

**TENTATIVE AGREEMENT**  
**DEPUTY SHERIFFS' ASSOCIATION/COUNTY OF MONTEREY**  
**JUNE 22, 2011 9:45 PM**

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1. The following is a tentative agreement between the Monterey Deputy Sheriffs' Association and the County of Monterey, subject to ratification by the membership of the DSA and the Monterey Board of Supervisors.
  - a. Except as set forth below, the parties agree to a pension cost-sharing arrangement pursuant to PERL 20516(f) under which, in addition to the 9% currently paid by members as the employees' contribution, bargaining unit employees shall pay to the county an amount equal to 4.5% of PERSable compensation for the duration of this agreement.
  - b. The DSA and the County agree that the 4.5% contributed by DSA members will be implemented on a pre-tax basis pursuant to IRS Code 414(h)(2). However, it is understood that, should it be determined that the contribution cannot be made on a pre-tax basis, or IRS issues an adverse opinion in another jurisdiction addressing the issue, individual members shall be liable for any taxes due. In such case, the parties agree to meet and confer on the impact of such determination, and alternative means of achieving the savings contemplated by this agreement in a manner that minimizes the tax impact on covered employees to the extent possible.
  - c. The DSA and the County agree that, during the term of this agreement, the contribution outlined in this section shall continue as long as the employer rate as determined by CalPERS actuarial studies remains at or above 26.3%. Should a CalPERS actuarial analysis determine that the employer rate for the Safety Unit is 26.3% or lower, the employees' 4.5% pick-up of the employer share shall be reduced on percentage by percentage basis, in increments rounded to the nearest one tenth of a percent.
  - d. It is understood that this additional 4.5% contribution shall apply only to classifications that received a pay increase in 2008 based on being designated "difficult to recruit" under the PPPR.
  - e. The member contribution outlined in this section shall be implemented as soon as practicable, provided that it shall not be implemented retroactively.
  
2. Employees to contribute \$100/month additional for health care
  - a. Effective when non-productive time issue is implemented – see (6)(a) below
  - b. Applies to all health plans
  - c. Reduces County contribution by \$100/mo per employee. For example:
    - i. For A and B, employee contribution becomes \$100/\$161/\$200 (PERSChoice)
    - ii. For everyone else, credit reduced by \$100

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3. 3% @ 55 (final 3 year average) for new employees hired after the PERS contract amendment – 2 tier system
  - a. Implement as soon as possible.
4. 1.3% retention stipend attained after 6 full years of service
  - a. Any employee currently receiving the Stipend who has less than six full years of service will no longer receive the Stipend until they have completed six full years of service
  - b. Effective date upon adoption of contract.
5. Delete longevity/performance stipend (MOU section 5.1.) New longevity premium is 6% after completion of 20 years of service; PERSable
  - a. All employees covered by this agreement at the time of its execution agree to withdraw from appeal of lawsuit.
  - b. This provision is not retroactive and retirees are not covered
6. Overtime based upon 80 hours worked in a work period (14 days) for deputy sheriffs and 40 hours worked in a work period (7 days) for DA Investigators
  - a. Vacation, CTO, sick, PTO, holiday, paid release time hours and associated dollars included in overtime calculation for purposes of reaching the applicable overtime threshold
  - b. No pyramiding provision; overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply.
  - c. Eliminate daily overtime
  - d. All overtime paid at 1.5 times the FLSA regular rate
7. It is understood that the savings attributable to this agreement will be retained within the Sheriff's Office or District Attorney's Office, as appropriate. Upon adoption, this will rescind all layoff notices issued to employees covered by this Agreement in June 2011.
8. All grievances and lawsuits regarding ESS, non-productive time, and related payroll issues (except FLSA case and related grievances) will be dismissed with prejudice when the changes set out in paragraph (6)(a) are implemented. The lawsuits and grievances will be stayed in the interim. The parties shall sign a mutual release of liability with respect to all matters associated with the implementation of the ESS system to be effective when the changes set out in paragraph (6)(a) have occurred.
  - a. A list of all affected grievances and lawsuits will be prepared by the parties prior to ratification of this agreement by either party.
9. Call Back Changes
  - a. Telephone (1 hour of overtime)
  - b. 2 hour overtime call back for detectives and coroners when on call

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10. Term – 2 years, July 1, 2011 to June 30, 2013
11. The parties agree to negotiated language changes, subject to mutually agreeable clean-up and clarification.

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Jon Heltzman  
Chief Negotiator  
County of Monterey

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Dan Mitchell  
President  
Deputy Sheriffs' Association

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Jim Colangelo  
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