MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF GLENN

AND THE

GLENN COUNTY DEPUTY SHERIFFS' ASSOCIATION

July 1, 2015 through September 30, 2017

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLENN AND THE GLENN COUNTY DEPUTY SHERIFFS' ASSOCIATION

July 1, 2015 through September 30, 2017

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

ARTICLE 1.01 - RECOGNITION:
The County recognizes the Association as the exclusive bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions of all persons employed in the classifications of Exhibit "A" attached herein. Both parties recognize their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the County.

ARTICLE 1.02 - IMPLEMENTATION/RECOGNITION:

A. This Memorandum of Understanding constitutes a mutual agreement by the representatives of the parties to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved in whole or in part by the Board of Supervisors.

B. The County may adopt reasonable rules and regulations after consultation in good faith with representatives of the Association concerning the administration of employee relations under this Article, except as otherwise provided by law.

C. The County shall give reasonable written notice to each recognized employee organization of any proposed ordinance, policy rule or regulation relating to matters within the scope of representation set forth in this Article, except as otherwise provided by law, or this Memorandum of Understanding.

ARTICLE 1.03 - COUNTY RIGHTS:
Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: the exclusive right to determine the methods, means, and personnel by which County Government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations and technology of performing its work; to determine the mission, function and necessity of all or part of each of its constituent Departments, boards, and commissions and take all necessary actions to carry out their missions, functions and necessity, or any part thereof, as well as set standards of service to the public.

It also retains the sole right to administer the County Personnel Policy and Codes, to classify or reclassify positions, add or delete positions or classes to or from the County Budget or Salary Resolution; to establish standards for employment and promotion of employees, to evaluate employees, to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons.

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

ARTICLE 1.04 - EMPLOYEE RIGHTS:
Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations as required by law. Employees of the County shall also have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of his or her exercise of these rights.

ARTICLE 1.05 - RULES AND REGULATIONS:
The Association agrees that its members shall comply with all Departmental, County, and mandated rules and regulations, including those relating to conduct and work performance. The County agrees that Departmental rules and regulations which affect working conditions shall be the proper subject for meet and confer prior to their adoption and shall be subject to the grievance procedure. Where Departmental or County rules and regulations are in conflict with provisions of this Agreement, this Agreement shall prevail except for the Employer - Employee Relations Policy which shall prevail.

ARTICLE 1.06 - WORK ACTION:
No work stoppage, strike or slowdown as determined by the County shall be sanctioned by the Association while the Association is the exclusively recognized employee organization and no lockouts shall be made by the County. If a work stoppage, strike or slowdown occurs, then the Association responsibility shall be to urge its members to return to work. Any employee participating in such stoppage, strike, or slowdown shall be subject to disciplinary action. Association sanction of such stoppage, strike, or slowdown shall result in the County's withdrawal of recognition and all rights pertinent thereto by the County.

ARTICLE 1.07 - NO DISCRIMINATION:

A. **FAIR EMPLOYMENT PRACTICES** - AFFIRMATIVE ACTION. The County and the Association agree that no person employed or applying for employment with the County shall be unlawfully discriminated against by either party because of race, color, religion, mental or physical disability, medical condition, national origin, ancestry, marital status, sex (including gender identity), sexual orientation, age (over 40), veteran's status, or any other non- merit factor except where such factors are determined to be bona fide occupational qualifications after consideration of reasonable accommodation factors in relation to the essential job duties of the position.
B. **ASSOCIATION ACTIVITIES.** Neither the County nor the Association shall interfere with, intimidate, coerce or discriminate against County employees because of their exercising their right to form, join and participate in the activities of the Association, or exercising their right to refuse to join or participate in the activities of the Association.

ARTICLE 1.08 - ASSOCIATION VISITATION:
The County agrees to grant not more than two (2) official representatives of the Association the right to contact employees during their duty period, except that it is intended, that normally, such contacts will be made on breaks or lunch periods. The Department head shall be notified in advance of such Association activities whenever a meeting of three (3) or more employees is scheduled.

ARTICLE 1.09 - BULLETIN BOARDS:
Two bulletin boards shall be provided, one in the Sheriff's office in Willows and one at the substation in Orland, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreation and social affairs, classes, seminars and other matters pertaining to the employee and Association affairs. Materials relating to local, state or national political elections shall not be posted, nor shall any material be posted which is derogatory toward any County employee. The County shall post on the designated bulletin Boards all notice of promotional examinations for classes within the unit at least ten (10) calendar days before the final filing date for the position.

ARTICLE 1.10 - DISTRIBUTION OF ASSOCIATION MATERIALS:
The Association shall have the right to distribute materials to its members through normal County channels. The Personnel Director shall be notified three (3) days before any internal mass mailings occur. No material shall be distributed which is derogatory to any County employee. The Association shall pay the cost of all mass mailings or internal distributions.

ARTICLE 1.11 - USE OF COUNTY FACILITIES:
County facilities may be made available upon timely application for use by employees and Association. Use of such facilities shall be on the employee's own time.

ARTICLE 1.12 - PAYROLL DEDUCTION:
County agrees, upon written consent of the employees involved, to deduct dues as established by the Association, from the salaries of its members who it represents. The sum so withheld shall be remitted by County, without delay, directly to the Association along with a list of employees who have had such amounts deducted. Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the payroll section of the Department of Finance, ten working days prior to the effective date of the change. Additional voluntary payroll deductions from employees' salaries shall be made in accordance with Glenn County Resolution No. 77-1.

ARTICLE 1.13 - AGENCY SHOP

A. Agreement.
All regular employees occupying positions in classifications listed in Attachment A, who are members of the Association, shall be required to pay Association Dues. Employees are not required to join the Association as a condition of employment. However, non-member regular employees occupying positions in the classifications listed in Attachment A shall, during the term of this agreement, pay a service fee as authorized by Government Code § 3502.5. The amount of the service fee shall not exceed Association dues.

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

C. Withdrawal from the Association

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

ARTICLE 1.14 - PROBATIONARY PERIOD

All employees covered by this MOU shall serve a one year probationary period. Notwithstanding any provision of this MOU or any county policy or procedure individuals who are promoted from the classification of Deputy Sheriff Trainee to the classification of Deputy Sheriff shall serve a one year probationary period.

ARTICLE 2.01 - HEALTH INSURANCE COVERAGE.

The County shall make available a variety of Health Plans.

ARTICLE 2.01.01 - CONTRIBUTIONS.

ARTICLE 2.01.01 A EMPLOYEES.

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

The employees' premium payment shall be made by payroll deduction.

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

An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the health insurance contract provisions.

ARTICLE 2.01.01 B COUNTY.

For the term of this agreement the County shall contribute towards the health insurance premium as follows:

Employee only – The County shall pay the equivalent of 90% of the Premium for the Blue Shield Access+ HMO* available to the majority of County employees.	Employee + 1 – The County shall pay the equivalent of the previous year's contribution plus the dollar amount of the increase added to the previous years Employee only premium.	Employee + 2 – The County shall pay the equivalent of the previous year's contribution plus the dollar amount of the increase added to the previous years Employee only premium.

* Should the Blue Shield Access+ HMO become unavailable to the employees of Glenn County the parties mutually agree to meet and select an alternative premium to be used for establishing the contribution rate.

ARTICLE 2.01.02 - PAYMENT IN LIEU OF HEALTH INSURANCE.

For employees who opt out of health insurance coverage after the effective date of this MOU the County agrees to provide a net cash payment in lieu of Health Insurance Contributions that is equal to 90% of the HMO employee only premium minus all required employer contributions and employee deductions for payroll taxes, retirement, and insurance premiums that are directly tied to compensation.

ARTICLE 2.02 DENTAL PLAN.

The County shall make available a dental plan for covered employees and their dependents.

A. The employee shall pay 100% of the premium for this plan.

B. The employees' premium payment shall be made by payroll deduction.

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

D. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the dental insurance contract provisions.

ARTICLE 2.03 VISION PLAN.

A. The County shall make available a vision plan for covered employees and their dependents.

B. The County shall pay 100% of the employee's premium.

C. The employee shall pay 100% of the dependent premium. Should the dependent premium contain the employee premium as a component of a composite, the County shall pay an amount equal to the employee only premium.

D. The employees' premium payment shall be made by payroll deduction.

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

F. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the vision insurance contract

G. The County contribution for Regular-Part-Time employees shall be pro-rated based on the employees' relationship to Regular-full-time employment.

ARTICLE 2.04 LIFE INSURANCE:

The County agrees to maintain a $10,000 Group-Term Life Insurance policy for employees in this unit. This benefit is offered pursuant to the Plan Document, which includes a depreciating benefit for employees who reach the age of seventy (70).

ARTICLE 2.05 - DISABILITY INSURANCE:
The County agrees to provide a short term disability insurance program for members of this unit. The County agrees to pay the premium for Employee coverage in the short-term disability plan during the term of this agreement. This plan will pay 66 2/3% of a covered employee's base salary up to a maximum of $1000.00 per week for a period of 52 weeks. (Refer to the Plan Document for Plan specifics).

While on Short-Term Disability an employee will be entitled to the following benefits:

1. Earn one month's normal accrual of vacation for the first 30 days. This accrual is credited to the employee's vacation account when the employee returns to work or when the employee terminates, whichever occurs first.

2. Earn one month's normal accrual of sick leave for the first 30 days. This accrual is credited to the employee's sick leave account when the employee returns to work.

3. The County will continue paying the employer's contribution to Group Insurance during the first 26 weeks of a specific claim, unless otherwise provided by the County adopted Stability Period. The Stability Period s defined under Board of Supervisor Resolution #2014-XX, pursuant to the Affordable Care Act.

An employee must exhaust all sick leave benefits before receiving short-term disability benefits. Vacation must be used to "integrate" or "supplement" short-term disability payments; CTO may be used to "integrate" or supplement" short-term disability payments. Example: Short-term disability payments are equivalent to 66 2/3% of an employee's base salary (as stated above). Employees must utilize vacation, and may utilize CTO, to provide for the remaining 33 1/3% of an employee's base salary while receiving short-term disability payments.

ARTICLE 3.01 - SCHEDULING:
No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation. The head of each Department and office shall prepare a schedule showing the hours each employee and appointed officer of the County in his or her Department of office is to work. Except under emergency circumstances, the head of each Department and office shall make every reasonable effort to assure that no employee shall make more than one change of shift in any work week and that the employee shall be off duty no less than ten (10) hours prior to working the new shift. Except in cases of emergency, employees shall be given seven (7) calendar days notice of any change in shift schedule. Sworn personnel assigned to Patrol Division shall work four (4) ten (10) hour shifts per work week providing manpower and budget considerations allow. A change, other than an emergency, to the Patrol Division's 4/10 shift schedule could be accomplished by the Sheriff after consulting with the officers of the DSA and agreement reached. The Association shall be notified within 24 hours of an emergency arising by contacting either the paid representative or the Association president by telephone. This notification requirement shall be deemed met if a message is left on the answering machine or service of either individual. Should telephone services be disrupted this notification requirement shall be deemed met if notice is given within 24 hours of the resumption of services.

ARTICLE 3.02 - EMERGENCY:
"Emergency" shall be defined as an unforeseen circumstance requiring immediate action; a sudden, unexpected happening, an unforeseen occurrence or condition.

ARTICLE 3.03 - OVERTIME:

A. **Eligible Positions.** All positions in classifications designated in the Deputy Sheriffs' Unit.

B. **Overtime Defined.** Overtime shall be work of at least 12 minutes beyond the normally assigned hours. For the purpose of calculating overtime, all time off with pay shall be considered time worked. For those members working an authorized modified work schedule, in accordance with section 7(k) of the FLSA, all authorized hours worked in excess of 80 hours in a 14 day work period shall be overtime. For those employees working a standard schedule, all authorized hours worked in excess of 40 hours in a 7 day work period shall be overtime.

C. **Overtime Authorization.** Employees shall be required to work overtime when assigned by the Department Head or designated representative. No employee shall work overtime without prior approval of the Department Head or designated representative.

D. **Overtime Compensation.** Employees shall be compensated for overtime at one and one-half times their regular rate of pay. Overtime compensation may, at the discretion of the employee be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours. Shift Differential is not eligible to be credited to CTO - meaning, an employee who earns shift differential must be compensated for the time worked in the pay period in which it was earned.

E. **Use of Accumulated Compensatory Time Off (CTO).**
   (1) An employee who has requested use of accumulated CTO shall be permitted by the Department Head to use such time within a reasonable period unless the request unduly disrupts Departmental operations.
   (2) Any CTO accumulation in excess of the 240 hour cap which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned.
   (3) An employee who has accumulated CTO shall, upon termination from employment, be paid for the CTO with the termination pay settlement.

F. **Fringe Benefits Not Affected By Overtime.** Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

ARTICLE 3.04 - SALARIES:

A. Employees shall be paid bi-weekly in accordance with the pay schedule shown at Attachment "A" from the Pay Table at Attachment "B".

B. Employees shall be assigned by the Sheriff to the following positions. Effective November 1, 1998, employees so assigned shall be given a special five percent (5%) additional compensation for the duties and responsibilities associated with these positions so long as they are assigned and performing these duties.

   Field Training Officer.

K-9 Officer.

The assignment to and removal from these duties shall be at the sole discretion of the Sheriff.

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

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

No employee shall receive incentive pay for a Supervisory P.O.S.T. Certificate if he or she is not functioning in a supervisory position. The designation of supervisory positions shall rest with the appropriate Department head.

Incentive pay shall be provided to all qualified personnel. Incentive pay based on P.O.S.T. Certificates shall be effective from the qualifying date on the application as certified by the Department head or his designee provided the employee makes application within sixty days of the qualifying date. If the employee fails to make application within sixty days of qualification the incentive pay shall be payable effective the date the pay action is submitted to the Department Of Finance.

D. MERIT STEP INCREASE

(1) A merit pay plan with a 5-step system shall exist. No employee shall advance in steps based upon seniority. All advancements shall be based solely upon merit. The Department Head shall review written evaluations of all eligible employees once a year on or before their anniversary date for salary step increase consideration. There shall not be less than one evaluation per year. On the basis of performance valuations, employees shall advance one or more steps based on the discretion of the Department Head. No increase shall be authorized or paid for those employees with an overall "substandard" (less than satisfactory) performance evaluation. The Department Head may withhold or delay a merit step increase for lack of a satisfactory evaluation; provided that the Department furnished the employee with training and/or a written action plan for the evaluation period. Step increases shall not exceed the top step of the range for the classification.

(2) Should an employee's annual evaluation not be submitted on schedule; a merit step increase shall be automatically given. The comments section of the Pay Action shall be annotated as follows: "Merit Step Increase granted due to non-submission of employee evaluation. The granting of this increase does <u>not</u> necessarily denote satisfactory performance by the employee".

(3) Merit Step Increase Effective Date. For merit step increases effective during the first week of a pay period, the effective date shall be the first day of the pay period. For merit step increases falling in the second week of the pay period, the effective date shall be the first day of the following pay period.

ARTICLE 3.05 - PAY FOR WORK IN HIGHER CLASSIFICATION:

ARTICLE 3.05.01 – DEFINITIONS:

For the purpose of this Article the following definitions shall apply:

a) Vacant Position. A vacant position is an authorized allocated position for which there is no appointed incumbent.

b) Absence of the Incumbent. The absence of the incumbent is defined as any approved absence caused by training, vacation, sick leave, leaves without pay, military leave, administrative absence with pay, or absent under the provisions of Labor Code 4850.

ARTICLE 3.05.02 – WORKING IN A HIGHER CLASSIFICATION BECAUSE OF A VACANT POSITION.

Any employee who is assigned duties of a higher job classification shall be paid the wage rate of the higher classification for each hour he or she performed such duties when the duties exceed forty consecutive work hours. When the employee exceeds the 40 hour requirement, he/she shall be paid the higher rate for the previous 40 hours worked. Payment shall not be made for any hours totaling less than 40 consecutive work hours. In the event the employee's Out of Classification assignment creates a change to vacation accruals or the allowance of "annual leave", the employee will be eligible for a prorated accrual amount, directly related to the duration in the Out of Classification assignment. A vacant position in the higher class must exist for this provision to apply and the employee must be assigned the majority of the duties of the higher class.

ARTICLE 3.05.03 – WORKING IN A HIGHER CLASSIFICATION BECAUSE OF THE ABSENCE OF THE INCUMBENT IN EXCESS OF 21 CONSECUTIVE WORK DAYS (168 HOURS).

Any employee who is assigned duties of a higher job classification shall be paid the wage rate of the higher classification for each hour he or she performed such duties when the duties exceed twenty-one consecutive work days. When the employee exceeds the 21 consecutive work day requirement, he/she shall be paid the higher rate for the previous days worked. Payment shall not be made for any days totaling less than 21 consecutive work days. The absence of the incumbent in the position in the higher class must exist for this provision to apply and the employee must be assigned the majority of the duties of the higher class

ARTICLE 3.05.04 - ROTATIONAL DETECTIVE POSITIONS:

Employees may be assigned by the Sheriff to serve in a Rotational Detective Position generally for a period of not less than two years. Employees so assigned shall be paid at the Sheriff's Detective pay range and shall receive at least a 5% increase in base pay when placed in this assignment. While assigned as a Rotational Detective the employee's base pay shall not exceed 10% above that of a top step Deputy Sheriff. The employee's anniversary date shall

not change as a result of being assigned to the position of Rotational Detective. Employee evaluations and merit step increases shall continue on schedule.

ARTICLE 3.06 - TRAVEL PAY:
Employees shall, upon request, be advanced in either cash or check their estimated daily meal allowance at the current County rate for approved Department related travel and P.O.S.T training courses. At no time will an advanced request be for less than $50.00. The employees shall also be provided a County Credit Card to cover all other approved travel and P.O.S.T. related travel expenses. Use of the Credit Card shall be in accordance with the County's Credit Card Policy.

ARTICLE 3.07 - STANDBY PAY:
When an employee is assigned standby duty, he or she shall be informed of the dates and inclusive hours of such arrangement. He or she shall be compensated at the rate of one dollar and fifty cents ($1.50) per hour of standby duty. Standby duty requires the employee so assigned to (1) be ready to respond immediately to calls, (2) be reachable by telephone, (3) be able to be at his/her work station within 30 minutes and, (4) refrain from activities which might impair his or her ability to perform his/her assigned duties. An employee shall not receive standby pay and call back pay simultaneously.

ARTICLE 3.08 - CALL BACK PAY:
When an employee is required to return to work, more than two hours before a scheduled work day is to begin, and after he or she has completed his/her normal work shift and left the premises, he/she shall be credited for a minimum of two hours work on a normal work day. Call back on a day off shall be at a minimum of four hours overtime credit. An employee shall not receive standby pay and call back pay simultaneously.

ARTICLE 3.09 - SHIFT DIFFERENTIAL:
Employees assigned to work any shift in which the majority of the hours worked fall between 5:00 p.m. and 7:00 a.m. shall receive one dollar and fifty cents ($ 1.50) per hour in addition to their hourly rate when those hours are actually worked. Shift Differential must be paid in the pay period in which it was earned. Shift Differential is not eligible to be credited to Compensatory Time Off (CTO).

ARTICLE 3.10 - PAY DAY:
Employees shall be paid bi-weekly on the dates established by the Director of Finance. Employees shall be paid by direct deposit.

ARTICLE 3.11 - BI-LINGUAL-PAY:
The County shall provide Bi-lingual pay at 50 cents per hour provided the employee have both demonstrated proficiency in the language to the satisfaction of the Department Head and whose Department head requires them to use a foreign language in the course of their employment. Payment of bilingual pay is at the sole discretion of the Department Head. Assignment or non-assignment of bilingual duties is excluded from Article 7.02 Grievance.

ARTICLE 3.12 - SALARY INCREASE FOR LONGEVITY
Effective April 10, 2016, regular full time employees shall receive an increase of five percent (5%) above their current salary rate for the particular class of position which they are appointed upon completion of ten (10) full consecutive years of County employment. Regular full time employees shall receive an increase of one percent (1%) above their current salary rate for the particular class of

position which they are appointed upon completion of fifteen (15) full consecutive years of County employment. Regular full time employees shall receive an increase of one percent (1%) above their current salary rate for the particular class of position which they are appointed upon completion of twenty (20) full consecutive years of County employment. Regular full time employees shall receive an increase of one percent (1%) above their current salary rate for the particular class of position which they are appointed upon completion of twenty-five (25) full consecutive years of County employment. Regular full time employees shall receive an increase of one percent (1%) above their current salary rate for the particular class of position which they are appointed upon completion of thirty (30) full consecutive years of County employment. The total longevity payment shall not exceed nine percent (9%).

ARTICLE 4.01 - SICK LEAVE:

Regular Full-Time employees shall accrue .0462 hours of sick leave with pay for each scheduled hour in a paid status. All unused sick leave may be carried forward into each ensuing year. There shall be no limit to accumulated sick leave.

Sick leave earned during the first 1040 hours (pro-rated for Regular Part-Time employees) of employment shall not be available to the employee until after the expiration of 1040 hours (pro-rated for Regular Part-Time employees).

Sick leave shall be credited as of the first of each month following completion of 1040 hours (pro-rated for Regular Part-Time employees) employment.

Sick leave shall only be granted upon approval of the Department head in the case of illness of the employee, the illness of an employee's family member, or any other legally applicable reason, pursuant to AB 1522 and KinCare laws..

Family Member is defined as:

1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

(2) A biological, adoptive, or foster parent, stepparent, or 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) A spouse.

(4) A registered domestic partner.

(5) A grandparent.

(6) A grandchild.

(7) A sibling, including "in law"..

All employees shall submit evidence upon request of the Department head or designee in the form of a physician's certificate if such absence exceeds two (2) working days or when the Department head deems necessary. When an employee is absent from work in each of three successive weeks, or three successive months, the Department head may require evidence of illness in the form of a physician's certificate for the most recent illness.

Sick leave shall not be authorized when any of the following conditions exist: (A) Disability arising from willful misconduct; (B) Sickness or disability sustained while on leave of absence without pay; or (C) Inability to work because of illness due to intemperance.
Sick leave may be used for medical and dental office appointments when absence during working hours for this purpose is authorized in advance by the Department head. Employees are requested to secure medical and dental appointments on their own time, but where this is not possible, appointments shall be secured to reduce to a minimum the time away from work.

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

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

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

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

ARTICLE 4.02 - BEREAVEMENT LEAVE:
Bereavement leave with pay because of death in the employee's immediate family shall be granted not to exceed 40 hours for each instance. However, a Department head may authorize more than 40 hours leave based on extenuating circumstances, but all such leave in excess of 40 hours shall be charged to the employee's regular accumulated sick leave. Immediate family shall mean spouse, child, stepchild, parent, stepparent, brother, sister grandparent, or grandchild to include spouse's parent, stepparent, brother, sister, grandparent, or grandchild or another relative or person residing in the employee's household.

ARTICLE 4.03 - VACATION:
Accrual Schedule. Regular Full-Time employees shall accrue vacation credit according to the following schedule:

0-2 full years	-	.0385 hours per scheduled hour in a paid status (Up to 80 hours per year)
3-12 full years	-	.0577 hours per scheduled hour in a paid status (Up to 120 hours per year)
13-19 full years	-	.0769 hours per scheduled hour in a paid status worked (Up to 160 hours per year)
After 19 full years	-	.0962 hours per scheduled hour in a paid status worked (Up to 200 hours per year)

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

Maximum Accruals. Each regular employee shall be entitled to accumulate the unused portion of vacation time to his or her credit up to two and one half times their annual accrual.

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 and determination by the Department head, be compensated for all vacation hours accrued in excess of two and one half times their annual accrual as the excess is earned

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

Compensation Upon Termination. Upon termination 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.

Scheduling.

A. The time when vacation shall be taken by the Employee shall be determined by the Department head or designee.

B. Except where operational needs require otherwise, Employees shall be entitled to use their accrued vacation credits at the time scheduled.

C. Vacation requests shall be submitted by the Employee to the Department head by March 1 of each year. Vacation schedules shall be posted by the Department by April 1 of each year and shall be based upon seniority and Departmental needs.

D. Vacation requests made after the vacation schedule has been posted may be granted on a first-come first-serve basis provided there is no interference with the scheduled vacations.

ARTICLE 4.04 - HOLIDAYS:

Employees covered by this agreement are entitled to twelve paid holidays. In lieu of these twelve holidays employees listed in Exhibit "A" shall have their base hourly rate increased. This increase shall be 5% above the approved, published rate for the employee's step and range.

In addition to the above enumerated holidays, employees will also receive one (1) floating holiday per year. The floating holiday will be designated as the employee's birthdate.

ARTICLE 4.05 - JURY DUTY:

A regular employee summoned for attendance to any court for jury duty, excluding Grand Jury Duty during their regularly scheduled shift, shall be deemed to be on duty and shall be entitled to his/her regular pay, provided he/she deposits his/her fees for such service, exclusive of mileage, with the County Treasurer.

An employee summoned for Jury Duty, who is scheduled to work an alternative work schedule, shall have his/her schedule adjusted to "day shift" for the period of assigned Jury Duty.

ARTICLE 4.06 - WITNESS LEAVE:

A regular employee who appears in court as a witness arising out of and in the course of his or her County employment shall be deemed to be on duty and shall be entitled to his/her regular pay. A regular employee who appears in court as a witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or accrued compensatory time-off (CTO) for this time off.

ARTICLE 4.07 - MEDICAL LEAVE/FAMILY AND MEDICAL LEAVE ACT (FMLA)/FAMILY CARE LEAVE CALIFORNIA FAMILY RIGHTS ACT (CFRA):

A. **FMLA and CFRA leave will be granted as provided by law.**

B. **Pay Status While on FMLA or CFRA Leave.**

1. Sick leave must be used for a serious health condition, and
2. Vacation must be used for a serious health condition when sick leave is exhausted. CTO may be used for a serious health condition when sick leave and vacation are exhausted. Vacation use for FMLA and/or CFRA may NOT be denied.

C. **Notice to the Employer.**

Employees must request leave under FMLA and/or CFRA 30 days in advance, if possible. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. Leave requests shall be made to the County Personnel Department.

When an employee seeks leave for a FMLA and/or CFRA qualifying reason, the employee need not expressly assert FMLA or CFRA rights or even mention the FMLA or CFRA.

ARTICLE 5.01 - RETIREMENT:

ARTICLE 5.01.01 – PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) RETIREMENT:

A. Regular employees of the County shall be members of the Public Employees' Retirement System as provided by law and the terms of the contracts in effect between the County and the Public Employees' Retirement System. Unless required to do so by law, the County shall not revise any benefit provided by the Retirement System to employees or to any other person when such revisions will change present or future retirement system contributions by employees subject to this Agreement; however, such benefit change may be made when agreed to by certified representatives on behalf of employees represented by the Association.

B. The County shall pay 100% of the employer's contribution to PERS for all employees in the classifications listed on Attachment "A" unless superseded by another provision of this Article.

"New Members" - For purposes of this section "New Member" is defined by the Public Employees' Pension Reform Act (PEPRA) to be any of the following (statutory reference is to the California Government Code):

(1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

"Classic Members": For purposes of this section "Classic Member" is defined as a member who does not meet the definition of a "New Member" as defined by PEPRA. DSA employees who are "Classic Members", as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees' Retirement System ("PERS").

Classic Members ~~of the DSA~~ will pay 100% of the employee's 9% contribution to PERS.

New Members ~~of the DSA~~ will pay fifty (50%) of the total normal cost as determined by CalPERS annually

C. The DSA agrees to a three-tier PERS retirement system for future pension savings to the county.

~~DSA~~ Employees who are "New Members", as defined above, are eligible to participate in the County retirement program as contracted through the California Public Employees' Retirement System ("PERS"). The retirement program is a retirement benefit is based on the highest average annual compensation over a three-year period and the 2.7% @ 57 formula.

Effective January 1, 2012 through December 31, 2012, newly hired sworn peace officer employees represented by this unit will be enrolled in the PERS 3% @ age 55 formula public safety retirement plan. All sworn peace officer employees represented by this unit prior to the implementation of this provision will remain in the current PERS 3% @ age 50 formula public safety retirement plan.

D. The County agrees to provide §20965 (Credit for Unused Sick Leave) benefits to employees covered by this agreement.

ARTICLE 5.01.02 - UNION SUPPLEMENTAL RETIRMENT:

The County agrees to allow members of this bargaining unit to participate in the LIUNA Industrial Pension Fund at no additional cost to the County. The County agrees to contribute to this fund the amount of $40.00 per employee per month. This amount shall be contributed at .25 cents per hour, based on regularly scheduled hours and reported as prescribed by the LIUNA Pension Trust.

Retroactive to April 1, 2012 or July 1 2012, as determined by LIUNA Pension Fund ("Fund"), and continuing through the repayment period (currently set at ten (10) years) of the Funding Rehabilitation Plan ("Plan") adopted July 26, 2010 by the Fund, the County of Glenn agrees to contribute to said Plan in accordance with the Preferred Schedule for contribution and accrual rates (Attachment C - the Deputy Sheriff's Association line commences at 25 cents as the contribution rate prior to adoption of

Schedule) subject to the agreed-upon condition by the Glenn County Deputy Sheriff's Association that effective the first full pay period after May 1, 2013 (May 12, 2013) and continuing through the repayment period, the members of the Glenn County Deputy Sheriff's Association will pay to the County, through payroll deductions, the difference between the Preferred Schedule contribution and accrual rates and the Default Schedule contribution and accrual rates. The Payroll deductions referred to in this Article shall be implemented in the form of pre-tax deductions so that the salary ranges of the affected employee positions are not lowered.

It is further agreed that in no event will the County pay more than the current Default Schedule for contribution and accrual rates on and after May 12, 2013 even if the Fund or some other entity determines at a subsequent date to change the rate formula; that is, the members of the Glenn County Deputy Sheriff's Association will pay to the County any and all difference through payroll deductions between the current Default Schedule and any Preferred Schedule even if both are revised in future years for the duration of the repayment period.

ARTICLE 5.02 - DEFERRED COMPENSATION:

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

ARTICLE 5.03 - UNIFORM AND EQUIPMENT ALLOWANCE AND REPLACEMENT COSTS:

The County agrees to provide an annual uniform and equipment maintenance allowance of $832.00 per year to all bargaining unit employees to pay for the cost of purchase, replacement and cleaning of uniforms and equipment. The County shall pay the uniform allowance by increasing the employee's base hourly rate by $ .40. This payment shall commence with the first full pay period following ratification and approval by the Board of Supervisors.

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

1. The employee must present the original sales receipt for the article to the Department Head. If the original receipt is not available, the officer must present the new sales receipt for the purchase, or a written estimate of replacement cost.

2. The damaged article must be turned in to the Department Head before payment is made, unless for good cause it is not available and the Department Head agrees to waive this condition.

3. A written report relating the reason for the lost or damaged article must be presented to the Department Head. If witnesses are known, their names shall be included in the report.

Uniform allowance shall not be paid to an employee who is Leave of Absence without pay (LWOP).

ARTICLE 5.04 - OFFICIAL BADGE:

The County will provide an official badge to every Regular Full-Time and Regular Part-Time employee. Such badge will be of a design and style prescribed by the Department Head.

ARTICLE 5.05 - TUITION ASSISTANCE PROGRAM.:

During the term of the agreement the County will establish a Tuition reimbursement pool in the amount of $4,000.00 for regular employees employed in classifications covered by this agreement. The purpose of this pool is to reimburse employee(s) for actual tuition costs and for books for job related classes related to obtaining a degree from an accredited college or university and/or certificate program which will benefit the employee and the County, as determined by the Department Head. EMT and Paramedic Training classes are included if approved in advanced by the Department Head. Reimbursement shall not exceed one-hundred fifty dollars ($ 150.00) per employee per semester. The employee must provide proof of satisfactory completion (grade C or better or "Pass if a pass/fail grade applies). The employee must provide receipts and/or proof of expenses to be eligible to receive the reimbursement. The class begin date must be on or after October 1, 2009 and the class end date must be on or before September 30, 2010. Claims must be filed within 60 days of the issuance of the grade report for the claimed class. Claims will be processed on a first in first out basis until exhaustion of the pool.

ARTICLE 6.01 - LAYOFFS:

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

B. **Layoff by Classification.** The determination of which employee(s) shall be laid off first shall be made within the Sheriffs or District Attorneys Department on a classification basis.

C. **Determining Length of Seniority.** In determining length of classification seniority, all time spent in said classification and any higher classification shall be counted as classification seniority, including all time spent as regular help and C.E.T.A. job training.

   In computing classification seniority, if the employee separated from the County service and has subsequently returned to the County service, then any and all service prior to the separation shall not be counted in determining classification seniority.
   An employee on authorized leave of absence shall retain his/her seniority but time spent on leave, except Military Leave, shall not count towards seniority.

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

D. **Order of Layoff.** The order of layoff shall be in reverse order of the employee's classification seniority. If two (2) or more employees have identical classification seniority status, then such employee(s) shall be laid off in reverse order of their Countywide seniority.

   Layoffs shall be made in the following order:

   1. Temporary employees.
   2. Probationary employees.
   3. Permanent employees.

E. **Notice of Layoff.** The County shall give an employee a written layoff notice at least fourteen (14) calendar days prior to layoff. Such notice shall include a notice of appeal rights regarding their placement on the list.

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

G. **Promotion to Former Classification.** Employees demoted shall have first right of refusal for promotion when a vacancy occurs within their Department at their former classification.

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

ARTICLE 7.01 - DISCIPLINARY ACTION:

Disciplinary action may be taken against any employee by the appointing authority for cause. As used in this section, "disciplinary action" means dismissal, demotion, reduction in pay, or suspension without pay. As used in this section, "appointing authority" means the appropriate elected official or Department head exercising supervisory authority over the employee against whom disciplinary action is taken.

The appointing authority may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of intent to impose disciplinary action. The notice of intent shall be served upon the employee either personally or by mail and shall include: (a) a statement of the nature of the disciplinary action, (b) a statement of the causes therefore, (c) a statement in ordinary and concise language of the acts or omissions upon which the causes are based, (d) copies of all documents and materials upon which the action is based, (e) a statement advising the employee of his or her right to respond to the notice of intent before disciplinary action is taken within seven (7) working days of the date of service, orally, or in writing, or both, and (f) a statement advising the employee that if disciplinary action is imposed, he or she may appeal such action to a neutral third party by filing a written request to the Personnel Director within thirty (30) calendar days of service of the notice that the punishment will be imposed. A probationary employee shall not have the right to appeal.

APPEAL

The County Personnel Director and the Association representative will select a neutral third party (neutral) by mutual agreement, if possible. In the event there is no agreement on the selection of a neutral, the parties will make a joint request for a panel of five (5) qualified arbitrators from the American Arbitration Association or the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator. The arbitrator shall

have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

The parties may also agree to submit the matter to a neutral for an advisory recommendation. The cost of the neutral, whether serving in an advisory or binding role shall be borne one half each by the parties.

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

The decision of the neutral may be appealed by either party to the County Board of Supervisors who shall retain the authority to make the final and binding decision. Any such appeal must be presented within thirty (30) calendar days. At all steps of this appeal process, the employee may represent himself or herself, or he or she may be represented by a representative of his or her choosing.

All fees and expenses of the neutral shall be shared equally by the parties. The Association, by whatever means it deems appropriate, will be permitted to review the action being taken against the employee in the bargaining unit prior to the hearing and determine whether or not it elects to pay for half of all expenses associated with the hearing. If the Association elects

not to pay their half, then the employee will pay it in advance if he or she proceeds to the neutral third party. In no event will the County pay more than half the expenses.

ARTICLE 7.02 - GRIEVANCES:

A. PURPOSE

The purpose of the procedure established by way of this agreement is to provide a systematic means to:

1. Keep channels of communications open between all persons employed by the County of Glenn;

2. Resolve problems and differences between employees and management through discussions; and,

3. Settle unresolved employee disputes and complaints in a reasonable manner of fair hearings.

B. SCOPE

The procedure established herein is limited in application to complaints of unfair or improper treatment in County employment and to matters specifically involving the interpretation or application of this agreement, County rules, policies or ordinances.

Specifically excluded from this procedure are matters which in their solution, require the amendment or change of Board of Supervisors' policies as set forth in the Glenn County Ordinance Code and resolutions. Also excluded from this procedure are the following:

1. Matters within the Employee Relations Policy adopted by resolution of the Board of Supervisors.

2. County Rights as specified in Article 1.03 of this agreement.

3. Appeals from disciplinary action as defined in accordance with Article 7.01 of this agreement.

C. RIGHT OF PARTICIPATION

Any employee or group of employees shall have the right to present grievances under these procedures without fear of reprisal.

D. REPRESENTATION

Any employee or employees shall be given reasonable time off without loss of pay to participate in the steps of this procedure.

E. GRIEVANCE PROCESS

1. The following is a series of steps, each a progressively higher level of review. Every effort shall be made by all participants in the process to find solutions to the problems at the lowest possible step in the process.

2. Procedures to be observed:

(a) The word "Employee" as used in the various steps shall mean the employee and his/her designated representative. The grievant shall be present at all steps in the process.
(b) Any written forms required of the Employee at any step shall be provided by the Personnel Director.
(c) The word "Day" as used in the Steps of the Grievance procedure shall mean "working day".
(d) Should a grievant fail at any time to proceed to the next step, the grievance shall be terminated.
(e) Time limits in this procedure may be waived or extended by mutual written consent of both parties.
(f) The word "Department Head" as used in the steps of the Grievance Procedure shall mean to include his/her designee.

STEP I - INFORMAL MEETING WITH SUPERVISOR

1. An Employee who believes he/she has cause for grievance shall give notice to the immediate supervisor, within ten (10) Days following the incident, or after the Employee would be reasonably expected to have knowledge of the incident, in an attempt to settle the matter. This notice shall include the statement that the grievance is being filled at the informal Step I Level. The Employee in their notes, and supervisor shall record the date of filing. If a meeting is necessary, it shall be scheduled by the supervisor within ten (10) Days. If a meeting is scheduled, the supervisor has up to ten (10) Days to respond after the date of the meeting. Otherwise, the response is due within the ten (10) Day period after the supervisor is made aware of the grievance.

2. If, after discussions with the immediate supervisor, the Employee believes that the grievance has not been satisfactorily adjusted, the grievance shall be reduced to writing and the Employee may then proceed to Step II.

STEP II - DEPARTMENT HEAD

1. If the grievance is not settled to the Employee's satisfaction at Step I, the Employee may file a written appeal with the Department Head to whom the aggrieved Employee's immediate supervisor reports within 10 Days of receipt of Step I answer. Within ten (10) Days of receipt of the appeal, a hearing shall be held. If requested by either party, the aggrieved Employee, Association Representative, and the Employee's immediate supervisor may attend the second step hearing.

2. The grievance form shall be filled out, signed by the aggrieved Employee and his/her representative with the date and time of presentation affixed thereto. The Department Head shall sign the form as received with the time affixed thereto.

3. The grievance form shall include the following:

   (a) A statement of the grievance clearly indicating the question raised by the grievance and the section(s) of the agreement that is violated; and
   (b) The remedy or correction requested.

4. The Department Head shall give a written answer to the grievance within ten (10) Days from the date of the hearing.

   The Department Head's answer shall include the following:

   (a) A complete statement of the Department Head's position and the facts upon which it is based; and,
   (b) The remedy or correction which has been offered, if any.

5. If the grievance is not settled satisfactorily at Step II, the Employee may appeal the grievance to the County Personnel Director, in writing, within ten (10) Days from receipt of the Step II decision.

STEP III - PERSONNEL DIRECTOR

1. Within ten (10) Days of receipt of an appeal from Step II, the County Personnel Director shall cause a hearing to be held. The date, time and place of the hearing shall be by mutual agreement of the County Personnel Director and the Employee and Association representative, if any. The County or the Association may request other representatives to participate in the hearing, and the Association may request that other Employees be called as witnesses without loss of pay.

2. It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, all evidence presented at the third step hearing shall reflect the total effort of the parties.

3. A written disposition of the grievance shall be given by the County Personnel Director to the Employee and representatives within ten (10) Days following the hearing.

4. If the third step answer is not satisfactory to the Employee, it may be appealed to arbitration.

5. Either party may request a waiver of Step III and request mediation of the grievance through the State Mediation and Conciliation Services. Should mediation fail to resolve the parties' differences the grievance process would proceed to Step IV.

6. By mutual agreement the parties may bypass Step III and request that the Arbitrator attempt to mediate the grievance prior to moving to the Step IV hearing. The mediation session shall not last more than four (4) hours. At the completion of the allotted time the Arbitrator will conduct the Step IV hearing. The Arbitrator in rendering a decision will not consider the issues raised during mediation.

STEP IV - ARBITRATION

1. The request for the appeal to arbitration must be given in writing to the County by the Employee or Employee representative within fifteen (15) Days from the date of receipt of the third step decision. The County Personnel Director and the Association representative will select an arbitrator by mutual agreement, if possible.

2. In the event there is no agreement on the selection of an arbitrator, the parties will make a joint request for a panel of five (5) qualified arbitrators from the American Arbitration Association or the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator.

3. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other. The arbitrator shall provide the County and the Association a written decision no later than thirty calendar days after the conclusion of the hearing.

   The decision of the arbitrator shall be final and binding on both parties except that an award of the Arbitrator involving reinstatement or back pay or other monetary considerations in excess of the equivalent of two months gross salary may be appealed to the Board of Supervisors.

4. All fees and expenses of the arbitration shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.

5. A court reporter shall not be required for the Arbitration proceedings, but may be requested by the County, the Association, or the Arbitrator.

   (a) If the services of a court reporter are requested by the Arbitrator, the costs shall be borne equally by the County and the grievant.
   (b) If the services of the court reporter are requested by the County, the costs shall be borne by the County.
   (c) If the services of the court reporter are requested by the Association, the costs shall be borne by the Association.

GENERAL

1. If a dispute arises as to whether or not the grievance meets the definition of a grievance as defined in Section B of this procedure, that issue shall be submitted to an arbitrator who will decide the issue of arbitrability prior to the matter being arbitrated.

2. The Association shall have standing to grieve beginning at Step III of the formal grievance procedure as follows:

   (a) On all matters relating to Association rights or prerogatives or on matters relating to the Associations business relationship with the County; or
   (b) When the Association determines that there is a substantial non-compliance with a grievable term or condition of employment, where no specific Employee is directly affected by an interpretation or application of the County affecting otherwise grievable terms and conditions of employment.

3. The parties may mutually agree at Step III or Step IV to submit the issue to a neutral third party agreed upon by the parties. The parties agree to share the costs of the neutral one half each. The parties may agree that the decision, if any, shall be advisory

or binding. Whether advisory or binding the decision shall be subject to review by the Board of Supervisors as provided for in Step IV Section 3 of this article.

ARTICLE 7.03 - NOT SUBJECT TO GRIEVANCE AND/OR ARBITRATION PROCEDURE:
If the County declares the matter is not subject to the grievance and/or arbitration procedure each party shall first present evidence to an arbitrator for a decision on whether the matter is subject to the Grievance and/or Arbitration procedure. The time limits and procedures under Arbitration shall apply to this section.

ARTICLE 8.01 - CATASTROPHIC ILLNESS/INJURY LEAVE PROGRAM:
The County will provide for a voluntary Catastrophic Illness/Injury Leave Program as follows:

A. **General**. This program is established as an employer sponsored voluntary leave sharing arrangement by which one regular County employee may donate accrued time to another regular County employee who is experiencing a catastrophic illness or injury; subject to the conditions set forth by this program. This program is not available to extra-help or to employees with less than 6 months County services.

B. **Definition of Terms.**

1. *"Catastrophic Illness/Injury"* is a non-industrial illness/injury of more than fourteen calendar days duration to an employee which presents an undue financial burden on the employee, or is an illness/injury of more than fourteen calendar days duration to an immediate family member of the employee which requires the employee to be present to care for the family member.
2. *"Immediate Family Member"* is the spouse, child(ren), and the father, mother, sister and brother of the employee, or the child(ren), father, mother, sister and brother of the employee's spouse. This list includes all family relationships recognized by law such as "in law", "half", "adopted" and "foster family."
3. *"Accrued Time Off"* is vacation, sick leave, and compensatory time.
4. *"Base Hourly Rate of Pay"* is all ergnings payable to the employee sans Shift Differential.

C. **Responsibility.**
The Personnel Director and the Director of Finance are responsible for the administration of this program to include ensuring that all program requirements are met.

D. **VOLUNTARY.** Participation in this program by both donors and recipients is voluntary. No one shall be coerced, intimidated or threatened with reprisal for either participating or not participating in this program. Employees who believe that they are being forced to participate in this program shall immediately report their concerns to their Department Head, the Director of Finance, or the Personnel Director. An

investigation shall be conducted and the finding shall be communicated to the Board of Supervisors who will direct what action shall be taken based on the findings.

E. Criteria For Establishing a Leave Sharing Program For An Individual

A leave sharing program may be established for an individual employee if the following conditions are met:

1. The employee or the employee's family member must be experiencing a catastrophic illness/injury.
2. The employee must have exhausted or will soon exhaust all of his/her accrued time off.
3. The employee has requested in writing to his/her department head that the leave sharing program be established in his/her behalf.
4. The Department Head must submit the request for the establishment of the leave sharing program.

F. Procedure For Establishing the Leave Sharing Program

1. In order to establish a leave sharing program the employee requests in writing to his/her Department Head that a Leave sharing program be established in his/her behalf.
2. To support this request the employee must submit a completed GCPER 30 (Physician's Statement Supporting Leave) verifying the illness/injury. (NOTE: If the request is based on illness/injury of an immediate family member the immediate family member must authorize their treating physician to complete the GCPER 30 and the employee must include a completed copy of the GCPER 30 pertaining to the immediate family member's illness/injury).
3. The employee must execute a statement authorizing the County to publish announcements soliciting donations of leave time on his/her behalf. If the request is based on the illness/injury of an immediate family member, both the employee and the immediate family member must sign the authorization.
4. Upon receipt of the required documents, the Department Head will forward the request with all supporting documents to the Personnel Director.
5. The Personnel Director in conjunction with the employee will develop language for the solicitation of donations.
6. Upon agreement as to the language of the solicitation, the Personnel Director will distribute to all Departments a copy of the solicitation of donations for distribution to all department employees.

G. Criteria for Donations

1. Donations must be for 4 or more hours in whole hour increments.
2. Donations must be from vacation and/or compensatory time.
3. Donors must maintian a minimum of 80 hours of accrued time-off credited to their leave account(s) after the donation is made. The total 80 hours may be a combination of vacation, sick leave, and compensatory time.

4. Donations can only be made to an employee for whom a leave sharing program has been established.
5. Donations must be made to a specific employee.
6. Donations will be deducted from the donor's accruals (vacation and/or compensatory time) based on the donor's effective base hourly rate of pay.
7. Donations will be credited to the recipient's vacation accruals based on the recipient's effective base hourly rate of pay.
8. Donations once processed through payroll are irrevocable and remain credited to the recipient's vacation accruals. Donations are only processed on as as-needed basis to complete the current payroll.

H. **Taxation**

1. Donations made under this program are considered by the Internal Revenue Service to be nontaxable and are not imputed to the donor's gross income.
2. Recipients will be taxed on the donations received as they are used in the same manner as any other paid time-off.

I. **Procedure For Processing Donations**

1. Donations will be made only to individuals for whom a leave sharing program has been established on the form designated by the Personnel Department.
2. Donors will complete the donation form and send the form to the Personnel Director in a sealed envelope.
3. The Personnel Director or designee will open the sealed envelope and immediately date and time stamp the donation form. This will ensure that donations can be processed in the order they are received. If two or more forms are accepted at the same time, than they will be processed in alphabetical order.
4. The Personnel Director or designee will review all donations to ensure that they meet the criteria set forth in this policy.
5. The Personnel Director or designee will deliver the donation forms to the Director of Finance or designee for processing.
6. The Director of Finance or designee will process donations concurrent with the processing of payroll. Donation forms will be processed in the order that they were received, as evidenced by the date and time stamp. Only the monetary value needed to complete the current payroll will be deducted from the donor's vacation and/or compensatory leave accruals and credited to the recipient's vacation accruals.
7. Donation information is to be treated as confidential information by all parties who process the donations. Failure to maintain this confidentiality could result in disciplinary action.
8. Total donations received by an individual cannot exceed the lesser of, the amount needed to cover the absence or 2080 hours.
9. In the event of the death of the employee's immediate family member for which the specific leave sharing program was established, an additional 40 hours of

donations may be utilized, in accordance with the Breavement Leave section of the M.O.U. for the applicable extended bereavement leave.

10. Upon return from an approved Leave of Absence, up to 16 hours of donated leave may be credited to the recipients sick leave account.

J. Coordination with Short Term Disability (STD) Insurance

If an individual who receives donations under this program is also eligible to receive payments under the County sponsored STD Insurance; all vacation credits received under this program must be exhausted before payment under STD is made

ARTICLE 8.02 - EMERGENCY VEHICLES:

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

ARTICLE 8.03 – BODY ARMOR REPLACEMENT:

The County agrees to replace Body Armor for all personnel on the shelf-life expiration date.

ARTICLE 9.01 – SEVERABILITY:

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

ARTICLE 9.02 – TERM OF AGREEMENT:

This agreement shall become effective only upon approval of the Board of Supervisors, and shall remain in full force and effect to and including June 30, 2015 and from year to year thereafter provided, however, that either party may serve written notice on the other within (90) ninety days prior to September 30, 2010, or any subsequent September 30 of its decision to terminate their agreement or amend any provision thereof.

ARTICLE 10.01 - ENTIRE AGREEMENT:

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

ARTICLE 11.01 LEGISLATIVE COST INCREASES

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

- END -

COUNTY OF GLENN

DATE: 5/3/2016

GLENN COUNTY DEPUTY SHERIFFS' ASSOCIATION

DATE: 5/6/2016

ASSOCIATION RATIFICATION

Ratified by the Glenn County Deputy Sheriffs' Association on this 19 day of April.

STEVE ALLEN, CHIEF NEGOTIATOR
Glenn County Deputy Sheriffs' Association

04-19-16
JASON HOLLEY, PRESIDENT
Glenn County Deputy Sheriffs' Association

DATE: 5-9-16

COUNTY APPROVAL

Approved by the Glenn County Board of Supervisors the 19 day of April.

Minute Order No. 19.

DATE: 5/3/16

Chairman, Glenn County Board of Supervisors

ATTEST:
Clerk of the Board of Supervisors

By:

ATTACHMENT "A"
D.S.A. CLASSIFICATIONS AND RANGES

CLASSIFICATION	RANGE NO.
Deputy Sheriff	345
Chief Investigator	443
Investigator	385
Sheriff's Detective	378
Sheriff's Sergeant	382
Statutory Rape DA Investigator	385

AS OF JULY 3RD, 2016

CLASSIFICATION	RANGE NO.
Deputy Sheriff	355
Chief Investigator	453
Investigator	395
Sheriff's Detective	388
Sheriff's Sergeant	392
Statutory Rape DA Investigator	395

ATTACHMENT "B"
PAY TABLE

Range	Step A	Step B	Step C	Step D	Step E
345	$21.12	$22.19	$23.30	$24.46	$25.68
378	$24.91	$26.15	$27.46	$28.84	$30.27
382	$25.40	$26.67	$28.01	$29.41	$30.88
385	$25.79	$27.07	$28.43	$29.85	$31.33
443	$34.45	$36.17	$37.97	$39.87	$41.86

PAY TABLE AS OF JULY 3RD, 2016

Range	Step A	Step B	Step C	Step D	Step E
355	$22.22	$23.33	$24.49	$25.71	$27.00
388	$26.18	$27.49	$28.87	$30.31	$31.83
392	$26.71	$28.05	$29.46	$30.93	$32.48
395	$27.11	$28.47	$29.90	$31.40	$32.97
453	$36.20	$38.01	$39.90	$41.90	$43.99

ATTACHMENT "C"
LIUNA Contribution and Accrual Rates for Preferred Schedule