MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY MANAGEMENT COUNCIL

MID-MANAGEMENT BARGAINING UNIT

January 1, 2017 – December 31, 2019

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AGREEMENT BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY MANAGEMENT COUNCIL

MID-MANAGEMENT BARGAINING UNIT

ARTICLE I. PARTIES, AUTHORIZED AGENTS, AND RECOGNITION

This Agreement is entered into this 6th day of December, 2016 as accepted by the Shasta County Management Council on November 21, 2016, for the term of January 1, 2017, through December 31, 2019, and by the Board of Supervisors on December 6, 2016, by and between the County of Shasta (hereinafter referred to "Employer" or "County") and the Shasta County Management Council (hereinafter referred to as "Council").

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:

County's principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308A
Redding, CA 96001

Council's principal authorized agent shall be:

President
Management Council
P. O. Box 993962
Redding, CA 96099-3962

The County recognizes the Council as the collective bargaining agent for all regular and probationary full-time and part-time employees (½ time or more) in the job classifications listed in Attachments A, B, C and D. Nothing within this Agreement shall serve to create any property interest in employment for an employee in an "unclassified position" in County service. Such an employee serves at the will of his/her appointing authority.

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II. COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, policies, departments, and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to temporarily furlough or permanently layoff employees; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification and opportunity to respond by the Council; to determine the methods, processes, means, and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE III. EMPLOYEE STATUS

A. Initial Probation. Upon initial appointment, all classified employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

B. Promotional Probation. Upon promotion to a job classification with a higher salary schedule, a classified employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time if rejected from probation the employee shall be returned to his/her previous job classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

C. Probation on Transfer or Demotion. For good cause shown, a Department Head may require a twelve (12) month probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed from County service without cause or right of appeal.

D. Extension of Probationary Periods. Any accumulated time absent during the probationary period for a period of more than forty (40) working hours shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

E. Rejection During Probation. Rejection during a probationary period is not a disciplinary action.

F. Unclassified Employees. Unclassified employees serve at the will of the appointing authority and are not subject to this or any other article or provision of this Memorandum of Understanding (MOU) which may appear to confer a property right or permanent status to any unclassified position.

ARTICLE IV. COMPENSATION

A. Salaries. Salaries for job classifications in this unit are as shown in Attachments A, B, C and D with general increases as follow:

1. Effective December 25, 2016, a general increase of three percent (3%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.

2. Effective December 24, 2017, a general increase of three percent (3%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.

3. Effective December 23, 2018, a general increase of two percent (2%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

B. Longevity Stipend. Members of this unit who have at least 20 years of service with Shasta County, of which at least two years shall have been served in a management position shall receive a 5% (five percent) longevity salary stipend.

C. Merit Step Increases. Employees who are placed on a salary range with delineated steps shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be governed by the County's Personnel Rules.

D. Principles of Management Pay Differential. An employee in a management classification should be set at a salary range that is at least 5% more (F step to F step comparison including subordinates' pay stipends, if appropriate) than the subordinate classifications he or she is required to supervise. This concept includes as a principle that the manager be responsible for performance evaluations, direction of the work performed, and input into the hiring and discipline process. In order to qualify, a person directing and evaluating the work of a subordinate would have to be of the same profession. That means for example that an accountant who "supervises" a licensed social worker would not qualify because, even if he or she did performance evaluations and assigned work, he or she could not judge the professional aspects of the "subordinate's" work. Thus, due to the different professions, the manager could not qualify because he or she would not be able to oversee or judge the specific professional aspects of the subordinate's job.

Process for Management Pay Differential. A manager may apply in writing, through the Department Head, to the Personnel Director for consideration of a pay class stipend if a subordinate classification is at a salary range that is not at least 5% less than the manager's classification. Such stipends will be granted in ½ percent increments. When applied, the effect of this stipend will be that the manager's salary range will be 5% above the subordinate's salary range (based on F step comparisons including subordinates' pay stipends, if appropriate), without regard to the salary step of the current subordinate. The pay stipend will be processed as a salary earnings type on a Personnel Action Form. The Personnel Director will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the Personnel Director to grant or not grant a pay stipend is final unless the Department Head appeals to the County Executive Officer (CEO). The findings of the CEO are final. This process is not subject to the grievance process.

E. Salaried Status. Unit employees shall be considered salaried employees. For payroll purposes, such employees are compensated on a biweekly salary basis and need not submit documented time reports. The provisions of such salaried status are as follows:

1. For the performance of prescribed duties, a management employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position.

2. It is assumed the requirements of the position result in a management employee working eighty hours in a biweekly period, and such employee will not receive additional compensation in any form for time worked beyond such assumption.

3. Subject to approval by the Department Head, reasonable time off amounts of less than one full workday (normally eight hours) is authorized for a management employee for personal use during normal work hours, without loss of salary. The County may utilize the exception to the Fair Labor Standards Act (FLSA) created by the Family Medical Leave Act (FMLA) to dock an employee's salary or leave balances for ongoing partial-day absences taken as authorized under the FMLA without affecting the exempt status of the employee (29U.S.C. 2612(c)).

4. For absences of one full workday (normally eight hours) or more, a management employee will utilize applicable vacation, sick leave, or administrative leave accrual.

F. Administrative Leave.

1. Credit. Each full-time unit employee shall be entitled to eighty (80) hours of administrative leave per calendar year. Part-time unit employees shall receive forty (40) hours of administrative leave per calendar year. Administrative leave shall be lost if not used by the end of the calendar year. This time will be credited in advance, on, or near each January 1, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible

employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or designation.

2. Partial Sellback. In lieu of paid time off under this benefit plan, a full-time management employee may request and receive payment for up to a maximum of forty (40) hours of unused administrative leave. Such payment may only be requested in November or December of each year. Such payment shall be made during the month of November or December, and will be granted only once and only if the employee has already taken at least eighty (80) hours of vacation/administrative leave between the preceding January 1 and the date of the request for payment. Part-time management employees shall not be eligible for this sellback option. Such payment shall be at the base hourly rate only, no add-ons.

   Additionally, effective in 2004, an employee may request to receive payment for up to an additional forty (40) hours of unused administrative leave if approved by the Department Head. Request for payment of this second 40 hours may be made in November or December of each year according to the schedule established by Auditor - Controller. The initial 40 hours (and the additional 40 hours) will be granted only if the employee has already taken at least eighty (80) hours of vacation and/or administrative leave between the preceding January 1 and the date of request for payment. Part-time management employees shall not be eligible for this sell back option. Such payment shall be at the base hourly rate only, no add-ons.

3. Transfer to Non-management Position. A management employee who transfers from a management job classification to a non-management job classification shall not retain unused administrative leave or receive payment for such unused administrative leave.

4. Pre-retirement Leaves. Unit members who are depleting leave balances immediately prior to retirement shall not be eligible for additional Administrative Leave credit which might otherwise accrue during the leave period.

G. Premium Pay.

1. An employee in the job classification of Information Technology Services Manager who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.

ARTICLE V. HEALTH & WELFARE BENEFITS

A. Medical. The County shall provide regular employees with the amount needed up to a maximum of the following amounts toward the monthly cost of County-approved Health Insurance for the 2017 calendar year:

Category	2017 Monthly Health Contribution
Employee Only	$820.38
Employee + 1	$1,066.49
Employee + family	$1,386.44

1. For the stated term of this Agreement, and effective upon approval of CalPERS for any changes made to the County's contribution pursuant to this Agreement, the County will pay the full premium cost for Employee Only health premium and sixty five (65%) of the Employee plus one and Employee plus family health premium cost categories of PERS Choice (or equivalent plan). The County contribution includes the PEMHCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay the portion of the premium not contributed by the County.

2. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article V.H.1, the retiree medical premium will be paid as follows:

    a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;

    b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and

    c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

3. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:

    a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and

    b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

4. Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partners' insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the County's contribution to the employee-only contribution of the covered employee's plan in addition to

the County's contribution to the covered employee's dependent coverage. In no event shall the total County's contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

5. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article V – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article V of the Agreement.

B. Dental. The County shall provide regular employees with that amount needed up to a maximum of the following amounts toward the monthly cost of County-approved Dental Insurance:

Category	2017 Monthly Dental Contribution
Employee Only	$29.54
Employee + 1	$48.17
Employee + Family	$63.81

1. The County will increase its monthly contribution to the dental premium by up to $5.00 for employee only and by $5.00 for an employee with dependents should the dental premium increase within the term of this Agreement. Rate increases greater than those amounts will be absorbed by the employee.

C. Benefit and Contribution Waiting Period. Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). County contributions towards dental, as provided above, shall commence the first of the month following six (6) months of employment. Employees who are otherwise eligible for dental insurance coverage during their first six (6) months of employment and elect such coverage shall pay the insurance premium(s) through payroll deductions. This provision shall not apply to employees recalled from layoff who were receiving the County contributions at the time of layoff.

D. Vision. The County shall provide regular employees with County-approved Vision Insurance. Employees may enroll their dependents in the vision plan provided the employee pays any additional cost associated with such enrollment.

E. Life. The County shall provide a group life and accidental death and dismemberment policy to members of this unit at County expense equal to each employee's actual base salary and in no event shall such amount be less than $35,000, nor more than $80,000. Employees shall be allowed to purchase additional insurance in an amount up to three times annual salary at the employee's own expense.

F. Long Term Disability Program. The County has a long term disability program for unit employees which includes a one hundred twenty day (120) elimination period, a sixty-six and sixty-seven/one hundredths percent (66.67%) of earnings benefit, and a monthly maximum of two thousand five hundred dollars ($2,500.00).

G. IRC Section 125 Benefit Plan. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and its subsequent amendments. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

1. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.

2. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

H. 401(a) Plan. Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article V.G.1, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article V.G.1. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article V.G.1, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article V.G.1 shall be irrevocable.

The 401(a) Plan will be administered as follows:

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to

participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

2. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of COUNTY Service	**Portion of Account Value Vested**
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

3. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

H. Employee Assistance Program. The County will provide an Employee Assistance Program (EAP) after approval by the Board of Supervisors of a qualified provider. Members of this unit shall be entitled to utilize the services contained in this program as offered and paid for by the County.

I. Retirement. The County covers eligible miscellaneous employees under the CalPERS retirement formulas. The formula of 2% @ age 55 service retirement formula applies to those hired before May 8, 2011. Employees hired on or after May 8, 2011 through

December 31, 2012, newly hired employees were enrolled in the 2% @ age 60 service retirement formula unless otherwise required by California state law. Employees hired on or after January 1, 2013 are covered under the California Public Employees Pension Reform Act (PEPRA) enactment with a benefit formula of 2% @ 62. Employee contributions are set by the provisions of PEPRA.

Employee contributions towards the retirement system shall be made in the following manner:

1. All employees shall pay the entire employee contribution for retirement coverage in CalPERS unless otherwise required by California state law.

2. The County amended its contract with CalPERS, effective August 1997, so that the employee-paid portion of CalPERS contributions is made on a pre-tax basis.

For those persons employed by the County as of May 8, 2011, members of this bargaining unit are covered under the "single highest year" retirement formula. Employees first hired after May 8, 2011, shall have their final compensation based upon the "average of the employee's highest three years."

ARTICLE VI. REIMBURSEMENTS AND ALLOWANCES

A. Mileage Reimbursement. Employees who are required to use private vehicles in the course of County business shall be reimbursed at the rate allowed by the Internal Revenue Service. (Refer to Chapter 20 of the Personnel Rules for additional reimbursement information.)

B. Expense Allowance. Each unit employee shall continue to receive either a one hundred dollar ($100.00) per year (if designated as management) or a two hundred dollar ($200.00) per year (if designated senior management) lump sum allowance for unreimbursed expenses incurred in the conduct or promotion of County business. Payment of such amounts shall be made on or near each January 1. Newly eligible employees will receive portions of the appropriate amounts on a prorated basis, consistent with their dates of appointment or designation.

C. Educational Fund. An annual, non-accumulative amount of $5,000 will be allocated to cover expenses relating to such generic management training components as seminars and workshops. This fund will be administered by the Personnel Director and will be used for County-wide training purposes.

D. Required Certifications, Licenses, or Membership Dues. The County will reimburse employees the cost of certifications, licenses or membership dues required for their positions and required to perform the essential functions of their job.

E. The County and the Council developed provisions (as referenced in Attachment E) for unit members to receive a cell phone stipend with approval of employees' Department Heads of up to $35 per month for a basic phone and service plan, and up to $70 per month for a phone and data service plan.

ARTICLE VII. GRIEVANCE PROCEDURE

A. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of an MOU or one of the following policies which adversely affects the grievant.

1. Voluntary Time Off Without Pay

2. Leaves of Absence

3. Drug/Alcohol Testing Policy

4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.

5. Layoff Provisions

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of County Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

B. Grievant. A grievant is an employee covered by this article who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

The provisions and process for grievance proceedings shall be as set forth in the County Personnel Rules.

ARTICLE VIII. SICK LEAVE

A. Accrual. Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a work year.

B. Usage. Accumulated sick leave can only be granted for unit employees upon the recommendation of the Department Head in cases of bona fide illness, treatment by a licensed medical practitioner, or medical appointments.

C. Use While on Vacation. An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then apply criteria normally utilized in approving sick leave.

D. Family Sick Leave. Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents (see also FMLA policy in the Personnel Rules). Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means spouse, father, mother, child, sister, brother, grandparent, or grandchild, step-parent, step-child, step-sister, step-brother, step-grandparent, step-grandchild, foster child, registered domestic partner, or as otherwise stipulated by law.

E. Exceptions. No employee shall be entitled to use accrued sick leave while absent from duty on account of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his or her willful misconduct.

2. Sickness or disability sustained while on a non-medical leave of absence other than his or her regular vacation or FMLA leave.

3. When not otherwise eligible under the conditions set forth above.

F. Verification of Injury or Illness. Written verification by a licensed physician or other satisfactory proof of illness or family illness may be required at the discretion of the Department Head.

G. Sick Leave Payment. Upon retirement or death, unused sick leave accrued by a unit member shall be paid off in accordance with the table below. Upon resignation, the employee shall become entitled to either a) a maximum payment of fifty percent (50%) of that provided under retirement or death, or b) the maximum provided non-management employees by the appropriate formula, whichever is greater.

Years of Service	Percentage of Accrual Subject to Compensation
5 through 9	20% of first 30 days, 10% of remaining balance
10 through 14	40% of first 60 days, 15% of remaining balance
15 through 19	60% of first 60 days, 30% of remaining balance
20 or more	80% of first 60 days, 45% of remaining balance

As an option to the above payoff provisions, a retiring employee may request in writing for pre-retirement time off, in lieu of equivalent direct compensation. Such time off is to be computed on the basis of dividing the total eligible payoff by the employee's daily rate as of when the requested time would be used by the employee. It shall be taken as full time off immediately prior to his/her stated retirement date to the extent of the computed

number of days of eligibility. Employees shall not accrue any additional leave benefits while running out accrued sick leave prior to retiring. This option, once requested and granted, is binding on the County and the employee.

Sick Leave – CalPERS Service Credit Conversion. The County amended its CalPERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

ARTICLE IX. BEREAVEMENT LEAVE

A. Bereavement Leave. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave, up to a maximum of twenty-four (24) working hours for each death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided however, that not more than sixteen (16) additional working hours chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, registered domestic partner, father, mother, child, sister, brother, grandparent, or grandchild, step-parent, step-child, step-sister, step-brother, step-grandparent or step-grandchild.

B. Certificate of Bereavement Leave. Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

ARTICLE X. HOLIDAYS

A. Official Holidays. The following are established as official holidays for regular employees:

1. January 1st, New Year's Day
2. The 3rd Monday in January, Martin Luther King, Jr. Day
3. February 12th, Lincoln's Birthday
4. The 3rd Monday in February, Presidents' Day
5. The last Monday in May, Memorial Day
6. July 4th, Independence Day
7. The 1st Monday in September, Labor Day
8. November 11th, Veterans Day
9. The 4th Thursday in November, Thanksgiving Day
10. The day following Thanksgiving Day
11. December 24th, Christmas Eve
12. December 25th, Christmas Day

Each holiday above shall be treated as the full time equivalent of eight (8) hours (i.e., maximum of 96 hours annually). No employee shall be compensated more than once for each holiday.

B. Observed Holidays. For those employees on a five-day week with Saturdays and Sundays as normal days off, the following shall apply:

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday.

2. When a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.

3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.

4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

C. Annual Holiday Schedule. The annual holiday schedule shall be announced by the Personnel Director in November for the following year, but such announcement shall not alter any provision hereof.

D. Unit members who are depleting leave balances (including vacation, sick leave or administrative leave) immediately prior to retirement shall not be eligible for holiday pay or accrual, which might otherwise accrue during the leave period.

ARTICLE XI. VACATION

A. Accrual. Regular full-time and regular part-time employees shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall be eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Service	Vacation Hours Accrued Per Hour	Equivalent 8-hour Days Per Year
0 through 3	.0385	10
4 through 9	.0577	15
10 through 15	.0654	17
16 and thereafter	.0769	20

B. Use of Vacation.

1. The maximum vacation accrual shall be seventy-eight (78) times the employee's bi-weekly rate of accrual. All vacation hours lost by an employee as a result of

exceeding the maximum vacation accrual limit will automatically be put into the Vacation Donation Bank.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

C. Payment for Vacation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules, shall be paid for any accrued but unused vacation. Any person who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, may request in writing to be paid for any accrued but unused vacation.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Joint Issues Forum. A member of the Council will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.

B. Release From Duty. When the best interest of the County requires the immediate removal of the employee from his/her position, an employee may be released from regularly assigned duties with pay and benefits by the Department Head for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director, and/or his/her designee. Upon showing of good cause by the appointing authority, such release from duty may be extended up to an additional eighty (80) work hours by the Personnel Director.

ARTICLE XIII. NO STRIKE

A. No Strikes. During the term of this Agreement, neither the Council nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sitdown, slowdown, or any refusal to enter the County's premises, or any other interference with any of the County's services of operations, or with the movement or transportation of persons or goods to or from the County's premises.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Council, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Council shall immediately make every reasonable effort to terminate such conduct. If the Council makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Council or its staff, the Council will not be liable for damages to the County caused by such activities.

B. Discipline. Any employee who participates in any activity prohibited by Section A. of this Article shall be subject to discharge or such lesser discipline as the County in its sole discretion shall determine without recourse to the disciplinary appeals procedure; provided, however, that the employee shall have recourse to such procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the County cannot be altered by the Shasta County Board of Employee Appeals.

C. Remedies for Breach. The County and the Council shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIV. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. Full Understanding. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining. It is agreed and understood that during the negotiations that culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement, except as specifically provided for herein.

Notwithstanding the above, the County agrees to retain the following listed policies which are included in the County Personnel Rules unless the Council is given notice and opportunity to meet and confer on any substantive changes. Should the Council choose to exercise its option to meet and confer, it must notify the County within fifteen (15) calendar days after receiving the County's notice and such process shall commence with thirty (30) days thereafter.

1. Layoff Procedures
2. Employee Appeals Procedure
3. Discrimination / Harassment Policy
4. Substance Abuse Policy
5. Incompatible Outside Employment
6. Jury Duty
7. Salary administration provisions dealing with merit steps; salary on promotion, range changes, reclassification, transfer and demotion; biweekly basis; and anniversary dates.
8. Travel and Reimbursement Policy.

Notwithstanding the above, the County agrees to apply the rules of the Personnel Rules, as may be revised from time to time, to the members of this unit where the subject of such rules are not covered by this Agreement. Further, the County agrees not to change the Board's policy on the retirement medical/dental insurance benefit as it currently applies to members of the bargaining unit, without notice and an opportunity to meet and confer regarding such changes, for the stated term of this Agreement.

C. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.

D. Waiver. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Council agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the County Rights clause.

E. Supersession. This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

ARTICLE XV. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XVI. TERM OF AGREEMENT

The County and the Council agree that the term of this Agreement shall commence on January 1, 2017, and expire at midnight on December 31, 2019.

Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the beginning of the payroll period immediately succeeding its formal adoption by the Board.

FOR THE COUNTY:	FOR THE COUNCIL:
_____	_____
Gage Dungy, Chief Negotiator	Michael Conti, President
_____	_____
Angela Davis, Director of Support Services	Eric Wedemeyer, Team Member
_____	_____
Shelley Forbes, Team Member	Michael Johnson, Team Member
_____	_____
Melissa Merritt, Team Member	Dawn Ducket, Team Member
	_____
	Anand Jesrani, Team Member
_____	
Date	

ATTACHMENT A
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Current (Prior to 12/25/16)	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	6765	8635
AIR QUALITY DISTRICT MANAGER	586	6765	8635
APPRAISAL MANAGER	510	4669	5959
ASSESSOR/RECORDER PROGRAM MGR	494	4318	5511
BUILDING DIVISION MANAGER	586	6765	8635
CHIEF CHILD SUPPORT ATTORNEY	605	7422	9473
CHIEF PUBLIC DEFENDER INVEST	552	5731	7314
CHILD SUPPORT PROGRAM MANAGER	522	4951	6318
CLINICAL DIVISION CHIEF	579	6537	8344
CORRECTIONAL PLANT MANAGER	512	4715	6017
ENVIRON HEALTH DIVISION MGR	586	6765	8635
FACILITIES MANAGER	544	5511	7034
HHSA PROGRAM MANAGER	543	5484	7000
INTER-DEPARTMENTAL SYS COORD	533	5223	6666
IT SERVICES MANAGER	560	5959	7606
OPERATIONS SUPERINTENDENT	544	5511	7034
OPPORTUNITY CENTER MANAGER	543	5484	7000
PLANNING DIVISION MANAGER	586	6765	8635
PROBATION DIVISION DIRECTOR	513	4737	6046
PROGRAM MANAGER I	520	4902	6257
PROGRAM MANAGER I - IHSS PA	520	4902	6257
PROGRAM MANAGER II	543	5484	7000
PUBLIC HLTH PROGRAM MANAGER	543	5484	7000
SENIOR DEPUTY DISTRICT ATTY	605	7422	9473
SENIOR DEPUTY PUBLIC DEFENDER	605	7422	9473
SHERIFF'S PROGRAM MANAGER	464	3730	4761
STAFF SERVICES MANAGER	520	4902	6257
STAFF SERVICES MGR - IHSS PA	520	4902	6257
SUPRVSG ENGINEER	592	6966	8891
VICTIM COORDINATOR	499	4425	5647

ATTACHMENT B
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Beginning With Pay Period 12/25/2016	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	6968	8894
AIR QUALITY DISTRICT MANAGER	586	6968	8894
APPRAISAL MANAGER	510	4809	6138
ASSESSOR/RECORDER PROGRAM MGR	494	4448	5676
BUILDING DIVISION MANAGER	586	6968	8894
CHIEF CHILD SUPPORT ATTORNEY	605	7645	9757
CHIEF PUBLIC DEFENDER INVEST	552	5903	7534
CHILD SUPPORT PROGRAM MANAGER	522	5099	6508
CLINICAL DIVISION CHIEF	579	6734	8595
CORRECTIONAL PLANT MANAGER	512	4856	6198
ENVIRON HEALTH DIVISION MGR	586	6968	8894
FACILITIES MANAGER	544	5676	7245
HHSA PROGRAM MANAGER	543	5649	7210
INTER-DEPARTMENTAL SYS COORD	533	5380	6866
IT SERVICES MANAGER	560	6138	7834
OPERATIONS SUPERINTENDENT	544	5676	7245
OPPORTUNITY CENTER MANAGER	543	5649	7210
PLANNING DIVISION MANAGER	586	6968	8894
PROBATION DIVISION DIRECTOR	513	4879	6228
PROGRAM MANAGER I	520	5049	6445
PROGRAM MANAGER I - IHSS PA	520	5049	6445
PROGRAM MANAGER II	543	5649	7210
PUBLIC HLTH PROGRAM MANAGER	543	5649	7210
SENIOR DEPUTY DISTRICT ATTY	605	7645	9757
SENIOR DEPUTY PUBLIC DEFENDER	605	7645	9757
SHERIFF'S PROGRAM MANAGER	464	3842	4904
STAFF SERVICES MANAGER	520	5049	6445
STAFF SERVICES MGR - IHSS PA	520	5049	6445
SUPRVSG ENGINEER	592	7175	9158
VICTIM COORDINATOR	499	4557	5816

ATTACHMENT C
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Beginning With Pay Period 12/24/17	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	7177	9160
AIR QUALITY DISTRICT MANAGER	586	7177	9160
APPRAISAL MANAGER	510	4953	6322
ASSESSOR/RECORDER PROGRAM MGR	494	4581	5847
BUILDING DIVISION MANAGER	586	7177	9160
CHIEF CHILD SUPPORT ATTORNEY	605	7874	10050
CHIEF PUBLIC DEFENDER INVEST	552	6080	7760
CHILD SUPPORT PROGRAM MANAGER	522	5252	6703
CLINICAL DIVISION CHIEF	579	6936	8852
CORRECTIONAL PLANT MANAGER	512	5002	6384
ENVIRON HEALTH DIVISION MGR	586	7177	9160
FACILITIES MANAGER	544	5847	7463
HHSA PROGRAM MANAGER	543	5818	7426
INTER-DEPARTMENTAL SYS COORD	533	5541	7072
IT SERVICES MANAGER	560	6322	8069
OPERATIONS SUPERINTENDENT	544	5847	7463
OPPORTUNITY CENTER MANAGER	543	5818	7426
PLANNING DIVISION MANAGER	586	7177	9160
PROBATION DIVISION DIRECTOR	513	5026	6415
PROGRAM MANAGER I	520	5201	6638
PROGRAM MANAGER I - IHSS PA	520	5201	6638
PROGRAM MANAGER II	543	5818	7426
PUBLIC HLTH PROGRAM MANAGER	543	5818	7426
SENIOR DEPUTY DISTRICT ATTY	605	7874	10050
SENIOR DEPUTY PUBLIC DEFENDER	605	7874	10050
SHERIFF'S PROGRAM MANAGER	464	3957	5051
STAFF SERVICES MANAGER	520	5201	6638
STAFF SERVICES MGR - IHSS PA	520	5201	6638
SUPRVSG ENGINEER	592	7390	9433
VICTIM COORDINATOR	499	4694	5991

ATTACHMENT D
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Beginning With Pay Period 12/23/18	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	7321	9344
AIR QUALITY DISTRICT MANAGER	586	7321	9344
APPRAISAL MANAGER	510	5052	6448
ASSESSOR/RECORDER PROGRAM MGR	494	4673	5964
BUILDING DIVISION MANAGER	586	7321	9344
CHIEF CHILD SUPPORT ATTORNEY	605	8032	10251
CHIEF PUBLIC DEFENDER INVEST	552	6201	7915
CHILD SUPPORT PROGRAM MANAGER	522	5357	6837
CLINICAL DIVISION CHIEF	579	7074	9029
CORRECTIONAL PLANT MANAGER	512	5102	6511
ENVIRON HEALTH DIVISION MGR	586	7321	9344
FACILITIES MANAGER	544	5964	7612
HHSA PROGRAM MANAGER	543	5934	7575
INTER-DEPARTMENTAL SYS COORD	533	5652	7213
IT SERVICES MANAGER	560	6448	8230
OPERATIONS SUPERINTENDENT	544	5964	7612
OPPORTUNITY CENTER MANAGER	543	5934	7575
PLANNING DIVISION MANAGER	586	7321	9344
PROBATION DIVISION DIRECTOR	513	5126	6543
PROGRAM MANAGER I	520	5305	6771
PROGRAM MANAGER I - IHSS PA	520	5305	6771
PROGRAM MANAGER II	543	5934	7575
PUBLIC HLTH PROGRAM MANAGER	543	5934	7575
SENIOR DEPUTY DISTRICT ATTY	605	8032	10251
SENIOR DEPUTY PUBLIC DEFENDER	605	8032	10251
SHERIFF'S PROGRAM MANAGER	464	4037	5152
STAFF SERVICES MANAGER	520	5305	6771
STAFF SERVICES MGR - IHSS PA	520	5305	6771
SUPRVSG ENGINEER	592	7538	9621
VICTIM COORDINATOR	499	4788	6111

ATTACHMENT E

CELLULAR TELEPHONE POLICY
FOR THE MID-MANAGEMENT BARGAINING UNIT

SECTION 1. POLICY.

This policy provides members of the Mid-Management Bargaining Unit (MMBU) with a stipend of up to $35 per month for a basic Cell Phone and service plan, and up to $70 per month for a Cell Phone with a Data Service Plan to be implemented July 1, 2011. Issuance of this stipend would depend on the approval for each member's Department Head.

SECTION 2. DEFINITIONS.

For purposes of this policy, the following definitions shall apply:

A. Cell Phone: A Cell Phone is a cellular telephone, adapter, battery pack and other equipment owned by an MMBU member to be used for County business purposes and for which an allowance is to be paid pursuant to this policy.

B. MMBU Member: An MMBU member is a member of the Mid-Management Bargaining Unit.

C. Data Service Plan: A Cell Phone plan that includes telephone service as well as data service to access internet and County Outlook, Intranet, and email such as that with a Blackberry.™

SECTION 3. ALLOWANCES: PERSONAL CELL PHONES.

The County shall pay allowances to authorized MMBU members to recognize the costs of their use of their personal cellular telephones (with or without a Data Service Plan) in performing their County job-related duties and to carry out County business. This plan complies with the Internal Revenue Service's directives regarding the taxability of cell phone usage and service allowances. The allowances are not intended to compensate the member dollar-for-dollar for the cell phone service cost.

SECTION 4. ELIGIBILITY FOR ALLOWANCES.

MMBU members are eligible to receive a Cell Phone allowance (with or without a Data Service Plan) in recognition of the cost of using their own Cell Phones for County business purposes with the approval of each member's Department Head.

SECTION 5. AUTHORIZATION TO RECEIVE AN ALLOWANCE.

A. An MMBU member who chooses to receive a cell phone allowance shall complete and submit to County Personnel a Cell Phone Service Request Agreement, a copy of which is attached to this policy.

B. A copy of the Cell Phone's service agreement or a monthly statement must be provided by the MMBU member along with the Cell Phone Service Request Agreement, in order to demonstrate current Cell Phone use. The MMBU member's department will submit the form to County Personnel with a Personnel Action Form (PAF). The service agreement or monthly statement will be kept in the MMBU member's department.

SECTION 6. USAGE GUIDELINES TO BE FOLLOWED BY MEMBERS RECEIVING AN ALLOWANCE.

A. An MMBU member who receives a Cell Phone Allowance must:

1. Pay all monthly service charges in full and on time.

2. Answer all business-related calls and/or appropriate emails to his or her Cell Phone and promptly respond to any messages during his or her working hours.

3. Provide the Cell Phone number to the County Administrative Office and Department Head.

4. Notify the CEO and Department Head immediately if service will be terminated.

5. Replace or repair the Cell Phone at member's cost as needed.

B. MMBU members may receive an allowance for the Cell Phone's Data Service Plan which is used to conduct County business. The member must pay all monthly service charges in full and on time. If the member terminates the Cell Phone Service, the member must complete the Cell Phone Service Request Agreement form indicating termination and the member's department must provide a PAF to County Personnel indicating service will be terminated.

C. MMBU members who wish to have their Cell Phones connected to the County's server must coordinate with IT to have this service activated. Cell Phone users are subject to the County's policies to protect the security, integrity and availability of the data stored on these devices.

SECTION 7. PAYMENT OF ALLOWANCES.

A. Guidelines. The Cell Phone allowance is intended to recognize the cost of using a personal Cell Phone (with or with a Data Service Plan) owned by an MMBU member in connection with a member's work duties. The purchase of the device and accessory equipment, and any activation fees, will be the

responsibility of the member. The member shall pay any monthly fees or other costs exceeding the amount of the allowance. No allowance will be paid when a member is in an unpaid leave status, or is on an extended paid leave during which timely, business-critical communications are not likely to be necessary.

B. Allowance Amounts:

1. Cell Phone allowance: For authorized members using a personal Cell Phone, the allowance shall be $35.00 per month.

2. Cell Phone allowance with Data Service Plan: For authorized members using a personal Cell Phone with an activated Data Service Plan, the allowance shall be $70.00 per month.

C. Taxability. The Cell Phone allowance will be paid through the County payroll system as taxable income. For determination of individual taxability, MMBU members should check with their tax advisor.

D. Discontinuation of Cell Phone Privileges. To discontinue Cell Phone privileges, a PAF must be sent to County Personnel.

CELL PHONE SERVICE REQUESTAGREEMENT

This form is to be completed when a Mid-Management Bargaining Unit (MMBU) member, with approval from his or her Department Head, as part of his or her job, needs to use his or her Cell Phone (with or without a Data Service Plan) for County business, and wishes to receive an allowance, or when that allowance is to be discontinued.

Name: _____

Position: _____

Department: _____

Type of Device: _____
The MMBU member must mark the applicable box(es):

ALLOWANCE FOR BUSINESS USE OF PRIVATELY-OWNED CELL PHONE

☐ The MMBU member will provide his/her own Cell Phone on _____ _____ [date].

☐ The MMBU member will provide his/her own Cell Phone with a Data Plan Service on _____ [date].

☐ Discontinue allowance as of _____ [date].

The MMBU member will begin receiving an allowance within 30 days after submission of this form as approved by his/her Department Head, and on a monthly basis, until he or she no longer needs to use his or her Cell Phone (with or without a Data Plan Service) for County business purposes or chooses to stop this allowance. Forms will be accepted beginning July 1, 2011.

Usage Guidelines:

Any MMBU member who applies to receive an allowance for a Cell Phone hereby agrees to:

- Pay all monthly service charges in full and on time.
- Answer all business-related calls and/or applicable emails to his or her Cell Phone and promptly respond to any messages.
- Provide the Cell Phone number to the CEO and Department Head.
- Notify the CEO and Department Head if service will be terminated.
- Replace or repair the Cell Phone as needed at the employee's cost.

TAXABILITY: Any MMBU member accepting an allowance for a Cell Phone (with or without a Data Service Plan) acknowledges that the allowance is considered to be taxable income by the Internal Revenue Service. For determination of individual taxability, members shall check with their tax advisor.
DISTRIBUTION: Send the original of this form and a Personnel Action Form (PAF) to County Personnel and keep copies of those documents in the department's files along with a copy of the service agreement or a current bill for service.

CERTIFICATIONS:

I certify that the foregoing is true and correct.

Date: _____ _____

Signature of MMBU member

Date: _____ _____

Signature of Department Head