days to appeal to Human Resources.
  - (iii) Human Resources will make a final determination. There will be a presumption of validity of the performance evaluation unless the employee establishes there is no reasonable basis for the rating.
  - (iv) Performance standards or measures are a matter of management right and cannot be appealed; however the application of those standards to employee performance is subject to appeal.
  - (v) Evaluation appeals are not subject to the grievance procedure.

#### 11.5 Merit/Step Increases and Timeliness of Performance Evaluations

Employees due a step or merit increase whose evaluations are late will receive the increase automatically.

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## **PART 2. AGENCY SECURITY**

### **12.0 UNION MEMBERSHIP**

County will not interfere with the right of its employees to become members of Union. Neither County nor any of its agents will discriminate against, interfere with, restrain, or coerce any employee in the unit because of Union membership.

### **13.0 ANTI-HARASSMENT AND NON-DISCRIMINATION**

13.1 The provisions of this MOU shall be applied equally to all employees in the PSE Sup Unit including persons in legally recognized protected classes as determined by State and Federal law.

13.2 The County agrees not to discriminate against any employee for their activity on behalf of, or membership in the Union. Both parties shall comply with all applicable federal and state laws prohibiting harassment and discrimination and shall not harass or discriminate against any employee because of their membership in a protected category. Protected Category means race (inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), ethnic group identification, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law.

### **14.0 STEWARDS/UNION OFFICERS**

14.1 Union may have up to five (5) stewards from the PSE Sup Unit. Union shall not appoint any employees serving an initial probationary period. Stewards shall not be from the same department. However, during the term of this agreement stewards may be from the same department provided that those stewards were in service as of May 30, 2007. However, in no case will the number of assigned stewards exceed five (5) at any time during the duration of this contract.

14.2 Each January, Union shall provide the Director of Human Resources with a list of employees who have been designated as stewards. Only those employees whose names appear on the current list shall be allowed to act as stewards.

14.3 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances, as provided in Article 10.8 (Processing of

Grievances), without loss of pay. When leaving their work location or assignment to act as stewards, they must first obtain permission from their immediate supervisor and inform the supervisor of the nature of their business. When entering a workplace, the steward shall inform the proper supervisor of the general nature of the steward's business. Permission for the steward and any affected employees to leave will be granted promptly unless absence would cause an undue interruption of work. Time shall be made available no later than the end of the following workday.

14.4 Each contract year, a pool of three hundred twenty (320) hours with pay shall be provided by County for steward/officer training. Any unused training hours expire at the end of the calendar year. The hours in the pool will be used at the discretion of the union for steward/officer training. Time off for steward/officer training will be requested in writing at least two (2) weeks prior to scheduled training. Such time off requests for steward/officer training will be approved unless the time off would cause severe operational problems.

14.5 Reimbursable Long Term Paid Release Time

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall reasonably grant an employee, upon written request of SEIU, a leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. The County may grant leave on a full-time, part-time, periodic, or intermittent basis under the following procedures:

- (a) The Union officer or steward shall submit a written request to Human Resources at least 15 business days in advance of the requested leave. The request shall include dates/duration, classification, and bargaining unit.
- (b) No more than one (1) unit member shall be on leave at the same time. To be eligible for long-term release time, an employee must have a minimum overall satisfactory evaluation rating for the most recent evaluation period and cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions and accommodations for an employee on long-term paid release time.
- (c) SEIU shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits.
- (d) Reimbursement by SEIU shall occur within 30 days of County billing to SEIU.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and

location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

Pursuant to Government Code Section 3558.8 and this Agreement, the County shall not be liable for any act, omission, or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the County is held liable for any such act, omission or injury, including but not limited to Workers Compensation benefits, SEIU shall indemnify and hold harmless the County.

## **15.0 RELEASE TIME**

- 15.1 Release time means release from work with pay for the purpose of investigating and processing grievances and for participating in the meet and confer process. Notice must be given and permission from the employee's supervisor must be obtained prior to taking release time. Release time shall be granted to employees promptly unless absence would cause an undue interruption of work.
- 15.2 Union shall have the right to send its designated representative or a reasonable number of employees to meet at reasonable times during normal working hours for formally meeting and conferring with representatives of County on matters within the scope of representation, in conformance with the Government Code. Approval for more than a total of five (5) employees or representatives must be obtained in advance from the Director of Human Resources.
- 15.3 PSE Unit shall be allowed no more than six (6) employee representatives, and the PSE Sup Unit no more than two (2) employee representatives, when joint bargaining occurs during the meet and confer process.
- 15.4 County employees who are NAPE Board members have an important role in the meet and confer process and should have a reasonable opportunity to participate in discussions over matters subject to meet and confer. County will attempt to accommodate the need for employees who are NAPE representatives to participate in the meet and confer process; however, such participation must be balanced with County's priority for providing programs and services. Notice must be given and permission from the employee's supervisor must be obtained prior to the employee attending such meetings.

## **16.0 WORK ACCESS**

- 16.1 Union authorized representatives desiring access to a work location hereunder shall state the purpose of the visit and request authorization from the Department Head or their designee prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Time shall be made available not later than the end of the following

workday. Authorized Union representatives may be given access to a work location during working hours for the purpose of conducting union business. Union agrees its representatives will not interfere with operations of a department or any facility thereof.

- 16.2 Union shall give to the Director of Human Resources a list of all of its authorized representatives, which list shall be kept current by Union. Access to work locations will only be granted to representatives on the current list.
- 16.3 A Union representative will be invited to the enrollment sessions of employee orientation for the purposes of providing new employees information regarding Union, presenting Union membership provisions of the MOU, and assisting new employees in completing Union forms.

## **17.0 BULLETIN BOARDS**

### **17.1 Subjects Allowed**

County shall furnish reasonable bulletin board space to Union at all work locations. The boards may be used for the following subjects:

- (a) Union recreational, social and related Union news bulletin;
- (b) Scheduled Union meetings;
- (c) Information concerning Union elections or results thereof;
- (d) Reports of official business of Union, including newsletters and reports of committees; and
- (e) Any other written material must first be approved and initialed by the Director of Human Resources or a designee.

### **17.2 Who Can Post and Remove**

Material shall be posted and removed by Union stewards or other Union representatives.

### **17.3 Electronic Bulletin Board**

County shall create a “shared folder” for use by Union for subjects identified in Article 17.1 (Subjects Allowed). Any other material posted shall first be approved by the Director of Human Resources. Union shall designate and identify for County, three Union members who shall have exclusive ability to post items to the shared folder. The use of a shared folder shall be discontinued if it is determined by County that the folder has been used in a manner other than

described, or if use and/or access of the folder by employees is deemed to be disruptive to the workplace.

## **18.0 ON SITE MEETINGS**

Union may use County facilities for onsite meetings when space is available, as long as the meeting will not interfere with County business and upon request and approval of the appropriate Department Head or designee.

## **19.0 MAINTENANCE OF MEMBERSHIP**

### **19.1 Joining Union**

The County and Union will administer Union dues as follows:

- (a) Upon the written authorization of an employee and approval by the authorized Union representative, County shall deduct from the accrued wages of each employee, after all other required deductions have been made, the following:
  - (i) For union members: the sum certified as Union dues, fees, assessments and insurance premiums.
- (b) County shall deliver the sum to Union, together with a monthly list of all employees for whom deductions have been made, with a separate itemization of all deductions. Such deductions shall be made on a biweekly basis but no more than twice in a calendar month. Union agrees to contribute towards the cost of processing dues deductions each pay period. This provision becomes effective on the date County implements processing costs for other agencies/entities.

19.2 Union shall promptly refund to County any amounts paid to Union in error under this Article. Union expressly agrees to indemnify and hold County, its officers, agents, and employees harmless from any and all claims, demands, costs, attorney's fees, expenses, damages or other monetary losses arising out of, or in any way connected with, the contents or administration of this Article. This hold harmless and indemnity agreement shall include, but not be limited to, legal actions of any sort or nature against County based upon or related to this Article including, but not limited to, actions by employees or former employees.

19.3 Union shall accord fair representation in all matters to all employees in the unit without regard to whether the particular employee is a dues paying member of Union. The duty of fair representation shall include all matters related to the scope of representation as provided by applicable law.

19.4 All employees who are members of Union shall pay dues to Union for the

duration of this MOU, except as otherwise provided by law.

19.5 The amount to be deducted for union dues, fees, and assessments shall not be changed by Union more frequently than once each fiscal year. Furthermore, Union must give one (1) full pay period prior notice before the effective date of any change.

19.6 Delivery of the aggregate amount of union dues, fees, assessments, and insurance premiums deducted from the salaries of employees covered hereunder shall customarily be made by the County on the same day as employees are paid.

19.7 COPE Deduction

County will maintain a payroll deduction program for voluntary employee contributions to Union's Committee on Political Education (COPE) subject to the following conditions:

- (a) Employee has authorized such a withholding on a form provided by Union and approved by County;
- (b) Payroll deductions shall commence on the second pay period following receipt of the signed authorization by County;
- (c) Employees may sign up, change the amount of their contribution or discontinue their contributions at any time.

If applicable law conflicts with this section, that law shall govern.

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### **PART 3. SALARIES AND OTHER COMPENSATION**

#### **20.0 SALARIES**

- 20.1 (a) Year 1: Effective the first full pay period following ratification and adoption of this agreement by the Union Membership and the Napa County Board of Supervisors, employees shall receive a base wage increase of 4.0%.
- (b) Year 2: Effective the first full pay period of fiscal year 2025-2026, employees shall receive a base wage increase of 3.5%.
- (c) Year 3: Effective the first full pay period of fiscal year 2026-2027, employees shall receive a base wage increase of 3.5%.
- 20.2 Union may request, or County may initiate, an equity study of a classification series (series). A Union request shall be accompanied by data supporting the reasons for the study (i.e., recruitment and retention problems, or compensation below the current market). Upon receiving such a request, County shall conduct an equity study.

If the equity study shows that the benchmark classification is more than 4% below the median salary of the comparable agencies, all classifications in that series shall receive an equity adjustment equal to an amount that brings the benchmark classification up to the median salary of comparable agencies. When an equity study shows the benchmark classification to be more than 4% below the median salary of comparable agencies, the Director of Human Resources shall recommend compensation changes to the Board of Supervisors.

Except for the Correctional Series (which includes Correctional Officers I/II, Correctional Corporal, Correctional Sergeant, Classification Specialist and Classification Supervisor), the comparable agencies shall include the counties of Marin, Santa Cruz, Contra Costa, Solano, Sonoma and the City of Napa. For the Correctional Series only, the comparable agencies shall be the counties of Santa Clara, Santa Cruz, Solano, and Sonoma.

After consultation with Union, County will establish benchmark classifications and identified classification series no later than October 31, 2017. County and Union agree that every classification in the bargaining unit will be tied to, or will be, an established benchmark.

#### **20.3 Comparability Survey for Successor MOU Negotiations**

Full equity study, developed in collaboration between County and Union, will be completed by January 1st of the last year of the MOU. The purpose of this study is only to inform successor MOU negotiations.



20.4 Employees shall be able to participate in County's 401(a) Retirement Saving Plan. Effective the first full pay period after January 1, 2025, and each calendar year after. Employees will be eligible for up to an eight-hundred-dollar match for that calendar year, dollar for dollar for contributions to their County 457 Deferred Compensation Plan. IRS rules require matches to be approved every year by the Board of Supervisors.

Effective the first full pay period of 2026, employees will be eligible for up to a nine-hundred-dollar match for that calendar year, dollar for dollar for contributions to their County 457 Deferred Compensation Plan. IRS rules require matches to be approved every year by the Board of Supervisors.

Effective the first full pay period of 2027, employees will be eligible for up to a one-thousand-dollar match for that calendar year, dollar for dollar for contributions to their County 457 Deferred Compensation Plan. IRS rules require matches to be approved every year by the Board of Supervisors.

## **21.0 SALARY ON DEMOTION**

21.1 If an employee is the subject of a demotion (i.e., the employee moves to a position with a lower salary range maximum), either voluntarily or involuntarily, their salary shall be reduced to the salary step in the demoted position that is closest to, but not above, the salary step in their current position (i.e., before demotion). The employee shall retain the same salary anniversary date.

21.2 If an employee accepts a demotion to a vacant lower class in a different series in the same department in lieu of layoff and the employee does not have prior seniority status in the lower class and the employee's current salary exceeds the salary range maximum of the lower class, the salary shall be adjusted to the salary range maximum in the lower class. If the employee's current salary falls within the salary range of the lower class but not on an established grade/step in the new range, the employee's salary shall not change and may be adjusted to the nearest higher salary grade/step in the new range at their next salary anniversary date. The employee shall retain the same salary anniversary date.

## **22.0 SALARY ON PROMOTION**

An employee appointed to a class with a higher salary range than the class which they formerly occupied shall receive the nearest higher biweekly salary. The new salary adjustment shall be at least one full grade/step in the new salary range, but shall not exceed the salary range maximum as of the date the promotion becomes effective. Upon promotion, the employee shall receive a new salary anniversary date.



### **23.0 SALARY ON TRANSFER**

An employee transferred from one position to another or from one department to another shall be compensated at the same grade/step of the salary range as they previously received if such transfer is to the same class or to another class with the same salary range. Upon transfer, the employee shall retain the same salary anniversary date.

### **24.0 CHANGES IN SALARY ALLOCATION**

The salary of an employee who has permanent status in a class reallocated to a new salary range shall be determined as follows:

- (a) If the class is reallocated to a higher salary range, the employee shall be compensated at the same grade/step in the salary range as they were receiving in the range to which the class was previously allocated on the effective date of such action.
- (b) If the position is reallocated to a lower salary range, the employee shall continue to receive the same compensation they received in their former class on the effective date of such action.
- (c) In both cases, the employee shall retain the same salary anniversary date.

### **25.0 SALARY ON POSITION RECLASSIFICATION**

25.1 The salary of an employee whose position is reclassified shall be determined as follows:

- (a) If the position is reclassified to a class having the same salary range, the salary of the employee shall not change and neither shall their anniversary date.
- (b) If the position is reclassified to a class which has a higher salary range, the salary of the employee so affected shall be the nearest higher monthly salary not less than one full grade/step in the new range. The effective date of the reclassification shall be the new salary anniversary date of said employee for further merit grade/step increases within the salary range.
- (c) If the position is reclassified to a class having a lower salary range, the salary of the employee shall not change and neither shall their anniversary date.

25.2 Neither Union nor any employee may grieve or demand arbitration of a disagreement regarding the allocation of a salary or salary range of any class pertaining to an employee or employees in the personnel transactions described in

Articles 22.0 (Salary on Promotion), 23.0 (Salary on Transfer), 24.0 (Changes in Salary Allocation), or 25.0 (Salary on Position Reclassification).

- 25.3 Following ratification of the 2022-2024 MOU a committee comprised of up to three Union/employee representatives and up to three management representatives will be convened to review and consider revisions to the Napa County Policy 37J – Classification Studies/Appeal Procedures. The committee will also review County practices for flexibly staffed positions. This provision shall expire at the end of the term of this MOU (June 30, 2024) if the parties have agreed upon revisions.

## **26.0 SALARY ANNIVERSARY DATE**

- 26.1 “Salary Anniversary Date” shall mean the effective date of appointment, promotion, demotion, or reclassification, if such is the first working day of a biweekly pay period. If the appointment is effective on a date other than the first working day of a biweekly pay period, the salary anniversary date shall be the first day of the biweekly pay period following such appointment.
- 26.2 The effective date of any change in connection with Articles 22.0 (Salary on Promotion), 23.0 (Salary on Transfer), 24.0 (Changes in Salary Allocation), and 25.0 (Salary on Position Reclassification) shall be the first day of the biweekly pay period in which the change occurs.

## **27.0 OVERTIME**

### **27.1 General Provisions**

- (a) An employee who works overtime shall be compensated at a rate of not less than one and one-half times the regular hourly rate (as defined below) in cash or compensatory time off. Employees may elect to be compensated in cash or compensatory time off for any overtime worked and must make the election on the time card for the pay period in which it was worked.
- (b) Unless otherwise provided below, overtime is defined as any time actually worked in excess of eight (8) hours in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's Fair Labor Standards Act (FLSA) work period. For employees on an alternate work schedule (including four (4)- ten (10) and nine (9)- eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's FLSA work period. For employees working twelve (12) hour shifts, overtime shall be defined as any time actually worked in excess of twelve (12) hours in a regularly scheduled shift in a twenty-four (24) hour period or eighty (80) hours in a fourteen (14) calendar day period.

- (c) Except during shift rotation, the twenty four (24) hour period used to determine overtime eligibility begins with the employee's work shift.
- (d) An employee who works more than the normal number of workdays during a normal workweek based on their assigned work schedule shall receive overtime compensation provided that the employee was not absent from work for more than one normal work day in that workweek due to vacation, compensatory time, holiday, sick leave, any other paid leave, or a combination thereof.

For definitions for FLSA see Articles 61.3 (FLSA Work Period), 61.4 (Work Schedules), and 61.5 (Work Shift).

27.2 Regular hourly rate defined

The regular hourly rate for cash payment is the employee's standard hourly rate plus any premium pay identified in this MOU, and as set forth in the (FLSA).

27.3 Compensatory Time Off Maximums

A maximum of two hundred forty (240) hours may be accumulated as compensatory time off.

27.4 Compensatory time off earned may be used on a revolving basis and may be carried over from calendar year to calendar year. Every effort shall be made by the employee and the department to use compensatory time off earned within the calendar year it is accumulated.

27.5 If, during the term of this MOU, the Legislature or a Court of competent jurisdiction exempts any or all of the employees subject to this MOU from FLSA, all such employees shall be compensated for overtime pursuant to this Article and all provisions of this MOU.

**28.0 CALL BACK**

28.1 Call Back Pay

Employees who work two (2) hours or less when called back to work shall be compensated three (3) hours at straight time. This three-hour straight time compensation shall be coded as call back time and is called "call back pay." Employees may elect to be compensated in cash or compensatory time off for call back pay. Employees who work more than two hours when called back to work shall be compensated at time and one-half (1 1/2) for hours actually worked, including portal to portal, in accordance with the overtime provisions of Article 27.0 (Overtime).

## 28.2 Conditions for Receiving Call Back Pay

An employee shall be compensated for call-back upon meeting conditions (a) and (b), or (a) and (c):

- (a) The call-back work period is more than two (2) hours before or after the employee's normal work shift.
- (b) Employee has departed from their work location.
- (c) The employee is required to make a job-related court appearance scheduled during off-duty hours. Such time beyond the employee's normal work shift would be considered time worked for overtime computation purposes.

## 28.3 Limitations on Call Back Pay

- (a) When an employee is called back to work a second time within four (4) hours of a previous call back, the employee will receive call back pay only for the first time he or she is called back.
- (b) Employees called back for intra-departmental staff meetings and training sessions shall be compensated on an hour-for-hour basis, unless they qualify for overtime under Article 27.0 (Overtime).
- (c) When an employee is notified that the employee will be required to work additional hours beyond the ending time of the employee's normal daily work shift and such notice is given at least twenty-four (24) hours in advance of the time worked, this Article shall not apply.

## 29.0 STANDBY DUTY

29.1 Standby duty is when an employee is required to:

- (a) Respond immediately to calls for their service within a reasonable time;
- (b) Be able to respond at all hours by telephone; and
- (c) Refrain from activities which might impair their ability to effectively perform duties in response to calls.

29.2 "Standby duty" status shall be assigned by the employee's department head or designee.

- 29.3 When an employee on standby duty from the Health and Human Services department receives a call from their department and transacts business over the telephone, time spent on the call shall be deemed hours worked for determining overtime eligibility, but the employee shall not receive call back pay unless the employee is actually called back in.
- 29.4 When standby duty is assigned, the employee shall be compensated at the rate of four dollars and fifty cents (\$4.50) per hour for all standby compensation, except for weekends and holidays when the rate shall be five dollars (\$5.00) per hour.
- 29.5 Standby assignments shall be assigned equitably among employees in each work unit.
- 29.6 Employees assigned to standby shall be provided either a pocket pager or a cell phone.
- 29.7 Once an employee is called back to work, they shall receive call back pay and shall not receive standby pay until they return to standby status. Except as provided in Article 29.3 above, an employee shall not be paid both call back pay and standby pay for the same hours worked.

**30.0 SPLIT SHIFT**

A split shift shall mean an assigned work shift of eight (8) hours or more accomplished in a period of not less than twelve (12) consecutive hours but less than twenty-four (24) consecutive hours. Employees working a split shift shall receive seventy-five cents (\$0.75) an hour over and above their standard rate for each hour worked during the split shift.

This section shall not apply if a temporary split shift is requested by the employee and approved by management.

**31.0 NIGHT SHIFT**

Employees who work between 6:00 p.m. and 6:00 a.m. or on any shift defined as “graveyard” shall be paid at the rate of three dollars (\$3.00) per hour over and above their standard hourly rate. This rate shall apply to overtime hours worked during this time period or shift. An employee will not receive the \$3.00 per hour incentive pay if they request and the County approves a temporary shift, which includes hours between 6:00 p.m. and 6:00 a.m. Under no circumstances shall the night shift differential be waived if the employee’s supervisor makes the request for or assigns an employee to work between 6:00 p.m. and 6:00 a.m.

### **32.0 BILINGUAL PAY**

Employees qualifying for payment under County's bilingual pay plan shall receive the following pay per biweekly pay period or pro-rata amount for part-time employees in the same ratio as the part-time status relates to full-time. Employees on extended State or Federal leaves of absence are not eligible to receive this pay while on a leave.

- (a) Level I - \$100 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language.

- (b) Level II - \$180 biweekly

Ability and job-related need to converse in the second language and to read English and translate orally into the second language, read the second language and translate orally into English, and to write in the second language.

- (c) Refer to County Policy Manual Section 37F (Bilingual Pay Differential Policy) for administrative instructions and eligible languages.

### **33.0 TRAINING OFFICER PAY**

A Correctional Officer II who has been formally trained and received a certificate of completion as a field or facility training officer shall receive pay for the hours actually assigned by departmental management and worked performing field and/or facility training activities. An employee working in a training officer capacity shall receive a training officer differential of five percent (5%) more than their standard hourly rate.

### **34.0 CPA PREMIUM PAY**

Employees in the Accountant-Auditor series with a current California Certified Public Accountant certificate shall receive five percent (5%) more than their standard hourly rate.

### **35.0 PBES – ENVIRONMENTAL HEALTH DIVISION HAZARDOUS MATERIALS & OSHA CERTIFICATION PAY**

Employees in the Environmental Health Specialist Series assigned to the Pollution Prevention Team or any supervisor of the Environmental Health Division of the Planning, Building and Environmental Services Department that: (1) are trained to the Hazardous Materials Specialist level per 29 CFR 1910.120(q)(6)(iv), (2) possess a Hazardous Materials Technician certification, per 29 CFR 1910.210(q)(6)(iii), and (3) possess a current 40-hour OSHA HAZWOPER certification, shall receive \$150 per month. Costs of training and certification under this section shall be paid by County.

**36.0 DETENTION SERVICES PREMIUM**

Effective the pay period which includes January 1, 2018, employees in the Correctional Officer Series (Correctional Officer I/II, Correctional Corporal, Correctional Sergeant, Classification Specialist and Classification Supervisor) shall receive a 5% detention services premium.

**37.0 LONGEVITY PAY**

Full-time permanent employees with continuous years of County service (including employees reinstated under Article 50.0(Reinstatement of Benefits)) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

- (a) Upon completion of five (5) years, a \$250 one-time lump sum payment.
- (b) Upon completion of ten (10) years, a \$500 one-time lump sum payment.
- (c) Upon completion of fifteen (15) years, a \$1,000 one-time lump sum payment.
- (d) Upon completion of twenty (20) years, a \$1,500 one-time lump sum payment.
- (e) Upon completion of twenty-five (25) years, a \$2,000 one-time lump sum payment.
- (f) Upon completion of thirty (30) years, a \$3,000 one-time lump sum payment.

Part-time permanent employees will receive these longevity payments on a pro-rated basis. As soon as administratively feasible following ratification of this MOU, employees shall be entitled to a single one-time lump sum payment based upon their continuous years of County service at the furthest milestone (i.e., (a), (b), (c), (d), (e), or (f) above) achieved. Any employee with at least five (5) and less than ten (10) years of County employment will receive the \$250 payment and any employee with thirty (30) years or more of service will receive the \$3,000 payment as part of implementation of the 2022-2024 MOU.

**38.0 OUT OF CLASS ASSIGNMENT**

38.1 Employees should not be regularly assigned duties of a higher classification. If however, an employee in a lower classification assumes a majority of the duties of a higher job classification, then the provisions of this section should be followed.

- 38.2 (a) Except in the case of an unexpected absence, an out-of-class assignment shall normally be made in writing in advance of the commencement of the assignment by the Department Head or designee, and shall include an explanation why the employee is qualified for the assignment
- (b) Employees shall receive five percent (5%) above their standard hourly rate for all hours worked in an out-of-class assignment.
- (c) An employee assigned and receiving payment for an out-of-class assignment shall receive such payment when said employee is on vacation, sick leave, holiday, compensatory time off, or other leave with pay status; an employee must be assigned to an out-of-class assignment for a minimum of ten (10) consecutive workdays to receive the payment set forth in this subsection when the employee is on vacation or sick leave.
- (d) An employee who separates from service while in an out-of-class assignment shall receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

38.3 Exception for Underfilling

Employees who are underfilling in positions do not qualify for out-of-class pay when performing duties in the lower class.

38.4 Duration of Out-Of-Class Assignments

- (a) General Rule: As a general rule, County shall avoid working an employee in an out-of-class assignment unless the absence of an employee in a higher job classification cannot be covered by the absent employee's supervisor or manager, or such absence is detrimental to the business operations of the department.
- (b) More than 60 Days
- Any out-of-class assignment exceeding sixty (60) consecutive workdays in a fiscal year shall be subject to the following:
- (i) Written consent by the employee; a copy of such notice will be provided to Human Resources and Union;
- (ii) Placement of the written consent in the employee's personnel file at their request;
- (iii) The employee whose name appears on an eligibility list referred by Human Resources for appointment shall be given due consideration for promotions when such opportunities occur in the



same department as that in which the out-of-class assignment occurred;

- (iv) Any employee working out-of-class in accordance with this Article for six (6) months or more shall, at the time of any promotion, receive the nearest higher grade/step placement in the new range above the out-of-class payment.

### **39.0 MEAL ALLOWANCE**

Employees who purchase a meal while attending a work-related meeting or conference shall be reimbursed for the cost of said meal in accordance with the Napa County Travel Policy (County Policy Manual Part 1: Section 43).

### **40.0 UNIFORM ALLOWANCE, DAMAGED APPAREL, AND OTHER EXPENSES**

#### **40.1 Safety Glasses**

Whenever their use is required by County, County shall provide safety glasses at no cost to the employee.

#### **40.2 Damaged Apparel**

County will provide reasonable monetary reimbursement for any damaged clothing to employees in the Animal Control Supervisor and Correctional Sergeant, classifications and supervisory employees when assigned to work in the Crisis Clinic. The damage must have resulted in the course of employment with the County. The damage and cost of replacement shall be verified by the respective Department Head or their authorized representative.

#### **40.3 Uniform Allowance**

- (a) Employees in the following classifications shall receive the following amounts per year for uniform allowance:

- (i) Correctional Sergeant: \$900

- (b) Payment of Uniform Allowance

Employees covered in 40.3(a) (Uniform Allowance) shall receive such allowances payable one-half with the first full pay period in June, and one-half with the first full pay period in December. Employees who have been absent from work due to sick leave, workers' compensation or leave without pay, shall receive a pro rata share for each month in which the

employee was in a paid status and was not on sick leave for more than 75% of the work hours.

- (c) Non-Sworn Employees in the Technical Services and Civil Divisions of the Sheriff's Office.
  - (i) Non-sworn employees in the Technical Services and Civil Divisions of the Sheriff's Office are required to wear a uniform. The Sheriff's Office will purchase and provide an initial set of four (4) black polo shirts with the Sheriff's star and employee's name embroidered on the shirts.
  - (ii) The Sheriff's Office will replace the shirts as needed when they become worn, damaged or if the items can no longer be worn due to pregnancy or weight gain or loss.

#### 40.4 Cell Phone

- (a) Employees represented by SEIU 1021 – NAPE, shall be eligible to receive a Cell Phone reimbursement allowance in the amount of seventy dollars (\$70) per month subject to the provisions of this MOU. Based on identified departmental needs as defined by the Department Head and upon approval of the Department Head or designee, designated employees will receive a monthly Cell Phone allowance when said designated employees use their personal wireless Cell Phone for County business purposes.
- (b) The Department Head, Department Head designee, or employee may stop payment of the allowance at any time.
- (c) The decision to approve or discontinue a Cell Phone allowance is not arbitrable under any applicable MOU or policy.
- (d) Employees authorized for reimbursement shall not use their approved, personal Cell Phone device to perform work outside of normal business hours, unless said work outside of normal business hours is authorized by the employee's supervisor.
- (e) Nothing in this provision entitles an employee to overtime compensation by virtue of the fact they have and use a personal Cell Phone device for which they receive reimbursement for approved work-related duties unless overtime is approved by the employee's supervisor.
- (f) County Allowance: Privately owned Cell Phone devices used by employees for County business are subject to the following provisions:

- (i) Guidelines: The Cell Phone allowance is intended to cover the costs of personal Cell Phone expenses related to work duties. Initial purchase of the Cell Phone, accessory equipment, and activation fees shall be the responsibility of the employee. Replacement or repair of the Cell Phone is the responsibility of the employee. The employee shall pay any costs exceeding the amount of the Cell Phone allowance. No allowance will be paid when an employee is in an unpaid leave status.
- (ii) Responsibilities:
  - (A) The employee must provide the cellular telephone number to the Department and the Information Technology Services (ITS).
  - (B) The Department shall pay the reimbursement amount following the approval process provided by County.
- (iii) Taxability: The Cell Phone allowance will be paid through the County payroll system and subject to all legally required income taxes.

#### **41.0 MILEAGE REIMBURSEMENT**

Employees who are required to use their personal vehicles in the performance of their job duties shall be reimbursed for mileage at the then current rate established by the Board of Supervisors. An employee who uses their personal vehicle to conduct County business must first (a) complete and file the proper forms stating the intention to use their personal vehicle; and (b) have the prior knowledge and consent of their immediate supervisor to be reimbursed.

Employees traveling from work will be reimbursed the mileage to their destination per Part I: Section 43: Napa County Travel Policy. For the purposes of mileage reimbursement, "Headquarters" shall be defined as the employee's assigned primary work location.

#### **42.0 LICENSE REIMBURSEMENT**

42.1 County shall pay for the cost of any professional or other license that is required for continued employment in the employee's classification. For all Attorney classifications, County shall pay the cost of the annual state bar dues. Employees shall be reimbursed only after presenting satisfactory evidence of payment to the Auditor's Office. Reimbursement for California State driver's licenses will only be made for those positions requiring a commercial driver's license (a Class "A" or "B" driver's license).

42.2 County may provide reimbursement where a license is preferred but not required, and where County derives some benefit from possession of such license. Reimbursement in such instances shall be solely at the discretion of the Department head, and shall not be subject to the grievance procedure. Disputes regarding the administration of this provision may be considered by the Labor Management Committee.

42.3 Reimbursement of Continuing Education Units

The cost for training programs which provide Continuing Education Units (CEU) may be reimbursed with the approval of the Department head.

### **43.0 CORRECTIONAL OFFICER DISABILITY LEAVE**

Employees in the Correctional Officers Series (which includes Correctional Officers I/II, Correctional Corporal, Correctional Sergeant, Classification Specialist and Classification Supervisor) absent from work due to a work-related injury shall be eligible to receive 350 hours of paid leave time per injury to use in coordination with Temporary Disability Benefits (Workers' Compensation payments).

A "work-related" injury is defined as an injury sustained in the course and scope of an employee's duties in a position within the Correctional Officer Series, which has been accepted by County as covered by Workers' Compensation.

Employees within the Correctional Officers Series who return to work full-time following a work-related injury or suffer no lost work time shall use sick leave or other authorized leave for medical appointments, physical therapy, or other necessary medical treatments.

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## **PART 4. RETIREMENT**

### **44.0 RETIREMENT**

- 44.1 Effective December 18, 2004, County will provide a “2.5% at 55” retirement benefit formula pursuant to the terms of Appendix A, incorporated herein by reference.
- 44.2 Effective October 29, 2011, County will provide a “2% at 60” retirement benefit formula, for employees hired on or after this date, pursuant to the terms of Appendix A, incorporated herein by reference. The cost sharing formula set forth in appendix A which is presently in effect for County employees receiving the “2.5% at 55” formula, will also be applied to the employees subject to the “2% at 60” formula.
- 44.3 County provides new members (no prior service with a CalPERS or reciprocal agency within 6 months of employment with the County) a “2% at 62” retirement benefit as required by the Public Employees’ Pension Reform Act of 2013 (PEPRA) and CalPERS, who makes the final determination for each employee’s retirement formula. New employees who were employed by another CalPERS or reciprocal agency within 6 months of employment with the County (classic members) will be eligible for the “2% at 60 formula.” The amended cost sharing formula set forth in appendix A will apply to County employees receiving the “2.5% at 55” formula, the “2% at 60” formula and the “2% at 62” formula.
- 44.4 County agrees to report the PERS Employer Paid Member Contribution as salary for retirement plan benefit purposes (hereinafter “reporting benefit”) to the extent permitted by law, so long as this is at no cost to County. All tax liability created as a result of implementing this Article, including, but not limited to, tax liability for the additional PERS contribution for this reporting benefit, shall be the sole responsibility and liability of employees.
- 44.5 County will continue its contract with the Public Employees’ Retirement System subject to all provisions of law. Parties agree that County has the right to make changes to the retirement benefits as may be mandated under any applicable laws. County agrees to maintain the following provisions as part of its contract with PERS:

- (a) Extra-help buy back pursuant to Government Code Section 20305: employees who have worked as extra-help, are subsequently hired as permanent employees, have passed the probationary period, and are in active PERS membership, may voluntarily “buy back” hours worked as extra-help to the extent authorized by law and by CalPERS.
- (b) The Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.
- (c) The 1959 Survivor Benefit from Level 3 to Level 4 pursuant to Government Code Section 21574.
- (d) Credit for unused sick leave pursuant to Government Code Section 20965. An employee may elect to do one of the following:
  - (i) Apply all accumulated sick leave upon retirement towards this provision; or
  - (ii) Apply a portion of accumulated sick leave upon retirement towards this provision and use the remaining balance in accordance with Article 46.9(a) (Retirement Health Benefits--Sick Leave Conversion); or
  - (iii) Apply accumulated sick leave in excess of one-thousand two-hundred forty-eight (1,248) hours at retirement towards this provision.

44.6 For purposes of calculating retirement benefits, employees hired before September 1, 1992, shall use the highest one year compensation provision and the 1959 Survivors Benefit. Employees hired after September 1, 1992, shall use the three (3) year highest compensation provision and the 1959 Survivors Benefit.

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## PART 5. INSURANCE AND HEALTH CARE

### 45.0 HEALTH, DENTAL AND LIFE INSURANCE

#### 45.1 CalPERS PEMHCA

- (a) Pursuant to the California Public Employees Medical & Hospital Care Act (“PEMHCA”), the County shall enter into the CalPERS PEMHCA health plan system (“CalPERS PEMHCA”), effective September of 2002, with the following CalPERS PEMHCA initial enrollment contribution rates:.

(i) Current Employees - \$16;

(ii) Retirees - \$10.

County shall make enrollment contributions as legally mandated under PEMHCA.

- (b) Establishment of Cafeteria Plan

County shall establish a Cafeteria Plan (“Plan”) to provide for additional health premium contributions and other optional benefits. As part of this Plan, County shall implement a voluntary employee-paid Vision plan with no County contribution.

- (c) Health Care Reimbursement Accounts/Dependent Care Benefits

County’s existing Section 125 Plan (Health Care Reimbursement Accounts and Dependent Care Benefits) shall become part of the Plan. Any fees or administrative costs associated with these benefits shall continue to be borne solely by the participating employee.

#### 45.2 Contributions to the Plan

The employee’s contributions and County’s contributions to the Plan shall be as follows:

- (a) County contribution to the Plan shall be a fixed percentage of the premium rates for the most commonly enrolled plan of active employees at the time the next plan year’s rates are published, unless County is required to contribute more in order to comply with affordability requirements under State or Federal law. The percentage of the Plan contribution by County toward health plan premiums shall remain the same, should premium rates change. The amount of County’s contribution shall be:

- (i) Subscriber Only – 97% of the most commonly enrolled plan premium;
  - (ii) Subscriber Plus One – 87% of the most commonly enrolled plan premium;
  - (iii) Subscriber Plus Two or more – 87% of the most commonly enrolled plan premium.
- (b) For those employees enrolled in a CalPERS PEMHCA health plan: County’s contribution described in Article 45.2(a) includes the enrollment contribution amount legally mandated under PEMHCA as described in Article 45.1(a).

#### 45.3 Employee Deductions

All deductions paid by employees for the premium-only part of County’s Plan shall be made on a bi-weekly basis but no more than twice in a calendar month. Furthermore, all County contributions for employees participating in the Health Care Reimbursement Accounts or Dependent Care Benefits part of the Plan shall be made on a bi-weekly basis no more than twice in a calendar month.

#### 45.4 Cash-In Lieu of Health Benefits

Employees who sign County’s Attestation of other group medical coverage and who elect not to participate as an employee in any CalPERS PEMHCA health plan, may elect under the Cafeteria Plan to receive \$150 per month (or a prorated amount for part time employees) in lieu of participation in a health plan. County shall pay any health premium administrative fee required for employees who “opt out” of health coverage under this provision. Subject to CalPERS regulations, employees may make this election at any time.

#### 45.5 County-wide Benefits Committee

- (a) The parties agree to maintain the County-wide Benefits Committee, comprised of County representatives and representatives from each bargaining unit, for the purpose of meeting and discussing health insurance benefits, analyzing costs and developing a program to control costs.
- (b) The committee shall convene annually within one month after CalPERS publishes its new PEMHCA health plan premium rates and at other times upon written request of any participant.
- (c) It is understood that County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance



claims administrators after consideration of the recommendations of the Benefits Committee and prior meeting and consultation with Union.

#### 45.6 Dental Coverage

County shall provide dental benefit plans and the cost of such coverage shall be paid by County as follows:

- (a) County shall provide a California Delta Dental plan (Delta) to include one hundred percent (100%) coverage for diagnostic/preventive benefits, eighty/twenty percent (80/20%) co-insurance for basic dental benefits, fifty/fifty percent (50/50%) co-insurance for major benefits and orthodontics for the employee and their eligible dependents. The annual maximum dental benefit shall be three thousand one hundred dollars (\$3,100) per participant. The maximum lifetime orthodontic benefit is four thousand dollars (\$4,000) per participant.
- (b) County shall provide a DMO option in addition to the dental plan specified in 45.6(a) to include a co-payment of \$0-\$25 for diagnostic/preventive benefits, a co-payment of \$0-\$35 co-payment for basic dental benefits, a co-payment of \$0-\$40 for major benefits and a co-payment of \$0-\$95 for prosthodontics. Co-payments for orthodontic benefits are determined by the provider. There are no deductibles or annual maximums with this plan.
- (c) When terminating from County service, an employee must be in a paid status in the month of separation in order to have County contribution for dental insurance for that month.

#### 45.7 Life Insurance

County shall provide twenty thousand dollars (\$20,000) of term life insurance for each employee with an option for an employee to purchase up to two hundred thousand dollars (\$200,000) in additional supplemental life insurance at the prevailing rate.

#### 45.8 Paid Status Requirements for Coverage

##### (a) Paid Status Requirement

Except where a leave of absence without pay for medical reasons is authorized by County, an employee must be in a paid status at least forty (40) hours each bi-weekly pay period to be entitled to County contribution towards health, dental and life insurance plans. The employee who is in a paid status less than forty (40) hours each bi-weekly pay period may elect to personally pay County's share of such contribution towards said plans.

(b) Part-Time Employees

Part-time employees working forty (40) hours or more bi-weekly shall be eligible to participate in the health insurance programs on a pro rata basis. Prorations shall be based upon the employee's regular weekly work hours. Election to participate shall be made during the employee's initial enrollment period with County. Any employee hired on or before July 5, 1996, who is working forty (40) hours or more bi-weekly, shall be eligible to receive the same County health insurance contributions as a full-time employee.

(c) Employee on Leave Without Pay for Medical Reasons

An employee who is on an authorized leave without pay for medical reasons must be in a paid status at least six (6) hours each bi-weekly pay period in which medical and other similar benefits are deducted to be entitled to County contribution for that month pay period. An employee on leave pursuant to the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) is otherwise entitled to County contributions for the pay period in which they have an FMLA/CFRA leave.

(d) An employee is in a payroll status if they are using accrued sick leave, vacation, or compensatory time off in conjunction with SDI benefits.

45.9 Retirement Health Benefits

(a) Sick Leave Conversion

(i) County shall pay one (1) month single-party health (at the most commonly enrolled active employee plan rate) or dental coverage upon retirement for each eight (8) hours of accumulated sick leave in excess of one hundred twenty (120) hours, up to a maximum of one thousand two hundred forty-eight (1,248) hours. Employees exceeding the one hundred twenty (120) hour threshold may apply all sick leave hours up to the maximum towards this benefit.

(ii) An employee shall make a one (1) time only choice of receiving either health or dental coverage to commence upon retirement under this provision; sick leave conversion may not be banked to obtain such coverage at a time later than upon retirement from County.

(iii) For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, County shall contribute an amount equal to the most commonly enrolled active employee premium for

Subscriber only which shall be deemed to include County contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period. As used herein, retirement means that an employee has both been separated from active permanent service with County and filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

(b) Long-Term Service Conversion

In lieu of any other health coverage provisions set forth in this Article 45.9, a retiring employee may elect the following: An employee who retires with twenty (20) years or more of continuous, full-time County service (County service is also considered continuous if an employee is reinstated pursuant to Section 50.1) shall be eligible for County-paid single party health coverage (at the most commonly enrolled active employee plan rate) until Medicare Supplemental Qualifying Age. For qualifying retirees electing to participate in a CalPERS PEMHCA health plan, County shall contribute an amount equal to the most commonly enrolled active employee premium for Subscriber only which shall be deemed to include County's contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period.

After twenty or more years of County employment, a retiring employee may purchase dental benefits from the County by using either accrued sick leave or the retiring employee may directly purchase the dental benefit by paying the monthly premium under the County's dental plan. To qualify under this provision a retired employee must have both separated from active permanent service with County and filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g., currently one hundred and twenty (120) days).

(c) Coverage Paid by Retiree

An employee who retires from County service shall be eligible for health coverage in the CalPERS PEMHCA health plan in which they were enrolled upon retirement at their own expense, less the amount County is legally mandated to contribute under PEMHCA. Such coverage shall be available to currently retired employees and future retirees upon the exhaustion of health coverage benefits provided under Article 45.9(a) and 45.9(b) therein, and to employees who retire but who do not have sufficient sick leave to qualify for health coverage benefits under Article

45.9(a). To qualify under this provision a retired employee must have both separated from active permanent service with County and filed documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

(d) Medicare Eligibility

Current employees hired prior to April 1986, who have enrolled in the Medicare program shall contribute the employee's share of the Medicare contribution; and County shall contribute the employer's share of the contribution. This benefit is contingent on County's legal ability to participate in the Medicare program under existing state and federal law.

45.10 Employee Assistance Program

County Agrees to provide an Employee Assistance Program (EAP) which includes up to five (5) sessions for each qualifying incident per employee and eligible family member in each calendar year (benefit year). An incident is defined as a separate and different occurrence, problem or event. Some examples of different incidents (or problems) include but are not limited to the following: marital, family, alcohol abuse, substance abuse, grief, stress, depression, anger management, smoking cessation, panic attacks, anxiety, obsessive compulsive, adolescent, gambling.

45.11 Domestic Partner Benefits

Employees who are registered domestic partners, as defined by state law, shall have the same benefits as married employees.

45.12 Employee Wellness Program

Employees shall be eligible to enroll in a gym or online fitness program and reduce their monthly membership dues through a reimbursement process. The County agrees to reimburse participating employees 60% of up to \$300 every six months. Refer to County Policy for administrative instructions and eligibility language.

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## PART 6. PAID AND UNPAID LEAVES OF ABSENCE

### 46.0 VACATION

46.1 Every permanent, full-time employee shall accrue vacation leave up to the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. Department Heads or their designees shall give employees a reasonable opportunity to use such vacation within the year so as not to exceed the maximum accrual.

<b>VACATION LEAVE ACCRUALS</b>		
<b>Years of Continuous County Service</b>	<b>Hours of Vacation Accrued per Pay Period</b>	<b>Maximum Accrual for Years of Continuous Service</b>
Date of Hire through Year 3	3.8 hours	416 maximum hours
Years 4 through 9	4.8 hours	416 maximum hours
Years 10 through 14	6.2 hours	416 maximum hours
Years 15 through 19	7.2 hours	416 maximum hours
Years 20 through 29	8.0 hours	416 maximum hours
Years 30 or more	9.0 hours	416 maximum hours

- (a) An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
- (b) Each employee may, with approval of the Department Head or designee, take vacation privileges as earned.
- (c) An employee shall have their vacation accrual date adjusted in accordance with the schedule set forth in Article 59.5 (Leave of Absence Anniversary Date) when they are on leave without pay.
- (d) Earned vacation may be accumulated up to a maximum of fifty-two (52) days (four hundred sixteen (416) hours). The Department shall advise each employee when they have accumulated approximately fifty-one (51) days (four hundred eight (408) hours) and the fact that accumulations in excess of fifty-two (52) days (four hundred sixteen (416) hours) and vacation shall stop accruing, except when a department oversight occurred resulting in the employee not receiving prior notice of their maximum accumulation. In such event, the employee shall have thirty (30) calendar days from the date of notification to reduce their vacation balance to the permitted maximum. The Department Head shall give the employee a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual.

- (e) An employee separating from service shall be entitled to payment for accrued and unused vacation at their base pay.
- (f) No person shall be permitted to work for compensation for County in any capacity during the time of their paid vacation from County service.

46.2 Every for-cause employee may be allowed to cash-out up to 40 hours of accrued vacation time or supervisory leave once each calendar year provided they meet *all of* the following requirements:

- (a) The employee makes an irrevocable election prior to the calendar year (by December 31, 11:59 p.m.) stating the amount of vacation, up to forty hours (40, they want to cash-out the following year;
- (b) The employee uses *at least* 80 hours of vacation leave during the calendar year when they are cashing out vacation leave; and
- (c) The employee will have at least a total of 80 hours of accrued leave time remaining in their vacation, holiday, and compensatory time off leave banks after they cash out.

If the employee does not meet all of the criteria stated in this section, they will not be eligible for the cash-out, even if the employee made the election to cash-out their vacation in the prior calendar year.

## **47.0 HOLIDAYS**

### 47.1 (a) Holidays Observed

The holidays listed below are observed by County. In departments that remain open on a holiday, affected employees may be assigned to work during the holiday.

- (i) January 1 (New Year's Day)
- (ii) The third Monday in January (Martin Luther King Jr.'s Birthday)
- (iii) The third Monday in February (Washington's Birthday)
- (iv) March 31 (Cesar Chavez's Birthday)
- (v) The last Monday in May (Memorial Day)
- (vi) June 19 (Juneteenth)
- (vii) July 4 (Independence Day)

- (viii) The first Monday in September (Labor Day)
- (ix) The second Monday in October (Indigenous People's Day)
- (x) November 11 (Veterans' Day)
- (xi) The fourth Thursday in November (Thanksgiving Day)
- (xii) The day following Thanksgiving Day
- (xiii) December 24 (Winter Holiday)
- (xiv) December 25 (Winter Holiday)
- (xv) Every day appointed by the President of the United States or the Governor of the State of California for a public holiday, thanksgiving, or fast when by its terms:

(A) Such day will not occur on an annual basis and is observed by employees of the State of California pursuant to a collective bargaining agreement between the State of California and SEIU, Local 1000 or its successor organization or when;

(B) Such day will recur on an annual basis and has been mutually agreed upon by County and Union, and formally approved by the Board of Supervisors.

(b) Holidays Falling on a Saturday or Sunday

Except as to subdivision 47.1(a)(xv)(A), if any of the above holidays falls on a Sunday, the holiday will be observed the following Monday, and if any falls on a Saturday, it will be observed the preceding Friday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.

- 47.2 Part-time employees and employees assigned to shift work shall receive the same number of holidays as regular, full-time employees.
- 47.3 Part-time employees shall receive holiday benefits on a pro-rata basis, proportional to full-time employment.
- 47.4 To be eligible for holiday compensation, an employee must work, or be in an approved paid status the workday before the holiday.



47.5 Employees who are assigned to work on a County-paid holiday shall be compensated at time and a half for all hours actually worked on the holiday. There shall be no compounding of overtime payments on holidays. Holiday premium pay shall be payable in either holiday banked time off or cash at the employee's option. In addition to receiving time and one-half, the employee shall earn eight (8) hours of holiday credit calculated at straight time, which may be taken in cash or banked as holiday time off.

A maximum of two hundred forty (240) hours may be accumulated as holiday banked time off.

47.6 Employees shall receive holiday pay on the day that they work, regardless of whether they are working on the actual holiday or the day the County observes the holiday. Employees who do not work on the day a holiday is observed by the County, but work on the actual holiday shall receive holiday premium pay and hours of holiday credit provided in Article 47.5.

For employees in the Library Department, if an actual holiday falls on a Saturday, the Library is closed; employees who work their normally scheduled shift on the County observed holiday when the Library is open shall receive holiday premium pay and hours of holiday credit.

Employees shall not receive holiday pay and hours of holiday credit for both the day the actual holiday occurs and the day County observes the holiday. If an employee works on both the actual and observed holiday, the employee shall receive holiday pay and earn hours of holiday credit only on the actual holiday.

47.7 An employee scheduled to work on a paid holiday, but who, for medical reasons, is unable to do so shall receive holiday credit at straight time.

#### **48.0 PERSONAL LEAVE AND PAID LEAVE**

##### **48.1 Personal Leave**

Employees in a paid status the first pay period of the calendar year shall receive nineteen (19) hours of personal leave each calendar year which may be used for personal reasons. Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the calendar year.

##### **48.2 Paid Leave**

(a) County will provide each eligible supervisory employee forty (40) hours paid leave annually which is not cumulative and does not have cash value. To be eligible, the supervisory employee shall have been employed by



County in a supervisory capacity as of the beginning of the new calendar year as defined for the paid leave effective the first biweekly pay period in January and will have until the end of that calendar year to use said leave.

- (b) An employee appointed to a supervisory position after January 1, and who is otherwise eligible under this Article shall have their paid leave accumulation adjusted on a pro-rata basis effective at the beginning of the first full biweekly pay period served in the supervisory position. Such entitlement shall be rounded to the nearest one-half (1/2) hour.
- (c) A supervisory employee shall be given reasonable opportunity to utilize such leave at the Department Head or designee's discretion.

#### **49.0 SICK LEAVE**

49.1 Sick leave with pay, up to the amount of the employee's accrued sick leave, shall be granted to an employee unable to perform the duties of their job because of illness, injury, pregnancy, medical appointment, or other closely related preventative health care or other causes as provided in Articles 49.4 (Sick Leave for the Care of an Ill Family Member), 56.0 (Pregnancy Disability Leave), and 52.0 (Critical Illness Leave). Sick leave shall only be allowed by an employee's supervisor when any of the conditions described above have been met.

49.2 Employees shall accrue 3.8 hours of sick leave for each biweekly pay period with unlimited accumulation of sick leave hours.

49.3 Doctor's note if the following criteria are met:

- (a) The employee requesting sick leave has already used half their annual sick leave accrual on a calendar year basis (49.4 hours of paid sick leave); and
- (b) In the opinion of management, with authorization from Human Resources, the employee is abusing and/or has abused sick leave privileges.

Then the Department Head or their designee may require an employee to provide a physician's certificate as proof of illness, indicating the length of time the employee was, or can expect to be off work.

49.4 Sick Leave for the Care of an Ill Family Member

Pursuant to the California Labor Code, an employee may use their accrued and available sick leave benefits, up to a maximum of forty-nine hours and twenty-four minutes (49.4 hours) per calendar year, for the reasons specified in and for the care of those family members specified in California Labor Code Section 245.5.

49.5 Conversion of Vacation to Sick Leave

If an employee on vacation becomes ill, they may request a conversion of their vacation time to sick leave with pay if the illness is three (3) or more working days in duration and is supported by a statement from an accredited physician, or if the employee is hospitalized for any period due to accident or illness.

- 49.6 Employees who have 500 to 1000 hours of sick leave accumulated each year as of the beginning of the calendar year shall receive four (4) hours of personal leave to be used for any purpose. Employees who have 1000 to 1500 or more hours of sick leave accumulated each year as of the beginning of the calendar year shall receive eight (8) hours of personal leave to be used for any purpose at the beginning of the calendar year. Employees who have 1500 or more hours of sick leave accumulated each year as of the beginning of the calendar year shall receive sixteen (16) hours of personal leave to be used for any purpose at the beginning of the calendar year. Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

## **50.0 REINSTATEMENT OF BENEFITS**

A permanent employee who voluntarily separates from County employment while in good standing but who is rehired to any position within the same department or to any position in the same classification series in any department on or after January 1, 2001 within twelve (12) months of such separation, shall return with the same vacation accrual rate and unused sick leave that the employee had upon separation. If the rehired employee had elected to use their accrued unused sick leave for either service credit or for payment of health or dental insurance premiums upon the employee's previous retirement, the employee shall not have their prior sick leave balance restored. The vacation accrual rate will begin to accrue no later than sixty (60) days after the effective date of this provision. If an employee does not meet the above conditions, the employee shall not be entitled to restoration of any sick leave balance remaining at the time of separation from County service.

In addition, employees rehired under this provision will have their total years of service with County counted as continuous county service for purposes of Long-Term Service Conversion of health upon retirement, as outlined in Section 45.9(b) and Longevity Pay in Article 37.0.

## **51.0 BEREAVEMENT LEAVE**

- 51.1 Employees shall be granted leave with pay of up to forty (40) hours in a calendar year due to the death of a member of their immediate family. Of these forty (40) hours, up to eight (8) hours may be used once per calendar year in one block of time or twice per calendar year in no less than four (4) hour blocks each time to attend a funeral for a person who does not meet the definition of "immediate family" in Section 51.2 below. Bereavement leave for immediate family may be taken intermittently through the calendar year and may be used for more than one

occurrence until the maximum amount for the calendar year has been exhausted. Such leave shall not be charged against accumulated sick leave or vacation.

51.2 For purposes of this Article, “immediate family” shall be limited to:

- (a) Natural, step, adoptive parents and grandparents of the employee;
- (b) A person acting in loco parentis for the employee or their spouse; or an employee or their spouse acting in loco parentis for another;
- (c) Natural, step, adopted children and grandchildren of the employee, including miscarriage and stillbirth;
- (d) Natural, step or adopted brothers and sisters and their children of the employee;
- (e) Present spouse of the employee;
- (f) Natural, step, or adoptive parent of the employee’s child;
- (g) Natural, step, adoptive parents and grandparents of the employee’s spouse;
- (h) Natural, step, or adopted grandchildren of the employee’s spouse;
- (i) Natural, step or adopted brothers and sisters of the employee’s spouse;
- (j) Present spouse of the employee’s natural, step or adopted brothers and sisters;
- (k) Son-in-law and daughter-in-law of the employee or their spouse;
- (l) Registered Domestic Partner.

**52.0 CRITICAL ILLNESS LEAVE**

52.1 Employees shall be granted leave with pay of up to forty (40) hours in a calendar year due to the critical illness of a member of their immediate family, where death appears imminent. Such leave shall be chargeable to sick leave.

52.2 For purposes of this Article, “immediate family” is defined above in Section 51.2.

**53.0 PROFESSIONAL EDUCATION/TRAINING**

County shall allow eight (8) hours paid leave each calendar year to professional employees for work-related education or training. The total amount of paid leave in each calendar year may be increased at the discretion of the department head. Employees on such leave will not be reimbursed for mileage, tuition fees, or other associated expenses.

Union has the right to consult with the Director of Human Resources regarding which classifications are considered professional.

**54.0 MILITARY LEAVES OF ABSENCE**

Every employee shall be entitled to a paid leave of absence and other related benefits for military duty, as set forth in applicable Federal and State law and in resolutions and/or ordinances of the Board of Supervisors. Paid leaves of absence under this Article shall not be chargeable to accrued vacation credits.

**55.0 VOLUNTARY LEAVE BANK**

County shall adopt a Voluntary Leave Bank Policy during the term of this MOU. County and Union will meet to discuss the Policy with the goal of adoption by January 1, 2018.

**56.0 PREGNANCY DISABILITY LEAVE**

56.1 County shall comply with California State Law related to Pregnancy Disability Leave (PDL), and grant eligible employees a leave of absence or other reasonable accommodation if they become disabled as a result of pregnancy, and such disability prevents them from performing the duties of their position. Such employee may, but is not required to, use any accrued sick leave, vacation or compensatory time off, before electing leave of absence without pay.

Prior to beginning pregnancy leave, the employee shall complete a leave of absence request form and meet with Human Resources. Employees are not permitted to alternate the use of paid leave (vacation, sick leave or other compensatory time off) with leave without pay. PDL shall not exceed the amount allowed under State or Federal law (currently 17 1/3 weeks, or 693 hours for a full-time employee, and calculated on a pro-rata basis for employees working part-time).

56.2 The use of Article 56.1 does not preclude an employee from utilizing benefits under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

56.3 Any employee who grieves Article 56.2 shall only be allowed to pursue such grievance up to and including the Director of Human Resources.

**57.0 LEAVE OF ABSENCE FOR JUDICIAL PURPOSES**

57.1 An employee shall be entitled to leaves of absence to appear as a non-party witness in court, in a court which has jurisdiction to compel their presence for reasons not related to misconduct of such employee.

- 57.2 Every employee shall be entitled to a leave of absence when regularly called for jury duty in the manner provided by law.
- 57.3 Such leaves of absence shall be granted with pay, up to the amount of the difference between the regular earnings of said employee, and any amount they received for jury or witness fees, except that the employee may retain the travel expenses received from court when serving on a jury outside Napa County.
- 57.4 In the event an employee who is assigned to work the graveyard shift is called to jury duty the morning after completing a shift, the supervisor will flex the employee's schedule by changing the employees work hours to provide sufficient rest prior to the start of jury duty without a loss in pay provided the employee has given the supervisor fourteen (14) calendar days' notice in advance of the date they are scheduled to appear for jury duty.

**58.0 VOTING TIME**

An employee who is registered to vote in primary and general elections shall be granted adequate time not exceeding two (2) hours, to vote at the start or the end of the work schedule, at a time when the polls are open and in accordance with California state law. This section is limited to those employees whose regular work schedule severely limits access to the polls, and is subject to approval by the Department Head or designee. Employees shall provide their supervisor with a written request for this leave no later than two workdays before the election.

**59.0 LEAVE OF ABSENCE WITHOUT PAY**

- 59.1 A leave without pay may be granted for any of the following reasons:
  - (a) Illness or disability;
  - (b) An educational program which will increase the employee's usefulness on their return to the position;
  - (c) Child care; or
  - (d) For personal reasons deemed acceptable to the approving authority.
- 59.2 Time Limitations on Leaves of Absence Without Pay
  - (a) All leave without pay will be calculated on a rolling year. A rolling year means the 12-month period measured backward from the date the leave begins.
  - (b) An employee may be granted a leave of absence without pay as follows:

- (i) Up to 120 Hours: upon written request approved by their Department Head and the Director of Human Resources or their designees;
- (ii) Between 120 Hours and One Year: upon approval of the Department Head, the Director of Human Resources, and the County Executive Officer (or their respective designees);
- (iii) Beyond One Year: upon approval by the Board of Supervisors. The procedure for granting extensions beyond one year shall be the same as that in granting the original leave. An extension request must be made at least fourteen (14) days before the expiration of the original leave.

(c) Unauthorized Leaves

Any employee who is absent without proper authorization for twenty-four (24) work hours or more may be automatically terminated from County employment.

59.3 An employee may return from a leave of absence without pay before expiration of the leave provided the employee notifies the Department Head at least two weeks prior to the return. The Director Human Resources and Auditor shall be notified promptly of the return. The Department Head shall give an employee temporarily filling the position at least two (2) weeks' notice prior to terminating their employment.

59.4 Leaves of Absence Without Pay - Accrual Rates

An employee taking leave without pay shall earn sick leave, vacation leave, holidays and bi-lingual pay during the week in which the leave of absence occurs pro-rated in accordance with the number of hours in a paid status.

Example: If an employee works 30 hours and is approved for 10 hours leave without pay in a 40-hour workweek, the accrual rate for the above items shall be 75%.

59.5 Leave of Absence Without Pay - Salary Anniversary Date

The granting of any authorized leave of absence without pay shall cause an employee's salary anniversary date to be adjusted by the number of pay periods equal to the nearest number of pay periods for which the leave is granted, according to the chart below:

<b>Number of Hours of Leave w/o Pay</b>	<b>Anniversary Date Extension</b>
0 – 56	No Change
57 – 120	One Pay Period
121 – 200	Two Pay Periods
201 – 280	Three Pay Periods
281 – 360	Four Pay Periods
361 – 440	Five Pay Periods
441 – 520	Six Pay Periods
521 – 600	Seven Pay Periods
601– 680	Eight Pay Periods
681 – 760	Nine Pay Periods
761 – 840	Ten Pay Periods
841 – 920	Eleven Pay Periods
921 – 1000	Twelve Pay Periods
etc...	etc...

#### 59.6 Wages while on Leave of Absence

Employees shall use all of their accumulated sick leave in excess of 120 hours (if leave is medical), vacation leave in excess of eighty (80) hours and all of their other compensatory time prior to beginning an approved leave of absence without pay.

In the case of catastrophic leave donation (County Policy Manual Section 37N), an employee shall exhaust all accumulated leave before qualifying for leave donation under this policy.

This provision does not apply in the case when an employee is on medical leave in accordance with the Family Medical Leave Act (FLMA) or the California Family Rights Act (CFRA) and receiving some form of wage replacement (i.e. State Disability Insurance, Paid Family Leave, and/or Temporary Disability payment through Workers' Compensation). In those cases, refer to County Policy Manual Section 37S regarding leaves of absence for how employees accumulated leave may be used to coordinate with these wage replacement benefits.

59.7 An employee shall earn holiday credit in accordance with Article 59.4 whenever they are on leave without pay during a week when County observes a holiday.

59.8 Wage Replacement (State Disability Insurance, Paid Family Leave and Temporary Disability)

- (a) Except for an employee who is off work and receiving State Disability Insurance (SDI), Paid Family Leave (PDL), or Temporary Disability (TD) payments or except as otherwise provided by law, no employee shall be



permitted to alternate the use of paid leave (vacation, sick leave, compensatory time off, etc.) with leave without pay.

- (b) Contributions for State Disability Insurance (SDI) shall be deducted from the salary of each employee. Contributions for SDI shall be made solely by the employee.
- (c) An employee shall apply for SDI/PDL benefits as soon as they are eligible to receive them, at which time, they shall notify Human Resources. If an employee eligible to receive SDI/PDL benefits chooses not to apply, the employee shall so notify Human Resources in writing, who shall then notify the Auditor-Controller. Otherwise, deductions shall be made from the employee's salary in the amount the employee would receive in SDI/PDL benefits.
- (d) No employee shall receive their full salary from County while at the same time receiving SDI/PDL benefits.

## **60.0 WINTER RECESS**

- 60.1 During the term of this MOU, the County establishes Winter Recess as the four business days between December 25th, and the January 1st holidays. During these days the County shall close non-essential operations to the public. County Departments may be limited from closing in their entirety during the Winter Recess, and shall be determined by the Department Head, and may be subject to approval by the Board of Supervisors. The determination to remain open by a Department Head is not subject to the grievance procedure.
- 60.2 By December 23rd each year, a total of thirty-two (32) hours of Winter Paid Time Off (PTO) will be placed in an employee's bank to be coded for Winter Recess. If an employee is unable to observe Winter Recess because the Department Head has identified a need for the employee to work during this period, the Winter Recess hours will remain available to be used during an alternate period of time in one-hour increments.
- 60.3 These hours will remain available to be used through the last day of the pay period of that fiscal year. This time has no cash value, and any unused time shall be forfeited after the last pay period of the fiscal year it was provided.
- 60.4 Employees covered by this MOU must be in a paid status (i.e., not on an unpaid leave of absence) prior to the last day of the pay period of the calendar year to be eligible.
- 60.5 Permanent part-time employees shall receive a prorated bank of Winter Recess hours.



- 60.6 No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not considered hours worked for determining overtime, or CTO eligibility, and do not count toward eligibility to cash out any type of leave (vacation, supervisory, etc.).
- 60.7 This Section shall sunset and expire at the conclusion of this MOU. The parties agree to meet separately on this item if the MOU expires and there is no successor MOU in place extending Winter Recess.

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## PART 7. WORKING CONDITIONS

### 61.0 WORK SCHEDULE

#### 61.1 Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

#### 61.2 Workday

- (a) The normal workday shall be eight (8) consecutive hours of work, exclusive of at least a thirty (30) minute lunch period, in a consecutive twenty-four (24) hour period, except as provided in Article 61.6, (Emergencies), and except as provided in Article 61.5 (Work Shifts) for child care. Each eight (8) hour shift may, at the option of the employee, include two (2) fifteen (15) minute rest periods, as provided in Article 61.0 (Rest Periods).
- (b) The normal workday for the Sheriff's Technical Services Division and for the following classes assigned to the Crisis Service and the Residential Detox Unit shall be eight (8) consecutive hours of work in a consecutive twenty-four (24) hour period, except as provided in Article 61.6 (Emergencies): Supervising Mental Health Counselor I and II. The employees in these classes may take a lunch period if and as time permits within their workday. It is County's intent that employees in these classes be allowed to take a rest period during each four (4) hour period of their workday as workload permits.
- (c) Certain employees in the following classes are subject to Article 61.2(a) and others are subject to Article 61.2(b): Supervising Mental Health Detox Counselor I and II.
- (d) Correctional Sergeants shall have a 7/80 work schedule. A 7/80 work schedule shall be defined as six twelve (12)-hour workdays and one eight-(8)-hour workday in a fourteen 14-day work period totaling seven (7) workdays for eighty (80) hours. This definition reflects the County's election of a 14-day work period for Correctional Sergeant pursuant to 29 U.S.C. § 207k.
- (e) Employees scheduled to work a shift in which Daylight Savings Time either takes effect (Spring) or reverts to Standard Time (Fall) shall be paid for hours worked. When Daylight Savings Time takes effect these employees shall use one hour of paid or unpaid leave time. However, an alternative option may be offered at the discretion of the Department Head

or designee and based on County business needs, for employees to work an additional hour at straight-time rate that day or another day during the same work week.

### 61.3 FLSA Work Period

Consistent with the Fair Labor Standards Act, the work period (also known as the 'work week') for employees with work schedules which include five workdays begins at 12:00 A.M. Saturday morning and ends at 11:59 P.M. the following Friday night. Except work period for employees with a 9/80 alternative work schedule is defined in Article 61.7 and the work period for Correctional Sergeants with a 7/80 work schedule as defined in 61.2(d).

### 61.4 Work Schedules

- (a) Employees shall be scheduled to work on specifically named days of the week having regular starting and quitting times. The work schedule shall normally be five (5) consecutive workdays and two (2) days of rest in each seven-consecutive-day timeframe.
- (b) The work schedule may be modified to five (5) non-consecutive days to accommodate employee development opportunities either 1) to schedule groups of employees for trainings and related opportunities on rare occasions when the event cannot be scheduled on employees' normal workdays or 2) to send an individual employee to a training or related opportunity if the employee agrees to the schedule change. The work schedule may be modified to five (5) non-consecutive days to accommodate periodic workgroup-wide schedule changes and/or periodic workgroup-wide shift changes using existing and mutually acceptable schedule and shift determination processes. An employee may be granted split days off for childcare reasons if the employee requests split days in writing and receives approval from the Department Head or designee. An employee's ongoing work schedule shall not be changed without a fourteen (14) calendar day prior notice to the employee. Overtime assignments and mutually acceptable flex assignments do not constitute work schedule changes.

### 61.5 Work Shift

- (a) A work shift is the specific hours each work day that an employee works. There may be multiple shifts in any given work day, such as day, swing and night shifts. Specific hours associated with shifts will vary by Department and job.
- (b) At the employee's request, and with the approval of the Department Head, or the Department Head's designee, the County may temporarily modify

an employee's starting and ending time for each work day during a work period. The employee may be allowed to make up the missed time during that work period. Different starting and ending times and make-up time within a work period under this provision shall not be considered as overtime except when total actual hours worked exceeds forty (40) hours in the work period.

#### 61.6 Emergencies

Management may make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies, as defined in Section 2.80.020, Napa County Code. Emergency assignments shall not extend beyond the period of the emergency.

#### 61.7 Alternate Work Schedule

Employees in a department may request an alternate work schedule consistent with County departmental policy based upon established criteria. If a previously approved alternate work schedule becomes detrimental to department operations, the alternate work schedule may be discontinued with fourteen (14) calendar days' notice based upon management prerogative. The alternate work schedule must be approved in writing by the County Executive Officer or designee in consultation with the Director of Human Resources prior to implementation and shall be governed by subsections (a) through (h) below.

- (a) County reserves the right to approve, deny, modify or terminate an alternate work schedule at any time.
- (b) In the event that an alternate work schedule is modified or terminated, the employee shall be provided with at least fourteen (14) calendar days' notice of the change.
- (c) The approval, denial, modification or termination of an alternate work schedule shall not be subject to the grievance procedure contained in Article 10 of the MOU.
- (d) Overtime for the purposes of this Article shall be defined as actual hours worked in the excess of the employee's work period or as provided by Article 27.1 (General Provisions).
- (e) No employee governed by the provisions of this Article shall earn greater or less compensation, unless otherwise eligible, than another employee who works a standard workday, work period, or work schedule.

- (f) Alternate work schedules will not reduce services to the public, increase the need for overtime, reduce departmental or County productivity and/or effectiveness; and will not increase County costs.
- (g) All County Departments shall establish an alternate work schedule policy within six (6) months of ratification of this MOU. Each of the departmental policies shall contain the following elements: 1) specific departmental established criteria to evaluate the request and approve or deny the alternate work schedule; 2) a written application process and form. The Alternate Work Schedule form shall list the alternate work schedule options, provide a space for the employee to provide reasons for the request and a space for the supervisor to approve or deny the request.

The department policies shall be consistent with the provisions of the MOU. If the request is denied, the supervisor shall identify in writing the departmental criteria which form the basis for the denial.

Prior to implementation, each departmental policy shall be submitted to Human Resources and shall be provided to the Union for review.

Once Department policies have been finalized, all existing alternate work schedules will be evaluated based upon the established Department criteria.

- (h) Available alternate work schedules include the following: 9/80 and 4/10 as defined below. Available work schedule alternatives will be based upon departmental business needs.

#### 9/80 Work Schedule

The 9/80 work schedule shall be defined as working eight (8) nine (9) hour days and one (1) eight (8) hour day in a two (2) week pay period, plus a one (1) hour lunch during each work day, totaling eighty hours in each pay period. The designated FLSA work period (168 hours in length) necessary to accommodate the 9/80 work schedule shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off. A shorter lunch period may be approved by the supervisor or manager. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall County costs.

#### 4/10 Work Schedule

The 4/10 work schedule shall be defined as four (4) ten (10) hour days each week plus a one (1) hour lunch during each work day, totaling a forty

(40) hour work schedule. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA and other applicable laws. The FLSA work period for the 4/10 work schedule shall begin at 12:00 a.m. Saturday morning and end at 11:59 p.m. the following Friday night. A shorter lunch hour can be approved by the supervisor or manager. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall County costs.

#### 61.8 Shift Changes

During periodic shift changes, employees might work more than forty (40) hours in one week of a biweekly pay period and less than forty (40) hours in the other week of the same biweekly pay period in which the shift change occurs. An employee who works overtime caused by a shift change shall select overtime wages or equivalent compensatory time off to the accrual limit. An employee scheduled for less than forty (40) hours in a week due to a shift change may use approved leave to have forty (40) hours of time for that week.

### **62.0 REST PERIODS**

Every employee shall be granted a rest period of up to fifteen (15) minutes during each four (4) hours or major fraction thereof of a working period, up to a total of thirty (30) minutes per day. The County shall determine when rest periods are taken. When practicable, the rest period shall be granted in the middle of each work period. Rest period time shall not be accumulated. No rights shall accrue for overtime if a rest period is not taken.

### **63.0 TIMEKEEPING FOR FULL AND PART-TIME EMPLOYEES**

#### 63.1 Calculating Time Off

Sick leave, vacation, compensatory time off, paid leave, etc. shall be charged against employee records to the nearest one-tenth (.10) of an hour.

#### 63.2 Fiscal Year

For purposes of this MOU, the fiscal year shall begin at 12:01 a.m. on the Saturday of the pay period that includes July 1, and ends at 12:00 midnight on Friday, twenty-six (26) pay periods later.

#### 63.3 Calendar Year

For purposes of this MOU, the calendar year shall begin at 12:01 a.m. on the first Saturday of the pay period that includes January 1, and ends at 12:00 midnight on Friday, twenty-six (26) pay periods later.

63.4 Time Keeping for Part Time Employees

Except as provided herein, part-time employees shall earn pay, leave, and related benefits accorded to full-time employees in the same ratio as their part-time employment relates to full-time employment. Such pro-rata treatment shall not apply to the establishment of initial eligibility for health, dental, life, or other insurance programs or timing of merit grade/step increases or vacation accrual rate on behalf of part-time employees.

**64.0 CLEAN UP TIME**

Employees who require clean up time will be allowed five (5) minutes before lunch and fifteen (15) minutes before the end of each work shift for personal clean-up.

**65.0 LAYOFF PROCEDURE**

65.1 Authority to Layoff

County shall have the authority to eliminate budgeted positions and thereby lay off employees for any of the following reasons: lack of work, lack of funds, or in the interest of economy. Interest of economy includes operational concerns such as the apportionment of functions/services in the manner deemed to be the most appropriate and does not necessarily equate to the least expensive apportionment of functions/services.

65.2 Order for Consideration and Union Notification of Layoffs

- (a) County shall determine the number of budgeted positions to be eliminated and the classification in which layoffs are to be made and the number of employees to be affected. Prior to identifying the applicable position(s) within the class to be defunded or deleted, the order of consideration shall be made as follows:
  - (i) services provided by contract for the designated class in the department;
  - (ii) temporary agency workers in the designated class in the department;
  - (iii) County extra-help positions in the designated class in the department;
  - (iv) provisional County employees in the designated class in the department; and

(v) County employees in allocated positions having the least seniority within the designated class in the department.

(b) Union Notification

The Department Head shall contact Human Resources about the initiation and implementation of proposed layoffs. As soon thereafter as possible, County shall meet and confer with Union on alternatives to layoffs and on the effects of such proposed layoffs. County's consultation with Union shall occur prior to any formal communication with the affected employees.

(c) Discussion Regarding Contractors Performing Same Services

In addition, Union may consult with the Department Head, or designee, in a department where both layoffs are scheduled to occur and services are provided by contract. Such consultation shall involve only those job classifications, by budget unit, in which layoffs are scheduled to occur and in which the same duties are performed under contract. Following consultation, and provided that it involves the breach of no contract, the Department Head or designee may recommend the termination of contracts in lieu of the layoff of employees.

(d) Development of Layoff List

Once a layoff list is developed by the respective department, a list of affected positions shall be sent to the Director of Human Resources who shall then provide a copy to Union.

65.3 Definitions and Guidelines

(a) "Layoff"

Actual separation from County service, an involuntary reduction in work hours, or a demotion in lieu of layoff for any of the reasons described in Article 65.1, above.

(b) "Class"

Any position or group of positions with the same classification title.

(c) "Series"

A number of classes related to one another in terms of ascending difficulty, authority and/or responsibility within the same occupational



field. (The classes that constitute a series shall be determined by the Director of Human Resources following consultation with Union.)

(d) “Department”

A department is defined as an administrative unit of County government that is managed under one Department Head and which consists of one or more divisions (a “division” is an administrative grouping within a department with a common purpose and consisting of one or more budget units as established by the Board of Supervisors and listed as such in the Departmental Allocation List). The Director of Human Resources shall maintain the Listing of Departments for purposes of this Layoff Procedure.

(e) “Seniority in a Class”

- (i) Seniority accrued in a class means continuous-paid service in provisional, limited term, probationary, and permanent status in a class; time worked in another County department in the same class; time worked in another closely related class that was abolished and not replaced; and time worked in a temporary out-of-class assignment.
- (ii) An employee’s seniority in a class shall continue to accrue unless the employee has an unpaid leave of absence or other unpaid status. The employee’s seniority and effective service date shall be adjusted according to the provisions of Article 59.5 (Leave of Absence Without Pay – Salary Anniversary Date). Upon such adjustment, the time during leave of absence without pay or unpaid status shall not count towards seniority. However, the employee shall not lose any previously accrued seniority as a result of an unpaid leave of absence or unpaid status.
- (iii) The computation of seniority shall be based upon the total number of pay periods in a paid status commencing from the effective date of service in that classification.
- (iv) The computation of seniority for part-time permanent employees in regular allocated positions shall be based on the number of pay periods in a paid status from the effective date of service in that class on a prorated basis proportional to full time employment.
- (v) For seniority in a class in flexibly staffed positions, see the definition of “flex staff position” below.

(f) “Seniority in a Series”

- (i) Seniority accrued in a series means continuous-paid service in provisional, probationary, limited term, and permanent status in a series; time worked in a temporary out-of-class assignment; time worked in the same department in another closely related class that was abolished and not replaced.
- (ii) An employee's seniority in a series shall continue to accrue unless the employee has an unpaid leave of absence or other unpaid status. The employee’s seniority and effective date of service shall be adjusted according to the provisions of Article 59.5 (Leave of Absence Without Pay – Salary Anniversary Date). Upon such adjustment, the time during the leave of absence without pay or unpaid status shall not count towards seniority. However, the employee shall not lose any previously accrued seniority as a result of an unpaid leave of absence or unpaid status.
- (iii) Time worked in another department in the same series shall be used to determine the right of an employee to displace another employee in a lower class in the same series in the current department in which the layoff occurs.
- (iv) In comparing the seniority of two or more employees in the same series in the same department, time worked in another department in the same series shall also be used to determine displacement rights.
- (v) For seniority in flexibly-staffed positions in a series, refer to the definition of “flex staff position” below.

(g) “Displacement Rights”

The right of an employee with more seniority to cause an employee with less seniority to be demoted to a lower level position, or when no lower level position exists, to be laid off.

(h) “Higher Level Employee”

An employee in a class with a higher salary range maximum than another employee in a class with a lower salary range maximum within the same series.

(i) “Flex Staff Position”

A position which is budgeted and thereby eligible to be filled either at the entry or at the journey level. When all employees in a flexibly staffed class series occupy the highest class in the series, the total length of time each employee worked in the series shall be considered as time worked in the current class for seniority purposes. When all employees in a flexibly staffed class series do not occupy the highest class in the series, entry level and journey level shall be considered separate classes and the length of time worked in each class shall be used for seniority purposes.

(j) “Right of First Refusal”

A former or current employee on the Re-employment List has the first right to employment in a vacant position in the same department from which they were laid off or demoted in lieu of layoff, and that others will not be offered employment in such position until such former or current employee has declined appointment as provided in Article 65.14(a).

(k) “Right of First Consideration”

A former employee on the Re-employment List has the first opportunity to be interviewed before other applicants for a vacant position in other departments in the same or lower class from which the former employee was laid off or demoted in lieu of layoff. The right of first consideration does not obligate the hiring department to select the former employee on such re-employment list.

(l) “Limited Term Employee” and “Limited Term Employee With Displacement Rights”- refer to Article 65.15 for definition.

65.4 Employees with Special Qualifications

(a) An employee who has been selectively certified to a position requiring special qualifications shall be considered in a separate classification for purposes of layoff if the position meets one of the following criteria:

- (i) Requires special qualification by law in order to be eligible to receive funds;
- (ii) By job necessity requires either a male or female employee; or
- (iii) Necessitates a bilingual speaking employee.

- (c) Subsection (iii) shall not apply if there is another employee in the department who possesses both the special qualifications required to perform the job and greater seniority than the specially certified employee.

#### 65.5 Layoffs Within the Same Department

- (a) A layoff in one department shall not affect employees working in the same class or series or any other series in another County department.
- (b) Generally, a layoff in a particular series shall not affect employees working in any other series in the same department. However, if the employee in a position subject to layoff has accrued seniority in a class within another series in the same department, that employee may have displacement rights to that class within the same department.

#### 65.6 Use of Seniority for Layoff Purposes

- (a) Where layoffs or demotions are to occur they shall be initiated with employees having the least seniority within a class and shall progress to employees having the most seniority within a class.

- (b) Tie in Seniority

When there is more than one employee with the same seniority, the order of layoff shall be determined by comparing the:

- (i) effective date of hire in the current classification within the current department; then
  - (ii) original date of hire within the current department; then
  - (iii) original date of hire into the County.
- (c) Seniority Credit for Probationary Status

An employee who has passed probation in a class shall be given seniority credit for any prior continuous extra-help or provisional service which had been approved for application towards the completion of the probationary period pursuant to Article 8.2 (Temporary, Extra Help or Provisional Service).

#### 65.7 Displacement Process

- (a) Displacement to Lower Classes
  - (i) An employee whose position is being eliminated may displace an employee in a lower class in the same series in the same

department in accordance with their standing as listed in Article 65.6.

- (ii) In the same manner, the employee thus displaced may likewise displace another employee, and so on. An employee who moves into a lower classification either by demotion or by exercise of displacement rights, shall retain all seniority accrued in the higher class and shall have the same counted towards seniority in a lower class. When no lower level budgeted position exists, the employee with the least seniority is laid off.

(b) Abolished/Replaced Classes

An employee who was promoted or reclassified in the same department and whose former class was abolished and replaced shall have displacement rights to the class that replaced their former class. In this instance, an employee who would otherwise be laid off may displace another employee in the existing class if they have more seniority in the class.

(c) Reduction in Hours in Lieu of Layoff

The exercise of displacement rights by an employee who is subject to layoff may result in a reduction in hours to another employee's position in a lower class in the same series in the same department in accordance with their seniority standing as calculated according to Article 65.6 in lieu of layoff.

However, both the employee who is subject to layoff and the employee who may experience a reduction in hours as described in (i), above, may agree to have both of their positions reduced in hours. In order for such agreement to be implemented, it must be agreed to by affected employees and Union and recommended by both the Department Head and County Executive Officer. It must further be approved by the Board of Supervisors before the reduction in hours may be implemented.

65.8 Notice Requirements

(a) Notice to Employee

The Department Head shall provide an employee to be laid off at least ten (10) working days advance written notice of the effective date of such layoff. The notice may be either personally delivered to the employee or sent by certified mail to the employee's last known address as indicated in their personnel file or County's payroll information system. The notice

shall be deemed received on the date it is personally delivered to the employee or on the date it is mailed to their last known address.

(b) Time for Employee Response

To be considered for demotion in lieu of layoff, an employee must so notify their Department Head in writing of their decision within six (6) working days after receiving the notice of layoff.

65.9 Re-Employment Lists for Rehire and Rights of First Refusal

(a) Accrued Seniority Upon Rehire

The names of employees laid off or demoted, in the order of greatest to least seniority, by class, shall constitute a Re-employment List for the class. Each person's name shall remain on the Re-employment List for two (2) years from the effective date of their layoff. An employee who is rehired within the two (2) year period shall retain their seniority, shall have any unused sick leave balance restored, and shall retain their years of service for vacation accrual as it existed on the date of layoff.

(b) Right of First Refusal in the Same Department

Persons on a Re-employment List shall have the right of first refusal for appointment to fill a vacancy in the same class and in the same department from which the person was laid off. If more than one (1) person on the re-employment list is eligible for a particular vacancy, the person with the right of first refusal shall be the most senior as determined by comparing the following:

- (i) effective date of hire in the former classification within the former department; then
- (ii) original date of hire within the former department; then
- (iii) original date of hire into County.

(c) Right of First Refusal in Another Department

An employee who has been laid off has the right of first refusal to fill a vacancy in another department only under the following conditions: (i) the employee makes a written request; and (ii) the vacancy is in a class in which the employee previously had permanent status; and (iii) the layoff occurred within two (2) years of the vacancy.

(d) Right of First Refusal for Extra-Help Positions

An employee on a re-employment list shall have the right of first refusal for appointment to fill an extra help vacancy in the same class and department from which the employee was laid off.

65.10 Right of First Consideration in Another Department

A person on a Re-employment List will have the right of first consideration for employment in vacancies occurring in other departments in the same or lower class from which the employee was laid off. An employee rehired under this provision shall serve a new probationary period. Such re-employment shall establish a new salary anniversary date, but such employee shall retain their seniority and years of service for vacation accrual as the same existed on the date of layoff, and shall have any unused sick leave balance restored.

65.11 Demotion in Lieu of Layoff

An employee demoted in lieu of layoff who accepts reappointment in the same class and department from which the employee was demoted shall (1) retain their seniority in the class from which they were demoted as of the date of reappointment, and (2) retain the same salary anniversary date. The employee's salary shall be adjusted per Article 21.2.

65.12 Minimum Qualification Requirements for Re-Employment

In order to be returned to employment, an employee or former employee must meet all the current minimum qualifications for the class.

65.13 Employment Status Upon Rehire

(a) Rehire Within the Same Department

(i) An employee who exercises their right of first refusal and accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion.

(ii) A person who accepts such reappointment after one (1) year but within two (2) years of the date of layoff or demotion, may at the Department Head's discretion, serve a six (6) month probationary period.

- (iii) The person's salary shall be at the same salary grade/step held as of the date of layoff or demotion.
- (iv) Such re-employment shall establish a new salary anniversary date for an employee who actually separated from County service under this Article.

(b) Rehire in Another Department

- (i) A person who accepts re-employment in another department from which they were laid off pursuant to Article 65.9(c) may, at the Department Head's discretion, be required to serve a six (6) month probationary period. Such re-employment shall establish a new salary anniversary date.
- (ii) Only time served in the class previously held shall be counted towards seniority; provided, however, that if the employee held a position in a higher level class in the same series, then Article 65.7(a) shall apply.

(c) Rehire Into a Lower Class

A person on the appropriate Re-employment List as determined herein who has requested in writing an appointment to a lower class in the same series in the same department from which they were laid off, shall be offered employment in order of seniority in the series. This provision shall take precedence over 65.9(a). A person who accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion. A person who accepts such reappointment after one (1) year of the date of layoff or demotion, but within two (2) years of the date of layoff or demotion may, at the Department Head's discretion, serve a six (6) month probationary period. The person's salary shall be at the same salary grade/step held as of the date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.

65.14 Termination of Re-Employment Lists

- (a) The names of persons shall be deemed removed from Re-employment Lists and their entitlement to appointment from such lists terminated, as follows:
  - (i) After two (2) years following the effective date of layoff of such person;



- (ii) Upon appointment to a regular allocated position within County service in a class which is the same as the one for which the list exists, or which, at the time of appointment, is equal to or higher in salary (grade/step 5) than the class for which the Re-employment List exists;
  - (iii) Upon declining an offer of reappointment (except in instances where the person states in writing that they are temporarily medically incapacitated and provides adequate medical documentation of the incapacity); and
  - (iv) In the event a person states in writing that they do not desire reappointment, or fails to file a written statement expressing their desire for reappointment within five (5) calendar days following personal delivery or the date of certified mailing to their last known address. A person may, upon written request, be granted a temporary waiver of reappointment for a period of up to thirty (30) calendar days. A temporary waiver may only be denied for good cause.
- (b) Employees shall not be deemed removed from a Re-employment List as a consequence of being appointed to any extra-help or limited-term position in any class, or for acceptance of employment in a lower level class (lower grade/step 5 salary than the class for which the re-employment list exists).

#### 65.15 Limited Term Employees

- (a) A limited term employee has no displacement rights where County eliminates their position due to layoff except as otherwise provided in Article 665.15.
- (b) Definitions
  - (i) Limited Term Employee: An employee designated by County to serve in a position of a fixed duration for any of the following reasons: the position is tied to a funding source(s) of a specified duration or, is for a special project, or is required to meet other needs of County (including, but not limited to: temporary coverage for an employee on extended leave or for work overflow) and the position is anticipated to be of a limited duration.
  - (ii) Limited Term Employee with Displacement Rights (“LTD”)
    - (A) An employee who is initially hired to serve in a limited term position and who serves three or more years in such a position;

- (B) An employee who at the discretion of County is initially hired as and designated a limited term employee with displacement rights;
  - (C) Grandfathered Employees: Any employee who was hired as and designated as a limited term employee on or before July 1, 2005; or
  - (D) A probationary or permanent employee in a regular position who is subsequently appointed to serve in a limited term position.
- (c) A LTD employee is afforded the displacement rights and subject to the layoff procedures as set forth in this Article 65.0 (Layoff Procedure) (e.g. displacement rights are exercised only within the same department as set forth in Article 65.5 (Layoffs Within the Same Department)).
  - d) Limited Term Employee who is subsequently appointed to a regular position: A limited term employee who is subsequently appointed to a regular position (probationary or permanent) shall retain their vacation accrual rate and any time served in the limited term position shall be applied in calculating seniority for purposes of layoff pursuant to Article 65.0 (Layoff Procedure).
  - (e) Regular employee who is subsequently appointed to a limited term position: A regular (probationary or permanent) employee who is subsequently appointed to a limited term position shall retain their vacation accrual rate and seniority earned. Time served in the limited term position shall be applied in calculating seniority for purposes of layoff pursuant to Article 65.0 (Layoff Procedure).

## **66.0 INTERRUPTION OF WORK**

- 66.1 During the term of this MOU, neither Union, its officers, employees, agents, or members will, directly or indirectly, initiate, engage in, encourage, sanction, support, instigate, or suggest any strike, slow down, mass resignation, mass absenteeism, sick-ins, picketing, or similar concerted activity which would suspend, interfere with, or interrupt the normal work and operations of County and its departments. In the event that any Union member participates in such activity, Union shall immediately notify the member or members so engaged to cease and desist from such activities, and shall further direct such member to promptly return to their normal duties.

- 66.2 County shall have the right to deny all usage of sick leave by any employee if the County Executive Officer has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

**67.0 MANAGEMENT RIGHTS**

- 67.1 Subject to the limitations set forth in this agreement, County's right to direct the work force shall be unimpaired. These rights shall include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, commissions, boards, building facilities and operations; to create, change, combine or abolish jobs, departments' services and facilities in whole or in part; to relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by County to be legitimate; to direct the work force; to set standards of service; to maintain the efficiency of County operations; to increase or decrease the work force and determine the number of employees needed; to hire, train, transfer, and promote employees; to take disciplinary actions; to determine the procedures and standards of selection for employment and promotion; to establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation, thereof; to determine the content of job specifications and classifications; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services; to take all necessary actions to carry out its mission in emergencies; and to make reasonable rules and regulations pertaining to employees consistent with this agreement.

- 67.2 The exercise of such rights by County shall not preclude Union from communicating with County about the consequences that the decisions concerning these matters may have on wages, hours, and other terms and conditions of employment.
- 67.3 Exercise of management rights under this Article are neither grievable nor arbitrable.

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## **PART 8. MISCELLANEOUS**

### **68.0 SEVERABILITY**

This MOU is subject to all current and future applicable federal and state laws and regulations, and all current lawful rules, policies, and regulations of County, except as expressly modified by this MOU. If any provision of this MOU is determined to be in conflict or inconsistent with any laws, rules, and/or regulations or is otherwise held to be invalid or unenforceable, such provision may be suspended or superseded, and the remainder of this MOU shall continue in full force and effect. If any provision is invalidated, the parties shall enter into negotiations for a mutually satisfactory replacement provision.

### **69.0 OBLIGATION TO SUPPORT**

The parties agree that subsequent to the execution of this MOU and during the period of time said MOU is pending before the Board of Supervisors for action, neither Union nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this MOU. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors or advocate or urge the adoption and approval of this MOU in its entirety.

### **70.0 FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

- 70.1 This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. 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.
- 70.2 Each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any matter covered by the terms of this agreement.
- 70.3 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 and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- 70.4 The failure to enforce any term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of the terms and conditions.
- 70.5 County will notify Union in writing or by e-mail in advance regarding any proposed changes to written County policies that affect the wages, hours or terms and conditions of employment of members of the PSE Sup Unit. Union will be

provided at least fourteen (14) calendar days' notice of the proposed changes. Union must request to meet and confer on the impact of any changes, in writing, within fourteen (14) calendar days of the date of receipt of the written notice from County.

**71.0 AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this MOU:

- (a) County's principal authorized agent shall be the Director of Human Resources, or their duly authorized representative (Address: 1195 Third Street, Room 110, Napa, CA 94559; Telephone: (707) 253-4303), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- (b) Union's principal authorized agent shall be the assigned Field Representative, SEIU Local 1021, CTW, CLC. The address is 2300 Boynton Avenue, Suite 200, Fairfield, CA 94533. The telephone number is (707) 422-9464. Union may designate a duly authorized representative.

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FOR NAPA COUNTY

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Officer

FOR THE NAPA ASSOCIATION OF PUBLIC  
EMPLOYEES SEIU LOCAL 1021

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David Canham, Executive Director

SEIU 1021

## APPENDIX A

### RETIREMENT

#### *Background*

County's contract with the California Public Employees' Retirement System ("CalPERS") currently provides for a "2 percent at age 55" retirement benefit formula ("2% at 55"). County's employer contribution rate for 2% at 55 for the fiscal year 2004/05 is 6.937%. Under the MOU between the parties for the period July 14, 2001 through July 2, 2004, County agreed to pay 100% of the employee's share of the CalPERS contribution (7%). The total cost to County for 2% at 55 for the fiscal year 2004/05 is therefore 13.937%.

#### 2.5% at 55

As part of negotiations for a successor MOU in 2004, County sought and obtained a contract amendment with the California Public Employees' Retirement System ("CalPERS") and accordingly implemented a "2.5% at 55" retirement formula effective December 18, 2004.

As of July 1, 2024-2025, cost share for this tier shall be capped at 2.346% of pensionable wages for cost sharing in addition to the minimum statutory rate as defined by CalPERS.

Beginning FY2025-2026, any decreases in the total employer contribution rates from year to year will reduce the employee cost sharing rate up to a maximum of 0.5% annually. After the decrease is applied, the new employee cost sharing amount shall become the new cost sharing cap. The cost sharing cap will be reduced as described above, until such time as the cost share reaches zero (0%). At that time, the cost share agreement shall be ended, and employees in this tier shall only pay the statutory rate as defined by CalPERS.

The County bears 100% of any increases in the total employer contribution rate provided annually by CalPERS.

#### 2% at 60

As part of negotiations for a successor MOU in 2011, County sought and obtained a contract amendment with CalPERS and accordingly implemented a "2% at 60" retirement formula for employees hired on or after October 29, 2011.

As of the October 15, 2022 pay period, 2% at 60 will cease cost-sharing.

#### 2% at 62

In September of 2012 the Public Employees' Pension Reform Act of 2013 (PEPRA) was signed into law and statutorily implemented a number of pension related changes, including a new retirement formula of 2% at 62 for new members hired on or after January 1, 2013 (new employees with no prior service with a CalPERS agency, or an agency with reciprocity with CalPERS, within 6 months of employment with the County). PEPRA also requires that new members contribute a minimum of half the normal cost of their benefit (6.25% for 2014/15 fiscal



year) unless an MOU was in place, in which case the new members would contribute the same amount as existing members until such time the MOU expires. The current MOU will expire the last pay period in June 2014 and new members will contribute half the normal cost (6.25% for 2014/15 fiscal year) beginning the first pay period in July 2014.

As of the October 15, 2022 pay period, 2% at 62 will cease cost-sharing.

*Subsequent Years:*

Retirement Tier 2.0% @ 62 – Employees in this group shall pay the statutory rate as defined by CalPERS.

Retirement Tier 2.0% @ 60 – Employees in the group shall pay the statutory rate as defined by CalPERS.

Retirement Tier 2.5% @ 55 – 2.591% Cost Share beginning July 1, 2022-2023, in addition to the minimum statutory rate as defined by CalPERS.

Historical Account:

*Initial Contribution Sharing (August 14, 2004 through June 30, 2005):*

Based on information provided by CalPERS, the total (employer and employee) contribution rate for 2.5% at 55 is 18.503% (comprised of 10.503% employer and 8% employee contributions). County will pay 15.703% (13.903% plus 1.8%) and the bargaining group will pay 2.8% (1% plus 1.8%). Upon Board adoption of a resolution effective with the pay period beginning August 14, 2004, the bargaining group will begin to pay its share (2.8%) with County reporting this payment on a pre-tax basis as an employee contribution.

*Subsequent Years:*

Each year, CalPERS provides County an actuarial valuation report. For example, the June 30, 2003 report is anticipated to be received in October 2004 and provides the employer contribution rate for the 2005/06 fiscal year. Based on the results of each valuation report which determines contribution rates for future fiscal years, County and bargaining groups will share contributions as follows: County will pay 13.903% of the contribution rate. Any increases or decreases in the contribution rates from year to year (“year” is defined as a fiscal year commencing July 1 and ending June 30 of each year) will be shared equally by the parties. The employees’ share in the contribution rate will be in the form of a reduction in County’s pick up of the employee’s CalPERS contribution. Notwithstanding the foregoing, the employee share of the contribution rates will not drop below one percent (1%) for employees who were CalPERS or reciprocal members prior to January 1, 2013; new CalPERS members, hired on or after January 1, 2013, will not drop below half the normal cost (6.25% as of 2014/15), as required by PEPR.

Retirement formulas for employees vary based upon their hire date and whether they had prior service with a CalPERS or reciprocal agency (see background section of Appendix A). The normal cost for each employee’s benefit is different for each retirement formula. The normal cost is the annual cost of service accrual for the upcoming fiscal year for active employees and



should be viewed as the long term contribution rate. It does not include any unfunded liability or projected investment gains or losses.

Recognizing that different benefit formulas provided to County employees influence the normal cost of the benefit and required contribution levels, cost sharing will be adjusted to provide a graduated cost sharing based upon the employee's formula level. Each employee group (group defined as in this appendix) will cost share as identified in the prior paragraph, sharing any increases or decreases in contribution rates from year to year, until they reach half the normal cost of their benefit. Once a group reaches half the normal cost of their benefit, their contribution amount will freeze until all groups reach half the normal cost of their benefit. Once all groups reach half the normal cost of their benefit, cost sharing will resume for all groups. The following chart shows the projected employee contributions at each benefit level through fiscal year 2019-2020 (note these amounts will change based on CalPERS assumption and method changes as well as actual investment and non-investment experience):

<b>TIER</b>	<b>14/15</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>18/19</b>	<b>19/20</b>
2.5 @ 55	6.04%	6.5%	7.2%	7.7%	8.3%	8.7%
2.0 @ 60	6.04%	6.5%	7.2%	7.2%	7.2%	7.6%
2.0 @ 62	6.25%	6.25%	6.25%	6.25%	6.25%	6.65%

In 2014/15, half the normal cost for each formula is as follows: 2.5% @ 55 is 8.4%; 2.0% at 60 is 7.1% and 2% at 62 is 6.25%. Normal Cost for each group is subject to change in future fiscal years.

Pursuant to state and federal law, County will designate the amount that the employee is required to pay for CalPERS retirement benefits as being partially "picked-up" by County and treated as employer contributions for tax purposes only. Employees will receive a form of deferred taxation with taxes paid at the time the benefit is received rather than at the time the contribution is made. Under current law, exercising the employer pick-up option results in no additional cost to County. The parties agree that in the event the law changes and costs are imposed on County for exercising this option, CalPERS contributions shall revert to being made on a post-tax basis.

The parties do not anticipate the employee's share of the contribution rate will exceed the CalPERS defined employee contribution rate during the term of this MOU. In the unlikely event that the employee share of the contribution rate exceeds the CalPERS defined employee contribution rate County will report these payments on a pre-tax basis as an employee contribution to the extent authorized by law and allowed by CalPERS. In the event CalPERS does not allow County to report the bargaining group's share of the contribution rate on a pre-tax basis, the bargaining group shall have the option of requesting that, in lieu of the across-the-board wage/salary adjustments set forth in Article 20.1, County will pay the full cost of the across-the-board wage/salary adjustments set forth in Article 20.1 towards the contribution rate. This option is provided for the benefit of the bargaining group for tax purposes. In the event the

bargaining group exercises this option, any equity adjustments made pursuant to Article 20.2 will take into account the in-lieu across-the-board wage/salary adjustments that have been applied towards payment of the contribution rate.

## APPENDIX B

## TABLE AND INDEX OF CLASSES

<b>Napa County Job Classification / Hourly Salary Schedule Listing</b>											
<b>Effective: 6/22/24</b>											
Group BU	Job Class	Descr	Grade	Step 7	Step 7	Step 7	Step 7	Step 7	EEO Class	FLSA Exempt	Effdt
CPSS	2065	ADMINISTRATIVE OFFICE ASST	155	40.37	42.14	43.95	45.91	48.02	Admin Support	Y	6/22/2024
CPSS	2000	ADMINISTRATIVE SECRETARY II	311	37.25	38.94	40.67	42.37	44.43	Admin Support	Y	6/22/2024
CPSS	2001	AIRPORT OPERATIONS SUPERVISOR	152	42.86	44.75	46.66	48.81	50.98	Serv/Maint	Y	6/22/2024
CPSS	2002	ANIMAL SHELTER SUPERVISOR	151	39.70	41.37	43.20	45.20	47.16	Serv/Maint	Y	6/22/2024
CPSS	2003	ASSESSMENT-RECORDS SUPERVISOR	301	36.70	38.27	39.95	41.66	43.59	Admin Support	Y	6/22/2024
CPSS	2064	BEHAVIORAL HLTH QUALITY COORD	312	63.28	66.08	69.10	72.47	75.74	Professionals	N	6/22/2024
CPSS	2004	CLASSIFICATION SUPERVISOR	220	53.60	56.99	58.62	61.32	64.13	Protect/Serv	Y	6/22/2024
CPSS	2005	CODE COMPLIANCE SUPERVISOR	213	51.97	54.30	56.79	59.45	62.17	Officials/Adm	Y	6/22/2024
CPSS	2006	CONSTRUCTION INSPECTOR	211	51.52	53.87	56.26	58.88	61.55	Technicians	Y	6/22/2024
CPSS	2007	CORRECTIONAL SERGEANT	200	53.02	55.39	57.88	60.48	63.33	Protect/Serv	Y	6/22/2024
CPSS	2008	ELECTION SERVICES SUPERVISOR	134	36.88	38.43	40.13	41.87	43.84	Admin Support	Y	6/22/2024
CPSS	2009	ELIGIBILITY SUPERVISOR	153	39.90	41.74	43.65	45.51	47.53	Para-Profess	N	6/22/2024
CPSS	2010	ENGINEERING SUPERVISOR	305	66.06	69.07	72.27	75.65	79.23	Professionals	Y	6/22/2024
CPSS	2011	ENVIRONMENTAL HEALTH SUPV	222	54.09	56.49	59.12	61.87	64.71	Professionals	Y	6/22/2024
CPSS	2012	FIELD INSPECTION SUPERVISOR	225	54.83	57.35	59.94	62.78	65.68	Technicians	Y	6/22/2024
CPSS	2013	FOOD-LAUNDRY SERVICES SUPV	128	38.21	39.90	41.70	43.43	45.50	Serv/Maint	N	6/22/2024
CPSS	2014	GEOGRAPHIC INFO SYS DEPT COORD	227	55.39	57.86	60.46	63.35	66.20	Professionals	Y	6/22/2024
CPSS	2062	HHS UTILIZATION REVIEW COORD	312	63.28	66.08	69.10	72.47	75.74	Professionals	Y	6/22/2024
CPSS	2015	HLTH SERVICES NURSING SUPV	259	68.93	71.99	75.37	78.87	82.57	Professionals	Y	6/22/2024
CPSS	2016	INFORMATION SYSTEMS SUPERVISOR	250	61.32	64.13	67.12	70.22	73.48	Professionals	Y	6/22/2024
CPSS	2017	LIBRARIAN III	196	48.24	50.37	52.71	55.09	57.56	Professionals	Y	6/22/2024
CPSS	2018	LIBRARY CIRCULATION SUPERVISOR	156	40.53	42.32	44.17	46.18	48.24	Para-Profess	Y	6/22/2024
CPSS	2019	LITERACY & VOLUNTEER SVCS SUPV	169	42.88	44.72	46.73	48.86	50.94	Professionals	Y	6/22/2024
CPSS	2020	MAPPING AND TITLE SUPERVISOR	177	44.43	46.39	48.37	50.63	53.02	Technicians	Y	6/22/2024
CPSS	2021	OPERATIONS SUPERVISOR-HHSA	123	35.14	36.66	38.26	39.90	41.74	Para-Profess	N	6/22/2024
CPSS	2022	PARK STEWARD	158	40.79	42.72	44.61	46.54	48.69	Para-Profess	N	6/22/2024
CPSS	2023	PLANS & PERMIT SUPERVISOR	235	57.35	59.94	62.78	65.68	68.66	Technicians	Y	6/22/2024
CPSS	2024	PRINCIPAL PLANNER	248	60.76	63.55	66.51	69.70	72.84	Professionals	Y	6/22/2024
CPSS	2025	PUBLIC WORKS ACCOUNTING SUPV	182	45.33	47.35	49.54	51.67	54.09	Admin Support	Y	6/22/2024
CPSS	2026	ROAD MAINTENANCE SUPERVISOR	170	43.04	44.94	46.99	49.11	51.29	Skilled Craft	Y	6/22/2024
CPSS	2027	SENIOR SHERIFFS RECORDS TECH	309	35.37	36.95	38.57	40.08	41.86	Admin Support	Y	6/22/2024
CPSS	2028	SOCIAL WORKER SUPERVISOR I	308	51.54	53.92	56.24	58.87	61.51	Professionals	Y	6/22/2024
CPSS	2029	SOCIAL WORKER SUPERVISOR II	307	64.12	67.02	70.24	73.41	76.85	Professionals	Y	6/22/2024
CPSS	2030	SUP DEP PUB ADMIN/GUARD/CONSER	209	50.94	53.32	55.75	58.25	61.05	Professionals	Y	6/22/2024
CPSS	2031	SUPERVISING ACCOUNT CLERK	117	34.31	35.74	37.36	38.94	40.67	Admin Support	Y	6/22/2024
CPSS	2032	SUPERVISING ACCOUNTANT-AUDITOR	220	53.60	56.99	58.62	61.32	64.13	Professionals	Y	6/22/2024
CPSS	2033	SUPERVISING ACCOUNTING ASST	136	37.20	38.84	40.53	42.32	44.17	Admin Support	N	6/22/2024
CPSS	2034	SUPERVISING APPRAISER	203	49.71	51.97	54.30	56.79	59.45	Professionals	Y	6/22/2024
CPSS	2035	SUPERVISING AUDITOR-APPRAISER	215	52.50	54.83	57.35	59.94	62.78	Professionals	Y	6/22/2024
CPSS	2036	SUPERVISING CUSTODIAN	101	32.03	33.45	34.90	36.39	37.96	Serv/Maint	N	6/22/2024
CPSS	2038	SUPERVISING LEGAL CLERK	310	35.27	36.86	38.45	39.98	41.74	Admin Support	Y	6/22/2024
CPSS	2039	SUPERVISING LEGAL SECRETARY	125	35.48	36.97	38.70	40.37	42.14	Admin Support	Y	6/22/2024
CPSS	2040	SUPERVISING MAIL/RECORDS CLERK	080	29.38	30.59	31.83	33.26	34.75	Admin Support	Y	6/22/2024
CPSS	2041	SUPERVISING MENTAL HLTH CO I	194	51.50	53.76	56.22	58.91	61.44	Professionals	Y	6/22/2024
CPSS	2042	SUPERVISING MENTAL HLTH CO II	216	56.75	59.30	61.99	64.91	67.80	Professionals	Y	6/22/2024
CPSS	2043	SUPERVISING OFFICE ASSISTANT	105	34.52	36.06	37.64	39.22	41.04	Admin Support	N	6/22/2024
CPSS	2044	SUPERVISING PLANNER	265	65.68	68.66	71.84	75.21	78.74	Professionals	Y	6/22/2024
CPSS	2046	SUPERVISING STAFF NURSE	235	57.35	59.94	62.78	65.68	68.66	Professionals	Y	6/22/2024
CPSS	2047	SUPERVISING THERAPIST	230	55.99	58.62	61.32	64.13	67.12	Professionals	Y	6/22/2024
CPSS	2048	SUPV ACCOUNTING SPECIALIST	159	41.05	42.88	44.72	46.73	48.86	Para-Profess	N	6/22/2024
CPSS	2049	SUPV BLDG MAINTENANCE WORKER	178	48.02	50.10	52.44	54.65	57.18	Skilled Craft	Y	6/22/2024
CPSS	2050	SUPV CHLD SUPPORT SPECIALIST	161	41.37	43.20	45.20	47.16	49.28	Para-Profess	Y	6/22/2024
CPSS	2051	SUPV EMPLOYMENT SERVICES WKR	189	46.73	48.86	50.94	53.32	55.75	Para-Profess	Y	6/22/2024
CPSS	2063	SUPV ENVIRON RESOURCE SPEC	220	53.60	56.99	58.62	61.32	64.13	Professionals	N	6/22/2024

CPSS	2052	SUPV MENTAL HEALTH WORKER	192	47.35	49.54	51.67	54.09	56.49	Professionals	Y	6/22/2024
CPSS	2054	SUPV MENTAL HLTH CO II-LICENSE	304	63.41	66.29	69.46	72.62	76.01	Professionals	Y	6/22/2024
CPSS	2053	SUPV MENTAL HLTH CO I-LICENSED	208	54.24	56.75	59.30	61.99	64.91	Professionals	Y	6/22/2024
CPSS	2055	SUPV PUBLIC DEF INVESTIGATOR	266	65.97	68.98	72.24	75.56	79.06	Protect/Serv	Y	6/22/2024
CPSS	2056	SUPV SHERIFFS RECORDS TECH	141	40.37	42.22	44.01	45.96	48.09	Professionals	Y	6/22/2024
CPSS	2057	SUPV STAFF SERVICES ANALYST	208	54.16	56.67	59.26	62.00	64.83	Professionals	Y	6/22/2024
CPSS	2058	VETERANS SERVICE OFFICER	306	50.77	53.19	55.59	58.18	60.92	Para-Profess	Y	6/22/2024
CPSS	2059	VETERANS SERVICE SUPERVISOR	103	32.31	33.74	35.14	36.66	38.26	Para-Profess	Y	6/22/2024
CPSS	2060	WATER & WASTEWATER SYS SUPV	183	45.51	47.53	49.71	51.97	54.30	Skilled Craft	N	6/22/2024
CPSS	2061	WIC COORDINATOR/NUTRITION SUPV	193	47.53	49.71	51.97	54.30	56.79	Professionals	Y	6/22/2024

## **APPENDIX C**

### **SIDE LETTER AGREEMENTS**

1. Side Letter Agreement regarding participation in the Napa County Children & Families Commission dated April 24, 2024.
2. Side Letter Agreement regarding Workplace Safety dated May 24, 2024.
3. Side Letter Agreement regarding Social Worker III v. IV Salary Adjustment dated April 24, 2024.

**TENTATIVE AGREEMENT**  
**County of Napa and PSE Supervisory Unit and Non Supervisory Units**

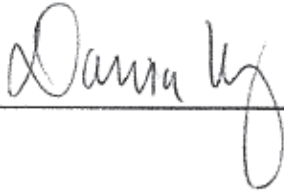
Side letter Agreement effective \_\_\_\_\_ to \_\_\_\_\_.

If one official PSE Supervisory Unit or Non-Supervisory Unit member volunteers and is appointed to fill a vacancy by the Board of Supervisors to the Napa County Children & Families Commission (NCCFC), paid release time will be granted for official commission meetings only that occur during the member's regularly scheduled work time. No overtime shall be paid for hours that exceed the member's regularly scheduled work time.

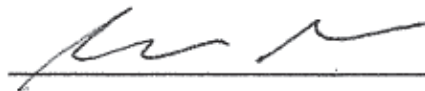

Date: 4/24/2024

Date: 4/24/24

For the County:



For the Union:

  
  
\_\_\_\_\_



**TENTATIVE AGREEMENT**  
**County of Napa and PSE Supervisory Unit and Non-Supervisory Units**

**Workplace Safety Side Letter**

The parties have a shared interest in a safe and healthy work environment. The County and the employees in this bargaining unit will abide by CalOSHA and any other applicable federal, state, and local standards related to employee safety and health. The County's IIPP and safety program information is located on the County website at [countyofnapa.sharepoint.com/site/safety](http://countyofnapa.sharepoint.com/site/safety).

Effective no later than July 1, 2024, the Union will identify two employee bargaining unit members to serve as at large members to participate in the County's Safety Coordinator meetings.

Date: 5/24/24

For the County:

OM Bucenno

Date: 5/22/24

For the Union:

[Signature]

[Signature]

\_\_\_\_\_

**TENTATIVE AGREEMENT**  
**County of Napa and PSE Supervisory Unit and Non-Supervisory Units**

**Social Worker III vs Social Worker IV Salary Adjustment**

Not included in the Contract:

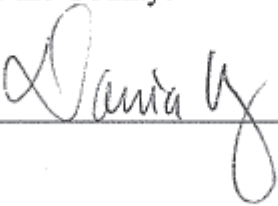
Effective the first full pay period after Union ratification and County Board of Supervisor final approval of the successor contract, the County agrees to address the compaction issue between the Social Worker III and Social Worker IV by placing the top step of the salary range of the Social Worker IV at no less than five percent (5%) above the top step of the salary range of the Social Worker III.



Date: 4/24/2024

Date: 4/24/24

For the County:

For the Union:



\_\_\_\_\_