



MARIPOSA COUNTY

Human Resources · (209) 742-1379



RESOLUTION - ACTION REQUESTED 2019-675

MEETING: November 26, 2019

TO: The Board of Supervisors

FROM: Kimberly Williams, Human Resources Director

RE: Approve Side Letter of Agreement with DSA--Leave for Jury Duty

RECOMMENDATION AND JUSTIFICATION:

Approve a Side Letter of Agreement with the Deputy Sheriffs' Association (DSA) to allow employees to take leave for jury duty without impacting their leave accruals; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

Deputy Probation Officer Tim Bennett filed a grievance because his vacation accruals were used when he served on jury duty. The Memoranda of Understanding with the Service Employees International Union Local 521 (SEIU) and the Mariposa County Managerial and Confidential Organization (MCMCO) contain a negotiated provision that allows employees to take leave without impacting their leave accruals when summoned for jury duty. The DSA Memorandum of Understanding (MOU) does not contain a "jury duty" provision. Thus, employees in the DSA unit who serve on a jury are required to use their leave accruals.

In their grievance, the DSA contends that the County violated the Mariposa County Employee Handbook because the handbook states that the County will grant time off in conjunction with service on a jury and "that no deduction from salary will be made for the absence while serving as a juror." Although there is language that states the handbook is not a legal contract or an entitlement to benefits not otherwise provided and that employees should refer to the applicable MOU as it relates to benefits, the County and the DSA have a mutual interest in promoting harmonious labor relations. The parties agree to resolve the grievance by allowing DSA-represented employees to take leave without loss of wages, vacation time, compensatory time, sick leave, or any other benefit for purposes of responding to a summons for jury service and when serving on a jury.

It is recommended that the Board of Supervisors approve this Side Letter of Agreement and once approved, the DSA will withdraw their grievance with prejudice and Deputy Probation Officer Tim Bennett's leave accruals that he used to serve on a jury will be reinstated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

None on this action. From time to time, the Board of Supervisors approves Side Letters of Agreement with bargaining units.

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this action as recommended; amend this action as the Board desires and approve.

FINANCIAL IMPACT:

Not applicable on this action.

ATTACHMENTS:

DSA-Tim Bennett Grievance Side Letter (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**GRIEVANCE
SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF MARIPOSA
AND THE DEPUTY SHERIFFS' ASSOCIATION**

DEPUTY SHERIFFS' ASSOCIATION
Grievant

vs.

COUNTY OF MARIPOSA
Respondent.

Timothy Bennett Grievance

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties, the County of Mariposa ("County" or "Respondent"), the Deputy Sheriffs' Association ("DSA" or "Grievant") and Deputy Probation Officer Timothy Bennett ("Officer Bennett"), collectively "the Parties," desire to settle the above-captioned grievance.

Recitals

A. The Union filed a grievance on August 27, 2019 on behalf of Deputy Probation Officer Timothy Bennett against the County alleging that the County violated the County's Policy, specifically a paragraph in the County's Employee Handbook, concerning jury duty. The Union alleged that Officer Bennett was entitled to leave with pay for required jury service/duty and was not required to utilize his own personal leave for jury service/duty.

B. The Parties have a mutual interest in resolving the grievance and establishing an understanding and agreement concerning leave with pay for DSA-represented employees who may be summoned for future jury service/duty.

Agreement

1. DSA-represented employees shall be allowed to take leave from their County duties without loss of wages, vacation time, compensatory time, sick leave, or employee benefits for the purpose of responding to a summons for jury service/duty and when serving on a jury.

2. This right to leave with pay for jury service/duty shall apply equally to all DSA-represented employees, including those working swing and graveyards shifts.

3. DSA-represented employees who are excused from their jury service/duty will contact their supervisor and shall return to work for the balance of their shift. Those DSA-represented employees who work swing or graveyard shifts and are excused from jury service/duty will be expected to report for their assigned shift.

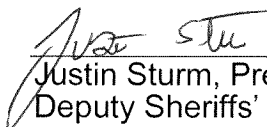
4. The Union hereby withdraws the above-referenced grievance with prejudice.

5. The County will promptly reinstate the leave accruals Officer Bennett used while fulfilling his required jury service/duty.

6. This Settlement Agreement will be attached to the current DSA Memorandum of Understanding and incorporated therein.

7. The undersigned acknowledge that they have read and understand the terms of this Settlement Agreement and are authorized to execute this Settlement Agreement on behalf of their principals.

For Grievant:


Justin Sturm, President
Deputy Sheriffs' Association

11/13/2019
Date


Timothy Bennett

11/13/19
Date

For Respondent:


Miles Menetrey, Chair
Mariposa County Board of Supervisors

Nov 26 2019
Date

Approved as to Form:


Steven W. Dahlem, County Counsel