

RESOLUTION NO. 2024-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING MEMORANDA OF UNDERSTANDING FOR THE NAPA COUNTY PROBATION PROFESSIONALS ASSOCIATION NON-SUPERVISORY UNIT AND SUPERVISORY UNIT, JULY 1, 2022

WHEREAS, Government Code section 25300 states that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, County entered into negotiations with the Napa County Probation Professionals Association (NCPPA) to establish the MOUs for the Non-Supervisory Unit and the Supervisory Unit; and

WHEREAS, County and NCPPA reached Total Tentative Agreements that were ratified by NCPPA membership and approved by the Board of Supervisors on January 10, 2023; and

WHEREAS, the Total Tentative Agreements' terms have been incorporated into MOUs, effective July 1, 2022, and expiring June 30, 2026; and

WHEREAS, the MOUs for NCPPA are set forth in Exhibits "A" and "B," attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby approves MOUs for the NCPPA Non-Supervisory Unit and Supervisory Unit, as set forth in Exhibits "A" and "B," respectively, with an effective date of July 1, 2022, and expiring June 30, 2026.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 9th day of April 2024, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <i>Susan B. Altman</i> , Deputy Date: March 26, 2024	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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NAPA COUNTY



A Tradition of Stewardship
A Commitment to Service



MEMORANDUM OF UNDERSTANDING NON-SUPERVISORY PROBATION UNIT

July 1, 2022 – June 30, 2026

NAPA COUNTY PROBATION PROFESSIONALS ASSOCIATION

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PREAMBLE

IT IS HEREBY AGREED by and between the NAPA COUNTY (“County”) and the NAPA COUNTY PROBATION PROFESSIONALS ASSOCIATION (“Association”), acting pursuant to and in compliance with the terms and provisions of Sections 3500 et seq. of the California Government Code, that the following wages, hours and other terms and conditions of employment shall be applicable to the employees in the Probation Unit (“Unit”). The term “employee” or “employees” as used herein shall refer to those persons in the Unit who are included in the employee classifications listed in Appendix B.

The relationship between the Association and the County is governed by the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), the County’s Employer-Employee Relations Policy, and this Memorandum of Understanding (MOU). Whenever this MOU contains a provision relating to subject matter that is also referred to in any other County ordinance, policy, or regulation within the scope of representation, the provisions of this MOU shall prevail.

PART 1. ADMINISTRATION

1. Term

This Memorandum of Understanding shall be effective from July 1, 2022, to June 30, 2026, and shall remain effective during the negotiation for the successor Memorandum of Understanding.

2. Labor Management Committee

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.

3. Grievance Procedure

3.1 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 Association, its representatives, the County, or any employee or employees who may be involved in a grievance.

3.2 Grievance Defined

A “grievance” is a complaint by the Association, on behalf of itself or any one or number of its members, over the interpretation, application, or compliance with this MOU or Probation Department policies falling within the scope of representation.

3.3 Employee Right to Representation

An employee represented by the Association 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.

3.4 Form of Grievance

Grievances shall be submitted on a form prescribed by Human Resources and the Association. 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 Probation Department 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 or Association representative.

3.5 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.

3.6 Association as Grievant

Grievances may be prosecuted by the Association on behalf of itself or any one or number of its members. The County shall not accept a grievance submitted by any party other than the Association. This provision does not preclude an employee who is not represented by the Association from filing a complaint.

3.7 Waivers and Time Limits

Failure to initiate a grievance within the time limits specified herein shall void the Association's right to grieve the matter. Failure by management to reply to a grievance within the time limits specified automatically grants to the Association the right to process the grievance to the next level. If the Association fails to appeal to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration. Any level of review, or any time limits established in this procedure, may only 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.

3.8 Processing of Grievances

The following procedure shall be followed by the Association when submitting a grievance:

(a) Step 1 - Informal Grievance to Supervisor

Within 10 working days from the occurrence of the matter on which the grievance is based, or within 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 orally to their immediate supervisor. The employee may be represented by the Association during this discussion. Within 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 Association 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.

(b) Step 2 - Written Grievance to the Chief Probation Officer

If the Association is dissatisfied with the resolution at the previous step, the Association may, within 10 working days of date of receipt, present the grievance in writing to the Chief Probation Officer on the form required in Section 3.4, with a copy to Human Resources. Within ten working days after receipt of the grievance, the Chief Probation Officer or their designee shall hold a hearing. The Chief or their designee shall render a written final decision to the grieving party no later than ten working days after the Step 2 hearing, with a copy to Human Resources.

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

Within 10 working days from the receipt of the written decision of the Chief Probation Officer or their designee, the Association 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 30 working days from date of receipt of the grievance the Director of Human Resources shall conduct a hearing and render a written decision.

(d) Step 4 - 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 or the interpretation, application, or compliance with Probation Department policies within the scope of representation. Arbitration of a grievance shall be limited to the specific grounds set forth in the formal grievance as originally filed by the Association.

Within 10 working days from receipt of the decision of the Director of Human Resources, the Association may request arbitration as follows:

(1) 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 Association. 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.

(2) Binding Arbitration

Within 15 working days from the date of the Association'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 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.

(3) Unless the time limits contained in Section 3.8(d)(2) 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.

(4) 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 Association 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 Association during their non-work hours will not be paid by the County.

(5) 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.

PART 2. ASSOCIATION SECURITY

4. Recognition

Pursuant to Sections 3500-3510 of the Government Code and subject to the provisions of the County's Employer-Employee Relations Policy, the Napa County recognizes the Napa County Probation Professionals Association as the exclusive representative of County employees in the Probation Unit.

5. Payroll Deduction

- 5.1 Upon the written authorization of an employee and approval by the Association President and Secretary/Treasurer, County shall deduct from the accrued wages of each such employee, after all other required deductions have been made, the sum certified as Association dues, fees, assessments and insurance premiums and deliver the sum to the Association. Such deductions shall be made on a bi-weekly basis but no more than twice in a calendar month.
- 5.2 For purposes of the deductions specified in Section 5.1, the Association's authorized representative shall notify the County in writing of any changes to its membership count at least 10 working days in advance of the first bi-weekly payroll period in the following month. County shall implement any change in dues as soon as practicable.
- 5.3 The Association must give two full pay periods prior notice before the effective date of any change.
- 5.4 Delivery of the aggregate amount of Association dues, fees, assessments and insurance premiums deducted from the salaries of employees covered hereunder shall be made by County on the same day as employees are paid.
- 5.5 An employee who previously has authorized the deduction of association dues, fees, assessments or insurance premiums from their accrued wages may request in writing to the County and the Association to cancel said deductions. Upon reasonable notice, County shall stop deductions the first pay period in the month following its receipt of the employee's written notification.
- 5.6 Association agrees to indemnify and hold County harmless from any and all demands, suits, orders, judgments or other forms of liability brought by a third party that may arise out of or by reason of action taken by the County under this Article 5.

6. Release Time

6.1 Definition

“Release time” means release from work with pay for the following purposes within the scope of representation, as defined by Government Code sections 3500 et seq.: investigating and processing grievances; participating in the meet and confer process; contract negotiations and related activities; attending Labor-Management Committee meetings; participating in off-site training related to Association representation.

6.2 Notice and Approval

The representative(s) desiring to take release time must give reasonable notice to their supervisor before taking release time. Release time shall be granted to representatives promptly unless the representative's absence will cause an undue interruption of work. Approval for more than five representatives must be obtained in advance from the Director of Human Resources or designee.

6.3 Access to Workplace

Association representatives may have access to a work location and employees during working hours for the purpose of conducting Association business. Association agrees that its representatives will not unduly interfere with Probation Department operations.

6.4 Training Bank

Association shall be afforded a pool of 80 hours with pay per year for its representatives to use for training purposes.

6.5 Bulletin Boards

County will furnish reasonable bulletin board space to Association at all work locations. Material shall be posted and removed only by Association representatives. The boards shall be used for the following subjects:

- (i) Association contact information;
- (ii) Association recreational, social and related Association news bulletin;
- (ii) Scheduled Association meetings;
- (iii) Information concerning Association elections or results thereof;
- (iv) Reports of official business of Association, including newsletters, reports of committees; and
- (v) Association governance documents

Any other written material must first be approved and initialed by the Chief Probation Officer or a designee.

6.6 Electronic Bulletin Board

County shall create a “shared folder” for use by Association’s representatives for subjects identified in Section 6.5. Any other material posted shall first be approved by the Director of Human Resources. Association shall designate and identify for County three Association members who shall have the exclusive ability to post items to the shared folder. All members will automatically receive an email alert when a new message is posted on the Association’s Electronic Bulletin Board. The use of a shared folder shall be discontinued if County determines the folder has been used in a manner other than described, or if use of and/or access to the folder by employees is deemed to be disruptive to the workplace.

7. **Onsite Meetings**

Association 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 manager or designee.

PART 3. SALARIES AND OTHER COMPENSATION

8. Salaries

8.1 Wages

Effective with the first pay period following ratification and adoption of this MOU by the Napa County Board of Supervisors, the County will increase salaries 7.0% for all employees in the unit who have not been Y-rated.

The County will issue a one-time inflation adjustment lump sum of \$1,500 minus applicable payroll deductions for all represented classifications in the bargaining unit, paid in the first pay period following the ratification and adoption by the Napa County Board of Supervisors.

Effective the first full pay period in July 2023, the County will increase salaries 3.25% for all employees in the unit who have not been Y-rated.

Effective the first full pay period in July 2024, the County will increase salaries 3.0% for all employees in the unit who have not been Y-rated.

Effective the first full pay period in July 2025, the County will increase salaries 3.0% for all employees in the unit who have not been Y-rated.

8.2 Equity Study

Association may request, or County may initiate, an equity study of a classification series (series). An Association 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 benchmark at comparable agencies, the classification shall receive an equity adjustment equal to an amount that brings the benchmark up to the median salary of comparable agencies.

The agreed upon benchmark classifications will be Probation Officer II and Juvenile Hall Counselor II. The comparable agencies shall be the counties of Marin, Santa Cruz, Contra Costa, Solano, Monterey and Sonoma.

9. Salary on Demotion

- 9.1 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.
- 9.2 If an employee accepts a demotion to a vacant lower class in a different series in the same department in lieu of layoff, 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.

10. 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.

11. 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.

12. 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:

- 12.1 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.
- 12.2 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.

12.3 In both cases, the employee shall retain the same salary anniversary date.

13. Salary on Position Reclassification

13.1 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 the employee's 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.

13.2 Neither Association 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 10 (Salary on Promotion), 11 (Salary on Transfer), 12 (Changes in Salary Allocation), or 13 (Salary on Position Reclassification).

14. Salary Anniversary Date

14.1 "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.

14.2 The effective date of any change in connection with Articles 10 (Salary on Promotion), 11 (Salary on Transfer), 12 (Changes in Salary Allocation), or 13 (Salary on Position Reclassification) shall be the first day of the biweekly pay period in which the change occurs.

15. Overtime

15.1 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 timecard for the pay period in which it was worked.
- (b) Overtime is defined as:
 - (i) Any time actually worked in excess of the employee's regularly assigned shift in a consecutive 24-hour period.
 - (ii) Any time actually worked in excess of 80 compensable hours during a consecutive 14-day work period, provided that the additional work took place at times other than during the employee's regularly scheduled shifts, and further provided that the employee was not absent due to vacation, compensatory time off, holiday, sick leave, any other paid leave, or a combination thereof for more than one day of their regularly scheduled shifts in the same work week in which the employee worked the overtime.

15.2 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 that the Fair Labor Standards Act requires to be included.

15.3 Compensatory Time Off

A maximum of 240 hours may be accumulated as compensatory time off. Compensatory time off 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 accrued.

16. Call Back

16.1 Call-Back Pay

- (a) Employees who work two hours or less when called back to work and required to return to the workplace shall be compensated for three hours at straight time regardless of the time actually worked. This three-hour straight time compensation is called “call-back pay.” Employees may elect to be compensated in cash or compensatory time off for call-back pay.
- (b) Employees who work fewer than two hours when called back to work but who are not required to return to the workplace, and all employees who are called back to work for more than two hours, shall be compensated in accordance with the overtime provisions of Article 15 for the time they actually worked.

16.2 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 not contiguous with a shift worked by the employee.
- (b) The employee has departed from their work location.
- (c) The employee is required to make a job-related court appearance scheduled during off-duty hours.

16.3 Limitations on Call-Back Pay

- (a) When an employee is called back to work a second time within four hours of a previous call back, the employee will receive call-back pay only for the first time they are called back.
- (b) When an employee is called back for staff meetings or training sessions this Article shall not apply.

17. Standby Duty

17.1 Requirements of Standby Duty

An employee on standby duty is required to:

- (a) Be able to return all calls for service within no more than ten minutes;
- (b) Be able to respond at all hours by telephone; and

- (c) Refrain from activities that might impair their ability to effectively perform duties in response to calls.

17.2 The Department shall provide a cell phone to employees on standby duty.

17.3 Standby Pay

When on standby duty, the employee shall be compensated at the rate of \$2.65 per hour, except for weekends and holidays, when the rate shall be \$2.90 per hour. Standby pay and call-back pay cannot be earned at the same time.

18. 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 a night-shift premium of 5% of base salary. This rate shall apply to regular and overtime hours worked during this time period or shift. Night-shift compensation shall be paid on a bi-weekly basis.

19. 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 leaves of absence are not eligible to receive this pay while on leave.

Level I - \$80 biweekly

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

Level II - \$100 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.

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

20. Certified Trainer Pay

Certified Trainer pay will apply to BSCC Standards and Training for Corrections (STC) and Field Training Officer (FTO) assignments. The Chief Probation Officer or designee has sole discretion to select the qualified employees to provide training.

A “Certified Trainer” is an employee who is STC-certified to provide training or has been approved to teach an STC-certified course. When assigned by the Chief Probation Officer or designee to perform training activities, a Certified Trainer shall receive Certified Trainer Pay in the amount of 5% of their hourly base pay for the actual hours worked performing

such activities. A trainer may earn up to two hours per training day of incentive pay for preparation and post-training activities.

Field Training Officer assignments, when pre-approved by management, will qualify for this incentive only for the hours worked performing training activities and while assigned a trainee.

21. Probation Safety/Hazard Premium

PERS-eligible safety employees, as defined in California Public Employees Retirement Law, Government Code section 20438, in the Juvenile Hall Counselor and Probation Officer series shall receive a 5% hazard premium.

22. Longevity Pay

Full-time permanent employees with continuous years of County service (including employees reinstated under Article 32) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

1. Upon completion of 10 years, a \$500 one-time lump sum payment.
2. Upon completion of 15 years, a \$1,000 one-time lump sum payment.
3. Upon completion of 20 years, a \$1,500 one-time lump sum payment.
4. Upon completion of 25 years, a \$2,000 one-time lump sum payment.

23. Out of Class Assignment

23.1 In General

As a general rule, the Department shall avoid assigning an employee to work out of class 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. However, if the Department assigns an employee in a lower classification a majority of the duties of a higher job classification, then the provisions of this Article should be followed.

23.2 Assignment in Writing

Except in the case of an unexpected absence, the Chief Probation Officer or designee shall normally make an out-of-class assignment in writing and before the assignment begins.

23.3 Out-of-Class Differential

- (a) Employees shall be paid a differential of five percent of their standard hourly rate for all compensable hours worked in an out-of-class assignment, except that an employee who has worked in an out-of-class assignment for

10 or fewer consecutive workdays shall not receive the differential for vacation or sick leave hours taken during that initial period.

- (b) An employee who separates from service while in an out-of-class assignment shall not receive the out-of-class differential for accrued vacation or compensatory time off paid out at time of separation.

23.4 Exception for Underfilling

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

23.5 Duration of Out-of-Class Assignments

- (a) Any out-of-class assignment exceeding 60 consecutive workdays in a fiscal year requires the employee's written consent. Human Resources will place the consent document in the employee's personnel file and provide a copy to the Association.
- (b) Any employee who is promoted while working out-of-class in accordance with this Article for six months or more shall be assigned to the grade/step with an hourly pay rate immediately above the sum of the employee's existing hourly pay rate and the out-of-class differential.

24. Uniform Allowance, Damaged Apparel, and Other Expenses

24.1 Safety Glasses

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

24.2 Damaged Apparel

County will provide reasonable monetary reimbursement for any damaged apparel to employees, provided the damage occurred in the course of County employment and was outside the employee's control. The damage and cost of replacement shall be verified by the Chief Probation Officer or designee.

24.3 Clothing Allowance

The Department will provide required clothing (if any) bearing the Probation Department's insignia when the Department requires employees to wear such clothing. No employee shall use Probation Department insignia without the approval of the Chief Probation Officer.

25. Deferred Compensation

Effective the first full pay period after January 1, 2024 (pursuant to IRS rules), the County matches employee contributions in the 457 Deferred Compensation Retirement Plan up to \$900 for calendar year 2024 in a 401(a) plan.

Effective the first full pay period after January 1, 2025 (pursuant to IRS rules), the County matches employee contributions in the 457 Deferred Compensation Retirement Plan up to \$900 for calendar year 2025 in a 401(a) plan.

Effective the first full pay period after January 1, 2026 (pursuant to IRS rules), the County matches employee contributions in the 457 Deferred Compensation Retirement Plan up to \$600.00 for calendar year 2026 in a 401(a) plan.

IRS rules require matches to be approved every year by the Board of Supervisors.

PART 4. RETIREMENT

26. Retirement

- 26.1 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. The cost sharing rate for employees subject to the “2.5% at 55” retirement benefit formula shall be capped at 2.591% and shall decrease using the 50/50 formula until the cost share is at 0%.
- 26.2 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. There shall be no cost sharing applied to employees subject to the “2% at 60” formula.
- 26.3 County will provide new members (no prior service with a CalPERS or reciprocal agency within six 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, which makes the final determination for each employee’s retirement formula. New employees who were classic members when employed by another CalPERS or reciprocal agency within six months of employment with the County will be eligible for the “2% at 60 formula”. There shall be no cost sharing formula applied to employees receiving the “2% at 62” formula.
- 26.4 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.
- 26.5 County will continue its contract with the Public Employees’ Retirement System subject to all provisions of law. The 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; or
 - (iii) Apply accumulated sick leave in excess of 1,248 hours at retirement towards this provision.
- 26.6 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 highest three-year compensation provision and the 1959 Survivors Benefit.
- 26.7 County agrees to bear the total cost (100%) of any increases by CalPERS to the total employer contribution rate.

PART 5. INSURANCE AND HEALTH CARE

27. Health, Dental, and Life Insurance

27.1 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.

27.2 Contributions to the Plan

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

- (a) County’s 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:

County Health Insurance Premium Contribution

- (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 subsection 27.2(a) includes the enrollment contribution amount legally mandated under PEMHCA as described in subsection 27.1(a).

27.3 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.

27.4 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.

27.5 Countywide Benefits Committee

- (a) The parties agree to maintain the Countywide 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 Association.

27.6 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 100% coverage for diagnostic/preventive benefits, 80% co-insurance for basic dental benefits, 50% co-insurance for major benefits for the employee and their eligible dependents. The maximum annual dental benefit is \$3,100 per participant. The maximum lifetime orthodontic benefit is \$4,000.
- (b) County shall provide a DMO option in addition to Delta, which will include a co-payment of \$0-\$25 for diagnostic/preventive benefits, a co-payment of \$0-\$35 for basic dental benefits, a co-payment of \$0-\$40 for major benefits, and a copayment 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 separating from County service, an employee must be in a paid status in the month of separation in order to receive the County contribution for dental insurance for that month.

27.7 Life Insurance

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

27.8 Paid Status Requirements for Coverage

(a) Paid Status Requirement

Except as provided in subsection (c), an employee must be in paid status at least 40 hours per pay period to be entitled to the County's contribution towards health, dental and/or life insurance premiums. An employee who is in a paid status for less than 40 hours per pay period may elect to pay the amount of the County's share of the premium(s) in order to secure or maintain coverage.

(b) Part-Time Employees

Part-time employees working 40 hours or more per pay period shall be eligible to participate in the health, dental, and life 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 works 40 hours or more per pay period shall be eligible to receive the same County health, dental, and life insurance contributions as a full-time employee.

(c) Employees on Leave for Medical Reasons

(i) FMLA and CFRA Leave

The paid status requirement does not apply to an employee who is on leave pursuant to the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) for all or any portion of the same pay period in which the employee is on FMLA or CFRA leave.

(i) Leave Deemed Paid

An employee is in a paid status if they are using hours of accrued sick leave, vacation, or compensatory time off in conjunction with SDI benefits.

(ii) Authorized Unpaid Leave

An employee who is on an authorized leave without pay for medical reasons must be in a paid status for at least six hours in a pay period in which the costs of medical, dental, or life insurance premium(s) are deducted to be entitled to the County's contribution to the premium payment(s) for that pay period.

27.9 Retirement Health Benefits

(a) Long-Term Service Conversion

In lieu of any other health coverage provisions set forth in this Section 27.9, a retiring employee may elect the following: An employee who retires with 20 years or more of continuous, full-time County service (County service is also considered continuous if an employee is reinstated pursuant to Article 32 (Reinstatement of Benefits)) 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.

(b) 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 27.9(a) (Long-term Service Conversion) therein, and to employees who retire but who do not have sufficient sick leave to qualify for health coverage benefits under Article 27.9(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 120 days).

(c) 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.

27.10 Employee Assistance Program

County agrees to provide an Employee Assistance Program (EAP) that includes up to five sessions for each qualifying incident per employee and eligible family member per benefit year. An incident is defined as a separate and different occurrence, problem, or event.

PART 6. PAID AND UNPAID LEAVE

28. Vacation

28.1 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. The Chief Probation Officer or their designee shall give employees a reasonable opportunity to use such vacation so as not to exceed the maximum accrual.

VACATION LEAVE ACCRUALS		
Years of Continuous County Service	Hours of Vacation Accrued per Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Years 4 through 9	4.8 hours	300 maximum hours
Years 10 through 14	6.2 hours	400 maximum hours
Years 15 through 19	7.2 hours	400 maximum hours
Years 20 through 29	8.0 hours	400 maximum hours
Years 30 or more	9.0 hours	400 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, with approval of the Chief Probation Officer or designee, may take vacation privileges as earned.
 - (c) An employee shall have their vacation accrual date adjusted in accordance with the schedule set forth in Section 37.5 (Leave of Absence Without Pay-Salary Anniversary Date) when they are on leave without pay.
 - (d) An employee separating from service shall be entitled to payment for accrued and unused vacation at their base rate of pay.
 - (e) No person shall be permitted to engage in compensated work for the County in any capacity while receiving vacation pay.
- 28.2 Every for-cause employee may cash out up to 40 hours of accrued vacation time once each calendar year, provided that they meet all of the following requirements:

- (a) The employee makes an irrevocable election the prior calendar year (by December 31, 11:59 p.m.) stating the amount of vacation, up to 40 hours, they want to cash out the following year;
- (b) The employee uses at least 80 hours of vacation leave during the same calendar year that 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 28.2, they will not be eligible for the cash-out, even if the employee made a timely election pursuant to subsection (a).

29. Holidays

29.1 (a) Holidays Observed

The Board of Supervisors designates County holidays. The holidays listed below are observed by County as of the commencement of this MOU.

- (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) November 11 (Veterans' Day)
- (x) The fourth Thursday in November (Thanksgiving Day)
- (xi) The day following Thanksgiving Day
- (xii) December 24 (Winter Holiday)
- (xiii) December 25 (Winter Holiday)
- (xiv) Any day designated by the President of the United States or the Governor of the State of California to be a public holiday or day of observance, provided the designation does not provide for annual recurrence.

(b) Observance of Holidays Falling on a Saturday or Sunday

Except as to holidays designated pursuant to subsection (a)(xiv) above, which will be celebrated on the designated day, holidays falling on a Saturday will be observed the preceding Friday, and holidays falling on a Sunday will be observed the following Monday. However, if December 24 or 25 falls on a weekend, December 24 will be observed the preceding Friday, and December 25 will be observed the following Monday.

29.2 Permanent, part-time employees shall receive the same holiday benefits as full-time employees on a pro-rata basis.

29.3 Holiday Pay

- (a) To be eligible for holiday compensation, an employee must work or be in an approved paid status the workday before the holiday.
- (b) Employees whose shift begins on an actual or observed County holiday shall be compensated at time and a half for all hours worked on that shift, up to 12 hours. 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 a half, the employee shall earn eight hours of holiday credit calculated at straight time, which may be taken in cash or banked as holiday time off.
- (c) Employees eligible under paragraph (b) shall receive holiday pay on the day they work, regardless of whether they are working on the actual holiday or the day County observes the holiday. Employees who do not work on the day a holiday is observed by County, but work on the actual holiday, 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 shifts on both the actual and the observed holiday, the employee shall receive holiday pay and earn hours of holiday credit only on the actual holiday.

- (d) An employee scheduled to begin work on a paid holiday who is unable to do so for medical reasons shall receive holiday credit at straight time.

30. Personal Leave

Employees in a paid status the first pay period of the calendar year shall receive 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.

31. Sick Leave

31.1 Sick leave with pay up to the amount of the employee's accrued sick leave shall only 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 by this MOU or required by statute.

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

31.3 Doctor's Note

If both of the following criteria are met, the Chief Probation Officer 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:

- (a) The employee requesting sick leave has already used half of 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.

If the above criteria have been satisfied and an employee has been required to provide a doctor's note, subsection (a) will no longer apply to that employee.

31.4 Conversion of Vacation to Sick Leave

If an employee on vacation becomes ill, the employee may request a conversion of their vacation time to sick leave with pay if the illness lasts three or more workdays as verified in writing by a licensed physician, or if the employee is hospitalized for any period due to accident or illness.

31.5 Employees who have accumulated 500 to 1000 hours in their sick leave bank as of the beginning of the calendar year shall receive four hours of personal leave to be used for any purpose. Employees who have accumulated 1001 to 1500 hours in their sick leave bank as of the beginning of the calendar year shall receive eight hours of personal leave, and employees who have 1501 or more hours in their sick leave bank as of the beginning of the calendar year shall receive 16 hours of

personal leave. Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

32. Reinstatement of Benefits

A permanent employee who voluntarily separates from County employment while in good standing and who is rehired to any position within the Probation Department within 12 months of such separation shall receive the same vacation accrual rate, and their unused sick leave hours will be restored. However, sick leave hours will not be restored to retired employees reinstated as active employees if they elected to use those hours to increase their retirement benefits.

Further, service years credited to employees who satisfy the requirements of this Article shall be deemed continuous for purposes of Article 22 (Longevity Pay) and Section 27.9 (Long-term Service Conversion).

33. Bereavement Leave

33.1 Employees shall be granted leave with pay of up to 40 hours in a calendar year due to the death of a member of their immediate family. Of these 40 hours, up to four hours may be used once per calendar year in one block of time to attend a funeral for a person who does not meet the definition of “immediate family” in Section 33.2. 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.

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

- (a) Natural, step, adoptive parents and grandparents of the employee, grandparents of spouse;
- (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 of the employee and their children;
- (e) Present spouse of the employee;
- (f) Natural, step, or adoptive parent of the employee’s child;
- (g) Natural, step, or adoptive parents and grandparents of the employee’s spouse;
- (h) Natural, step, or adoptive grandchildren of the employee’s spouse;
- (i) Natural, step, or adoptive brothers and sisters of the employee’s spouse;
- (j) Present spouse of the employee’s natural, step, or adoptive brothers and sisters;

- (k) Son-in-law and daughter-in-law of the employee or their spouse; and
- (l) Registered domestic partner.

34. Critical Illness Leave

- 34.1 Employees shall be granted leave with pay of up to 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.
- 34.2 For purposes of this Article, “immediate family” is defined as in Section 33.2.

35. 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, state, and local law.

36. Leave of Absence for Judicial Purposes

- 36.1 An employee shall be excused from work if subpoenaed to appear as a non-party witness in a court with jurisdiction to compel their presence. Appearing in court for work-related reasons, including as a third-party witness subject to subpoena, is considered part of an employee’s regular job duties and is not subject to this leave provision.
- 36.2 An employee shall be excused from work when called for jury duty.
- 36.3 The County shall compensate employees who are absent as specified in Sections 36.1 and 36.2 in the amount of the difference between the employee’s regular earnings and any amount received by the employee as compensation for jury service or witness fees. Reimbursement for travel expenses shall not reduce the employee’s compensation.
- 36.4 In the event an employee who is assigned to work the graveyard shift is summoned to appear for jury duty on the morning after completing a shift, the employee may request an eight-hour period of rest in advance of reporting for jury duty without a loss in pay, provided the employee has given the supervisor 14 calendar days’ notice in advance of the date they have been summoned for jury duty. The rest period may be granted by assigning the employee to a different shift or reducing the time worked at the end of the graveyard shift preceding jury duty.

37. Leave of Absence Without Pay

- 37.1 Reason for Leave
A leave without pay may be granted for any of the following reasons:

- (a) Illness or disability;
- (b) An educational program;
- (c) Child care; or
- (d) For personal reasons deemed acceptable to the approving authority.

37.2 Time Limitations on Leaves of Absence Without Pay

- (a) All leave without pay will be calculated on a rolling year basis.
- (b) An employee may be granted a leave of absence without pay as follows:

Up to 120 Hours: upon written request approved by the Chief Probation Officer and the Director of Human Resources or their designees;

Between 120 Hours and One Year: upon approval of the Chief Probation Officer, the Director of Human Resources, and the County Executive Officer, or their respective designees;

More Than One Year: upon approval by the Board of Supervisors.

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

37.3 Early Return

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

37.4 Leaves of Absence Without Pay - Accrual Rates

An employee taking leave without pay shall earn sick leave, vacation leave, holidays and bilingual 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%.

37.5 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:

Number of Hours of Leave w/o Pay	Anniversary Date Extension
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...

37.6 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 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 (FMLA) 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.

37.7 Treatment of Holidays

An employee shall earn holiday credit in accordance with Section 37.4 whenever they are on leave without pay during a week when County observes a holiday.

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

(a) Alternating Leave

Except for an employee who is off work and receiving State Disability Insurance (SDI), Paid Family Leave (PFL), or Temporary Disability (TD) payments or except as otherwise provided by law, no employee shall be permitted to alternate the use of paid time off (vacation, sick leave, compensatory time off, etc.) with leave without pay.

(b) SDI Contributions

The full amount of the required contribution for SDI coverage shall be paid by the employee in the form of a salary deduction.

(c) Notice of Application or Non-Application for Benefits

An employee shall apply for SDI or PFL benefits as soon as they are eligible and notify Human Resources that they have submitted the application. If an employee eligible to receive SDI or PFL benefits chooses not to apply, the employee shall notify the Human Resources Director in writing, and Human Resources will then notify the Auditor-Controller. In the absence of notice of non-application by the employee, deductions shall be made from the employee's salary in the anticipated amount of SDI or PFL benefits.

(d) Benefits Substitute as Salary

No employee shall receive full salary from the County while at the same time receiving SDI or PFL benefits.

PART 7. WORKING CONDITIONS

38. Probationary Period

38.1 Duration of Probationary Period

Employees shall be subject to a probationary period of 12 months, which shall begin on the first date of employment. Upon promotion, employees shall be subject to a probationary period of six months. The probationary period may be extended as provided in Section 38.3.

38.2 Temporary, Extra Help or Provisional Service

Upon written request of the Chief Probation Officer or designee, Human Resources may approve counting up to a maximum of four 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; and
- (c) It must have been separated by no more than four calendar days from the date of the new appointment.

Notwithstanding satisfaction of 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.

38.3 Probationary Period Extension

(a) Extension by Department

The Department may extend an employee's probation period if (1) the Department has had insufficient time to evaluate the employee, or (2) additional time on probation might allow the retention of the employee. The Department shall notify the employee in writing of the probation extension prior to the end of the probationary period. The probation extension notification shall include an employee performance evaluation, reasons for the extension, and the duration of the probation extension. Once a manager and the probationary employee have signed the probation extension, it shall be forwarded to the Director of Human Resources or designee prior to the end of the probationary period for review and approval. The employee will receive the final probation extension form for their records.

- (b) Extension by Director of Human Resources
Prior to the end of the probationary period, the Director of Human Resources may extend an employee's probation for 30 calendar days. The Director shall sign a probation extension form stating the duration of and reason for the extension. The employee will receive the probation extension form for their records. An extension by the Director of Human Resources does not affect the authority of the Department to further extend the employee's probation period pursuant to subdivision (a).
- (c) Permanent Status
An employee attains permanent status when the probation extension expires unless otherwise notified prior to completion of the extended probationary period.

39. Work Schedule

39.1 Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours or days of work, or of the use of all listed work schedules by the Department. Further, this Article reflects the County's election of a 14-day work period pursuant to 29 U.S.C. § 207(k), as all Juvenile Hall Counselors and Probation Officers are law enforcement officers performing law enforcement duties. This election is intended to provide additional scheduling flexibility for both parties.

39.2 Work Schedules

- (a) Employees shall be assigned to work on specific days of the week, with regular shift starting and ending times, based on one of the following schedules:
 - (1) 7/80: Six 12-hour workdays and one 8-hour workday in a 14-day work period.
 - (2) 8/80: Eight 10-hour workdays in a 14-day work period.
 - (3) 9/80: Eight 9-hour workdays and one 8-hour workday in a 14-day work period.
 - (4) 10/80: Ten 8-hour workdays in a 14-day work period.
- (b) The 14-day work period is contiguous with a payroll period.

- (c) Employees are not entitled to their existing regular work schedules and may be reassigned based on business needs. However, the Department shall not change an employee's regular work schedule without 14 calendar days' notice to the employee, unless the employee consents to shorter notice. Overtime assignments, temporary schedule changes to accommodate trainings, an employee's scheduling request, and assignments to light duty as a temporary accommodation are not subject to this notice requirement.

39.3 Workday

A workday is the consecutive 24-hour period that begins at the same time as the start of the employee's work shift. An employee shall not be regularly scheduled to work more than one work shift in a workday.

39.4 Work Shift

- (a) A work shift comprises the specific hours each workday that an employee works based on their regular work schedule.
- (b) For employees assigned to a 8/80, 9/80, or 10/80 schedule, the length of an employee's work shift shall be the number of hours of work regularly assigned for that workday based on the employee's schedule, in addition to a standing unpaid lunch period of 60 minutes. A 30-minute lunch period may be approved by the employee's supervisor.
- (c) For employees assigned to a 7/80 schedule, the Department will provide lunch on the premises during a 30-minute paid lunch period. The employee's lunch period shall not extend the length of the employee's shift.
- (d) Shifts will have regular start and end times, which may vary by duty assignment.
- (e) At the employee's request and with the approval of the Chief Probation Officer or designee, the Department may temporarily modify an employee's shift start and/or end time for any workday(s) during their 14-day work period. The employee may be allowed to make up the missed time during the same work period. Hours worked under this provision shall not be considered overtime except when the total of hours actually worked exceeds 80 hours in the work period.
- (f) 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 actually worked. When Daylight Savings Time takes effect, these employees shall use one hour of paid or unpaid leave time.

39.5 Emergencies

The Chief Probation Officer or their designee may make temporary assignments to different or additional locations, shifts, shift times, or work duties for the purpose of meeting emergencies, as defined in Napa County Code section 2.80.020 or its successor. Emergency assignments shall not extend beyond the period of the emergency.

40. Rest Periods

Every employee shall be granted a rest period of up to fifteen minutes during each four hours or major fraction thereof of a working period, up to a total of thirty minutes per day. The Chief Probation Officer or designee 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.

41. Timekeeping For Full and Part-Time Employees

41.1 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.

41.2 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 end at 12:00 midnight on Friday, 26 pay periods later.

41.3 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 end at 12:00 midnight on Friday 26 pay periods later.

41.4 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.

42. Layoff Procedure

42.1 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.

42.2 Order for Consideration and 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) 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 Association on alternatives to layoffs and on the effects of such proposed layoffs. County's consultation with Association shall occur prior to any formal communication with the affected employees.

(c) Discussion Regarding Contractors Performing Same Services

In addition, Association 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 Association.

42.3 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 Section 42.1.

(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 Association.)

(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 Section 37.5 (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 Section 37.5 (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 others will not be offered employment in such position until such former or current employee has declined appointment as provided in Section 42.14(a) (Termination of Re-Employment Lists).

(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 Section 42.15 for definition.

42.4 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.
- (b) Subsection (a)(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.

42.5 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.

42.6 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 Section 38.1 (Duration of Probationary Period).

42.7 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 Section 42.6.
- (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

- (i) 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 Section 42.6 in lieu of layoff.

- (ii) 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 Association 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.

42.8 Notice Requirements

- (a) Notice to Employee

The Department Head shall provide an employee to be laid off at least 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. The term "working days," as used in this MOU, means Monday through Friday, with the exception of paid holidays provided for in this MOU.

- (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 working days after receiving the notice of layoff.

42.9 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 years from the effective date of their layoff. An employee who is rehired within the two 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 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 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.

42.10 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.

42.11 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 Section 9.2 (Salary on Demotion).

42.12 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.

42.13 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 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 year but within two years of the date of layoff or demotion, may at the Chief Probation Officer's discretion, serve a six-month probationary period.
- (iii) The person's salary shall be at the same salary 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 Section 42.9(c) may, at the Department Head's discretion, be required to serve a six-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 Section 42.7(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 Section 42.9(a). A person who accepts such reappointment within one 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 year of the date of layoff or demotion, but within two years of the date of layoff or demotion may, at the Department Head's discretion, serve a six-month probationary period. The person's salary shall be at the same salary step held as of the date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.

42.14 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 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 (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 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 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 step 5 salary than the class for which the re-employment list exists).

42.15 Limited Term Employees

- (a) A limited term employee has no displacement rights where the County eliminates their position due to layoff except as otherwise provided in this Section 42.15.

(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, 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) An LTD employee is afforded the displacement rights and subject to the layoff procedures as set forth in this Article 42 (e.g., displacement rights are exercised only within the same department as set forth in Section 42.5).

(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 this Article 42.

(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 this Article 42.

43. Interruption of Work

- 43.1 Association agrees that during the term of this Memorandum of Understanding neither 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 the County and its departments. In the event that any Association member participates in such activity in violation of this provision, the Association 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 his/her normal duties.
- 43.2 County shall have the right to deny all usage of sick leave by any employee if the County Administrator has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity. This provision shall be interpreted so as to limit the denial of sick leave to the time in question.

PART 8. DISCIPLINE

44. Discipline

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

44.1 Letter of Reprimand

Management may issue a letter of reprimand. If an employee does not agree with the letter of reprimand, they have 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 44.7. Failure to request an appeal hearing within 10 working days constitutes a waiver of the employee's right to appeal. The decision of the Appeal Officer in Section 44.7 shall be final, and there shall be no further right of appeal. Sections 44.2, 44.4, 44.5, 44.6, and 44.8 of this Article shall not apply to letters of reprimand.

44.2 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.

44.3 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.

44.4 Notice of Proposed Discipline

Before imposing discipline on the basis of just cause, the Probation 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 five 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 44.5. 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.

44.5 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.

44.6 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 working days of receipt of written documentation from the employee or within ten 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 working days from receipt of the Notice of Discipline, not including the day of receipt, to invoke their right to a post-disciplinary appeal hearing. Failure to request an appeal hearing within ten working days constitutes a waiver of the employee's right to appeal.

44.7 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 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.

44.8 Appeal to Administrative Law Judge

Within ten working days from the receipt of the Appeal Officer's decision, not including the day of receipt, the employee may appeal the decision by requesting a hearing before an Administrative Law Judge.

Any fees or expenses of the Administrative Law Judge shall be paid by the County. The cost of an original transcript of the hearing, if any, shall be shared equally by the parties. All other expenses, including, but not limited to, fees for witnesses (if any), and similar costs incurred by the parties in regard to the appeal to the Administrative Law Judge will be the responsibility of the party incurring the cost.

PART 9. PERSONNEL FILES

45. Personnel Files & Performance Evaluations

45.1 Inspection of Personnel Files

The Department shall observe the provisions of the Public Safety Officers Procedural Bill of Rights Act in regard to inspection of personnel files.

45.2 Performance Evaluation Appeals

- (a) An employee may appeal any portion of a performance evaluation to the Director of Human Resources only if all of the following conditions apply:
 - (i) The evaluation triggers a step increase;
 - (ii) The overall rating is unsatisfactory or below standards;
 - (iii) The employee is not on probation; and
 - (iv) The employee seeks to appeal the application of performance standards or measures to the employee's performance. The performance standards and measures themselves are a matter of management right and cannot be appealed.
- (b) The following shall constitute the appeals process:
 - (i) The employee must complete the internal review process outlined on the performance evaluation form.
 - (ii) Upon completion of the internal review process, an employee has 10 working days to submit a written appeal to the Director.
 - (iii) The Director will evaluate the appeal and provide the employee with a decision in writing. The performance evaluation will be presumed to be valid unless the employee establishes there is no reasonable basis for the rating.
- (c) The Director's decision shall be final. Evaluation appeals are not subject to the disciplinary appeal procedure.

45.3 Step Increases and Timeliness of Performance Evaluations

Employees due a step increase whose evaluations are late will receive the increase automatically, provided the step increase date has not been extended in accordance with County personnel policies.

PART 10. MISCELLANEOUS

46. Management Rights

46.1 Management Rights

The County's right to direct the work force includes but is 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 action; 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.

46.2 Confer Regarding Effects

The County's exercise of such rights shall not preclude the Association from communicating with the County about the consequences the decisions concerning these matters may have on wages, hours, and other terms and conditions of employment.

46.3 Not Grievable

The County's exercise of management rights under this Article 46 is neither grievable nor arbitrable.

47. 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 to the extent permitted by law. If any provision of this MOU is determined 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.

48. Obligation to Support

Upon ratification by Association, 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 the Board approves it; enacts necessary amendments to all County ordinances, resolutions, and rules; and appropriates the funds necessary to implement the provisions of this MOU. 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.

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 Association 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.

49. Full Understanding, Modifications, Waiver

49.1 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.

49.2 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.

49.3 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 the County's Board of Supervisors.

49.4 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.

49.5 County will notify Association 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 Probation Unit. Association will

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

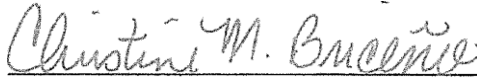
50. Authorized Agents

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

The County's principal authorized agent shall be the Director of Human Resources or their duly authorized representative, except where a particular management representative is designated in connection with the performance of a specified function or obligation set forth herein.

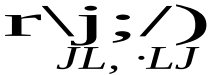
The Association's principal authorized agent shall be the President or their duly authorized representative, except where a particular Association representative is designated in connection with the performance of a specified function or obligation set forth herein.

FOR NAPA COUNTY



Christine Briceno, Director of
Human Resources

Faye I}rewton-Shannon, Assistant
Director af--Htnnan Resources



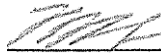
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Chief Deputy Probation Officer



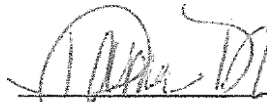
J{;i,
/hiefNegotiator

FOR THE NAPA COUNTY PROBATION
PROFESSIONALS ASSOCIATION



Matthew Goodrich, President

Tani Williams, vice President



Tamara Dreyer, Treasur r

/ A e S ecretary -

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Teresa Gallegos, Director



Christopher W. Miller, Chief Negotiator

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.

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.

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 six 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.

Cost Sharing of Benefits by the Parties is as follows:

- (a) Retirement Tier 2.0% @ 62 – Zero Cost Share – Employees in this group shall pay the statutory rate as defined by CalPERS.
- (b) Retirement Tier 2.0% @ 60 – Zero Cost Share – Employees in this group shall pay the statutory rate as defined by CalPERS.

(c) Retirement Tier 2.5% @ 55 – 2.591% of pensionable wages from July 1, 2022, through June 30, 2023, in addition to the minimum statutory rate as defined by CalPERS.

Subsequent Years:

Beginning FY 2023-2024, any **decreases** in the total employer contribution rates from year to year will be shared equally (50/50) by the parties. After the decrease is applied, the new employee cost sharing amount for Retirement Tier 2.5% @ 55 shall become the new maximum cost sharing cap each year until such time as the employee cost share rate becomes zero. At that time, the cost share agreement shall be ended, and employees in this tier shall pay the statutory rate as defined by CalPERS.

APPENDIX B
TABLE OF CLASSES

Represented Classes

Probation Officer I

Probation Officer II

Probation Officer III

Juvenile Hall Counselor I

Juvenile Hall Counselor II

Senior Juvenile Hall Counselor

NAPA COUNTY



A Tradition of Stewardship
A Commitment to Service



MEMORANDUM OF UNDERSTANDING SUPERVISORY PROBATION UNIT

July 1, 2022 – June 30, 2026

NAPA COUNTY PROBATION PROFESSIONALS ASSOCIATION

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PREAMBLE

IT IS HEREBY AGREED by and between the NAPA COUNTY (“County”) and the NAPA COUNTY PROBATION PROFESSIONALS ASSOCIATION (“Association”), acting pursuant to and in compliance with the terms and provisions of Sections 3500 et seq. of the California Government Code, that the following wages, hours and other terms and conditions of employment shall be applicable to the employees in the Supervisory Probation Unit (“Unit”). The term “employee” or “employees” as used herein shall refer to those persons in the Unit who are included in the employee classifications listed in Appendix B.

The relationship between the Association and the County is governed by the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.), the County’s Employer-Employee Relations Policy, and this Memorandum of Understanding (MOU). Whenever this MOU contains a provision relating to subject matter that is also referred to in any other County ordinance, policy, or regulation within the scope of representation, the provisions of this MOU shall prevail.

PART 1. ADMINISTRATION

1. Term

This Memorandum of Understanding shall be effective from July 1, 2022, to June 30, 2026, and shall remain effective during the negotiation for the successor Memorandum of Understanding.

2. Labor Management Committee

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.

3. Grievance Procedure

3.1 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 Association, its representatives, the County, or any employee or employees who may be involved in a grievance.

3.2 Grievance Defined

A “grievance” is a complaint by the Association, on behalf of itself or any one or number of its members, over the interpretation, application, or compliance with this MOU or Probation Department policies falling within the scope of representation.

3.3 Employee Right to Representation

An employee represented by the Association 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.

3.4 Form of Grievance

Grievances shall be submitted on a form prescribed by Human Resources and the Association. 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 Probation Department 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 or Association representative.

3.5 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.

3.6 Association as Grievant

Grievances may be prosecuted by the Association on behalf of itself or any one or number of its members. The County shall not accept a grievance submitted by any party other than the Association. This provision does not preclude an employee who is not represented by the Association from filing a complaint.

3.7 Waivers and Time Limits

Failure to initiate a grievance within the time limits specified herein shall void the Association's right to grieve the matter. Failure by management to reply to a grievance within the time limits specified automatically grants to the Association the right to process the grievance to the next level. If the Association fails to appeal to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration. Any level of review, or any time limits established in this procedure, may only 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.

3.8 Processing of Grievances

The following procedure shall be followed by the Association when submitting a grievance:

(a) Step 1 - Informal Grievance to Supervisor

Within 10 working days from the occurrence of the matter on which the grievance is based, or within 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 orally to their immediate supervisor. The employee may be represented by the Association during this discussion. Within 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 Association 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.

Exhibit

(b) Step 2 - Written Grievance to the Chief Probation Officer

If the Association is dissatisfied with the resolution at the previous step, the Association may, within 10 working days of date of receipt, present the grievance in writing to the Chief Probation Officer on the form required in Section 3.4, with a copy to Human Resources. Within ten working days after receipt of the grievance, the Chief Probation Officer or their designee shall hold a hearing. The Chief or their designee shall render a written final decision to the grieving party no later than ten working days after the Step 2 hearing, with a copy to Human Resources.

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

Within 10 working days from the receipt of the written decision of the Chief Probation Officer or their designee, the Association 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 30 working days from date of receipt of the grievance the Director of Human Resources shall conduct a hearing and render a written decision.

(d) Step 4 - 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 or the interpretation, application, or compliance with Probation Department policies within the scope of representation. Arbitration of a grievance shall be limited to the specific grounds set forth in the formal grievance as originally filed by the Association.

Within 10 working days from receipt of the decision of the Director of Human Resources, the Association may request arbitration as follows:

(1) 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 Association. 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.

(2) Binding Arbitration

Within 15 working days from the date of the Association'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 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.

(3) Unless the time limits contained in Section 3.8(d)(2) 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.

(4) 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 Association 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 Association during their non-work hours will not be paid by the County.

(5) 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.

PART 2. ASSOCIATION SECURITY

4. Recognition

Pursuant to Sections 3500-3510 of the Government Code and subject to the provisions of the County's Employer-Employee Relations Policy, the Napa County recognizes the Napa County Probation Professionals Association as the exclusive representative of County employees in the Probation Unit.

5. Payroll Deduction

- 5.1 Upon the written authorization of an employee and approval by the Association President and Secretary/Treasurer, County shall deduct from the accrued wages of each such employee, after all other required deductions have been made, the sum certified as Association dues, fees, assessments and insurance premiums and deliver the sum to the Association. Such deductions shall be made on a bi-weekly basis but no more than twice in a calendar month.
- 5.2 For purposes of the deductions specified in Section 5.1, the Association's authorized representative shall notify the County in writing of any changes to its membership count at least 10 working days in advance of the first bi-weekly payroll period in the following month. County shall implement any change in dues as soon as practicable.
- 5.3 The Association must give two full pay periods prior notice before the effective date of any change.
- 5.4 Delivery of the aggregate amount of Association dues, fees, assessments and insurance premiums deducted from the salaries of employees covered hereunder shall be made by County on the same day as employees are paid.
- 5.5 An employee who previously has authorized the deduction of association dues, fees, assessments or insurance premiums from their accrued wages may request in writing to the County and the Association to cancel said deductions. Upon reasonable notice, County shall stop deductions the first pay period in the month following its receipt of the employee's written notification.
- 5.6 Association agrees to indemnify and hold County harmless from any and all demands, suits, orders, judgments or other forms of liability brought by a third party that may arise out of or by reason of action taken by the County under this Article 5.

6. Release Time

6.1 Definition

“Release time” means release from work with pay for the following purposes within the scope of representation, as defined by Government Code sections 3500 et seq.: investigating and processing grievances; participating in the meet and confer process; contract negotiations and related activities; attending Labor-Management Committee meetings; participating in off-site training related to Association representation.

6.2 Notice and Approval

The representative(s) desiring to take release time must give reasonable notice to their supervisor before taking release time. Release time shall be granted to representatives promptly unless the representative’s absence will cause an undue interruption of work. Approval for more than five representatives must be obtained in advance from the Director of Human Resources or designee.

6.3 Access to Workplace

Association representatives may have access to a work location and employees during working hours for the purpose of conducting Association business. Association agrees that its representatives will not unduly interfere with Probation Department operations.

6.4 Training Bank

Association shall be afforded a pool of 80 hours with pay per year for its representatives to use for training purposes.

6.5 Bulletin Boards

County will furnish reasonable bulletin board space to Association at all work locations. Material shall be posted and removed only by Association representatives. The boards shall be used for the following subjects:

- (i) Association contact information;
- (ii) Association recreational, social and related Association news bulletin;
- (ii) Scheduled Association meetings;
- (iii) Information concerning Association elections or results thereof;
- (iv) Reports of official business of Association, including newsletters, reports of committees; and
- (v) Association governance documents

Any other written material must first be approved and initialed by the Chief Probation Officer or a designee.

6.6 Electronic Bulletin Board

County shall create a “shared folder” for use by Association’s representatives for subjects identified in Section 6.5. Any other material posted shall first be approved by the Director of Human Resources. Association shall designate and identify for County three Association members who shall have the exclusive ability to post items to the shared folder. All members will automatically receive an email alert when a new message is posted on the Association’s Electronic Bulletin Board. The use of a shared folder shall be discontinued if County determines the folder has been used in a manner other than described, or if use of and/or access to the folder by employees is deemed to be disruptive to the workplace.

7. **Onsite Meetings**

Association 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 manager or designee.

PART 3. SALARIES AND OTHER COMPENSATION

8. Salaries

8.1 Wages

Effective with the first pay period following ratification and adoption of this MOU by the Napa County Board of Supervisors, the County will increase salaries 7.0% for all employees in the unit who have not been Y-rated.

The County will issue a one-time inflation adjustment lump sum of \$1,500 minus applicable payroll deductions for all represented classifications in the bargaining unit, paid in the first pay period following the ratification and adoption by the Napa County Board of Supervisors.

Effective the first full pay period in July 2023, the County will increase salaries 3.25% for all employees in the unit who have not been Y-rated.

Effective the first full pay period in July 2024, the County will increase salaries 3.0% for all employees in the unit who have not been Y-rated.

Effective the first full pay period in July 2025, the County will increase salaries 3.0% for all employees in the unit who have not been Y-rated.

8.2 Equity Study

Association may request, or County may initiate, an equity study of a classification series (series). An Association 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 benchmark at comparable agencies, the classification shall receive an equity adjustment equal to an amount that brings the benchmark up to the median salary of comparable agencies.

The agreed upon benchmark classifications will be Probation Officer II and Juvenile Hall Counselor II. The comparable agencies shall be the counties of Marin, Santa Cruz, Contra Costa, Solano, Monterey and Sonoma.

9. Salary on Demotion

- 9.1 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.
- 9.2 If an employee accepts a demotion to a vacant lower class in a different series in the same department in lieu of layoff, 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.

10. 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.

11. 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.

12. 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:

- 12.1 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.
- 12.2 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.

12.3 In both cases, the employee shall retain the same salary anniversary date.

13. Salary on Position Reclassification

13.1 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 the employee's 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.

13.2 Neither Association 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 10 (Salary on Promotion), 11 (Salary on Transfer), 12 (Changes in Salary Allocation), or 13 (Salary on Position Reclassification).

14. Salary Anniversary Date

14.1 "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.

14.2 The effective date of any change in connection with Articles 10 (Salary on Promotion), 11 (Salary on Transfer), 12 (Changes in Salary Allocation), or 13 (Salary on Position Reclassification) shall be the first day of the biweekly pay period in which the change occurs.

15. Overtime

15.1 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 timecard for the pay period in which it was worked.
- (b) Overtime is defined as:
 - (i) Any time actually worked in excess of the employee's regularly assigned shift in a consecutive 24-hour period.
 - (ii) Any time actually worked in excess of 80 compensable hours during a consecutive 14-day work period, provided that the additional work took place at times other than during the employee's regularly scheduled shifts, and further provided that the employee was not absent due to vacation, compensatory time off, holiday, sick leave, any other paid leave, or a combination thereof for more than one day of their regularly scheduled shifts in the same work week in which the employee worked the overtime.

15.2 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 that the Fair Labor Standards Act requires to be included.

15.3 Compensatory Time Off

A maximum of 240 hours may be accumulated as compensatory time off. Compensatory time off 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 accrued.

16. Call Back

16.1 Call-Back Pay

- (a) Employees who work two hours or less when called back to work and required to return to the workplace shall be compensated for three hours at straight time regardless of the time actually worked. This three-hour straight time compensation is called “call-back pay.” Employees may elect to be compensated in cash or compensatory time off for call-back pay.
- (b) Employees who work fewer than two hours when called back to work but who are not required to return to the workplace, and all employees who are called back to work for more than two hours, shall be compensated in accordance with the overtime provisions of Article 15 for the time they actually worked.

16.2 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 not contiguous with a shift worked by the employee.
- (b) The employee has departed from their work location.
- (c) The employee is required to make a job-related court appearance scheduled during off-duty hours.

16.3 Limitations on Call-Back Pay

- (a) When an employee is called back to work a second time within four hours of a previous call back, the employee will receive call-back pay only for the first time they are called back.
- (b) When an employee is called back for staff meetings or training sessions this Article shall not apply.

17. Standby Duty

17.1 Requirements of Standby Duty

An employee on standby duty is required to:

- (a) Be able to return all calls for service within no more than ten minutes;
- (b) Be able to respond at all hours by telephone; and

- (c) Refrain from activities that might impair their ability to effectively perform duties in response to calls.

17.2 The Department shall provide a cell phone to employees on standby duty.

17.3 Standby Pay

When on standby duty, the employee shall be compensated at the rate of \$2.65 per hour, except for weekends and holidays, when the rate shall be \$2.90 per hour. Standby pay and call-back pay cannot be earned at the same time.

18. 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 a night-shift premium of 5% of base salary. This rate shall apply to regular and overtime hours worked during this time period or shift. Night-shift compensation shall be paid on a bi-weekly basis.

19. 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 leaves of absence are not eligible to receive this pay while on leave.

Level I - \$80 biweekly

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

Level II - \$100 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.

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

20. Certified Trainer Pay

Certified Trainer pay will apply to BSCC Standards and Training for Corrections (STC) and Field Training Officer (FTO) assignments. The Chief Probation Officer or designee has sole discretion to select the qualified employees to provide training.

A “Certified Trainer” is an employee who is STC-certified to provide training or has been approved to teach an STC-certified course. When assigned by the Chief Probation Officer or designee to perform training activities, a Certified Trainer shall receive Certified Trainer Pay in the amount of 5% of their hourly base pay for the actual hours worked performing

such activities. A trainer may earn up to two hours per training day of incentive pay for preparation and post-training activities.

Field Training Officer assignments, when pre-approved by management, will qualify for this incentive only for the hours worked performing training activities and while assigned a trainee.

21. Probation Safety/Hazard Premium

PERS-eligible safety employees, as defined in California Public Employees Retirement Law, Government Code section 20438, in the Juvenile Hall Counselor and Probation Officer series shall receive a 5% hazard premium.

22. Longevity Pay

Full-time permanent employees with continuous years of County service (including employees reinstated under Article 32) shall receive longevity pay in the pay period following milestone anniversary dates, as indicated below:

1. Upon completion of 10 years, a \$500 one-time lump sum payment.
2. Upon completion of 15 years, a \$1,000 one-time lump sum payment.
3. Upon completion of 20 years, a \$1,500 one-time lump sum payment.
4. Upon completion of 25 years, a \$2,000 one-time lump sum payment.

23. Out of Class Assignment

23.1 In General

As a general rule, the Department shall avoid assigning an employee to work out of class 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. However, if the Department assigns an employee in a lower classification a majority of the duties of a higher job classification, then the provisions of this Article should be followed.

23.2 Assignment in Writing

Except in the case of an unexpected absence, the Chief Probation Officer or designee shall normally make an out-of-class assignment in writing and before the assignment begins.

23.3 Out-of-Class Differential

- (a) Employees shall be paid a differential of five percent of their standard hourly rate for all compensable hours worked in an out-of-class assignment, except that an employee who has worked in an out-of-class assignment for

10 or fewer consecutive workdays shall not receive the differential for vacation or sick leave hours taken during that initial period.

- (b) An employee who separates from service while in an out-of-class assignment shall not receive the out-of-class differential for accrued vacation or compensatory time off paid out at time of separation.

23.4 Exception for Underfilling

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

23.5 Duration of Out-of-Class Assignments

- (a) Any out-of-class assignment exceeding 60 consecutive workdays in a fiscal year requires the employee's written consent. Human Resources will place the consent document in the employee's personnel file and provide a copy to the Association.
- (b) Any employee who is promoted while working out-of-class in accordance with this Article for six months or more shall be assigned to the grade/step with an hourly pay rate immediately above the sum of the employee's existing hourly pay rate and the out-of-class differential.

24. Uniform Allowance, Damaged Apparel, and Other Expenses

24.1 Safety Glasses

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

24.2 Damaged Apparel

County will provide reasonable monetary reimbursement for any damaged apparel to employees, provided the damage occurred in the course of County employment and was outside the employee's control. The damage and cost of replacement shall be verified by the Chief Probation Officer or designee.

24.3 Clothing Allowance

The Department will provide required clothing (if any) bearing the Probation Department's insignia when the Department requires employees to wear such clothing. No employee shall use Probation Department insignia without the approval of the Chief Probation Officer.

25. Deferred Compensation

Effective the first full pay period after January 1, 2024 (pursuant to IRS rules), the County matches employee contributions in the 457 Deferred Compensation Retirement Plan up to \$900 for calendar year 2024 in a 401(a) plan.

Effective the first full pay period after January 1, 2025 (pursuant to IRS rules), the County matches employee contributions in the 457 Deferred Compensation Retirement Plan up to \$900 for calendar year 2025 in a 401(a) plan.

Effective the first full pay period after January 1, 2026 (pursuant to IRS rules), the County matches employee contributions in the 457 Deferred Compensation Retirement Plan up to \$600.00 for calendar year 2026 in a 401(a) plan.

IRS rules require matches to be approved every year by the Board of Supervisors.

PART 4. RETIREMENT

26. Retirement

- 26.1 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. The cost sharing rate for employees subject to the “2.5% at 55” retirement benefit formula shall be capped at 2.591% and shall decrease using the 50/50 formula until the cost share is at 0%.
- 26.2 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. There shall be no cost sharing applied to employees subject to the “2% at 60” formula.
- 26.3 County will provide new members (no prior service with a CalPERS or reciprocal agency within six 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, which makes the final determination for each employee’s retirement formula. New employees who were classic members when employed by another CalPERS or reciprocal agency within six months of employment with the County will be eligible for the “2% at 60 formula”. There shall be no cost sharing formula applied to employees receiving the “2% at 62” formula.
- 26.4 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.
- 26.5 County will continue its contract with the Public Employees’ Retirement System subject to all provisions of law. The 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; or
 - (iii) Apply accumulated sick leave in excess of 1,248 hours at retirement towards this provision.
- 26.6 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 highest three-year compensation provision and the 1959 Survivors Benefit.
- 26.7 County agrees to bear the total cost (100%) of any increases by CalPERS to the total employer contribution rate.

PART 5. INSURANCE AND HEALTH CARE

27. Health, Dental, and Life Insurance

27.1 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.

27.2 Contributions to the Plan

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

- (a) County’s 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:

County Health Insurance Premium Contribution

- (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 subsection 27.2(a) includes the enrollment contribution amount legally mandated under PEMHCA as described in subsection 27.1(a).

27.3 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.

27.4 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.

27.5 Countywide Benefits Committee

- (a) The parties agree to maintain the Countywide 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 Association.

27.6 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 100% coverage for diagnostic/preventive benefits, 80% co-insurance for basic dental benefits, 50% co-insurance for major benefits for the employee and their eligible dependents. The maximum annual dental benefit is \$3,100 per participant. The maximum lifetime orthodontic benefit is \$4,000.
- (b) County shall provide a DMO option in addition to Delta, which will include a co-payment of \$0-\$25 for diagnostic/preventive benefits, a co-payment of \$0-\$35 for basic dental benefits, a co-payment of \$0-\$40 for major benefits, and a copayment 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 separating from County service, an employee must be in a paid status in the month of separation in order to receive the County contribution for dental insurance for that month.

27.7 Life Insurance

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

27.8 Paid Status Requirements for Coverage

(a) Paid Status Requirement

Except as provided in subsection (c), an employee must be in paid status at least 40 hours per pay period to be entitled to the County's contribution towards health, dental and/or life insurance premiums. An employee who is in a paid status for less than 40 hours per pay period may elect to pay the amount of the County's share of the premium(s) in order to secure or maintain coverage.

(b) Part-Time Employees

Part-time employees working 40 hours or more per pay period shall be eligible to participate in the health, dental, and life 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 works 40 hours or more per pay period shall be eligible to receive the same County health, dental, and life insurance contributions as a full-time employee.

(c) Employees on Leave for Medical Reasons

(i) FMLA and CFRA Leave

The paid status requirement does not apply to an employee who is on leave pursuant to the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) for all or any portion of the same pay period in which the employee is on FMLA or CFRA leave.

(i) Leave Deemed Paid

An employee is in a paid status if they are using hours of accrued sick leave, vacation, or compensatory time off in conjunction with SDI benefits.

(ii) Authorized Unpaid Leave

An employee who is on an authorized leave without pay for medical reasons must be in a paid status for at least six hours in a pay period in which the costs of medical, dental, or life insurance premium(s) are deducted to be entitled to the County's contribution to the premium payment(s) for that pay period.

27.9 Retirement Health Benefits

(a) Long-Term Service Conversion

In lieu of any other health coverage provisions set forth in this Section 27.9, a retiring employee may elect the following: An employee who retires with 20 years or more of continuous, full-time County service (County service is also considered continuous if an employee is reinstated pursuant to Article 32 (Reinstatement of Benefits)) 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.

(b) 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 27.9(a) (Long-term Service Conversion) therein, and to employees who retire but who do not have sufficient sick leave to qualify for health coverage benefits under Article 27.9(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 120 days).

(c) 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.

27.10 Employee Assistance Program

County agrees to provide an Employee Assistance Program (EAP) that includes up to five sessions for each qualifying incident per employee and eligible family member per benefit year. An incident is defined as a separate and different occurrence, problem, or event.

PART 6. PAID AND UNPAID LEAVE

28. Vacation

- 28.1 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. The Chief Probation Officer or their designee shall give employees a reasonable opportunity to use such vacation so as not to exceed the maximum accrual.

VACATION LEAVE ACCRUALS		
Years of Continuous County Service	Hours of Vacation Accrued per Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Years 4 through 9	4.8 hours	416 maximum hours
Years 10 through 14	6.2 hours	300 maximum hours
Years 15 through 19	7.2 hours	400 maximum hours
Years 20 through 29	8.0 hours	400 maximum hours
Years 30 or more	9.0 hours	400 maximum hours

- (a) An employee's new vacation accrual rate will be the rate of the pay period following the anniversary date of the year referenced in the above schedule.
- (b) Each employee, with approval of the Chief Probation Officer or designee, may take vacation privileges as earned.
- (c) An employee shall have their vacation accrual date adjusted in accordance with the schedule set forth in Section 37.5 (Leave of Absence Without Pay-Salary Anniversary Date) when they are on leave without pay.
- (d) An employee separating from service shall be entitled to payment for accrued and unused vacation at their base rate of pay.
- (e) No person shall be permitted to engage in compensated work for the County in any capacity while receiving vacation pay.

- 28.2 Every for-cause employee may cash out up to 40 hours of accrued vacation time once each calendar year, provided that they meet all of the following requirements:

- (a) The employee makes an irrevocable election the prior calendar year (by December 31, 11:59 p.m.) stating the amount of vacation, up to 40 hours, they want to cash out the following year;

- (b) The employee uses at least 80 hours of vacation leave during the same calendar year that 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 28.2, they will not be eligible for the cash-out, even if the employee made a timely election pursuant to subsection (a).

29. Holidays

29.1 (a) Holidays Observed

The Board of Supervisors designates County holidays. The holidays listed below are observed by County as of the commencement of this MOU.

- (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) November 11 (Veterans' Day)
- (x) The fourth Thursday in November (Thanksgiving Day)
- (xi) The day following Thanksgiving Day
- (xii) December 24 (Winter Holiday)
- (xiii) December 25 (Winter Holiday)
- (xiv) Any day designated by the President of the United States or the Governor of the State of California to be a public holiday or day of observance, provided the designation does not provide for annual recurrence.

(b) Observance of Holidays Falling on a Saturday or Sunday

Except as to holidays designated pursuant to subsection (a)(xiv) above, which will be celebrated on the designated day, holidays falling on a Saturday will be observed the preceding Friday, and holidays falling on a Sunday will be observed the following Monday. However, if December 24 or 25 falls on a weekend, December 24 will be observed the preceding Friday, and December 25 will be observed the following Monday.

29.2 Permanent, part-time employees shall receive the same holiday benefits as full-time employees on a pro-rata basis.

29.3 Holiday Pay

- (a) To be eligible for holiday compensation, an employee must work or be in an approved paid status the workday before the holiday.
- (b) Employees whose shift begins on an actual or observed County holiday shall be compensated at time and a half for all hours worked on that shift, up to 12 hours. 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 a half, the employee shall earn eight hours of holiday credit calculated at straight time, which may be taken in cash or banked as holiday time off.
- (c) Employees eligible under paragraph (b) shall receive holiday pay on the day they work, regardless of whether they are working on the actual holiday or the day County observes the holiday. Employees who do not work on the day a holiday is observed by County, but work on the actual holiday, 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 shifts on both the actual and the observed holiday, the employee shall receive holiday pay and earn hours of holiday credit only on the actual holiday.

- (d) An employee scheduled to begin work on a paid holiday who is unable to do so for medical reasons shall receive holiday credit at straight time.

30. Personal Leave

Employees in a paid status the first pay period of the calendar year shall receive 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.

31. Sick Leave

31.1 Sick leave with pay up to the amount of the employee's accrued sick leave shall only 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 by this MOU or required by statute.

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

31.3 Doctor's Note

If both of the following criteria are met, the Chief Probation Officer 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:

- (a) The employee requesting sick leave has already used half of 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.

If the above criteria have been satisfied and an employee has been required to provide a doctor's note, subsection (a) will no longer apply to that employee.

31.4 Conversion of Vacation to Sick Leave

If an employee on vacation becomes ill, the employee may request a conversion of their vacation time to sick leave with pay if the illness lasts three or more workdays as verified in writing by a licensed physician, or if the employee is hospitalized for any period due to accident or illness.

31.5 Employees who have accumulated 500 to 1000 hours in their sick leave bank as of the beginning of the calendar year shall receive four hours of personal leave to be used for any purpose. Employees who have accumulated 1001 to 1500 hours in their sick leave bank as of the beginning of the calendar year shall receive eight hours of personal leave, and employees who have 1501 or more hours in their sick leave bank as of the beginning of the calendar year shall receive 16 hours of

personal leave. Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

32. Reinstatement of Benefits

A permanent employee who voluntarily separates from County employment while in good standing and who is rehired to any position within the Probation Department within 12 months of such separation shall receive the same vacation accrual rate, and their unused sick leave hours will be restored. However, sick leave hours will not be restored to retired employees reinstated as active employees if they elected to use those hours to increase their retirement benefits.

Further, service years credited to employees who satisfy the requirements of this Article shall be deemed continuous for purposes of Article 22 (Longevity Pay) and Section 27.9 (Long-term Service Conversion).

33. Bereavement Leave

33.1 Employees shall be granted leave with pay of up to 40 hours in a calendar year due to the death of a member of their immediate family. Of these 40 hours, up to four hours may be used once per calendar year in one block of time to attend a funeral for a person who does not meet the definition of “immediate family” in Section 33.2. 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.

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

- (a) Natural, step, adoptive parents and grandparents of the employee, grandparents of spouse;
- (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 of the employee and their children;
- (e) Present spouse of the employee;
- (f) Natural, step, or adoptive parent of the employee’s child;
- (g) Natural, step, or adoptive parents and grandparents of the employee’s spouse;
- (h) Natural, step, or adoptive grandchildren of the employee’s spouse;
- (i) Natural, step, or adoptive brothers and sisters of the employee’s spouse;
- (j) Present spouse of the employee’s natural, step, or adoptive brothers and sisters;

- (k) Son-in-law and daughter-in-law of the employee or their spouse; and
- (l) Registered domestic partner.

34. Critical Illness Leave

- 34.1 Employees shall be granted leave with pay of up to 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.
- 34.2 For purposes of this Article, “immediate family” is defined as in Section 33.2.

35. 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, state, and local law.

36. Leave of Absence for Judicial Purposes

- 36.1 An employee shall be excused from work if subpoenaed to appear as a non-party witness in a court with jurisdiction to compel their presence. Appearing in court for work-related reasons, including as a third-party witness subject to subpoena, is considered part of an employee’s regular job duties and is not subject to this leave provision.
- 36.2 An employee shall be excused from work when called for jury duty.
- 36.3 The County shall compensate employees who are absent as specified in Sections 36.1 and 36.2 in the amount of the difference between the employee’s regular earnings and any amount received by the employee as compensation for jury service or witness fees. Reimbursement for travel expenses shall not reduce the employee’s compensation.
- 36.4 In the event an employee who is assigned to work the graveyard shift is summoned to appear for jury duty on the morning after completing a shift, the employee may request an eight-hour period of rest in advance of reporting for jury duty without a loss in pay, provided the employee has given the supervisor 14 calendar days’ notice in advance of the date they have been summoned for jury duty. The rest period may be granted by assigning the employee to a different shift or reducing the time worked at the end of the graveyard shift preceding jury duty.

37. Leave of Absence Without Pay

- 37.1 Reason for Leave
A leave without pay may be granted for any of the following reasons:

- (a) Illness or disability;
- (b) An educational program;
- (c) Child care; or
- (d) For personal reasons deemed acceptable to the approving authority.

37.2 Time Limitations on Leaves of Absence Without Pay

- (a) All leave without pay will be calculated on a rolling year basis.
- (b) An employee may be granted a leave of absence without pay as follows:

Up to 120 Hours: upon written request approved by the Chief Probation Officer and the Director of Human Resources or their designees;

Between 120 Hours and One Year: upon approval of the Chief Probation Officer, the Director of Human Resources, and the County Executive Officer, or their respective designees;

More Than One Year: upon approval by the Board of Supervisors.

(c) Unauthorized Leaves

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

37.3 Early Return

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

37.4 Leaves of Absence Without Pay - Accrual Rates

An employee taking leave without pay shall earn sick leave, vacation leave, holidays and bilingual 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%.

37.5 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:

Number of Hours of Leave w/o Pay	Anniversary Date Extension
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...

37.6 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 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 (FMLA) 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.

37.7 Treatment of Holidays

An employee shall earn holiday credit in accordance with Section 37.4 whenever they are on leave without pay during a week when County observes a holiday.

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

(a) Alternating Leave

Except for an employee who is off work and receiving State Disability Insurance (SDI), Paid Family Leave (PFL), or Temporary Disability (TD) payments or except as otherwise provided by law, no employee shall be permitted to alternate the use of paid time off (vacation, sick leave, compensatory time off, etc.) with leave without pay.

(b) SDI Contributions

The full amount of the required contribution for SDI coverage shall be paid by the employee in the form of a salary deduction.

(c) Notice of Application or Non-Application for Benefits

An employee shall apply for SDI or PFL benefits as soon as they are eligible and notify Human Resources that they have submitted the application. If an employee eligible to receive SDI or PFL benefits chooses not to apply, the employee shall notify the Human Resources Director in writing, and Human Resources will then notify the Auditor-Controller. In the absence of notice of non-application by the employee, deductions shall be made from the employee's salary in the anticipated amount of SDI or PFL benefits.

(d) Benefits Substitute as Salary

No employee shall receive full salary from the County while at the same time receiving SDI or PFL benefits.

PART 7. WORKING CONDITIONS

38. Probationary Period

38.1 Duration of Probationary Period

Employees shall be subject to a probationary period of 12 months, which shall begin on the first date of employment. Upon promotion, employees shall be subject to a probationary period of six months. The probationary period may be extended as provided in Section 38.3.

38.2 Temporary, Extra Help or Provisional Service

Upon written request of the Chief Probation Officer or designee, Human Resources may approve counting up to a maximum of four 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; and
- (c) It must have been separated by no more than four calendar days from the date of the new appointment.

Notwithstanding satisfaction of 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.

38.3 Probationary Period Extension

(a) Extension by Department

The Department may extend an employee's probation period if (1) the Department has had insufficient time to evaluate the employee, or (2) additional time on probation might allow the retention of the employee. The Department shall notify the employee in writing of the probation extension prior to the end of the probationary period. The probation extension notification shall include an employee performance evaluation, reasons for the extension, and the duration of the probation extension. Once a manager and the probationary employee have signed the probation extension, it shall be forwarded to the Director of Human Resources or designee prior to the end of the probationary period for review and approval. The employee will receive the final probation extension form for their records.

- (b) Extension by Director of Human Resources
Prior to the end of the probationary period, the Director of Human Resources may extend an employee's probation for 30 calendar days. The Director shall sign a probation extension form stating the duration of and reason for the extension. The employee will receive the probation extension form for their records. An extension by the Director of Human Resources does not affect the authority of the Department to further extend the employee's probation period pursuant to subdivision (a).
- (c) Permanent Status
An employee attains permanent status when the probation extension expires unless otherwise notified prior to completion of the extended probationary period.

39. Work Schedule

39.1 Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours or days of work, or of the use of all listed work schedules by the Department. Further, this Article reflects the County's election of a 14-day work period pursuant to 29 U.S.C. § 207(k), as all Juvenile Hall Counselors and Probation Officers are law enforcement officers performing law enforcement duties. This election is intended to provide additional scheduling flexibility for both parties.

39.2 Work Schedules

- (a) Employees shall be assigned to work on specific days of the week, with regular shift starting and ending times, based on one of the following schedules:
 - (1) 7/80: Six 12-hour workdays and one 8-hour workday in a 14-day work period.
 - (2) 8/80: Eight 10-hour workdays in a 14-day work period.
 - (3) 9/80: Eight 9-hour workdays and one 8-hour workday in a 14-day work period.
 - (4) 10/80: Ten 8-hour workdays in a 14-day work period.
- (b) The 14-day work period is contiguous with a payroll period.

- (c) Employees are not entitled to their existing regular work schedules and may be reassigned based on business needs. However, the Department shall not change an employee's regular work schedule without 14 calendar days' notice to the employee, unless the employee consents to shorter notice. Overtime assignments, temporary schedule changes to accommodate trainings, an employee's scheduling request, and assignments to light duty as a temporary accommodation are not subject to this notice requirement.

39.3 Workday

A workday is the consecutive 24-hour period that begins at the same time as the start of the employee's work shift. An employee shall not be regularly scheduled to work more than one work shift in a workday.

39.4 Work Shift

- (a) A work shift comprises the specific hours each workday that an employee works based on their regular work schedule.
- (b) For employees assigned to a 8/80, 9/80, or 10/80 schedule, the length of an employee's work shift shall be the number of hours of work regularly assigned for that workday based on the employee's schedule, in addition to a standing unpaid lunch period of 60 minutes. A 30-minute lunch period may be approved by the employee's supervisor.
- (c) For employees assigned to a 7/80 schedule, the Department will provide lunch on the premises during a 30-minute paid lunch period. The employee's lunch period shall not extend the length of the employee's shift.
- (d) Shifts will have regular start and end times, which may vary by duty assignment.
- (e) At the employee's request and with the approval of the Chief Probation Officer or designee, the Department may temporarily modify an employee's shift start and/or end time for any workday(s) during their 14-day work period. The employee may be allowed to make up the missed time during the same work period. Hours worked under this provision shall not be considered overtime except when the total of hours actually worked exceeds 80 hours in the work period.
- (f) 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 actually worked. When Daylight Savings Time takes effect, these employees shall use one hour of paid or unpaid leave time.

39.5 Emergencies

The Chief Probation Officer or their designee may make temporary assignments to different or additional locations, shifts, shift times, or work duties for the purpose of meeting emergencies, as defined in Napa County Code section 2.80.020 or its successor. Emergency assignments shall not extend beyond the period of the emergency.

40. Rest Periods

Every employee shall be granted a rest period of up to fifteen minutes during each four hours or major fraction thereof of a working period, up to a total of thirty minutes per day. The Chief Probation Officer or designee 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.

41. Timekeeping For Full and Part-Time Employees

41.1 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.

41.2 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 end at 12:00 midnight on Friday, 26 pay periods later.

41.3 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 end at 12:00 midnight on Friday 26 pay periods later.

41.4 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.

42. Layoff Procedure

42.1 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.

42.2 Order for Consideration and 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) 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 Association on alternatives to layoffs and on the effects of such proposed layoffs. County's consultation with Association shall occur prior to any formal communication with the affected employees.

(c) Discussion Regarding Contractors Performing Same Services

In addition, Association 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 Association.

42.3 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 Section 42.1.

(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 Association.)

(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 Section 37.5 (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 Section 37.5 (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 others will not be offered employment in such position until such former or current employee has declined appointment as provided in Section 42.14(a) (Termination of Re-Employment Lists).

(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 Section 42.15 for definition.

42.4 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.
- (b) Subsection (a)(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.

42.5 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.

42.6 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 Section 38.1 (Duration of Probationary Period).

42.7 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 Section 42.6.
- (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

- (i) 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 Section 42.6 in lieu of layoff.

- (ii) 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 Association 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.

42.8 Notice Requirements

- (a) Notice to Employee

The Department Head shall provide an employee to be laid off at least 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. The term "working days," as used in this MOU, means Monday through Friday, with the exception of paid holidays provided for in this MOU.

- (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 working days after receiving the notice of layoff.

42.9 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 years from the effective date of their layoff. An employee who is rehired within the two 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 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 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.

42.10 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.

42.11 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 Section 9.2 (Salary on Demotion).

42.12 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.

42.13 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 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 year but within two years of the date of layoff or demotion, may at the Chief Probation Officer's discretion, serve a six-month probationary period.
- (iii) The person's salary shall be at the same salary 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 Section 42.9(c) may, at the Department Head's discretion, be required to serve a six-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 Section 42.7(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 Section 42.9(a). A person who accepts such reappointment within one 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 year of the date of layoff or demotion, but within two years of the date of layoff or demotion may, at the Department Head's discretion, serve a six-month probationary period. The person's salary shall be at the same salary

step held as of the date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.

42.14 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 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 (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 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 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 step 5 salary than the class for which the re-employment list exists).

42.15 Limited Term Employees

- (a) A limited term employee has no displacement rights where the County eliminates their position due to layoff except as otherwise provided in this Section 42.15.
- (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, 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) An LTD employee is afforded the displacement rights and subject to the layoff procedures as set forth in this Article 42 (e.g., displacement rights are exercised only within the same department as set forth in Section 42.5).
- (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 this Article 42.
- (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 this Article 42.

43. Interruption of Work

- 43.1 Association agrees that during the term of this Memorandum of Understanding neither 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 the County and its departments. In the event that any Association member participates in such activity in violation of this provision, the Association 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 his/her normal duties.
- 43.2 County shall have the right to deny all usage of sick leave by any employee if the County Administrator has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity. This provision shall be interpreted so as to limit the denial of sick leave to the time in question.

PART 8. DISCIPLINE

44. Discipline

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

44.1 Letter of Reprimand

Management may issue a letter of reprimand. If an employee does not agree with the letter of reprimand, they have 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 44.7. Failure to request an appeal hearing within 10 working days constitutes a waiver of the employee’s right to appeal. The decision of the Appeal Officer in Section 44.7 shall be final, and there shall be no further right of appeal. Sections 44.2, 44.4, 44.5, 44.6, and 44.8 of this Article shall not apply to letters of reprimand.

44.2 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.

44.3 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.

44.4 Notice of Proposed Discipline

Before imposing discipline on the basis of just cause, the Probation 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 five 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 44.5. 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.

44.5 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.

44.6 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 working days of receipt of written documentation from the employee or within ten 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 working days from receipt of the Notice of Discipline, not including the day of receipt, to invoke their right to a post-disciplinary appeal hearing. Failure to request an appeal hearing within ten working days constitutes a waiver of the employee's right to appeal.

44.7 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 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.

44.8 Appeal to Administrative Law Judge

Within ten working days from the receipt of the Appeal Officer's decision, not including the day of receipt, the employee may appeal the decision by requesting a hearing before an Administrative Law Judge.

Any fees or expenses of the Administrative Law Judge shall be paid by the County. The cost of an original transcript of the hearing, if any, shall be shared equally by the parties. All other expenses, including, but not limited to, fees for witnesses (if any), and similar costs incurred by the parties in regard to the appeal to the Administrative Law Judge will be the responsibility of the party incurring the cost.

PART 9. PERSONNEL FILES

45. Personnel Files & Performance Evaluations

45.1 Inspection of Personnel Files

The Department shall observe the provisions of the Public Safety Officers Procedural Bill of Rights Act in regard to inspection of personnel files.

45.2 Performance Evaluation Appeals

- (a) An employee may appeal any portion of a performance evaluation to the Director of Human Resources only if all of the following conditions apply:
 - (i) The evaluation triggers a step increase;
 - (ii) The overall rating is unsatisfactory or below standards;
 - (iii) The employee is not on probation; and
 - (iv) The employee seeks to appeal the application of performance standards or measures to the employee's performance. The performance standards and measures themselves are a matter of management right and cannot be appealed.
- (b) The following shall constitute the appeals process:
 - (i) The employee must complete the internal review process outlined on the performance evaluation form.
 - (ii) Upon completion of the internal review process, an employee has 10 working days to submit a written appeal to the Director.
 - (iii) The Director will evaluate the appeal and provide the employee with a decision in writing. The performance evaluation will be presumed to be valid unless the employee establishes there is no reasonable basis for the rating.
- (c) The Director's decision shall be final. Evaluation appeals are not subject to the disciplinary appeal procedure.

45.3 Step Increases and Timeliness of Performance Evaluations

Employees due a step increase whose evaluations are late will receive the increase automatically, provided the step increase date has not been extended in accordance with County personnel policies.

PART 10. MISCELLANEOUS

46. Management Rights

46.1 Management Rights

The County's right to direct the work force includes but is 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 action; 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.

46.2 Confer Regarding Effects

The County's exercise of such rights shall not preclude the Association from communicating with the County about the consequences the decisions concerning these matters may have on wages, hours, and other terms and conditions of employment.

46.3 Not Grievable

The County's exercise of management rights under this Article 46 is neither grievable nor arbitrable.

47. 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 to the extent permitted by law. If any provision of this MOU is determined 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.

48. Obligation to Support

Upon ratification by Association, 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 the Board approves it; enacts necessary amendments to all County ordinances, resolutions, and rules; and appropriates the funds necessary to implement the provisions of this MOU. 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.

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 Association 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.

49. Full Understanding, Modifications, Waiver

- 49.1 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.
- 49.2 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.
- 49.3 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 the County's Board of Supervisors.
- 49.4 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.
- 49.5 County will notify Association 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 Probation Unit. Association will be provided at least 14 calendar days' notice of the proposed changes. Association must request to meet and confer on the impact of any changes, in writing, within 14 calendar days of the date of receipt of the written notice from County.

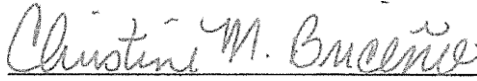
50. Authorized Agents

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

The County's principal authorized agent shall be the Director of Human Resources or their duly authorized representative, except where a particular management representative is designated in connection with the performance of a specified function or obligation set forth herein.

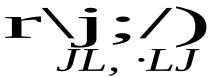
The Association's principal authorized agent shall be the President or their duly authorized representative, except where a particular Association representative is designated in connection with the performance of a specified function or obligation set forth herein.

FOR NAPA COUNTY



Christine Briceno, Director of
Human Resources

Faye I}rewton-Shannon, Assistant
Director af--Htnnan Resources



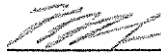
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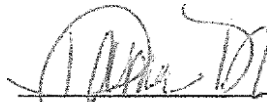
J{;i,
/hiefNegotiator

FOR THE NAPA COUNTY PROBATION
PROFESSIONALS ASSOCIATION



Matthew Goodrich, President

Tani Williams, vice President



Tamara Dreyer, Treasur r

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Teresa Gallegos, Director



Christopher W. Miller, Chief Negotiator

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.

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.

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 six 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.

Cost Sharing of Benefits by the Parties is as follows:

- (a) Retirement Tier 2.0% @ 62 – Zero Cost Share – Employees in this group shall pay the statutory rate as defined by CalPERS.
- (b) Retirement Tier 2.0% @ 60 – Zero Cost Share – Employees in this group shall pay the statutory rate as defined by CalPERS.

(c) Retirement Tier 2.5% @ 55 – 2.591% of pensionable wages from July 1, 2022, through June 30, 2023, in addition to the minimum statutory rate as defined by CalPERS.

Subsequent Years:

Beginning FY 2023-2024, any **decreases** in the total employer contribution rates from year to year will be shared equally (50/50) by the parties. After the decrease is applied, the new employee cost sharing amount for Retirement Tier 2.5% @ 55 shall become the new maximum cost sharing cap each year until such time as the employee cost share rate becomes zero. At that time, the cost share agreement shall be ended, and employees in this tier shall pay the statutory rate as defined by CalPERS.

APPENDIX B
TABLE OF CLASSES

Represented Classes

Supervising Probation Officer

Supervising Juvenile Hall Counselor

APPENDIX C
SIDE LETTER AGREEMENTS

1. Side Letter Agreement regarding Supervisory Leave dated February 6, 2024.

February 6, 2024

Re: Side Letter Agreement Regarding Supervisor Paid Leave, Vacation Maximum Accrual and Cashing Out Supervisory Leave.

This letter confirms the agreement between Napa County (County) and Napa County Probation Professionals Association (NCPA) Supervisory Unit regarding supervisor leave. This letter supersedes any applicable section currently in the NCPA Supervisory Memorandum of Understanding (MOU):

1. The County will provide each eligible supervisory employee forty (40) hours paid leave per calendar year, which is not cumulative and does not have cash value unless the criteria is met per section 5 below. To be eligible for supervisory paid leave, the employee shall have served in a supervisory capacity on the first day of the pay period of the calendar year and may use that supervisory leave until the last day of the last pay period of the calendar year. County will place supervisory paid leave in each eligible employee's leave bank.
2. An employee appointed to a supervisory position after the first day of the pay period of the new calendar year, and who is otherwise eligible for supervisory leave under this agreement, shall have their supervisory leave accumulation adjusted on a pro-rata basis effective on the first day 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.
3. A supervisory employee shall be given reasonable opportunity to use such leave at the Chief Probation Officer or designee's discretion.
4. Every permanent, full-time employee shall accrue vacation leave up to the permitted maximums as provided in the schedule below. Each employee, with approval of the Chief Probation Officer or designee, may take vacation privileges as earned. The Chief Probation Officer or their designee shall give employees a reasonable opportunity to use such vacation so as not to exceed the maximum accrual. An employee shall not accrue vacation more than the permitted maximums.

VACATION LEAVE ACCRUALS		
Years of Continuous County Service	Hours of Vacation Accrued per Pay Period	Maximum Accrual for Years of Continuous Service
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

VACATION LEAVE ACCRUALS		
Years 30 or more	9.0 hours	416 maximum hours

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.

An employee shall have their vacation accrual date adjusted in accordance with the schedule set forth in Section 37.5 (Leave of Absence Without Pay-Salary Anniversary Date) when they are on leave without pay. An employee separating from service shall be entitled to payment for accrued and unused vacation at their base rate of pay. No person shall be permitted to engage in compensated work for the County in any capacity while receiving vacation pay.

5. Every for-cause employee may be allowed to cash-out up to forty (40) hours of accrued vacation time or supervisory leave once each calendar year provided, they meet all 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 (40) hours, they want to cash-out the following year;

(b) The employee uses at least eighty (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 eighty (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.

This agreement is effective as of July 1, 2022, and shall remain in effect unless and until the parties have negotiated a MOU that covers the subject matter of this agreement. This side letter is subject to all relevant sections of the MOU, including but not limited to, the grievance procedure.

FOR NAPA COUNTY:

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istine Briceno

Director of Human Resources

Amanda Gibbs

Chief Probation Officer

FORNCPPA:

Matthew Goodrich

President

Christopher W. Miller

General Counsel