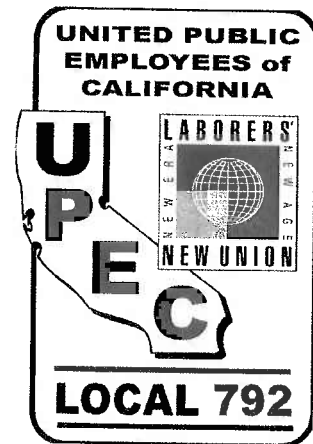


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SHASTA
AND THE
UNITED PUBLIC EMPLOYEES OF CALIFORNIA
SHASTA COUNTY PROFESSIONAL UNIT



May 1, 2006 - APRIL 30, 2010

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ARTICLE 1. PARTIES.

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the United Public Employees of California, Local 792, LIUNA, AFL-CIO (hereinafter referred to as "Professional Unit, UPEC, or Union"), representing the County's Professional Bargaining Unit.

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

ARTICLE 2. AUTHORIZED AGENTS.

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

2.1. County's principal authorized agent shall be:

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

2.2. Union's principal authorized agent shall be:

Business Manager
United Public Employees of California (UPEC), Local 792
1860 Park Marina Drive
Redding, CA 96001
Telephone: (530) 245-1890
FAX #: (530) 246-1651

ARTICLE 3. RECOGNITION.

The County recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time employees (½ time or more) in the Professional Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

ARTICLE 4. TERM.

4.1. **TERM.** The term of this agreement, ratified by the unit on May 10, 2006 and approved by the Board of Supervisors on May 23, 2006 is from May 1, 2006 to and inclusive of April 30, 2010, except as otherwise provided. Unless otherwise provided herein, any changes caused by the approval of this agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board. During the month of January 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.** 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.

ARTICLE 5. UNION RIGHTS.

5.1. RELEASE TIME.

A. **Stewards.** The County shall recognize up to six (6) 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.

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 three (3) employees on released 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 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. **PAYROLL DEDUCTION.** The Union shall have regular dues, service fees, and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form acceptable to the County Auditor-Controller. The County shall make the deductions and provide reports of these transactions to the Union.

5.5. **PERSONNEL REPORTS.** The County will, to the extent practicable, provide, upon

request with reasonable advance notice, the Union with the Employee Roster Index and the New Hires and Termination Listing. The County shall provide these reports when they are published.

ARTICLE 6. AGENCY SHOP AND PAYROLL DEDUCTION

6.1. **REPRESENTATION OBLIGATION.** UPEC agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in classifications in the Professional Unit.

6.2 **AGENCY SHOP.** The Union has achieved Agency Shop through implementation of Government Code Section 3509 by election. As a result all employees in this unit must either join the Union and pay dues or pay an Agency Fee to the Union in lieu of Union dues. Agency Fee shall remain in effect until unit employees remove the obligation through a majority vote of those in the unit to rescind it according to the appropriate provisions of the Government Code.

6.3. **PAYROLL DEDUCTION.** All employees in the Professional Unit shall complete the County approved form authorizing payroll deduction and return the form to the Payroll Office. Should an employee fail to provide a form authorizing payroll deduction for Union Dues or Agency Fee, the Union shall have the authority to pursue such payment directly or by other legal means.

6.4. **RELIGIOUS OBJECTION.** Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support UPEC. Such an employee shall authorize a payroll deduction in an amount equal to the Agency Fee to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Payroll deductions under this section shall only be authorized for such organizations which have been approved by the County Auditor in accordance with Section 3502.5(a) of the Government Code.

Each person requesting exemption from payment of the Agency Fee under this provision shall file a claim with UPEC on a form provided by UPEC and approved by the County. A claim for religious exemption must be filed within thirty (30) days of the hire date or other action bringing an employee into the Professional Unit. Claims received after the thirty (30) day period will not be considered.

Should an employee request an exemption from payment of the Agency Fee because s/he asserts s/he has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting public employee organizations, the employee must file a claim for religious objection within thirty (30) days on a form provided by UPEC and approved by the County.

UPEC shall review all claims for religious exemption and notify the employee and the Payroll Office of approval or denial of the claim within thirty (30) days of receipt by UPEC. An employee's sole remedy for reconsideration shall be with UPEC.

6.5. **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 classifications in the Professional 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.

6.6. **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.

ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES.

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

- A. To manage and direct its business and personnel.
- B. To manage, control, and determine the mission of its departments, building facilities, and operations.
- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part.
- D. To subcontract or discontinue work for economic or operational reasons.
- E. To lay off employees.
- F. To direct the work force.
- G. To increase or decrease the work force and determine the number of employees needed.
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees.
- I. To establish work standards, schedules of operation and reasonable work loads.
- J. To specify or assign work requirements and require overtime.
- K. To schedule working hours and shifts.
- L. To adopt rules of conduct and penalties for violation thereof.
- M. To determine the type and scope of work to be performed by County employees and the services to be provided.
- N. To classify positions.
- O. To establish initial salaries of new classifications after notification of the Union.
- P. To determine the methods, processes, means, and places of providing services.
- Q. To take whatever action necessary to prepare for and operate in an emergency.

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

7.3. The exercise of such rights shall not preclude the 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, registered domestic partner or marital status or any other characteristic protected by state or federal law. Discrimination on the basis of sex, age, medical condition or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.

Employees shall have the right to form, join and participate in the activities of the 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 state law enforced by the Department of Fair Employment and Housing (DFEH) . 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/DFEH 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/DFEH.

The parties recognize that circumstances surrounding ADA/DFEH 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 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. **SALARY INCREASE.** The County will implement wage adjustments as follows (also refer to Attachment B):

<u>Percent Increase</u>	<u>Effective Date</u>
Four percent (4%)	April 30, 2006
Three percent (3%)	April 29, 2007
Four percent (4%)	April 27, 2008
Three percent (3%)	April 26, 2009

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 Office;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. So perform for a period in excess of eighty (80) work hours without interruption; and
5. Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a semi-annual basis.

B. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

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

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

E. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

9.4. **PREMIUM PAY**

A. An employee in the classification of Registered Nurse (Public Health), when designated by the Public Health Officer to perform health education duties relating to

AIDS and venereal disease control on a regular basis, shall receive an additional five percent (5.0%) of base salary while performing such duties.

B. When an incumbent working in a Clinical Psychologist II/III or Mental Health Clinician II/III classification is assigned to work in a "team leader" capacity with a group of employees that includes clinical staff specifically designated as a team by department management, the incumbent will receive an additional 5% of base pay while working in such capacity.

9.6. **SHIFT DIFFERENTIAL.**

A. Unless covered by 10.2.B, employees, other than the classes of Staff Nurse I and Staff Nurse II, who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. Employees assigned as Staff Nurse I and Staff Nurse II, who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty-five cents (\$0.65) per hour as shift differential premium. To be eligible for swing shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

B. Unless covered by 10.2.B, employees, other than the classes of Staff Nurse I and II, 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. Employees assigned as Staff Nurse I and Staff Nurse II, who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional ninety-five cents (\$0.95) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or prior to 9:00 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.

C. Unless covered by 10.2.B, an employee who works a shift of other than eight (8) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 p.m. and midnight, and an additional eighty-five cents (\$0.85) for each hour worked between midnight and 8:00 a.m. 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.

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 AM Sunday.

B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be

established by the department head on either Monday or Friday for the purpose of minimizing overtime liability. The National Labor Relations Board (NLRB) has certified UPEC as "Bona Fide" for a 7(b) exception under the Fair Labor Standards Act (FLSA) for a "basis other than 40 hours in 7 days" for overtime computation. The County will reconcile actual hours worked against the requirements of the FLSA on an annual (2080 hours) basis. This allows for overtime period as cited in certain sections below.

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 eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. The Mental Health Director may establish a twelve-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 12-hour shift schedule. Pay for work on a holiday will consist of eight hours holiday, four hours regular, and eight hours of holiday overtime.
2. Any return to the standard 5/8 schedule shall remain at the discretion of Mental Health's management and may be implemented upon a minimum of fourteen (14) days prior notice to the employee and Association or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.
3. Overtime shall be based upon hours worked over eighty-four (84) hours in a biweekly pay period for employees assigned to 12-hour shifts. Thus, seven shifts would consist of (eighty) 80 hours of straight time base pay and four (4) hours of straight time overtime pay.
4. Community Mental Health Workers who are regularly assigned to a twelve-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 (RN, LVN, and LPT) who are regularly assigned to a twelve-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.

C. 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 Administrative Officer with notice to the Personnel Office 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 end of the fourteen 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. In no case shall an employee on an alternative work schedule receive more than eight (8) hours of holiday pay per holiday or receive premium holiday overtime credit for working on a holiday for work beyond eight (8) hours
4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).
5. For non-FLSA exempt employees, overtime will be calculated on hours worked over forty (40) hours per week or eighty (80) hours per pay period.

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 County Administrative Officer, with notice to the Personnel Office and the Union.
2. The department head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

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

10.5. **MEAL PERIODS.** An unpaid meal period of at least one-half hour and up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted 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 in Section J below must be expressly approved by the department head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

B. Except as indicated in Section 10.2.B and Sections C, D, and J 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 Section 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 [40] hours at time-and-one-half). The department head may, upon the request of an employee and

with the concurrence of the Personnel Director, extend the limit on accumulated compensatory time off in excess of sixty (60)-hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

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

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

10.7. **STANDBY**

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

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

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;
4. Respond to call backs during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;
5. Refrain from activities that impair his/her ability to perform assigned duties;

6. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;
7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

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

- 10.8. **CALLBACK FROM STANDBY.** Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be one (1) hour. 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.

- 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 Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended up to an additional eighty (80) work hours by the Personnel Director.

10.12 **ATTORNEYS TIME OFF (ATO).** The County agrees to provide eighty (80) hours per calendar year (prorated) to full time Attorneys in this unit to be used upon request to and approval by Department Management. If not used or cashed out under the annual vacation cash out provision provided in 13.9.C.2, it shall be forfeited at the end of the calendar year. It shall have no other cash value nor shall it accumulate from year to year if not utilized.

ARTICLE 11. HEALTH AND WELFARE BENEFITS.

11.1. **MEDICAL PLAN.** Employees and their eligible dependents may select medical insurance coverage from the available options under the County-approved Blue Cross EPO or PERS Medical Plans. Eligibility, participation and enrollment shall be in accordance with the requirements set forth by PERS.

11.2. **DENTAL PLAN.** The County will provide a dental plan for all regular full time and regular part time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by Delta Dental. The County will adjust its monthly contribution to the dental premium by up to \$5.00 effective with the paycheck of June 2006, June 2007, June 2008, and June 2009 should the Dental rates increase or decrease by that amount. Rate increases greater than those amounts will be absorbed by the employee.

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

11.4. **CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.** The County maximum health contributions to the PERS-approved medical and the County maximum dental contributions during the term shall be:

<u>Category</u>	<u>Monthly Medical Contribution</u>	<u>Monthly Dental Contribution</u>
<i>Effective first paycheck in December 2005</i>		
Employee Only	\$420.61	\$17.65
Employee + 1	\$528.52	\$28.38
Employee + Family	\$663.36	\$37.61

In 2007, 2008, 2009, and 2010, the County will increase its contribution by an amount equal to 100% of the Employee-only medical premium cost and 50% of the increases in the dependent costs of PERS Choice (or equivalent plan). The employee will pay that portion of the premium not contributed by the County.

Employees' contribution to Retiree/Admin Fee. Except as provided in this Article any additional contribution necessary for the medical and dental plans and the retiree/administrative fee shall be paid by the employee through payroll deduction. The retiree/administrative fee under the PERS Medical Plans shall be increased to \$42.92 bi-weekly effective for April 2006 medical premiums. The County shall pay 100% of the fee, with the employee reimbursing the County for 30% of the fee on a bi-weekly basis. Increases in the Retiree/Admin Fees per pay period shall occur as follows:

<u>Retiree/ Admin Fee</u> <u>Effective</u>	<u>100% of Fee</u>	<u>30% of Fee</u>
April 2006	\$42.95	\$12.88
January 2007	\$51.30	\$15.39
January 2008	\$61.36	\$18.41
January 2009	\$71.37	\$21.41
January 2010	\$TBD*	\$TBD

* To be determined prior to 12/01/09.

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

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

11.6. **LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.** The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the unit.

11.7. **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.

11.8. **COUNTY CONTRIBUTIONS WHILE ON LEAVE.**

A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

- 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.

11.9. **IRS SECTION 125 BENEFIT PLAN.** 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 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.

ARTICLE 12. RETIREMENT.

12.1. **PERS MISCELLANEOUS EMPLOYEES.** The County shall provide all eligible miscellaneous employees under PERS the 2% @ age 55 service retirement formula. The County shall pay all of the employer contributions associated with this formula as determined by PERS.

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

A. Employees shall participate by contributing, through payroll deductions, the employee contribution of seven percent (7%) on wages subject to PERS contributions. After three (3) continuous years of service, at the beginning of the following pay period the County shall contribute on behalf of the employee the employee contribution of seven percent (7%) on wages subject to PERS contributions. Employees who separated from employment with Shasta County withdrew their contributions and return to employment will be required to pay the employee's share of PERS until three years of total County service is reached after return. Employees who separated from employment with Shasta County after January 1, 1999 and retained their PERS contributions on deposit and return to employment will be subject to the payment of the employee's share of PERS for that portion of the three years, if any, which they had not yet served during previous employment with the County.

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

12.3. **DETERMINATION OF FINAL COMPENSATION**

Change as of January 8, 2006. County amended its PERS miscellaneous contract to provide the members of this bargaining unit with the "single highest year" retirement formula.

12.4. **USE OF VACATION.** An employee in a paid status immediately prior to retirement may

remain on the payroll and use accumulated vacation time until such accruals are exhausted. Once the employee has provided notice of retirement and commenced pre-retiree vacation leave, the employee may not return to work status. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation.

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 12, Lincoln's Birthday
- 4 - The third Monday in February, Presidents' Day
- 5 - The last Monday in May, "Memorial Day"
- 6 - July 4th, Independence Day
- 7 - The first Monday in September, "Labor Day"
- 8 - November 11, Veterans Day
- 9 - The fourth Thursday in November, "Thanksgiving Day"
- 10 - The day following Thanksgiving Day
- 11 - December 24th
- 12 - December 25th

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

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

D. **Observed Holidays.** The official holidays listed above shall be treated as observed holidays when the following occur:

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

E. **Work On An Official Holiday.**

1. Unless on an approved Alternate Work Schedule, a regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in Section A., shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours (maximum of 8 hours) as full compensation for the official holiday. At employee's choice, the time and one-half portion may be taken in pay or as Holiday Credit subject to the provisions of this article.

2. Unless on an approved Alternate Work Schedule, a regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation (maximum of eight hours) for the entire shift if the majority of hours worked (50% or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

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

G. Holiday Compensation.

1. Those employees working a five-day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.

2. Those employees not working a five-day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.

3. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the department head may, upon the request of the employee and with the concurrence of the Personnel Director, extend the limit on accrued holiday time.

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

13.2. SICK LEAVE.

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

B. Usage. Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. No paid sick leave may be taken

prior to the completion of three (3) months of continuous service.

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

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

<u>Years of Service</u>	<u>% of Accrual Eligible</u>	<u>Maximum Cash Payment</u>
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 1/2%	\$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 13.4. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless s/he repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

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

13.6. **BEREAVEMENT LEAVE.**

A. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided however, that not more than two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the department head; provided further that such leave with pay shall not be authorized for

time expended in business or estate matters. Immediate family means husband, wife, registered domestic partner father, mother, son, daughter, sister, brother, grandparent, or grandchild, step parent, step child, step sister, step brother, step grandparent or step grandchild.

B. Verification of Bereavement Leave. Satisfactory proof of death may be required at the discretion of the department head for any use of Bereavement Leave.

13.7. JURY DUTY.

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

B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.

C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

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 vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<u>Years of Continuous Service</u>	<u>Vacation Hours Accrued per Hour</u>	<u>Equivalent Days per Year</u>	<u>Maximum Hours Accrued</u>
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
2. The maximum time limits for vacation accrual may be extended by the appointing authority according to standards in the Personnel Manual.
3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

C. Payment for Vacation.

1. **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence (other than temporary military leave for a period not exceeding six months) shall be paid off for any accrued but unused vacation.
2. **Annual Payment.** During each calendar year, an employee may choose to receive payment for up to twenty (20) hours of accrued vacation leave, DATO or compensatory time. Payments shall be at the base hourly rate only, no add-ons. Request for payment may be made in November or December of each year. Such payment shall be made during the month of November or December and will be granted only if the employee has taken at least forty (40) hours of vacation / compensatory time during the calendar year.

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

E. Use At Retirement. Persons retiring under the provisions of the Public Employees' Retirement System may remain on the payroll on vacation status until such accrued vacation time for which they are eligible has been exhausted. An employee using vacation time prior to retirement shall not accrue additional leave balances while exhausting existing vacation, nor return to a working status once vacation leave has commenced.

F. Leave Balance Payout on Retirement. County agrees to allow employees who have significant payout of leave balances available on retirement from County service to receive such payout in installments under a IRC 401(a) provision.

ARTICLE 14. WORK-RELATED EXPENSES.

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

14.2. **BAR DUES.** The County will provide full payment of the total dues required in order for attorneys to continue membership in the California Bar.

14.3. **REIMBURSEMENT MEALS AND TRAVEL EXPENSES.** (Refer to Chapter 21 of the Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement)

ARTICLE 15. PROBATIONARY PERIOD.

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

15.2. **PROMOTIONAL PROBATION.** Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class. 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) months probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal. An employee on this type of probationary period shall receive a six-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.

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:

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

16.3. BASIS FOR OTHER TERMINATION FOR CAUSE.

- A. 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. An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections 16.5 A, B, and the introductory paragraph of C only. (Not disciplinary in nature).

16.4. **TYPES OF DISCIPLINE.** The types of discipline recognized for purposes of applying one of the appeal procedures under this Article are:

A. **Written Reprimand.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file. An employee receiving a written reprimand may, within ten (10) calendar days, appeal such action to the department head, or designee. Within ten (10) calendar days thereafter, the department head, or designee shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

B. **Intermediate Disciplinary Action. Suspension without pay, demotion, or reduction in base pay.** Within ten (10) calendar days, 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. If any proposed disciplinary action is to be implemented, the decision shall include the specific findings made against the employee, the effective date of the action, and reference to this article regarding possible further appeal.

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

C. **Severe Disciplinary Action.** Discharge. 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.** Employees covered by the State Merit System must choose whether to use those procedures and appeal processes afforded by that system or the procedures contained within this Memorandum of Understanding. For all other employees and those Merit System employees choosing to follow the procedures contained herein, the below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

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

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;

5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

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

B. Employee's Response.

1. Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final action cannot be presented in any subsequent proceeding.

2. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

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

1. This statement shall clearly inform the employee that s/he, through the Union, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in section D. below or the Board of Employee Appeals pursuant to the Personnel Manual, to contest the action of the management representative. The request must be filed by the employee, through the Union with the Personnel Director.

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

D. **Appeal of Discharge.** Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five-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 five (5) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Union may jointly agree to schedule the matter for review by the Personnel Director and/or mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such review and/or mediation would be scheduled prior to a hearing before the Arbitrator with the goal of resolving the issue prior to the formal hearing before the Arbitrator.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.

2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.

3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.

4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, s/he may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he will testify truthfully.

5. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.

6. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the 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. S/he shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one session without the mutual consent of the County and the 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 only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

16.7. **RIGHT TO REPRESENTATION.** An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Union, an employee representative, or an attorney retained by the employee at the employee's expense.

ARTICLE 17. MISCELLANEOUS PROVISIONS.

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

17.2. **WORK REASSIGNMENTS/LAYOFF PERIOD.** If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one 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, PERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

17.6. **ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY.** County has implemented an Alcohol Free and Drug Free policy in the Sheriff's Department which augments the normal County policy with regard to those subjects. 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.

17.7. **INVESTIGATION INTO PERS CREDIT FOR EXTRA HELP TIME.** The parties agree to continue to investigate the ability of employees who have worked as Extra Help employees to purchase PERS service credit for that time. Should the County be satisfied that it will suffer no negative effects as a result of allowing such a purchase (including any extra cost or loss of

flexibility) it will make arrangements to allow such purchase.

17.8 **SAFETY REPORTING.** The Shasta County Injury Illness Prevention Program Policy (IIPP) (available on the Support Services / Risk Management Intranet web side for reference) states that "County Employees are responsible for ensuring their own safety and the safety of others by: 3. 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 or 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 Manual, which adversely affects the grievant.

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

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

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 s/he receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

18.3. Formal Process.

A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager (or designee) shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.

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 which shall act as neutrals, shall consist of three (3) members as follows:

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

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

F. Proof of service shall be accomplished by certified mail or personal service.

G. The County Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the County Personnel Office.

18.6. **Complaint Procedure.** An employee may bring non-grievable items to the attention of the department head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Personnel Director 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, sitdown, 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 rules, regulations, policies and general working conditions governing

