

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**COUNTY OF SHASTA**

**AND THE**

**UNITED PUBLIC EMPLOYEES OF CALIFORNIA**

**SHASTA COUNTY GENERAL UNIT**



**January 1, 2023 through December 31, 2024**

## TABLE OF CONTENTS

ARTICLE 1. PARTIES.....	3
ARTICLE 2. AUTHORIZED AGENTS .....	3
ARTICLE 3. RECOGNITION.....	3
ARTICLE 4. TERM.....	4
ARTICLE 5. UNION RIGHTS.....	4
ARTICLE 6. UNION MEMBERSHIP AND PAYROLL DEDUCTION.....	8
ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES .....	9
ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT	10
ARTICLE 9. WAGES.....	11
ARTICLE 10. HOURS OF WORK.....	14
ARTICLE 11. HEALTH AND WELFARE BENEFITS.....	21
ARTICLE 12. RETIREMENT.....	27
ARTICLE 13. PAID LEAVES .....	28
ARTICLE 14. WORK-RELATED EXPENSES .....	35
ARTICLE 15. PROBATIONARY PERIOD .....	36
ARTICLE 16. DISCIPLINARY ACTION.....	37
ARTICLE 17. MISCELLANEOUS PROVISIONS.....	46
ARTICLE 18. GRIEVANCE PROCEDURE.....	47
ARTICLE 19. PEACEFUL PERFORMANCE .....	50
ARTICLE 20. PERSONNEL RULES .....	51
ARTICLE 21. FULL UNDERSTANDING, MODIFICATION, AND WAIVER.....	52
ATTACHMENT A .....	55
ATTACHMENT B .....	62

## **ARTICLE 1. PARTIES**

**1.1** This Agreement is entered into by and between the County of Shasta (hereinafter referred to as “County”) and the United Public Employees of California, Local 792, LIUNA (hereinafter referred to as “General Unit,” “UPEC,” or “Union”).

**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:

County's principal authorized agent shall be:

Director of Support Services  
County of Shasta  
1450 Court Street, Suite 348  
Redding, CA 96001  
Telephone: (530) 225-5515  
FAX#: (530) 225-5345

Union's principal authorized agent shall be:

Business Manager  
United Public Employees of California (UPEC), Local 792  
1800 Park Marina Drive  
Redding, CA 96001  
Telephone: (530) 245-1890  
FAX #: (530) 246-1651

## **ARTICLE 3. RECOGNITION**

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

## **ARTICLE 4. TERM**

### **4.1 TERM**

The term of this Agreement, ratified by the General Unit on October 5, 2023 and approved by the Board of Supervisors on October 17, 2023, is from January 1, 2023 to and inclusive of December 31, 2024, except as otherwise provided. Unless otherwise provided herein or as otherwise already provided in the May 2, 2023 unilateral implementation of terms and conditions (County Resolution No. 2023-038), any changes caused by the approval of this Agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board of Supervisors. During the month of June of the final year of this Agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party, negotiations shall begin no later than ninety (90) days prior to the term of this Agreement or on a later date by mutual agreement.

### **4.2 CONTINUED DISCUSSIONS AND REOPENERS**

- A. The County will provide notice to the Union 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.
- B. Review of Funding Method of Employee Coverage. The parties will continue to explore an alternative method of funding and structure of unit members' health coverage as a subject in the Joint Issues Forum. Such potential methods shall be limited to those which would cause no expansion of total cost of County contributions over the method approved herein.

## **ARTICLE 5. UNION RIGHTS**

### **5.1 RELEASE TIME**

- A. Stewards. The County shall recognize up to twenty (20) employees designated by the Union as Stewards. A County employee who is designated as a Steward shall be provided a reasonable amount of release time for the amount of time necessary to represent an employee in meetings with management. 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. Additionally, Stewards will be provided one (1) hour per month release time for a regularly scheduled Stewards' meeting.
- B. Meet and Confer. In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Union may be represented by not more than five (5) employees on release time unless a greater number is agreed

to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

## **5.2 BULLETIN BOARDS**

In departments of more than fifteen (15) employees represented by the Union which have bulletin board space, the department head shall designate at least one (1) posting space in each non-contiguous location for use by the Union. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Union. Bulletin boards shall be used only to inform employees of the procedure for joining the Union, 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 Union shall, upon request detailing the specific purpose of the contact, be granted the use of general meeting space by each department head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

A department head shall, upon request detailing the specific purpose for the contact and 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 LIMITED ACCESS TO EMPLOYEES THROUGH COUNTY E-MAIL SYSTEM**

The Union may send email to County email addresses of employees it represents in accordance with the following provisions:

- A. The email must be sent from a source outside of the County email system with a static IP address;
- B. The email must be on Union letterhead and otherwise only contain text of not more than 350 kb in length;

- C. The email may not contain attachments, but may include links to information outside of the County email system;
- D. No political communication of any kind may be transmitted by the bargaining unit representative;
- E. The individual sending the email must be identified by name;
- F. Up to three (3) individuals may be authorized to send email upon notification to the Director of Support Services;
- G. The Director of Support Services must be copied on all email;
- H. Email may only notify employees of Union meetings and may direct employees to the Union's web site for other information;
- I. The Union may send up to four (4) emails per calendar month unless otherwise authorized by the Director of Support Services;
- J. Recipients of email may not use work time to respond to Union emails, view Union web sites, or conduct Union business;
- K. Employees may request that email not be sent to them, and the Union shall respect these requests;
- L. After notice to the Union, the County maintains the right to withdraw use of County email, at its sole discretion, for violation of this section. Such action will not be subject to grievance or other appeals process. Employee actions prohibited in subsection J will not be considered reason for implementation of subsection L;
- M. Within five (5) calendar days of notice in subsection L, the Union shall have the right to meet with the Director of Support Services in an attempt to resolve concerns prior to withdrawal of use; and
- N. The Union and employees accept the fact that the County spam filter may direct some email to employees' spam mailboxes, and employees will need to access these mailboxes to view such mail.

## **5.5 NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION**

- A. **New Employee Orientation Access.** The Union will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30)

minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.

1. No more than two (2) representatives may present Union membership information.
2. Management representatives will excuse themselves during the Union portion of the orientation.
3. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.
4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Union provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Union will be provided a written explanation of why the employee could not be released.

**B. Disclosure of Employee Contact Information.**

1. The County will provide the Union a digital file via email to the email address designated by the Union containing the following information to the extent the County has it on file:
  - i. Name.
  - ii. Job title.
  - iii. Department.
  - iv. Work location.
  - v. Work, home and personal cellular telephone numbers.
  - vi. Personal email addresses on file with the County (new hires only).
  - vii. Home address.
2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.

3. An employee may opt out via written request to the County, with a copy to the Union, to direct the County to withhold disclosure of the employee's:
  - i. Home address.
  - ii. Home telephone number.
  - iii. Personal cellular telephone number.
  - iv. Personal email address.
  - v. Birth date.

## **5.6 PERSONNEL REPORTS**

The County will, to the extent practicable, provide, upon request with reasonable advance notice, the Union with the Termination Listing. The County shall provide this report when published.

## **ARTICLE 6. UNION MEMBERSHIP AND PAYROLL DEDUCTION**

### **6.1 PAYROLL DEDUCTION**

The Union shall have regular dues/fees and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Union. The County shall make any such authorized employee deductions based on certification from the Union and provide reports of these transactions to the Union. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

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

### **6.2 FINANCIAL REPORT**

UPEC shall maintain an adequate itemized record of its expenditures and financial transactions, and shall make available annually to the County and to the employees in job classifications within the General Unit, a detailed written financial report thereof in the form of a balance sheet and operating statement. Such financial report shall be made available within sixty (60) days after the end of its fiscal year and shall be certified as to its accuracy by a certified public accountant.

### **6.3 INDEMNIFY AND HOLD HARMLESS**



UPEC fully indemnifies and holds harmless and agrees to defend the County, its officers, agents, and employees acting on behalf of the County against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under provisions of this article.

#### **6.4 ENFORCEMENT/SEVERABILITY**

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

### **ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES**

#### **7.1 RETAINED RIGHTS**

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

- A. To manage and direct its business and personnel;
- B. To manage, control, and determine the mission of its departments, building facilities, and operations;
- C. To create, change, combine, or abolish jobs, policies, departments, and facilities in whole or in part;
- D. To subcontract or discontinue work for economic or operational reasons;
- E. To lay off employees;
- F. To direct the work force;
- G. To increase or decrease the work force and determine the number of employees needed;
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees;
- I. To establish work standards, schedules of operation, and reasonable workloads;
- J. To specify or assign work requirements and require overtime;
- K. To schedule working hours and shifts;

- L. To adopt rules of conduct and penalties for violation thereof;
- M. To determine the type and scope of work to be performed by County employees and the services to be provided;
- N. To classify positions;
- O. To establish initial salaries of new job classifications after notification of the Union;
- P. To determine the methods, processes, means, and places of providing services; and
- Q. To take whatever action necessary to prepare for and operate in an emergency.

## **7.2 EXCEPTION IN AN EMERGENCY**

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

## **7.3 RIGHT OF UNION TO CONFER**

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

# **ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

## **8.1 NON-DISCRIMINATION**

The County and the Union 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 or registered domestic partner 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 Union or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the employee would not have occurred.

## **8.2 AMERICANS WITH DISABILITIES ACT**

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA) and/or under California's Fair Employment Housing Act (FEHA). 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/FEHA 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/FEHA.

The parties recognize that circumstances surrounding ADA/FEHA 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 Union of a proposed accommodation, as it may apply to the working conditions of the General Unit, and shall give the Union an opportunity for input. Actions taken by the County under this article shall not be subject to the grievance procedure.

## **ARTICLE 9. WAGES**

### **9.1 GENERAL WAGES**

- A. Salaries for job classifications in this unit are as shown in Attachment A, including the salary increase already provided for in the May 2, 2023 unilateral implementation of terms and conditions (County Resolution No. 2023-038) with general increases as follows:

- (1) Effective the pay period beginning December 17, 2023, the County shall provide a two and a half percent (2.5%) increase to base salary, shown in Attachment B.

### **9.2 SALARY ADJUSTMENT**

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

### 9.3 WORK ABOVE CLASSIFICATION

- A. Qualification Period. When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:
- (1) Be assigned in writing by the department head with the approval of the Personnel Unit;
  - (2) Be assigned for other than training purposes;
  - (3) Perform the full regular duties of the higher position;
  - (4) Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. Holidays shall be treated like weekends or comparable regularly scheduled days off.
    - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
    - b. Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.
  - (5) Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a semiannual basis.
- B. Payment for Hours Worked. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
- C. Same or Lower Level Duties. If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, he/she shall continue to receive his/her regularly established rate.
- D. Maximum Period. Working in a vacant higher level position for which there is no incumbent, may not normally exceed a six (6) month period. However, the Director of Support Services may approve an additional period on a case-by-case basis.
- E. Vacant Higher Level Position. A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick, or other forms of leave.

#### **9.4 PREMIUM PAY**

- A. An employee in the Public Safety Service Officer or Senior Sheriffs Service Officer job classification, when assigned the duties of the Training Officer and during actual hours with the trainee, shall receive an additional fifty-eight cents (\$.58) per hour.
- B. An employee in the job classification of Vocational Instructor III who is assigned the duties of a job coach will be paid an additional seven and one-half percent (7.5%) of base salary when such duties are actually performed.
- C. Employees in the job classifications of Employment Services Instructor I/II/III may have their salaries adjusted by the Director of Social Services to conform with Federal requirements when incumbent performs janitorial services and ground maintenance duties.
- D. Pursuant to Title 2 of the California Code of Regulations, Sections 571 and 571.1, the job classifications of Public Safety Service Officer, Senior Sheriffs Service Officer, Agency Staff Services Analyst I/II, and Probation Assistant who are routinely and consistently assigned to adult detention areas/facilities, and therefore where criminally charged persons are confined, shall receive an additional three dollars (\$3) per hour to base wages. To the extent that CalPERS determines this pay is not pensionable compensation, the parties agree to meet and confer regarding this specialty assignment pay.
- E. An unit employee within the Probation Department who is trained, assigned, and performing certified CPR classes for the County shall receive an additional five percent (5%) of base wages on an hour for hour basis when actually involved in training others.

#### **9.5 SHIFT DIFFERENTIAL**

- A. Unless covered by 10.2.B or 10.2.C, employees who are regularly assigned to the second shift (swing) shall receive, in addition to their base pay, an additional seventy-five cents (\$0.75) per hour shift differential premium. To be eligible for swing shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- B. Unless covered by 10.2.B or 10.2.C, employees who are regularly assigned to the third shift (graveyard) shall receive, in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty percent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or prior to 9:00 a.m. Regularly assigned shift means the

shift an employee is normally assigned to, excluding overtime hours or additional shifts.

- C. Senior Sheriff's Service Officers and Public Safety Service Officers who are regularly assigned to a twelve (12) hour shift that includes the hours between midnight and 8:00 a.m. shall receive seventy-five cents (\$0.75) per hour for each hour of the shift. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- D. Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

## **9.6 LONGEVITY PAY**

- A. Employees with at least ten (10) years of continuous service with Shasta County and who have achieved an overall performance rating of meets or exceeds standards on their most recent performance evaluation are eligible to receive an additional three percent (3%) of base pay. To remain eligible, employees must maintain an overall rating of meets or exceeds standards on their annual performance evaluation.

## **ARTICLE 10. HOURS OF WORK**

### **10.1 WORK PERIODS AND HOURS OF WORK**

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

### **10.2 ALTERNATE WORK SCHEDULES**

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

B. Twelve (12) hour shifts at Mental Health: The HHSA Director or Director of Mental Health Services may establish a twelve (12) hour shift under the following conditions:

- (1) Shifts will be assigned by Mental Health'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 twelve (12) hour shift schedule. Employees will be provided holiday pay in accordance with the provisions of Section 13.1 below.
- (2) Any return to the standard 5-8 schedule shall remain at the discretion of Mental Health's management and may be implemented upon a minimum of fourteen (14) days prior notice to the employee and Union or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.
- (3) Mental Health staff who are regularly assigned by the Mental Health Director, or designee, to a twelve (12) hour shift that includes the hours between midnight and 6:00 a.m., shall receive seventy-five cents (\$0.75) per hour for each hour of the shift. Nursing staff (LVN and LPT) who are regularly assigned to a twelve (12) hour shift that includes the hours between midnight and 6:00 a.m. shall receive three dollars (\$3.00) per hour for each hour of the shift. Regularly assigned shift means the shift an employee is normally assigned to excluding overtime hours or additional shifts. Such differential is considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

C. Twelve (12) hour shifts at the Jail: The County agrees to a twelve (12) hour shift schedule in the Jail for Senior Sheriff's Safety Service Officers and Public Safety Service Officers.

- (1) Shifts will be assigned by the Sheriff's Office 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 twelve (12) hour shift schedule. Employees will be provided holiday pay in accordance with the provisions of Section 13.1 below.
- (2) Any return to the standard 5-8 schedule shall remain at the discretion of the Sheriff's management and may be implemented upon a minimum of fourteen (14) days prior notice to the Union or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.

- (3) Shift Differential shall be paid at seventy-five cents (\$0.75) per hour for each regularly assigned shift that includes the hours between midnight and 6:00 a.m. Regularly assigned shift means the shift to which an employee is normally assigned, excluding overtime hours or additional shifts. Such differential is considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

D. Flexible Work Hours Plan. The County and the Union have agreed that the “Flexible Work Hours Plan” (see Personnel Rules for details of the Plan) is an alternative work schedule. By the process described in subsection E below, this plan allows an employee to voluntarily set a flex schedule each week, with their supervisor’s approval. The schedule provides for working forty (40) hours in a week, but provides time for personal or medical appointments, to participate in children’s school activities, or for other reasons that would not normally be available in a regular five (5) days per week, eight (8) hours per day schedule unless the employee utilized leave balances.

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

- (1) An alternate schedule shall be established and approved in writing by the department head and the County Executive Officer (CEO) with notice to the Personnel Unit and the Union.
- (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 and the Union with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change. If requested, a meeting between the department head and the employee(s) and/or Union representative will be held to discuss the change prior to the end of the fourteen (14) day notice period. The final decision shall remain with the department head.
- (3) During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule. Employees will be provided holiday pay in accordance with the provisions of Section 13.1 below..
- (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 hours sick leave for that day.



### **10.3 JOB SHARING**

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees with oversight and approval of the supervisor. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
- (1) A job sharing arrangement shall be established if approved in writing by the department head and the CEO, with notice to the Personnel Unit and the Union.
  - (2) The department head shall provide an employee with 14 days advance notice in the event an employee who is job sharing is to revert to a standard full-time work schedule permanently, or at least 24 hours advance notice in the event of a temporary or emergency change.
  - (3) The accrual of leave balances, such as vacation, sick leave, and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

### **10.4 REST PERIODS**

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four (4) hours or longer. Employees working on an alternative work schedule of twelve (12) hour shifts, when practical, shall be granted one fifteen (15) minute paid rest period during each four (4) hours of the shift. Unless otherwise approved by the department head or his/her designee, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

### **10.5 MEAL PERIODS**

An unpaid meal period of at least one-half (1/2) hour and up to one (1) hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after four hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted or required.

## 10.6 OVERTIME

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

- A. Work beyond the assigned work period described 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 (15) minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.
- B. Except as indicated in subsection C below, all eligible employees shall be entitled to overtime compensation at a rate of one and one-half (1-1/2) times each hour worked in excess of forty (40) hours in a seven (7) day work period.
  - (1) As an exception to subsection 10.1, an employee with an occasional assignment outside of regular work hours, with the prior approval of their supervisor, may request to work a flexible schedule of forty (40) hours in seven (7) calendar days, Sunday through Saturday.
  - (2) When in the opinion of a supervisor, it would be in the best interest of the County and the employee, the supervisor may request an employee flex their hours for the purpose of fulfilling an occasional assignment outside of their regular duty hours. A supervisor shall not make such a request for the sole purpose of avoiding payment of overtime nor shall an employee be obligated to agree to the request.
- C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation, or holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job-related injury or illness will be considered as hours worked for purposes of overtime compensation.
- D. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The department head, or his/her designee, shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head, or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty hours at time and one-half). The department head may, upon the request of an employee, and with the concurrence of the Director of Support Services, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

- E. Accumulated compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
- F. Upon separation from County employment or transfer to a management job classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.
- G. Unless otherwise specified, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 a.m.) and each workday shall be begin daily at midnight (12:01 a.m.).

## **10.7 STANDBY**

- A. A department head may assign employees to standby. General Unit employees assigned standby shall be compensated at a rate of three dollars (\$3.00) per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.
- B. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:
  - (1) Review the projected standby assignment schedule within the deadlines established by the applicable department;
  - (2) Carry a County-provided cellular phone during standby assignment;
  - (3) Contact the department/dispatch and respond to the callback location within the time period established by the department head;
  - (4) Respond to call backs during scheduled standby time unless he/she has notified the department of the name of another qualified employee who will respond;
  - (5) Refrain from activities that impair his/her ability to perform assigned duties;
  - (6) Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
  - (7) Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
  - (8) Accept the applicable standby pay as referred to in subsection A as full consideration for any inconvenience the standby assignment may pose.

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

#### **10.8 CALLBACK FROM STANDBY**

- A. Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to the worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.
- 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. Only hours worked outside regular work hours will be compensated at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary.

#### **10.9 CALLBACK WHILE NOT ON STANDBY**

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

#### **10.10 CALLBACK FROM VACATION**

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

#### **10.11 RELEASE FROM DUTY**

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

## **ARTICLE 11. HEALTH AND WELFARE BENEFITS**

### **11.1 MEDICAL PLAN**

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

### **11.2 DENTAL PLAN**

The County will provide a dental plan for all regular full-time and regular part-time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by the carrier. Beginning in June 2023 for premiums applied to July 2023, the County will adjust its monthly contributions for the 2 Party plan to \$56.47 and for the Family plan to \$74.81. Going forward, the County will adjust its monthly contribution to the Employee Only, 2 Party, and Family dental premiums by up to five dollars (\$5.00) annually effective with the first pay period which includes January 1<sup>st</sup> each year, should the Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

### **11.3 BENEFIT AND CONTRIBUTION WAITING PERIOD**

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

### **11.4 CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS**

The County maximum health contributions to the CalPERS-approved medical insurance and the County maximum dental contributions during the term of this agreement as provided in this Article are available online at:

<https://www.shastacounty.gov/personnel/page/medical-rates>

- A. Beginning in December 2021 for premiums applied to January 2022, the County will calculate its contributions based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold. The County contribution includes the PEMHCA minimum contribution. The employee is responsible for any medical premium costs exceeding the County contribution amount.

- B. Beginning in December 2022 for premiums applied to January 2023 coverage the County will calculate the difference in costs between the previous year's total medical premium costs and the current year's total medical premium costs for Employee Only, Employee Plus One and Employee Plus Family categories based upon PERS Gold. The County and the employee will split the difference in costs (50%/50%), whether an increase or decrease, and apply that toward their respective employer contribution and employee contribution amounts for all health plans from the previous year to determine the current year's contribution, up to a \$0 contribution. The County contribution includes the PEMHCA minimum contribution.
- C. Beginning with the payment of health premiums in the first month not already prepaid by the employee following approval of the Board of Supervisors of this agreement, the County will calculate its contribution based upon ninety-five percent (95%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee plus one and Employee plus family medical premium cost categories of PERS Gold. The County contribution includes the PEMHCA minimum contribution. The employee will pay that portion of the premium not contributed by the County.
- D. Beginning in December 2024 for premiums applied to January 2025 and in each subsequent year thereafter, the employee contribution percentage of the annual PERS Gold baseline premium for Employee Only will increase by 2% annually until such time as the Employee Only contribution reaches a 90% employer contribution / 10% employee contribution split of the annual PERS Gold health insurance contribution. The County contribution includes the PEMHCA minimum contribution. The employee is responsible for any medical premium costs exceeding the County contribution amount.
- E. Beginning in December 2024 for premiums applied to January 2025 and in each subsequent year thereafter, the employee contribution percentage of the annual PERS Gold baseline premium for Employee + 1 and Employee + Family will increase by 2% annually until such time as the Employee + 1 and Employee + Family contributions reaches an 80% employer contribution / 20% employee contribution split of the annual PERS Gold health insurance contribution. The County contribution includes the PEMHCA minimum contribution. The employee is responsible for any medical premium costs exceeding the County contribution amount.
- a. The County shall continue to contribute an amount equal to at least four percent (4%) gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability.
- F. For covered employees hired prior to January 1, 2018 who retire from active County service and have not elected to be covered under Article 11.14; the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The County will reimburse the retiree the agreed County's contribution amount as determined in this Article for current employees for coverage in which the retiree 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.

G. 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:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

H. 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 Union agree to reopen Article 11 – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Union, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.

#### **11.5 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.

#### **11.6 EMPLOYEES' CONTRIBUTION TO RETIREE/ADMIN FEE.**

- A. Except as otherwise provided in this article, the retiree/administrative fee shall be paid by the County.

#### **11.7 ELIGIBILITY FOR RETIREE HEALTH BENEFITS.**

Unless otherwise required by the medical provider's contract or modified through negotiations, the County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten (10) percent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.

#### **11.8 VISION PLAN**

The County will provide a vision plan for all regular full-time employees and regular part-time employees using the California Vision Services 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.

#### **11.9 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

- A. The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 Accidental Death and Dismemberment Insurance (AD&D) insurance policy for each employee in the General Unit.
- B. Unit employees may purchase additional insurance in an amount up to three times their annual salary (up to a maximum of \$300,000) at the employee's own expense.

#### **11.10 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.



### **11.11 COUNTY CONTRIBUTIONS WHILE ON LEAVE**

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

### **11.12 EMPLOYEE ASSISTANCE PROGRAM**

The County shall continue to provide an Employee Assistance Program and Policy during this contract period.

### **11.13 IRS SECTION 125 BENEFIT PLAN**

- A. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees' medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and subsequent updates. The Vendor may charge an administrative fee for the flexible spending accounts which will be disclosed to employees before he/she completes the annual sign up. The County will not change the benefits or providers of this plan without first seeking input from the Union.
- 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.

#### **11.14 401(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 11.4.F, 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 11.4.F. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.F, 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 11.4.F 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 12. RETIREMENT**

### **12.1 CalPERS MISCELLANEOUS EMPLOYEES**

The County shall continue all eligible miscellaneous employees (hired prior to May 8, 2011) under CalPERS the 2% @ age 55 service retirement formula. The County shall pay the full share of the employer contributions associated with this formula as determined by CalPERS.

The County amended its contract with CalPERS effective May 8, 2011 so that all newly hired employees between that date and January 1, 2013 are enrolled in the 2% @ age 60 service retirement formula. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2% @ age 62 formula or the 2% @ age 60 formula as determined by CalPERS in compliance with California state law.

### **12.2 CalPERS MISCELLANEOUS EMPLOYEES - EMPLOYEE CONTRIBUTIONS**

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

- A. Employee Contribution. All employees pay the full employee share (100%) of CalPERS pension contributions.
  1. Effective the pay period following such time that the CalPERS retirement contract can be amended pursuant to Government Code section 20516(a), unit employees

will pay an additional 1% of reportable compensation towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction on a pre-tax basis.

The County agrees to continue to apply 4% of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability and, in addition, agrees to apply its savings from the unit members additional 1% toward the Employer Contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability. Effective with the pay period beginning January 2, 2022, the County agrees to increase its contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability to 5% of gross salaries.

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

### **12.3 DETERMINATION OF FINAL COMPENSATION**

For employees hired before May 8, 2011, County's CalPERS miscellaneous contract provided employees with the "single highest year" retirement formula. The County amended its contract with CalPERS on May 8, 2011; final compensation for employees hired after that date are based upon the "average of the employee's highest three years" of CalPERS enrollment.

## **ARTICLE 13. PAID LEAVES**

### **13.1 HOLIDAYS**

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

- (1) January 1st, New Year's Day;
- (2) The third Monday in January, Martin Luther King, Jr. Day;
- (3) February 12th, Lincoln's Birthday;
- (4) The third Monday in February, Presidents' Day;
- (5) The last Monday in May, Memorial Day;
- (6) July 4th, Independence Day;

- (7) The first Monday in September, Labor Day;
- (8) November 11th, Veterans Day;
- (9) The fourth Thursday in November, Thanksgiving Day;
- (10) The day following Thanksgiving Day;
- (11) December 24th; and
- (12) December 25th.

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

C. Floating Holiday Hours.

- (1) With Department Head or his/her designee approval, an employee may elect to use one full workday per calendar year of non-worked floating holiday pay based on the employee's current regular shift hours on the workday taken up to twelve (12) hours. The floating holiday must be used within the calendar year provided, does not carry over into the next calendar year, and has no cash value and cannot be cashed out. The floating holiday may not be broken into increments and must be used in the same manner as regular non-worked holiday pay (as a single workday). Regular part-time employees will be eligible for Floating Holiday on a pro-rata portion of their regularly scheduled hours.

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

E. 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; and

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

F. Work On An Official Holiday.

- (1) A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in section 13.1.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 up to a maximum of his/her regularly scheduled shift up to a maximum of 12 hours as full compensation for the official holiday. At employee's choice, the time and one-half (1/2) portion may be taken in pay or as Compensatory Time Off subject to the provisions of this article.
- (2) A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift up to a maximum of 12 hours if the majority of hours worked (fifty percent or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

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

H. Holiday Compensation.

- (1) Those employees working a five (5) day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
- (2) Those employees not working a five (5) day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
- (3) Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were 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 Director of Support Services, extend the limit on accrued holiday time.

- (4) An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

### **13.2 SICK LEAVE**

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.
- B. **Usage.** Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. Employees may utilize paid sick leave as it is accrued.
- 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.

### **13.3 SICK LEAVE RETENTION INCENTIVE PAYMENT**

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

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

#### **13.4 SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF**

At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in section 13.3. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

#### **13.5 SICK LEAVE - CalPERS SERVICE CREDIT CONVERSION**

The County's CalPERS contract allows miscellaneous employees to convert some or all of his/her accumulated, but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in the above section shall not be available for such conversion.

#### **13.6 BEREAVEMENT LEAVE**

- A. All employees are entitled up to five (5) workdays of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code section 12945.7. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay up to a maximum of twenty-four (24) working hours for each death in the immediate family. Any remaining bereavement leave time up to the maximum total of five (5) work days per immediate family death will be unpaid unless an employee at their own option chooses to use any available accrued paid leave (e.g., sick leave, vacation, compensatory time off).
- B. Bereavement leave need not be taken in consecutive days but must be used up within three months of the date of death of the immediate family member.
- C. The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.
- D. Immediate family member means: husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, brother-in-law, sister-in-law, grandparent, grandchild, step parent, step child, step sister, step brother, step grandparent, or step grandchild, and other such persons as may be identified in California Government Code



12945.7 concerning bereavement leave. Immediate family includes the immediate family of the spouse or registered domestic partner as well as foster parent, foster child, foster grandparent, foster grandchild, foster brother and foster sister

### **13.7 JURY DUTY**

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

### **13.8 ELECTIONS VOLUNTEER DUTY**

- A. With department head approval, a County employee who qualifies as a volunteer, who volunteers and is accepted to work on a County-run election, and who works for the entire Election Day, shall be released from his/her normal duty without loss of pay and benefits.
- B. As a volunteer, the employee is not eligible for overtime for such election work. The employee may; however, accept normal payment made to non-County employee election workers.

### **13.9 VACATION**

- A. Accrual. Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of 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 three (3) 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 Services	Vacation Hours Accrued per Hour Paid	Equivalent Days per Year	Maximum Hours Accrued
0 through 3	.0385	10	160

Years of Continuous Services	Vacation Hours Accrued per Hour Paid	Equivalent Days per Year	Maximum Hours Accrued
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 (1) 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 may be extended by the appointing authority according to standards in the Personnel Rules.
- (3) All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.
- (4) Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

#### C. Payment for Vacation

- (1) Upon Separation. Any employee separating from County employment shall be paid off for any accrued but unused vacation. Any employee who is granted military leave of absence, other than temporary military leave for a period not exceeding six (6) months, shall be paid off for any accrued but unused vacation upon the written request from employee.
- (2) Annual Payment. An employee may elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave or compensatory time so long as the following criteria are satisfied:
  - Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Beginning in 2023 for the 2024 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to eighty (80) hours – in five (5) whole hour increments - of accrued vacation leave or compensatory time so long as the following criteria are satisfied.

Where an employee has properly elected an intent to cash out accrued vacation, 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 cashout 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. 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, 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/her paid vacation, except as may be authorized by the appointing authority.

## **ARTICLE 14. WORK-RELATED EXPENSES**

### **14.1 PUBLIC SAFETY SERVICE OFFICERS – UNIFORMS**

The following clothing and equipment shall be provided and replaced as needed to Public Safety Service Officers and Senior Sheriff's Service Officers required by the Department Head to wear

uniforms: 1 blazer, 1 vest, 3 short sleeved shirts, 1 long sleeved shirt, 3 pairs of pants or 3 skirts (optional), 2 ties, 1 name tag, and other law enforcement equipment or uniforms as the Department Head deems necessary. Those items of clothing and equipment not deemed needed by the employee will not be issued. Replacement shall be limited to those articles found by the Department Head to be no longer serviceable by reason of use in the line of duty.

#### **14.2 PUBLIC SAFETY SERVICE OFFICERS - NEW HIRES**

The following clothing and equipment shall be initially provided to General Unit employees required by the Sheriff to wear uniforms: 1 blazer, 1 vest, 3 short sleeved shirts, 3 trousers (or skirts), 2 ties, 1 long sleeved shirt, plus other law enforcement equipment or uniforms as the Department Head deems necessary. Those items of clothing and equipment not deemed needed by the employee will not be issued. Replacement shall be limited to those articles found by the Department Head to be no longer serviceable by reason of use in the line of duty.

#### **14.3 ANIMAL REGULATION OFFICERS – UNIFORMS**

The following clothing and equipment shall be provided and replaced as needed to Animal Regulation Officers required by the Sheriff to wear uniforms: 1 duty jacket, 1 rain coat (and rain pants), 3 short sleeved shirts, 3 trousers, 2 ties, 1 dress belt, 3 long sleeved shirts, and other law enforcement equipment or uniforms as the Sheriff deems necessary. Those items of clothing and equipment not deemed needed by the employee will not be issued. Replacement shall be limited to those articles found by the Sheriff to be no longer serviceable by reason of use in the line of duty.

#### **14.4 COUNTY PROPERTY**

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

#### **14.5 REIMBURSEMENT MEALS AND TRAVEL EXPENSES**

Refer to the Personnel Rules, “Travel and Other Expenses – County Charges,” for the complete policy on meal and travel reimbursement.

### **ARTICLE 15. PROBATIONARY PERIOD**

#### **15.1 INITIAL PROBATION**

Upon initial appointment, all General Unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal. While on initial probation, an employee may not promote to another job classification (except in an unusual circumstance after approval by the Director of Support Services).

## **15.2 PROMOTIONAL PROBATION**

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

A General Unit employee whose promotion under this section is to a job classification under a different appointing authority will be provided written notice that they may not have the ability to return to the prior position held if released during their probationary period. An employee on this type of probationary period shall receive a six-month performance review.

## **15.3 PROBATION ON TRANSFER OR DEMOTION**

For good cause shown, a department head may require a twelve (12) month probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal. An employee on this type of probationary period shall receive a six (6) month performance review.

## **15.4 EXTENSION OF PROBATIONARY PERIODS**

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

## **15.5 REJECTION FROM PROBATION**

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

# **ARTICLE 16. DISCIPLINARY ACTION**

## **16.1 GENERAL**

The tenure and status of every employee covered by this Agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action.

The procedures set forth in this article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary

appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the 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.

## **16.2 BASIS FOR DISCIPLINARY ACTION**

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

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

### **16.3 BASIS FOR OTHER TERMINATION FOR CAUSE**

- A. Medical Inability. An employee 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. Abandonment. 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 (not disciplinary in nature), shall have the availability of subsections 16.5.A., B., and the introductory paragraph of C. only.

## **16.4 TYPES OF DISCIPLINE**

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

- A. **Written Reprimand.** A reprimand, the details of which are committed to in 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 ten (10) working days, appeal such action to the department head, or his/her designee. Within ten (10) 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.
- B. **Intermediate Disciplinary Action.** Suspension without pay, demotion, or reduction in base pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee receiving a suspension without pay, reduction in base pay, or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of section 16.5 A and B below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts and the employee's response pursuant to section 16.5 C below. 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 ten (10) working days following receipt of the management representative's decision; further appeal shall include: Review by the Director of Support Services, or his/her designee, referral to a Mediator from State Mediation and Conciliation Service if mutually agreed by the County and the employee's representative; and/or appeal of the matter pursuant to Section 16.5 D below, or direct appeal to the Board of Employee Appeals.

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

## **16.5 APPEAL PROCEDURES**

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



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

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

No notice shall be served upon an employee unless first reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 6 above.

B. Employee's Response

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

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

(1) This statement shall clearly inform the employee that, within ten (10) working days after receipt of this notice, the Union, on the employee's behalf, may request in writing an appeal in the manner set forth in section D below for Intermediate Disciplinary Action, or Section E below for Severe Disciplinary Action – Discharge, or the employee may request in writing an appeal directly to the Board of Employee Appeals pursuant to the Personnel Rules, to contest the action of the management representative. The request must be filed with the Director of Support Services.

(2) If, within the initial ten (10) working day appeal period no appeal is filed with the Director of Support Services, the action of management representative shall be considered conclusive.

D. Appeal of Intermediate Disciplinary Action. The Union, on behalf of employees who are disciplined with a suspension without pay, demotion, or reduction in base pay may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals. If, within the ten (10) working day appeal period, the Union, 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 Union. The appeal must be filed by the Union 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 (currently, California Hearing Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Union.

(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 Union, and the employee.
- (6) Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Union 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 16.5(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:
  - i. 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 Union.

- ii. 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:

- i. Adopt the proposed decision in its entirety.
- ii. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- iii. 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.
- iv. 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. If, within the ten (10) working day appeal period, the employee, through the Union, files notice of appeal of discharge, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Union may jointly agree to schedule the matter for review by the Director of Support Services and/or mediation with a Mediator from the

State Mediation and Conciliation Service (or another jointly agreed upon source). Such review and/or mediation would be scheduled prior to a hearing before the Arbitrator with the goal of resolving the issue prior to the formal hearing before the Arbitrator.

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

- (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 Union, and the County.

## **16.6 SUMMARY SUSPENSION**

Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made 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 omission of improper employee conduct. This section also applies to employees in the classes of Employment Services Instructor I-II pursuant to the footnote in Article 20 of this Agreement. If a disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

## **16.7 RIGHT TO REPRESENTATION**

An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Union, an employee representative, or an attorney retained by the employee at the employee's expense. Pursuant to California Government Code section 3502, employees shall have the right to represent themselves individually in their employment relationship with the County. Individual employees shall have the right to present discipline appeals to the County and to have such appeals heard without representation by the Union up to the Board of Employee Appeals as provided by this Agreement.

# **ARTICLE 17. MISCELLANEOUS PROVISIONS**

## **17.1 CONTRACTING OUT**

When the County elects to contract out work which is regularly performed by General 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 UPEC to afford an opportunity for prompt and timely discussion of the decision's impact on General Unit employees.

## **17.2 WORK REASSIGNMENTS/LAYOFF PERIOD**

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

## **17.3 JOINT ISSUES FORUM**

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

#### **17.4 REEMPLOYMENT AFTER LAYOFF**

Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County position within three (3) months of layoff will not lose County seniority for purposes of layoff, vacation accrual, CalPERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

#### **17.5 ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY**

County has implemented an Alcohol Free and Drug Free policy applicable to County departments as well as one in the Sheriff's Office which augments the normal County policy with regard to those subjects. Both programs have been recently updated. With respect to those employees represented by UPEC, 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 UPEC. A copy of the policy is available from the Sheriff's Office. Nothing in this section shall make the operation of such policy "grievable" under Article 18.

#### **17.6 SAFETY REPORTING**

The Shasta County Injury Illness Prevention Program Policy (IIPP) (available on the Support Services / Risk Management Intranet web site for reference) states that County employees are responsible for ensuring their own safety and the safety of others by: Bringing to the supervisor's attention any activity, behavior, or unsafe condition which would cause injury or illness to others or damage property. The Union and the County agree that as an alternative to the supervisor, the employee may fulfill his/her responsibility by immediately bringing such matters to the attention of the Department Safety Coordinator (described as the Department Safety Representative in the IIPP).

### **ARTICLE 18. GRIEVANCE PROCEDURE**

#### **18.1 DEFINITIONS**

- A. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one of the policies listed in Article 20, Personnel Rules, which adversely affects the grievant.

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

- B. Grievant. A grievant is an employee covered by the Agreement who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

## **18.2 INFORMAL RESOLUTION**

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

## **18.3 FORMAL PROCESS**

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



instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Union may jointly agree to schedule the matter for mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing before the Grievance Board.

#### **18.4 GRIEVANCE BOARD**

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

#### **18.5 GENERAL PROVISIONS**

- A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
- B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.
- C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or department head may consult with the Director of Support Services.
- E. Time limits and formal steps may be waived by mutual written consent of the parties.
- F. Proof of service shall be accomplished by certified mail or personal service.

- G. The County Personnel Unit 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 Unit.

## **18.6 COMPLAINT PROCEDURE**

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

## **ARTICLE 19. PEACEFUL PERFORMANCE**

### **19.1 NO STRIKES OR LOCKOUTS**

- A. During the term of this Agreement, neither the Union 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 Union'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 Union, 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 Union shall immediately make every reasonable effort to terminate such conduct. If the Union 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 Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

## **19.2 DISCIPLINE**

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

## **19.3 REMEDIES FOR BREACH**

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if section 19.1 of this article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such section is subject to such procedures.

## **ARTICLE 20. PERSONNEL RULES**

### **20.1 ADDITIONAL POLICIES IN PERSONNEL RULES**

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

### **20.2 AMENDMENTS TO PERSONNEL RULES**

If during the term of this Agreement the County desires to amend the provisions of the Personnel Rules, listed in section 20.3, the County shall give notice to the Union and provide an opportunity to meet and confer on any proposed substantive changes. Should the Union 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 Union shall meet and confer in a timely manner. If an agreement is not reached, the County reserves the right to unilaterally implement in accordance with the law.

### **20.3 APPLICABLE PROVISIONS**

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

- A. Voluntary Time Off Without Pay;
- B. Leaves of Absence;
- C. Drug/Alcohol Testing Policy;
- D. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates;

- E. Layoff Provisions<sup>1</sup>;
- F. Vehicle Operations Policy;
- G. Travel and Reimbursement Policy; and
- H. Employee Assistance Policy.

## **20.4 LIMITED GRIEVABILITY**

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

# **ARTICLE 21. FULL UNDERSTANDING, MODIFICATION, AND WAIVER**

## **21.1 FULL UNDERSTANDING**

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

## **21.2 NO INTERIM BARGAINING**

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

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<sup>1</sup> The Parties agree that in return for the County granting “regular” status to employees in the Classifications of Employment Services Instructors I-II who were previously “at-will” employees, Personnel Rules Section 17.13 is hereby modified to include that the minimum Notice of Layoff provided to the above-cited classes will be seven (7) days. Additionally, with regards to any disciplinary termination action, Summary Suspension shall take affect no later than seven (7) days after service of the Skelly Notice.

respect to any other matters within the scope of representation during the term of this Agreement.

### **21.3 MODIFICATION**

- A. Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the 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 Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

### **21.4 WAIVER**

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

### **21.5 SUPERSESSSION**

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

### **21.6 SAVINGS PROVISION**

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

FOR THE COUNTY OF SHASTA:

FOR UNITED PUBLIC EMPLOYEES OF  
CALIFORNIA:

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Gage Dungy  
Chief Negotiator

---

Ron Copeland  
Chief Negotiator

---

Monica Fugitt  
Director of Support Services

---

Steve Allen  
UPEC Business Manager

---

Brittany Murphy  
Team Member

---

Twyla Carpenter  
Team Member

---

Kristen Racki  
Team Member

---

Jamie Butcher  
Team Member

---

Jade Creager  
Team Member

---

Ian Hill  
Team Member

---

Date

**ATTACHMENT A**  
**UPEC GENERAL BARGAINING UNIT SALARY FOR MOU TERM**

Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
ACCOUNT CLERK I	379	2899	3700
ACCOUNT CLERK II	397	3165	4039
ACCOUNT CLERK III	422	3576	4564
ACCOUNTANT AUDITOR I	454	4180	5335
ACCOUNTANT AUDITOR II	484	4839	6177
ACCOUNTANT AUDITOR III	504	5335	6810
ACCOUNTING TECHNICIAN	441	3923	5007
ADMIN SECRETARY I	414	3439	4390
ADMIN SECRETARY II	425	3628	4631
AGENCY STAFF SERVS ANALYST I	456	4221	5387
AGENCY STAFF SERVS ANALYST II	476	4654	5940
AGRIC & STDS PROGRAM ASSIST I	381	2927	3736
AGRIC & STDS PROGRAM ASSIST II	391	3074	3923
AGRIC & STDS PROGRAM ASSOC I	420	3541	4519
AGRIC & STDS PROGRAM ASSOC II	430	3719	4746
ANIMAL REGULATION OFFICER I	393	3104	3961
ANIMAL REGULATION OFFICER II	413	3422	4368
ANIMAL REGULATION OFFICER III	428	3682	4699
ASSESSOR/RECORDER SPEC I	379	2899	3700
ASSESSOR/RECORDER SPEC II	394	3119	3981
ASSESSOR/RECORDER SPEC III	412	3405	4347
ASSIST HOUSING PROGRAMS SPEC	381	2927	3736
ASSIST INFO TECHNOLOGY ANALYST	462	4347	5548
ASSISTANT PERMIT SPECIALIST	414	3439	4390
ASSOCIATE INFO TECH ANALYST	502	5283	6744
ASSOCIATE PERMIT SPECIALIST	444	3981	5081
AUDITOR-ACCT ASSOCIATE I	473	4586	5853
AUDITOR-ACCT ASSOCIATE II	494	5081	6485
AUDITOR-ACCT ASSOCIATE III	514	5602	7150
AUDITOR-ACCT SENIOR	534	6177	7883
AUDITOR-ACCT TECHNICIAN I	433	3773	4815

Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
AUDITOR-ACCT TECHNICIAN II	453	4160	5309
BOATING SAFETY OFFICER	425	3628	4631
BUILDING INSPECTOR I	452	4140	5283
BUILDING INSPECTOR II	482	4792	6116
BUILDING INSPECTOR III	539	6328	8078
BUSINESS OFFICE CLERK I	379	2899	3700
BUSINESS OFFICE CLERK II	394	3119	3981
CHILD SUPPORT SPECIALIST I	409	3356	4283
CHILD SUPPORT SPECIALIST II	434	3791	4839
CHILD SUPPORT SPECIALIST III	444	3981	5081
CHILD SUPPORT SPECIALIST IV	459	4283	5466
CLAIMS SPECIALIST I	384	2971	3791
CLAIMS SPECIALIST II	409	3356	4283
CLAIMS SPECIALIST III	419	3524	4497
CLERK I	379	2899	3700
CLERK II	390	3059	3904
CLERK III	403	3259	4160
CLERK/ELECTIONS SPECIALIST I	379	2899	3700
CLERK/ELECTIONS SPECIALIST II	399	3196	4079
CLERK/ELECTIONS SPECIALIST III	419	3524	4497
CODE ENFORCEMENT OFFICER I	452	4140	5283
CODE ENFORCEMENT OFFICER II	482	4792	6116
CODE ENFORCEMENT OFFICER III	539	6328	8078
COLLECTIONS CLERK I	381	2927	3736
COLLECTIONS CLERK II	404	3275	4180
COLLECTIONS CLERK III	414	3439	4390
COMMUNITY EDUCATION SPECIAL I	472	4564	5825
COMMUNITY EDUCATION SPECIAL II	488	4934	6298
COMMUNITY HEALTH ADVOCATE	391	3074	3923
COMMUNITY MENTAL HEALTH WORKER	379	2899	3700
COMMUNITY ORGANIZER	422	3576	4564
COMMUNITY SERVICE OFFICER I	410	3373	4305
COMMUNITY SERVICE OFFICER II	426	3647	4654
COMMUNITY SERVICE OFFICER III	436	3829	4887



Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
COMMUNITY SERVICES COORDINATOR	448	4059	5181
COUNTY FAIR BUSINESS ASSISTANT	437	3847	4910
CRIME ANALYST	459	4283	5466
DATA ENTRY OPERATOR I	379	2899	3700
DATA ENTRY OPERATOR II	402	3243	4140
DATA ENTRY OPERATOR III	415	3455	4410
DEPUTY PUBLIC GUARDIAN	458	4263	5440
DISEASE INVESTIGATION SPEC I	472	4564	5825
DISEASE INVESTIGATION SPEC II	488	4934	6298
DRIVER	379	2899	3700
ELECTIONS TECHNICIAN	432	3755	4792
ELIGIBILITY WORKER I	400	3212	4100
ELIGIBILITY WORKER II	425	3628	4631
ELIGIBILITY WORKER III	435	3810	4863
EMPLOYMENT & TRNG WORKER I	411	3389	4325
EMPLOYMENT & TRNG WORKER II	435	3810	4863
EMPLOYMENT & TRNG WORKER III	446	4020	5131
EMPLOYMENT SERVICES INSTR I	379	2899	3700
EMPLOYMENT SERVICES INSTR II	390	3059	3904
EMPLOYMENT SERVICES INSTR III	400	3212	4100
ENGINEERING AIDE I	421	3558	4542
ENGINEERING AIDE II	436	3829	4887
ENGINEERING TECHNICIAN I	450	4100	5232
ENGINEERING TECHNICIAN II	480	4746	6057
ENGINEERING TECHNICIAN III	493	5056	6454
ENVIRONMENTAL HEALTH TECHNICIAN I	387	3014	3847
ENVIRONMENTAL HEALTH TECHNICIAN II	417	3490	4454
EPIDEMIOLOGIST	496	5131	6549
FAIR HEARING OFFICER	445	4001	5106
FIRE SAFETY INSPECTOR	467	4454	5684
FOSTER PARENT LIAISON	383	2956	3773
GIS ANALYST	507	5414	6910
HAZARDOUS MATERIALS SPEC I	456	4221	5387
HAZARDOUS MATERIALS SPEC II	476	4654	5940

Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
HAZARDOUS MATERIALS SPEC III	516	5657	7220
HOUSING & COM PROG SPEC I	433	3773	4815
HOUSING & COM PROG SPEC II	443	3961	5056
HOUSING & COM PROG SPEC III	458	4263	5440
HOUSING REHABILITATION SPEC I	442	3942	5032
HOUSING REHABILITATION SPEC II	467	4454	5684
INFORMATION SYS COORD I	386	3000	3829
INFORMATION SYS COORD II	416	3473	4432
INFORMATION SYS COORD III	432	3755	4792
INVESTIGATIVE TECHNICIAN I	426	3647	4654
INVESTIGATIVE TECHNICIAN II	436	3829	4887
IT APPL SUPPORT ANALYST I	534	6177	7883
IT APPL SUPPORT ANALYST II	544	6485	8277
IT COMPUTER SYSTEMS SPECIALIST	544	6485	8277
IT DATABASE ADMINISTRATOR I	524	5882	7508
IT DATABASE ADMINSTRATOR II	548	6612	8441
IT DESKTOP SUPPORT ASSISTANT	419	3524	4497
IT DESKTOP SUPPORT ENGINEER I	533	6146	7844
IT DESKTOP SUPPORT ENGINEER II	544	6485	8277
IT GIS ANALYST I	507	5414	6910
IT GIS ANALYST II	534	6177	7883
IT INFRASTRUCTURE SUPP ENG I	498	5181	6612
IT INFRASTRUCTURE SUPP ENG II	524	5882	7508
IT NETWORK ARCHITECT	544	6485	8277
IT O365 ADMINISTRATOR	544	6485	8277
IT PROGRAMMER ANALYST I	508	5440	6944
IT PROGRAMMER ANALYST II	524	5882	7508
IT PROGRAMMER ANALYST III	540	6360	8117
IT TECHNICIAN	440	3904	4983
JOB DEVELOPER	413	3422	4368
LEAD COMMUNITY MENTAL HLTH WKR	392	3089	3942
LEAD SUBSTANCE ABUSE PREV SPEC	458	4263	5440
LEGAL CLERK	400	3212	4100
LEGAL PROCESS CLERK I	379	2899	3700

Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
LEGAL PROCESS CLERK II	399	3196	4079
LEGAL SECRETARY	406	3307	4221
MAIL CLERK I	379	2899	3700
MAIL CLERK II	390	3059	3904
MAIL CLERK III	403	3259	4160
MAPPING SPECIALIST I	441	3923	5007
MAPPING SPECIALIST II	473	4586	5853
MEDICAL BILLING CLERK	379	2899	3700
MEDICAL RECORDS CLERK I	379	2899	3700
MEDICAL RECORDS CLERK II	399	3196	4079
MEDICAL SERVICES CLERK	379	2899	3700
NUTRITION ASSISTANT I	379	2899	3700
NUTRITION ASSISTANT II	399	3196	4079
NUTRITION ASSISTANT III	459	4283	5466
OFFICE ASSISTANT I	379	2899	3700
OFFICE ASSISTANT II	390	3059	3904
OFFICE ASSISTANT III	403	3259	4160
OPERATIONS SPECIALIST I	440	3904	4983
OPERATIONS SPECIALIST II	462	4347	5548
PARALEGAL I	435	3810	4863
PARALEGAL II	456	4221	5387
PATIENTS' RIGHTS ADVOCATE	476	4654	5940
PEER SUPPORT SPECIALIST	379	2899	3700
PERSONAL PROPERTY CUSTODIAN	379	2899	3700
PERSONNEL ASSISTANT	425	3628	4631
PROBATION ASSISTANT	404	3275	4180
PROJECT INTEGRATION SPECIALIST	492	5032	6423
PROPERTY TAX SPECIALIST I	379	2899	3700
PROPERTY TAX SPECIALIST II	404	3275	4180
PROPERTY TAX SPECIALIST III	415	3455	4410
PSYCHIATRIC TECHNICIAN	439	3885	4958
PUBLIC DEFENDER INVEST I	490	4983	6360
PUBLIC DEFENDER INVEST II	501	5258	6710
PUBLIC HEALTH ASSISTANT	386	3000	3829

Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
PUBLIC HLTH LABORATORY TECH	395	3135	4001
PUBLIC HLTH PROG & POLICY ANAL	496	5131	6549
PUBLIC SAFETY SERVICE OFFICER	411	3389	4325
REAL PROPERTY APPRAISER AIDE	427	3664	4676
SENIOR ACCOUNT CLERK	422	3576	4564
SENIOR ASSESSOR/RECORDER SPEC	427	3664	4676
SENIOR INFO TECHNOLOGY ANALYST	534	6177	7883
SENIOR INVESTIGATIVE TECH	451	4119	5258
SENIOR LEGAL PROCESS CLERK	409	3356	4283
SENIOR PERMIT SPECIALIST	474	4609	5882
SENIOR PROPERTY TAX SPECIALIST	435	3810	4863
SENIOR PUBLIC HEALTH ASSISTANT	396	3150	4020
SENIOR SHERIFF'S SERVICE OFCR	403	3259	4160
SENIOR STAFF ANALYST	489	4958	6328
SENIOR VOCATIONAL COUNSELOR	478	4699	5998
SHERIFF'S RECORDS SPEC I	379	2899	3700
SHERIFF'S RECORDS SPEC II	399	3196	4079
SHERIFF'S RECORDS SPEC III	409	3356	4283
SOCIAL SERVICE AIDE	398	3181	4059
SOCIAL SERVICE PROGRAM AIDE	398	3181	4059
STAFF SERVICES ANALYST I	456	4221	5387
STAFF SERVICES ANALYST II	476	4654	5940
SYSTEM SUPPORT ANALYST	441	3923	5007
TYPIST CLERK I	379	2899	3700
TYPIST CLERK II	390	3059	3904
TYPIST CLERK III	403	3259	4160
VETERANS SERVICES REP I	400	3212	4100
VETERANS SERVICES REP II	425	3628	4631
VETERANS SERVICES REP III	435	3810	4863
VICTIM ADVOCATE I	420	3541	4519
VICTIM ADVOCATE II	450	4100	5232
VOCATIONAL COUNSELOR	468	4476	5713
VOCATIONAL EVALUATOR TECH	403	3259	4160
VOCATIONAL INSTRUCTOR I	379	2899	3700

Job Classification	Range	CURRENT	
		Monthly A Step	Monthly F Step
VOCATIONAL INSTRUCTOR II	390	3059	3904
VOCATIONAL INSTRUCTOR III	400	3212	4100

**ATTACHMENT B**  
**UPEC GENERAL BARGAINING UNIT SALARY FOR MOU TERM**

Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
ACCOUNT CLERK I	379	2971	3792
ACCOUNT CLERK II	397	3245	4140
ACCOUNT CLERK III	422	3665	4678
ACCOUNTANT AUDITOR I	454	4284	5469
ACCOUNTANT AUDITOR II	484	4960	6331
ACCOUNTANT AUDITOR III	504	5469	6980
ACCOUNTING TECHNICIAN	441	4021	5132
ADMIN SECRETARY I	414	3525	4499
ADMIN SECRETARY II	425	3719	4747
AGENCY STAFF SERVS ANALYST I	456	4327	5522
AGENCY STAFF SERVS ANALYST II	476	4770	6088
AGRIC & STDS PROGRAM ASSIST I	381	3001	3829
AGRIC & STDS PROGRAM ASSIST II	391	3151	4021
AGRIC & STDS PROGRAM ASSOC I	420	3630	4632
AGRIC & STDS PROGRAM ASSOC II	430	3812	4864
ANIMAL REGULATION OFFICER I	393	3181	4060
ANIMAL REGULATION OFFICER II	413	3507	4477
ANIMAL REGULATION OFFICER III	428	3774	4817
ASSESSOR/RECORDER SPEC I	379	2971	3792
ASSESSOR/RECORDER SPEC II	394	3197	4080
ASSESSOR/RECORDER SPEC III	412	3491	4456
ASSIST HOUSING PROGRAMS SPEC	381	3001	3829
ASSIST INFO TECHNOLOGY ANALYST	462	4456	5687
ASSISTANT PERMIT SPECIALIST	414	3525	4499
ASSOCIATE INFO TECH ANALYST	502	5415	6912
ASSOCIATE PERMIT SPECIALIST	444	4080	5208
AUDITOR-ACCT ASSOCIATE I	473	4701	6000
AUDITOR-ACCT ASSOCIATE II	494	5208	6647
AUDITOR-ACCT ASSOCIATE III	514	5742	7329
AUDITOR-ACCT SENIOR	534	6331	8080
AUDITOR-ACCT TECHNICIAN I	433	3867	4936

Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
AUDITOR-ACCT TECHNICIAN II	453	4264	5442
BOATING SAFETY OFFICER	425	3719	4747
BUILDING INSPECTOR I	452	4243	5415
BUILDING INSPECTOR II	482	4912	6269
BUILDING INSPECTOR III	539	6486	8279
BUSINESS OFFICE CLERK I	379	2971	3792
BUSINESS OFFICE CLERK II	394	3197	4080
CHILD SUPPORT SPECIALIST I	409	3440	4390
CHILD SUPPORT SPECIALIST II	434	3886	4960
CHILD SUPPORT SPECIALIST III	444	4080	5208
CHILD SUPPORT SPECIALIST IV	459	4390	5603
CLAIMS SPECIALIST I	384	3045	3886
CLAIMS SPECIALIST II	409	3440	4390
CLAIMS SPECIALIST III	419	3612	4610
CLERK I	379	2971	3792
CLERK II	390	3136	4002
CLERK III	403	3341	4264
CLERK/ELECTIONS SPECIALIST I	379	2971	3792
CLERK/ELECTIONS SPECIALIST II	399	3276	4181
CLERK/ELECTIONS SPECIALIST III	419	3612	4610
CODE ENFORCEMENT OFFICER I	452	4243	5415
CODE ENFORCEMENT OFFICER II	482	4912	6269
CODE ENFORCEMENT OFFICER III	539	6486	8279
COLLECTIONS CLERK I	381	3001	3829
COLLECTIONS CLERK II	404	3357	4284
COLLECTIONS CLERK III	414	3525	4499
COMMUNITY EDUCATION SPECIAL I	472	4678	5971
COMMUNITY EDUCATION SPECIAL II	488	5058	6455
COMMUNITY HEALTH ADVOCATE	391	3151	4021
COMMUNITY MENTAL HEALTH WORKER	379	2971	3792
COMMUNITY ORGANIZER	422	3665	4678
COMMUNITY SERVICE OFFICER I	410	3457	4412
COMMUNITY SERVICE OFFICER II	426	3738	4770
COMMUNITY SERVICE OFFICER III	436	3924	5009

Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
COMMUNITY SERVICES COORDINATOR	448	4161	5311
COUNTY FAIR BUSINESS ASSISTANT	437	3943	5033
CRIME ANALYST	459	4390	5603
DATA ENTRY OPERATOR I	379	2971	3792
DATA ENTRY OPERATOR II	402	3324	4243
DATA ENTRY OPERATOR III	415	3542	4521
DEPUTY PUBLIC GUARDIAN	458	4369	5576
DISEASE INVESTIGATION SPEC I	472	4678	5971
DISEASE INVESTIGATION SPEC II	488	5058	6455
DRIVER	379	2971	3792
ELECTIONS TECHNICIAN	432	3849	4912
ELIGIBILITY WORKER I	400	3292	4202
ELIGIBILITY WORKER II	425	3719	4747
ELIGIBILITY WORKER III	435	3905	4984
EMPLOYMENT & TRNG WORKER I	411	3473	4433
EMPLOYMENT & TRNG WORKER II	435	3905	4984
EMPLOYMENT & TRNG WORKER III	446	4121	5259
EMPLOYMENT SERVICES INSTR I	379	2971	3792
EMPLOYMENT SERVICES INSTR II	390	3136	4002
EMPLOYMENT SERVICES INSTR III	400	3292	4202
ENGINEERING AIDE I	421	3647	4655
ENGINEERING AIDE II	436	3924	5009
ENGINEERING TECHNICIAN I	450	4202	5363
ENGINEERING TECHNICIAN II	480	4864	6209
ENGINEERING TECHNICIAN III	493	5183	6615
ENVIRONMENTAL HEALTH TECHNICIAN I	387	3089	3943
ENVIRONMENTAL HEALTH TECHNICIAN II	417	3577	4565
EPIDEMIOLOGIST	496	5259	6713
FAIR HEARING OFFICER	445	4101	5233
FIRE SAFETY INSPECTOR	467	4565	5826
FOSTER PARENT LIAISON	383	3030	3867
GIS ANALYST	507	5549	7083
HAZARDOUS MATERIALS SPEC I	456	4327	5522
HAZARDOUS MATERIALS SPEC II	476	4770	6088



Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
HAZARDOUS MATERIALS SPEC III	516	5798	7401
HOUSING & COM PROG SPEC I	433	3867	4936
HOUSING & COM PROG SPEC II	443	4060	5183
HOUSING & COM PROG SPEC III	458	4369	5576
HOUSING REHABILITATION SPEC I	442	4041	5158
HOUSING REHABILITATION SPEC II	467	4565	5826
INFORMATION SYS COORD I	386	3075	3924
INFORMATION SYS COORD II	416	3560	4543
INFORMATION SYS COORD III	432	3849	4912
INVESTIGATIVE TECHNICIAN I	426	3738	4770
INVESTIGATIVE TECHNICIAN II	436	3924	5009
IT APPL SUPPORT ANALYST I	534	6331	8080
IT APPL SUPPORT ANALYST II	544	6647	8484
IT COMPUTER SYSTEMS SPECIALIST	544	6647	8484
IT DATABASE ADMINISTRATOR I	524	6029	7696
IT DATABASE ADMINSTRATOR II	548	6778	8652
IT DESKTOP SUPPORT ASSISTANT	419	3612	4610
IT DESKTOP SUPPORT ENGINEER I	533	6300	8040
IT DESKTOP SUPPORT ENGINEER II	544	6647	8484
IT GIS ANALYST I	507	5549	7083
IT GIS ANALYST II	534	6331	8080
IT INFRASTRUCTURE SUPP ENG I	498	5311	6778
IT INFRASTRUCTURE SUPP ENG II	524	6029	7696
IT NETWORK ARCHITECT	544	6647	8484
IT O365 ADMINISTRATOR	544	6647	8484
IT PROGRAMMER ANALYST I	508	5576	7118
IT PROGRAMMER ANALYST II	524	6029	7696
IT PROGRAMMER ANALYST III	540	6519	8320
IT TECHNICIAN	440	4002	5108
JOB DEVELOPER	413	3507	4477
LEAD COMMUNITY MENTAL HLTH WKR	392	3166	4041
LEAD SUBSTANCE ABUSE PREV SPEC	458	4369	5576
LEGAL CLERK	400	3292	4202
LEGAL PROCESS CLERK I	379	2971	3792

Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
LEGAL PROCESS CLERK II	399	3276	4181
LEGAL SECRETARY	406	3390	4327
MAIL CLERK I	379	2971	3792
MAIL CLERK II	390	3136	4002
MAIL CLERK III	403	3341	4264
MAPPING SPECIALIST I	441	4021	5132
MAPPING SPECIALIST II	473	4701	6000
MEDICAL BILLING CLERK	379	2971	3792
MEDICAL RECORDS CLERK I	379	2971	3792
MEDICAL RECORDS CLERK II	399	3276	4181
MEDICAL SERVICES CLERK	379	2971	3792
NUTRITION ASSISTANT I	379	2971	3792
NUTRITION ASSISTANT II	399	3276	4181
NUTRITION ASSISTANT III	459	4390	5603
OFFICE ASSISTANT I	379	2971	3792
OFFICE ASSISTANT II	390	3136	4002
OFFICE ASSISTANT III	403	3341	4264
OPERATIONS SPECIALIST I	440	4002	5108
OPERATIONS SPECIALIST II	462	4456	5687
PARALEGAL I	435	3905	4984
PARALEGAL II	456	4327	5522
PATIENTS' RIGHTS ADVOCATE	476	4770	6088
PEER SUPPORT SPECIALIST	379	2971	3792
PERSONAL PROPERTY CUSTODIAN	379	2971	3792
PERSONNEL ASSISTANT	425	3719	4747
PROBATION ASSISTANT	404	3357	4284
PROJECT INTEGRATION SPECIALIST	492	5158	6583
PROPERTY TAX SPECIALIST I	379	2971	3792
PROPERTY TAX SPECIALIST II	404	3357	4284
PROPERTY TAX SPECIALIST III	415	3542	4521
PSYCHIATRIC TECHNICIAN	439	3982	5082
PUBLIC DEFENDER INVEST I	490	5108	6519
PUBLIC DEFENDER INVEST II	501	5389	6878
PUBLIC HEALTH ASSISTANT	386	3075	3924

Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
PUBLIC HLTH LABORATORY TECH	395	3213	4101
PUBLIC HLTH PROG & POLICY ANAL	496	5259	6713
PUBLIC SAFETY SERVICE OFFICER	411	3473	4433
REAL PROPERTY APPRAISER AIDE	427	3756	4793
SENIOR ACCOUNT CLERK	422	3665	4678
SENIOR ASSESSOR/RECORDER SPEC	427	3756	4793
SENIOR INFO TECHNOLOGY ANALYST	534	6331	8080
SENIOR INVESTIGATIVE TECH	451	4222	5389
SENIOR LEGAL PROCESS CLERK	409	3440	4390
SENIOR PERMIT SPECIALIST	474	4724	6029
SENIOR PROPERTY TAX SPECIALIST	435	3905	4984
SENIOR PUBLIC HEALTH ASSISTANT	396	3228	4121
SENIOR SHERIFF'S SERVICE OFCR	403	3341	4264
SENIOR STAFF ANALYST	489	5082	6486
SENIOR VOCATIONAL COUNSELOR	478	4817	6148
SHERIFF'S RECORDS SPEC I	379	2971	3792
SHERIFF'S RECORDS SPEC II	399	3276	4181
SHERIFF'S RECORDS SPEC III	409	3440	4390
SOCIAL SERVICE AIDE	398	3260	4161
SOCIAL SERVICE PROGRAM AIDE	398	3260	4161
STAFF SERVICES ANALYST I	456	4327	5522
STAFF SERVICES ANALYST II	476	4770	6088
SYSTEM SUPPORT ANALYST	441	4021	5132
TYPIST CLERK I	379	2971	3792
TYPIST CLERK II	390	3136	4002
TYPIST CLERK III	403	3341	4264
VETERANS SERVICES REP I	400	3292	4202
VETERANS SERVICES REP II	425	3719	4747
VETERANS SERVICES REP III	435	3905	4984
VICTIM ADVOCATE I	420	3630	4632
VICTIM ADVOCATE II	450	4202	5363
VOCATIONAL COUNSELOR	468	4588	5856
VOCATIONAL EVALUATOR TECH	403	3341	4264
VOCATIONAL INSTRUCTOR I	379	2971	3792

Job Classification	Range	Beginning With Pay Period 12/17/2023	
		Monthly A Step	Monthly F Step
VOCATIONAL INSTRUCTOR II	390	3136	4002
VOCATIONAL INSTRUCTOR III	400	3292	4202