Published on *County of Glenn* (http://www.countyofglenn.net)

.12 Employee Working Conditions

- ## .12.2 Purpose

  The policies and regulations set forth in this chapter shall apply to all employees not governed by a current memorandum of understanding.

- ## .12.4 Overtime

  A. No overtime shall be worked by an employee without specific authorization from the department head. Overtime shall be paid to employees working in excess of eight (8) paid hours a day when assigned to a five-day (5) work schedule out of the seven-day (7) work period and in excess of ten (10) paid hours when assigned to a four-day (4) work schedule. Employees shall also receive payment for overtime in excess of forty (40) paid hours within the seven (7) day work period. Paid hours include hours actually worked by the employee, vacation days if scheduled at least two (2) weeks in advance, and callback pay. Paid hours do not include on-call pay, holiday pay, sick leave, other leaves of absence, or any other condition of compensation not included above.

  B. Overtime hours shall be compensated at l-l/2 times the employee's regular rate of pay. Department heads may allow employees to accumulate no more than 60 hours of compensatory time off in lieu of paid overtime. Once accrued compensatory time off may not be converted to cash except as follows:

  1. at separation; or,

  2. upon transfer of the employee to another county department; or

  3. during the last quarter of the fiscal year if directed by the department head and there is sufficient funds in the department?s budget to pay for the conversion to cash.

  C. Elected officials, department heads, and employees occupying positions specifically designated as exempt from the provisions of this section by the Board of Supervisors shall not be eligible for paid overtime.

-

.12.6 Standby Pay on Call Pay

A. When an employee is assigned standby pay he/she shall be informed of the dates and inclusive hours of such arrangement. The employee shall be compensated at the rate of two dollars ($2.00) per hour of standby duty. Standby duty requires the employee so assigned to (1) be ready to respond to calls, (2) be reachable by telephone or pager, (3) be able to be at the employee?s work station within 45 minutes, and (4) refrain from activities which might impair the employee?s ability to perform the employee?s assigned duties. An employee shall not receive standby pay and call back pay simultaneously.

B. This section shall not apply to department heads.

- ## .12.8 Call Back Pay

A. When an employee is called out to work or an employee returns to work because of a departmental request made after the employee has completed the employee?s normal work shift and left the premises, the employee shall be credited for a minimum of two (2) hours work plus any time worked in excess of two (2) hours at time and one-half (l-1/2). An employee shall not receive standby pay and call back pay simultaneously.

B. This section shall not apply to department heads.

- ## .12.10 Working in Higher Classification

Pay for Work in Higher Classification. An employee assigned duties of a higher job classification shall be paid the rate of pay equivalent to the first step "A" or at least 5% more than the employee's regular assignment while working in the higher classification after said employee has performed the duties five days. This section shall not apply to employees performing any or all duties of the department head.

- ## .12.12 Vacation

A. Effective January 18, 2005, the County shall provide accrued vacation credit for those regular full-time County Department Heads who have completed any combination of years of employment with the State of California or California Local (City or County) Government.

Accrual Schedule. Regular employees, except elected County Officers, shall accrue vacation credit according to the following schedule:

0-2 full years: .0424 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (up to 88 hours per year, approximately 2 weeks.)

3-l2 full years: .0616 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (up to 128 hours per year, approximately 3 weeks.)

After 12 full years: .0808 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (up to 168 hours per year, approximately 4 weeks).

After 19 full years: .1 hours per scheduled hour in a paid status, not to exceed regularly scheduled hours (up to 208 hours per year, approximately 5 weeks).

B. Maximum Accruals. Each regular employee shall be permitted to accumulate the unused portion of vacation time to his or her credit, provided, that it shall be the responsibility of department heads to see that an employee does not accumulate credit for vacation in excess of two times the annual accrual rate.

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

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

E. Compensation Upon Termination. Upon termination of his or her service or employment, an employee shall be entitled to a lump sum payment for any unused or accumulated vacation time to his or her credit as of the date of termination.

F. Scheduling. Vacations shall be scheduled by request of the employee and approval of the department head. Consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods. As between those employees requesting specific vacation periods, employees with the most general seniority shall receive preference with respect to vacation scheduling; provided, however, that the request is made on or before the earlier of January 31st of that calendar year or 90 days prior to the scheduled vacation; no scheduled vacation shall be canceled by the County except in cases of emergency.

- ## .12.14 Holidays

A. The following holidays are recognized by Glenn County:

1. January 1 known as New Year's Day.

2. Third Monday in January known as Martin Luther King's Birthday.

3. Third Monday in February known as President's Day.

4. Last Monday in May known as Memorial Day.

5. July 4 known as Independence Day.

6. First Monday in September known as Labor Day.

7. November 11 known as Veteran's Day.

8. Last Thursday in November known as Thanksgiving Day.

9. Last Friday in November known as the Friday after Thanksgiving Day.

10. December 24 known as Christmas Eve.

11. December 25 known as Christmas.

12. December 31 known as New Year's Eve.

B. These enumerated holidays are vested so that no matter which day of the week they may occur, employees
will be paid for them, or receive compensable time off. Holiday pay shall be paid at the straight time rate.

C. Employees in regular part-time positions who are classified as no less than half-time (.5 FTE), shall accrue and be eligible for holiday benefits as such part-time classification bears to regular full-time service.

D. Employees shall be allowed to take compensatory time off for accrued holiday time. Such use normally shall be at a date determined by the employee with due consideration given to the efficient operation of the department, however, the department head shall have final authority on such use. Use shall not be unreasonably denied by the department head. An employee is expected to use compensatory time off but when unable to use his or her accumulated time due to unusual and extenuating departmental needs shall, upon request or determination by the department, be paid for all days accrued and unused.

E. An employee must be employed the last working day before, and the first working day after, the holiday in order to receive holiday compensation. Employees on leave without pay shall not accrue holiday benefits on leave.

F. In addition to the above enumerated holidays, Unrepresented Employees and Department Heads will also receive one (1) floating holiday per calendar year. The floating holiday shall not carryover from year to year. Floating holidays shall be scheduled in the same fashion as vacation. If an Unrepresented Employee or Department Head should separate from the County before the end of the calendar year and not use the floating holiday, he/she would not be entitled to compensation for such.

- ## .12.16 Sick Leave

A. Regular employees shall accrue .0462 hours of sick leave with pay for each scheduled hour in a paid status, not to exceed regularly scheduled hours. Sick leave shall be credited at the end of each pay period worked. All unused sick leave may be carried forward into each ensuing year.

B. Effective July 1, 2015, Temporary employees shall accrue 0.0333 hours of sick leave with pay for each

scheduled hour in a paid status, not to exceed six (6) days of maximum accrual. Sick leave shall be credited at the end of each pay period worked. All unused sick leave may be carried forward into each ensuing year, not to exceed six (6) days per year. Temporary employees are limited to using a maximum of three (3) days of sick leave in any given calendar year, and must take sick leave in increments of greater than two (2) hours.

C. Sick leave may be used for:
(1) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee.
(2) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee?s family member.
(3) Certain purposes related to the health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking.

D. A ?Family Member? is defined as:
(1) Child: biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of the child?s age or dependency status.
(2) Parent: biological, adopted, foster parent, stepparent, legal guardian of an employee or the employee?s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
(3) Spouse or Registered Domestic Partner. Grandparent or Grandchild.
(4) Sibling.

E. Sick leave shall only be granted upon approval of the department head. It is requested that requests be made in writing in advance, when possible. All employees may be required to submit evidence in the form of a physician's certificate if such absence exceeds three (3) working days or when the department head deems neces¬sary. When an employee is absent from work in each of four (4) successive months or who utilizes sick leave immediately preceding or following weekends, schedule days off, or holidays, the department head may require evidence in the form of a physician's certificate for the most recent illness.

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

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

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

I. If, in the opinion of the department head, an employee is unable to satisfactorily perform the employee?s duties because of injury or illness, the department head may require such an employee to be examined by a physician designated and paid by the County to determine if the employee can properly and safely perform the employee?s job.

- **.12.18 Salary Increase for Longevity**

A. The County shall provide a Longevity differential of 5% above the employee?s base rate of pay for those regular full-time employees who have completed ten (10) years of employment with the County.

B. The County shall provide a Longevity differential of 6% above the employee?s base rate of pay for those regular full-time employees who have completed fifteen (15) years of employment with the County. The total Longevity differential shall not exceed 6%.

C. The County shall provide a Longevity differential of 7% above the employee?s base rate of pay for those regular full-time employees who have completed twenty (20) years of employment with the County. The total Longevity differential shall not exceed 7%.

D. The County shall provide a Longevity differential of 8% above the employee?s base rate of pay for those regular full-time employees who have completed twenty-five (25) years of employment with the County. The total Longevity differential shall not exceed 8%.

E. The County shall provide a Longevity differential of 9% above the employee?s base rate of pay for those regular full-time employees who have completed thirty (30) years of employment with the County. The total Longevity differential shall not exceed 9%.

F. The County shall provide a Longevity differential of 6% above the employee?s base rate of pay for those regular full-time County Department Heads who have completed any combination of twelve (12) years employment with the State of California or California Local (City or County) Government.

G. The County shall provide a Longevity differential of 7% above the employee?s base rate of pay for those regular full-time County Department Heads who have completed any combination of twenty (20) years employment with the State of California or California Local (City or County) Government. The total longevity differential shall not exceed 7%.

- ## .12.19 Uniform Allowance

Persons in the classifications of Animal Control Officer, Undersheriff, and Sheriff?s Lieutenant shall be paid an allowance of $20.80 per biweekly pay period provided the following conditions are met:

A. They are a regular employee of the County.

B. They are required by the Department head to wear a uniform on a regular basis.

- ## .12.20 Short Term Disability Insurance

A. The County will make available for regular County employees a noncontributory Short Term Disability Insurance Program.

B. An employee must be classified at no less than half-time (.5 FTE) in a regular position to be eligible for this benefit.

C. This benefit shall be covered by the plan document issued by the company contracted to provide the insurance.

- ## .12.22 Group Insurance Coverage

A. The County will make available for regular employ¬ees and their dependents a Group Insurance Program consisting of Health, Dental, Vision, Life, and Accidental Death and Dismemberment Insurance Plans.

B. An employee must be a regular employee or deemed full time under the Affordable Care Act of the County to be eligible for coverage.

C. The term of enrollment, termination, and continua¬tion of each plan is contained in the Plan Document for the plan.

D. Health Plan Monthly Premium Contributions.

1. For regular employees the County shall contribute towards the employee health insurance premium as fol¬lows:

Effective for the premium payment for January 1, 2008, the County shall contribute towards the employee health insurance payment as follows:

Employee only 90% of the premium for Blue Shield Acess + HMO plan
Employee + 1 The previous years contribution plus the dollar amount added to the employee only rate
Employee + 2 The previous years contribution plus the dollar amount added to the employee only rate

2. Employees shall be responsible for the payment of the premium amount in excess of the County Contribution Rate.

3. Individuals who opt out of Group Health Insurance Coverage shall receive a net monthly payment equivalent to 90% of the employee only Premium for the Blue Shield Access + HMO plan available, minus the amount the County must contribute to taxes, retirement contributions and other costs directly tied to salary. The employee must provide proof of health insurance coverage in order to qualify for this payment.

E. The County shall make available a Dental Plan for all regular County employees and their dependents.

1. The County shall pay 100% of the employee?s premium.

2. The employee shall pay 100% of the dependent premium. Should the dependent premium contain the employee premium as a component of a composite pre¬mium, the County shall pay the amount equal to the employee-only premium.

F. The County shall make available a Vision Plan for all regular County employees and their dependents.

1. The County shall pay 100% of the employee?s premium.

2. The employee shall pay 100% of dependent pre¬mium. Should the dependent premium contain the em¬ployee premium as a component of a composite premium, the County shall pay the amount equal to the employee-only premium.

G. The County shall provide a Group-term Life Insur¬ance Policy for all regular County employees and their dependents.

1. The policy value is:

$50,000 for Department Heads;
$50,000 for regular County employees;
$1,000 for covered spouse of the regular County employee;
$100 for covered children ages 14 days to less than 6 months;
$1,000 for covered children ages 6 months to less than 19 years (25 years if a full-time student)

2. The County shall pay the requisite premium for this policy.

H. The County shall make available to regular county employees an Internal Revenue Code (IRC) Section 125 plan for the purpose of allowing employees to pay their insurance premiums with pre-tax dollars.

I. The payment of the employee?s contribution towards the required premiums shall be made through payroll deduction.

- **.12.23 Annual Leave**

A. Effective January 1, 2001 and on each January 1 thereafter, each salaried (FLSA Exempt) regular employee shall be credited with eighty (80) hours of Annual Leave. This leave may be taken at any time, with the approval of the Department head, as a reward for working extended hours. Annual Leave shall not be reasonably denied. Annual Leave does not accrue from year to year. Annual Leave not used by the end of the calendar year shall be forfeited. A salaried employee hired after January 1 of a given year shall be credited with a pro rata share of Annual Leave on their date of hire.

B. Effective December 2001, and every December thereafter, each Department Head shall be allowed to cash out up to 40 hours of annual leave in December of each year with payment to be made in the first pay check in the following January, provided that the Department Head has taken any combination of vacation and annual leave equaling 80 hours during the preceding twelve months, December through November.

C. Sections 10.12.23 A. and 10.12.23 B. shall not be applicable to Elected Officials who are also Department Heads. In lieu of Annual Leave Elected Department Heads shall, effective in the first pay check in January 2002, and every January thereafter, be paid the equivalent of 40 hours base pay.

-

.12.24 Bereavement Leave

Bereavement leave with pay because of death in the employee's immediate family shall be granted not to exceed forty (40) hours for each instance. However, a department head may authorize more than three days leave based on extenuating circumstances, but all such leave in excess of forty (40) hours shall be charged to the employee's regular accumulated sick leave. Immediate family shall mean spouse, child, parent, grandparent, sibling, and those family relationships recognzied by law such as in-law, half, step, adopted, and foster family members. This section shall not apply to elected officials.

-

.12.25 Emergency Aid Volunteer Leave

A. Emergency Aid Volunteer Leave is hereby established as policy and shall be granted to County employees should any disaster require many days and/or hours of volunteer help.

B. In addition, the Board of Supervisors must declare that volunteerism in the time of disaster is a matter of public interest and therefore not an improper use of government finances.

C. This policy is effective for all disasters declared after 8/15/2005. To be eligible for re-instatement of part of the time used, the employee and/or disaster would have to conform to the following criteria:

1. A disaster must be declared by either a State Governor or a Federal government agency prior to starting leave to facilitate becoming a volunteer.
2. The employee must volunteer with a Federal Emergency Management Agency recognized organization.
3. The employee must gain permission from his/her supervisor and approval of the Department Head.
4. The employee must use vacation time or compensatory time off for this volunteer service.
5. The Employee must provide written proof of valid service to a disaster area within 30 days of return for restoration of time.

D. The County shall restore half (½) of the time used. Amount restored shall not exceed two (2) weeks or eighty (80) hours.

E. The volunteer work is not a County directed activity and any expenses related to the volunteer service are the responsibility of the employee.

-

.12.26 Grievances

A. Definition. A "grievance" shall be defined as a violation of any law, directive, rule, regulation or section of this policy. This section shall not apply to County rights specified in Section 10.04.08 or to disciplinary actions pursuant to Section 10.12.28. There shall be an earnest effort on the part of all parties to settle a grievance promptly through the steps listed below.

B. Appeal Procedure.

1. Step I - Supervisor. An employee's grievance must be submitted orally or in writing to his or her first line supervisor or management representative immediately in charge of the aggrieved employee within fourteen (14) calendar days after the event giving rise to the grievance or after the employee would be reasonably expected to have knowledge of the event having taken place. The supervisor or management representative will give his or her answer to the employee by the end of the seventh (7th) calendar day following the presentation of the grievance. Such answer will terminate Step I.

2. Step II - Department Head. If the grievance is not settled in Step I, the grievance shall be reduced to writing by the employee, on the County grievance form approved by the Personnel Department, fully stating the facts surrounding the grievance, setting forth the law, directive, rule, regulation or section of this Policy which has been violated and detailing the remedy sought. The grievance shall be signed and dated, and presented to the department head or his or her designated representative with a copy to the Personnel Department, within fourteen (14) calendar days after receipt of the required answer in Step I. A meeting with the employee, employee representative and department head, or their designees, will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting shall take place within seven (7) calendar days from the date the grievance is presented to the department head or his or her designee. The department head or his or her designee shall give a written reply to the grievance by the end of the seventh (7th) calendar day following the date of the meeting. Such written reply will terminate Step II. Time limits as set forth above may be extended by mutual agreement between the parties, but neither party may be required to so agree. If the County, or any management representative of the County, fails to respond within the time periods contained above, the grievant may automatically, proceed to the next step of the grievance procedure. If the grievant fails to meet the time requirements, the matter is considered to be abandoned.

3. Step III Personnel Director Review. Within fourteen (14) calendar days of the department head's decision, the employee may apply to the Personnel Director for review. The Personnel Director shall within seven (7) calendar days meet with the employee, department head, and other persons as are deemed necessary in an attempt to resolve the grievance. The Personnel Director shall resolve the grievance and shall send a response in writing to the grievant and shall advise the grievant of the right to appeal further. If the Personnel Director declares the matter not subject to the grievance procedure, each party shall present evidence to an arbitrator who shall decide whether or not the matter is arbitrable before proceeding to Step IV of the grievance procedure.

4. Step IV - Arbitration. Within ten (10) calendar days of the Personnel Director's review and decision, the employee may request in writing to the Personnel Director a desire to submit the matter to advisory arbitration.

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

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

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

The decision of the arbitrator is advisory to the Board of Supervisors whose decision shall be final and binding on both parties. Each party shall bear the expense of the presentation of the party?s own case.

All fees and expenses of the arbitration shall be shared equally by the parties. If the employee elects to proceed to arbitration, the employee will pay half of the arbitration fee in advance. In no event will the County pay more than half the expenses.

5. Step V - Board of Supervisors Appeal. The Board of Supervisors may consider the decision of the arbitrator, hear the grievance de novo or by resolution or minute order refer it to such persons or body as it deems necessary for hearing. The Board of Supervisors shall further determine whether or not the decision reached by such other person or body shall be final and binding or advisory in nature. Any costs related to proceedings before the Board of Supervisors or proceedings before another person or body referred by it shall be shared equally by the parties.

The employee may elect to bypass Step IV of the grievance procedure and request a review and hearing before the Board of Supervisors in closed session. All decisions under Step V by the Board of Supervisors in the matter shall be final and binding on all parties.

C. Employee Exclusions. This grievance procedure shall not pertain to County department heads.

- ## .12.28 Disciplinary Action

A. Disciplinary Action - General. Disciplinary action may be taken against any employee who has regular status by the appointing authority for cause. This section shall not apply to employees dismissed while on probation. As used in this section "disciplinary action" means dismissal, demotion, reduction in pay or suspension for not to exceed thirty (30) calendar days. As used in this section, "appointing authority" means the Board of Supervisors or the appropriate elected official or department head exercising supervisory authority over the employee against whom disciplinary action is taken.

B. Causes for Disciplinary Action.

1. Falsifying personnel records or county records or providing false information concerning employment qualifications.

2. Incompetency.

3. Inefficiency.

4. Inexcusable neglect of duty.

5. Willfully disobeying a reasonable order or refusal to perform job as assigned.

6. In possession of or under the influence of or trafficking in habit forming drugs or narcotics while at work or on county property.

7. In possession of or under influence of alcoholic beverages while at work or on county property.

8. Intemperance.

9. Unauthorized absence without leave.

10. Conviction of a felony or misdemeanor related to the performance of duties of the job. A plea of guilty or nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

11. Indecent conduct which has an adverse effect on the county image.

12. Discourteous treatment of the public or other employees.

13. Improper political activity as defined in the Government Code or county regulations.

14. Misuse of county property or damage to public or private property resulting from misuse or negligence.

15. Violation of Conflict of Interest Code.

16. Abuse or misuse or excessive use of sick leave, vacation or other employee benefits.

17. Gambling on county premises.

18. Failure to properly report absenteeism.

19. Excessive tardiness.

20. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.

21. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to his or her department or to the county.

C. Notice of Disciplinary Action. The appointing authority may initiate disciplinary action against an employee for just cause by serving upon the employee a written notice of disciplinary action. The notice shall be served upon the employee personally or by mail and shall include:

1. A statement of the nature of the disciplinary action.

2. A statement of the causes therefor.

3. A statement in ordinary and concise language of the acts or omissions which the causes are based.

4. Copies of all documents and materials upon which the action is based.

5. A statement advising the employee of his or her right to respond to notice before disciplinary action is taken or before seven (7) calendar days after the date of service orally, or in writing, or both,

6. A statement advising the employee that if disciplinary action is imposed, he may appeal such action to a qualified arbitrator as provided in Paragraph D, below, by filing a written request to the Personnel Director for arbitration within thirty (30) calendar days of service of this notice.

D. Appeal to Arbitration. If a request for arbitration is filed, in all cases an attempt shall be made to mutually agree upon a joint written submission of the issues to be submitted to the arbitrator. If no such joint submission is reached, each party shall submit to the arbitrator its own statement of the issues. The basic issues to be submitted to the arbitrator are as follows: Was the employee given disciplinary action for reasonable cause? If not, to what remedy is the employee entitled under the provisions of this Title?

E. Arbitration Hearing. The arbitration hearing shall be private unless the appealing employee requests a public hearing. Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses, subpoena evidence and witnesses, and to rebut evidence against him. Oral evidence shall be taken only under oath or affirmation. The hearing need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence may be admitted if it is the sort of evidence responsible persons are accustomed to rely on in the conduct of serious affairs.

F. Decision of Arbitrator. Following the hearing, the arbitrator shall consider the evidence presented, shall make findings regarding the existence of cause. Should the arbitrator find that the discharge, demotion, suspension or reduction was without reasonable cause, the arbitrator shall make a written decision as to the appropriate action to be taken. Copies of the decision and recommendation shall be sent to the employee and the department head and one copy shall be sent to the Personnel Director to be filed in the employee's permanent personnel record.

G. Implementing Arbitration Decision. If it is the arbitrator's decision that the department's order should be modified, the employee shall be restored to a position in his former class, subject to forfeiture of pay and fringe benefits for all or a portion of the period of time he was removed from duty by the department head, as determined by the arbitrator. Should the arbitrator find that the department's order of dismissal should be rescinded, the employee shall be reinstated to a position in his former class and shall receive pay and fringe benefits for all of the period of time he was removed from duty by the department.

H. Appeal to the Board of Supervisors. The decision of the arbitrator may be appealed by either party to the Board of Supervisors who shall retain the authority to make the final and binding decision. Any such appeal must be presented within thirty (30) calendar days.

I. Other Procedures. At all steps of the appeal process, the employee may represent himself or he may be represented by a representative of his choosing. The expense of the arbitrator, including reporter's expense if one is used, shall be borne equally by the County and the employee.

J. This section does not apply to department heads or to persons in the class of undersheriff.

-->

conditions