

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SHASTA
AND THE
SHASTA COUNTY
SHERIFF'S ADMINISTRATIVE ASSOCIATION



July 1, 2019 – June 30, 2022

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2019-2022
Agreement between the
County of Shasta and the
Shasta County Sheriff's Administrative Association

ARTICLE I. PARTIES

This Agreement is entered into on July 1, 2019, by and between the County of Shasta (hereinafter referred to as "Employer" or "County") and the Shasta County Sheriff's Administrative Association (hereinafter referred to as "Association").

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

ARTICLE II AUTHORIZED AGENTS

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

- A. County's principal authorized agent shall be:

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

- B. Association's principal authorized agent shall be:

President
Sheriff's Administrative Association
300 Park Marina Circle
Redding, CA 96001

ARTICLE III. RECOGNITION

The Employer recognizes the Association as the collective bargaining agent for all regular and probationary full-time and part-time employees (1/2 time or more) in the job classifications of Captain, Chief District Attorney's Investigator, Correctional Lieutenant – Deputy Sheriff, Deputy Chief Investigator, and Lieutenant, excluding extra help employees.

ARTICLE IV. COMPENSATION

- A. **Salary Increases:**

1. Effective the pay period beginning July 7, 2019, the County will provide a four percent (4%) increase to base salary.
2. Effective the pay period beginning July 5, 2020, the County will provide a three percent (3%) increase to base salary.

3. Effective the pay period beginning July 4, 2021, the County will provide a four percent (4%) increase to base salary.
- B. Wages for the job classifications in this Association are shown in Attachment A.
 - C. During this Agreement, wage scheduled increases shall occur at the beginning of the pay period on the following dates with the indicated percentage increases:

Attachment	Applicable Date	Percentage Increase
A	Current Wages	0.0%
B	July 7, 2019	4.0%
C	July 5, 2020	3.0%
D	July 4, 2021	4.0%

- D. **Merit Step Increases.** Employees shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be governed by the County's Personnel Rules.
- E. **Peace Officer Standards and Training (POST) Pay.** Employees who hold an Intermediate POST Certificate shall receive four and one-half percent (4.5%) above the base salary wage for their class. Employees who hold an Advanced POST Certificate shall receive an additional three and one-half percent (3.5%) for a total of eight percent (8%) above the base wage for their class.

Employees who hold a Management POST Certificate shall receive five percent (5%) above the base salary wage for their class. Employees holding POST Intermediate, Advanced, and Management Certificates would receive a total of thirteen percent (13%) above the base salary wage for their class.
- F. **Salaried Status.** Association employees are salaried employees as described in Section 15.5 of the Personnel Rules.
- G. If an employee of the Association is required by the Department Head, or his/her designee, to work on an official County holiday (as defined in Article IX), the employee may be granted up to eight (8) hours of holiday credit.
- H. **Special Overtime Provision.** Association unit employees shall not receive any compensation for overtime work except pursuant to the provisions of this subsection.

Association unit employee shall, in addition to his/her salary as provided in Article IV(C) of this agreement, receive overtime pay, calculated at one and one-half (1.5) times the employee's hourly rate identified on the County's Salary Schedule only under the following circumstances:

1. **Local Emergency.**

- a. Overtime may be authorized only where:
 - i. A local emergency has been formally declared in Shasta County by the appropriate authorities ("Local Emergency"), and
 - ii. When an Association unit employee is assigned by his/her supervisor to perform work in response to the Local Emergency either before or after the Local Emergency has been formally declared by the appropriate authorities,
- b. Such overtime pay will only apply to hours worked as follows:
 - i. For hours worked in response to the Local Emergency that exceed 40 hours during the Association unit employee's scheduled workweek; and
 - ii. For hours worked in response to the Local Emergency on an Association Unit employee's scheduled day off.

For purposes of calculating this overtime pay, Association unit employees shall record and track all hours worked in response to the Local Emergency.

2. **Outside Grant Reimbursements and Service Contracts.**

- a. The intent of this section is to authorize the Association unit employee to receive overtime compensation, approved by the Sheriff or District Attorney or his/her designee, with the following conditions applied to the funding of the actual outside grant, service contract, project, and/or agreement:
 - i. No (0%) General Fund funding contribution;
 - ii. No (0%) Sheriff Department funding contribution;
 - iii. No (0%) Shasta County funding match required; and
 - iv. 100% of the funding is provided by the requestor of services.

Overtime may be authorized when an Association unit employee is assigned by his/her supervisor to perform services that are 100% funded by an outside grant, service contract, project, and/or agreement, where such services are not otherwise restricted or

prohibited by the outside grant, services contract, project, and/or agreement's rules/guidelines, and where such overtime work has been authorized in advance by the Sheriff or District Attorney or his/her designee.

- b. Such overtime pay will only apply to hours worked as follows:
 - v. For hours worked to perform services that are 100% funded by an outside grant, service contract, project and/or agreement that exceed 40 hours during the Association unit employee's scheduled workweek; and
 - vi. For hours worked to perform services that are 100% funded by an outside grant, service contract, project, and/or agreement on an Association unit employee's scheduled day off.

For purposes of calculating this overtime pay, Association unit employees shall record and track all hours worked in performing services that are 100% funded by an outside grant, service contract, project, and/or agreement.

ARTICLE V. HEALTH & WELFARE BENEFITS

- A. **Medical.** The County maximum health contributions to medical insurance upon CalPERS approval and the County maximum dental contributions during the term are available online at:
https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx.
- 1. For the stated term of this Agreement and effective upon approval of CalPERS for any changes made to the County contribution pursuant to this Agreement, the County will pay the full premium cost for 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 equivalent plan). The County contribution includes the PEMHCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay the portion of the premium not contributed by the County.

2. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article V.G; the retiree medical premium will be paid as follows:
 - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
 - c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.
3. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:
 - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.
4. Spouse or Registered Domestic Partner Accommodation. Should an employee and his/her spouse or registered domestic partner both work for the County and both are 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.
5. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article V – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually

agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article V of the Agreement.

6. Throughout the term of this contract, the parties will explore an alternative method of funding Association members' health coverage. Such potential methods shall be limited to those which would provide no expansion of total cost of County contributions over the current method. Any change in method will require mutual agreement of both parties.

- B. **Dental.** The County shall provide regular employees with a maximum of the following amounts toward the monthly cost of the fully insured County-approved Dental Program: The waiting period for the County's contributions to dental coverage shall be six (6) months from time of initial appointment in continuous regular service with the County.

County will increase its monthly contribution to the dental premium by up to five dollars (\$5.00) for the employee only and by five dollars (\$5.00) for an employee with dependents annually effective with the first pay period which includes January 1st each year should the dental premium increase. Rate increases greater than those amounts will be absorbed by the employee.

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

- D. **Life.** The County shall provide a group life and accidental death and dismemberment policy to members of the Association at County expense equal to each employee's actual annual base salary. In no event shall such amount be less than thirty-five thousand dollars (\$35,000), nor more than eighty thousand dollars (\$80,000).

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

- F. **Internal Revenue Code (IRC) Section 125 Benefit Plan.**

1. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of the employees' medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the IRC and Board of Supervisor's 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 Association.

2. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.
3. 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.

- G. **401(a) Plan.** Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article V.A.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, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article V.A.2. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article V.A.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 V.A.2 shall be irrevocable.

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

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such

employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

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

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

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

- H. **Retirement.** County retirement is provided through the CalPERS. Employees hired prior to May 8, 2011 are covered under the safety retirement provisions with a 3% @ age 50 benefit. Employees newly hired by the County on or after May 8, 2011 shall be included in the safety retirement provisions with a 3% @ 55 formula unless otherwise required by California state law. Employee contributions to CalPERS for safety retirement benefits are currently nine percent (9%) of Persable compensation. Employees hired on or after January 1, 2013, are covered under the California Public Employees' Pension Reform Act (PEPRA) enactment with a

benefit formula of 2.7% @ 57 or as determined by CalPERS in compliance with California state law and employee-paid contribution rates as determined by PEPPRA provisions. The County shall contribute the full required employer contribution.

1. **Determination of Final Compensation.** Employees hired prior to May 8, 2011 shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (or consecutive twelve (12) months). New hires first employed on or after May 8, 2011 will be covered by the retirement formula based upon the average of the highest three (3) years of service.
 2. All employees shall pay one hundred percent (100%) of the employees' share of CalPERS pension contributions unless otherwise required by California state law.
- I. **Employee Assistance Program.** The County will provide an Employee Assistance Program (EAP) and members of the Association shall be entitled to utilize the services contained in this program as offered and paid for by the County.

ARTICLE VI. REIMBURSEMENTS AND ALLOWANCES (Also see Chapter 20 of the Personnel Rules)

- A. **Mileage Reimbursement.** Employees who are required to use private vehicles in the course of County business shall be reimbursed at the rate allowed by the Internal Revenue Service.
- B. **Expense Allowance.** Each Association employee shall receive a one hundred dollar (\$100.00) lump sum allowance for unreimbursed expenses incurred in the conduct or promotion of County business. Payment of such amounts shall be made annually, on or near each January 1st. Newly eligible employees will receive portions of the appropriate amounts on a prorated basis, consistent with their dates of appointment or designation.
- C. **Travel and Meal Allowances.** Association employees shall receive one hundred percent (100%) travel advance for estimated POST or Standards and Training for Corrections (STC) travel expenses. All other travel expenses will be advanced at eighty percent (80%) of the estimated costs. Advances can be made at one hundred percent (100%) of the actual cost for lodging, registration, tuition, and air fare if written substantiation from the vendor is attached to the Travel Request form.

ARTICLE VII. SICK LEAVE

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a work year with no maximum on the amount that may be accrued.
- B. **Usage.** Accumulated sick leave can only be granted for Association employees upon the recommendation of the Department Head, or his/her designee, in cases

of bona fide illness, verification by a licensed medical practitioner, or in the event of serious illness in the employee's immediate family.

- C. **Use While on Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head, or his/her designee, immediately or as soon as possible. The Department Head, or his/her designee, shall then apply criteria normally utilized in approving sick leave.
- D. **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 (see also the Family and Medical Leave Act (FMLA) policy in Section 14.4 of the Personnel Rules). Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head, or his/her designee. Immediate family means father, mother, spouse, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, step grandchildren, foster children, foster parents, registered domestic partners, and others stipulated in Federal and State law.
- E. **Exceptions.** No employee shall be entitled to use accrued sick leave while absent from duty on account of any of the following causes:
1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his or her willful misconduct;
 2. Sickness or disability sustained while on a non-medical leave of absence other than his or her regular vacation; or
 3. When not otherwise eligible under the conditions set forth above.
- F. **Sick Leave Payment.** Upon retirement or death, unused sick leave accrued by an Association member shall be paid off in accordance with the table below. Upon resignation, the employee shall become entitled to either: a) a maximum payment of fifty percent (50%) of that provided under retirement or death provision above; or b) the maximum provided to non-management employees by the appropriate formula, whichever is greater.

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

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

As an alternative to the above payoff provisions, a retiring employee may request in writing for pre-retirement time off, in lieu of equivalent direct compensation. Such time off is to be computed on the basis of dividing the total eligible payoff by the employee's daily rate as of when the requested time would be used by the employee. It shall be taken as full time off immediately prior to his/her stated retirement date to the extent of the computed number of days of eligibility. Employees shall not accrue any additional leave benefits while running out accrued sick leave prior to retiring. This option, once requested and granted, is binding on the County and the employee.

- G. **Sick Leave - CalPERS Service Credit Conversion.** Association employees, upon retirement, have the option of receiving service credit for all accrued sick leave hours. The employee may make an irrevocable decision, in writing, to receive payment for hours under the incentive payment plan above and utilize the balance of accrued hours as CalPERS service credit sick leave conversion under the terms and conditions established by CalPERS.

ARTICLE VIII. BEREAVEMENT LEAVE

- A. **Bereavement Leave.** Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charged 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 up to sixteen (16) additional working hours chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head, or his/her designee; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, or grandchild, step parent, step child, step sister, step brother, step grandparent or step grandchild.
- B. **Certificate of Bereavement Leave.** Satisfactory proof of death may be required at the discretion of the Department Head, or his/her designee, for any use of Bereavement Leave.

ARTICLE IX. HOLIDAYS

- A. **Official Holidays.** The following are established as official holidays for regular employees:
1. January 1st, New Year's Day;
 2. The third Monday in January, Martin Luther King, Jr. Day;
 3. February 12th, Lincoln's Birthday;
 4. The third Monday in February Presidents' Day;
 5. The last Monday in May, Memorial Day;

6. July 4th, Independence Day;
7. The first Monday in September, Labor Day;
8. November 11th, Veterans' Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day following Thanksgiving Day;
11. December 24th, Christmas Eve; and
12. December 25th, Christmas Day.

Each holiday listed above is a maximum of eight (8) hours. The total maximum holiday hours for the year is ninety-six (96) hours.

B. Observed Holidays. For those employees on a five (5) day work week with Saturdays and Sundays as normal days off, the following shall apply:

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

C. Annual Holiday Schedule. The annual holiday schedule shall be announced by the Director of Support Services, or his/her designee, in January of each year, but such announcement shall not alter any provision of this division.

ARTICLE X. VACATION

- A. Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of twelve (12) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

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

B. Use of Vacation.

1. The maximum vacation accrual shall be seventy-eight (78) times the employee's bi-weekly rate of accrual. Vacation taken shall be credited against the accrued time which has been accrued the longest.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, or his/her designee; provided, however, that for reasons deemed sufficient by the Department Head, or his/her designee, 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.
4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. Payment for Vacation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules or who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, may be paid off for any accrued but unused vacation, at the written request of the employee.

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

ARTICLE XI. ADMINISTRATIVE LEAVE

A. Credit. Each Association employee shall be entitled to eighty (80) hours of administrative leave per calendar year, which shall be lost if not used by the end of the year. This time will be credited in advance on or near each January 1st, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or

designation.

- B. **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 eighty (80) hours, of unused administrative leave; hours requested must be submitted in a minimum of five (5) whole hour increments – so long as the following criteria are satisfied:

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

Where an employee has properly elected an intent to cash out administrative leave in the applicable year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out in one lump sum or a portion thereof in a minimum of five (5) whole hour increments. All requests for 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's hours available at the time of the cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period.

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

If the employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If the employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the administrative leave 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.

ARTICLE XII. UNIFORMS AND SAFETY EQUIPMENT

- A. **Uniform Allowance.** An eight hundred dollar (\$800.00) uniform allowance for Association members per year of service, 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.

1. The following uniform articles are covered by the uniform allowance and must meet the department uniform standards:

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- a. Uniform pants;
 - b. Uniform shirts – long and short sleeve;
 - c. Dress belt;
 - d. Ties; and
 - e. Duty Jacket.
- 2. 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.
 - 3. All optional equipment will be the responsibility of the employee.
 - 4. All safety equipment originally issued and replaced by the department remains the department's property.
 - 5. If the department changes or modifies the uniform articles to be replaced by the employee, the replacement costs of such articles shall be subject to meet and confer.

ARTICLE XIII. DISCIPLINARY ACTION.

- A. **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. 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.

Time limits and formal steps may be waived by mutual written consent of both parties.

- B. **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 not limited to, the following:

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

16. Fraud in obtaining County employment;
 17. Violation of any of the provisions of the Personnel Rules or any rule, policy, or regulation adopted pursuant to this agreement or law; and/or
 18. Violation of the County's Policy Against Discrimination and Harassment.
- C. **Basis for Other Termination for Cause.** Any employee covered by this Agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination (not disciplinary in nature).
- D. **Types of Discipline.** The types of discipline recognized for purposes of applying one (1) of the appeal procedures under this article are:
1. **Written Reprimand.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the Department Head, or his/her designee. Within five (5) working days thereafter, the Department Head, or his/her designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
 2. **Intermediate Disciplinary Action.** Suspension without pay, demotion, or reduction in base pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section E 1 and 2 below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Rules.
 3. **Severe Disciplinary Action.** Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section C above shall be afforded the procedural protections of Section E below.
- E. **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.
1. **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:

- a. A description of the events which necessitated the proposed disciplinary action;
- b. A statement of the charges;
- c. A statement of the proposed disciplinary action;
- d. 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;
- e. A statement of the employee's right to representation; and
- f. 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 the date and time of the response meeting.

No notice shall be served upon an employee unless first reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services. Upon mutual written agreement the response meeting may be delayed beyond the date set in section f above.

2. Employee's Response.

- a. Because 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.
- b. 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.

3. **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 U.S. Postal Service's final attempt to deliver the statement.

- a. This statement shall clearly inform the employee that he/she, through the union, has the right, within five (5) working days after receipt of this notice, to request an appeal in writing. The written request for appeal must be filed by the employee or the Association with the Director of Support Services.
- b. If, within the initial five (5) working day appeal period the employee or Association does not file said appeal, the action of management representative shall be considered conclusive.

- F. **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.

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

ARTICLE XIV. MISCELLANEOUS PROVISIONS

- A. **Joint Issues Forum.** A member of the Association will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this forum are not meet and confer sessions.
- B. **Alcohol-Free and Drug-Free Workplace Policy.** Association members agree to abide by and be subject to an Alcohol-Free and Drug-Free policy in the Sheriff's Office which augments the normal County policy (Personnel Rules, Chapter 31) with regard to those subjects. Such augmentation includes utilizing the split sample method for samples collected as described in the County's policy, for samples collected under the Sheriff's Policy and the use of other sections, as appropriate. With respect to those employees represented by the Association, such policy may not further burden the employees nor further intrude on their privacy beyond that which was agreed in bargaining without further negotiations with Association.
- C. **Vehicle Operations Policy.** Association members agree to abide by and be subject to the Shasta County Vehicle Operations Policy (Personnel Rules, Chapter 33) which was agreed to in bargaining.
- D. **Release From Duty.** When the best interest of the County requires the immediate removal of the employee from his/her position, an employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed twelve (12) months upon the approval of the Director of Support Services.

ARTICLE XV. FULL UNDERSTANDING, MODIFICATION, AND WAIVER

A. **Full Understanding.**

It is intended that this Agreement sets forth the full and entire understanding of both 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 both parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

A. **No Interim Bargaining.**

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.

Both parties agree, therefore, that the other shall not be required to negotiate with

respect to any subject or matter, whether referred to or not in this Agreement, except as specifically provided for herein.

Notwithstanding the above, the County agrees to apply the policies and procedures of the Personnel Rules, as may be revised from time to time, to the members of the Association where the subject of such policies and procedures are not covered by this Agreement.

C. Modification.

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

D. Waiver.

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

E. Supersession.

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


ARTICLE XVI. SAVINGS PROVISION

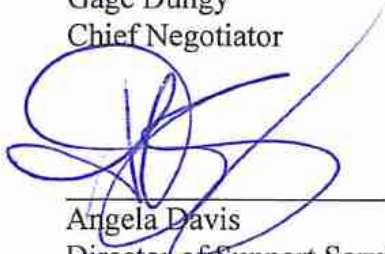
If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XVII. TERM OF AGREEMENT


The County and the Association agree that the term of this agreement shall commence on July 1, 2019, and expire at midnight on June 30, 2022. 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 Shasta County Board of Supervisors.

FOR THE COUNTY:



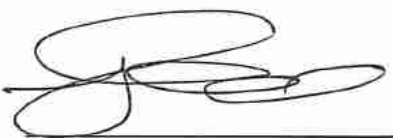
Gage Dungy
Chief Negotiator

Angela Davis
Director of Support Services


Shelley Forbes
Team Member

Kari Kibler
Team Member

FOR THE ASSOCIATION:



Lt. Tom Campbell
President

Lt. Gene Randall
Team Member

Lt. Tyler Thompson
Team Member

ATTACHMENT A
SHERIFF'S ADMINISTRATION ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Current (Prior to 7/7/2019)	
		A Step	F Step
Captain	571	7008	8945
Chief District Attorney's Investigator	568	6907	8815
Correctional Lieutenant – Deputy Sheriff	500	4956	6326
Deputy Chief Investigator	554	6451	8233
Lieutenant	541	6054	7727

ATTACHMENT B
SHERIFF'S ADMINISTRATION ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Pay Period Beginning July 7, 2019	
		A Step	F Step
Captain	571	7289	9303
Chief District Attorney's Investigator	568	7183	9168
Correctional Lieutenant – Deputy Sheriff	500	5155	6579
Deputy Chief Investigator	554	6709	8562
Lieutenant	541	6296	8036

ATTACHMENT C
SHERIFF'S ADMINISTRATION ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Pay Period Beginning July 5, 2020	
		A Step	F Step
Captain	571	7507	9582
Chief District Attorney's Investigator	568	7399	9443
Correctional Lieutenant – Deputy Sheriff	500	5309	6776
Deputy Chief Investigator	554	6910	8819
Lieutenant	541	6485	8277

ATTACHMENT D
SHERIFF'S ADMINISTRATION ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Pay Period Beginning July 4, 2021	
		A Step	F Step
Captain	571	7808	9965
Chief District Attorney's Investigator	568	7695	9821
Correctional Lieutenant – Deputy Sheriff	500	5522	7047
Deputy Chief Investigator	554	7187	9172
Lieutenant	541	6744	8608