MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY EMPLOYEES ASSOCIATION

(SUPERVISORY UNIT)

July 1, 2018 – June 30, 2021

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ARTICLE 1. PARTIES

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the Shasta County Employees Association (hereinafter referred to as "SCEA," "Bargaining Unit," or "Association").

1.2. 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 his/her designee have been identified:

2.1. County's principal authorized agent shall be:
County Executive Officer
County of Shasta
1450 Court Street, Suite 308A Redding, CA 96001
Telephone: (530) 225-5561
FAX#: (530) 229-8238

2.2. Association's principal authorized agent shall be:
Shasta County Employees Association
PO Box 990723
Redding, CA 96099 (530) 245-6464

ARTICLE 3. RECOGNITION

The County recognizes the Association as the exclusively recognized employee organization pursuant to Government Code section 3501(b) and the Shasta County Employer-Employee Relations Resolution (Resolution 97-154) for all regular full-time and part-time employees (1/2 time or more) in the Supervisory Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of job classifications covered by this Agreement.

ARTICLE 4. TERM

TERM. This Agreement is entered into on September 11, 2018 for a term covering July 1, 2018 to and inclusive of June 30, 2021 except as otherwise provided. 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 (Board). During the month of March of the final 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 ninety (90) days prior to the expiration of this Agreement or on a later date by mutual agreement.

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 SCEA Board of Directors. Each member of the SCEA Board of Directors shall be permitted two (2) hours of release time per month to conduct Association business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Association business shall be scheduled in advance with the approval of the Department Head or his/her designee. Approval of such release time shall not be unreasonably withheld.

B. **Stewards.** The County shall recognize up to five (5) employees designated by the Association as Stewards. A County employee who is designated as a Steward 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 Steward 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 of more than fifteen (15) employees represented by the Association which 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.

A 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 authorized representative.

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/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 provided and maintained by the Association. The County shall make any such authorized employee deductions based on certification from the Association and provide reports of these transactions to the Association. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.

5.5. **PERSONNEL REPORTS.** The County will, to the extent practicable, provide, upon request, with reasonable advance notice, the Association with the Termination Listing. The County shall provide this report when published.

5.6. **LIMITED ACCESS TO EMPLOYEES THROUGH COUNTY E-MAIL SYSTEM.** The Association may send email to County email addresses of employees it represents in accordance with the following provisions:

A. The email must be sent from a source outside of the County email system with a static IP address;

B. The email must be on Association letterhead and otherwise only contain text of not more than 350 kb in length;

C. The email may not contain attachments, but may include links to information outside of the County email system

D. No political communication of any kind may be transmitted by the bargaining unit representative;

E. The individual sending the email must be identified by name;

F. Up to three (3) individuals may be authorized to send email upon notification to the Director of Support Services

G. The Director of Support Services must be copied on all email;

H. Email may only notify employees of Association meetings and may direct employees to the Association's website for other information;

I. The Association may send up to four (4) emails per calendar month unless authorized by the Director of Support Services;

J. Recipients of email may not use work time to respond to the Association emails, view Association websites, or conduct Association business;

K. Employees may request that email not be sent to them, and the Association shall respect these requests;

L. After notice to the Association, the County maintains the right to withdraw use of County email, at its sole discretion, for violation of this section. Such action will not be subject to grievance or other appeals process. Employee actions prohibited in subsection J will not be considered reason for implementation of subsection L;

M. Within five (5) calendar days of notice in subsection L, the Association shall have the right to meet with the Director of Support Services in an attempt to resolve concerns prior to withdrawal of use; and

N. The Association and employees accept the fact that the County spam filter may direct some email to employees' spam mailboxes, and employees will need to access these mailboxes to view such mail.

5.7. NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION.

A. **New Employee Orientation Access.** The Association will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.

1. No more than two (2) representatives may present Association membership information.

2. Management representatives will excuse themselves during the Association portion of the orientation.

3. The Association agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.

4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Association provides Personnel

with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Association will be provided a written explanation of why the employee could not be released.

B. Disclosure of Employee Contact Information.

1. The County will provide the Association a digital file via email to the email address designated by the Association containing the following information to the extent the County has it on file:

    i. Name.

    ii. Job title.

    iii. Department.

    iv. Work location.

    v. Work, home and personal cellular telephone numbers.

    vi. Personal email addresses on file with the County (new hires only).

    vii. Home address.

2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.

3. An employee may opt out via written request to the County, with a copy to the Association, to direct the County to withhold disclosure of the employee's:

    i. Home address.

    ii. Home telephone number.

    iii. Personal cellular telephone number.

    iv. Personal email address.

    v. Birth date.

5.8. NEWLY PROMOTED EMPLOYEE TO BARGAINING UNIT ORIENTATION TIME.

A. **Newly Promoted Employee Access.** Upon receipt of the monthly listing of employees promoted into a classification represented by the bargaining unit, a bargaining unit representative may contact the newly promoted employee in order to mutually agree to

meet for a period of up to fifteen (15) minutes to discuss bargaining unit membership.

1. The Association agrees not to engage in speech that could cause substantial disruption or material interference with County activities during this meeting.

2. County employee representatives conducting said meetings may attend, and travel to and from, the meeting on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Association provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Association will be provided a written explanation of why the employee could not be released.

ARTICLE 6. MAINTENANCE OF MEMBERSHIP

6.1. **MAINTENANCE OF MEMBERSHIP.** All regular employees in job classifications in the Bargaining Unit, who are members effective upon the approval of this Agreement, must remain a dues-paying member of SCEA until the annual window to withdraw. An employee who elects to become a member shall remain a member during the term of this Agreement except that each year during the month of June, an employee may sign the appropriate form provided by the Association, revoking the authorization for the payroll deduction of membership dues and withdrawing from membership.

6.2. **ENFORCEMENT / SEVERABILITY.** In the event that any provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by such provision.

6.3. **INDEMNIFY AND HOLD HARMLESS.** SCEA 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.

ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES

7.1. 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 or furlough 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; and

Q. To take whatever action necessary to prepare for and operate in an emergency.

7.2. 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.

7.3. 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 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

8.1. NON-DISCRIMINATION.

The County and the Association agree that 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.

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.

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.

8.2. 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), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination 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, unless required by law.

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 9. WAGES

9.1. SALARIES AND WAGES.

The current wage table for unit job classifications is referenced in Attachment A.

A. **Negotiated Increases.**

1. On September 16, 2018, the County shall provide an across the board increase to all classes in the unit of two and one half percent (2.5%), shown in Attachment B.

2. On July 7, 2019, the County shall provide an across the board increase to all classes in the unit of two and one half percent (2.5%) shown in Attachment C.

3. On July 5, 2020, the County shall provide an across the board increase to all classes in the unit of two percent (2%) shown in Attachment D.

9.2 **SALARY ADJUSTMENT**. The County retains the right to adjust salaries upward as needed for recruitment, retention or other purposes after notice and discussion with the Association.

9.3 **LONGEVITY PAY.** Employees in SCEA classes with at least twenty (20) years of service with Shasta County, including at least three (3) years which has been served in a SCEA supervisory position are eligible for a three percent (3%) longevity pay stipend.

9.4 **WORK ABOVE CLASSIFICATION.**

A. **Qualification Period.** 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:

1. Be assigned in writing by the Department Head with the approval of the Personnel Office;

2. Be assigned for other than training purposes;

3. Perform the full regular duties of the higher position;

4. 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.)

   a. 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.

   b. 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.

5. Reestablish his/her eligibility for a higher rate by meeting the above four (4) criteria on a semi-annual basis.

B. **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.

C. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, he/she shall continue to receive his/her regularly established rate.

D. **Maximum Period.** Working in a vacant higher level position for which there is no incumbent may not exceed a six (6) month period. However, the Director of Support Services may approve an additional period on a case-by-case basis.

E. **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.

9.5. **PREMIUM PAY.**

A. An employee in the job classification of Supervising Crafts Worker who has obtained Asbestos certification and who is assigned by the Department Head as part of his/her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay. An employee in this classification who is also the "designated competent person" and who the Department Head has delegated supervision of the county's Asbestos abatement program shall receive an additional five percent (5%) for a total often percent (10%) of base pay.

B. An employee in the job classification of Maintenance Supervisor who is assigned on a permanent basis to the Fall River Mill Maintenance District shall receive an additional seventy dollars ($70.00) per pay period during such assignment.

C. **Supervisory Pay Differential.**

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

2. **Process for Supervisory Pay Differential.** A supervisor may apply in writing, through the Department Head, to the Director of Support Services for consideration of a pay class stipend if a subordinate job classification is at a salary range higher than the supervisor's job classification. Such stipends will be granted in half percent (1/2 %) increments. When applied, the effect of this stipend will be that the supervisor's salary range will be five percent (5%) above the subordinate's salary range (based on F step comparisons including subordinates pay stipends, if

appropriate). The pay stipend will be processed as a salary footnote on a Personnel Action Form. The Director of Support Services will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the Director of Support Services to grant or not grant a pay stipend is final unless the employee's Department Head appeals to the CEO. The findings of the CEO are final. This process is not subject to the grievance process.

D. An employee in the job classification of Mental Health Medical Records Supervisor shall receive an additional ten percent (10%) of base salary for registration as a Registered Record Administrator or certification as an accredited Medical Records Technician.

E. Any unit member who holds and uses a specialized certificate or license for which his/her subordinate(s) receives a stipend shall be eligible for the same stipend.

F. An additional five percent (5%) will be added to base salary of an employee in the classification of Mechanical Crafts Worker IIII or Supervising Crafts Worker when regularly assigned to perform maintenance duties in the jail. The five percent (5%) of base pay shall only apply to time actually worked in the Jail.

9.6. **SHIFT DIFFERENTIAL.**

A. Employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents ($0.60) 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. Employees who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents ($0.85) 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. An employee who works a swing or graveyard shift of other than eight (8) hours shall receive an additional sixty cents ($0.60) for each hour worked between 4:00 P.M. and midnight, and an additional eighty-five cents ($0.85) for each hour worked between midnight and 8:00 A.M.

D. 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 10. HOURS OF WORK

10.1. 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.

10.2. ALTERNATE WORK SCHEDULES.

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five (5) eight-hour (8) 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 forty (40) hours per week or eighty (80) hours biweekly.

B. The establishment of alternate work schedules shall be subject to the following:

1. An alternate work schedule shall be established and approved in writing by the Department Head and the County Executive Officer (CEO) with notice to the Personnel Office and 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 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 [10] hours sick leave for that day).

C. **Flexible Work Hours Plan.** Flexible Work Hours Plan is an alternate work schedule. Once approved by the process described in the Personnel Rules section 10.1, this plan allows an employee to voluntarily set a flex schedule each week, with the supervisor's approval. The schedule provides for working forty (40) hours in a week but provides time for personal or medical appointments, to participate in children's school activities, or for other reasons that would not normally be available in a regular five (5) days per week,

eight (8) hours per day schedule unless the employee utilized leave balances. Details regarding this program are located in the Forms section of the Personnel Rules.

10.3. **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 CEO, 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 sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

10.4. **REST PERIODS.** When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four 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.

10.5. **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 [4] 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.

10.6. **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 (1-112) times each hour worked in excess of forty (40) hours in a seven (7) day work period.

C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or holiday credit hours taken, jury duty hours served and paid travel 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 purposes of overtime compensation.

D. Eligible employees shall be entitled to compensatory time off (CTO) 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. CTO shall accrue and may be used upon approval of the Department Head or his/her designee. CTO may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The Department Head may, upon the request of an employee and with the concurrence of the Director of Support Services, extend the limit on accumulated CTO in excess of sixty (60) hours. Non-exempt employees (see Attachment A for non-exempt designations) may accumulate additional hours up to two hundred and forty (240) hours (one hundred and sixty [160] hours at time- and-one-half). Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

E. Accumulated CTO 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 CTO 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 AM) and each workday shall be begin daily at midnight (12:01 AM).

H. All employees in the job classification of Information Technology Supervisor covered under this Agreement are salaried employees and exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). For payroll purposes, such employees are compensated on a biweekly salary basis, and need not submit documented time reports. The provisions of such salaried status are as follows: For the performance of prescribed duties, the employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position; for absences of one full workday or more, an employee will submit an exception document which deducts such time from the employee's applicable leave accruals; subject to approval by the Department Head, reasonable time off of amounts of less than one full workday is authorized for personal use during normal work hours, without loss of salary. Salaried employees shall not receive

compensation for call back assignments.

10.7. **STANDBY.**

A. A Department Head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of two dollars and fifty cents ($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 call backs during scheduled standby time unless he/she 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.

10.8. **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 two (2) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to a worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.

10.9. **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.

10.10. **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.

10.11. **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 for a period not to exceed eighty (80) working hours upon the approval of the Director of Support Services. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments by the Director of Support Services up to a maximum of twelve (12) months.

10.12. **INFORMATION TECHNOLOGY SUPERVISOR TIME OFF (ITSTO).** The County agrees to provide twenty-four (24) hours per calendar year (prorated) to full time Information Technology Supervisors in this unit to be used upon request and with approval by Department Management. If not used or cashed out under the annual vacation cash out provision provided in 13.8.C.2, it shall be forfeited at the end of the calendar year. It shall have no other cash value nor shall it accumulate from year to year if not utilized.

ARTICLE 11. HEALTH AND WELFARE BENEFITS

11.1. **MEDICAL PLAN.** Employees and their eligible dependents may select medical insurance coverage from the available options under the California Public Employees Retirement System (CalPERS) or other agreed to Medical Plans. Eligibility, participation and enrollment shall be in accordance with the requirements set forth by the carrier selected and applicable law.

11.2. **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 five dollars ($5.00) annually effective with the first pay period which includes January 1st each year should the Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

11.3. **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 above, 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.

11.4. **COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.** The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx.

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. 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 (10) percent 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.

C. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 11.10; 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.

D. 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.

E. 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.

F. 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 11 - 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 11 of the Agreement.

G. The parties will continue exploring alternative methods of providing and 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.

H. The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the CalPERS 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.

11.5. **VISION PLAN.** The County provides a vision plan for all regular full-time employees and regular part-time employees using the County-sponsored Vision Plan ($15 deductible) as the minimum standard. The County shall pay the premiums for all 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.

11.6. **LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.** The County shall pay the premium for a forty-six thousand dollar ($46,000) life insurance policy and a forty-six thousand dollar ($46,000) AD&D insurance policy for each employee in the unit. Employees shall be allowed to purchase additional insurance for themselves or their dependents subject to the terms and conditions of the County's policy with the insurance carrier.

11.7. **STATE DISABILITY/PAID FAMILY LEAVE INSURANCE.** Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll

deductions. 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, CTO 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.

11.8. 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 (FMLA), the California Pregnancy Disability Leave Act (PDL), and the California Family Rights Act (CFRA).

B. Beginning in January 2003, in cases wherein an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA/CFRA qualifying personal 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/CFRA coverage. Application for such continuation shall be made to the Director of Support Services.

11.9. 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 spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998, and its subsequent 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.

11.10. **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 11.4.C, 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 11.4.C. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.C, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 40l(a) Plan as set forth below. The decision to elect to participate in the 40l (a) Plan in lieu of receiving the benefit under Article 11.4.C 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:

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

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.

11.11. **EMPLOYEE ASSISTANCE PROGRAM.** An Employee Assistance Program (EAP) covers employees in this unit. Members of this unit shall be entitled to utilize the services contained in this plan offered and paid for by the County.

ARTICLE 12. RETIREMENT

12.1. **CALPERS MISCELLANEOUS EMPLOYEES.** The County shall continue to provide all eligible miscellaneous employees the 2% @ age 55 PERS retirement formula. The County shall pay all of the employer contributions associated with this formula as determined by CalPERS. New hires as of May 8, 2011 through December 31, 2012 are covered by a 2%@ 60 formula. New Employees hired on and after January 1, 2013 are covered by a 2% @ 62 formula and subject to the provisions of PEPRA in State law.

12.2. **CALPERS MISCELLANEOUS EMPLOYEES EMPLOYEE CONTRIBUTIONS.** Employee contributions towards the retirement system shall be made in the following manner:

A. Employees shall participate by contributing, through payroll deductions, the entire employee contribution on wages subject to CalPERS contributions.

B. The County's contract with CalPERS provides that the employee-paid portion of CalPERS contributions is made on a pre-tax basis.

12.3. **DETERMINATION OF FINAL COMPENSATION.** Current unit employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive twelve (12) months. Newly hired employees after May 8, 2011 are covered for retirement to be based upon the average of highest thirty-six (36) months of reportable salary.

ARTICLE 13. PAID LEAVES

13.1. **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, Christmas Eve Day; and
12. December 25th, Christmas Day

B. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services, or his/her designee, 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 Saturdays and Sundays 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 (1-112) times the hours worked plus straight time pay for assigned regular hours worked plus straight time pay for assigned regular hours as full compensation for the official holiday. At employee's choice, the time and one-half (1-1/2) 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 Saturdays and Sundays 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 [50%] 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 (1-112) holiday compensation unless that employee works a five (5) day per week schedule with Saturdays and Sundays as normal days off.

G. **Holiday Compensation.**

1. Those employees working a five (5) day per week schedule with Saturdays and Sundays 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 Saturdays and Sundays 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 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 Director of Support Services, 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.

13.2. **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 children, foster children, step sisters, step brothers, step grandchildren, foster children, 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.

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

Such payoff provisions are applicable whether or not a portion of the accrual was earned in a position other than that from which the employee is terminating.

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

13.4. **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 13.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

13.5. **SICK LEAVE - CALPERS SERVICE CREDIT CONVERSION.** The County amended its CalPERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in above shall not be available for such conversion.

13.6. **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/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 husband, wife, father, mother, son, daughter, sister, brother, grandparent, or grandchild, step parent, step child, foster child, step sister, step brother, step grandparent, step grandchild, or registered domestic partner.

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.

13.7. **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) he/she 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.

13.8. 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.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.

2. **Annual Payment.** Beginning in 2017 for the 2018 calendar year and going forward with each subsequent year, an employee may elect to receive payment for up to twenty (20) hours- in five (5) whole hour increments- of accrued vacation leave, ITSTO, or CTO so long as the following criteria are satisfied:

    - Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, ITSTO, or CTO is to be cashed out.

    Where an employee has properly elected an intent to cash out accrued vacation, ITSTO, or CTO in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

    By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

    If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

    1.ITSTO
    2.CTO
    3.Vacation.

    All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

    If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the ITSTO, CTO or vacation would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following 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/her paid vacation, except as may be authorized by the appointing authority.

13.9. **ELECTIONS VOLUNTEER DUTY.**

A. With Department Head approval, a County employee who qualifies as a volunteer, who volunteers and is accepted to work on a County-run election, and who works for the Entire Election Day, shall be released from his/her normal duty without loss of pay and benefits.

B. As a volunteer, the employee is not eligible for overtime for such election work. The employee may, however, accept normal payment made to non-County employee election workers.

ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK RELATED EXPENSES

14.1. **PUBLIC WORKS EMPLOYEES.** Supervisors who work in road maintenance, bridge maintenance, special crews, construction, inspection, materials laboratory, and survey crews: ten (10) shirts (in any combination of short and long sleeve), gloves, and, one (1) set of rain gear to be laundered by the employee. Employees performing equipment or vehicle maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts to any or all of the above through a commercial service that would include laundering.

14.2. **PROBATION FOOD SERVICE SUPERVISOR - UNIFORMS.** The following clothing and equipment shall be provided and replaced as needed to employees working in the job classification of Probation Food Service Supervisor: three (3) shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

14.3. **COUNTY PROPERTY.** All uniforms and other equipment issued by the County for personal use by an employee shall remain County property.

14.4. **TOOL ALLOWANCE.** The County will provide a tool allowance of five- hundred dollars ($500) per year of service (or the tool allowance amount received by a subordinate, if that amount is greater) paid with regular payroll in equal installments. If an employee is placed in unpaid status, the employee is not eligible to receive the installment. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works.

14.5. **BOOT ALLOWANCE.** The County will provide a boot allowance of one- hundred and fifty dollars ($150) per year of service (or the boot allowance amount received by a subordinate, if that amount is greater) paid with regular payroll in equal installments. If an employee is placed in unpaid status, the employee is not eligible to receive the installment. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her own safe footwear.

14.6. **PAYMENT FOR REQUIRED COMMERCIAL DRIVER'S LICENSE.** County will pay the fee for renewal of the Class A Driver's License for persons serving in job classifications for which that license is a condition of continued employment.

14.7. **REIMBURSEMENT FOR TRAVEL.** (Refer to Chapter 20 of the Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement.)

14.8. **SUPERVISING PUBLIC HEALTH NURSE LICENSURE EXPENSES.** The County shall pay for or reimburse an employee for the actual, reasonable and necessary costs of licensure as a Registered Nurse in the State of California.

ARTICLE 15. PROBATIONARY PERIOD

15.1. **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.

15.2. **RESTRICTION ON PROMOTIONS.** Only employees who have completed initial probation may be promoted to a higher job classification, except with Department Head and Director of Support Services approval for extraordinary reasons.

15.2. **PROMOTIONAL PROBATION.** Upon promotion to a job 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 job classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

15.3. **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.

15.4. **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.

15.5. **REJECTION FROM PROBATION.** Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

ARTICLE 16. DISCIPLINARY ACTION

16.1. **GENERAL.** 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. 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 Board.

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. 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.

16.2. **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:

1. Absence without leave;
2. Misfeasance, malfeasance, nonfeasance or neglect of duty;
3. Incompetence;
4. Inefficiency;
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer;
6. Negligent or willful damage to public property;
7. Waste or misuse of public supplies or equipment;
8. Discourteous treatment of members of the public or public officers or employees while on duty;
9. 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;
10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties;
11. Conviction of any criminal act involving moral turpitude;

12. 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;

13. 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;

14. 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;

15. Dishonesty, including but not limited to falsifying official records, embezzlement or theft;

16. Fraud in obtaining County employment;

17. Violation of any of the provisions of the Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law; and/or

18. Violation of the County's Sexual Harassment Policy.

16.3. **BASIS FOR OTHER TERMINATION FOR CAUSE.** 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. Likewise, an employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of only subsections 16.5 A, B, and C (introductory paragraph). (Not disciplinary in nature).

16.4 **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 is placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. 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.** Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being

issued to an employee. An employee receiving a suspension without pay, demotion, or reduction in base pay shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 16.5.A. and B. below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts presented and the employee's response. If any proposed disciplinary action is to be implemented, the decision shall include the specific findings made against the employee, the effective date of the action, and reference to this article regarding possible further appeal of the decision.

If requested within five (5) working days following receipt of the management representative's decision; further appeal shall include: review by the County Director of Support Services, or his/her designee; referral to a Mediator from State Mediation and Conciliation Service if mutually agreed by the County and the employee's representative; and/or final presentation of the matter to the Board of Employee Appeals.

C. **Severe Disciplinary Action.** Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to section 16.3 above shall be afforded the procedural protections of section 16.5 below.

16.5. **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

Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 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 he/she, 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 Director of Support Services.

2. If, within the initial five (5) working day appeal period the employee, through the Association, does not file said appeal, the action of 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. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Association may jointly agree to schedule the matter for review by the Director of Support Services and/or mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such review and/or mediation would be scheduled prior to a hearing before the Arbitrator with the goal of resolving the issue prior to the formal hearing before the Arbitrator.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the State Mediation and Conciliation Service or the American Arbitration Association 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, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he 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. He/she 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

session without the mutual consent of the County and the Association.

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.

16.6. **SUMMARY SUSPENSION.** Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

16.7. **RIGHT TO REPRESENTATION.** An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary 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 17. MISCELLANEOUS PROVISIONS

17.1. **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 SCEA to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

17.2. **WORK REASSIGNMENTS/LAYOFF PERIOD.** If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one (1) year following the effective date of lay off.

17.3. **JOINT ISSUES FORUM.** A member of the Unit 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.

17.4. **REEMPLOYMENT 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 position 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 re-employment shall not count toward seniority.

17.5. **LEAVES OF ABSENCE WITHOUT PAY.** (Per the Personnel Rules, Chapter 14-Leaves of Absence.) A Leave of Absence shall be limited to a maximum twelve (12) months and requires the approval of the Director of Support Services. A leave without pay shall not extend beyond twelve (12) months except in cases to comply with external legal requirements such as for medical or disability accommodation.

17.6. **ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY.** County has implemented an Alcohol Free and Drug Free Policy in the Sheriff's Office which augments the normal County policy with regard to those subjects. With respect to those employees represented by SCEA, such policy may not further burden the employees nor further intrude on their privacy beyond that which was agreed in bargaining without further negotiations with SCEA. A copy of the policy is available from the Sheriff's Office. Nothing in this section shall make the operation of such policy "grievable" under article 18.

ARTICLE 18. GRIEVANCE PROCEDURE

18.1. DEFINITIONS.

A. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one (1) 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.

18.2. **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 he/she 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.

18.3. FORMAL PROCESS.

A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, he/she 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, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Association may jointly agree to schedule the matter for mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing before the Grievance Board.

18.4. GRIEVANCE BOARD.

A. The Grievance Board shall consist of three (3) members as follows, which shall all serve as neutrals:

1. A Department Head or assistant Department Head of a County department other than that in which the aggrieved employee is assigned, to be appointed by the CEO;

2. A County employee represented and designated by the Association; and

3. The Director of Support Services, 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.

18.5. 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 Director of Support Services.

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 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 Personnel Office.

18.6. **COMPLAINT PROCEDURE.** An employee may bring non-grievable items to the attention of the Department Head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Director of Support Services for consideration and final decision.

ARTICLE 19. PEACEFUL PERFORMANCE

19.1. 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.

19.2. **DISCIPLINE.** Any employee who participates in any activity prohibited by section 19.1 of this article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to article 16, Disciplinary Action.

19.3. **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 19.1 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 20. PERSONNEL RULES

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

20.2. 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 confer on any proposed substantive changes. Should the Association choose to meet and confer, 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 confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Rules are covered by this article:

1. Voluntary Time Off Without Pay;
2. Leaves of Absence;
3. Drug/Alcohol Testing Policy;
4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates; and
5. Layoff Provisions.

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

ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER

21.1. **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.

21.2. **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.

21.3. **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 Board.

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.

21.4. **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.

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

21.6. **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 renegotiate the provision or provisions so affected.

FOR THE COUNTY OF SHASTA:

Gage Dungy, Chief Negotiator

Angela Davis, Director of Support Services

Shelley Forbes, Team Member

Kari Hallstrom, Team Member

9/18/18
Date

FOR SHASTA COUNTY EMPLOYEES ASSOCIATION:

Steve Allen, Chief Negotiator

Jack Ball, President

Rod Delfer, Vice President

Phil Crawford, Team Member

Robin Bostain, Secretary

Stewart Buetell, Treasurer

ATTACHMENT A			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Current as of Pay Period 09/02/2018	
Job Title	Range	Monthly A	Monthly F
ACCOUNT CLERK SUPERVISOR	422	3070	3918
ADMIN SECRETARY II/SUPVR	422	3070	3918
CHIEF DEPUTY PUBLIC GUARDIAN	484	4154	5302
CHIEF PUBLIC HLTH MICROBIOLOG	561	6048	7720
CLAIMS SUPERVISOR	455	3606	4602
CLERK/ELECTIONS SUPERVISOR	421	3055	3899
CLINICAL PROGRAM COORDINATOR	572	6382	8147
COMMUNITY DEVELOPMENT COORD	514	4809	6138
CUSTODIAL SUPERVISOR	422	3070	3918
DEPUTY PUBLIC ADMINISTRATOR	484	4154	5302
ELIGIBILITY SUPERVISOR	455	3606	4602
EMPLOYMENT & TRNG WORKER SUPVR	469	3861	4928
EMPLOYMENT SERVICES COORD	484	4154	5302
EMPLOYMENT SERVICES SUPERVISOR	433	3239	4134
EPIDEMIOLOGY & EVAL SUPVR	514	4809	6138
FIRE MARSHAL (NON SWORN)	534	5302	6767
FLEET MANAGEMENT SUPERVISOR	470	3880	4952
HOUSING SUPERVISOR	474	3957	5050
IT SUPERVISOR	545	5595	7140
LEGAL SECRETARY/SUPVR	422	3070	3918
LEGAL SERVICES SUPERVISOR	422	3070	3918
MAINTENANCE SUPERVISOR	492	4320	5513
MCAH COORDINATOR	549	5704	7281
MENTAL HLTH BUSINESS OFF SUPVR	422	3070	3918
MENTAL HLTH MEDICAL RCDS SUPVR	422	3070	3918
OFFICE ASSISTANT SUPERVISOR	422	3070	3918
PROJECT INTEGRATION SUPERVISOR	523	5025	6413
PUBLIC HLTH CLINIC SERVS COORD	469	3861	4928
SENIOR STAFF SERVICES ANALYST	474	3957	5050
SENIOR SUPRVSG AUDITOR APP	506	4625	5904
SENIOR SUPRVSG REAL PROP APP	506	4625	5904
SENIOR VICTIM ADVOCATE	471	3899	4976
SHERIFF'S CIVIL SUPERVISOR	417	2996	3824
SHERIFF'S RECORDS SUPERVISOR	431	3207	4094
SOCIAL WORKER SUPERVISOR I	469	3861	4928
SOCIAL WORKER SUPERVISOR II	509	4693	5990
SUPRVSG ACCOUNTANT	503	4558	5817
SUPRVSG ASSESSOR/RECORDER CLK	423	3085	3937
SUPRVSG CHILD SUPP SPECIALIST	443	3401	4341
SUPRVSG COMM ED SPECIALIST	514	4809	6138
SUPRVSG CRAFTS WORKER	479	4054	5174
SUPRVSG PUBLIC HEALTH NURSE	555	5874	7497
SUPRVSG PUBLIC HEALTH NUTRIT	528	5149	6572

ATTACHMENT A			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Current as of Pay Period 09/02/2018	
Job Title	**Range**	**Monthly A**	**Monthly F**
SUPRVSG STAFF SERVICES ANALYST	474	3957	5050
THERAPIST SUPERVISOR	579	6604	8429
UTILITY OPERATIONS SUPT	521	4976	6351
VOCATIONAL COUNSELOR SUPVR	494	4362	5567
WELFARE COLLECTION OFFICER	455	3606	4602

ATTACHMENT B			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Beginning with Pay Period 09/16/2018	
Job Title	Range	Monthly A	Monthly F
ACCOUNT CLERK SUPERVISOR	422	3146	4016
ADMIN SECRETARY II/SUPVR	422	3146	4016
CHIEF DEPUTY PUBLIC GUARDIAN	484	4258	5435
CHIEF PUBLIC HLTH MICROBIOLOG	561	6200	7913
CLAIMS SUPERVISOR	455	3696	4717
CLERK/ELECTIONS SUPERVISOR	421	3131	3996
CLINICAL PROGRAM COORDINATOR	572	6542	8350
COMMUNITY DEVELOPMENT COORD	514	4930	6292
CUSTODIAL SUPERVISOR	422	3146	4016
DEPUTY PUBLIC ADMINISTRATOR	484	4258	5435
ELIGIBILITY SUPERVISOR	455	3696	4717
EMPLOYMENT & TRNG WORKER SUPVR	469	3958	5051
EMPLOYMENT SERVICES COORD	484	4258	5435
EMPLOYMENT SERVICES SUPERVISOR	433	3320	4237
EPIDEMIOLOGY & EVAL SUPVR	514	4930	6292
FIRE MARSHAL (NON SWORN)	534	5435	6937
FLEET MANAGEMENT SUPERVISOR	470	3977	5076
HOUSING SUPERVISOR	474	4056	5176
IT SUPERVISOR	545	5735	7319
LEGAL SECRETARY/SUPVR	422	3146	4016
LEGAL SERVICES SUPERVISOR	422	3146	4016
MAINTENANCE SUPERVISOR	492	4428	5651
MCAH COORDINATOR	549	5847	7463
MENTAL HLTH BUSINESS OFF SUPVR	422	3146	4016
MENTAL HLTH MEDICAL RCDS SUPVR	422	3146	4016
OFFICE ASSISTANT SUPERVISOR	422	3146	4016
PROJECT INTEGRATION SUPERVISOR	523	5151	6574
PUBLIC HLTH CLINIC SERVS COORD	469	3958	5051
SENIOR STAFF SERVICES ANALYST	474	4056	5176
SENIOR SUPRVSG AUDITOR APP	506	4741	6051
SENIOR SUPRVSG REAL PROP APP	506	4741	6051
SENIOR VICTIM ADVOCATE	471	3996	5100
SHERIFF'S CIVIL SUPERVISOR	417	3071	3919
SHERIFF'S RECORDS SUPERVISOR	431	3288	4196
SOCIAL WORKER SUPERVISOR I	469	3958	5051
SOCIAL WORKER SUPERVISOR II	509	4811	6140
SUPRVSG ACCOUNTANT	503	4672	5962
SUPRVSG ASSESSOR/RECORDER CLK	423	3162	4036
SUPRVSG CHILD SUPP SPECIALIST	443	3486	4449
SUPRVSG COMM ED SPECIALIST	514	4930	6292
SUPRVSG CRAFTS WORKER	479	4155	5304
SUPRVSG PUBLIC HEALTH NURSE	555	6021	7685
SUPRVSG PUBLIC HEALTH NUTRIT	528	5278	6737

ATTACHMENT B			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Beginning with Pay Period 09/16/2018	
Job Title	**Range**	**Monthly A**	**Monthly F**
SUPRVSG STAFF SERVICES ANALYST	474	4056	5176
THERAPIST SUPERVISOR	579	6769	8640
UTILITY OPERATIONS SUPT	521	5100	6510
VOCATIONAL COUNSELOR SUPVR	494	4471	5707
WELFARE COLLECTION OFFICER	455	3696	4717

ATTACHMENT C			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Beginning with Pay Period 07/07/2019	
Job Title	Range	Monthly A	Monthly F
ACCOUNT CLERK SUPERVISOR	422	3225	4116
ADMIN SECRETARY II/SUPVR	422	3225	4116
CHIEF DEPUTY PUBLIC GUARDIAN	484	4364	5571
CHIEF PUBLIC HLTH MICROBIOLOG	561	6355	8111
CLAIMS SUPERVISOR	455	3789	4835
CLERK/ELECTIONS SUPERVISOR	421	3209	4096
CLINICAL PROGRAM COORDINATOR	572	6706	8559
COMMUNITY DEVELOPMENT COORD	514	5053	6449
CUSTODIAL SUPERVISOR	422	3225	4116
DEPUTY PUBLIC ADMINISTRATOR	484	4364	5571
ELIGIBILITY SUPERVISOR	455	3789	4835
EMPLOYMENT & TRNG WORKER SUPVR	469	4057	5177
EMPLOYMENT SERVICES COORD	484	4364	5571
EMPLOYMENT SERVICES SUPERVISOR	433	3403	4343
EPIDEMIOLOGY & EVAL SUPVR	514	5053	6449
FIRE MARSHAL (NON SWORN)	534	5571	7110
FLEET MANAGEMENT SUPERVISOR	470	4076	5203
HOUSING SUPERVISOR	474	4157	5306
IT SUPERVISOR	545	5878	7502
LEGAL SECRETARY/SUPVR	422	3225	4116
LEGAL SERVICES SUPERVISOR	422	3225	4116
MAINTENANCE SUPERVISOR	492	4539	5793
MCAH COORDINATOR	549	5993	7650
MENTAL HLTH BUSINESS OFF SUPVR	422	3225	4116
MENTAL HLTH MEDICAL RCDS SUPVR	422	3225	4116
OFFICE ASSISTANT SUPERVISOR	422	3225	4116
PROJECT INTEGRATION SUPERVISOR	523	5279	6738
PUBLIC HLTH CLINIC SERVS COORD	469	4057	5177
SENIOR STAFF SERVICES ANALYST	474	4157	5306
SENIOR SUPRVSG AUDITOR APP	506	4859	6202
SENIOR SUPRVSG REAL PROP APP	506	4859	6202
SENIOR VICTIM ADVOCATE	471	4096	5228
SHERIFF'S CIVIL SUPERVISOR	417	3147	4017
SHERIFF'S RECORDS SUPERVISOR	431	3370	4301
SOCIAL WORKER SUPERVISOR I	469	4057	5177
SOCIAL WORKER SUPERVISOR II	509	4931	6293
SUPRVSG ACCOUNTANT	503	4789	6112
SUPRVSG ASSESSOR/RECORDER CLK	423	3241	4136
SUPRVSG CHILD SUPP SPECIALIST	443	3573	4560
SUPRVSG COMM ED SPECIALIST	514	5053	6449
SUPRVSG CRAFTS WORKER	479	4259	5436
SUPRVSG PUBLIC HEALTH NURSE	555	6172	7877
SUPRVSG PUBLIC HEALTH NUTRIT	528	5410	6905

ATTACHMENT C			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Beginning with Pay Period 07/07/2019	
Job Title	**Range**	**Monthly A**	**Monthly F**
SUPRVSG STAFF SERVICES ANALYST	474	4157	5306
THERAPIST SUPERVISOR	579	6938	8856
UTILITY OPERATIONS SUPT	521	5228	6673
VOCATIONAL COUNSELOR SUPVR	494	4583	5849
WELFARE COLLECTION OFFICER	455	3789	4835

ATTACHMENT D			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Beginning with Pay Period 07/05/2020	
Job Title	Range	Monthly A	Monthly F
ACCOUNT CLERK SUPERVISOR	422	3290	4199
ADMIN SECRETARY II/SUPVR	422	3290	4199
CHIEF DEPUTY PUBLIC GUARDIAN	484	4452	5682
CHIEF PUBLIC HLTH MICROBIOLOG	561	6482	8273
CLAIMS SUPERVISOR	455	3864	4932
CLERK/ELECTIONS SUPERVISOR	421	3274	4178
CLINICAL PROGRAM COORDINATOR	572	6840	8730
COMMUNITY DEVELOPMENT COORD	514	5154	6578
CUSTODIAL SUPERVISOR	422	3290	4199
DEPUTY PUBLIC ADMINISTRATOR	484	4452	5682
ELIGIBILITY SUPERVISOR	455	3864	4932
EMPLOYMENT & TRNG WORKER SUPVR	469	4138	5281
EMPLOYMENT SERVICES COORD	484	4452	5682
EMPLOYMENT SERVICES SUPERVISOR	433	3471	4430
EPIDEMIOLOGY & EVAL SUPVR	514	5154	6578
FIRE MARSHAL (NON SWORN)	534	5682	7252
FLEET MANAGEMENT SUPERVISOR	470	4158	5307
HOUSING SUPERVISOR	474	4240	5412
IT SUPERVISOR	545	5995	7652
LEGAL SECRETARY/SUPVR	422	3290	4199
LEGAL SERVICES SUPERVISOR	422	3290	4199
MAINTENANCE SUPERVISOR	492	4629	5908
MCAH COORDINATOR	549	6113	7803
MENTAL HLTH BUSINESS OFF SUPVR	422	3290	4199
MENTAL HLTH MEDICAL RCDS SUPVR	422	3290	4199
OFFICE ASSISTANT SUPERVISOR	422	3290	4199
PROJECT INTEGRATION SUPERVISOR	523	5385	6873
PUBLIC HLTH CLINIC SERVS COORD	469	4138	5281
SENIOR STAFF SERVICES ANALYST	474	4240	5412
SENIOR SUPRVSG AUDITOR APP	506	4956	6326
SENIOR SUPRVSG REAL PROP APP	506	4956	6326
SENIOR VICTIM ADVOCATE	471	4178	5333
SHERIFF'S CIVIL SUPERVISOR	417	3210	4097
SHERIFF'S RECORDS SUPERVISOR	431	3437	4387
SOCIAL WORKER SUPERVISOR I	469	4138	5281
SOCIAL WORKER SUPERVISOR II	509	5029	6419
SUPRVSG ACCOUNTANT	503	4884	6234
SUPRVSG ASSESSOR/RECORDER CLK	423	3306	4219
SUPRVSG CHILD SUPP SPECIALIST	443	3645	4652
SUPRVSG COMM ED SPECIALIST	514	5154	6578
SUPRVSG CRAFTS WORKER	479	4344	5545
SUPRVSG PUBLIC HEALTH NURSE	555	6295	8034
SUPRVSG PUBLIC HEALTH NUTRIT	528	5518	7043

ATTACHMENT D			
SCEA BARGAINING UNIT SALARY FOR MOU TERM			
		Beginning with Pay Period 07/05/2020	
Job Title	**Range**	**Monthly A**	**Monthly F**
SUPRVSG STAFF SERVICES ANALYST	474	4240	5412
THERAPIST SUPERVISOR	579	7077	9033
UTILITY OPERATIONS SUPT	521	5333	6806
VOCATIONAL COUNSELOR SUPVR	494	4675	5966
WELFARE COLLECTION OFFICER	455	3864	4932