

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
GENERAL TEAMSTERS LOCAL #137  
(SHASTA COUNTY TRADES AND CRAFTS UNIT)



JANUARY 1, 201<sup>5</sup><sub>7</sub> - DECEMBER 31, 201<sup>6</sup><sub>9</sub>

## TABLE OF CONTENTS

ARTICLE 1. PARTIES.....	1
ARTICLE 2. AUTHORIZED AGENTS.....	1
ARTICLE 3. RECOGNITION.....	1
ARTICLE 4. TERM.....	1
ARTICLE 5. UNION RIGHTS .....	2
ARTICLE 6. UNION SECURITY .....	3
ARTICLE 7. COUNTY RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 8. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT .....	6
ARTICLE 9. WAGES .....	7
ARTICLE 10. HOURS OF WORK.....	9
ARTICLE 11. HEALTH AND WELFARE BENEFITS .....	<del>13</del> <u>14</u>
ARTICLE 12. RETIREMENT.....	<del>18</del> <u>17</u> <u>18</u>
ARTICLE 13. PAID LEAVES .....	<del>18</del> <u>17</u> <u>19</u>
ARTICLE 14. UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES ..	<del>22</del> <u>23</u>
ARTICLE 15. PROBATIONARY PERIOD .....	<del>23</del> <u>25</u>
ARTICLE 16. DISCIPLINARY ACTION .....	<del>24</del> <u>25</u>
ARTICLE 17. MISCELLANEOUS PROVISIONS.....	<del>29</del> <u>30</u>
ARTICLE 18. GRIEVANCE PROCEDURE .....	<del>30</del> <u>31</u>
ARTICLE 19. PEACEFUL PERFORMANCE.....	<del>32</del> <u>33</u>
ARTICLE 20. PERSONNEL MANUAL .....	<del>33</del> <u>34</u>
ARTICLE 21. FULL UNDERSTANDING, MODIFICATION AND WAIVER .....	<del>33</del> <u>35</u>
<del>INDEX</del> <u>ATTACHMENT A</u> .....	<del>39</del> <u>38</u>
<u>ATTACHMENT B</u> .....	<u>39</u>
<u>ATTACHMENT C</u> .....	<u>40</u>
<u>ATTACHMENT D</u> .....	<u>41</u>

## **ARTICLE 1 PARTIES**

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and General Teamsters Local #137 (hereinafter referred to as or "Union").

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

## **ARTICLE 2 AUTHORIZED AGENTS**

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

2.1. County's principal authorized agent shall be:  
County Executive Officer  
County of Shasta  
1450 Court Street, Room 308A  
Redding, CA 96001  
Telephone: (530) 225-5561  
FAX#: (530) 229-8238

2.2. Union's principal authorized agent shall be:  
Secretary-Treasurer  
General Teamsters Local #137  
3540 South Market Street  
Redding, CA 96001-3888  
Telephone: (530) 243-0232  
FAX #: (530) 243-3115

## **ARTICLE 3 RECOGNITION**

The County recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time employees (1/2 time or more) in the Trades and Crafts Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

## **ARTICLE 4 TERM AND REOPENERS**

### **4.1 TERM.**

The term of this agreement is from, January 1, 2015<sup>7</sup>, to and inclusive of December 31, 2016<sup>9</sup>. 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 September of the last 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 REVIEW OF FUNDING METHOD OF EMPLOYEE BENEFIT COVERAGE.**

The parties will explore an alternative method of funding and structure of unit members' health coverage as a subject in the Joint Issues Forum. Such potential methods shall be limited to those which would cause no expansion of total cost of County contributions over the method approved herein. Any result that changes the amount of County contributions

will apply to this unit as well as other units.

## **ARTICLE 5 UNION RIGHTS**

### **5.1. RELEASE TIME.**

A. **Job Stewards.** The Union shall provide written notice to the County of the employees serving as Job Stewards. Each Steward shall be permitted two (2) hours of release time per month to conduct Union business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Union business shall be scheduled in advance with the approval of the department head or his designee. Approval of such release time shall not be unreasonably withheld.

B. **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 to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.

C. **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 four (4) employees 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 five (5) employees represented by the Union which 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, 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 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. 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 UNION SECURITY**

**6.1. AGENCY SHOP/FAIR SHARE.**

Trades and Crafts Bargaining Unit employees, must, as a condition of employment, be a dues-paying member of the Union or shall pay a service fee to the Union which shall not exceed the regular membership dues.

**6.2. REPRESENTATION.**

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees regardless of whether or not they are dues-paying members of the Association.

**6.3. 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. An employee hired into a classification in the Unit shall complete the County approved form authorizing payroll deduction and return the form to the Payroll Office. The County shall make the deductions and provide reports of these transactions to the Union.

In the event an employee does not join or withdraws membership, then the sole remedy shall be involuntary payroll deductions of a service fee from such employee's paycheck.

If an employee is successful through court action or other means in avoiding the payment of dues or a service fee, the County will take no action against such employee. The Union may seek enforcement through the courts.

**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 the Union as a condition of employment. Such an employee shall authorize a payroll deduction in an amount equal to the service 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 service fee under this provision shall file a claim with the Union on a form provided by the Union and approved by the County. A claim for religious exemption must be filed within thirty (30) days of the hire date of an employee into a classification in the Unit or within thirty days (30) of the effective date of the transfer, demotion, or promotion of an employee into a classification in the Unit. Claims received after the thirty (30) day period will not be considered.

Should an employee request an exemption from payment of the service 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 the Union and approved by the County.

The Union 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 Union. An employee's sole remedy for reconsideration shall be with the Union.

**6.5. ELECTION TO RESCIND AGENCY SHOP.**

This article may be rescinded by a majority vote of all employees voting who are in classes in the Unit, provided that:

A. A request for such election is supported by a petition submitted to the County Personnel Director containing the signatures of at least thirty per cent (30%) of the employees in classes covered by this article. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the thirty- (30) calendar day period prior to the date of submission of the petition.

B. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.

C. Such election may be taken at any time during the term of this agreement, but in no event shall there be more than one election during such term.

The election shall be conducted by the State Conciliation Service and the cost of the election, if any, shall be paid by the proponents. The proponents shall post a \$500.00 bond with the County Personnel Director at the time of filing the petition(s) requesting a vote to rescind the article unless the County agrees to waive this provision.

**6.6. FINANCIAL REPORT.**

The Union 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 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 the Union's Secretary - Treasurer or by a certified public accountant. The Union shall comply with any other legally required financial reporting.

**6.7. ENFORCEMENT / SEVERABILITY.**

In the event that the service fee provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen that provision of this article for the purposes of implementing modified agency shop provisions.

**6.8. INDEMNIFY AND HOLD HARMLESS.**

The Union fully indemnifies and holds the County, its officers and employees acting on behalf of the County, harmless, and agrees to defend the County, its officers 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, 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), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination law. 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/CFEHA 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/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA 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. WAGE ADJUSTMENTS.

A. Salaries for job classifications in this unit are as shown in Attachments A, B, ~~and~~ C, and D, with general increases scheduled as follows:

1. Effective December 28~~5~~, 2014~~6~~, a general increase of three percent (3%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.
2. Effective December 27~~4~~, 2015~~7~~, a general increase of ~~two~~three percent (~~2%~~3%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.
- ~~2.3.~~ Effective December 23, 2018, a general increase of two percent (2%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

### 9.2. 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 Division;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.) An exception to the 80 hour period is if the assignment is to the full duties of crew Lead or equipment Operator then duties must be performed without interruption for a minimum period of forty (40) hours (to qualify for the increased pay rate effective from the first hour);
  - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80 hour qualification period.
  - b. Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 80 hour requirement to begin again if full duties of the higher position are resumed.
5. Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a 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.

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.

### 9.3. **PREMIUM PAY**

A. An employee in the classification of Mechanical Crafts Worker II, Information Systems Cabling Technician, or Telephone Communications Technician who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.

B. An employee in the classification of Equipment Mechanic who possesses a valid welding certificate and who is assigned to weld items for which certification is externally required, such as bridges, hitches and roll-over protection, shall receive an additional biweekly amount of \$20.00.

C. An employee in the classification of Welder Mechanic who possesses an American Welding Society Certificate with the following endorsements: AWS-D1.1 SMAW all positions 3.4 steel minimum; vertical, horizontal, overhead and flat, shall be eligible for five percent (5%) of base pay.

D. An employee in the classification of Mechanical Crafts Worker II/I when ~~regularly~~ assigned to perform maintenance duties in the jail shall receive an additional five percent (5%) of base pay.

E. An employee in the classification of Grounds Maintenance Worker II/I or Lead Ground Maintenance Worker who has obtained Pesticide Application Certification and who is assigned by the Department Head as part of his or her regular duties to perform pesticide related work shall receive an additional five percent (5%) of base pay.

F. An employee in the classification of Mechanical Crafts Worker II/I, Fleet Mechanic, Maintenance Mechanic II/I, Equipment Mechanic or Welder Mechanic who has obtained Refrigeration Certification and who is assigned by the Department Head as part of his or her regular duties to perform refrigeration related work shall receive an additional five percent (5%) of base pay.

G. An employee in a classification, that is required to possess and maintain a Commercial California drivers license shall receive an additional fifty cents (\$0.50) per hour.

H. An employee in the classification of Grounds Maintenance Worker II/I or Lead Ground Maintenance Worker when assigned by his or her supervisor or designee to perform clean up of transient camps shall receive an additional five percent (5%) of base pay.

I. An employee in the classification of Equipment Mechanic, when assigned to Fall River Mills, who performs welding, maintains digital work orders, and acts as parts store manager in addition to the duties required by the classification shall receive an additional five percent (5%) of base pay.

#### 9.4. **SHIFT DIFFERENTIAL.**

A. Employees 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. 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. Employees who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty 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. An employee who is regularly assigned 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 seventy-five cents (\$0.75) for each hour worked between midnight and 8:00 a.m.

D. Employees in the Classification of Custodian who are assigned to a "floater assignment" or a "relief shift" which requires working one or more swing shifts or graveyard shifts on a regular basis shall be eligible for the appropriate differential on a single shift basis when meeting the hours worked requirements for that differential.

E. 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 for the purpose of minimizing overtime liability.

## **10.2. ALTERNATE WORK SCHEDULES**

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five 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 typically result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. 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 with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
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).

C. On or about March 1, a meeting with the Union to determine a schedule change for the summer, if any, will occur with the Director of Public Works and/or his/her designee if such a meeting is requested by the Union.

## **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. 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 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 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. 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 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.

#### **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 I 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 C below, all eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of eight (8) hours in a day or more than forty (40) hours in a seven (7) day work period.
- C. Employees eligible for overtime compensation who work on a regular schedule in excess of eight (8) hours per day shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of the regularly scheduled hours for that day or more than forty (40) hours in a seven (7) day work period.
- D. When practical, the Department will offer Callback Overtime and shift holdover work (when an individual worker is needed vs. a crew) to regular employees qualified to perform the work prior to using extra help employees to perform the work.

E. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation, compensatory time off, 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.

F. 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.

G. 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.

H. 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.

I. Unless otherwise provided, 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).

#### 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 callbacks 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.

#### 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.



## ARTICLE 11 HEALTH AND WELFARE BENEFITS.

### 11.1. MEDICAL, DENTAL, AND VISION COVERAGE.

Medical, dental, and vision coverage is provided by County and employee contributions through the Northern California General Teamsters' Security Fund Plan Select Plus with Plan E (with an HSA) as an option ~~(hereinafter, Teamsters' Plan E)~~ and Teamsters Retiree Trust for the Trades and Crafts unit. The County contributions to medical, dental, and vision coverage shall be ~~limited to the amounts provided in 2014 and 2015 as provided in section 11.2, respectively, for other county employee units. Those~~ The County medical contributions amounts are based upon the PERS Choice plan (85% of the Employee-Only medical premium cost and 65% in the dependent costs, both amounts shall be converted to monthly maximum dollar amounts). ~~and t~~ The County dental contribution is based upon the County's dental plan rate; these amounts are shown below. The County vision plan contribution is based upon the County-sponsored vision plan rate.

~~throughout the contract term.~~

The Teamsters acknowledge that they are fully responsible for the administration and management of the Teamsters Select Plus Plan, Teamsters Plan E, and Teamsters Retiree Trust. Teamsters also agree to notify the County's Payroll Department of any change to an employee's enrollment within Teamsters health plans within seven (7) days of receipt of such notification from the employee.

### 11.2. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

~~Beginning with the pay period starting December 14, 2014,~~ During calendar year 2017, the County's maximum ~~health~~ monthly medical (includes HSA contribution), dental, and vision contributions to the Teamsters medical plans shall be as follows:

~~Monthly Medical, Dental and Vision HSA:~~

<u>Category</u>	<u><del>County</del> <del>2015 County</del> Medical Contribution</u>	<u>County Dental Contribution</u>	<u>County Vision Contribution</u>	<u>2017 Total County Contribution</u>
Employee Only	<del>\$603.64</del> <u>\$69</u> <u>7.32</u>	<u>\$29.54</u>	<u>\$11.57</u>	<u>\$738.43</u>
Employee + 1	<del>\$916.37</del> <u>\$10</u> <u>66.49</u>	<u>\$48.17</u>	<u>\$11.57</u>	<u>\$1126.23</u>
Employee + Family	<del>\$1186.49</del> <u>\$1</u> <u>386.44</u>	<u>\$63.81</u>	<u>\$11.57</u>	<u>\$1461.82</u>
<u>Vision/Dental Only – Employee Only</u>	<u>-N/A</u>	<u>\$29.54</u>	<u>\$11.57</u>	<u>\$41.11</u>
<u>—Vision/ Dental Only – Employee +1</u>	<u>N/A</u>	<u>\$48.17</u>	<u>\$11.57</u>	<u>\$59.74</u>
<u>Vision/Dental Only – Employee + Family</u>	<u>N/A</u>	<u>\$63.81</u>	<u>\$11.57</u>	<u>\$75.38</u>

### 11.3. CONTRIBUTIONS IN SUBSEQUENT YEARS.

For ~~2016~~2018 and 2019, the County will ~~determine~~ maintain its contributions to the



Teamsters health insurance plan based on a contribution formula for the PERS Choice plan for those calendar years (85% of the Employee-Only medical premium cost and 65% in the dependent costs, both amounts shall be converted to monthly maximum dollar amounts).

The County's contribution level will also include the amount paid for the County's Dental Plan and Vision plans. The County will increase its monthly contribution by up to \$5.00 for employee-only and by \$5.00 for an employee with dependents should the dental premium increase. The County will adjust its contributions, up to a like amount, in subsequent years, should the Dental rates increase by that amount approximately the same as other County bargaining units between the three coverage levels (family, plus one, and employee only).

Except as provided in this Article, any additional contribution necessary for the Teamsters' medical/dental plan, and required prefunding payback shall be paid by the employee through payroll deduction.

**11.4. ~~REVIEW OF CONTRIBUTIONS.~~ SURPLUS FUND DEPLETION**

~~Each year, the parties shall meet in November or earlier with representatives of the County and the County Auditor's staff to review and, if necessary, revise the amounts to be allocated for health plans and/or discuss an alternate plan covering actives and retirees.~~

Effective within 30 days of the effective date of this Agreement, the County will provide past overfunded surplus residual premium funds to the Teamsters to use for other employee benefit programs to be determined at the discretion of the Teamsters. The Teamsters also agree to provide the County with a report outlining the expenditures of such surplus funds to verify use for employee benefit programs.

**11.5. COUNTY CONTRIBUTION TO RETIREES.**

A. Eligible Unit Retirees hired prior to January 1, 2017 shall be covered by the Teamsters' Retiree Trust with the County's monthly obligation to contribute to premiums limited to the amounts referenced above in Section 11.2 and 11.3: ~~A-for Employee Only, Employee Plus One, and Employee Plus Family, a maximum of \$585.81 for Employee only, \$898.57 for Employee plus one dependent, and \$1168.69 for Employee and family. The Retirees shall pay the County an amount, annually determined, to cover the difference not covered by the above contributions and the Teamsters' retiree surcharge. The annual cost savings the County realized by the reduction to contributions for Teamster retiree premiums will be credited to Teamster members currently enrolled in the medical plan (excluding opt outs) with the County on July 1<sup>st</sup> of each subsequent year at the discretion of the Union. The above amounts are monthly dollar amounts derived from the 85% for Employee Only and 65% for dependent costs under the PERS Choice premiums plus the County's Dental contributions for the actives.~~

B. For covered employees hired on or after January 1, 2017 who retire from active County service, the monthly retiree medical premium will be paid by the County to the Teamsters' Retiree Trust at the statutory minimum amount prescribed by Government Code section 22892. The retired employee will be responsible for the balance of the medical premium.

C. The Retirees shall pay the County an amount, annually determined to cover the difference not covered by the above County contributions and any applicable Teamsters' retiree surcharge. Any such retiree premiums are due no later than the 1<sup>st</sup>

of each month and failure to pay within thirty (30) days of such due date with result in termination of coverage.

**11.6. RETIREE CONTRIBUTION IN ABSENCE OF OTHER REQUIREMENTS.**

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

**11.7. 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.

**11.8. 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.

**11.9. 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 Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

B. Beginning in January 2004, 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.

**11.10. 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 its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

**11.11. EMPLOYEE ASSISTANCE PROGRAM.**

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

**11.12 IMPACT OF AFFORDABLE CARE ACT (ACA)**

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Teamsters agree to reopen Article 11 – Health and Welfare benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Teamsters, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.

**11.13 401(a) PLAN**

Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 11.5.A, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to enroll in retiree health benefits after retirement as provided in Article 11.5.B.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 11.5.A. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.5.A, the County will contribute the minimum contribution required under Government Code section 22892 as provided in Article 11.5.B. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.5.B shall be irrevocable.

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

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

direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

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

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

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

## **ARTICLE 12 RETIREMENT.**

### **12.1. PERS MISCELLANEOUS EMPLOYEES.**

The County shall provide all current employees (hired prior to May 8, 2011) under PERS the 2% @ age 55 service retirement formula. Those hired after May 8, 2011, but prior to January 1, 2013, will be entered into the PERS 2% @ 60 retirement formula. The County shall pay the required employer contributions associated with this formula as determined by PERS. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2%@62 PERS formula as required by California state law.

### **12.2. PERS MISCELLANEOUS EMPLOYEES - EMPLOYEE CONTRIBUTIONS.**

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

A. All employees pay the full employee share (100%) of PERS pension contributions through payroll deduction unless otherwise required by California state law.

B. The County's contract with PERS provides the employee-paid portion of PERS contributions is made on a pre-tax basis.

#### 12.3. DETERMINATION OF FINAL COMPENSATION

A. **Miscellaneous Employees.** Miscellaneous employees hired prior to May 8, 2011, shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (consecutive twelve (12) months).

B. **Change to Average of Highest Three Years.** Employees hired after May 8, 2011 shall have their retirement based on the average monthly compensation for the highest three years.

### 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, Christmas Eve Day
- 12 - December 25th, Christmas Day

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. 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 (up to a maximum of 8 hours) plus straight time pay for assigned regular 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. 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 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 spouse, son, daughter, sister or brother, grandparent, step grandparent, step parent, step child, step sister, step brother, grandchild, ~~and~~ step grandchild, foster child, foster parents, qualifying domestic partner, 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.

F. **Paid Sick Leave Law.** In accordance with the Paid Sick Leave Law (AB 1522), which goes into effect on July 1, 2015, the County will provide sick leave pursuant to the requirements under the law.

### 13.3. SICK LEAVE RETENTION INCENTIVE PAYMENT.

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

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500



15 through 19	37½%	\$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 amended its PERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in the above 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 working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse; 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 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. 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.

<b>Years of Continuous Service</b>	<b>Vacation Hours Accrued per Hour</b>	<b>Equivalent Days per Year</b>	<b>Maximum Hours Accrued</b>
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 shall 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 or compensatory time. 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. Such payment shall be at the base hourly rate only, no add-ons.

**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.

**ARTICLE 14 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES.**

**14.1. PUBLIC WORKS EMPLOYEES.**

Employees who work in road maintenance, bridge maintenance, special crews,

construction, inspection, materials laboratory, and survey crews: ten (10) shirts (in any combination of short and long sleeve), gloves, and, one (1) set of rain gear to be laundered by the employee. Employees performing equipment maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts to any or all of the above through a commercial service that would include laundering.

#### **14.2. FACILITIES MANAGEMENT EMPLOYEES.**

Unit employees who perform maintenance duties shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

#### **14.3 IT CABLING TECHNICIAN.**

Employees in the position of IT Cabling Technician required to wear a County shirt by the Department Head, shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

#### **14.4. JAIL COOKS / LAUNDRY OPERATOR - UNIFORMS.**

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II and Laundry Operator: 2 "baseball" caps; 5 shirts with patches; 5 pairs of pants; 1 black leather belt with key ring; 1 brass name badge; and other law enforcement equipment or items that the Sheriff deems necessary. Only those items of clothing or equipment deemed by the Sheriff as needed by the employee will be issued. Replacement shall be limited to those articles found by the Sheriff to be no longer serviceable by reason of use in the line of duty.

#### **14.5. JUVENILE HALL COOKS - UNIFORMS.**

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II: 3 shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

#### **14.6. COUNTY PROPERTY.**

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

#### **14.7. TOOL ALLOWANCE.**

The County will provide a tool allowance on or about January 1 of each year per eligible employee then employed. The amount shall be ~~\$750~~\$800. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works and ~~Support Services~~ Fleet Management Division. Cabling Technicians and Telecommunications Technicians in the Information Systems Department will become eligible for a ~~\$250~~\$300 per year tool allowance paid in the same manner as that referred to above.

#### **14.8. BOOT ALLOWANCE.**

The County will provide a boot allowance of ~~\$200~~\$250 per year on or about January 1 of each year per eligible employee then employed. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her

own safe footwear.

**14.9. PAYMENT FOR COMMERCIAL DRIVER'S LICENSE RENEWAL.**

County will pay the fee for renewal of the Class A Driver's License for persons serving in classifications for which that license is a condition of continued employment.

**14.10. REIMBURSEMENT FOR 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).

In 2001, the County and the Union agreed that: If a Public Works employee is called to work by management outside of his or her normally scheduled work week (including being called to work on a weekend, holiday, regularly scheduled off day in an alternative work schedule, vacation day off or compensatory time off) but not including time worked beyond a regularly scheduled work shift which is covered in a different Section) in response to snow storms, for emergency traffic control, to assist with hazardous materials response, or other similar emergency situations as determined by the department head, the employee may be paid an in-lieu-of-a-meal allowance. If the employee works four (4) hours or more, as described above, he or she will receive \$11.33 in-lieu-of-a-meal allowance. If the employee works eight (8) hours or more, as described above, he or she will receive \$22.66 in lieu-of-a-meal allowance. No receipts are required for this allowance and no other food or meal allowance will be paid in these situations. When the County adjusts the meal per diem, these amounts will also be adjusted based on the same formula used to set the current rate. (for example current rate =  $\$6 + 10 + 18 = 34/3 = \$11.33 \times 1$ ,  $\$11.33 \times 2 = \$22.66$ )

**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.

**15.2. PROMOTIONAL PROBATION.**

Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of six (6) 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.

**15.3. PROBATION ON TRANSFER OR DEMOTION.**

For good cause shown, a department head may require a six (6) 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.

**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 Policy Against Discrimination Harassment.

**16.3. BASIS FOR OTHER TERMINATION FOR CAUSE.**

Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence of three 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 C (introductory paragraph) 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 five (5) working days, appeal such action to the department head, or designee. Within five (5) working 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. 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. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Manual. In addition to appealing to the Board of Employee Appeals, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing before the Employee Board of Appeals with the goal of resolving the issue prior to the formal hearing before the Employee Board of 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.**

Except as otherwise required by the State Merit System for employees covered thereby, 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 agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing with the Employee Board of Appeals or an Arbitrator with the goal of resolving the issue prior to the formal hearing.

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.**

**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 the Union 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. 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, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

**17.4 LEAVES OF ABSENCE WITHOUT PAY.**

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum twelve months and requires the approval of the Personnel Director. A leave without pay shall not extend beyond twelve months except in cases to comply with external legal requirements such as for medical or disability accommodation.

**17.5 JOINT ISSUES FORUM.**

A member of the Unit 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.

**17.6 RESTRICTION ON PROMOTIONS.**

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and Personnel Director approval for extraordinary reasons.

**17.7 LOSS OF CDL LICENSE.**

Should an employee whose position requires a valid Commercial Drivers License (CDL) have that license suspended for a period of one hundred twenty (120) days or less and that suspension is not final, the department will attempt to accommodate the loss by assigning him/her to non CDL-required work, allow the use of appropriate accrued paid leave, or if no appropriate accrued paid leave is available, allow an unpaid leave of absence up to a combined maximum of one hundred twenty (120) days.

## **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 agreed to schedule ~~the~~ the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up 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.

#### 18.4. **Grievance Board.**

A. The Grievance Board, whom shall all serve as neutrals shall consist of three (3) members as follows:

1. A department head or assistant department head of a County department other than 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, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or good 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 MANUAL**

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

20.2. If during the term of this agreement the County desires to amend the following provisions of the Personnel Manual except for purposes of compliance with requirements of law the County shall give notice to the Union and provide an opportunity to meet and confer on any proposed substantive changes. Should the Union choose to meet and confer, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Union shall meet and confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Manual are covered by this Article:

1. Voluntary Time Off Without Pay
2. Leaves of Absence
3. Drug/Alcohol Testing Policy
4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.
5. Layoff Provisions

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

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

### **21.1. Full Understanding.**

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

### **21.2. No Interim Bargaining.**

A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this agreement shall remain in full force and effect for the term of this agreement.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

### **21.3. Modification.**

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

B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

**21.4. Waiver.**

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

**21.5. Controlling Authority.**

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

**21.6. Savings Provision.**

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

**FOR THE COUNTY OF SHASTA:**

\_\_\_\_\_  
Gage C. Dungy, Labor Consultant

\_\_\_\_\_  
Angela Davis, Director of Support Services

\_\_\_\_\_  
Shelley Forbes, Team Member

\_\_\_\_\_  
Melissa Merritt, Team Member

Dated: \_\_\_\_\_

**FOR TEAMSTERS:**

\_\_\_\_\_  
Dave Hawley, Business Agent, Local #137

\_\_\_\_\_  
Jon Allen, Member

\_\_\_\_\_  
Bill Hermann, Team Member

\_\_\_\_\_  
Mike McMaster, Team Member

\_\_\_\_\_  
Andy Watkins, Team Member

Dated: \_\_\_\_\_



# ATTACHMENT A

		Current (Prior to <del>12/28/14</del> 12/25/16)	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	373	<del>2233</del> 2346	<del>2850</del> 2995
ADULT CUSTODY COOK II	396	<del>2498</del> 2625	<del>3189</del> 3351
COOK I	363	<del>2126</del> 2235	<del>2714</del> 2852
COOK II	386	<del>2379</del> 2500	<del>3037</del> 3191
CUSTODIAN I	349	<del>1986</del> 2087	<del>2535</del> 2664
CUSTODIAN II	359	<del>2085</del> 2191	<del>2662</del> 2797
EQUIPMENT MECHANIC	456	<del>3348</del> 3518	<del>4274</del> 4490
FLEET MECHANIC	438	<del>3067</del> 3222	<del>3914</del> 4113
FLEET MECHANIC HELPER	398	<del>2523</del> 2651	<del>3220</del> 3383
GROUPS MAINTENANCE WORKER I	369	<del>2190</del> 2301	<del>2795</del> 2937
GROUPS MAINTENANCE WORKER II	389	<del>2414</del> 2537	<del>3082</del> 3238
IT CABLING TECHNICIAN	420	<del>2809</del> 2952	<del>3585</del> 3767
LEAD GROUPS MAINTENANCE WKR	429	<del>2935</del> 3084	<del>3746</del> 3936
LEAD <del>ROAD</del> MAINTENANCE WKR	456	<del>3348</del> 3518	<del>4274</del> 4490
<del>LEAD SPECIAL CREWS WORKER</del>	<del>456</del>	<del>3348</del>	<del>4274</del>
LEAD WATER/WASTEWATER OPERATOR	494	<del>4031</del> 4235	<del>5145</del> 5405
MAINTENANCE MECHANIC I	386	<del>2379</del> 2500	<del>3037</del> 3191
MAINTENANCE MECHANIC II	416	<del>2754</del> 2894	<del>3516</del> 3694
MECHANICAL CRAFTS WORKER I	439	<del>3082</del> 3238	<del>3933</del> 4133
MECHANICAL CRAFTS WORKER II	449	<del>3236</del> 3400	<del>4130</del> 4339
PARTS STOREKEEPER	431	<del>2964</del> 3114	<del>3783</del> 3975
ROAD MAINTENANCE WORKER I	401	<del>2560</del> 2690	<del>3267</del> 3433
ROAD MAINTENANCE WORKER II	421	<del>2822</del> 2966	<del>3602</del> 3785
ROAD MAINTENANCE WORKER III	441	<del>3112</del> 3270	<del>3972</del> 4174
SPECIAL CREWS WORKER III	441	<del>3112</del> 3270	<del>3972</del> 4174
STRUCTURAL CRAFTS WORKER	439	<del>3082</del> 3238	<del>3933</del> 4133
TELEPHONE COMMUNICATIONS TECH	446	<del>3189</del> 3351	<del>4070</del> 4277
WATER/WASTEWATER OPERATOR I	449	<del>3236</del> 3400	<del>4130</del> 4339
WATER/WASTEWATER OPERATOR II	479	<del>3746</del> 3936	<del>4781</del> 5023
WATER/WASTEWATER OPERATOR TRNE	419	<del>2795</del> 2937	<del>3567</del> 3749
WELDER MECHANIC	456	<del>3348</del> 3518	<del>4274</del> 4490



## ATTACHMENT B

		Beginning With Pay Period <del>12/28/2014</del> 12/25/2016	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	373	<del>2300</del> 2417	<del>2936</del> 3085
ADULT CUSTODY COOK II	396	<del>2573</del> 2704	<del>3285</del> 3451
COOK I	363	<del>2190</del> 2302	<del>2795</del> 2938
COOK II	386	<del>2450</del> 2575	<del>3128</del> 3287
CUSTODIAN I	349	<del>2046</del> 2150	<del>2611</del> 2744
CUSTODIAN II	359	<del>2148</del> 2257	<del>2742</del> 2881
EQUIPMENT MECHANIC	456	<del>3448</del> 3624	<del>4402</del> 4625
FLEET MECHANIC	438	<del>3159</del> 3319	<del>4031</del> 4236
FLEET MECHANIC HELPER	398	<del>2599</del> 2731	<del>3317</del> 3485
GROUND MAINTENANCE WORKER I	369	<del>2256</del> 2370	<del>2879</del> 3025
GROUND MAINTENANCE WORKER II	389	<del>2486</del> 2613	<del>3174</del> 3335
IT CABLING TECHNICIAN	420	<del>2893</del> 3040	<del>3693</del> 3880
LEAD GROUND MAINTENANCE WKR	429	<del>3023</del> 3176	<del>3858</del> 4054
LEAD <del>ROAD</del> MAINTENANCE WKR	456	<del>3448</del> 3624	<del>4402</del> 4625
<del>LEAD SPECIAL CREWS WORKER</del>	<del>456</del>	<del>3448</del>	<del>4402</del>
LEAD WATER/WASTEWATER OPERATOR	494	<del>4152</del> 4362	<del>5299</del> 5567
MAINTENANCE MECHANIC I	386	<del>2450</del> 2575	<del>3128</del> 3287
MAINTENANCE MECHANIC II	416	<del>2837</del> 2981	<del>3621</del> 3805
MECHANICAL CRAFTS WORKER I	439	<del>3174</del> 3335	<del>4051</del> 4257
MECHANICAL CRAFTS WORKER II	449	<del>3333</del> 3502	<del>4254</del> 4470
PARTS STOREKEEPER	431	<del>3053</del> 3208	<del>3896</del> 4094
ROAD MAINTENANCE WORKER I	401	<del>2637</del> 2771	<del>3365</del> 3536
ROAD MAINTENANCE WORKER II	421	<del>2907</del> 3055	<del>3710</del> 3899
ROAD MAINTENANCE WORKER III	441	<del>3205</del> 3368	<del>4091</del> 4299
SPECIAL CREWS WORKER III	441	<del>3205</del> 3368	<del>4091</del> 4299
STRUCTURAL CRAFTS WORKER	439	<del>3174</del> 3335	<del>4051</del> 4257
TELEPHONE COMMUNICATIONS TECH	446	<del>3285</del> 3451	<del>4192</del> 4405
WATER/WASTEWATER OPERATOR I	449	<del>3333</del> 3502	<del>4254</del> 4470
WATER/WASTEWATER OPERATOR II	479	<del>3858</del> 4054	<del>4924</del> 5174
WATER/WASTEWATER OPERATOR TRNE	419	<del>2879</del> 3025	<del>3674</del> 3861
WELDER MECHANIC	456	<del>3448</del> 3624	<del>4402</del> 4625

# ATTACHMENT C

		Beginning With Pay Period <del>12/27/2015</del> 12/24/2017	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	373	<del>2346</del> 2489	<del>2995</del> 3177
ADULT CUSTODY COOK II	396	<del>2624</del> 2785	<del>3351</del> 3555
COOK I	363	<del>2234</del> 2371	<del>2851</del> 3026
COOK II	386	<del>2499</del> 2653	<del>3191</del> 3386
CUSTODIAN I	349	<del>2087</del> 2214	<del>2663</del> 2826
CUSTODIAN II	359	<del>2191</del> 2325	<del>2797</del> 2967
EQUIPMENT MECHANIC	456	<del>3517</del> 3733	<del>4490</del> 4764
FLEET MECHANIC	438	<del>3222</del> 3419	<del>4112</del> 4363
FLEET MECHANIC HELPER	398	<del>2651</del> 2813	<del>3383</del> 3589
GROUND MAINTENANCE WORKER I	369	<del>2301</del> 2441	<del>2937</del> 3116
GROUND MAINTENANCE WORKER II	389	<del>2536</del> 2691	<del>3237</del> 3435
IT CABLING TECHNICIAN	420	<del>2951</del> 3131	<del>3767</del> 3996
LEAD GROUND MAINTENANCE WKR	429	<del>3083</del> 3272	<del>3935</del> 4175
LEAD <del>ROAD</del> MAINTENANCE WKR	456	<del>3517</del> 3733	<del>4490</del> 4764
<del>LEAD SPECIAL CREWS WORKER</del>	<del>456</del>	<del>3517</del>	<del>4490</del>
LEAD WATER/WASTEWATER OPERATOR	494	<del>4235</del> 4493	<del>5405</del> 5734
MAINTENANCE MECHANIC I	386	<del>2499</del> 2653	<del>3191</del> 3386
MAINTENANCE MECHANIC II	416	<del>2894</del> 3071	<del>3693</del> 3919
MECHANICAL CRAFTS WORKER I	439	<del>3237</del> 3435	<del>4132</del> 4384
MECHANICAL CRAFTS WORKER II	449	<del>3400</del> 3607	<del>4339</del> 4604
PARTS STOREKEEPER	431	<del>3114</del> 3304	<del>3974</del> 4217
ROAD MAINTENANCE WORKER I	401	<del>2690</del> 2854	<del>3432</del> 3642
ROAD MAINTENANCE WORKER II	421	<del>2965</del> 3146	<del>3784</del> 4016
ROAD MAINTENANCE WORKER III	441	<del>3269</del> 3469	<del>4173</del> 4428
SPECIAL CREWS WORKER III	441	<del>3269</del> 3469	<del>4173</del> 4428
STRUCTURAL CRAFTS WORKER	439	<del>3237</del> 3435	<del>4132</del> 4384
TELEPHONE COMMUNICATIONS TECH	446	<del>3351</del> 3555	<del>4276</del> 4537
WATER/WASTEWATER OPERATOR I	449	<del>3400</del> 3607	<del>4339</del> 4604
WATER/WASTEWATER OPERATOR II	479	<del>3935</del> 4175	<del>5022</del> 5329
WATER/WASTEWATER OPERATOR TRNE	419	<del>2937</del> 3116	<del>3747</del> 3977
WELDER MECHANIC	456	<del>3517</del> 3733	<del>4490</del> 4764

## ATTACHMENT D

		<u>Beginning With Pay Period 12/23/2018</u>	
<u>Job Classification</u>	<u>Range</u>	<u>A Step</u>	<u>F Step</u>
<u>ADULT CUSTODY COOK I</u>	<u>373</u>	<u>2539</u>	<u>3241</u>
<u>ADULT CUSTODY COOK II</u>	<u>396</u>	<u>2841</u>	<u>3626</u>
<u>COOK I</u>	<u>363</u>	<u>2418</u>	<u>3086</u>
<u>COOK II</u>	<u>386</u>	<u>2706</u>	<u>3453</u>
<u>CUSTODIAN I</u>	<u>349</u>	<u>2259</u>	<u>2883</u>
<u>CUSTODIAN II</u>	<u>359</u>	<u>2371</u>	<u>3027</u>
<u>EQUIPMENT MECHANIC</u>	<u>456</u>	<u>3807</u>	<u>4859</u>
<u>FLEET MECHANIC</u>	<u>438</u>	<u>3487</u>	<u>4451</u>
<u>FLEET MECHANIC HELPER</u>	<u>398</u>	<u>2869</u>	<u>3661</u>
<u>GROUND MAINTENANCE WORKER I</u>	<u>369</u>	<u>2490</u>	<u>3178</u>
<u>GROUND MAINTENANCE WORKER II</u>	<u>389</u>	<u>2745</u>	<u>3504</u>
<u>IT CABLING TECHNICIAN</u>	<u>420</u>	<u>3194</u>	<u>4076</u>
<u>LEAD GROUND MAINTENANCE WKR</u>	<u>429</u>	<u>3337</u>	<u>4259</u>
<u>LEAD MAINTENANCE WKR</u>	<u>456</u>	<u>3807</u>	<u>4859</u>
<u>LEAD WATER/WASTEWATER OPERATOR</u>	<u>494</u>	<u>4583</u>	<u>5849</u>
<u>MAINTENANCE MECHANIC I</u>	<u>386</u>	<u>2706</u>	<u>3453</u>
<u>MAINTENANCE MECHANIC II</u>	<u>416</u>	<u>3132</u>	<u>3998</u>
<u>MECHANICAL CRAFTS WORKER I</u>	<u>439</u>	<u>3504</u>	<u>4472</u>
<u>MECHANICAL CRAFTS WORKER II</u>	<u>449</u>	<u>3679</u>	<u>4696</u>
<u>PARTS STOREKEEPER</u>	<u>431</u>	<u>3370</u>	<u>4301</u>
<u>ROAD MAINTENANCE WORKER I</u>	<u>401</u>	<u>2911</u>	<u>3715</u>
<u>ROAD MAINTENANCE WORKER II</u>	<u>421</u>	<u>3209</u>	<u>4096</u>
<u>ROAD MAINTENANCE WORKER III</u>	<u>441</u>	<u>3538</u>	<u>4516</u>
<u>SPECIAL CREWS WORKER III</u>	<u>441</u>	<u>3538</u>	<u>4516</u>
<u>STRUCTURAL CRAFTS WORKER</u>	<u>439</u>	<u>3504</u>	<u>4472</u>
<u>TELEPHONE COMMUNICATIONS TECH</u>	<u>446</u>	<u>3626</u>	<u>4628</u>
<u>WATER/WASTEWATER OPERATOR I</u>	<u>449</u>	<u>3679</u>	<u>4696</u>
<u>WATER/WASTEWATER OPERATOR II</u>	<u>479</u>	<u>4259</u>	<u>5436</u>
<u>WATER/WASTEWATER OPERATOR TRNE</u>	<u>419</u>	<u>3178</u>	<u>4056</u>
<u>WELDER MECHANIC</u>	<u>456</u>	<u>3807</u>	<u>4859</u>