

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY

PROFESSIONAL PEACE OFFICERS ASSOCIATION



August 1, 2016 through July 31, 2019

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ARTICLE 1. PARTIES AND DEFINITIONS

1.1 This Agreement is entered into by and between the County of Shasta (hereinafter referred to as “County”) and the Professional Peace Officers Association (hereinafter referred to as “Association”) as the exclusively recognized bargaining agent for the Probation Unit (also herein referred to as “Unit”).

1.2 DEFINITIONS.

Appointing Authority. As used in this Agreement, the Appointing Authority means any person or group of persons having the power by law or ordinance to make appointment to any position in a specific department for the County of Shasta.

Department Head. As used in this Agreement, Department Head means the head of an established office or department, or his/her designee, having supervision of such department or office, and also includes all elected officers.

Day. Unless otherwise defined, all references to “days” shall mean calendar days.

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following agents or designees have been identified:

2.1 County’s principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308 A
Redding, CA 96001
Telephone: (530) 225-5561
FAX: (530) 225-5189

2.2 Association’s principal authorized agent shall be:

Shasta County
Professional Peace Officers Association
c/o Mastagni Law Firm
1912 I Street
Sacramento, CA 95811
Telephone: (916) 446-4692
FAX: (916) 447-4614

ARTICLE 3. RECOGNITION

The County recognizes the Association as the exclusive collective bargaining agent for the Unit which includes all regular full-time and part-time employees (half time or more) in the job classifications of Supervising Probation Officer, Deputy Probation Officer I/II/III, Juvenile Detention Officer I/II, and Supervising Juvenile Detention Officer, excluding extra help employees. (Refer to Attachments for list of job classifications and salary ranges.)

ARTICLE 4. TERM

4.1 TERM.

The term of this Agreement is from August 1, 2016, to and inclusive of July 31, 2019 as ratified by the Unit on July 6, 2016 and adopted by the Board of Supervisors at their meeting of July 19, 2016. Unless otherwise provided herein, any changes caused by the approval of this Agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board of Supervisors. During the month of May of the last year of this Agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party negotiations shall begin no later than thirty (30) days prior to the term of this Agreement or on a later date by mutual agreement.

4.2 REOPENERS.

- A. Should it come to the attention of either party that there is an existing rule, practice, or policy that is not covered by the Memorandum of Understanding; upon notice the parties will meet to discuss the issue in an effort to clarify the position of each party and to resolve the matter informally.
- B. To the extent possible, any of the above reopeners shall be combined for consideration at the same meet and confer sessions.

ARTICLE 5. ASSOCIATION RIGHTS

5.1 RELEASE TIME

- A. **Board of Directors.** The Association shall provide written notice to the County of the employees serving on the Association's Board of Directors.
- B. **Representatives.** The Association's Board of Directors shall be recognized as Representatives of the Association. A County employee who is designated as a Representative shall be provided a reasonable amount of release time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Representative shall be permitted to

leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.

- C. **Meet and Confer.** In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Association may be represented by not more than four (4) employees unless a greater number is agreed to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

5.2 BULLETIN BOARDS.

In departments with employees represented by the Association that have bulletin board space, the Department Head shall designate at least one (1) posting space in each non-contiguous location for use by the Association. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Association. Bulletin boards shall be used only to inform employees of the procedure for joining the Association, notification of meetings, internal organizational elections, or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

5.3 ACCESS TO EMPLOYEES/COUNTY FACILITIES.

The Association shall, upon request, be granted the use of general meeting space by each Department Head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

The Department Head shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the Department Head, or his/her designee.

Membership solicitation, collection of dues, or other general organizational business shall not be conducted on County time, nor in areas generally not open to the public, except as may occur during scheduled meetings before or after a regular work shift.

5.4 PAYROLL DEDUCTION.

The Association shall have regular dues, service fees, and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form acceptable to the County Auditor-Controller. The County shall make the deductions and provide reports of these transactions to the Association.

5.5 AGENCY SHOP.

All regular employees in job classifications in the Unit must, as a condition of employment, be a dues-paying member of the Association or shall pay a service fee which shall not exceed the regular membership dues. An employee who elects to become a member shall remain a member during the term of this Agreement.

- A. **REPRESENTATION.** The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in job classifications in the Unit regardless of whether or not they are dues-paying members of the Association.
- B. **PAYROLL DEDUCTION.** An employee hired into a job classification in the Unit shall complete the County approved form authorizing payroll deduction and return the form to the Payroll Office. If the form authorizing payroll deduction is not returned prior to the date of hire to the Payroll Office, the County shall commence making a service fee deduction from the employee's paycheck effective the first full pay period after the date of hire.

In the event an employee does not join or withdraws membership in the Association, then the sole remedy shall be involuntary payroll deductions of a service fee from such employee's paycheck.

If an employee is successful through court action or other means in avoiding the payment of dues or a service fee, the County will take no action against such employee. The Association may seek enforcement through the courts.

- C. **RELIGIOUS OBJECTION.** Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such an employee shall authorize a payroll deduction in an amount equal to the service fee to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Payroll deductions under this section shall only be authorized for such organizations which have been approved by the County Auditor in accordance with Section 3502.5(a) of the Government Code.

Each person requesting exemption from payment of the service fee under this provision shall file a claim with the Association on a form provided by the Association and approved by the County. A claim for religious exemption must be filed within thirty (30) days of the hire date of an employee into a job classification in the Unit or within thirty days (30) of the effective date of the transfer, demotion, or promotion of an employee into a job classification in the Unit. Claims received after the thirty (30) day period will not be considered.

Should an employee request an exemption from payment of the service fee because he/she asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee

organizations, the employee must file a claim for religious objection within thirty (30) days on a form provided by the Association and approved by the County.

The Association shall review all claims for religious exemption and notify the employee and the Payroll Office of approval or denial of the claim within thirty (30) days of receipt by the Association. An employee's sole remedy for reconsideration shall be with the Association.

- D. ELECTION TO RESCIND AGENCY SHOP.** This article may be rescinded by a majority vote of all employees voting who are in classes in the Unit, or both, and covered by the article provided that:

A request for such election is supported by a petition submitted to the County Personnel Director containing the signatures of at least thirty percent (30%) of the employees in classes covered by this article. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the thirty (30) calendar day period prior to the date of submission of the petition.

The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.

Such election may be taken at any time during the term of this Agreement, but in no event shall there be more than one election during such term.

The election shall be conducted by the State Conciliation Service, and the cost of the election, if any, shall be paid by the proponents. The proponents shall post a \$500.00 bond with the County Personnel Director at the time of filing the petition(s) requesting a vote to rescind the article unless the County agrees to waive this provision.

- E. FINANCIAL REPORT.** The Association shall maintain an adequate itemized record of its expenditures and financial transactions, and shall make available annually to the County and to the employees in job classifications in the Unit a detailed written financial report thereof, in the form of a balance sheet and operating statement. Such financial report shall be made available within sixty (60) days after the end of its fiscal year and shall be certified as to its accuracy by the Association president and treasurer or by a certified public accountant. The Association shall comply with any other legally required financial reporting.
- F. ENFORCEMENT/SEVERABILITY.** In the event that the service fee provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen that provision of this article for the purposes of implementing modified agency shop provisions.
- G. INDEMNIFY AND HOLD HARMLESS.** The Association fully indemnifies and holds the County, its officers, and employees acting on behalf of the County, harmless, and agrees to defend the County, its officers and employees acting on behalf of the County against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under provisions of this article.

5.6 ASSOCIATION INFORMATION TO NEW EMPLOYEES.

The County will distribute to new employees represented by the Association an information packet regarding Association membership, provided by the Association. With reasonable advance request, the County will, to the extent practicable, provide the Association with the New Hires and Termination Listings.

5.7 ASSOCIATION TIME BANK.

The County has established a voluntary time bank to be used for Associations business, which was implemented in 2003.

- A. Association members may voluntarily donate vacation leave credits or compensatory time off credits to an Association Time Bank (Time Bank) by designating the type and amount of leave credit on a card provided to the County for that purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in the whole hour increments and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.
- B. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head which should not unreasonably be denied. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on the time bank leave, then the additional one half (1/2) time shall also be deducted from the time bank.
- C. Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.
- D. The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.
- E. The parties agree this Time Bank program is separate from and not governed by the time off provision as provided in Section 3505.3 of the Government Code.
- F. The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of this Agreement.

ARTICLE 6. COUNTY RIGHTS AND RESPONSIBILITIES

6.1 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 the County and not abridged herein, include, but are not limited to the following:

- A. To manage and direct its business and personnel;
- B. To manage, control, and determine the mission of its departments, building facilities, and operations;
- C. To create, change, combine or abolish jobs, policies, departments, and facilities in whole or in part;
- D. To subcontract or discontinue work for economic or operational reasons;
- E. To lay off employees;
- F. To direct the work force;
- G. To increase or decrease the work force and determine the number of employees needed;
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees;
- I. To establish work standards, schedules of operation, and reasonable workloads;
- J. To specify or assign work requirements and require overtime;
- K. To schedule working hours and shifts;
- L. To adopt rules of conduct and penalties for violation thereof;
- M. To determine the type and scope of work to be performed by County employees and the services to be provided;
- N. To classify positions;
- O. To establish initial salaries of new job classifications after notification of the Association;
- P. To determine the methods, processes, means, and places of providing services;
- Q. To take whatever action necessary to prepare for and operate in an emergency.

6.2 Except in an emergency, County decisions shall not supersede the provisions of this Agreement. Actions taken by the County to meet an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

6.3 The exercise of such rights shall not preclude the Association from conferring with County representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 7. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

7.1 NON-DISCRIMINATION.

The County and Association agree that:

- A. They shall not unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status, or any other characteristic protected by state or federal law. Discrimination on the basis of sex, age, medical condition, or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.
- B. Employees shall have the right to form, join, and participate in the activities of the Association or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.
- C. Any employee alleging a violation of this Article shall have the burden of proving the existence of a discriminatory act or acts and of proving that, but for such act or acts, the alleged injury or damage to the employee would not have occurred.

7.2 AMERICANS WITH DISABILITIES ACT

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA) and the California Fair Employment and Housing Act (CFEHA), and any other applicable non-discrimination law. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodation relating to ADA/CFEHA shall not constitute a “past practice” or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the County.

Prior to taking action, the County shall notice the Association of a proposed accommodation, as it may apply to the working conditions of the Unit, and shall give the Association an opportunity for input. Actions taken by the County under this Article shall not be subject to the grievance procedure.

ARTICLE 8. WAGES

8.1 GENERAL WAGES.

The County's current wage/range table is referenced in Attachment A.

Salary Increases as follows:

- A. Effective the pay period after August 1, 2016, the County will provide a three percent (3%) increase to base salary (Attachment B).
- B. Effective the pay period after August 1, 2017, the County will provide a three percent (3%) increase to base salary (Attachment C).
- C. Effective the pay period after August 1, 2018, the County will provide a two percent (2%) increase to base salary (Attachment D).

8.2 WORK ABOVE CLASSIFICATION

When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:

- A. Be assigned in writing by the Department Head with the approval of the Personnel Office;
- B. Be assigned for other than training purposes;
- C. Perform the full regular duties of the higher position;
- D. Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.)
 - (1) An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
 - (2) Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.
- E. Reestablish his/her eligibility for a higher rate by meeting the above criteria on a semi-annual basis.

- F. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
- G. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, the employee shall continue to receive his/her regularly established rate.
- H. **Maximum Period.** Working in a vacant higher level position, for which there is no incumbent, may not normally exceed a six (6) month period. However, the County Personnel Director may approve an additional period on a case-by-case basis.
- I. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick, or other forms of leave.

8.3 PREMIUM PAY

- A. An employee in the job classification of Juvenile Detention Officer II who is designated by management, in writing, to perform the duties of Officer-in-Charge (OIC) when the only other employees on shift are in a non-supervisory job classification, shall receive an additional five percent (5%) of base salary for the shift when such duties are actually performed.
- B. An employee in the job classifications of Juvenile Detention Officer I/II, Supervising Juvenile Detention Officer, Deputy Probation Officer I/II/III or Supervising Probation Officer who is trained, assigned, and performing certified training classes for the County shall receive an additional five percent (5%) of base wage on an hour for hour basis when actually involved in training others.

8.4 SHIFT DIFFERENTIAL

- A. **Swing Shift.** Employees who are regularly assigned to the second shift (swing) shall receive, in addition to their base pay, an additional seventy cents (\$0.70) per hour shift differential premium. To be eligible for swing shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- B. **Graveyard Shift.** Employees who are regularly assigned to the third shift (graveyard) shall receive, in addition to their base pay, an additional ninety-five cents (\$0.95) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or prior to 9:00 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

- C. **Alternate Work Shifts.** An employee who works a graveyard or swing shift of other than eight (8) hours shall receive an additional seventy cents (\$0.70) for each hour worked between 4:00 p.m. and midnight, and an additional ninety-five cents (\$0.95) for each hour worked between midnight and 8:00 a.m.
- D. **Regularly Assigned.** Regularly Assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- E. **No Shift Differential Paid for Time Not Worked.** Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

ARTICLE 9. HOURS OF WORK

9.1 WORK PERIODS AND HOURS OF WORK

- A. The regular work week shall consist of five (5) working days of eight (8) hours each, from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 a.m. Sunday.
- B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the Department Head on either Monday or Friday for the purpose of minimizing overtime liability.

9.2 ALTERNATE WORK SCHEDULES

- A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.
- B. The establishment of alternate work schedules shall be subject to the following:
 - (1) An alternate schedule shall be established and approved in writing by the Department Head and the County Executive Officer with notice to the Personnel Office and the Association.
 - (2) The Department Head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the Department Head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
 - (3) During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.

- (4) The usage of accrued leave balances such as vacation, sick leave, and other paid time off, shall be on an hour-for-hour basis, e.g., an employee on a 4-10 schedule who misses a day because of illness shall be charged ten (10) hours sick leave for that day.

9.3 JOB SHARING

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
 - (1) A job sharing arrangement shall be established and approved in writing by the Department Head and the County Executive Officer, with notice to the Personnel Office and the Association.
 - (2) The Department Head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
 - (3) The accrual of leave balances, such as vacation, sick leave, and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job share assignment shall be treated as a regular full-time employee for purposes of determining insurance benefit eligibility.

9.4 REST PERIODS. When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four (4) hours or longer. Unless otherwise approved by the Department Head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

9.5 MEAL PERIODS. An unpaid meal period of up to one (1) hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after four hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

9.6 OVERTIME. All regular full-time employees covered by this Agreement shall be compensated for overtime in accordance with the following provisions:

- A. Work beyond the assigned work period must be expressly approved by the Department Head, or his/her designee, in advance. Unless specifically authorized in advance, employees may

not begin work more than fifteen (15) minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

- B. All eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a seven (7) day work period.
- C. Overtime will be computed on actual time worked, adjusted to the nearest increment of six (6) minutes. "Time worked" shall be deemed to include: only those hours actually worked, vacation, credit holiday time off, jury duty hours served, and paid travel time. This time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for the purposes of overtime compensation. A supervisor shall not change the employee's work schedule solely for the purpose of avoiding payment of overtime.
- D. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The Department Head, or his/her designee, shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the Department Head, or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty hours at time-and-one-half). The Department Head may, upon the request of an employee and with the concurrence of the County Personnel Director, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.
- E. Accumulated compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
- F. Upon separation from County employment or transfer to a management job classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.
- G. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 a.m.) and each workday shall be begin daily at midnight (12:01 a.m.).

9.7 STANDBY

- A. A Department Head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of \$2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.
- B. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her Department Head requiring the employee to:

- (1) Review the projected standby assignment schedule within the deadlines established by the applicable department;
- (2) Wear a County provided pager and/or carry a County provided cellular phone during standby assignment;
- (3) Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;
- (4) Respond to callbacks during scheduled standby time unless the employee has notified the department of the name of another qualified employee who will respond;
- (5) Refrain from activities that impair his/her ability to perform assigned duties;
- (6) Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
- (7) Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
- (8) Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

C. **On Call/Subject to Call.** Standby pay is to be distinguished from the uncompensated status of being “subject to call” or “on call,” wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

9.8 CALLBACK FROM STANDBY.

Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be one (1) hour. Such time worked shall not include travel time between an employee’s residence and his/her regularly assigned work location.

9.9 CALLBACK WHILE NOT ON STANDBY

- A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.
- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

9.10 CALLBACK FROM VACATION.

An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period," means vacation approved at least twenty-four (24) hours in advance.

9.11 RELEASE FROM DUTY.

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the County Personnel Director. 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 County Personnel Director.

ARTICLE 10. HEALTH AND WELFARE BENEFITS

10.1 MEDICAL PLAN.

A covered employee is eligible for receipt of retirement health benefit allowances from CalPERS Health as provided in Articles 10.4.B and 10.4.C of this Memorandum of Understanding at the level such CalPERS Health benefits are otherwise provided at the time of retirement where the employee leaves active service from the County of Shasta to take a CalPERS retirement. The employee leaving active service from the County of Shasta to take a CalPERS retirement must accept any such CalPERS Health retirement health benefit allowances within one hundred and twenty (120) days of CalPERS retirement from the County of Shasta or as otherwise provided by law. Employees who leave active service from the County of Shasta and do not directly seek a CalPERS retirement following their service from the County or who do not retire from the County of Shasta within one hundred and twenty (120) days of leaving active service with the County will not be eligible for receipt of retirement health benefits allowances from CalPERS Health as provided in Articles 10.4.B and 10.4.C of this Memorandum of Understanding. Nothing in this paragraph is intended to create a vested right to retiree health benefits but rather is intended to describe the current qualifications for covered employees to receive retirement health benefit allowances from CalPERS Health as provided by law based on the County's current benefit plans.

10.2 DENTAL PLAN.

The County will provide a dental plan for all regular full-time and regular part-time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by Delta Dental. The County will increase its monthly contribution to the dental premium as necessary by up to \$5.00 for employee only and by up to \$5.00 for an employee with dependents effective with the paycheck of June 2016, up to a like amount in subsequent years of this contract, should the dental premium increase. Rate increases greater than those amounts will be absorbed by the employee.

10.3 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 medical and

dental, as provided in this article, shall commence the first of the month following six (6) months of employment unless otherwise required by the insurance provider(s). Employees who are otherwise eligible for 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.

10.4 COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

The County maximum health contributions to the medical and the County maximum dental contributions during the term shall be:

Category	Monthly Medical Contribution For 2016	Monthly Dental Contribution
Employee Only	\$676.23	\$28.14
Employee + 1	\$1034.24	\$45.67
Employee + Family	\$1344.51	\$59.91

- A. For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium cost and sixty-five percent (65%) of the Employee plus one and Employee plus family medical 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 that portion of the premium not contributed by the County.

- B. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 10.11; the retiree medical premium will be paid as follows:
 - (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
 - (2) CalPERS will deduct the balance of the medical premium from the retiree’s retirement payment; and
 - (3) 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.

- C. 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:
 - (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and

(2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

- D. 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 10 – 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 10 of the Agreement.

Except as otherwise provided in this article, any additional contributions necessary for the medical and dental plans fee shall be paid by the employee through payroll deduction. 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.

The parties will continue to explore an alternative method of funding Unit members' health coverage. Such potential methods shall be limited to those which would provide no expansion of total cost of County contributions over the current method. Any change in method will require mutual agreement of the parties.

The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the PERS Health Care law governing the vesting of health care benefits to retirees and other provisions. The modifications to be submitted to the legislature will be developed and agreed to by the parties and, perhaps representatives of other units prior to final drafting.

10.5 ELIGIBILITY FOR RETIREE HEALTH BENEFITS.

For employees hired prior to August 1, 2008, and serve as County employees thereafter until retirement (unless otherwise required by the medical provider's contract), the County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten percent (10%) of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.

10.6 VISION PLAN.

The County will provide a vision plan for all regular full-time employees and regular part-time employees using the California Vision Plan A (\$15 deductible) as the minimum standard. The County

shall pay the premiums for all regular full-time and regular part-time employees. Employees may enroll their eligible dependents in the vision care program and pay the premiums through payroll deductions.

10.7 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the Unit. Employees may purchase additional life or AD&D insurance under the County's policy or purchase coverage of life or AD&D insurance for qualified dependents. Purchase of additional insurance shall be subject to the terms and conditions of the County's policy with the insurance carrier.

10.8 DISABILITY INSURANCE.

Effective June 2015, the employees in this bargaining unit transitioned back into the California's State Disability Insurance program ("SDI"). Each employee shall pay for the SDI plan through payroll deductions and will be eligible for benefits as determined by EDD's procedure.

Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, compensatory time off, or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Paid Family Leave Insurance will be administered as described above, except employees will be required to use other leave balances after Family Sick Leave (if appropriate) has been exhausted.

10.9 COUNTY CONTRIBUTIONS WHILE ON LEAVE

- A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.
- B. In cases where an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA-qualifying serious medical condition, the County may continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay for a maximum of six (6) pay periods. State disability benefits shall not be considered as pay. This provision shall be limited to those employees who, but for time served with the County would otherwise qualify for FMLA coverage. Application for such continuation shall be made to the County Personnel Director.

10.10 IRS SECTION 125 BENEFIT PLAN.

- A. 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 subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.
- B. 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.
- C. 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.

10.11 401(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 10.4.B, 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 10.4.B. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 10.4.B, 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 10.4.B shall be irrevocable.

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

- A. 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.

- B. 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:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
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%

- C. 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.

10.12 INOCULATIONS.

Inoculations for Hepatitis “A” and “B” (series), as well as TB tests will be made available to Unit employees as determined by the Probation Department Labor/Management Committee.

10.13 EMPLOYEE ASSISTANCE PROGRAM.

When an Employee Assistance Program (EAP) covers other employees in the County, this Unit will be covered as well. Members of this Unit shall be entitled to utilize the services contained in this program as offered and paid for by the County.

ARTICLE 11. RETIREMENT

11.1 CalPERS.

Effective January 15, 2001, the County provided 2% @ 50 safety retirement for all eligible employees in the Unit. The County shall pay all of the employer contributions associated with this formula as determined by CalPERS. Employees newly hired after May 8, 2011 are covered under the CalPERS 2% @ 55 safety retirement formula. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2% @ 57 formula or the 2% @ 55 formula as determined by CalPERS in compliance with California state law.

Should the County be required by law, arbitration award or any other cause (except voluntary agreement by the County to a valid Memorandum of Understanding with this or any other County bargaining unit) to enhance the safety retirement formula to one greater than 2% @ age 50, the parties agree to reopen this Agreement and any future agreement between the parties in an effort to adjust salaries and/or benefits provided herein or therein in order to offset any additional costs resulting from the required change. If agreement cannot be reached by meeting and conferring within a reasonable time period, the parties agree that the County may implement its final offer in complete and final resolution of the issue.

11.2 CalPERS - EMPLOYEE CONTRIBUTIONS.

Employee contributions towards the retirement system shall be made by contributing, through payroll deductions, the full employee contribution on wages subject to CalPERS contributions.

The employee paid portion of CalPERS contributions is made on a pre-tax (tax deferred) basis.

11.3 DETERMINATION OF FINAL COMPENSATION. Unless otherwise required by CalPERS, eligible employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive thirty-six (36) months.

ARTICLE 12. PAID LEAVES

12.1 HOLIDAYS

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

- (1) January 1st, New Year's Day

- (2) The third Monday in January, Martin Luther King, Jr. Day
- (3) February 12th, Lincoln's Birthday
- (4) The third Monday in February, Presidents' Day
- (5) The last Monday in May, Memorial Day
- (6) July 4th, Independence Day
- (7) The first Monday in September, Labor Day
- (8) November 11th, Veterans Day
- (9) The fourth Thursday in November, Thanksgiving Day
- (10) The day following Thanksgiving Day
- (11) December 24th
- (12) December 25th

B. Annual Holiday Schedule. The annual holiday schedule shall be announced by the County Personnel Director prior to January of each year, but such announcement shall not alter any provision of this article.

C. Maximum Holiday Hours. Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, i.e., maximum of ninety-six (96) hours per year.

D. Observed Holidays. The official holidays listed above shall be treated as observed holidays when the following occur:

- (1) When an official holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
- (2) When an official 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.

E. Work On An Official Holiday.

- (1) A regular employee who does not work a five (5) day per week schedule with Saturday and Sunday as normal days off and who works on an official holiday, as defined in section A., shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours as full compensation for the official holiday. At the employee's choice, the time and one-half portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
- (2) A regular employee who does not work a five (5) day per week schedule with Saturday and Sunday as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (fifty percent or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

F. **Work on an Observed Holiday.** An employee working on an observed holiday shall not be eligible to receive time and one-half (1-1/2) holiday compensation unless that employee works a five (5) day per week schedule with Saturday and Sunday as normal days off.

G. **Holiday Compensation.**

- (1) Those employees working a five (5) day per week schedule with Saturday and Sunday as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
- (2) Those employees not working a five (5) day per week schedule with Saturday and Sunday as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
- (3) Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the Department Head may, upon the request of the employee and with the concurrence of the County Personnel Director, extend the limit on accrued holiday time.
- (4) An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

12.2 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 paid status, excluding overtime hours worked.

- B. **Usage.** Paid sick leave can only be granted upon the recommendation of the Department Head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Sick Leave Usage in Lieu of 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 make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.
- D. **Family Illness/Medical Appointments/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. 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 father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step-grandparents, grandchildren, step-parents, step-child, step-sister, step-brother, step-grandchild, foster child, foster parents, or others as stipulated by law.
- E. **Verification of Illness.** Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the Department Head.

12.3 SICK LEAVE RETENTION INCENTIVE PAYMENT.

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 ½%	\$6,000
20 or more	50%	\$6,000

12.4 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.

An employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

12.5 SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF.

At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in Section 12.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless the employee repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

12.6 BEREAVEMENT LEAVE

- A. 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 non-concurrent death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided however, that not more than two (2) additional working days 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 registered domestic partner, husband, wife, father, mother, son, daughter, sister, brother, grandparent, grandchild, step-parent, step-child, step-sister, step-brother, step-grandparent or step-grandchild.
- B. Verification of Bereavement Leave. Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

12.7 JURY DUTY

- A. A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) the employee receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.
- B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.
- C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

12.8 VACATION

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis 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 become 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 Days per Year	Maximum Hours Accrued
0 through 3	.0385	10	160

4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

B. Use of Vacation

- (1) 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.
- (2) The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

C. Payment for Vacation

- (1) **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.
- (2) **Annual Payment.** During each calendar year, an employee may choose to receive payment for up to twenty-five (25) hours of accrued vacation leave or compensatory time. Such payment shall be made based on the employee’s base hourly rate, without shift differential or any other add-ons. Such payment shall be made once either during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation or compensatory time during the calendar year.

- 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 13. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES

13.1 UNIFORM

- A. Upon initial hire, Juvenile Detention Officers shall be provided with five (5) uniform shirts. Shirts will be replaced by the Department when they are no longer serviceable. Shirts damaged through neglect shall be replaced by the employee. Upon termination, all shirts shall be returned to the County.
- B. Upon initial hire, Juvenile Detention Officers assigned to the Juvenile Hall shall also be provided with five (5) pair of uniform trousers. Trousers will be replaced by the Department

when they are no longer serviceable. Trousers damaged through neglect shall be replaced by the employee. Upon termination, all trousers shall be returned to the County.

- C. Shirts and trousers may only be worn by employees during commute to and from work and/or on duty. Employees shall not allow unauthorized use by non-employees. Employees may not conduct personal business off duty while wearing a Probation Department shirt or other garments with Department insignia(s), unless the shirt or other garment is covered by an outer garment.

13.2 COUNTY PROPERTY AND SAFETY EQUIPMENT

- A. Each Department of represented employees shall issue and maintain necessary safety equipment. Issued safety equipment shall be determined by the Department Head, and items may be added from time to time as a need arises. Safety equipment may include:

- (1) Deputy Probation Officers:

- i. Badge and identification card with case
 - ii. Body Armor
 - iii. Handcuffs and key
 - iv. OC Pepper Spray with holster

- (2) Juvenile Detention Officers:

- i. Handcuffs and key
 - ii. OC Pepper Spray with holster

- (3) Armed Probation Officers:

- i. Weapon with holster, 2 magazines and pouch and ammunition
 - ii. Handcuffs and key
 - iii. OC Pepper Spray with holster
 - iv. Badge and identification card
 - v. 50 Rounds of practice ammunition per month
 - vi. Body Armor

- B. All uniforms and other equipment issued by the County for personal use by an employee shall remain County property and immediately returned upon termination or upon demand by the Chief Probation Officer or his/her designee.

ARTICLE 14. PROBATIONARY PERIOD

14.1 INITIAL PROBATION.

Upon initial appointment, all Unit 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.

14.2 PROMOTIONAL PROBATION.

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

14.3 DEPUTY PROBATION OFFICER I.

Supervising Juvenile Detention Officers who accept a position as a Deputy Probation Officer I shall serve a twelve (12) month probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class. The exceptions of this section to the County Personnel Rules do not extend to any employee any other rights or waivers of Personnel Rules, nor create any additional obligations of the County other than specifically identified in this section.

14.4 PROBATION ON TRANSFER OR DEMOTION.

For good cause shown, a Department Head may require a twelve (12) months 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 without cause or right of appeal.

14.5 EXTENSION OF PROBATIONARY PERIODS.

Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

14.6 REJECTION FROM PROBATION.

Rejection during a probationary period is not a disciplinary action.

ARTICLE 15. DISCIPLINARY ACTION

15.1 GENERAL

- A. The tenure and status of every employee covered by this agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action.
- B. The procedures set forth in this Article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the County Board of Supervisors.
- C. Any appointing authority, may initiate disciplinary action for cause. As used in this section, "appointing authority" shall mean an elected or appointed Department Head, or his/her designee, who initiates the disciplinary action.
- D. The procedures set forth in this Article shall not preclude an employee from entering into a written agreement with the County to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for as part of that written settlement agreement.

15.2 BASIS FOR DISCIPLINARY ACTION.

Disciplinary action, up to and including termination of employment, may be taken against any employee for unsatisfactory performance or for misconduct including, but are not limited to, the following:

- A. Absence without leave.
- B. Misfeasance, malfeasance, nonfeasance or neglect of duty.
- C. Incompetence.
- D. Inefficiency.
- E. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
- F. Negligent or willful damage to public property.
- G. Waste or misuse of public supplies or equipment.
- H. Discourteous treatment of members of the public or public officers or employees while on duty.

- I. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. “Controlled substance” includes any substance described in sections 11054 et seq. of the Health and Safety Code.
- J. Use of alcohol or controlled substances which interferes with the employee’s ability to perform his or her duties.
- K. Conviction of any criminal act involving moral turpitude.
- L. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
- M. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee’s job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
- N. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee’s constitutionally protected speech.
- O. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
- P. Fraud in obtaining County employment.
- Q. Violation of any of the provisions of the personnel –rules or any rule, policy, or regulation adopted pursuant to this contract or law.
- R. Violation of the County’s Sexual Harassment Policy.

15.3 BASIS FOR OTHER TERMINATION FOR CAUSE

- A. Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee’s job, as determined by a medical or mental examination. (Not disciplinary in nature.) An employee whose employment is subject to termination under this section shall have the ability to appeal if it were an Intermediate Disciplinary Action under 15.4.
- B. An employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have resigned his/her position. Employees terminated under this section shall have the availability of subsections 15.5 A, B, and introductory paragraph of C only. After the use of these sections, should the Personnel Director find that the reason for absence is acceptable and the employee is ready, able and available to resume work, the employee may be reinstated at the employee’s prior pay and benefit levels. (Not disciplinary in nature.)

15.4 TYPES OF DISCIPLINE.

The types of discipline recognized for purposes of applying one of the appeal procedures under this Article are:

- A. **Written Reprimand.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the Department Head, or designee. Within five (5) working days thereafter, the Department Head, or designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- B. **Intermediate Disciplinary Action.** Suspension without pay, demotion, or reduction in base pay. An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 15.5 A. and B. below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Rules.
- C. **Severe Disciplinary Action.** Discharge. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section 15.3 above shall be afforded the procedural protections of Section 15.5 below.

15.5 APPEAL PROCEDURES.

The below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

- A. **Notice.** The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:
 - (1) A description of the events which necessitated the proposed disciplinary action;
 - (2) A statement of the charges;
 - (3) A statement of the proposed disciplinary action;
 - (4) A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
 - (5) A statement of the employee's right to representation; and

- (6) Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the County Counsel. A copy of every notice shall be sent to the Personnel Director. Upon mutual written agreement the response meeting may be delayed beyond the date set in subsection 6. above.

B. Employee's Response

- (1) Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final action cannot be presented in any subsequent proceeding.
- (2) An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

C. Management Representative's Decision. Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific findings made against the employee and the effective date of the action. Service by certified mail is effective upon the Postal Service's final attempt to deliver the statement.

- (1) This statement shall clearly inform the employee that the employee, through the Association, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in Section D. below or the Board of Employee Appeals pursuant to the Personnel Rules, to contest the action of the management representative. The request must be filed by the employee, through the Association with the Personnel Director.
- (2) If, within the initial five (5) working day appeal period, the employee, through the Association, does not file said appeal, the action of the management representative shall be considered conclusive.

D. Appeal of Discharge. Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five (5) day appeal period, the employee, through the Association, files notice of appeal of discharge, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing.

- (1) The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the State Mediation and Conciliation Service and following that organization's selection procedure.
- (2) All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
- (3) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
- (4) Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, the respondent may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness will testify truthfully.
- (5) The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
- (6) Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Association.
- (7) The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action or other termination for cause as defined above. The Arbitrator shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one (1) session without the mutual consent of the County and the Association.

- (8) The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

15.6 SUMMARY SUSPENSION

- A. Concurrently with or at any time after service of a notice of proposed action under section 15.5.A above, the affected employee may be temporarily suspended without pay or temporarily reduced in rank by the appointing authority pending the determination of the allegations if the conduct alleged in the notice, if proven true, would threaten or injure the public peace, health, safety, welfare, or for other good cause.

However, an Appointing Authority may orally order the immediate suspension of an employee if the employee's conduct or condition is deemed by the Appointing Authority to constitute a threat of direct and immediate injury to the health, safety, or property of another. The appointing authority shall thereafter prepare and serve a notice of proposed action under 15.5.A as soon as practicable.

- B. If the appointing authority does not order imposition of a personnel action after the hearing, or the Board of Employee Appeals revokes an order imposing a personnel action, the employee shall be compensated for the period of temporary suspension or reduction in rank as if the employee had worked the employee's regularly assigned shift in the employee's proper rank.

If a personnel action is ordered and if appealed, confirmed, no compensation shall be paid for any period of temporary suspension or reduction in rank, unless the order provides otherwise.

15.7 RIGHT TO REPRESENTATION.

An employee subject to a meeting or an investigation that may result in disciplinary action, a pre-disciplinary conference, or an appeal hearing has the right to be represented by the Association, an employee representative, or an attorney retained by the employee at the employee's expense.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 CONTRACTING OUT.

When the County elects to contract out work which is regularly performed by Unit employees, and when such contract will result in a loss of regular County positions or a reduction in regular hours, the County will give reasonable notice of its decision to the Association to afford an opportunity for prompt and timely discussion of the decision's impact on Unit employees.

16.2 RE-EMPLOYMENT AFTER LAYOFF.

Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County job classification within three (3) months of layoff will not lose

County seniority for purposes of layoff, vacation accrual, CalPERS contribution status, medical, and dental coverage. However, time between layoff and reemployment shall not count toward seniority.

16.3 PROBATION DEPARTMENT LABOR/MANAGEMENT COMMITTEE.

The County and the Association agree to form and participate in departmental level Labor/Management Committees. The Committees may address quality of services, productivity, customer service, workplace safety, workplace efficiency (including but not limited to alternate work schedules, shift schedules, and shift assignments), training recommendations, cost saving opportunities, and other issues of common concern to employees and management.

- A. The Committee shall be comprised of the Department Head, or his/her designee, the Association President, or Vice-President and two (2) department employees represented by the Association.
- B. The Committee will meet on a quarterly basis unless, by mutual agreement, the parties schedule additional meetings or elect to forego a meeting.
- C. Items to be discussed must be submitted by either party at least one (1) week prior to the date of the meeting and those mutually agreed upon shall be placed on the agenda. Additional items may be added by mutual agreement during the Committee meeting.
- D. Committee members shall not be subject to loss of pay resulting from time spent in performing Committee duties.
- E. Committee discussions and recommendations are not intended to detract from, interfere with, or in any way replace the normal meet and confer process. No amendment to this Agreement shall be entertained nor agreed to at these Committee meetings. Further, the actions or inaction of a Department Head upon recommendations of the Committee shall not be subject to the grievance procedure of this Agreement.

16.4 LEAVES OF ABSENCE WITHOUT PAY.

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum of twelve months and requires the approval of the County Personnel Director. Such leave shall not extend beyond twelve (12) months except in cases to comply with external legal requirements such as for medical or disability accommodation.

16.5 RESTRICTIONS ON PROMOTIONS.

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and Personnel Director approval for extraordinary reasons.

16.6 JOINT ISSUES FORUM.

A member of the Association and its paid representative 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.

16.7 EDUCATIONAL EXPENSES.

For members of the Association, Section 20.10.C of the Personnel Rules will be applied with the following changes: "Upon the department head's approval, the County will pay for or reimburse an employee for actual, reasonable, and necessary costs of other classes, seminars, or workshops related to the employee's current employment and which are not taken for the purpose of qualifying for another position or non-County employment."

ARTICLE 17. GRIEVANCE PROCEDURE

17.1 DEFINITIONS

- A. **Grievance.** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement or one of the policies listed in Chapter 9 of the Personnel Rules, which adversely affects the grievant.

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 the Agreement 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.

17.2 INFORMAL RESOLUTION.

Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if the employee receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

17.3 FORMAL PROCESS

- A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.
- B. **Step 2:** If the grievant is not satisfied with the written answer from his/her manager, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.
- C. **Step 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, un-budgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals.

17.4 GRIEVANCE BOARD

- A. The Grievance Board shall consist of three (3) members as follows who shall act as neutrals:
 - (1) A Department Head, or his/her designee, of a County department other than that in which the aggrieved employee is assigned, to be appointed by the County Executive Officer;
 - (2) A County employee represented and designated by the Association; and
 - (3) The County Personnel Director, or his/her designee, who shall serve as chairperson.
- B. The Association designee shall be granted release time to participate in the activities of the Grievance Board.

17.5 GENERAL PROVISIONS

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

- B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or Department Head may consult with the County Personnel Director.
- E. Time limits and formal steps may be waived by mutual written consent of the parties.
- F. Proof of service shall be accomplished by certified mail or personal service.
- G. The County Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the County Personnel Office.

ARTICLE 18. PEACEFUL PERFORMANCE

18.1 NO STRIKES OR LOCKOUTS

- A. During the term of this Agreement, neither the Association nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or goods to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Association's or its members' agreement to a change in working conditions.
- B. 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 Association, 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 protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible; provided that the picket signs clearly state that the picketing is informational only.
- C. If any conduct prohibited by this section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such an effort to terminate, and does not in any way encourage any of the activities prohibited by this section,

which were not instigated by the Association or its staff, the Association will not be liable for damages to the Employer caused by such activities.

18.2 DISCIPLINE.

Any employee who participates in any activity prohibited by section 18.1 of this article shall be subject to discharge or any less discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 15, Disciplinary Action.

18.3 REMEDIES FOR BREACH.

The Employer and the Association shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if section 18.1 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 19. PERSONNEL RULES

19.1 Additional rules, regulations, policies, and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Rules.

19.2 If during the term of this agreement the County desires to amend the following provisions of the Personnel Rules, the County shall give notice to the Association and provide an opportunity to meet and consult on any proposed substantive changes. Should the Association choose to meet and consult, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Association shall meet and consult in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

19.3 The following provisions of the County Personnel Rules are covered by this article:

- A. Voluntary Time Off Without Pay;
- B. Leaves of Absence;
- C. Drug/Alcohol Testing Policy;
- D. Salary administration provisions dealing with reclassification; anniversary dates;
- E. Layoff Provisions;
- F. Travel Policy;
- G. Performance Evaluation Policy (Chapter 34, Personnel Rules, procedure only).

The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER

20.1 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.

20.2 NO INTERIM BARGAINING

- A. It is agreed and understood that during the negotiations which 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 counter-proposals 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. Except as may be otherwise provided herein, matters agreed to in this Agreement shall remain in full force and effect for the term of this Agreement.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

20.3 MODIFICATION

- A. 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.
- B. In the event any new practice, subject, or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

20.4 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.

20.5 CONTROLLING AUTHORITY.

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

20.6 SAVINGS PROVISION.

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this Agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this article, should a provision or application be deemed invalid by a court of competent jurisdiction or as the result of a statutory or regulatory change, the parties shall, upon written request of either party, meet not later than thirty (30) days after such court or legislative change to re-negotiate the provision or provisions so affected.

To memorialize that the foregoing terms and conditions of employment have been agreed to by authorized representatives of the parties to this Agreement and are recommended to their respective principals, the negotiating team members have signed below:

For the County:

For the Association

Gage Dungy
Chief Negotiator

Chuck Flesher
Chief Negotiator

Angela Davis
Director of Support Services

Yvonne Pierce
PPOA President

Shelley Forbes
Team Member

Jesse Trammel
Member

ATTACHMENT A

PPOA SALARY FOR MOU TERM

Job Classification	Range	Current	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3145	4013
DEPUTY PROBATION OFFICER II	453	3467	4425
DEPUTY PROBATION OFFICER III	468	3731	4761
JUVENILE DETENTION OFFICER I	FLAT	2717	2717
JUVENILE DETENTION OFFICER II	413	2852	3640
SUPRVSG JUVENILE DETENTION OFC	433	3145	4013
SUPRVSG PROBATION OFFICER	488	4113	5249

ATTACHMENT B

PPOA SALARY FOR MOU TERM

Job Classification	Range	Beginning with Pay Period 08/07/2016	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3239	4134
DEPUTY PROBATION OFFICER II	453	3571	4558
DEPUTY PROBATION OFFICER III	468	3843	4904
JUVENILE DETENTION OFFICER I	FLAT	2799	2799
JUVENILE DETENTION OFFICER II	413	2938	3749
SUPRVSG JUVENILE DETENTION OFC	433	3239	4134
SUPRVSG PROBATION OFFICER	488	4236	5407

ATTACHMENT C

PPOA SALARY FOR MOU TERM

Job Classification	Range	Beginning with Pay Period 08/06/2017	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3336	4258
DEPUTY PROBATION OFFICER II	453	3678	4694
DEPUTY PROBATION OFFICER III	468	3958	5051
JUVENILE DETENTION OFFICER I	FLAT	2882	2882
JUVENILE DETENTION OFFICER II	413	3026	3862
SUPRVSG JUVENILE DETENTION OFC	433	3336	4258
SUPRVSG PROBATION OFFICER	488	4363	5569

ATTACHMENT D

PPOA SALARY FOR MOU TERM

Job Classification	Range	Beginning with Pay Period 08/05/2018	
		A Step	F Step
DEPUTY PROBATION OFFICER I	433	3403	4343
DEPUTY PROBATION OFFICER II	453	3752	4788
DEPUTY PROBATION OFFICER III	468	4037	5152
JUVENILE DETENTION OFFICER I	FLAT	2940	2940
JUVENILE DETENTION OFFICER II	413	3086	3939
SUPRVSG JUVENILE DETENTION OFC	433	3403	4343
SUPRVSG PROBATION OFFICER	488	4451	5681