

MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND THE TRINITY COUNTY MISCELLANEOUS PEACE OFFICER UNIT

October 1, 2002

*LPM
New
Office*

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Introductory Clause

The following constitutes a master agreement between the County of Trinity, a political subdivision of the State of California (COUNTY), and the Trinity County Miscellaneous Peace Officer Unit (ASSOCIATION), concerning wages, hours and other terms and conditions of employment, and shall be effective commencing October 1, 2002, subject to the condition precedents as set forth in Article X, Section 1.

PREAMBLE

WHEREAS, the COUNTY and the ASSOCIATION, through their respective duly appointed negotiating teams, met and conferred in good faith as defined in Section 3505 of the California Government Code, regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the COUNTY and the ASSOCIATION previously entered into a Memorandum of Understanding for the period of July 1, 2001 through December 31, 2002, which sets forth the rights of the ASSOCIATION and the COUNTY with regards to the terms of employment of members of the ASSOCIATION and other matters; and

WHEREAS, the parties have reached an agreement regarding salaries and benefits for the period of October 1, 2002 through December 31, 2008; and

WHEREAS, the parties desire to set forth in this document all terms and conditions of employment, which will continue in effect after December 31, 2008, and supercedes all prior agreements.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

- Employer: The term "employer" as used herein shall refer to the County of Trinity.
- Association: The term "Association" as used herein shall refer to the Trinity County Miscellaneous Peace Officer Unit.
- Employee: The term "employee" as used herein shall mean all probationary and permanent regular part-time, full-time, and full-time/part-time employees in classifications of the unit represented by the Association. The term "employee" does not include "extra

help" employees as that term is defined by County Code.

Parties: The term "parties" as used herein shall refer to the County of Trinity and the Trinity County Miscellaneous Peace Officer Unit jointly.

New Hire: The term "new hire" as used herein shall mean persons who were not previously employed by the County of Trinity for a period of one or more consecutive years, during the five years prior to the date of reemployment.

In addition to the above, the Trinity County Personnel Ordinance, Article II, Definitions, Section 2.60.100 shall apply when those terms are used in this Agreement.

ARTICLE II RECOGNITION

The County recognizes the Association as the sole and exclusive representative for the bargaining unit consisting of the regular part-time, full-time, and full-time/part-time classifications as listed on Appendix A attached hereto which is hereby incorporated by reference.

ARTICLE III RIGHTS OF PARTIES

Section 1 - County Rights

The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action, relieve its employees from duty because of lack of work, or for other legitimate reasons, to maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the specifications of job classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2 - 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 on all matters of employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the County also shall have the right to refuse to join and participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the County or by any employee organization, because of his/her exercise of these rights.

Employees who are members of the Union may terminate membership only after six months of enrollment. Termination may be effective only in the first week of January and July of each year, while employed by the County.

Section 3 - Association Rights

The Association shall have the following rights and responsibilities:

A. Reasonable advance written notice of any County ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Trinity County Board of Supervisors.

B. Reasonable use of designated County bulletin boards at County work facilities.

C. The right to payroll deductions made for payments of organization dues for Association members, and service fees for non-union members.

D. The right to represent its members before the Board of Supervisors or its authorized representatives with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.

E. The use of County facilities for Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

F. The right to obtain copies of meeting agendas of the Board of Supervisors at a reasonable cost.

G. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

H. There shall be no discrimination because of race, creed, color, national origin, gender, or sexual orientation, of any Association activities allowed by law, against any employee by the County or anyone employed by the County; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age.

I. Employee representatives of the Association are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. This shall not be construed to entitle employees to have time off to act as a representative or steward in any discipline or grievance proceedings.

J. It is acknowledged that nothing contained in this agreement is a waiver by the Association of its right to meet and confer on any proposed changes by the County of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE IV COMPENSATION AND BENEFITS

Section 1 - Incorporation of General Provisions of Trinity County Code

Except as to terms expressly provided herein, all the provisions of Article VIII of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference. A copy of the Code is attached hereto as Appendix B.

Section 2 - Salary

A. The Classification and Compensation Study prepared by R & G Consulting dated May 2002 as modified by the Association and the County shall be implemented as follows:

1. Commencing October 1, 2002, the entire recommended internal salary relationship plus one-third (1/3) of the salary adjustment, based on the external salary survey,

rounded up or down to the closest range within the salary table.

2. Commencing January 1, 2004, an additional one-third (1/3) of the salary adjustment, based on the external salary survey, rounded up or down to the closest range within the salary table.

3. Commencing January 1, 2005, the final one-third (1/3) of the salary adjustment, based on the external salary survey, rounded up or down to the closest range within the salary table.

B. On January 1, 2006 there shall be an eleven percent (11%) Cost of Living Increase. On January 1, 2007, there shall be a three percent (3%) Cost of Living Increase. There will be no Cost of Living Adjustment in 2008 when the new retirement program is implemented.

C. On January 1st of any year, salary increases can be applied entirely or in part to increase the Union Industrial Pension contribution, based on a majority vote of the unit members provided that the vote is completed prior to January 1st in order to meet IRS requirement that the salary increase is not constructively received. Increases applied to pension contributions will be treated the same as salary increases for the purposes of future Cost of Living Adjustment and salary calculations.

The provisions for salary set forth in this section shall remain in effect until December 31, 2008. The salary in effect on December 31, 2008 shall continue in effect without any increases after that date until modified by an amendment to this Agreement reached in compliance with Section 3505 of the California Government Code.

County may increase salaries above the levels in the agreement after notice and discussion with the Union for recruitment, retention, or other operation reasons.

Section 3 - Shift Differential Pay

The provisions within this Section are effective as to Juvenile Counselors commencing January 1, 2003.

A. Swing Shift: Employees working a shift with at least fifty percent (50%) of the shift falling after 4:00 p.m. and before 12:00 midnight, shall receive an additional fifty cents (\$.50) per hour for all hours worked on the shift.

B. Night Shift: Employees working a shift with at least fifty percent (50%) of shift falling after 12:00 midnight and before 8:00 a.m. shall receive an additional

seventy-five cents (\$.75) per hour for all hours worked on the shift.

Section 4 - Standby Pay

The following designated classes shall be eligible for on-call compensation: Probation Officers and Juvenile Counselors. Standby/On-Call pay for said designated classes shall be Two Dollars and Fifty Cents (\$2.50) per hour on an hour for hour basis.

Section 5 - Call Back Minimum

Employees on standby/on-call who are called back to work at a time they are not scheduled to work shall receive a two (2) hour minimum. The two (2) hour minimum shall not be applicable in the case of an employee called back to work less than two (2) hours from the beginning of the employee's regularly scheduled shift. In cases where there is less than two (2) hours from the beginning of the employee's regularly scheduled shift and the time the employee was called out, the employee shall be provided compensation from the time the employee was called out and the beginning of the regular work shift. Compensation for the call back after a shift has been completed shall only take place when an employee is called back to the work site after substantially having left the work site.

Section 6 - Establishment of Bi-Weekly Payroll

Upon approval by all bargaining units, County shall build in a payroll lag and establish a bi-weekly payroll system.

Section 7 -Medical and Life Insurance

A. County shall pay the entire premium for full-time employee only PERS Choice medical insurance. The premium for part-time employees shall be pro-rated. Said premium to commence on the 1st of the month following the month of employment for each employee. County may change medical insurance programs during the term of this contract, and shall pay the premium for employee medical insurance with comparable coverage to PERS Choice upon change in policies.

B. County shall pay the entire premium for employees' life insurance with \$42,000 coverage for the Assistant Chief Probation Officer, District Attorney's Investigator and Undersheriff, and \$25,000 coverage for all other classifications within the Association, employee only VSP vision insurance coverage and family dental insurance coverage with Delta Dental. Said premiums to commence on the 1st of the month after each employee has completed six (6) months of employment. County may change insurance

providers during the term of this agreement provided the benefits provided are equal to those currently in effect.

C. Any employee that elects not to participate in the County medical plan shall receive \$160.00 (less 14% for County contributions) for the medical component of the flexible benefit plan for use in other flexible benefit options, or shall be paid said sum as salary upon an election made pursuant to law, after taxes are deducted. Any employee that elects not to participate in the County dental/vision plan shall receive \$42.95 for the dental/vision component of the flexible benefit plan for use in other flexible benefit options, or shall be paid said sum as salary upon an election made pursuant to law, after taxes are deducted. Any employee receiving medical or dental/vision coverage, must receive the life insurance coverage. Any employee that elects not to participate in the life insurance coverage shall receive \$10.05 for use in other flexible benefit options, or shall be paid said sum as salary after taxes. The election of benefits must be made in writing on the standard County form. Once the election is made, it cannot be changed until the next open enrollment period, unless the employee has a change in family status.

Section 8 - Flexible Benefit Plan

County shall provide a flexible benefit plan for each employee. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the Internal Revenue Code and regulations issued pursuant thereto. A copy of the plan is attached hereto as Appendix C, and incorporated herein by reference.

Section 9 - Retirement Plans and Contributions

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the County's primary plan for the employees. The County shall provide retirement through the Public Employee's Retirement System (PERS). The retirement plan shall be the Local Safety 2% at 50 with prior service. The County shall pay the employer's contribution, and commencing one year from the date of first employment, the employee's contribution for said plan. Notwithstanding the above, the County shall pay the employee's contribution commencing the date of employment for CalPERS pension plan for all new hires who are currently enrolled in CalPERS through their prior employment on the date they become employed by the County.

On January 1, 2008, the County shall implement a PERS 3% at 50 retirement plan. The employee shall pay any increase in the employee contribution. Employee funded

contributions to a pension plan to be made pretax, provided such contribution is permitted under the law and that it is at no cost to the County other than normal payroll processing costs.

B. The Laborers International Union of North America (LIUNA) Industrial Pension Plan is designated as the supplemental plan and shall not impact any employee's CalPERS benefits.

1. In the event an employee's combined benefits exceed the IRS Section 415 limits, benefits under the LIUNA Supplemental Plan shall be reduced, but not below zero, to the extent necessary to satisfy Section 415, before adjustments to benefits under CalPERS are made.

2. The County shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$9.60 per month for Probation Officer I, II, and III and Juvenile Counselor I, II and Senior classifications working full-time, commencing with the date of employment. County shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$78.40 per month for all remaining classification working full-time, commencing with the date of employment. Part-time employees shall receive a prorated amount of the contribution to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as that for full-time employees (\$.06 per hour). The following calculations are illustrative and may not describe all situations:

Full time	\$9.60 (for 160 hours per month)
4/5 time	\$7.68 (for 128 hours per month)
3/4 time	\$7.20 (for 120 hours per month)
1/2 time	\$4.80 (for 80 hours per month)

4. In the event that the contributions required by LIUNA to the plan exceed the amount of the contributions required to be paid by the County under this MOU, the Association and UPEC shall save and hold harmless the County from all claims and demands of LIUNA from said demands excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claim or action arising out of said demand for additional sums.

Section 10 - Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining Hours.

A. Employees who were employed by the County as of March 19, 1996, and who have a minimum of ten (10) years of continuous service at the time of separation in good

standing from County employment, shall have the option to be compensated for unused sick hours up to a maximum of 50% of 960 hours and conversion of any remaining hours to PERS retirement; or to convert all unused sick hours to PERS retirement; or any combination thereof.

B. Employees hired after March 19, 1996, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from County service to PERS retirement credit in accordance with Section 29862.8 of the CalPERS Credit for Unused Sick Leave.

Section 11 - Reimbursement for Tuition

With prior approval by the Department Head and Personnel Officer, and subsequent to satisfactory completion of a course relating to management or the employee's department, the Employee may submit a claim for reimbursement of tuition and instructional materials. Said reimbursement shall not exceed two hundred fifty dollars (\$250.00) per employee per year. In the event the approved course is scheduled during the employees' regular work hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities.

Section 12 - 4850 Time for Correctional Officers

Probation officers and Juvenile Counselors within the ASSOCIATION shall be entitled to receive the benefits of Labor Code Section 4850.

Section 13- Y-Rates

Employees occupying certain classifications may have been, or will be during the term of this Agreement, Y-rated. Employees designated for Y-rating shall be given no salary increases in any form including cost of living adjustments until such time as the Y-rates are removed through adjustments to the compensation plan.

Section 14 - Uniform Allowance

County shall provide employees in the Association classified as permanent full-time Juvenile Counselors five (5) shirts, which shall be replaced as needed.

ARTICLE V
LEAVE

Section 1 - General Provisions

Except as expressly provided herein, the provisions of Article IX, Chapter 2.60 of the Trinity County Code are hereby incorporated by reference. A copy is attached hereto as Appendix B.

Section 2 - Compensatory Time

The compensatory time carry-over as provided in the Trinity County Code Chapter 2.60, Article XI, Section 5.80, subsection E, shall be 80 hours from one calendar year to the next, provided the authorization is received as set forth in the Trinity County Code.

Section 3 - Holiday Pay

To earn holiday pay an employee, other than a Juvenile Counselor, must work the day before and the day after, if scheduled, unless on pre-approved vacation, using pre-approved compensatory time or using sick leave (the Department Head may deny sick pay pending proof of illness).

Section 4 - Holiday Leave

Employees classified as Juvenile Counselors in the Association may select annually to receive holiday compensation in one of three methods. Such selection shall be solicited on a form distributed to each eligible employee on or about June 1, of a given year, with the option selected to be implemented by July 1, of that year for the succeeding twelve (12) calendar months through June 30, of the following year.

Option A. Effective the date of this memorandum of understanding is ratified by the Board of Supervisors, each represented employee shall be credited with eight hours of paid holiday leave at the beginning of each pay period (for a total of twelve (12) paid holidays per calendar year). Unused holiday hours shall be paid at the straight hourly rate at the end of each pay period. In addition, each individual shall be entitled to a Personal Holiday as currently provided in the Personnel Code. Employees may opt to carry eight hours holiday into the next pay period providing there is never more than sixteen (16) hours holiday in any one pay period.

Option B. Employee will be credited with 56 hours holiday leave on December 1, 2002 to be used by June 30, 2003 of the following year. In subsequent years employee

will be credited with 104 hours of holiday leave on December 1, to be used by June of the following year. Any holiday leave that is still on the books after June 30, of any year shall be forfeited. Any employee who leaves county employment, or accepts employment in a different county classification, not covered by this MOU, shall be required to pay back to the county a pro-rated amount of holiday time used in excess of eight hours per month from July 1 of that year to the date the employee separates.

Option C. Employee's base salary to be increased five percent (5%) effective December 1, 2002 through June 30, 2003. Employee's base salary to be increased five percent (5%) effective July 1 through June 30 of subsequent years. The five percent (5%) increase is in lieu of receiving any holiday leave credit (Eight (8) hours per holiday times thirteen (13) holidays equals 104 hours divided by 2080 work hours in a year equals .05 or five percent (5%)).

Section 5 - Professional Leave

On each January 1st, a total of forty-eight hours of professional leave shall be credited to the Assistant Chief Probation Officer, Assistant Chief Probation Officer/Court School Ad., District Attorney's Investigators and Undersheriff in lieu of paid overtime and paid on-call time. Said hours shall be granted after one year of service in a Management position. Said leave shall not be taken in any other year than in which it was earned nor can the leave be carried over or any other compensation be made to the employee in the event the leave is not taken during the earned year.

ARTICLE VI PHYSICAL FITNESS STANDARDS

Physical fitness standards for this Association shall be the same as those designated for the Deputy Sheriff Association. In January of each year, each employee, with the exception of Juvenile Counselors, that takes the physical fitness test and meets the physical fitness standards shall be paid an additional \$100 per month incentive pay for each calendar month during the year. All new hire employees must meet the physical fitness standards, and shall be paid the \$100 per month incentive pay during the remaining months of the calendar year in which they are hired, and thereafter be eligible for continuing incentive pay as set forth in this section. The Sheriff shall monitor the physical fitness test. An ASSOCIATION representative may observe the physical fitness test, at the request of the employee. Juvenile Counselors shall become eligible for the Physical Fitness Standard Incentive in January 2006.

ARTICLE VII
HOURS OF WORK AND OVERTIME

Section 1 -Incorporation of County Code

Except as provided herein, all the provisions of Article I, Chapter 2.60 of the Trinity County Code are hereby incorporated by reference. A copy is attached hereto as Appendix B.

Section 2 -Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked 40 hours in a workweek. Vacation time, personal leave, compensatory time taken, holiday time, and/or sick leave will not count toward the overtime calculation. The exceptions to this are an employee called back from a scheduled day off or approved leave, with Department Head approval, will receive time and a half for the day called back. In addition, Juvenile counselors asked to work beyond the end of their scheduled shift will receive time and half for the hours worked beyond the end of the regular scheduled shift.

ARTICLE VIII
RECRUITMENT, APPLICATION AND
SELECTION FOR EMPLOYMENT

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

ARTICLE IX
DISCIPLINARY AND GRIEVANCE PROCEDURES

Except as provided in Government Code section 3300 through 3311, all provisions of Article X, section 2.60.610 through 2.60.620 of Chapter 2.60, as amended by Ordinance 1266, of the Trinity County Code are hereby incorporated by reference. A copy of Ordinance number 1266 is attached hereto as Appendix B-1 and incorporated herein by reference.

An employee shall, with prior approval from their Department Head, be allowed a reasonable amount of time, as determined by their Department Head, to prepare a grievance or disciplinary appeal.

ARTICLE X
GENERAL PROVISIONS

Section 1 - Classification Issues

All classification issues resulting from the R & G Classification and Compensation study must be resolved as a condition precedent to this agreement being implemented. Nothing in this agreement shall preclude an employee from seeking remedies permitted by law.

Section 2 - Entire Agreement

This is the entire agreement between the parties and sets forth all terms and conditions relating to the respective rights of the parties and supercedes all prior agreements.

Section 3 - Savings Clause

If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Items and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Item or Section, the County and the Association agree to meet within thirty (30) days for the purpose of renegotiating said Item or Section

Section 4 - Amendments

The parties may mutually agree to meet and confer on any subject at any time. Any amendment or modification to this Agreement shall be in writing and shall not be effective unless and until signed by the authorized representatives of the parties to this Memorandum.

The parties are not required to meet and confer on any changes to exhibits and appendices which changes are not covered by the Milas-Brown Act.

Section 5 - No Strike Clause

Association agrees that under no circumstances will Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, nor to picket in such a manner as to block the entrances to County buildings, nor to picket with signs dealing with matters agreed to in the current Memorandum of Understanding in any office or department of the Employer, nor to curtail any operation of the County during the period in which the Parties are

meeting and conferring on a successive Memorandum of Understanding, until such time as impasse has been declared and mediation attempts have failed (hereinafter-referred to as work stoppage). In the event of any work stoppage, during the term of this Agreement or prior to the declaration of impasse and the failure of mediation attempts, by any member of the bargaining unit, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

Section 6 - Violation of Work Stoppage Provision

In the event of any work stoppage during the term of this Memorandum of Understanding whether by the Association or by any member of the bargaining unit, the Association, or by its officers, shall immediately declare in writing and publicize to the membership that such work stoppage is a violation of the Memorandum of Understanding and unauthorized, and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the Employer. In the event of any work stoppage which the Association has not authorized, permitted or encouraged, Association shall not be liable for any damages caused by the violation of this provision.

Section 7 - Compliance with Memorandum

In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Association or the employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such un-authorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the Association shall enforce the terms of this Memorandum on the part of its members.

Section 8 - Exempt Status

The Association and the County agree to meet and confer regarding which positions designated in the R & G Classification and Compensation study should be classified as exempt positions.

Section 9 - Incorporation of County Code

Except as to terms expressly provided herein, all the provisions of Articles I through XV of Chapter 2.60 of the


Trinity County Code are hereby incorporated by reference. A copy of the Code is attached hereto as Appendix B.

Section 10 - Signature Clause

TRINITY COUNTY MISCELLANEOUS
PEACE OFFICER UNIT




President

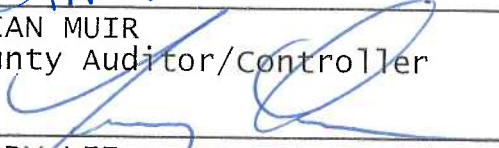


Steve Allen
Labor Representative

COUNTY OF TRINITY



BRIAN MUIR
County Auditor/Controller

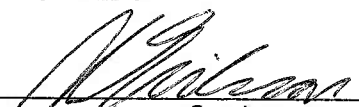


TERRY LEE
County Negotiator
Approved as to form and legal effect.



County Counsel

ADOPTED:



CHAIRMAN of the Board of
Supervisors, County of
Trinity, State of California

DATED: _____
ATTEST:

DERO B. FORSLUND, Clerk and
Ex-Officio Clerk of the Board
Supervisors of the County of Trinity

BY: 

Deputy

PEACE OFFICERS

TITLE	RANGE
DEP CHF PROB OFFCR/COURT SCH TCHR	O221
DEPUTY PROBATION OFFICER I	O173
DEPUTY PROBATION OFFICER II	O183
DEPUTY PROBATION OFFICER III	O192
DISTRICT ATTORNEY INVESTIGATOR I	O202
DISTRICT ATTORNEY INVESTIGATOR II	O211
JUVENILE COUNSELOR I	O141
JUVENILE COUNSELOR II	O151
JUVENILE COUNSELOR, SENIOR	O161
SUPERVISING DEP PROBATION OFFICER	O207
SUPERVISING JUVENILE COUNSELOR	O176
UNDERSHERIFF	O232

ORDINANCE NO. 1266
AMENDING CHAPTER 2.60 OF THE TRINITY COUNTY CODE
DISCIPLINARY ACTION

The Board of Supervisors of the County of Trinity State of California, ordains as follows:

SECTION I: That Section 2.60.620 of the County Code be amended as follows:

By deleting paragraph A and in place thereof inserting the following new paragraph:

“A. Discipline shall include:

1. Written reprimands;
2. Suspension without pay for not more than 30 days;
3. Demotion, including salary step reductions;
4. Dismissal.

It is a general policy that the above disciplinary actions be imposed as progressive discipline; however, the doctrine of progressive discipline shall not be used for those offenses which, in themselves, warrant severe discipline of the employee on the first offense. Examples include, but are not limited to, violence in the workplace; theft from the County; some forms of sexual harassment; conviction of a felony or misdemeanor involving moral turpitude; false statement on employment application; or any conduct which resulted in, or if repeated is likely to result in, harm to the public service. All offenses shall be analyzed on a case-by-case basis in determining whether progressive discipline is appropriate. ”

SECTION II: That Section 2.60.650 of the County Code be amended as follows:

By deleting paragraphs G, H, and I and in place thereof inserting the following new paragraphs:

“G. The personnel officer shall schedule an appropriate time for hearing the appeal by a hearing officer from the state mediation/conciliation service. The appeal shall be scheduled at the earliest date that is available for the employee, his or her representative, and the County’s representative and County Counsel.

H. The hearing officer shall be selected from a list of five hearing officers from the state mediation/conciliation service. Each party may eliminate names from the list of five alternatively until an agreement is reached on a name or one name remains on the list of five. The parties shall share the cost of the hearing officer equally.”

SECTION III: That Section 2.60.660 of the County Code be amended as follows:

By deleting paragraphs A through F, inclusive, and in place thereof inserting the following new paragraphs:

“A. The disciplinary appeals hearing shall be conducted by the hearing officer selected pursuant to Section 2.60.650.

B. The procedure for conducting the appeal shall be as follows:

1. Recording. The appeal proceedings shall be recorded by the hearing officer.
2. Governing Law. Except as provided herein, the appeal shall be conducted pursuant to the provisions of the California Administrative Procedures Act, commencing with Government Code Section 11370, part I, division 3, title 2, of the Government Code.
3. Jurisdiction of Hearing Officer. The hearing officer may affirm, modify, or revoke the order issued by the County, or issue such other order as deemed appropriate. Jurisdiction of the hearing officer terminates upon issuance of the written decision.
4. Attendance of Witnesses. No witness shall be permitted to testify at the hearing except upon oath or affirmation. The County or the hearing officer may issue subpoenas and subpoenas duces tecum for the attendance of witnesses and production of documents.
5. Depositions. On the verified petition of any party, the County may order that the testimony of an unavailable material witness be taken by deposition in the usual manner for depositions in civil actions.
6. Rules of Evidence. The technical rules of evidence do not govern, but the rights to examine and cross-examine witnesses, to introduce exhibits, and to rebut evidence are safeguarded as provided by Government Code section 11513. Any relevant evidence of the sort "on which responsible people are accustomed to rely in the conduct of serious affairs" may be admitted, regardless of common law or statutory rules governing the admission of evidence in civil cases, however, hearsay evidence shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Evidence of records regularly kept by the County concerning the employee may be introduced.
7. Evidence in Default and Uncontested Cases. The County is not required to file an answer or response to the appeal. If the employee fails to appear at the hearing, his or her default shall be entered unless a continuance is requested by his or her representative and is granted by the hearing officer. A continuance shall not be granted without a showing of good cause. Any continuance shall be conditioned upon payment by the employee of all the hearing officer's fees for appearing at the hearing at which the employee did not appear.
8. Time for Final Decision. The hearing officer shall issue a written decision within sixty (60) days after the appeals hearing, unless there are special circumstances. A copy shall be mailed by the hearing officer to the employee, or the employee's representative. The decision by the hearing officer shall be the final administrative decision, subject only to Court review.
9. Effective Date. A decision becomes effective upon receipt by the County.
10. Findings of Fact. The decision must contain findings of fact, which may be stated in the language of the notice of action issued by the County.
11. Representation. The employee and the County shall have the right to be represented by counsel. The employee may be represented by a union representative.

12. Closed Hearing. The hearings shall be closed to the public. Witnesses may be excluded upon motion of either party, but the County's designated investigating officer may be present during all the hearing, even if he or she is a witness.

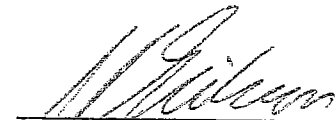
13. Implementation of Decision. If the hearing officer revokes an order of discharge, suspension, or reduction in rank, the appealing employee shall be restored forthwith to the position held prior to the order with all rights and privileges pertaining thereto, including those accruing since the order, with full back pay for any uncompensated periods, less any amounts received by the employee in benefits or retirement."

SECTION IV: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 17th day of September 2002, and passed and adopted by the Board of Supervisors of the County of Trinity State of California, on the 1st day of October 2002, by the following roll call vote, to-wit:


AYES: Supervisors Reiss, Miller, Modine, Stewart and Erikson

NOES: None

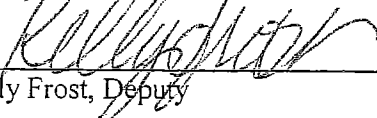


J.C. ERIKSON
Chairman of the Board of Supervisors
County of Trinity, State of California

ATTEST:




Dero B. Forslund, County Clerk and Ex-Officio
Clerk of the Board of Supervisors, County of
Trinity, State of California

By 

Kelly Frost, Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:



David R. Hammer, County Counsel

Dated: 10/1/02

COCO/DRH/wt



B. Such suspension or dismissal shall be directed by the board of supervisors to the county employee with copies to the county auditor and department head involved. Any appeal of suspension or dismissal will be governed by subsections C through F of Section 2.60.110 of this code. (Ord. 350 §8, 1975)

Chapter 2.60

PERSONNEL

Sections:

ARTICLE I. GENERAL PROVISIONS

- 2.60.010 Authority.
- 2.60.020 Coverage.
- 2.60.030 Interpretation and enforcement.
- 2.60.040 Personnel policies, forms and records.
- 2.60.050 Equal employment opportunity.
- 2.60.060 Political and economic conflict of interest.
- 2.60.070 Dual employment.
- 2.60.080 Use of county property and official influence.
- 2.60.90 Hours of work.

ARTICLE II. DEFINITIONS

- 2.60.100 Definitions.

ARTICLE III. RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT

- 2.60.110 Recruitment for employment.
- 2.60.120 Application for employment.
- 2.60.130 Selection for employment.
- 2.60.131 Veterans' preference for employment.
- 2.60.140 Probationary period.

ARTICLE IV. ELIGIBILITY REGISTERS

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Sections: (Continued)

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- 2.60.200 Procedure for filling vacant positions.
- 2.60.210 Limited certification.
- 2.60.220 Preconditions to appointment.
- 2.60.230 Preference in making appointments.
- 2.60.240 Probationary, promotional and transfer appointments.
- 2.60.250 Provisional appointments.
- 2.60.260 Extra help and emergency appointments.
- 2.60.270 Underfilling, appointment of department heads and emergency appointments.
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- 2.60.720 Grievance procedure designated.

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- 2.60.730 Objectives, purpose and scope of grievance procedure.
- 2.60.740 Grievance procedure designated.

2.60.010

Sections: (Continued)

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ARTICLE XIII. FEES TO BE PAID TO THE COUNTY

- 2.60.830 Fees to be paid to the county.

ARTICLE XIV. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

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- 2.60.841 Terms and conditions--General.
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- 2.60.860 Compensation.
- 2.60.870 Miscellaneous provisions.

ARTICLE I. GENERAL PROVISIONS

2.60.010 Authority. The county personnel ordinance is promulgated by the personnel officer in accordance with, and subject to, approval by the board of supervisors. (Ord. 1087 §1(part), 1986)

2.60.020 Coverage. A. The personnel rules and policies contained herein shall apply to all persons employed by the county, except where the natural construction of this chapter otherwise indicates.

B. The acceptance of an appointment to any position covered by these rules shall signify acceptance of coverage of these rules by the employee.

C. Where the provisions of coverage conflict with presently existing memorandums of understanding with a particular bargaining unit, the presently existing memoranda of understanding shall supersede and take precedence.

D. Those departments covered by Merit System Personnel Standards of the California State Personnel Board shall not be obligated to adhere to those sections of this chapter which conflict with those standards. Where conflicts between this chapter and the Merit System Standards arise, the Merit System Personnel Standards shall supersede and take precedence. However, where conflicts do not arise, those departments shall comply with the requirements of this chapter. (Ord. 1087 §1(part), 1986)

2.60.030 Interpretation and enforcement. A. The personnel officer shall have responsibility for providing official interpretations of this chapter in cases of apparent internal conflict between rules and when questions arise regarding the application of these rules to specific situations, procedures, or policies. The county counsel shall be responsible for providing legal interpretations when the policies outlined in this chapter appear to conflict with state and/or federal regulations.

B. The personnel officer shall ensure that these rules are enforced, and that the provisions of this chapter are applied uniformly and fairly to all employees under county service.

C. Department heads are responsible for the application of these rules within their respective departments and shall ensure that all department employees comply with the provisions of this chapter.

D. Department heads shall further ensure that employees in their departments are informed of pertinent provisions of this chapter, when such information is required for the proper execution of their duties; and that employees are informed when any provisions of this chapter affect the terms and conditions of their employment. (Ord. 1087 §1(part), 1986)

2.60.040 Personnel policies, forms and records. A.

The personnel officer may, as necessary, issue written policy statements to be followed in the administration of personnel and employee relations policies, and to other matters deemed necessary for proper personnel administration.

B. Department heads shall ensure dissemination of such policy statements and procedures and take appropriate action, where applicable, when violations of such policies and procedures are determined.

C. The personnel officer shall prescribe the forms and procedures to be used by county departments in matters of personnel and for purposes of personnel administration.

D. The personnel officer shall maintain and/or have access to all employee and personnel records, except where specifically prohibited by state or federal law.

E. The personnel officer may assign to other personnel staff employees such duties and responsibilities in connection with this chapter deemed proper and expedient.
(Ord. 1087 §1(part), 1986)

2.60.050 Equal employment opportunity. A. The county will provide equal employment opportunity in the administration of all personnel policies and practices in a manner which does not discriminate on the basis of race, color, religion, sex, national origin, age, ethnic background, handicap (except where handicap is a bona fide occupational disqualification), political affiliation, marital status or sexual orientation.

B. The personnel policies and practices covered under subsection A of this section shall include, but not be limited to, recruitment, appointment, promotion, discipline, retention, training and other benefits, terms and conditions of employment.

C. Department heads shall conduct all personnel operations in accordance with equal employment opportunity policy and shall lend full cooperation with the personnel officer in investigating and resolving alleged discrimination complaints.

D. Department heads shall be responsible for the distribution to, and discussion of, equal employment opportunity policy with employees in their respective departments.

E. The personnel office is directed to maintain such employee and other records as are necessary to accomplish the provisions required by the Equal Employment Opportunity Commission. (Ord. 1229 §1, 1999; Ord. 1087 §1(part), 1986)

2.60.060 Political and economic conflict of interest.

A. No employee shall use official authority or influence for the purpose of interfering with, or affecting the results of an election or nomination for office, or directly or indirectly coerce, attempt to coerce, or advise a county employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

B. All county officers and employees are subject to the provisions of Section 3201 through 3209 of the State of California Government Code relating to political activities.

C. All officers and employees whose employment is connected with an activity which is financed in whole or in part by loans or grants made by the United States Government or any federal agencies are subject to the provisions of Section 1501 through 1508, Title 5, United States Code.

D. No employee shall accept, or solicit anything of value which is, or which may appear to be, designed to influence official conduct; nor shall a county employee enter into any financial or other relationship with a county department, a private business, individual or other organization, which would constitute a conflict of interest with county employment.

E. No person employed under the system created in this chapter, whether in the classified or unclassified

service, shall, during his working hours, seek election, nomination or appointment as an officer of a political club or organization, or take an active part in a political campaign favoring or opposing any candidate for election or for nomination to any public office.

F. This chapter does not prevent any such officer or employee from becoming, or continuing to be, a member of a political club or organization, from attending political meetings, or from seeking or accepting election or appointment to public office, during off-duty hours. (Ord. 1087 §1(part), 1986)

2.60.070 Dual employment. A. There shall be no conflicting hours of work when a person is employed by two or more county departments, or in two or more positions in the same department. Dual employment within the county service shall be subject to review and approval by the personnel officer.

B. A county employee may work for another employer, so long as the employee continues to function in a satisfactory manner during service with the county, and there is no conflict of hours. No employee shall engage in outside employment or other activity which interferes with the efficient and proper discharge of the duties of county employment, and which tends to impair capacity to perform the duties and responsibilities assigned.

C. The board of supervisors may prohibit and/or limit the type of outside employment department heads or employees may engage in as a condition of continued employment where a conflict with county employment can be clearly demonstrated. Nothing in this section, however, shall preclude a department head from taking appropriate action against employees in violation of the provisions of 2.60.01.07 of this chapter. (Ord. 1087 §1(part), 1986)

2.60.080 Use of county property and official influence. A. No employee shall use or permit the use of county-owned property for other than official activities. In addition, county employees shall have a positive responsibility to protect and conserve county property entrusted to them.

B. County employees shall not use their official positions for personal gain. Public authority and privileged information shall not be turned to personal advantage. (Ord. 1087 §1(part), 1986)

2.60.090 Hours of work. A. A work week shall be deemed to be forty hours.

B. The work week shall be established as Sunday through Saturday.

C. For purposes of computing fractions of hours worked, the time shall be computed to the nearest half hour.

D. Employees shall have a meal period of a minimum of thirty minutes or more. Meal periods are not considered work time. Employees shall be completely relieved from duty for the purpose of eating meals. Employees are not relieved from duty if they are required to perform any duties, whether active or inactive, while eating.

E. Each department head shall establish a fifteen minute rest period during each four hours of employee work time. Rest periods are hours worked and employees may be required to perform regular duties, if necessary. Rest periods shall be noncumulative and shall not be taken contiguously with lunch breaks or at the beginning or ending of a shift. Department management reserves the right to regulate the times and restrictions by which rest periods are provided.

F. A four day, ten hours per day work week schedule may be established by any department head.

G. All county offices which provide services directly to the public, other than hospital emergency services, shall remain open for public business Monday thru Friday, excluding the holidays, at a minimum from nine a.m. to four p.m. Office hours shall be posted by each department. The department head shall notify the board of supervisors of any changes in office hours. (Ord. 1243 §1, 2000; Ord. 1171 §1, 1992; Ord. 1143 §1(part), 1990; Ord. 1087 §1(part), 1986)

ARTICLE II. DEFINITIONS

2.60.100 Definitions. The following definitions are an integral part of the Trinity County personnel ordinance and whenever used within the ordinance or in any personnel policy statement, memorandum, or correspondence, these terms shall be understood to have the following meanings:

1. "Affirmative action" means a set of policies and procedures wherein Trinity County is committed to assure and promote equal employment opportunity.
2. "Allocation or position allocation" means the assignment of a position to a classification pursuant to Section 2.60.360.
3. "Allowance" means a fixed amount of money paid to personnel as reimbursement for equipment, supplies and/or services as designated by a memorandum of understanding and/or board resolution.
4. "Anniversary date" means the date which corresponds with the monthly pay period from which probationary periods and/or step adjustments are measured. If an employee begins work as a new hire or as a promoted employee on any day other than the first day of the monthly pay period, the anniversary date shall be adjusted to the first day of the present pay period or the first day of the next following pay period, whichever is closest.

5. "Appropriate unit(s)" means a unit of employee classes and/or positions, established pursuant to Article II of the county of Trinity's employer/employee relations policy.

6. "Appeal" means the filing of a written request for consideration and reversal or modification of a disciplinary action imposed by the appointing authority. For purposes of this chapter, a written reprimand, verbal reprimand or employee performance evaluation issued by the appointing authority shall not constitute a disciplinary action.

7. "Applicant" means a person who has filed an official county application form at the county administration and personnel office, or at such place as designated by the personnel officer, according to prescribed procedures.

8. "Appointing authority" means a department head, a person, or board having constitutional or statutory authority to appoint candidates to positions, or a specified management employee having lawfully delegated authority to appoint candidates to positions in a department.

9. "Appointment" means the final selection of a candidate by an appointing authority subject to the provisions of Article V of this chapter and subsequent acceptance of employment by a candidate.

10. "Association" means an independent organization of employees.

11. "Authorization card" means a statement signed by an employee designating an employee organization as authorized to act as his or her agent in collective bargaining. An employee signature on an authorized card does not necessarily mean that he or she is a member of or has applied for membership in the employee organization.

12. "Bargaining unit" means an appropriate unit of employees sharing a community of interest which can be served through collective bargaining and formally recognized as such by the county.

13. "Base salary" means the rate of pay as determined on a given hourly or monthly basis for non-overtime work.

14. "Board" when used alone means the board of supervisors of the county.

15. "Call back" means an instance when an employee has completed a normal work shift and is ordered back to work.

16. "Candidate" means person given final selection consideration for appointment to a specific position vacancy at a particular point in time pursuant to Articles III, IV and V of this chapter.

17. "Candidate group" means those eligibles from among which final selection consideration, for appointment to a specific position vacancy at a particular point in time, is given pursuant to Articles III, IV and V of this chapter.

18. "Certificate or certificate of candidates" means a list of candidates prepared by the personnel officer from which final selection consideration for appointment to a specific position at a particular point in time may be given.

19. "Challenged ballot" means a vote questioned by one of the parties to a representation election. Common practice to resolve the challenge is to open and count the challenged ballots if it is sufficient to affect the outcome of the election.

20. "Challenging petition" means a formal request by an employee organization pursuant to Article II, Section 6 of the Trinity county employer/employee relations policy seeking consideration as a competing employee organization for acknowledgment as the exclusively recognized employee organization.

21. "Class or classification" means a set of similar positions allocated pursuant to Section 2.60.360 and designated by a specific class title and salary range.

22. "Classification plan" means an orderly arrangement of positions under separate and distinct classes so that each class will contain all those positions which are sufficiently similar in respect to duties and responsibilities that they will meet the requirements as established under the definition "class."

23. "Classified service" means all those positions approved in the budget as permanent positions and filled by permanent employees.

24. "Compensation" means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to an employee by reason of service in a position, but shall not include any allowances authorized and incurred as incidental to employment.

25. "Compensation plan" means a schedule of salaries or salary ranges established hereby for the classification recognized in the classification plan.

26. "Compensation range, salary range or pay range" means a designated set of pay rates having a specified minimum rate, maximum rate and intermediate rates.

27. "Compensation rate, salary rate or pay rate" means a set dollar amount used as the basis for compensating an employee for working a given period of time.

28. "Compensatory leave" means time which may be taken by an employee as authorized leave with pay for having worked overtime.

29. "Confidential employee" means an employee who is privy to decisions of county management affecting employee relations.

30. "Consult/consultation in good faith" means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange or proposals and counterproposals in an endeavor to reach agreement, nor is it subject to Article IV of the county of Trinity's Employer/Employee Relations Policy.

31. "Continuous" means without a break due to separation.

32. "Continuous recruitment" means acceptance and examination of applicants on an on-going basis not subject to specific final filing dates.

33. "Continuous service" means the number of calendar days during which work was actually performed for the county which has not been interrupted by a separation, except as provided for in Sections 2.60.330 and 2.60.530.

34. "County" means the county of Trinity in the state of California.

35. "County service or service of the county" means all positions in all departments as defined which are subject to control and regulation by the board of supervisors.

36. "Critical class" is defined as those individuals occupying the following classifications: certified nurses aide, emergency medical technician, licensed vocational nurse and registered nurse.

37. "Day" means a calendar day unless otherwise specified.

38. "Decertification petition" means a formal request by two or more employees or their representative or by an employee organization pursuant to Article II, Section 6 of the county Employer/Employee Relations Policy, alleging the Exclusively Recognized Employee Organization no longer represents a majority of the employees in the established appropriate unit.

39. "Demotion" means a reduction in salary and/or reappointment to a lower classification for disciplinary or other reasons of both a voluntary or involuntary nature.

40. "Department" includes "office" and "office" includes department.

41. "Department head" means the head of an established office or department having supervision of such department and office, and also includes all elected officers.

42. "Dismissal" means involuntary separation from county service.

43. "Eligible" means an applicant who has passed all appropriate examinations and has been placed on a register for a class of positions pursuant to Articles III, IV and V of this chapter.

44. "Eligibility list or eligibility register" means the same as referral register.

45. "Emergency appointment" means an appointment made in response to an emergency threatening public health, safety, or welfare pursuant to Section 2.60.270.

46. "Employee, regular" means a person in a permanent position working half time or more.

47. "Employee organization" means any organization which includes employees of the county and which has as one of its primary purposes representing such employees in their relations with the county.

48. "Employee relations officer" means the county administrative officer or his duly authorized representative.

49. "Employee status" means a designation based on the most recent of the following types of appointments: probationary, permanent, extra help, emergency, provisional or student intern.

50. "Employer/employee relations" means the relationship between the county and its employees and their employee organizations, or when used in a general sense, the

relationship between management and employees or employee organizations.

51. "Exclusive recognition" means formal acknowledgment by the county that a particular organization has the right to represent employees. Exclusive recognition is accorded an organization supported by a majority of employees in an appropriate bargaining unit and carries with it the sole right to represent all unit employees, members and nonmembers, in dealing with management.

52. "Exclusively recognized employee organization" means an employee organization which has been formally acknowledged by the county as the sole employee organization that represents the employees in an appropriate representation unit pursuant to Article II of the county of Trinity's Employer/Employee Relations Policy.

53. "Extra help" means those employees who are hired for seasonal work, nonrecurring work, vacation relief, or any other work of a short duration which does not require the duties of a permanent, full or part-time employee. This class of employee shall not be provided holiday leave, sick leave, vacation leave, group insurance, or other types of benefits provided permanent employees, nor shall they be covered by the provisions of the employer/employee resolution.

54. "Examination or exam" means any process, procedure, rating, interview, test, evaluation, or assessment whether scored or unscored, formal or informal, which affects a person's eligibility for, or consideration for appointment.

55. "Final selection examination or consideration" means an interview, background evaluation, or other examination of candidates used in making an appointment decision.

56. "Geographical area" means an area surrounding a work location which includes those places within a distance from which an employee would reasonably be expected to commute to work and be able to respond to on-call or standby duty if required of the job classification.

57. "Grant position" means a position which has been authorized by the board of supervisors as a direct result of grant funding (federal or state) or other outside subsidy becoming available to the county for the budgeting of additional county positions for a specific period of time. Grant employees in full-time and part-time grant positions shall have all the rights and privileges of employees in regular full-time and regular part-time positions. Provided however, the grant position shall terminate at the termination of grant funding.

58. "Grievance" means a dispute between an employee or the employee's bargaining unit and management as to the interpretation, application or violation of any terms or pro-

visions granted to employees by agreement, personnel ordinance, or state and federal statute. For purposes of this chapter, appeals from disciplinary actions shall not be interpreted as grievances.

59. "Impasse" means when the representatives of the county and an exclusively recognized employee organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a memorandum of understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

60. "Involuntary reappointment" means an unsought appointment of a probationary or permanent employee, by the employee's department head, due to a shortage of work or funds, abolishment of a position or a critical situation adversely affecting the accomplishment of program goals. Such appointments are made to a position in a different classification having the same or lower salary range than the class of the employee's previous position.

61. "Layoff" means termination of service of an employee for nondisciplinary reasons but rather because of lack of work or funds, or for other reasons not related to employee job performance.

62. "Leave" means an authorized absence from work during normally scheduled working hours.

63. "Limited appointment" an emergency, provisional, temporary, extra help or student intern appointment made for a confined duration which must be terminated within some restricted time period.

64. "Management" means a department head, supervisor or other employee having the authority to exercise management rights, develop management policies or to effectively recommend the exercise of such rights or the development of such policies, where such recommendations or exercise requires the use of independent judgment and is not of a routine nature.

65. "Mediation" means effort by an impartial third party to assist in reconciling an impasse regarding wages, hours and other terms and conditions of employment between representatives of the county and exclusively recognized employee organization through interpretation, suggestion and advice in order that a voluntary resolution can be achieved by the parties.

66. "Meet and confer in good faith" means the mutual obligation personally to meet and confer promptly upon request by either party, continue for a reasonable period of time in order to exchange information, opinions and proposals, and to endeavor to reach agreement on matters within the scope of representation.

67. "Memorandum of understanding (MOU)" means a written memorandum jointly prepared by the parties incorporating matters on which agreement is reached through meeting and conferring between the county's management representatives and representatives of exclusively recognized employee organization. The memorandum shall be presented to the board of supervisors for final approval.

68. "Minimum qualifications" means standards which designate the typical types of, and minimum levels of, training and/or experience through which one would be expected to acquire the knowledge, skills, and other requirements necessary for satisfactory performance upon entry to a class, or a description of the knowledge, skills and other necessary requirements.

69. "Month" means the calendar month, unless otherwise specified.

70. "Nepotism" means the hiring of relatives of current county employees. First and second degree relationships by blood or marriage are as follows: parents, children, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, spouse, grandchildren, brother, sister, grandparents, grandfather-in-law, grandmother-in-law, sister-in-law, brother-in-law, grandson-in-law, granddaughter-in-law.

71. "Open recruitment or open examination" means a position or employment test open to the public and not limited to applicants currently in county service.

72. "Payroll deduction" means arrangement under which the county deducts from salary of employees sums of money for various purposes including association and/or union dues.

73. "Performance evaluation" means a formal review of an employee's work activities and job performance over a particular period of time.

74. "Permanent position" means a budgeted position as defined by a specific classification and excluding extra help positions and student intern appointments.

75. "Permanent status" means when an employee assigned to a permanent position satisfactorily completes a probationary period.

76. "Personnel officer" means the county administrative officer or his duly authorized representative.

77. "Position" means a specific office, employment, or job calling for the performance of certain tasks, duties and responsibilities.

78. "Probationary period" means the time limited period of paid service established to review an employee's job performance as an extension of the examination process required before an employee gains permanent status.

79. "Proof of employee support" means (1) an authorization card recently signed and personally dated by an em-

ployee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support hereunder. Valid proof of authorization as defined in the three categories listed above shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety days prior to the filing of a petition.

80. "Promotion or promotional appointment" means an appointment of an employee candidate having permanent or probationary status to a position in a different class having a higher pay range than the pay range of the class of the employee's previous position.

81. "Provisional appointment" means an appointment of an applicant not on the register pursuant to Section 2.60.250.

82. "Qualifying examination" means an examination which is scored on a pass or fail basis; the scores of which do not indicate relative levels of suitability among those who are determined to be qualified.

83. "Ranking examination" means an examination, the scores of which are appropriate for indicating relative levels of suitability among those who pass.

84. "Reclassification or reallocation of a position" means the changing of a position from one classification to another classification based on the duties assigned pursuant to Sections 2.60.360, 2.60.370 and 2.60.420.

85. "Recognition petition" means a formal request for an employee organization pursuant to Article II, Section 2 of the county Employer/Employee Relations Policy seeking authorization to represent a unit appropriate for collective bargaining.

86. "Recruitment" means acceptance and examination of applicants to be considered for employment with the county.

87. "Reduction in force" means involuntary transfer, demotion, or separation due to lack of work, lack of funds, or other economic reasons, or because the necessity for a position, work unit, or department no longer exists, or elimination of services performed by any or all positions within a department.

88. "Referral or referral register" means a list of eligible candidates prepared by the personnel department from which final selection consideration for appointment to a specific position at a particular point in time may be given pursuant to Article V of this chapter.

89. "Reinstatement" means the re-employment or restoration of a former employee to a class in which permanent status was held.

90. "Resignation" means voluntary separation from county service.

91. "Runoff election" means second election conducted when the first fails to show a majority for any choice presented. The top two vote-getters appear in the runoff election.

92. "Score" means an index, indication, description or designation of examination results.

93. "Seniority" means the length of continuous county service without a break due to separation.

94. "Separation" means a break in service resulting from resignation, termination, retirement, dismissal, reduction in force or death, provided in Article VI of this chapter.

95. "Standby" means when an employee is required to remain available for immediate call to work and requiring the employee to be ready to respond to calls immediately; be available by radio or telephone, remain within a reasonable distance in order to respond to calls; refrain from activities which might impair ability to perform assigned duties.

96. "Step" means a pay rate, expressed in hourly, bi-weekly, semimonthly, or monthly rates, designated in terms of its relationship with other compensation rates in a compensation range.

97. "Step date" means the date upon which an employee is eligible to receive a salary increase based on satisfactory performance and the provisions outlined in Section 2.60.400.

98. "Student intern appointment" means a time-limited appointment of a student where such employment constitutes a recognized phase of the student's educational or training program.

99. "Supervisor" means an employee having statutory or properly delegated authority to appoint, suspend, transfer, promote, dismiss, layoff, demote, assign work, direct or discipline other employees, or effectively recommend such action if the exercise of such authority is not of a merely routine or administrative nature, but requires the use of independent judgment.

100. "Suspension" means an involuntary imposed leave for disciplinary purposes or during investigatory or judicial proceedings.

101. "Temporary assignment" means an employee who fills in for a vacated position for a short period of time.

102. "Termination" means a voluntary or involuntary separation of an employee.

103. "Transfer" means the appointment of an employee from one position to another position within the same classification.

104. "Unclassified service" means positions exempted from the classified service as outlined in the salary resolution or contracted positions unless designated classified by the board. This class of employee shall not be provided holiday leave, sick leave, vacation leave, group insurance or other types of benefits provided permanent positions, nor shall they be covered by the provisions of the employer/employee resolution.

105. "Valid election" means an election certified by the Employee Relations Officer in which one employee organization has been determined to represent a majority of the votes cast.

106. "Valid votes" means those ballots filed by permanent employees of the appropriate unit within the prescribed time period and meeting other such requirements as established by the entity conducting such election.

107. "Voluntary reappointment" means an appointment of a permanent or probationary employee candidate voluntarily seeking an appointment to a position in a class having the same or lower compensation range than that of the class previously occupied.

108. "Work unit" means a work system composed of positions organized about a single purpose or program.

109. "Year" means calendar year unless otherwise specified.

110. "Y-rate" means freezing of an incumbent's salary rate which is determined to be the salary range assigned a classification as a result of a reclassification action, pursuant to Section 2.60.420C. (Ord. 1151 §1(part), 1991; Ord. 1143 §1(part), 1990; Ord. 1087 §1(part), 1986)

ARTICLE III. RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT

2.60.110 Recruitment for employment. A. The personnel officer, in coordination with the appropriate appointing authority, shall be responsible for the recruitment of persons who are to be considered for employment with the county. An active recruitment program shall be conducted to attract suitable numbers of qualified applicants to compete for county service.

B. Recruitment programs shall be conducted in such a manner and for such time periods as determined by the personnel officer to be useful and expedient for the class involved.

C. No offer of employment may be made to any applicant until after the specified deadline for that position has passed and sufficient time has elapsed for the processing

