

**MEMORANDUM OF
UNDERSTANDING
BETWEEN THE
COUNTY OF GLENN
AND THE
GLENN COUNTY PEACE
OFFICERS' ASSOCIATION**

July 1, 2015 through September 30, 2016

Memorandum of Understanding Between the County of Glenn and
the Glenn County Peace Officers' Association

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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 Peace Officers' 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 regular employees 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, and then only to the extent of such approval.
- 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 the Association 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.
- D. In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other at least ninety (90) days prior to the end of the existing contract its written request to commence negotiations. Upon receipt of such written request, negotiations shall begin no later than fifteen (15) calendar days after such receipt.

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 their 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's 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, physical or mental disability, medical condition, national origin, ancestry, marital status, sex (including sexual identify), 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. The parties also agree to support Affirmative Action efforts which are intended to achieve equal employment opportunity as provided for in Federal and State requirements.

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, 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.

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. The Association shall pay the cost of all mass mailings or internal distributions. No material shall be distributed which is derogatory toward any County Employee.

ARTICLE 1.11 - USE OF COUNTY FACILITIES:

County facilities may be made available upon timely application for use by employees and Association to meet to discuss issues within the scope of representation. 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 Auditor's office, not later than the 20th of the month prior to the effective month 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 11-31 of any year. Members may not withdraw from membership at any other time.

ARTICLE 1.14 - DEFINITIONS:

“Day or Days” shall mean calendar day or days, unless specifically defined as otherwise in the individual Articles of this Memorandum.

“Emergency” means any unforeseen circumstance requiring immediate action; any sudden, unexpected happening, an unforeseen occurrence or condition.

“Employee” means a person in a Regular Full Time or a Regular Part Time position in a classification for which the association is the exclusive bargaining representative.

“Public Service Employee” shall mean a person employed in a position intended to be occupied on less than a year around basis to cover seasonal peak work loads, emergency work loads of limited duration, necessary vacation and sick leave relief, and other situations involving a fluctuating staff.

“Regular Full Time Employee” shall mean a person employed in a position established on a permanent year around basis requiring work on a regular schedule of forty (40) hours per work week or averaging 40 hours per week for employees on a 9/80 schedule.

“Regular Part Time Employee” shall mean a person employed in a position established on a permanent year around basis averaging less than forty (40) hours per work week, but more than twenty (20) hours per work week on a continuing yearly basis.

ARTICLE 1.15 - COMMITTEES:

County committees requiring the participation of employee representatives may be established by the Board of Supervisors. There shall be no more than one employee representative from the Glenn County Peace Officers' Association. Paid release time shall be authorized for one employee representative when meetings are required during working hours.

ARTICLE 1.16 — PROBATIONARY PERIODS:

1.16.01 Initial Probationary Period.

Employees entering County service by appointment to a regular position shall be required to serve a probationary period of one year commencing on the effective date of employment.

- A. No Right to Appeal. A probationary employee may be separated from County service at any time during the probationary period without the right of appeal.
- B. Absence. Any absence from work shall cause the employee's probationary period to be extended by the number of hours of such absence. Such absences shall be cumulative during the probationary period. The extension of the probationary period shall be based on the number of hours of such absence. Absence because of holidays and because of authorized leave up to 96 hours shall be excluded from this subsection.
- C. A department head may extend the probationary period of an employee for reasons of performance for an additional period, not to exceed six (6) months, by notifying the employee in writing with a copy of the notice to the Personnel Director prior to the expiration of the probationary period.

1.16.02 Promotional Probation.

- A. All employees serving in a regular position who are promoted to a position in a classification with a higher salary range shall serve a probationary period of six (6) months (pro-rated for regular part-time employees) from the date of promotion.
- B. Return to Previous Position. If an employee is not recommended for regular status because of inability to perform the duties of the position, he or she shall be entitled to return to the previous position if vacant or held by another probationary employee. If the position no longer exists, the employee may be offered another funded, vacant position for which her or she is qualified. If no vacant position exists the employee shall be released from County service.

ARTICLE 2.01 - HEALTH INSURANCE COVERAGE:

General. For the term of this agreement the County agrees to continue to contract for Health Insurance on behalf of its regular employees covered by this MOU and their dependents with the Public Employee Retirees' System (P.E.R.S) as provided in the Public Employees' Medical and Hospital Care Act (PEMHCA).

Article 2.01.01 Health Plan.

The County shall make available a variety of Health Plans through PEMHCA.

Article 2.01.01 A Contributions

Article 2.01.01 A (1) 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 employee's premium payment for the employee's coverage and any elected dependent coverage 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 in accordance with the health insurance contract provisions.

Article 2.01.01 B (2) County.

Effective December, 2011 and remaining in effect thereafter, including after termination after this M.O.U. unless otherwise agreed to in writing by the parties, the County shall contribute towards the monthly health insurance premium for each and every member enrolled as Employee Only (or "single") 90% of the Employee Only (or "single") premium for the second-lowest priced employee only (or "single") health plan coverage among those health plans offered by the County through PERS. The County contribution towards the monthly health insurance premium for each and every member enrolled as Employee+1 (or "2-Party") and/or Employee +2 (or "Family") shall also be limited to 90% of the premium for the second-lowest health plan offered by the County through PERS for each of these "2-Party" and "Family" programs as well. All employees who are members shall pay the monthly premium amount in excess of the County's contribution.

Article 2.01.01 C. Payment in Lieu of Health Insurance

Employees who opt out of the County Health the County shall pay the equivalent of 50% of the County's contribution to the Health Plan for the employee only premium minus all required deductions for payroll taxes, retirement, and insurance premiums that are directly tied to compensation. To qualify for this payment the employee must provide the Personnel Department with proof of other employer provided group insurance coverage.

Article 2.02 DENTAL PLAN

The County shall make available a choice of dental plans for covered employees and their dependents.

The County shall contribute an amount not to exceed 90% of the employee only premium for the fee for service Dental Plan towards the premiums for this plan.

The employee shall pay the premium for this plan that exceeds the County's contribution.

- A. The employee's premium payment for the employee's coverage and any elected dependent coverage shall be made by payroll deduction.
- B. Employee premium payment may be made through an IRC Section 125 arrangement.
- C. 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 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 contribute an amount not to exceed 90% of the employee only premium towards the premiums for this plan.
- C. The employee shall pay the premium for this plan that exceeds the County's contribution.
- D. The employee's premium payment for the employee's coverage and any elected dependent coverage 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 in accordance with the dental insurance contract provisions.

ARTICLE 2.04 - LIFE INSURANCE:

The County agrees to maintain a \$10,000 Group-Term Life Insurance policy for employees in this unit. Also covered at the following benefits are:

\$1,000 for covered spouse of regular employee

\$100 for covered children who are 14 days to less than 6 months

\$1,000 for covered children age 6 months to less than 19 years (25 if a full-time student)

The County shall pay the requisite premium for this policy.

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 \$1,000 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, as defined under Board of Supervisors Resolution #2014-10 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 2.06 - PRORATION OF BENEFITS:

All County paid benefits listed in Article 2.01 through Article 2.03 shall be pro-rated for regular part time employees.

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 division and office shall prepare a schedule showing the hours each employee and appointed officer of the County in their department or office is to work. Except under emergency circumstances, the head of each division 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 twelve (12) 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. The County may only change an employee’s shift schedule for twenty four (24) hours in cases of emergency. In the event of a disaster, all employees will be considered Disaster Service Workers in accordance with Government Code sections 3100-3109. 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 - OVERTIME:

Overtime shall be work of at least 12 minutes beyond the normally assigned hours. For the purpose of calculating overtime, paid hours shall include only those hours actually worked by the employee, scheduled vacation days, paid sick leave, approved compensatory time off, worker’s compensation leave, and hours actually worked via “call back”. All authorized hours worked in excess 40 hours in a 7 day work period shall be overtime.

If, in the judgment of the department, work beyond the normal work day, work week, or work period is required, the department shall notify employees who may be asked to perform such overtime of the apparent need for such overtime as soon as practical prior to when the overtime is expected to begin. Departments shall make every reasonable

effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

Overtime hours shall be compensated at one-and-one-half (1-1/2) times the employee's regular rate of pay either in cash or in compensatory time off. 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 100 hours. Employees normally shall be expected to take compensatory time off. Compensatory time off hours may be accrued up to a maximum of 100 C.T.O. hours. All unused hours shall be paid cash at time of separation.

ARTICLE 3.03 - SALARIES:

A. Regular full-time and Regular part-time employees shall be paid in accordance with Exhibit "A" and the pay schedule Exhibit "B".

B. 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 MA. 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 MA. 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 they are not functioning in a supervisory position. The designation of supervisory positions shall rest with the appropriate department head.

C. Employees hired after 4-1-89 will be eligible for incentive pay 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. | 2 1/2% above employee's regular step |
| (2) Advanced P.O.S.T. Certificate or accredited MA. or MS. degree or BA. + 30 units from a college or university accepted by P.O.S.T. | 7 1/2% above employee's regular step |
| (3) Supervisory P.O.S.T. Certificate or accredited Ph.D. or MA. or MS. + 30 units from a college or university accepted by P.O.S.T. | 10% above employee's regular step |

No employee shall receive incentive pay for a Supervisory P.O.S.T. Certificate if they are not functioning in a supervisory position. The designation of supervisory positions shall rest with the appropriate department head.

- D. A merit pay plan with a 5-Step system shall be in effect. No employee shall advance in steps based upon seniority. All advancements shall be based solely upon merit. The Supervisor shall review all employees once a year prior to their anniversary date. On the basis of satisfactory performance evaluations, employees shall advance in step (A through E) on their anniversary date. No increase shall be paid for those with a "substandard" overall performance evaluation rating.
- E. Employees promoted within this bargaining unit shall receive a pay increase of at least 5%.
- F. Should an employee's annual evaluation not be submitted on schedule, a merit step increase shall be given automatically. 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 not necessarily denote satisfactory performance by the employee"

ARTICLE 3.04 - PAY FOR WORK IN HIGHER CLASSIFICATION:

Any employee who is temporarily assigned duties of a higher job classification shall be paid the wage rate of the higher classification to place the employee on the "A" step of the higher classification or which provides a 5% step increase over the employee's existing salary, not to exceed Step E of the higher range, for all time he or she performs such duties in excess of ten (10) consecutive work days. The higher wage rate shall not be paid for the first ten (10) days; however should the individual work in excess of ten (10) consecutive work days payment shall be made beginning with day one. A vacant position in the higher class or an extended absence of an incumbent in the higher class must exist for this provision to apply and the employee must be assigned the essential duties of the higher class.

ARTICLE 3.05 - TRAVEL PAY:

Payment for time spent in travel status shall be paid in accordance with the Fair Labor Standards Act (Title 29 United States Code, Chapter 8) its implementing instructions and relevant case law. 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 training. 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 travel related expenses. Use of the Credit Card shall be in accordance with the County's Credit Card Policy.

ARTICLE 3.06 - STANDBY PAY:

When an employee is assigned standby duty, they shall be informed of the dates and inclusive hours of such arrangement. They 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 their work station within 30 minutes and, (4) refrain from activities which might impair their ability to perform their assigned duties. An employee shall not receive standby pay and call back pay simultaneously. Upon returning to a call, the employee will then be compensated in accordance with Article 3.07, Call Back Pay.

ARTICLE 3.07 - CALL BACK PAY:

When an employee returns to work because of a departmental request made after they have completed their normal work shift and left the premises, they shall be credited for a minimum of two hour's work plus any time worked in excess of two hours. Call back on a day off shall be for a minimum of four hours work plus any time worked in excess of four hours. An employee shall not receive standby pay and call back pay simultaneously.

ARTICLE 3.08 - PAY DAY:

Employees shall be paid biweekly in accordance with the pay schedule published by the Department of Finance. Employees will be paid only by "Direct Deposit" to a checking or savings account. Employees must provide the Department of Finance with the information necessary to make the deposit prior to this date. If an employee fails to provide the Department of Finance with the necessary information, the pay due will be held in trust for the employee until the employee provides the Department of Finance with the required information. Once the employee has provided the required, the moneys held in trust will be paid by direct deposit on the next regularly scheduled payday.

ARTICLE 3.09 - JAIL TRAINING OFFICER DIFFERENTIAL.

Persons in the class of Sheriff's Correctional Officer, Sheriff's Correctional Corporal, or Sheriff's Sergeant who are required to serve as a Training Officer or supervise other Training Officers for newly assigned Jail Staff shall be paid a differential of 5% of their base salary provided all the following conditions are met:

- A. They are a regular employee of the Sheriff's Department in one of the above listed classes and have held such position for more than one year.
- B. They are assigned to perform the Jail Training Officer duties by the Department Head or designee.
- C. The payment of this differential is authorized by the Department Head
- D. Payment of this differential shall cease when any of the conditions in A through C, above is no longer met, or when payment of this differential is terminated by the Department Head; whichever occurs first.

This Article became effective on July 11, 1999.

ARTICLE 3.11 - SHIFT DIFFERENTIAL

Employees assigned to, and who actually 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 (1) dollar per hour in addition to their hourly rate for each hour worked including overtime. Effective July 12, 2009, the rate shall be \$1.50 per hour.

ARTICLE 3.12 - SALARY INCREASE FOR LONGEVITY:

Effective November 8, 2015, 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 six percent (6%) 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 seven percent (7%) 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 eight percent (8%) 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 nine percent (9%) 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 3.13 – DOG HANDLER

During the time an employee is assigned the additional duties of “dog handler” that employee shall receive an increase to base salary of five (5) percent. Employees so assigned shall have no vested rights to such assignment and maybe reassigned at the discretion of the Chief Probation Officer for operational reasons.

ARTICLE 3.14 – RANGE MASTER

An employee who passes the qualifications for designation as “Range Master” shall receive an increase to base salary of two (2) percent.

ARTICLE 4.01 - SICK LEAVE:

Regular full time employees shall accrue .0462 hours of sick leave with pay for each hour regularly compensated hour. 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 six (6) months of employment shall not be available to the employee until after the expiration of six (6) months.

For the purpose of this Article compensated hour means hours in a paid status, not to exceed the employees regularly scheduled hours.

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.

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 three (3) 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.

Up to six days sick leave per calendar year may be used to care for an ill member of the immediate family. Immediate family shall mean spouse, child, grandchild, parent, grandparent, sibling and those family relationships recognized by law such as in-law, half, step, adopted, and foster family members.

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 their 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 their 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 their 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.

The County agrees to provide Service Credit for Unused Sick Leave benefits to employees covered under this agreement (Section 20965).

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, grandchild, parent, grandparent, sibling and those family relationships recognized by law such as in-law, half, step, adopted, and foster family members.

ARTICLE 4.03 - VACATION:

Accrual Schedule.

1. Regular full time employees shall accrue vacation credit according to the following schedule beginning with the first day of the first mentioned year:

0—2 full years	.0385 hours per compensated hour (80 hours per year)
3—12 full years	.0577 hours per compensated hour (120 hours per year)
13—19 full years	.0769 hours per compensated hour (160 hours per year)
20 or more years	.0962 hours per compensated hour (200 hours per year)

For the purpose of this Article compensated hour means hours in a paid status, not to exceed the employees regularly scheduled hours.

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

Notwithstanding any other provision of this memorandum, an employee employed less than one full year may be authorized to use donated vacation accruals pursuant to

Section 12.02.09, Catastrophic Illness/Injury Leave Policy, of the Glenn County Administrative Manual, when all requirements of that section have been met.

Maximum Accruals. Each regular employee shall be entitled to accumulate the unused portion of vacation time to their credit, provided that an employee shall not be permitted to accumulate credit for vacation in excess of two times their annual accrual.

Effective January 1, 2012 and remaining in effect thereafter, including after termination of this M.O.U. unless otherwise agreed to in writing by the parties, all POA new hires who commence work on or after said January 1 date as a Glenn County employee in the POA bargaining unit (even if a previous Glenn County employee or even if a current Glenn County employee but not in the POA) will be entitled to accumulate the unused portion of vacation time to their credit, provided that an employee shall not be permitted to accumulate credit for vacation in excess of one and one-half (1 ½) times their annual accrual.

Employees who on October 1, 2003, exceeded the maximum accruals shall retain those accruals until the vacation is taken or the employee terminates county service.

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 each month in excess of two times their annual accrual.

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, an employee shall be entitled to a lump sum payment for any unused or accumulated vacation time.

Scheduling. Vacation is to be scheduled in accordance with classification seniority. A calendar for the year (January 1 through December 31) will be distributed by November 1 to employees based on seniority. An employee is eligible to request one (1) solid block of vacation (up to their maximum accrual). Once the vacation schedule has circulated the department in entirety, it will be distributed once more. Again, an employee is eligible to request one (1) solid block of vacation. An approved vacation schedule shall be posted by the department by December 15 of each year. Additional vacation requests may be made after the schedule has been posted, and may be granted on a first come first serve basis. An employee who has not scheduled vacation may have one week (40 hours) of vacation scheduled on their behalf by their supervisor. Note, employees are permitted to request vacation blocks that wrap the calendar year, not to exceed five (5) calendar days (e.g.: December 25 through January 5). No scheduled vacation will be canceled except in cases of emergency.

Date Earned. At the completion of one year of employment with the County, in regular full time or regular part-time status, and employee will be credited with 12 months of vacation accrual. Thereafter, they will be credited with their vacation accrual each pay period.

Regular Part Time Employees. Employees in a regular part time position shall accrue and be eligible for vacation benefits in direct proportion as such part time service bears to regular full time service. However, a regular part-time employee who averages less than twenty (20) hours per week shall not be eligible to accrue vacation benefits.

ARTICLE 4.04 - CATASTROPHIC ILLNESS/INJURY LEAVE PROGRAM:

The County will maintain a voluntary Catastrophic Illness Leave Program. Employees will be allowed to donate vacation time to employees that have exhausted their vacation, compensatory time off, and where appropriate, sick leave benefits.

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.
3. *"Accrued Time Off"* is vacation, sick leave, and compensatory time.

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 Account For An Individual

1. A leave sharing account may be established for an individual employee if the following conditions are met:
2. The employee or the employee's family member must be experiencing a catastrophic illness/injury.
3. The employee must have exhausted or will soon exhaust all of his/her accrued time off.
4. The employee has requested in writing to his/her department head that the leave sharing account be established in his/her behalf.
5. The Department Head must submit the request for the establishment of the leave sharing account.

F. Procedure For Establishing the Leave Sharing Account

1. In order to establish a leave sharing account the employee requests in writing to his/her Department Head that a Leave sharing account 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 a family member the family member must authorize their treating physician to complete the GCPER 30 and the employee must include a completed copy of the legally required Health Care Provider form pertaining to the 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 a family member, both the employee and the 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.
3. Donors must have a minimum of 80 hours of accrued time-off credited to their account after the donation is made.
4. Donations can only be made to an employee for whom a leave sharing account has been established.
5. Donations must be made to a specific employee.
6. Donations will be deducted from the donor's account based on the donor's effective base hourly rate of pay.
7. Donations will be credited to the recipient's account 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 account.

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 account 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 review all donations to ensure that they meet the criteria set forth in this policy.
4. The Personnel Director or designee will hand deliver the donation forms to the Director of Finance for processing.

5. The Director of Finance or designee will process donations concurrent with the processing of payroll.
6. 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.
7. Total donations received by an individual cannot exceed the lesser of, the amount needed to cover the absence or 2080 hours.

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 4.05 - HOLIDAYS:

- A. The following holidays are recognized by Glenn County:

HOLIDAY	OBSERVED
1) New Year's Day	January 1
2) Martin Luther King Jr. Day	Third Monday in January
3) President's Day	Third Monday in February
4) Memorial Day	Last Monday in May
5) Independence Day	July 4
6) Labor Day	First Monday in September
7) Veterans' Day	November 11
8) Thanksgiving Day	That Designated Thursday in November
9) Thanksgiving Friday	The Day After Thanksgiving
10) Christmas Eve	December 24
11) Christmas	December 25
12) New Year's Eve	December 31
13) One Floating Holiday	As agreed to by the Department Head.

- 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. Employees in Regular Part-Time positions shall accrue and be eligible for holiday benefits as such part-time classification bears to Regular Full-Time service. Employees in Regular Full-Time status shall receive one day of compensation (depending upon established shift) for each observed holiday.
- C. In lieu of these thirteen holidays employees listed in Exhibit "A", excepting those employees in the classifications of Deputy Probation Officer I, Deputy Probation Officer II Investigative Assistant, Deputy Probation Officer III, Welfare Fraud Investigator I and Welfare Fraud Investigator II, shall have their base hourly rate increased. This increase shall be 5% above the approved, published rate for the employee's step and range.
- D. In addition to the above holidays, employees will also receive one (1) floating holiday per year. The floating holiday shall be observed on the employee's birthday.

ARTICLE 4.06 - 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 their regular pay, provided they deposit their fees for such service, exclusive of mileage, with the County Treasurer.

ARTICLE 4.07 - WITNESS LEAVE:

A regular employee who appears in Court as a witness arising out of and in the course of their county employment shall be deemed to be on duty and shall be entitled to their regular pay, provided they deposit their fees for such service, exclusive of mileage, with the County Treasurer.

A regular employee who appears in Court as a witness in a private matter shall not be entitled to receive their regular pay during such absence, but may use accrued vacation or compensatory time-off (CTO) for this purpose.

ARTICLE 4.08 - MEDICAL LEAVE/FAMILY LEAVE AND MEDICAL ACT (FMLA)/FAMILY CARE LEAVE – CALIFORNIA FAMILY RIGHTS (CFRA)

A. **Eligibility.** An employee is eligible for leave under the FMLA or CFRA provided the employee:

1. Has been employed by the County for at least 12 months, and
2. Has at least 1250 hours of service during the 12-month period immediately preceding the commencement of the leave.

B. **Reasons.** Leave is permitted for the following reasons:

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
3. To care for a child, parent or a spouse who has a serious health condition; or
4. Because of a serious health condition that makes the employee unable to perform the functions his/her position.
5. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

C. **Leave Entitlement.** An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. This 12 month period will be measured forward from the date of certification under the FLMA or CFRA. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement. A female employee's right to take pregnancy disability leave is not impacted by either the FMLA or the CFRA. Such employees can take the maximum leave provided by both the pregnancy leave law and the medical leave laws.

In addition, an eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. The "single 12-month period" for military caregiver is different from the "12-month period" used for other FMLA Leave reasons.

Under some circumstances, employees may take FMLA and CFRA leave on an intermittent or reduced schedule basis.

- D. **Pay Status While on FLMA or CFRA leave.** Leave under the FLMA or CFRA is unpaid; however,
1. Sick leave must be used for an approved medical leave of absence, and
 2. Vacation must be used for an approved leave of absence when sick leave is exhausted. Employees are eligible to maintain a vacation balance of eighty (80) hours. CTO may be used for an approved leave of absence.
- E. **Health Plan Coverage.** During FMLA/CFRA the employee's coverage under the County provided group health plan will be treated the same as if the employee had been continuously employed during the leave period.
- F. **Employee's Status While On Family and Medical Leave.** While on FMLA/CFRA Leave an employee retains "employee" status. The leave does not constitute a break in service for purposes of longevity, and or seniority. An employee returning from leave shall return with no less seniority for purposes of layoff, recall, promotion, job assignment and seniority related benefits such as vacation.
- G. **Medical Certification Required To Support A Request For FMLA/CFRA Leave.** Employees who request leave must provide written certification from the health care provider of the individual requiring care. The medical certification that an employee is needed to care for a family member encompasses serious health conditions of the family member. If the leave request is because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the employee's position. The medical certification must be submitted on the forms developed by the County. Failure to provide the medical certification within 14 calendar days of the request for leave will be grounds for the denial of the leave.
- H. **Notice to the Employer.** Employees must request leave under FMLA 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.
- I. When an employee seeks leave for a FMLA or CFRA qualifying reason, the employee need not expressly assert FMLA or CFRA rights or even mentioned the FMLA or CFRA.

ARTICLE 4.09 – WORKERS COMPENSATION/INDUSTRIAL LEAVE:

- A. Entitlement to Sick Leave Payments:
Any employee, other than an extra help employee, who is compelled to be absent from work because of illness or injury arising out of, and in the course of, his or her employment shall receive sick leave payments equal to the difference between the employee's base salary and the weekly temporary disability benefits, up to the amount of the employee's accumulated sick leave time. Such payments shall be made on the basis of a pro rata charge to sick leave based on the difference between the employee's base salary and the weekly compensation benefits. Such pro rata charges to sick leave will be made to the nearest one-quarter (1/4) day.

B. Use of Vacation Benefits:

At such time as sick leave is exhausted, the employee may be placed on vacation status at the discretion of the County until such time as any accumulated vacation time is exhausted. Such charges against accrued vacation time shall be on the same formula set for the in paragraph 19.1, above.

C. Use of CTO:

At such time as vacation benefit is exhausted, the employee may use CTO time at the discretion of the County until such time as any accumulated CTO time is exhausted. Such charges against accrued CTO time shall be on the same formula set for the in paragraph 19.1, above.

D. Accrual of Benefits:

An officer or employee who is entitled to temporary disability Indemnity under Division 4 or Division 4.5 of the Labor Code, shall retain the employee's other employment status and continue to accrue benefits while receiving temporary disability indemnity.

E. Leave of Absence Without Pay:

Should the employee be unable, or unwilling, to return to work after exhausting both accumulated sick leave, vacation and CTO, the County may place the employee on leave of absence without pay. While on leave of absence without pay, seniority and benefits shall not accrue. Leave of absence may be terminated, at the option of the County.

F. Law Enforcement Employees:

An employee engaged in law enforcement, as defined in Section 4850 of the Labor Code, shall be entitled to his or her full salary in lieu of compensation payments if he or she should suffer an injury or illness arising out of and in the course of employment for the period of disability and until the condition is determined to be permanent and stationary, but not to exceed one year. An employee receiving such benefits shall relinquish to the County all compensation payments for such period of absence. The employee's accrued sick leave, vacation and CTO shall not be charged.

G. 4850 Pay:

Effective January 1, 2012 and remaining in effect thereafter, including after termination of this M.O.U. unless otherwise agreed to in writing by the parties, only members of the POA who are statutorily eligible to receive 4850 time off as that term is defined in California Labor Code section 4850 and the case law interpreting that particular code section, will be able to receive 4850 time off for injuries sustained during the course and scope of their employment.

ARTICLE 5.01 - RETIREMENT:

A.

A. Retirement Terminology

Retirement benefits shall be provided to eligible employees in accordance with the appropriate, then existing, contract(s) between the City and the Public Employees Retirement System (PERS).

The use of terms “Classic Member” and “New Member” shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA). For ease of reference, a summary of these definitions is provided below, however, the definitions set forth in the CalPERS statutes and regulations, as applied by CalPERS, shall control.

“Classic Members” are those members who entered into membership with a qualifying public retirement system on or before December 31, 2012 who do not meet the definition of “New Member” in Government Code section 7522.04(f).

A “New Member” is defined in Government Code section 7522.04(f) as any of the following:

- An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other qualifying public retirement system; or
- An individual who becomes a member of a qualifying public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another qualifying public retirement system; or
- An individual who established prior membership in a qualifying public retirement system and after a break in service of more than six months, returns to active membership in that system with a new employer.

B. Classic Member Retirement Formula

1. Employees hired before December 31, 2012 and designated as miscellaneous members by the County are provided retirement benefits under the California Public Employee's Retirement System Miscellaneous 2.5% at 55 (2.5%@55) thirty-six (36) month average compensation pension formula.
2. Employees hired January 1, 2013 or after and designated as miscellaneous members by the County and who do not meet the definition of “New Member” as set forth in Government Code section 7522.04(f) shall be placed in the 2.5% at 55 (2.5%@55) thirty-six (36) month average compensation pension formula.

C. “New Member” Retirement Formula Provided by Statute

1. Employees hired January 1, 2013 or after (PEPRA members) and designated as miscellaneous members by the County are provided retirement benefits under the California Public Employee's Retirement System Miscellaneous 2.0% at 62 (2%@62) thirty-six (36) month average compensation pension formula.

D. Contributions

1. The County shall pay the employer contribution rate to the extent and limits required by the Public Employees' Retirement System.
2. Classic Members shall pay the full eight percent (8%) normal member contribution.
3. “New (PEPRA) Members” shall pay fifty percent (50%) of the total normal cost as determined by CalPERS annually.
 - a. The County shall notify “New (PEPRA) Members” under this section of the monthly contribution for the next fiscal year in the first quarter of the calendar year, or as soon as reasonably practicable, following CalPERS publication of the required contribution rate.

4. All applicable contributions identified in (1) through (3) above shall be made through payroll deduction on a pre-tax basis as permitted by law.
- E. CalPERS Contract Benefits

All other current retirement benefits including the optional benefit programs in the existing contract between the County and CalPERS for miscellaneous members shall remain in effect to the extent permitted by law.

ARTICLE 5.02 - DEFERRED COMPENSATION:

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

ARTICLE 5.03 - UNIFORM ALLOWANCE AND REPLACEMENT COSTS:

The County agrees to provide an annual uniform allowance of \$832 per year to all uniformed employees to pay for the cost of purchase, replacement and cleaning of uniforms. The County shall pay the uniform allowance by increasing the employee's base hourly rate by \$.40. Uniformed employees include: Sheriff's Correctional Officers, Sheriff's Correctional Sergeants, Sheriff's Bailiffs, and Sheriff's Correctional Corporals.

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

- A. 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.
- B. 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.
- C. 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.
- D. Uniform allowance shall not be paid to an employee who is on a disability leave or a Leave of Absence (LOA).

ARTICLE 5.04 - BI-LINGUAL-PAY:

The County shall provide Bi-lingual pay at 75 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 5.05 - OFFICIAL BADGE:

The County will provide an official badge to every regular full time and regular part time employee hired on or after July 1, 1983. Such badge will be of a design and style prescribed by the Department Head.

ARTICLE 5.06 - 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 5.07- BODY ARMOR REPLACEMENT:

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

ARTICLE 5.08 — PERSONNEL FILES & EVALUATIONS

The Personnel Director shall maintain the official employee personnel records at the County Personnel Office.

- A. The confidentiality of the Personnel Record shall be maintained at all times. Only information regarding official status (i.e.; employee's, name, class title, current salary range, length of appointment, and date of hire) will be released.
- B. Information of a personal nature will not be released, unless the employee authorizes in writing, with an original signature, photocopies of the original signature will not be accepted.
- C. The employee will be provided a copy of any document containing derogatory information prior to it being placed in the personnel file. An employee may respond in writing to any derogatory information. The employee's response shall be attached to the copy of the derogatory information kept in the County Personnel Office.

ARTICLE 6.01 - LAYOFFS:

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

A. Layoff by Classification

The determination of which employee(s) shall be laid off first shall be made within the Sheriff's, Probation or Welfare's Department on a classification basis.

B. Determine Length of Seniority

In determining length of classification seniority, all time spent as a regular full time or regular part time employee in the classification and any higher classifications shall be counted as classification seniority.

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 without pay shall retain their seniority but time spent on such 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.

C. Order of Layoff

The order of layoff shall be in reverse order of the employee's classification seniority. Seniority shall be calculated in daily increments. If two (2) or more employees have identical classification seniority status, then such employee(s) shall be laid off in reverse order of their overall County seniority. Layoffs shall be made in the following order:

1. Temporary Employees.
2. Probationary Employees.
3. Permanent Employees.

D. Notice Of Layoff

The County shall give an employee a written layoff notice at least thirty (30) calendar days prior to layoff. Such notice shall include a copy of ARTICLE 6.01 Layoff, and ARTICLE 7.02 Grievance.

E. 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 they 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.

F. Promotion to Former Classification

Employees demoted in lieu of layoff shall have first right for promotion back to their former classification when a vacancy occurs.

G. Transfer to Vacant County Positions

Displaced employees may, with the approval of the Personnel Director and the gaining Department Head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.

H. Placement on Eligibility Lists

Displaced employees may request the Personnel Director to place the name on the open eligible list for any class for which, in the Personnel Director's opinion, the employee is qualified. The employees name will be above the names of persons who have not been displaced, and will be ranked in the order the employee was displaced.

I. Re-Employment

Employees laid off shall have first right for rehire to their former classification, even if already rehired 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 shall eliminate the responsibility of the County to offer any future employment opportunities to a former employee.

ARTICLE 6.02 — SENIORITY

- A. Department Seniority: The amount of regular service performed by the employee in the classification in the department and higher classification in question in that department since the most recent date of hire to the classification within the department. A break in service within the department shall cause a loss of department seniority.
- B. County Seniority: Seniority for accruals shall be based on continuous employment with the County. A termination of County service in excess of 24 hours shall cause a loss of County service.
- C. Return from Probationary Status: A return from probationary status will not constitute a break in departmental service; however the time spent in the other department shall not count toward departmental seniority.

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 (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.

Each of the following constitutes cause for discipline of an employee:

- A. Falsifying personnel records or County records or providing false information concerning employment qualifications.
- B. Incompetence.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Willfully disobeying a reasonable order or refusal to perform the job as required.
- F. In possession of/ or under the influence of alcoholic beverages while at work or on County property.
- G. Intemperance.
- H. In possession, in use, under the influence of, or trafficking in habit forming drugs and/ or narcotics while at work or on County property.
- I. Unauthorized absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor related to the performance or duties of the job. A plea or verdict of guilty or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be conviction within the meaning of this section.
- K. Indecent conduct which has an adverse effect on the County image.
- L. Discourteous treatment of the public or other employees.
- M. Improper political activity as defined in the Government Code.

- N. Misuse of county property or damage to public or private property resulting from misuse or negligence.
- O. Violation of Conflict of Interest Code.
- P. Abuse or misuse of sick leave, vacation, or other employee benefits.
- Q. Gambling on County premises.
- R. Failure to properly report absenteeism.
- S. Excessive tardiness.
- T. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his or her employment.
- U. Violation of any State law or County ordinance requiring confidentiality of records or information.

The appointing authority may initiate disciplinary action against an employee for just 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 before seven (7) working days after the date of service, orally, or in writing, or both, (f) a statement advising the employee that if disciplinary action is imposed, they may appeal such action to a qualified arbitrator, by filing a written request of appeal to the Personnel Director for arbitration within thirty (30) calendar days of service of the final determination to impose punishment. A probationary employee shall not have the right to appeal.

SELECTION OF ARBITRATOR

As soon as possible, and in any event, no later than five (5) calendar days after the Personnel Director receives the written request 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 the State Mediation and Conciliation Services by alternately striking names until one name remains. The party to strike the first name shall be selected by lot.

APPEAL

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 (employee's name) disciplined for reasonable cause? If not, to what remedy is (employee's name) entitled under the provisions of the Agreement. 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 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 arbitrator shall consider the evidence presented, shall make findings regarding the existence of cause, and shall within thirty (30) calendar days render a written decision whether the action was or was not with reasonable cause. Should the arbitrator find the discharge, the demotion or suspension 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 Office to be filed in the employee's permanent personnel record. If it is the arbitrator's decision that the department's order should be modified, the employee shall be restored to a position in their former class, subject to forfeiture of pay and fringe benefits for all or a portion of the period of time they were 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 their former class and shall receive pay and fringe benefits for all of the period of time they were removed from duty by the department. The decision of the arbitrator is final and binding on both parties unless 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 themselves, or they may be represented by a representative of their choosing.

All fees and expenses of the arbitration 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 arbitration hearing and determine whether or not it elects to pay for half of all expenses associated with the arbitration hearing. If the Association elects not to pay their half, then the employee will pay it in advance if they proceed to arbitration. 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 filed 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 - 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 9.01 - DURATION OF AGREEMENT:

The articles in this Agreement shall be effective from January 1, 2009, and shall remain in full force and effect until midnight September 30, 2009. By mutual written agreement of the County and the Association, this agreement may be extended in its entirety after September 30, 2009.

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 Peace Officers' 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 Peace Officers' 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.

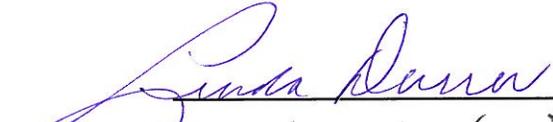
ARTICLE 10.02 LEGISLATIVE COST INCREASES

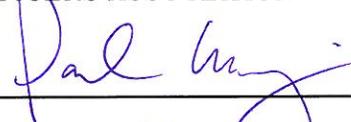
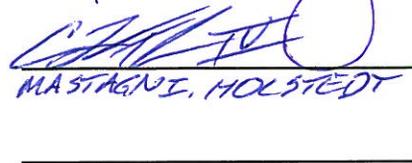
Should the California Legislature enact legislation benefiting employees or immediate families of employees covered by this Agreement, where the effect is to increase costs to the County beyond those which exist at the time this Agreement is executed, the County or the Association may reopen this agreement to meet and confer on the impacts of this legislation. "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

GLENN COUNTY PEACE OFFICERS ASSOCIATION



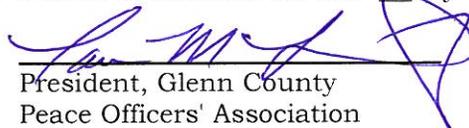
DATE: 04-18-2016

DATE: _____

ASSOCIATION RATIFICATION

Ratified by the Glenn County Peace Officers Association on this 3 day of November

4/18/16
(DATE)

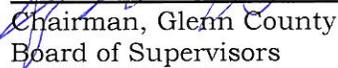

President, Glenn County
Peace Officers' Association

COUNTY RATIFICATION

Ratified by the Glenn County Board of Supervisors this.

Minute Order No. 7

5/3/16
(DATE)


Chairman, Glenn County
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

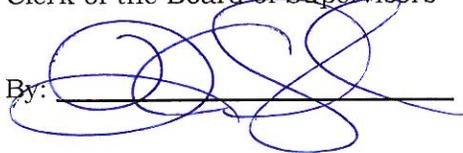
By: 

EXHIBIT "A" -- POA CLASSIFICATIONS AND PAY RANGES

Classification	Range	Hourly Rate Step E
Baliff	287	\$19.24
Civil Process Technician	287	\$19.24
Deputy Probation Officer I	300	\$20.52
Deputy Probation Officer II	320	\$22.67
Deputy Probation Officer III	340	\$25.05
Deputy Sheriff Trainee	292	\$19.74
Juvenile Hall Counselor I	279	\$18.45
Juvenile Hall Counselor II	290	\$19.53
Sherriff's Correctional Corporal	322	\$22.90
Sherriff's Correctional Officer	292	\$19.74
Sherriff's Correctional Sergeant	347	\$25.93
Welfare Investigator I	316	\$22.24
Welfare Investigator II	346	\$25.80

EXHIBIT "B" -- PAY TABLE

See County Pay Table attached.

EXHIBIT "C" – SIDE LETTERS