

**MEMORANDUM OF
UNDERSTANDING**

**BETWEEN THE
COUNTY OF GLENN**

AND THE

**GLENN COUNTY PEACE
OFFICERS' ASSOCIATION**

October 1, 2006 through December 31, 2008

Memorandum of Understanding Between the County of Glenn
and the Glenn County Peace Officers' Association

October 1, 2006— December 31, 2008

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Memorandum of Understanding Between the County of Glenn and the Glenn County Peace Officers' Association

October 1, 2006 — December 31, 2008

The salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed upon by the designated bargaining representatives of the County of Glenn (hereinafter referred to as "COUNTY") and the Glenn County Peace Officers' Association (hereinafter referred to as "ASSOCIATION").

ARTICLE 1.01 - RECOGNITION:

The County recognizes the Association as the exclusive bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions of regular employees in the classifications of Exhibit "A" attached herein. Both parties recognize their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the County.

ARTICLE 1.02 - IMPLEMENTATION/RECOGNITION:

- A. This Memorandum of Understanding constitutes a mutual agreement by the representatives of the parties to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved in whole or in part by the Board of Supervisors, and then only to the extent of such approval.
- B. The County may adopt reasonable rules and regulations after consultation in good faith with representatives of the Association concerning the administration of employee relations under this Article, except as otherwise provided by law.
- C. The County shall give reasonable written notice to the Association of any proposed ordinance, policy, rule or regulation relating to matters within the scope of representation set forth in this Article, except as otherwise provided by law, or this Memorandum of Understanding.
- D. In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other at least ninety (90) days prior to the end of the existing contract its written request to commence negotiations. Upon receipt of such written request, negotiations shall begin no later than fifteen (15) calendar days after such receipt.

ARTICLE 1.03 - COUNTY RIGHTS:

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the methods, means, and personnel by which County Government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their missions, functions and necessity, or any part thereof, as well as set standards of service to the public.

It also retains the sole right to administer the County Personnel Policy and Codes, to classify or reclassify positions, add or delete positions or classes to or from the County Budget or Salary Resolution; to establish standards for employment and promotion of

employees, to evaluate employees, to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, a recognized employee organization affected by the action shall be notified promptly of any such emergency action which affects matters within the scope of representation.

ARTICLE 1.04 - EMPLOYEE RIGHTS:

Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations as required by law. Employees of the County shall also have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

ARTICLE 1.05 - RULES AND REGULATIONS:

The Association agrees that its members shall comply with all departmental, County, and mandated rules and regulations, including those relating to conduct and work performance. The County agrees that departmental rules and regulations which affect working conditions shall be the proper subject for meet and confer prior to their adoption and shall be subject to the grievance procedure. Where departmental or County rules and regulations are in conflict with provisions of this Agreement, this Agreement shall prevail except for the Employer - Employee Relations Policy which shall prevail.

ARTICLE 1.06 - WORK ACTION:

No work stoppage, strike or slowdown as determined by the County shall be sanctioned by the Association while the Association is the exclusively recognized employee organization and no lockouts shall be made by the County. If a work stoppage, strike or slowdown occurs, then the Association's responsibility shall be to urge its members to return to work. Any employee participating in such stoppage, strike, or slowdown shall be subject to disciplinary action. Association sanction of such stoppage, strike, or slowdown shall result in the County's withdrawal of recognition and all rights pertinent thereto by the County.

ARTICLE 1.07 - NO DISCRIMINATION:

A. FAIR EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION

The County and the Association agree that no person employed or applying for employment with the county shall be unlawfully discriminated against by either party because of race, color, religion, physical or mental disability (including AIDS), medical condition (cancer related), national origin, ancestry, marital status, sex, age (over 40), veteran's status, or any other non-merit factor except where such factors are determined to be bona fide occupational qualifications after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunity as provided for in Federal and State requirements.

B. ASSOCIATION ACTIVITIES

Neither the County nor the Association shall interfere with, intimidate, coerce or discriminate against County employees because of their exercising their right to form, join and participate in the activities of the Association, or exercising their right to refuse to join or participate in the activities of the Association.

ARTICLE 1.08 - ASSOCIATION VISITATION:

The County agrees to grant not more than two (2) official representatives of the Association the right to contact employees during their duty period, except that it is intended, that normally, such contacts will be made on breaks or lunch periods. The department head shall be notified in advance of such Association activities whenever a meeting of three (3) or more employees is scheduled.

ARTICLE 1.09 - BULLETIN BOARDS:

Two bulletin boards shall be provided, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreation and social affairs, classes, seminars and other matters pertaining to the employee and Association affairs. Materials relating to local, state or national political elections shall not be posted, nor shall any material be posted which is derogatory toward any County Employee.

ARTICLE 1.10 - DISTRIBUTION OF ASSOCIATION MATERIALS:

The Association shall have the right to distribute materials to its members through normal County channels. The Personnel Director shall be notified three (3) days before any internal mass mailings occur. The Association shall pay the cost of all mass mailings or internal distributions. No material shall be distributed which is derogatory toward any County Employee.

ARTICLE 1.11 - USE OF COUNTY FACILITIES:

County facilities may be made available upon timely application for use by employees and Association to meet to discuss issues within the scope of representation. Use of such facilities shall be on the employee's own time.

ARTICLE 1.12 - PAYROLL DEDUCTION:

County agrees, upon written consent of the employees involved, to deduct dues as established by the Association, from the salaries of its members who it represents. The sum so withheld shall be remitted by County, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the payroll section of the Auditor's office, not later than the 20th of the month prior to the effective month of the change. Additional voluntary payroll deductions from employees' salaries shall be made in accordance with Glenn County Resolution No. 77-1.

ARTICLE 1.13 - AGENCY SHOP

A. Agreement.

All regular employees occupying positions in classifications listed in Attachment A, who are members of the Association, shall be required to pay Association Dues. Employees are not required to join the Association as a condition of employment. However, non-

member regular employees occupying positions in the classifications listed in Attachment A shall, during the term of this agreement, pay a service fee as authorized by Government Code § 3502.5. The amount of the service fee shall not exceed Association dues.

B. Association Responsibilities.

1. The Association agrees that it has a duty to provide fair and nondiscriminatory representation to all regular employees occupying positions in the classifications listed in Attachment A regardless of their membership in the Association.
2. The Association must provide non-members with advanced notice of the amount of the service fee, an explanation as to the service fee composition, and an explanation of a non-member's right to challenge the service fee.

C. Withdrawal from the Association

Members shall be able to withdraw their membership by notifying the Association in writing of their desire to withdraw from membership and to become fee payers during the period of December 11-31 of any year. Members may not withdraw from membership at any other time.

ARTICLE 1.14 - DEFINITIONS:

"Day or Days" shall mean calendar day or days, unless specifically defined as otherwise in the individual Articles of this Memorandum.

"Emergency" means any unforeseen circumstance requiring immediate action; any sudden, unexpected happening, an unforeseen occurrence or condition.

"Employee" means a person in a Regular Full Time or a Regular Part Time position in a classification for which the association is the exclusive bargaining representative.

"Public Service Employee" shall mean a person employed in a position intended to be occupied on less than a year around basis to cover seasonal peak work loads, emergency work loads of limited duration, necessary vacation and sick leave relief, and other situations involving a fluctuating staff.

"Regular Full Time Employee" shall mean a person employed in a position established on a permanent year around basis requiring work on a regular schedule of forty (40) hours per work week or averaging 40 hours per week for employees on a 9/80 schedule.

"Regular Part Time Employee" shall mean a person employed in a position established on a permanent year around basis averaging less than forty (40) hours per work week, but more than twenty (20) hours per work week on a continuing yearly basis.

ARTICLE 1.15 - COMMITTEES:

County committees requiring the participation of employee representatives may be established by the Board of Supervisors. There shall be no more than one employee representative from the Glenn County Peace Officers' Association. Paid release time shall be authorized for one employee representative when meetings are required during working hours.

ARTICLE 2.01 - HEALTH INSURANCE COVERAGE:

General. For the term of this agreement the County agrees to continue to contract for Health Insurance on behalf of its regular employees covered by this MOU and their dependents with the Public Employee Retirees' System (P.E.R.S) as provided in the Public Employees' Medical and Hospital Care Act (PEMHCA).

Article 2.01.01 Health Plan.

The County shall make available a variety of Health Plans through PEMHCA.

Article 2.01.01 A Contributions.

Article 2.01.01 A (1) Employees.

Employees shall be responsible for the payment of any monthly premium amounts in excess of the County's contribution. These payments will be made in two equal installments on the first and the second pay period of each month.

The employee's premium payment for the employee's coverage and any elected dependent coverage shall be made by payroll deduction.

Employee premium payment may be made through an IRC Section 125 arrangement.

An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave in accordance with the health insurance contract provisions.

Article 2.01.01 B (2) County.

The County shall contribute towards the monthly health insurance premium as follows:

| | | |
|--------------------------|-------------------------|-------------------------|
| Employee only: \$388.72; | Employee + 1: \$777.44; | Employee + 2: \$1010.67 |
|--------------------------|-------------------------|-------------------------|

Effective January 1, 2007 the County shall contribute towards the monthly health insurance premium as follows.

| | | |
|---------------------------|-------------------------|-------------------------|
| Employee only: \$442.35 ; | Employee + 1: \$884.70; | Employee + 2: \$1150.12 |
|---------------------------|-------------------------|-------------------------|

Effective with the January 1, 2008, premium the County shall contribute towards the monthly health insurance premium for members of this unit 90% of the employee only premium for the least expensive health plan. The County contribution for the Employee +1 and Employee + 2 rates will be increased by the amount of the Employee only rate increase. The employee shall pay the premium amount in excess of the County's contribution.

Article 2.01.01 C. Payment in Lieu of Health Insurance

Effective January 1, 2007 for employees who opt out of the County Health the County shall pay the equivalent of 50% of the County's contribution to the Health Plan for the employee only premium minus all required deductions for payroll taxes, retirement, and insurance premiums that are directly tied to compensation. To

qualify for this payment the employee must provide the Personnel Department with proof of other insurance coverage.

Article 2.02 Dental Plan.

- A. The County shall make available a choice of dental plans for covered employees and their dependents.
- B. The County shall contribute an amount not to exceed \$23.00 per month towards the premiums for this plan.
- C. The employee shall pay the premium for this plan that exceeds \$23.00 per month.
- D. The employee's premium payment for the employee's coverage and any elected dependent coverage shall be made by payroll deduction.
- E. Employee premium payment may be made through an IRC Section 125 arrangement.
- F. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave in accordance with the dental insurance contract provisions.

Article 2.02 Dental Plan. (Effective January 1, 2007)

- G. The County shall make available a choice of dental plans for covered employees and their dependents.
- H. The County shall contribute an amount not to exceed 90% of the employee only premium for the fee for service Dental Plan towards the premiums for this plan.
- I. The employee shall pay the premium for this plan that exceeds the County's contribution.
- J. The employee's premium payment for the employee's coverage and any elected dependent coverage shall be made by payroll deduction.
- K. Employee premium payment may be made through an IRC Section 125 arrangement.
- L. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave in accordance with the dental insurance contract provisions.

Article 2.03 Vision Plan. (Effective January 1, 2007)

- A. The County shall make available a vision plan for covered employees and their dependents.
- B. The County shall contribute an amount not to exceed 90% of the employee only premium towards the premiums for this plan.
- C. The employee shall pay the premium for this plan that exceeds the County's contribution.

- D. The employee's premium payment for the employee's coverage and any elected dependent coverage shall be made by payroll deduction.
- E. Employee premium payment may be made through an IRC Section 125 arrangement.
- F. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave in accordance with the dental insurance contract provisions.

ARTICLE 2.04 - LIFE INSURANCE:

The County agrees to maintain a \$10,000 Group-Term Life Insurance policy for employees in this unit.

ARTICLE 2.05 - DISABILITY INSURANCE:

The County agrees to provide a short term disability insurance program for members of this unit. The County agrees to pay the premium for Employee coverage in the short term disability plan during the term of this agreement.

ARTICLE 2.06 - PRORATION OF BENEFITS:

All County paid benefits listed in Article 2.01 through Article 2.03 shall be pro-rated for regular part time employees.

ARTICLE 3.01 - SCHEDULING:

No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation. The head of each division and office shall prepare a schedule showing the hours each employee and appointed officer of the County in their department or office is to work. Except under emergency circumstances, the head of each division and office shall make every reasonable effort to assure that no employee shall make more than one change of shift in any work week and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Except in cases of emergency, employees shall be given seven (7) calendar days notice of any change in shift schedule. The Association shall be notified within 24 hours of an emergency arising by contacting either the paid representative or the association president by telephone. This notification requirement shall be deemed met if a message is left on the answering machine or service of either individual. Should telephone services be disrupted this notification requirement shall be deemed met if notice is given within 24 hours of the resumption of services.

ARTICLE 3.02 - OVERTIME:

All authorized hours worked in excess 40 hours in a 7 day work period shall be overtime. If, in the judgment of the department, work beyond the normal work day, work week, or work period is required, the department shall notify employees who may be asked to perform such overtime of the apparent need for such overtime as soon as practical prior to when the overtime is expected to begin. Departments shall make every reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

Overtime hours shall be compensated at one-and-one-half (1-1/2) times the employee's regular rate of pay either in cash or in compensatory time off. The Department Head shall decide as to the method of compensation. Employees normally shall be expected to take compensatory time off. Compensatory time off hours may be accrued up to a maximum of 100 C.T.O. hours. All unused hours shall be paid cash at time of separation.

ARTICLE 3.03 - SALARIES:

A. Regular full-time and Regular part-time employees shall be paid in accordance with Exhibit "A" and the pay schedule Exhibit "B".

B. Incentive Pay shall be provided to all personnel as follows:

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| (1) Intermediate P.O.S.T. Certificate or accredited BA. or BS. Degree from a college or university accepted by P.O.S.T. | 5% above employee's regular step |
| 2) Advanced P.O.S.T. Certificate or accredited MA. or MS. degree or BA. + 30 units from a college or university accepted by P.O.S.T | 10% above employee's regular step |
| (3) Supervisory P.O.S.T. Certificate or accredited Ph.D. or MA. or MS. + 30 units from a college or university accepted by P.O.S.T. | 15% above employee's regular step |

No employee shall receive incentive pay for a Supervisory P.O.S.T. Certificate if they are not functioning in a supervisory position. The designation of supervisory positions shall rest with the appropriate department head.

C. Employees hired after 4-1-89 will be eligible for incentive pay as follows:

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| (1) Intermediate P.O.S.T. Certificate, or accredited BA. or BS. degree from a college or university accepted by P.O.S.T. | 2 1/2% above employee's regular step |
| (2) Advanced P.O.S.T. Certificate or accredited MA. or MS. degree or BA. + 30 units from a college or university accepted by P.O.S.T. | 7 1/2% above employee's regular step |
| (3) Supervisory P.O.S.T. Certificate or accredited Ph.D. or MA. or MS. + 30 units from a college or university accepted by P.O.S.T. | 10% above employee's regular step |

No employee shall receive incentive pay for a Supervisory P.O.S.T. Certificate if they are not functioning in a supervisory position. The designation of supervisory positions shall rest with the appropriate department head.

D. A merit pay plan with a 5-Step system shall be in effect. No employee shall advance in steps based upon seniority. All advancements shall be based solely upon merit. The Supervisor shall review all employees once a year prior to their anniversary date. On the basis of satisfactory performance evaluations, employees shall advance in step (A through E) on their anniversary date. No

increase shall be paid for those with a "substandard" overall performance evaluation rating.

- E. Employees promoted within this bargaining unit shall receive a pay increase of at least 5%.
- F. Should an employee's annual evaluation not be submitted on schedule, a merit step increase shall be automatically given. The comments section of the pay action shall be annotated as follows: "Merit Step Increase granted due to non-submission of employee evaluation. The granting of this increase does not necessarily denote satisfactory performance by the employee"

ARTICLE 3.04 - PAY FOR WORK IN HIGHER CLASSIFICATION:

Any employee who is temporarily assigned duties of a higher job classification shall be paid the wage rate of the higher classification to place the employee on the "A" step of the higher classification or provide a 5% step increase over the employee's existing salary for all time he or she performs such duties in excess of ten (10) consecutive work days. The higher wage rate shall not be paid for the first ten (10) days. A vacant position in the higher class or an extended absence of an incumbent in the higher class must exist for this provision to apply and the employee must be assigned the essential duties of the higher class.

ARTICLE 3.05 - TRAVEL PAY:

Payment for time spent in travel status shall be paid in accordance with the Fair Labor Standards Act (Title 29 United States Code, Chapter 8) its implementing instructions and relevant case law. Employees shall, upon request, be advanced in either cash or check their estimated daily meal allowance at the current County rate for approved Department related travel and training. At no time will an advanced request be for less than \$50.00. The employees shall also be provided a County Credit Card to cover all other approved travel and travel related expenses. Use of the Credit Card shall be in accordance with the County's Credit Card Policy.

ARTICLE 3.06 - STANDBY PAY:

When an employee is assigned standby duty, they shall be informed of the dates and inclusive hours of such arrangement. They shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour of standby duty. Standby duty requires the employee so assigned to (1) be ready to respond immediately to calls, (2) be reachable by telephone, (3) be able to be at their work station within 30 minutes and, (4) refrain from activities which might impair their ability to perform their assigned duties. An employee shall not receive standby pay and call back pay simultaneously.

ARTICLE 3.07 - CALL BACK PAY:

When an employee returns to work because of a departmental request made after they have completed their normal work shift and left the premises, they shall be credited for a minimum of two hour's work plus any time worked in excess of two hours. An employee shall not receive standby pay and call back pay simultaneously.

ARTICLE 3.08 - PAY DAY:

Employees shall be paid biweekly in accordance with the pay schedule published by the Department of Finance. Employees will be paid only by "Direct Deposit" to a checking

or savings account. Employees must provide the Department of Finance with the information necessary to make the deposit prior to this date. If an employee fails to provide the Department of Finance with the necessary information, the pay due will be held in trust for the employee until the employee provides the Department of Finance with the required information. Once the employee has provided the required, the moneys held in trust will be paid by direct deposit on the next regularly scheduled payday.

ARTICLE 3.09 - JAIL TRAINING OFFICER DIFFERENTIAL.

Persons in the class of Sheriff's Correctional Officer, Sheriff's Correctional Corporal, or Sheriff's Sergeant who are required to serve as a Training Officer or supervise other Training Officers for newly assigned Jail Staff shall be paid a differential of 5% of their base salary provided all the following conditions are met:

- A. They are a regular employee of the Sheriff's Department in one of the above listed classes and have held such position for more than one year.
- B. They are assigned to perform the Jail Training Officer duties by the Department Head or designee.
- C. The payment of this differential is authorized by the Department Head
- D. Payment of this differential shall cease when any of the conditions in A through C, above is no longer met, or when payment of this differential is terminated by the Department Head; whichever occurs first.

This Article became effective on July 11, 1999.

ARTICLE 3.11 - SHIFT DIFFERENTIAL

Employees assigned to, and who actually work, any shift in which the majority of the hours worked fall between 5:00 p.m. and 7:00 a.m. shall receive seventy-five (75) cents per hour in addition to their hourly rate for each hour worked including overtime.

Effective November 5, 2006, employees assigned to, and who actually work, any shift in which the majority of the hours worked fall between 5:00 p.m. and 7:00 a.m. shall receive one (1) dollar per hour in addition to their hourly rate for each hour worked including overtime.

ARTICLE 3.12 - SALARY INCREASE FOR LONGEVITY:

Effective November 5, 2006, Regular Full-Time employees shall receive an increase of three percent (3%) above their current salary rate for the particular class of position to which they are appointed upon completion of twelve (12) full consecutive years of County employment. Regular Full-Time employees shall receive an increase of six percent (6%) above their current salary rate for the particular class of position to which they are appointed upon completion of twenty (20) full consecutive years of County employment. The total longevity payment shall not exceed six percent (6%).

ARTICLE 4.01 - SICK LEAVE:

Regular full time employees shall accrue .0462 hours of sick leave with pay for each hour regularly compensated hour. All unused sick leave may be carried forward into each ensuing year. There shall be no limit to accumulated sick leave. Sick leave earned

during the first six (6) months of employment shall not be available to the employee until after the expiration of six (6) months.

For the purpose of this Article compensated hour means hours in a paid status, not to exceed the employees regularly scheduled hours.

Sick leave shall only be granted upon approval of the department head in the case of illness of the employee.

All employees shall submit evidence upon request of the department head or designee in the form of a physician's certificate if such absence exceeds three (3) working days or when the department head deems necessary. When an employee is absent from work in each of three successive weeks, or three successive months, the department head may require evidence of illness in the form of a physician's certificate for the most recent illness.

Up to six days sick leave per calendar year may be used to care for an ill member of the immediate family. Immediate family shall mean spouse, child, stepchild, grandchild, parent, stepparent, grandparent, parent-in-law, brother, sister, brother-in-law or sister-in-law who reside in the same household as the employee.

Sick leave shall not be authorized when any of the following conditions exist: (A) Disability arising from willful misconduct; (B) Sickness or disability sustained while on leave of absence without pay; or (C) Inability to work because of illness due to intemperance.

Sick leave may be used for medical and dental office appointments when absence during working hours for this purpose is authorized in advance by the department head. Employees are requested to secure medical and dental appointments on their own time, but where this is not possible, appointments shall be secured to reduce to a minimum the time away from work.

An employee who is on their regularly scheduled vacation and becomes ill may use sick leave for the period of disability provided a physician certifies as to the disability. An employee shall notify their department head immediately of such illness.

No payment for accumulated sick leave shall be made upon termination of employment.

If, in the opinion of the department head, an employee is unable to satisfactorily perform their duties because of possible injury or illness, the department head may require such an employee to be examined by the County physician. Such an employee may be placed on sick leave pending receipt of such proof.

A pregnant employee shall be permitted to utilize their accumulated sick leave for illness or disability caused or contributed by pregnancy, miscarriage, abortion, childbirth or for recovery from any of the foregoing.

An employee who is retired or to be retired due to disability shall no longer be eligible to accrue or use sick leave benefits effective the date of permanent disability.

ARTICLE 4.02 - BEREAVEMENT LEAVE:

Bereavement leave with pay because of death in the employee's immediate family shall be granted not to exceed 40 hours for each instance. However, a department head may authorize more than 40 hours leave based on extenuating circumstances, but all such leave in excess of 40 hours shall be charged to the employee's regular accumulated sick

leave. . Immediate family shall mean spouse, child, stepchild, parent, stepparent, brother, sister grandparent, or grandchild to include spouse's parent, stepparent, brother, sister, grandparent, or grandchild or another relative or person residing in the employee's household.

ARTICLE 4.03 - VACATION:

Accrual Schedule.

1. Regular full time employees shall accrue vacation credit according to the following schedule beginning with the first day of the first mentioned year:

| | |
|------------------|-------------------------------------------------------|
| 0—2 full years | .0385 hours per compensated hour (80 hours per year) |
| 3—12 full years | .0577 hours per compensated hour (120 hours per year) |
| 13—19 full years | .0769 hours per compensated hour (160 hours per year) |
| 20 or more years | .0962 hours per compensated hour (200 hours per year) |

For the purpose of this Article compensated hour means hours in a paid status, not to exceed the employees regularly scheduled hours.

Regular full time employees shall not be entitled to use vacation benefits until they have been employed one full year.

Notwithstanding any other provision of this memorandum, an employee employed less than one full year may be authorized to use donated vacation accruals pursuant to Section 12.02.09, Catastrophic Illness/Injury Leave Policy, of the Glenn County Administrative Manual, when all requirements of that section have been met.

Maximum Accruals. Each regular employee shall be entitled to accumulate the unused portion of vacation time to their credit, provided that an employee shall not be permitted to accumulate credit for vacation in excess of two times their annual accrual.

Employees who on October 1, 2003, exceeded the maximum accruals shall retain those accruals until the vacation is taken or the employee terminates county service.

Compensation for Excess Accruals. An employee who is unable to take his or her scheduled vacation due to unusual and extenuating departmental needs shall, upon request or determination by the department head, be compensated for all vacation hours accrued each month in excess of two times their annual accrual.

Minimum Usage. A department head may require an employee to use up to one half of the vacation hours the employee accrued in that year.

Compensation Upon Termination. Upon termination, an employee shall be entitled to a lump sum payment for any unused or accumulated vacation time.

Scheduling. Vacations shall be scheduled for employees by the department; however, consideration shall be given to effectuation the wishes of those employees requesting specific vacation periods. No scheduled vacation will be canceled except in cases of emergency.

Date Earned. At the completion of one year of employment with the County, in regular full time or regular part-time status, and employee will be credited with 12 months of vacation accrual. Thereafter, they will be credited with their vacation accrual each pay period.

Regular Part Time Employees. Employees in a regular part time position shall accrue and be eligible for vacation benefits in direct proportion as such part time service bears

to regular full time service. However, a regular part-time employee who averages less than twenty (20) hours per week shall not be eligible to accrue vacation benefits.

ARTICLE 4.04 - CATASTROPHIC ILLNESS/INJURY LEAVE PROGRAM:

The County will maintain a voluntary Catastrophic Illness Leave Program. Employees will be allowed to donate vacation time to employees that have exhausted their vacation, compensatory time off, and where appropriate, sick leave benefits.

ARTICLE 4.05 - HOLIDAYS:

A. The following holidays are recognized by Glenn County:

| <u>HOLIDAY</u> | <u>OBSERVED</u> |
|-------------------------------|--------------------------------------|
| 1) New Year's Day | January 1 |
| 2) Martin Luther King Jr. Day | Third Monday in January |
| 3) President's Day | Third Monday in February |
| 4) Memorial Day | Last Monday in May |
| 5) Independence Day | July 4 |
| 6) Labor Day | First Monday in September |
| 7) Veterans' Day | November 11 |
| 8) Thanksgiving Day | That Designated Thursday in November |
| 9) Thanksgiving Friday | The Day After Thanksgiving |
| 10) Christmas Eve | December 24 |
| 11) Christmas | December 25 |
| 12) New Year's Eve | December 31 |
| 13) One Floating Holiday | As agreed to by the Department Head. |

B. These enumerated holidays are vested so that no matter which day of the week they may occur, employees will be paid for them, or receive compensable time off. Employees in Regular Part-Time positions shall accrue and be eligible for holiday benefits as such part-time classification bears to Regular Full-Time service.

C. In lieu of these thirteen holidays employees listed in Exhibit "A", excepting those employees in the classifications of Deputy Probation Officer I, Deputy Probation Officer II, Deputy Probation Officer III, Welfare Fraud Investigator I and Welfare Fraud Investigator II shall have their base hourly rate increased. This increase shall be 5% above the approved, published rate for the employee's step and range.

ARTICLE 4.06 - JURY DUTY:

A regular employee summoned for attendance to any Court for jury duty, excluding Grand Jury duty, shall be deemed to be on duty and shall be entitled to their regular pay, provided they deposit their fees for such service, exclusive of mileage, with the County Treasurer.

ARTICLE 4.07 - WITNESS LEAVE:

A regular employee who appears in Court as a witness arising out of and in the course of their county employment shall be deemed to be on duty and shall be entitled to their regular pay, provided they deposit their fees for such service, exclusive of mileage, with the County Treasurer.

A regular employee who appears in Court as a witness in a private matter shall not be entitled to receive their regular pay during such absence, but may use accrued vacation or compensatory time-off (CTO) for this purpose.

ARTICLE 4.08 - MEDICAL LEAVE/FAMILY LEAVE AND MEDICAL ACT (FMLA)/FAMILY CARE LEAVE - CALIFORNIA FAMILY RIGHTS (CFRA)

- A. **Eligibility.** An employee is eligible for leave under the FMLA or CFRA provided the employee:
1. Has been employed by the County for at least 12 months, and
 2. Has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave.
- B. **Reasons.** Leave is permitted for the following reasons:
1. The birth of a child of an employee, and to care for a newborn;
 2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
 3. To care for a child, parent or a spouse who has a serious health condition; or
 4. Because of a serious health condition that makes the employee unable to perform the functions his/her position.
- C. **Leave Entitlement.** An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. This 12 month period will be measured forward from the date the employee has requested the leave under the FLMA or CFRA. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. A female employee's right to take pregnancy disability leave is not impacted by either the FMLA or the CFRA. Such employees can take the maximum leave provided by both the pregnancy leave law and the medical leave laws.
- D. **Pay Status While on FLMA or CFRA leave.** Leave under the FLMA or CFRA is unpaid; however,
1. Sick leave must be used for an employee's own serious illness, and
 2. Vacation must be used for an employee's own serious illness when sick leave is exhausted and for all other leaves taken under either FLMA or CFRA.
- E. **Health Plan Coverage.** During family and medical care leave the employee's coverage under the County provided group health plan will be treated the same as if the employee had been continuously employed during the leave period.
- F. **Employee's Status While On Family and Medical Leave.** While on family and medical leave an employee retains "employee" status. The leave does not constitute a break in service for purposes of longevity, and or seniority. An employee returning from leave shall return with no less seniority for purposes of layoff, recall, promotion, job assignment and seniority related benefits such as vacation.
- G. **Medical Certification Required To Support A Request For Family Or Medical Leave.** Employees who request leave must provide written certification from the health care provider of the individual requiring care. The medical certification that an employee is needed to care for a family member encompasses serious health conditions of the family member. If the leave request is because of the employee's own serious health condition, the certification must include a statement that the

employee is unable to perform the essential functions of the employee's position. The medical certification must be submitted on the forms developed by the County. Failure to provide the medical certification within 14 calendar days of the request for leave will be grounds for the denial of the leave.

ARTICLE 5.01 - RETIREMENT:

- A. Regular employees of the County shall be members of the Public Employees' Retirement System as provided by law and the terms of the contracts in effect between the County and the Public Employees' Retirement System. Unless required to do so by law, the County shall not revise any benefit provided by the Retirement System to employees or to any other person when such revisions will change present or future retirement system contributions by employees subject to this Agreement; however, such benefit change may be made when agreed to by certified representatives on behalf of employees represented by the Association.
- B. The County shall pay 100% of the employee's contribution to P.E.R.S. for all employees in the classifications listed on Attachment "A".
- C. The County agrees to contract with P.E.R.S. for the Miscellaneous Employees 2.5% @ 55 retirement benefit, Government Code Section 21354.4.

ARTICLE 5.02 - DEFERRED COMPENSATION:

The County agrees to offer the County's Deferred Compensation Program to employees represented by the Association.

ARTICLE 5.03 - UNIFORM ALLOWANCE AND REPLACEMENT COSTS:

The County agrees to provide an annual uniform allowance of \$540 per year to all uniformed employees to pay for the cost of purchase, replacement and cleaning of uniforms. The County shall pay the uniform allowance by increasing the employee's base hourly rate by \$.26.

Effective November 5, 2006, the County agrees to provide an annual uniform allowance of \$832 per year to all uniformed employees to pay for the cost of purchase, replacement and cleaning of uniforms. The County shall pay the uniform allowance by increasing the employee's base hourly rate by \$.40

The County will allow a reimbursement for the reasonable value of personal property and equipment lost or damaged in the performance of their duties. Payment shall be made only if the following conditions are met:

1. The employee must present the original sales receipt for the article to the Department Head. If the original receipt is not available, the officer must present the new sales receipt for the purchase, or a written estimate of replacement cost.
2. The damaged article must be turned in to the Department Head before payment is made, unless for good cause it is not available and the Department Head agrees to waive this condition.
3. A written report relating the reason for the lost or damaged article must be presented to the Department Head. If witnesses are known, their names shall be included in the report.

Uniform allowance shall not be paid to an employee who is on a disability leave or a Leave of Absence (LOA).

ARTICLE 5.04 - BI-LINGUAL-PAY:

The County shall provide Bi-lingual pay at 50 cents per hour provided the employee have both demonstrated proficiency in the language to the satisfaction of the Department Head and whose department head requires them to use a foreign language in the course of their employment. Payment of bilingual pay is at the sole discretion of the Department Head. Assignment or non-assignment of bilingual duties is excluded from Article 7.02 Grievance.

Effective November 5, 2006, the County shall provide Bi-lingual pay at 75 cents per hour provided the employee have both demonstrated proficiency in the language to the satisfaction of the Department Head and whose department head requires them to use a foreign language in the course of their employment. Payment of bilingual pay is at the sole discretion of the Department Head. Assignment or non-assignment of bilingual duties is excluded from Article 7.02 Grievance.

ARTICLE 5.05 - OFFICIAL BADGE:

The County will provide an official badge to every regular full time and regular part time employee hired on or after July 1, 1983. Such badge will be of a design and style prescribed by the Department Head.

ARTICLE 6.01 - LAYOFFS:

Layoff may become necessary because of any shortage in work, lack of funds, material change in organization or for other valid reasons.

A. Layoff by Classification

The determination of which employee(s) shall be laid off first shall be made within the Sheriff's, Probation or Welfare's Department on a classification basis.

B. Determine Length of Seniority

In determining length of classification seniority, all time spent as a regular full time or regular part time employee in the classification and any higher classifications shall be counted as classification seniority.

In computing classification seniority, if the employee separated from the County service and has subsequently returned to the County service, then any and all service prior to the separation shall not be counted in determining classification seniority.

An employee on authorized leave of absence without pay shall retain their seniority but time spent on such leave shall not count towards seniority.

If the previous classification of an employee has been abolished all such time spent in that classification shall count towards the classification seniority of the present classification.

C. Order of Layoff

The order of layoff shall be in reverse order of the employee's classification seniority. Seniority shall be calculated in daily increments. If two (2) or more employees have identical classification seniority status, then such employee(s) shall be laid off in reverse order of their overall County seniority. Layoffs shall be made in the following order:

1. Temporary Employees.
2. Probationary Employees.
3. Permanent Employees.

D. Notice Of Layoff

The County shall give an employee a written layoff notice at least fourteen (14) calendar days prior to layoff. Such notice shall include a copy of ARTICLE 6.01 Layoff, and ARTICLE 7.02 Grievance.

E. Bumping and Demotion In Lieu Of Layoff

A regular help employee who is to be laid off shall have the right to bump an employee of lesser seniority in a class in which they previously held permanent status within the department. If there are two or more employees to be laid off and they opt to exercise this right and request to bump to the same position, then the employee with the greatest classification seniority shall have the right to fill such position. If the classification seniority of these employees is equal, then the employee with the greatest continuous County service seniority shall have the right to fill such vacancy.

F. Promotion to Former Classification

Employees demoted in lieu of layoff shall have first right for promotion back to their former classification when a vacancy occurs.

G. Re-Employment

Employees laid off shall have first right for rehire to their former classification, even if already rehired in another class, for a period up to one year from the date of layoff. The County will notify laid off employees of County vacancies. The refusal of any re-employment offer shall eliminate the responsibility of the County to offer any future employment opportunities to a former employee.

ARTICLE 6.02 - EMERGENCY VEHICLES:

The County agrees to provide safe vehicles as determined by an inspection by the County Service Center or other agency approved by the Sheriff.

ARTICLE 7.01 - DISCIPLINARY ACTION:

Disciplinary action may be taken against any employee by the appointing authority for cause. As used in this section, "disciplinary action" means dismissal, demotion, reduction in pay, or suspension (Not to exceed thirty (30) calendar days.) As used in this section, "appointing authority" means the Board of Supervisors or the appropriate elected official or department head exercising supervisory authority over the employee against whom disciplinary action is taken.

Each of the following constitutes cause for discipline of an employee:

- A. Falsifying personnel records or County records or providing false information concerning employment qualifications.
- B. Incompetence.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Willfully disobeying a reasonable order or refusal to perform the job as required.
- F. In possession of/or under the influence of alcoholic beverages while at work or on County property.
- G. Intemperance.
- H. In possession, in use, under the influence of, or trafficking in habit forming drugs and/or narcotics while at work or on County property.
- I. Unauthorized absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor related to the performance or duties of the job. A plea or verdict of guilty or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be conviction within the meaning of this section.
- K. Indecent conduct which has an adverse effect on the County image.
- L. Discourteous treatment of the public or other employees.
- M. Improper political activity as defined in the Government Code.
- N. Misuse of county property or damage to public or private property resulting from misuse or negligence.
- O. Violation of Conflict of Interest Code.
- P. Abuse or misuse of sick leave, vacation, or other employee benefits.
- Q. Gambling on County premises.
- R. Failure to properly report absenteeism.
- S. Excessive tardiness.
- T. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his or her employment.
- U. Violation of any State law or County ordinance requiring confidentiality of records or information.

The appointing authority may initiate disciplinary action against an employee for just cause by serving upon the employee a written notice of intent to impose disciplinary action. The notice of intent shall be served upon the employee either personally or by

mail and shall include (a) a statement of the nature of the disciplinary action, (b) a statement of the causes therefore, (c) a statement in ordinary and concise language of the acts or omissions upon which the causes are based, (d) copies of all documents and materials upon which the action is based, (e) a statement advising the employee of his or her right to respond to the notice of intent before disciplinary action is taken before seven (7) working days after the date of service, orally, or in writing, or both, (f) a statement advising the employee that if disciplinary action is imposed, they may appeal such action to a qualified arbitrator, by filing a written request of appeal to the Personnel Director for arbitration within thirty (30) calendar days of service of the final determination to impose punishment. A probationary employee shall not have the right to appeal.

SELECTION OF ARBITRATOR

As soon as possible, and in any event, no later than five (5) calendar days after the Personnel Director receives the written request of the desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said five (5) calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the American Arbitration Association or the State Mediation and Conciliation Services by alternately striking names until one name remains. The party to strike the first name shall be selected by lot.

APPEAL

If a request for arbitration is filed, in all cases, an attempt shall be made to mutually agree upon a joint written submission of the issues to be submitted to the arbitrator. If no such joint submission is reached, each party shall submit to the arbitrator its own statement of the issues. The basic issues to be submitted to the arbitrator are as follows: Was (employee's name) disciplined for reasonable cause? If not, to what remedy is (employee's name) entitled under the provisions of the Agreement. The arbitration hearing shall be private unless the appealing employee requests a public hearing. Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence against him or her. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs. Following the hearing, the arbitrator shall consider the evidence presented, shall make findings regarding the existence of cause, and shall within thirty (30) calendar days render a written decision whether the action was or was not with reasonable cause. Should the arbitrator find the discharge, the demotion or suspension was without reasonable cause, the arbitrator shall make a written decision as to the appropriate action to be taken. Copies of the decision and recommendation shall be sent to the employee and the department head and one copy shall be sent to the Personnel Office to be filed in the employee's permanent personnel record. If it is the arbitrator's decision that the department's order should be modified, the employee shall be restored to a position in their former class, subject to forfeiture of pay and fringe benefits for all or a portion of the period of time they were removed from duty by the department head, as determined by the arbitrator. Should the arbitrator find that the department's order of dismissal should be rescinded; the employee shall be reinstated to a position in their former class and shall receive pay and fringe benefits for all of the period of time they were removed from duty by the department. The decision of the arbitrator is final and binding on both parties unless appealed by either party to the County Board of Supervisors who shall retain the authority to make the final and binding decision. Any such appeal must be presented within thirty (30) calendar days.

At all steps of this appeal process, the employee may represent themselves, or they may be represented by a representative of their choosing.

All fees and expenses of the arbitration shall be shared equally by the parties. The Association, by whatever means it deems appropriate, will be permitted to review the action being taken against the employee in the bargaining unit prior to the arbitration hearing and determine whether or not it elects to pay for half of all expenses associated with the arbitration hearing. If the Association elects not to pay their half, then the employee will pay it in advance if they proceed to arbitration. In no event will the County pay more than half the expenses.

ARTICLE 7.02 - GRIEVANCES:

A "grievance" shall be defined as a violation of any law, directive, rule, regulation or article of this Agreement. This Article shall not apply to County rights specified in Article 1.03. There shall be an earnest effort on the part of all parties to settle a grievance promptly through the steps listed below:

STEP I - SUPERVISOR

An employee's grievance must be submitted to their first line supervisor or management representative immediately in charge of the aggrieved employee within seven (7) calendar days after the event giving rise to the grievance or after the employee would be reasonably expected to have knowledge of the event having taken place. The supervisor or management representative will give their answer to the employee by the end of the seventh (7th) calendar day following the presentation of the grievance. Such answer will terminate Step I.

STEP II - DEPARTMENT HEAD

If the grievance is not settled in Step I, the grievance may be advanced to Step II. If advanced, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the remedy sought. The grievance will be signed and dated, and presented to the department head or their designated representative within seven (7) calendar days after receipt of the required answer in Step I. A meeting with the employee, shop steward and department head, or their designee, will be arranged at a mutually acceptable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is presented to the department head or their designee. The department head or their designee will give a written reply to the grievance by the end of the seventh (7th) calendar day following the date of the meeting. Such written reply will terminate Step II. Time limits as set forth above may be extended by mutual agreement between the parties, but neither party may be required to so agree. If the County, or any management representative of the County, fails to respond within the time periods contained above, the grievant may proceed to the next step of the grievance procedure. If the grievant fails to meet the time requirements, the matter is considered to be vacated.

STEP III - ARBITRATION

Within ten (10) calendar days of the department head's decision, an employee may request in writing to the Personnel Director a desire to submit the matter to arbitration.

As soon as possible, and in any event, no later than five (5) calendar days after the Personnel Director receives the written notice of the desire to arbitrate, the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said five (5)

calendar days, an arbitrator shall be selected from a list of five (5) arbitrators submitted by the American Arbitration Association or the State Mediation and Conciliation Services by alternately striking names until one name remains. The party to strike the first name shall be selected by lot.

Either the County or the Association may call any employee as a witness and the County agrees to release said employees from work if on duty. The Association agrees not to call an excessive number of employee witnesses who are on duty.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this Agreement nor any rules, policies or procedures except where State or Federal laws, rules, and/or regulations prevail. The decision of the arbitrator shall be based upon the evidence and arguments presented to them by the respective parties in the presence of each other.

This agreement constitutes a binding agreement between the parties which shall be interpreted and applied by the parties, and by the arbitrator, in the same manner as any other contract.

The decision of the arbitrator shall be rendered in writing within thirty (30) calendar days following completion of the arbitration hearing and shall be final and binding on both parties except that an award of the arbitrator involving reinstatement of back pay or other monetary considerations in excess of the equivalent of two months gross salary may be appealed to the Board of Supervisors whose decision will be final and binding on both parties.

All fees and expenses of the arbitration shall be shared equally by the parties. The Association, by whatever means it deems appropriate, will be permitted to review grievances from employees in the bargaining unit prior to the arbitration hearing and determine whether or not it elects to pay for half of all expenses associated with the arbitration hearing. If the Association elects to not pay their half, then the employee will pay it in advance if they proceed to arbitration. In no event will the County pay more than half the expenses.

An employee may elect to bypass step III of the grievance procedure and request a review and hearing before the Board of Supervisors in closed session. The Board of Supervisors' decision in the matter will be final and binding on both parties.

ARTICLE 8.01 - SEVERABILITY:

If any article or section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of articles or sections should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall, if possible, enter into the meet and confer process for the sole purpose of arriving at a mutually satisfactory legal replacement for such article or section.

ARTICLE 9.01 - DURATION OF AGREEMENT:

The articles in this Agreement shall be effective from October 1, 2006, and shall remain in full force and effect until midnight December 31, 2008. By mutual written agreement of the County and the Association, this agreement may be extended in its entirety after December 31, 2008.

ARTICLE 10.01 - ENTIRE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter within the scope of representation and that the understanding arrived at after the exercise of that right are set forth in this agreement. The express provisions of this agreement for its duration, therefore constitutes the complete and total agreement between the County of Glenn and the Glenn County Peace Officers' Association with respect to wages, hours and other terms and conditions of employment. Any other prior or existing understanding, practice or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Therefore, the County and the Glenn County Peace Officers' Association for the life of this agreement each voluntarily waives the right to compel the other party to negotiate/meet and confer in good faith and waives the right to negotiate/meet and confer in good faith with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement.

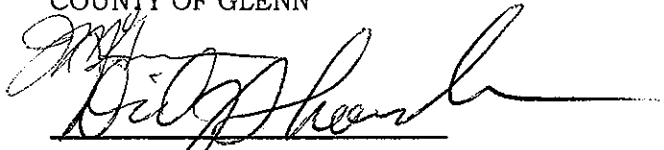
However, should State and/or Federal law preempt this Memorandum of Understanding, or any parts of this Memorandum of Understanding, the parties agree to meet and confer in order to determine what adjustments shall be required in order to conform to the law.

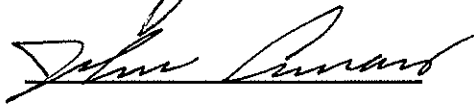
ARTICLE 10.02 LEGISLATIVE COST INCREASES

Should the California Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the County beyond those which exist at the time this Agreement is executed, the County or the Association may reopen this agreement to meet and confer on the impacts of this legislation. "Legislation benefiting employees or immediate families of employees" includes but is not limited to pensions or other retirement benefits, workers compensation or other disability programs, sick leave, holidays, other paid leaves, uniform or clothing allowances, training, certification or educational incentive compensation.

- END -

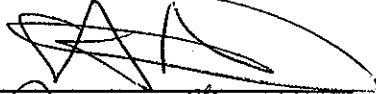
COUNTY OF GLENN

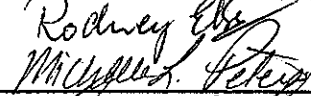






DATE: 11/15/06

GLENN COUNTY PEACE OFFICERS ASSOCIATION



Rodney Eber


Michael S. Peters


Sam Zerk



DATE: 11/15/06

ASSOCIATION RATIFICATION

Ratified by the Glenn County Peace Officers Association on this 6th day of November 2006.

11/15/06

(DATE)



President, Glenn County
Peace Officers' Association

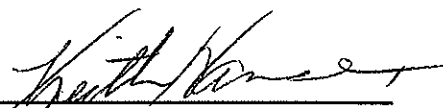
COUNTY RATIFICATION

Ratified by the Glenn County Board of Supervisors this 7th Day of November 2006.

Minute Order No. 24b(1)

November 21, 2006

(DATE)



Chairman, Glenn County
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

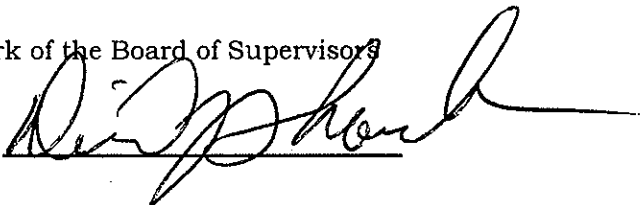
By: 

EXHIBIT "A" -- POA CLASSIFICATIONS AND PAY RANGES

| Classification | Range | Hourly Rate Step E |
|----------------------------------|--------------|-------------------------------|
| Baliff | 247 | \$15.45 |
| Civil Process Technician | 247 | \$15.45 |
| Deputy Probation Officer I | 260 | \$16.49 |
| Deputy Probation Officer II | 280 | \$18.20 |
| Deputy Probation Officer III | 300 | \$20.12 |
| Deputy Sheriff Trainee | 252 | \$15.80 |
| Juvenile Hall Counselor I | 239 | \$14.85 |
| Juvenile Hall Counselor II | 250 | \$15.66 |
| Sherriff's Correctional Corporal | 282 | \$18.36 |
| Sherriff's Correctional Officer | 252 | \$15.80 |
| Sherriff's Correctional Sergeant | 307 | \$20.81 |
| Welfare Investigator I | 276 | \$17.84 |
| Welfare Investigator II | 306 | \$20.70 |

Effective November 5, 2006

| Classification | Range | Hourly Rate Step E |
|----------------------------------|--------------|-------------------------------|
| Baliff | 259 | \$16.39 |
| Civil Process Technician | 259 | \$16.39 |
| Deputy Probation Officer I | 272 | \$17.50 |
| Deputy Probation Officer II | 292 | \$19.35 |
| Deputy Probation Officer III | 312 | \$21.36 |
| Deputy Sheriff Trainee | 264 | \$16.82 |
| Juvenile Hall Counselor I | 251 | \$15.73 |
| Juvenile Hall Counselor II | 262 | \$16.66 |
| Sherriff's Correctional Corporal | 294 | \$19.53 |
| Sherriff's Correctional Officer | 264 | \$16.82 |
| Sherriff's Correctional Sergeant | 319 | \$22.12 |
| Welfare Investigator I | 288 | \$18.95 |
| Welfare Investigator II | 318 | \$22.02 |

EXHIBIT "A" -- POA CLASSIFICATIONS AND PAY RANGES (Continued)

Effective July 1, 2007

| Classification | Range | Hourly Rate Step E |
|----------------------------------|--------------|-------------------------------|
| Baliff | 269 | \$17.25 |
| Civil Process Technician | 269 | \$17.25 |
| Deputy Probation Officer I | 282 | \$18.36 |
| Deputy Probation Officer II | 302 | \$20.32 |
| Deputy Probation Officer III | 322 | \$22.45 |
| Deputy Sheriff Trainee | 274 | \$17.67 |
| Juvenile Hall Counselor I | 261 | \$16.57 |
| Juvenile Hall Counselor II | 272 | \$17.50 |
| Sherriff's Correctional Corporal | 304 | \$20.51 |
| Sherriff's Correctional Officer | 274 | \$17.67 |
| Sherriff's Correctional Sergeant | 329 | \$23.23 |
| Welfare Investigator I | 298 | \$19.92 |
| Welfare Investigator II | 328 | \$23.11 |

Effective July 13, 2008

| Classification | Range | Hourly Rate Step E |
|----------------------------------|--------------|-------------------------------|
| Baliff | 279 | \$18.09 |
| Civil Process Technician | 279 | \$18.09 |
| Deputy Probation Officer I | 292 | \$19.35 |
| Deputy Probation Officer II | 312 | \$21.36 |
| Deputy Probation Officer III | 332 | \$23.59 |
| Deputy Sheriff Trainee | 284 | \$18.55 |
| Juvenile Hall Counselor I | 271 | \$17.42 |
| Juvenile Hall Counselor II | 282 | \$18.36 |
| Sherriff's Correctional Corporal | 314 | \$21.58 |
| Sherriff's Correctional Officer | 284 | \$18.55 |
| Sherriff's Correctional Sergeant | 339 | \$24.45 |
| Welfare Investigator I | 308 | \$20.92 |
| Welfare Investigator II | 338 | \$24.32 |

EXHIBIT "B" -- PAY TABLE

See County Pay Table attached.

EXHIBIT "C" - SIDE LETTERS

SIDE LETTER I - Agreement to Re-open on Health Plan Providers

The parties agree that notwithstanding any other provision of this MOU; should the need arise, either party may re-open this agreement for the sole purpose of meet and confer over providers of Healthcare.

**SIDE LETTER II - Agreement to Establish a Joint Labor Mangement
Committee to Explore Alternative Benefit Options**

The parties agree that notwithstanding any other provision of this MOU; that during the term of this agreement a joint labor management committee will be formed to explore alternative benefit options.

ADDENDUM 1 Memorandum of Understanding between the County of Glenn and the Glenn
County Peace Officers' Association 10/1/06 through 12/31/08

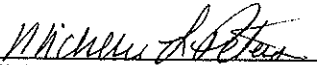
The Memorandum of Understanding Between the County of Glenn and the Glenn County Peace
Officers' Association 10/1/06 through 12/31/08 is amended as follows:

Article 2.01.01 B County.

Effective with the January 1, 2008, premium the County shall contribute towards the
monthly health insurance premium for members of this unit 90% of the employee only
premium for the Blue Shield Access+ HMO health plan. The County contribution for the
Employee +1 and Employee + 2 rates will be increased by the amount of the Employee only
rate increase. The employee shall pay the premium amount in excess of the County's
contribution.

ASSOCIATION RATIFICATION

Ratified by the Glenn County Peace Officers' Association on this 19 day of December
2007.

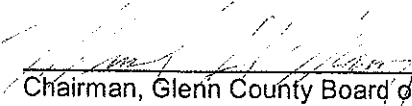

Michelle Peters
President

DATE: 1/2/08

COUNTY APPROVAL

Approved by the Glenn County Board of Supervisors the 3rd day of January 2008.

Minute Order No. 4(c)


Chairman, Glenn County Board of Supervisors

DATE: 1-3-08

ATTEST:
Clerk of the Board of Supervisors

By: 