

**Second Amendment – Disciplinary Appeal Procedure Changes**

**2017-2020 Memorandum of Understanding (MOU)**

**Between the County of Shasta**

**and the**

**Deputy Sheriffs Association – Correctional Officer-Deputy Sheriffs (DSA-CO)**

The parties listed above hereby agree to terms as outlined in the terms of the original agreement dated March 28, 2017, and as amended by the first amendment dated December 1, 2017.

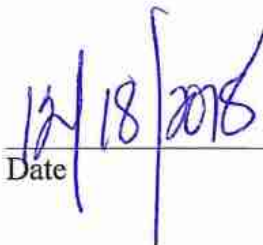
The Association and the County agree to this second amendment, which amends the intermediate disciplinary appeal procedure provisions in Article 15, *Disciplinary Action*, a copy of which is attached hereto.

For the County:

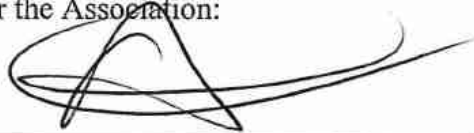


Angela Davis  
Director of Support Services

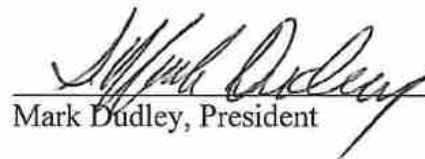
Date



For the Association:

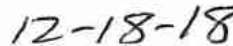


Steve Allen, Chief Negotiator



Mark Dudley, President

Date



## **ARTICLE 15 DISCIPLINARY ACTION.**

### **15.1. 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 County Board of Supervisors.

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.

### **15.2. BASIS FOR DISCIPLINARY ACTION.**

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

- A. Absence without leave.
- B. Misfeasance, malfeasance, nonfeasance or neglect of duty.
- C. Incompetence.
- D. Inefficiency.
- E. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
- F. Negligent or willful damage to public property.
- G. Waste or misuse of public supplies or equipment.
- H. Discourteous treatment of members of the public or public officers or employees while on duty.
- I. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance"

includes any substance described in sections 11054 et seq. of the Health and Safety Code.

- J. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
- K. Conviction of any criminal act involving moral turpitude.
- L. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
- M. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
- N. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech.
- O. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
- P. Fraud in obtaining County employment.
- Q. Violation of any of the provisions of the personnel manual or any rule, policy, or regulation adopted pursuant to this contract or law.
- R. Violation of the County's Sexual Harassment Policy.

#### **15.3. BASIS FOR OTHER TERMINATION FOR CAUSE.**

- A. Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. (Not disciplinary in nature).
- B. An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three (3) consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections 15.5 A, B, and the introductory paragraph of C only. (Not disciplinary in nature).

#### **15.4. TYPES OF DISCIPLINE.**

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

**A. Written Reprimand.**

A reprimand, the details of which are committed to writing, is placed in the employee's personnel file. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the department head, or designee. Within five (5) working days thereafter, the department head, or designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

**B. Intermediate Disciplinary Action. Suspension without pay, demotion, or reduction in base pay.**

An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 15.5 A. and B. below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts 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.

If requested within five (5) working days following receipt of the management representative's decision; further appeal shall include: review by the County Personnel Director (or 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, or the Association may also agree to opt for the appeal process provided in Section 15.5 D below on behalf of the employee.

**C. Severe Disciplinary Action.**

Discharge. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section 15.3 above shall be afforded the procedural protections of Section 15.5 below.

**15.5. APPEAL PROCEDURES.**

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

**A. Notice.**

The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;



3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the County Counsel. A copy of every notice shall be sent to the Personnel Director. Upon mutual written agreement the response meeting may be delayed beyond the date set in 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 s/he, 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 Manual, to contest the action of the management representative. The request must be filed by the employee, through the Association with the Personnel Director.

2. If, within the initial five (5) working day appeal period the employee, through the Association, does not file said appeal, the action of management representative shall be considered conclusive.

#### **D. Appeal of Intermediate Disciplinary Action**

An employee who receives an intermediate disciplinary action as provided in Section 15.4 B can appeal the disciplinary action to the Board of Employee Appeals pursuant to the Personnel Manual to contest the action of the management representative as provided above in Subsection C.

The Association, on behalf of employees may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals for an intermediate disciplinary action. If within the ten (10) working day appeal period, the Association, on behalf of the employee, files notice of appeal of such intermediate disciplinary action, then a time for an appeal hearing before a Hearing Officer 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, unless extended by mutual agreement of the County and the Association. The appeal must be filed by the Association with the Director of Support Services. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. Any such appeal before a Hearing Officer will be conducted pursuant to the following procedures:

1. The Hearing Officer will be a licensed attorney provided by an outside third party entity (currently, California Hearing Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Association.
2. All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing Officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
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. Every witness shall declare by oath or affirmation that he/she will testify truthfully.

5. Following the appeal hearing, the Hearing Officer shall issue an opinion to sustain, reject, or modify the employee's intermediate disciplinary action. Such opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue or issues presented to the Hearing Officer. The advisory opinion shall be emailed to the Board of Employee Appeals through the Clerk of the Board of Supervisors, with a copy emailed to the Director of Support Services, the Association, and the employee.
6. Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Association or the County can request that the Board of Employee Appeals review the advisory opinion. Such request must be in writing and submitted to and received by the Clerk of the Board of Supervisors within this time frame, with a copy of the written request provided to the other party. If no such request for review is made within this time frame, the parties have therefore agreed to waive any further appeal of the underlying discipline and notwithstanding any language to the contrary in section 15.5(D)(5), the Hearing Officer's decision will become final and shall be binding on the parties.
7. If review of the advisory opinion is requested, the Board of Employee Appeals will review the advisory opinion and the record of the underlying appeal hearing before the Hearing Officer and will issue its decision within 30 calendar days after completing that review. As part of the Board of Employee Appeals review of the advisory opinion, the following procedures will apply:
  - a. A copy of the record shall be made available to the parties. Costs for the preparation and copying of the record shall be split equally between the County and the Association.
  - b. The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.
8. In issuing its decision, the Board of Employee Appeals may do any of the following:
  - a. Adopt the proposed decision in its entirety.
  - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
  - c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or a change of similar nature that does not affect the factual or legal basis of the proposed decision.
  - d. Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals may



decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

#### **E. Appeal of Discharge.**

Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. 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 the County and the Association may jointly agree to schedule the matter for review by the Personnel Director 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 American Arbitration Association or State Mediation and Conciliation Service and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, s/he 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. S/he 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.
8. The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

#### **15.6. SUMMARY SUSPENSION.**

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.

#### **15.7. 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 15 DISCIPLINARY ACTION.

[ . . . . ]

### 15.5. APPEAL PROCEDURES.

[ . . . . ]

#### D. Appeal of Intermediate Disciplinary Action

An employee who receives an intermediate disciplinary action as provided in Section 15.4 B can appeal the disciplinary action to the Board of Employee Appeals pursuant to the Personnel Manual to contest the action of the management representative as provided above in Subsection C.

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1. The Hearing Officer will be a licensed attorney provided by ~~the Institute for Administrative Justice (IAJ) at McGeorge School of Law~~ an outside third party entity (currently, California Hearing Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Association.
2. All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing Officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
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. Every witness shall declare by oath or affirmation that he/she will testify truthfully.

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  - b. The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.
8. In issuing its decision, the Board of Employee Appeals may do any of the following:
  - a. Adopt the proposed decision in its entirety.
  - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.

- c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or a change of similar nature that does not affect the factual or legal basis of the proposed decision.
- d. Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the IAJ—Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals may decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

[ . . . . ]

**First Amendment – Leave Cash Out Changes**  
**2017-2020 Memorandum of Understanding (MOU)**

**Between the County of Shasta**

**And the**

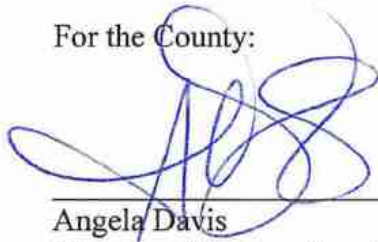
**Deputy Sheriffs Association – Correctional Officer-Deputy Sheriffs (DSA-CO)**

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The parties listed above hereby agree to terms as outlined in the terms of the original agreement dated March 28, 2017.

The Union and the County agree to this first amendment, which amends the leave buy out provisions in Article 9 *Hours of Work* and Article 12 *Vacation*, copies of which are attached hereto.

For the County:



Angela Davis  
Director of Support Services

For the Union:




Steve Allen  
Chief Negotiator

Date

12/01/2017

Date



11-30-17

Jon Ruiz  
President

11/21/2017

## **ARTICLE 9     HOURS OF WORK.**

### **9.1.    *WORK PERIODS AND HOURS OF WORK.***

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

### **9.2.    *ALTERNATE WORK SCHEDULES.***

- A.**    An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.
- B.**    The Sheriff may establish a twelve-hour shift under the following conditions:
  - 1.    Shifts will be assigned by Sheriff's management and will not be changed without prior notice. All leave and holidays shall be accrued on the same basis as a standard 5/8 shift assignment, so that no advantage will be gained by the 12-hour shift schedule. Pay for work on a holiday will consist of eight hours holiday: four hours regular, and eight hours of holiday overtime.
  - 2.    Any return to the standard 5/8 schedule shall remain at the discretion of Sheriff's management and may be implemented upon a minimum of fourteen (14) days prior notice to the Association or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.
  - 3.    Overtime shall be based upon hours worked over eighty-four (84) hours in a biweekly pay period. Thus, seven shifts would consist of (eighty) 80 hours of straight time base pay and four (4) hours of straight time overtime pay.



4. Beginning with the first full payroll period of FY 2012-2013, all hours worked over eighty (80) in a biweekly pay period shall be paid at the rate of time and one-half; subsection B. 3 immediately above shall become inoperable after that change.
- C. The establishment of alternate work schedules, other than 12 hour shifts, shall be subject to the following:
1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Officer and the Association.
  2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
  3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
  4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).

### **9.3. 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.

### **9.4. MEAL PERIODS.**

An unpaid meal period of up to one 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 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.

### **9.5. 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 below 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 minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.
- B. Except as indicated in Section 9.2.B.3 and 9.2.B.4 all eligible employees shall be entitled to premium overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a 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 an accepted 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 or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an employee and with the concurrence of the Personnel Director, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

The department head, at his or her sole discretion, may authorize pay for any or all of the employee's accumulated compensatory leave off if budgeted funds are available. The pay will be processed on the next regular payroll for inclusion in the subsequent pay check.

- E. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.
- F. 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).

## **9.6. STANDBY.**

### **A. Assignment.**

A department head may assign employees to standby. Association employees assigned standby shall be compensated at a rate of \$2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

### **B. Requirements.**

In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;
4. Respond to callbacks during scheduled standby time unless s/he 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 month after mileage costs are incurred;
7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

**C. On Call/Subject to Call.**

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

**9.7. CALLBACK FROM STANDBY.**

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

**9.8 CALLBACK WHILE NOT ON STANDBY.**

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

**9.9. CALLBACK FROM VACATION.**

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

**9.10. RELEASE FROM DUTY.**

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments for a maximum of twelve (12) months upon approval of the Personnel Director.

## **12.8. VACATION.**

### **A. Accrual.**

Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hour's 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.

<b>Years of Continuous Service</b>	<b>Vacation Hours Accrued per Hour</b>	<b>Equivalent Days per Year</b>	<b>Maximum Hours Accrued</b>
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 Manual.
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.

### **C. Payment for Vacation/Holiday Credit Hours/Compensatory Time.**

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 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 calendar year, an employee may elect to receive payment for up to forty (40) hours – in five (5) whole hour increments - of accrued vacation leave, holiday credit hours or compensatory time so long as the following criteria are met:



- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours or compensatory time 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 remaining cash out balances available.

If an employee who 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. Compensatory time off
2. Holiday credit hours earned
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 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time 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 or her paid vacation, except as may be authorized by the appointing authority.

**E. Use At Retirement.**

Persons retiring under the provisions of the Public Employees' Retirement System may remain on the payroll on vacation status until such accrued vacation time for which they are eligible has been exhausted. An employee using vacation time prior

to retirement shall not accrue additional leave balances while exhausting existing vacation.

COUNTY OF SHASTA

**CORRECTIONAL OFFICER-DEPUTY SHERIFFS**

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SHASTA

AND THE

DEPUTY SHERIFFS ASSOCIATION



Covering the period of  
April 1, 2017 through March 31, 2020

## ***Table of Contents***

ARTICLE 1 PARTIES.....	3
ARTICLE 2 AUTHORIZED AGENTS.....	3
ARTICLE 3 RECOGNITION.....	3
ARTICLE 4 TERM.....	3
ARTICLE 5 ASSOCIATION RIGHTS.....	4
ARTICLE 6 COUNTY RIGHTS AND RESPONSIBILITIES.....	6
ARTICLE 7 NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT.....	7
ARTICLE 8 WAGES.....	8
ARTICLE 9 HOURS OF WORK.....	12
ARTICLE 10 HEALTH AND WELFARE BENEFITS.....	16
ARTICLE 11 RETIREMENT.....	21
ARTICLE 12 PAID LEAVES.....	21
ARTICLE 13 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES.....	26
ARTICLE 14 PROBATIONARY PERIOD.....	27
ARTICLE 15 DISCIPLINARY ACTION.....	27
ARTICLE 16 MISCELLANEOUS PROVISIONS.....	35
ARTICLE 17 GRIEVANCE PROCEDURE.....	35
ARTICLE 18 PEACEFUL PERFORMANCE.....	37
ARTICLE 19 MISCELLANEOUS PROVISIONS.....	38
ARTICLE 20 FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	39
ARTICLE 21 SAVINGS PROVISION.....	40
ARTICLE 22 TERM OF AGREEMENT.....	40
ATTACHMENT A.....	42
ATTACHMENT B.....	43
ATTACHMENT C.....	44
ATTACHMENT D.....	45

## **ARTICLE 1 PARTIES.**

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the Deputy Sheriffs Association (hereinafter referred to as 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:

County Executive Officer  
County of Shasta  
1450 Court St. Room 308 A  
Redding, CA 96601  
Telephone: (530) 225-5561  
FAX#: (530) 225-5189

Copy to:

Director of Support Services  
1450 Court St. Room 348  
Redding, CA 96001

2.2. Association's principal authorized agent:

President, Deputy Sheriffs Association  
1800 Park Marina Dr.  
Redding, CA 96001  
Telephone: (530) 245-1890  
FAX #: (530) 246-1651

Copy to:

Steve Allen, Labor Representative  
1800 Park Marina Dr.  
Redding, CA 96001

## **ARTICLE 3 RECOGNITION.**

The County recognizes the Association as the exclusive collective bargaining agent for all regular full-time and part-time employees (1/2 time or more) in the classifications of Correctional Officer I-Deputy Sheriff, Correctional Officer II-Deputy Sheriff, and Correctional Sergeant-Deputy Sheriff. Correctional Officer-Deputy Sheriffs for the County of Shasta are authorized under 830.1 (c) of the California Penal Code.

## **ARTICLE 4 TERM.**

This agreement was adopted by the Shasta County Board of Supervisors on March 28, 2017. 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. During the month of October 2019, 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 one hundred and five (105) days prior to the term of this agreement or on a later date by mutual agreement.

The County will provide notice to the Association's representative of an opportunity to meet and confer regarding implementation of legislative changes that impact the status of a group of employees, for other than items that are management rights.

## **ARTICLE 5     ASSOCIATION RIGHTS.**

### **5.1.    RELEASE TIME.**

#### **A.     Stewards.**

The County shall recognize up to four (4) 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. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area. Permission for such use of work time shall not be unreasonably withheld.

#### **B.     Meet and Confer.**

In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the unit 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 locations with more than fifteen (15) employees represented by the Association which have bulletin board space, the department head shall designate at least one 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 the 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 continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department. The department head shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the department head or his/her 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, service fees, and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form acceptable to the County Auditor-Controller. The County shall make the deductions and provide reports of these transactions to the Association.

**5.5. ASSOCIATION TIME BANK.**

**A. Donation to Bank.**

Association members may voluntarily donate vacation leave credits, holiday leave credits, or compensatory time off credits to an Association Time Bank by designating the type and amount of leave credit on a card provided to the County for that purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in whole hour increments, and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

**B. Use of Association Leave.**

Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head. Requests shall be reviewed in the same manner that requests to use compensatory time are reviewed, including instances when the department is required to use another employee to fill in on an overtime basis. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on time bank leave, then the additional one-half (½) time shall also be deducted from the time bank.

**C. Balance Limitations.**

Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.

**D. Administrative Procedures.**

The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.

**E. Section 3505.3 of the Government Code.**

The parties agree this Time Bank program is separate from and not governed by the time off provisions as provided in Section 3505.3 of the Government Code.

**F. In Lieu of Any Program.**

The parties agree that this Time Bank Program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of the term of this agreement.

## **ARTICLE 6     COUNTY RIGHTS AND RESPONSIBILITIES.**

**6.1.** County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to the following:

- A.** To manage and direct its business and personnel.
- B.** To manage, control, and determine the mission of its departments, building facilities, and operations.
- C.** To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part.
- D.** To subcontract or discontinue work for economic or operational reasons.
- E.** To lay off employees.
- F.** To direct the work force.
- G.** To increase or decrease the work force and determine the number of employees needed.
- H.** To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees.
- I.** To establish work standards, schedules of operation and reasonable work loads.
- 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 classifications after notification of the Association.
- P.** To determine the methods, processes, means, and places of providing services.
- Q.** To take whatever action necessary to prepare for and operate in an emergency.

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

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

## **ARTICLE 7 NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT.**

### **7.1. NON-DISCRIMINATION.**

The County and 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.

### **7.2. AMERICANS WITH DISABILITIES ACT.**

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

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

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

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

## **ARTICLE 8    WAGES.**

### **8.1.    ADJUSTMENTS.**

#### **General Wages.**

Wages for classifications in this unit are as shown in Attachment A, with general increases as follows:

- A.    Effective the pay period beginning April 02, 2017, the County shall provide a three percent (3%) increase to base salary, shown in Attachment B.
- B.    Effective the pay period beginning April 01, 2018, the County shall provide a three percent (3%) increase to base salary, shown in Attachment C.
- C.    Effective the pay period beginning March 31, 2019, the County shall provide a two percent (2%) increase to base salary, shown in Attachment D.

### **8.2.    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 (eighty-fifth (85th) hour if on a 12 hour shift) 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 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 16 hours during the 80 hour qualification period.
  - b.    Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 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 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, s/he 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 exceed a six (6) month period. However, the Personnel Director 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.

A "vacant higher level position" may also include a portion of a position in which the incumbent is temporarily unable to perform all of the essential functions of the job due to a documented health condition. In this case, an employee may be assigned to temporarily work out of class to perform the full duties associated with the essential function(s) the incumbent cannot perform providing that this work accounts for at least 25% of the job. The higher rate of pay will apply only to those hours in which the employee working out of class performs duties specific to the essential functions the incumbent cannot perform. The employee assigned to work out of class must work in this capacity for more than two regularly scheduled work weeks, after which out of class pay will apply to the hours worked performing assigned higher level duties effective the first day such work was performed. Additionally, a department head must obtain approval from the Personnel Director or designee prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

Note: 8.2.E is limited to cases where an employee's doctor releases the employee to work in a limited capacity (including full-time work doing limited duties, and part-time work doing full or limited duties) and the County determines it can accommodate the employee with a temporary, modified duty assignment and another employee can reasonably be called upon to perform those essential functions of the job that the employee with limitations cannot perform.

**8.3. PREMIUM PAY.**

**A. Jail Training Officer.**

An employee, when assigned and performing the duties of Jail Training Officer (JTO) during actual hours with the trainee shall receive an additional 5% of base wage. Nothing in this section shall be construed to reduce the Sheriff's discretion in re-assigning JTO duties; the parties agree that such action shall not constitute a punitive or disciplinary action in and of itself.



**B. Officer-In-Charge.**

A Correctional Officer II-Deputy Sheriff assigned Officer-In-Charge (OIC) duty in the absence of the shift sergeant, will receive an additional five percent (5%) of base wages on an hour-for-hour basis for working in such a capacity.

**C. Instructor Pay.**

Unit members who are certified instructors shall receive an additional five percent (5%) while assigned and performing training duties in organized instruction of other County employees in the following subjects: Range Master, Defensive Tactics, Taser, Impact Weapons, Fire Life and Safety.

**D. Classification Officer.**

An employee, when assigned and performing the duties of Classification Officer shall receive an additional 5% of base wage. Nothing in this section shall be construed to reduce the Sheriff's discretion in re-assigning Classification Officer; the parties agree that such action shall not constitute a punitive or disciplinary action in and of itself.

**E. Administration Sergeant.**

An employee, when assigned and performing the duties of Administration Sergeant, shall receive an additional 5% of base wages. Nothing in this section shall be construed to reduce the Sheriff's discretion in re-assigning Administration Sergeant; the parties agree that such action shall not constitute a punitive or disciplinary action in and of itself.

**8.4. SHIFT DIFFERENTIAL.**

**A. Swing Shift.**

Employees, who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. To be eligible for swing shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

**B. Graveyard Shift.**

Employees, who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or prior to 9:00 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

**C. Alternate Shifts**

1. An employee who is regularly assigned a shift of other than eight (8) hours or twelve (12) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 p.m. and midnight, and an additional seventy-five cents (\$0.75) for each hour worked between midnight and 8:00 a.m.

2. Employees who are regularly assigned to a twelve hour shift that includes the hours between 0000 and 0600 shall receive \$1.00 per hour for each hour of the shift.

**D. Regularly Assigned.**

Regularly Assigned Shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

**E. No Shift Differential paid for time not worked.**

Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

**8.5. In-House Certificate Program.**

**A. Intermediate Certificate Requirements.**

Any unit member who meets the intermediate certificate requirements shall be eligible to receive an additional two and a half percent (2.5%) of base wages, providing the employee has completed at least six (6) months with his/her respective department. Initial eligibility shall require an "overall" performance evaluation of "meets expected standards" for the previous six (6) month period. Eligibility shall not be earlier than the beginning of the payroll period following the date the eligibility requirements have been met.

A unit member who meets the initial eligibility, shall then satisfy one of the following eligibility requirements to receive the Intermediate Certificate:

Degree or Education Units*		Law Enforcement Experience		Training Points
Bachelor Degree	and	2 years	plus	0
Associate Degree	and	4 years	plus	0
45 Education Units	and	4 years	plus	45
30 Education Units	and	6 years	plus	30
15 Education Units	and	8 years	plus	15

\*Excess education units may be applied towards training points on a unit-for-point basis.

**B. Advanced Certificate Requirements.**

Any unit member who meets the advanced certificate requirements shall be eligible to receive an additional two and a half percent (2.5%) of base wages under the conditions above, for a maximum of five percent (5%) above base wages.

A unit member who meets the initial eligibility, shall then satisfy one of the following eligibility requirements to receive the Advanced Certificate.

Degree or Education Units*		Law Enforcement Experience		Training Points
Master Degree	and	4 years	plus	0
Bachelor Degree	and	6 years	plus	0
Associate Degree	and	9 years	plus	0
45 Education Units	and	9 years	plus	45
30 Education Units	and	12 years	plus	30

\*Excess education units may be applied towards training points on a unit-for-point basis.

**C. Reinstatement.**

Persons who are rehired, and immediately previous to leaving County employment were receiving In-House Certificate pay, shall be deemed to satisfy the above criteria at the appropriate level.

## **ARTICLE 9 HOURS OF WORK.**

### **9.1. WORK PERIODS AND HOURS OF WORK.**

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

### **9.2. ALTERNATE WORK SCHEDULES.**

- A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.
- B. The Sheriff may establish a twelve-hour shift under the following conditions:
  - 1. Shifts will be assigned by Sheriff's management and will not be changed without prior notice. All leave and holidays shall be accrued on the same basis as a standard 5/8 shift assignment, so that no advantage will be gained by the 12-hour shift schedule. Pay for work on a holiday will consist of eight hours holiday: four hours regular, and eight hours of holiday overtime.
  - 2. Any return to the standard 5/8 schedule shall remain at the discretion of Sheriff's management and may be implemented upon a minimum of fourteen (14) days prior notice to the Association or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.

3. Overtime shall be based upon hours worked over eighty-four (84) hours in a biweekly pay period. Thus, seven shifts would consist of (eighty) 80 hours of straight time base pay and four (4) hours of straight time overtime pay.
  4. Beginning with the first full payroll period of FY 2012-2013, all hours worked over eighty (80) in a biweekly pay period shall be paid at the rate of time and one-half; subsection B. 3 immediately above shall become inoperable after that change.
- C. The establishment of alternate work schedules, other than 12 hour shifts, shall be subject to the following:
1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Officer and the Association.
  2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
  3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
  4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).

### **9.3. 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.

### **9.4. MEAL PERIODS.**

An unpaid meal period of up to one 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 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.

### **9.5. 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 below 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 minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

- B. Except as indicated in Section 9.2.B.3 and 9.2.B.4 all eligible employees shall be entitled to premium overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of forty (40) hours in a 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 an accepted 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 or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an employee and with the concurrence of the Personnel Director, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

The department head, at his or her sole discretion, may authorize pay for any or all of the employee's accumulated compensatory leave off if budgeted funds are available. The pay will be processed on the next regular payroll for inclusion in the subsequent pay check.

During an annual window period established by the Department Head, employees may request pay for up to 20 hours of their accrued compensatory time. It is the Department Head's discretion, based upon budgeted funds identified to grant as available for that purpose, to grant some, all, or none of the hours requested. Such payment shall be based on the employee's base wage step only, without shift differential or other add-ons. It is the intention of the parties that the Department Head retain maximum discretion but that such decision to offer the payoff of CTO be made in a non discriminatory manner. The decision of the Department Head shall be final and not subject to the Grievance Procedure of this Agreement.

- E. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.
- F. 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).



## **9.6. STANDBY.**

### **A. Assignment.**

A department head may assign employees to standby. Association employees assigned standby shall be compensated at a rate of \$2.50 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

### **B. Requirements.**

In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;
4. Respond to callbacks during scheduled standby time unless s/he 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 month after mileage costs are incurred;
7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

### **C. On Call/Subject to Call.**

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

## **9.7. CALLBACK FROM STANDBY.**

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

## **9.8 CALLBACK WHILE NOT ON STANDBY.**

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



not be credited as callback and the minimum time period shall not apply.

#### **9.9. CALLBACK FROM VACATION.**

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

#### **9.10. RELEASE FROM DUTY.**

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments for a maximum of twelve (12) months upon approval of the Personnel Director.

## **ARTICLE 10 HEALTH AND WELFARE BENEFITS.**

### **10.1. MEDICAL PLAN.**

Employees and their eligible dependents may select medical insurance coverage from the available options under the PERS Medical Plans or other plans approved by PERS. Eligibility, participation and enrollment shall be in accordance with the requirements set forth by PERS.

### **10.2. DENTAL PLAN.**

- A.** 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 by up to \$5.00 for employee only and by \$5.00 for dependent coverage effective with the paycheck of June 2017, 2018, and 2019 should the Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee. The 2017 Delta Dental rates are as noted in Section 10.4 of this Agreement.
- B.** During the term of this Agreement, upon notice from the Association of their desire to terminate their Delta Dental coverage and to commence dental coverage by contract with Lincoln Financial, the County will take action to contract with Lincoln Financial for such coverage under the same terms and conditions as the coverage is provided to the County's DSA-DSS/DAI bargaining unit. The transition from Delta Dental to contract with Lincoln Financial may take up to six (6) months to process, and the parties agree to enter into a side letter to this Agreement to reflect this transition at the time it occurs.

### **10.3. BENEFIT AND CONTRIBUTION WAITING PERIOD.**

Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). County contributions towards medical and dental, as provided 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.

#### **10.4. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.**

##### **A. Initial Medical and Dental Contributions.**

Effective with the pay period beginning after ratification of this Agreement in Calendar Year 2017, the County maximum health contributions to the PERS medical or its equivalent and the County maximum Delta dental contributions shall be:

Category	Monthly Medical Contribution	Monthly Delta Dental Contribution
Employee Only	\$697.32	\$29.54
Employee+1	\$1066.49	\$48.17
Employee+Family	\$1386.44	\$63.81

Except as provided in this Article any additional contribution necessary for the medical and dental plans shall be paid by employee through payroll deduction.

##### **B. Subsequent Medical Contribution Adjustments.**

1. For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium and sixty-five percent (65%) of the Employee plus one and Employee plus family medical premium cost categories of PERS Choice (or the equivalent plan). Those percentages shall be converted to monthly maximums, which dollar amounts shall not be exceeded without specifically being changed through the negotiation process. The employee will pay the portion of the premium not contributed by the County.
2. For covered employees hired prior to January 1, 2018 who retire from active County service and have not elected to be covered under Article 10.12; the retiree medical premium will be paid as follows:
  - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
  - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
  - c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.
3. For covered employees hired on or after January 1, 2018 who retire from active County service; the retiree medical premium will be paid as follows:
  - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
  - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

**C. Spouse Accommodation.**

Spouse or Registered Domestic Partner Accommodation. 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 partner's 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.

**D. Support for Legislative Change.**

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

**E. Impact of Affordable Care Act (ACA)**

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article 10 – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussions under this section will be limited to the parties' rights and obligations set forth in Article 10 of the Agreement.

**10.5. RETIREE PREMIUMS.**

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) per cent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.

**10.6. VISION PLAN.**

The County will provide a vision plan for all regular full-time employees and regular part-time employees using the California Vision Plan A (\$15 deductible) as the minimum standard. The County shall pay the premiums for all regular full-time and regular part-time employees. Employees may enroll their eligible dependents in the vision care program and pay the premiums through payroll deductions.

**10.7. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.**

The County shall pay the premium for a \$40,000 life insurance policy and a \$40,000 AD&D insurance policy for each employee in the Association.

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

**10.9. COUNTY CONTRIBUTIONS WHILE ON LEAVE.**

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 covered by Labor Code 4850, for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

**10.10. IRC SECTION 125 BENEFIT PLAN.**

- A. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employee's medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining Association.
- B. Beginning January 1, 2018, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2018 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.
- C. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

**10.11 EMPLOYEE ASSISTANCE PROGRAM**

Employees in this unit shall be eligible for the *County-sponsored Employee Assistance Program*.

**10.12. 401(a) PLAN.**

Any covered employee hired on or after January 1, 2018, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 10.4.B.2, 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, 2018, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 10.4.B.2. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 10.4.B.2, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 10.4.B.2 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:

<b>Years of COUNTY Service</b>	<b>Portion of Account Value Vested</b>
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.



## **ARTICLE 11 RETIREMENT.**

### **11.1. PERS RETIREMENT.**

County retirement is provided through the Public Employees Retirement System (PERS). Unit employees are covered under the Safety retirement provisions with a 2% @ age 50 benefit. Beginning as soon as the County amends its contract with PERS, new hires after that date will be employed under the 2% @ age 55 PERS Safety retirement provisions. The County shall pay all of the employer contributions associated with this formula as determined by PERS.

### **11.2. PERS 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 employee contribution of nine percent (9%) on wages subject to PERS contributions.
- B.** The County amended its contract with PERS, effective January 1, 2002 (2%@50), so that the employee-paid portion of PERS contributions is made on a pre-tax basis.

### **11.3. DETERMINATION OF FINAL COMPENSATION.**

Unit employees shall have their final compensation determined based on the average monthly compensation for the highest consecutive thirty-six (36) months.

### **11.4. USE OF VACATION.**

An employee in a paid status immediately prior to retirement, may remain on the payroll and use accumulated vacation time until such accruals are exhausted. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation.

## **ARTICLE 12 PAID LEAVES.**

### **12.1. HOLIDAYS.**

#### **A. Official Holidays.**

The following are established as official holidays for regular full-time and regular part-time employees:

- 1 - January 1st, New Year's Day
- 2 - The third Monday in January, Martin Luther King, Jr. Day
- 3 - February 12, 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 11, Veterans Day
- 9 - The fourth Thursday in November, "Thanksgiving Day"
- 10 - The day following Thanksgiving Day
- 11 - December 24th, Christmas Eve Day
- 12 - December 25th, Christmas Day

**B. Annual Holiday Schedule.**

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

**C. Maximum Holiday Hours.**

Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours or one regularly assigned work shift as provided in 12.1(E) below. No employee shall be compensated more than once for each of the above listed holidays.

**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-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 (1-1/2) times the hours worked plus straight time pay for assigned regular hours to a maximum of his/her regularly scheduled shift up to 12 hour shifts as full compensation for the official holiday. At employee's choice, the time and one-half portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not work a five-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 (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 holiday compensation unless that employee works a five-day per week schedule with Saturdays and Sundays as normal days off.

**G. Holiday Compensation.**

1. Those employees working a five-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-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 Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the department head may, upon the request of the employee and with the concurrence of the Personnel Director, extend the limit on accrued holiday time.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

## **12.2. SICK LEAVE.**

### **A. Accrual.**

Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.

### **B. Usage.**

Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.

### **C. Sick Leave Usage in Lieu of Vacation.**

An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the department head immediately or as soon as possible. The department head shall then make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.

### **D. Family Illness/Medical Appointments/Family Sick Leave.**

Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents. Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's department head. Immediate family means father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, 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.

### **12.3. SICK LEAVE RETENTION INCENTIVE PAYMENT.**

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

<b>Years of Service</b>	<b>% of Accrual Eligible</b>	<b>Maximum Cash Payment</b>
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37.5%	\$6,000
20 or more	50%	\$6,000

### **12.4. 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 12.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless s/he repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

### **12.5 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.**

The County has amended its PERS contract to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above section shall not be available for such conversion.

### **12.6. BEREAVEMENT LEAVE.**

- A.** Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided however, that not more than two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the department head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, father, mother, son, daughter, sister, brother, grandparent, or grandchild, step parent, step child, step sister, step brother, step grandparent or step grandchild.
- B.** Verification of Bereavement Leave. Satisfactory proof of death may be required at the discretion of the department head for any use of Bereavement Leave.

### **12.7. JURY DUTY.**

- A.** A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) s/he receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.

- B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.
- C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

## **12.8. VACATION.**

### **A. Accrual.**

Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hour's 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.

<b>Years of Continuous Service</b>	<b>Vacation Hours Accrued per Hour</b>	<b>Equivalent Days per Year</b>	<b>Maximum Hours Accrued</b>
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 Manual.
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.

### **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 months, shall be paid off for any accrued but unused vacation upon the written request from employee.
2. **Annual Payment.** During each calendar year, an employee may choose to receive payment for up to twenty (20) hours of accrued vacation leave or compensatory time. Such payment shall be based on the employee's base wage step only, without shift differential or other add-ons. Request for payment may be made in November or December of each year. Such



payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year.

**D. Working for County During Vacation.**

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

**E. Use At Retirement.**

Persons retiring under the provisions of the Public Employees' Retirement System may remain on the payroll on vacation status until such accrued vacation time for which they are eligible has been exhausted. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation.

## **ARTICLE 13 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES.**

### **13.1. UNIFORM ALLOWANCE.**

- A.** A seven hundred dollar (\$700.00) uniform allowance for unit employees per year will be paid with regular payroll in equal installments; if an employee is placed in unpaid status, the employee is not eligible to receive installment. The allowance shall cover all maintenance and replacement of lost, stolen, worn and damaged uniforms and equipment. Safety equipment shall be replaced by the County.
- B.** Newly hired employees shall receive a full uniform issue and will receive full uniform replacement as needed until the following July 1.
- C.** All maintenance, tailoring and other alterations will be at the employee's expense except for replacement or furnishing of department patches, service stripes or insignia.

### **13.2. NEW HIRES.**

The following clothing and equipment shall be initially provided to employees: uniforms 3 short sleeved shirts, 1 long sleeved shirt, 3 pairs of pants, 2 ties, 1 dress belt, 1 name tag, 1 jacket; handcuffs/holder, chemical agent/holder plus other law enforcement equipment or uniforms as the Department Head deems necessary. Those items of clothing and equipment not deemed as needed by the employee will not be issued.

### **13.3. COUNTY PROPERTY.**

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

### **13.4. REIMBURSEMENT MEALS.**

Refer to Chapter 20 of the Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement.

## **ARTICLE 14 PROBATIONARY PERIOD.**

### **14.1. INITIAL PROBATION.**

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

### **14.2. PROMOTIONAL PROBATION.**

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

### **14.3. PROBATION ON TRANSFER OR DEMOTION.**

For good cause shown, a department head may require a six (6) months probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal.

### **14.4. 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.

### **14.5. REJECTION FROM PROBATION.**

Rejection during a probationary period is not a disciplinary action.

## **ARTICLE 15 DISCIPLINARY ACTION.**

### **15.1. 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 County Board of Supervisors.

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.

## **15.2. BASIS FOR DISCIPLINARY ACTION.**

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

- A.** Absence without leave.
- B.** Misfeasance, malfeasance, nonfeasance or neglect of duty.
- C.** Incompetence.
- D.** Inefficiency.
- E.** Violation of any lawful or reasonable regulation or order made or given by a superior officer.
- F.** Negligent or willful damage to public property.
- G.** Waste or misuse of public supplies or equipment.
- H.** Discourteous treatment of members of the public or public officers or employees while on duty.
- I.** The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the Health and Safety Code.
- J.** Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
- K.** Conviction of any criminal act involving moral turpitude.
- L.** Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
- M.** Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
- N.** Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech.
- O.** Dishonesty, including but not limited to falsifying official records, embezzlement or theft.

- P. Fraud in obtaining County employment.
- Q. Violation of any of the provisions of the personnel manual or any rule, policy, or regulation adopted pursuant to this contract or law.
- R. Violation of the County's Sexual Harassment Policy.

**15.3. BASIS FOR OTHER TERMINATION FOR CAUSE.**

- A. Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. (Not disciplinary in nature).
- B. An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three (3) consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections 15.5 A, B, and the introductory paragraph of C only. (Not disciplinary in nature).

**15.4. TYPES OF DISCIPLINE.**

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

**A. Written Reprimand.**

A reprimand, the details of which are committed to writing, is placed in the employee's personnel file. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the department head, or designee. Within five (5) working days thereafter, the department head, or designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

**B. Intermediate Disciplinary Action. Suspension without pay, demotion, or reduction in base pay.**

An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 15.5 A. and B. below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts 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.

If requested within five (5) working days following receipt of the management representative's decision; further appeal shall include: review by the County Personnel Director (or 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, or the Association may also agree to opt for the appeal process provided in Section 15.5 D below on behalf of the employee.

**C. Severe Disciplinary Action.**

Discharge. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section 15.3 above shall be afforded the procedural protections of Section 15.5 below.

**15.5. APPEAL PROCEDURES.**

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

**A. Notice.**

The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the County Counsel. A copy of every notice shall be sent to the Personnel Director. Upon mutual written agreement the response meeting may be delayed beyond the date set in 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 s/he, 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 Manual, to contest the action of the management representative. The request must be filed by the employee, through the Association with the Personnel Director.
2. If, within the initial five (5) working day appeal period the employee, through the Association, does not file said appeal, the action of management representative shall be considered conclusive.

**D. Appeal of Intermediate Disciplinary Action**

An employee who receives an intermediate disciplinary action as provided in Section 15.4 B can appeal the disciplinary action to the Board of Employee Appeals pursuant to the Personnel Manual to contest the action of the management representative as provided above in Subsection C.

The Association, on behalf of employees may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals for an intermediate disciplinary action. If within the ten (10) working day appeal period, the Association, on behalf of the employee, files notice of appeal of such intermediate disciplinary action, then a time for an appeal hearing before a Hearing Officer 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, unless extended by mutual agreement of the County and the Association. The appeal must be filed by the Association with the Director of Support Services. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. Any such appeal before a Hearing Officer will be conducted pursuant to the following procedures:

1. The Hearing Officer will be a licensed attorney provided by the Institute for Administrative Justice (IAJ) at McGeorge School of Law. The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Association.

2. All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing Officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
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. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
5. Following the appeal hearing, the Hearing Officer shall issue an opinion to sustain, reject, or modify the employee's intermediate disciplinary action. Such opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue or issues presented to the Hearing Officer. The advisory opinion shall be emailed to the Board of Employee Appeals through the Clerk of the Board of Supervisors, with a copy emailed to the Director of Support Services, the Association, and the employee.
6. Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Association or the County can request that the Board of Employee Appeals review the advisory opinion. Such request must be in writing and submitted to and received by the Clerk of the Board of Supervisors within this time frame, with a copy of the written request provided to the other party. If no such request for review is made within this time frame, the parties have therefore agreed to waive any further appeal of the underlying discipline and notwithstanding any language to the contrary in section 15.5(D)(5), the Hearing Officer's decision will become final and shall be binding on the parties.
7. If review of the advisory opinion is requested, the Board of Employee Appeals will review the advisory opinion and the record of the underlying appeal hearing before the Hearing Officer and will issue its decision within 30 calendar days after completing that review. As part of the Board of Employee Appeals review of the advisory opinion, the following procedures will apply:
  - a. A copy of the record shall be made available to the parties. Costs for the preparation and copying of the record shall be split equally between the County and the Association.
  - b. The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.

8. In issuing its decision, the Board of Employee Appeals may do any of the following:

- a. Adopt the proposed decision in its entirety.
- b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or a change of similar nature that does not affect the factual or legal basis of the proposed decision.
- d. Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the IAJ Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals may decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

#### **E. Appeal of Discharge.**

Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. 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 the County and the Association may jointly agree to schedule the matter for review by the Personnel Director 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 American Arbitration Association or State Mediation and Conciliation Service and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.

4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, s/he 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. S/he 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.
8. The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

#### **15.6. SUMMARY SUSPENSION.**

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.

#### **15.7. 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 16 MISCELLANEOUS PROVISIONS.**

### **16.1. CONTRACTING OUT.**

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

### **16.2. 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 year following the effective date of lay off.

### **16.3. 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, PERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

### **16.4. ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY.**

County has implemented an Alcohol Free and Drug Free policy in the Sheriff's Department. 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 17.

## **ARTICLE 17 GRIEVANCE PROCEDURE.**

### **17.1. DEFINITIONS.**

#### **A. Grievance.**

A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one of the policies listed in Article 19 Personnel Manual which adversely affects the grievant.

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

#### **B. Grievant.**

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

### **17.2. INFORMAL RESOLUTION.**

Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The



supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if s/he receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

### **17.3. FORMAL PROCESS.**

**Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he 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 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.

**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.

**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.

### **17.4. GRIEVANCE BOARD.**

**A.** The Grievance Board shall consist of three (3) members as follows who shall act as neutrals:

1. A department head or assistant department head of a County department other than that in which the aggrieved employee is assigned, to be appointed by the County Administrative Officer,
2. A County employee represented and designated by the Association, and
3. The County Personnel Director or his designee, who shall serve as chairperson.

- B. The Association designee shall be granted release time to participate in the activities of the Grievance Board.

#### **17.5. GENERAL PROVISIONS.**

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

#### **17.6. 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 Personnel Director for consideration and final decision.

### **ARTICLE 18 PEACEFUL PERFORMANCE.**

#### **18.1. NO STRIKES OR LOCKOUTS**

- A. During the term of this agreement, neither the Association nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or goods to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Association's or its members' agreement to a change in working conditions.
- B. The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization,

or any other group of employees, or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible; provided that the picket signs clearly state that the picketing is informational only.

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

## **18.2. DISCIPLINE.**

Any employee who participates in any activity prohibited by Section 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 15, Disciplinary Action.

## **18.3 REMEDIES FOR BREACH.**

The Employer and the Association shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 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 19 MISCELLANEOUS PROVISIONS.**

## **19.1. PERSONNEL MANUAL**

- A. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Manual.
- B. If during the term of this agreement the County desires to amend the following provisions of the Personnel Manual 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.
- C. The following provisions of the Personnel Manual are covered by this Article:
  - 1. Voluntary Time Off Without Pay
  - 2. Leaves of Absence
  - 3. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.
  - 4. Layoff Provisions

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

**19.2 APPLICATION OF CALIFORNIA LABOR CODE §4850 TO CORRECTIONAL OFFICER-DEPUTY SHERIFFS.**

Section 4850 of the California Labor Code applies to Correctional Officer-Deputy Sheriffs.

**19.3 REQUIRED DISCUSSIONS IF CORRECTIONAL OFFICER-DEPUTY SHERIFFS PROGRAM TERMINATED.**

Should the Sheriff decide that the Correctional Officer-Deputy Sheriffs program should be terminated, the County shall notify the Association as soon as possible of such intent, and the parties shall thereafter meet and discuss the options available, if any, for the incumbents who may be affected.

## **ARTICLE 20 FULL UNDERSTANDING, MODIFICATION AND WAIVER.**

**20.1. FULL UNDERSTANDING.**

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

**20.2. NO INTERIM BARGAINING.**

- A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this agreement shall remain in full force and effect for the term of this agreement.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

**20.3. MODIFICATION.**

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

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

#### **20.4. WAIVER.**

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

#### **20.5. SUPERSESION.**

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

### **ARTICLE 21 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.

### **ARTICLE 22 TERM OF AGREEMENT.**

The term of this Agreement shall commence on April 01, 2017, and expire at midnight on March 31, 2020. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.



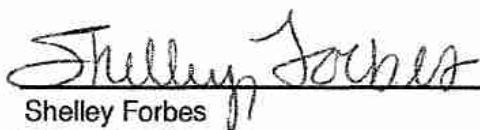
**For the County**



Gage Dungy  
Chief Negotiator



Angela Davis  
Director of Support Services

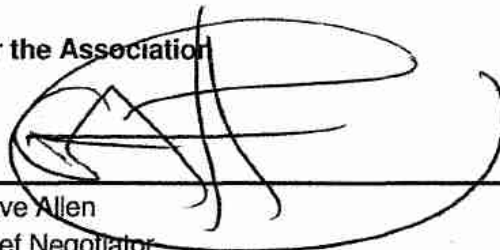


Shelley Forbes  
Team Member




Melissa Merritt  
Team Member

**For the Association**



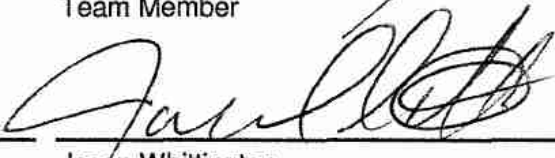
Steve Allen  
Chief Negotiator



Jon Ruiz  
President



Mark Dudley  
Team Member



Jason Whittington  
Team Member



Paul Heckman  
Goyette Representative

Date 05/31/2017

**ATTACHMENT A**  
**SHASTA COUNTY CORRECTIONAL OFFICER-DEPUTY SHERIFFS UNIT SALARY**  
**FOR MOU TERM**

<b><u>Job Classification</u></b>	<b><u>Range</u></b>	<b><u>CURRENT</u></b>	
		<b><u>A Step</u></b>	<b><u>F Step</u></b>
CORRECTIONAL OFFCR I-DEP SHF	FLAT	3254	3254
CORRECTIONAL OFFCR II-DEP SHF	452	3417	4361
CORRECTIONAL SERGEANT-DEP SHF	487	4053	5173

**ATTACHMENT B**  
**SHASTA COUNTY CORRECTIONAL OFFICER-DEPUTY SHERIFFS UNIT SALARY**  
**FOR MOU TERM**

<b><u>Job Classification</u></b>	<b><u>Range</u></b>	<b><u>Beginning With Pay Period</u></b> <b><u>04/02/2017</u></b>	
		<b><u>A Step</u></b>	<b><u>F Step</u></b>
CORRECTIONAL OFFCR I-DEP SHF	FLAT	3352	3352
CORRECTIONAL OFFCR II-DEP SHF	452	3519	4492
CORRECTIONAL SERGEANT-DEP SHF	487	4174	5328

<b>ATTACHMENT C</b> <b><u>SHASTA COUNTY CORRECTIONAL OFFICER-DEPUTY SHERIFFS UNIT SALARY</u></b> <b><u>FOR MOU TERM</u></b>			
<b><u>Job Classification</u></b>	<b><u>Range</u></b>	<b><u>Beginning With Pay Period</u></b> <b><u>04/01/2018</u></b>	
		<b><u>A Step</u></b>	<b><u>F Step</u></b>
CORRECTIONAL OFFCR I-DEP SHF	FLAT	3452	3452
CORRECTIONAL OFFCR II-DEP SHF	452	3625	4626
CORRECTIONAL SERGEANT-DEP SHF	487	4300	5488

<b>ATTACHMENT D</b> <b><u>SHASTA COUNTY CORRECTIONAL OFFICER-DEPUTY SHERIFFS UNIT SALARY</u></b> <b><u>FOR MOU TERM</u></b>			
<b><u>Job Classification</u></b>	<b><u>Range</u></b>	<b><u>Beginning With Pay Period</u></b> <b><u>03/31/2019</u></b>	
		<b><u>A Step</u></b>	<b><u>F Step</u></b>
CORRECTIONAL OFFCR I-DEP SHF	FLAT	3521	3521
CORRECTIONAL OFFCR II-DEP SHF	452	3697	4719
CORRECTIONAL SERGEANT-DEP SHF	487	4386	5597