

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF GLENN



AND

THE GLENN COUNTY MID-MANAGERS'

ASSOCIATION

July 1, 2015 through September 30, 2016

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**MEMORANDUM OF UNDERSTANDING**  
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**ARTICLE 1 — PREAMBLE:**

- 1.1 This agreement is entered into this 1st day of July 2015 between the County of Glenn, hereinafter referred to as the COUNTY and the Glenn County Mid-Managers Association, hereinafter referred to as the ASSOCIATION.
- 1.2 The County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its regular employees insofar as such practices and procedures are appropriate to the functions and the obligations of the County.
- 1.3 The County retains the right to operate the County government effectively in a responsible and efficient manner without any interruption of or interference with the operation of the County.
- 1.4 Both parties mutually agree that their objective is for the good and welfare of the County and the Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions contained in this agreement. Both parties mutually agree that only those terms and conditions of employment that are contained herein are subject to collective bargaining during the term of the agreement.
- 1.5 The County and the Association regard all personnel as public managerial and supervisory employees who are to be governed by the highest standards of ethics, of honor, and of integrity in all public and personal conduct so as to merit the trust and confidence of the general public and their fellow employees.
- 1.6 The Association and the employees the Association represent, understand and acknowledge that as managerial and supervisory employees of the county are members of the Management Team and that any objections to the methods or means by which the County or the individual Department accomplishes its mission are to be made in advance of the decision being made. Once a decision is made, the Management Team must speak as with one voice in ensuring that the decision is implemented.

**ARTICLE 2 — RECOGNITION:**

- 2.1 The County recognized the Association as the exclusive bargaining unit for those regular full-time and part-time Managerial and Supervisory employees listed in Appendix “A” for those subjects that are mandatory subjects of bargaining. The Board of Supervisors granted the Association exclusive representation status in Resolution Number 99-146 on October 5, 1999, after the Association was selected by the affected employees in a secret ballot election conducted by the State of California Department of Industrial Relations Conciliation and Mediation Services.
- 2.2 Should SB 402 or similar legislation granting binding interest arbitration be enacted and signed into law employees in classifications covered by such legislation are excluded from this unit.
- 2.3 Confidential, contract, extra-help, and temporary employees are specifically excluded from coverage under this agreement.

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**ARTICLE 3 — MANAGEMENT RIGHTS:**

- 3.1** It is understood and agreed that the COUNTY possesses the sole right and authority to operate and direct the employees of the COUNTY and its various departments in all aspects, including but not limited to all rights and authority exercised by the County prior to the execution of this agreement except as specifically modified in this agreement. These rights include but are not limited to:
- The right to determine its mission, policies, and to set forth all standards of services to be conducted by the employees of the County;
  - To plan, direct, control and determine the operations or services to be conducted by the employees of the County;
  - To determine the methods, means, number of personnel needed to carry out the County's and its departments' mission;
  - To direct work;
  - To hire and assign or to transfer employees within the department;
  - To promote, suspend, discipline, or discharge;
  - To lay-off or relieve employees due to lack of work, lack of funds or change in organization;
  - To make, publish and enforce rules and regulations;
  - To introduce new or improved methods, equipment or facilities;
  - To contract out for goods and services;
  - To take any and all actions as may be necessary to carry out the mission of the County in situations of civil emergency as may be declared by the Board of Supervisors, or its designee.
- 3.2** The County Board of Supervisors has the sole authority to determine the purpose and mission of the County and the amount of budget to be adopted thereto. If in the sole discretion of the Board of Supervisors, it is determined that extreme civil emergency conditions exist including but not limited to, riots, civil disorder, earthquake, tornado conditions, floods, or other similar catastrophes, the provisions this agreement may be suspended by the Board of Supervisors during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise the Chairman of the Board of Supervisors shall advise the President of the Association of the nature of the emergency. The Chairman of the Board of Supervisors shall follow said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Association.

**ARTICLE 4 — EMPLOYEE RIGHTS/NON DISCRIMINATION:**

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

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FAIR EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION.

The County and the Union agree that no person employed or applying for employment with the County shall be unlawfully discriminated against by either party because of race, color, religion, mental or physical disability, medical condition, national origin, ancestry, marital status, sex (including gender identity), sexual orientation, age (over 40), veteran's status, or any other non-merit factor except where such factors are determined to be bona fide occupational qualifications after consideration of reasonable accommodation factors in relation to the essential job duties of the position.

**ARTICLE 5 — ASSOCIATION RIGHTS:**

**5.1 Right of Association.**

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

Association membership is not a mandatory condition of employment for any employee covered by this Agreement. Any employee covered by this agreement who has become an association member shall, as a condition of continued employment, continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this Agreement (except as otherwise provided herein for withdrawal of membership).

Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of this Agreement.

**5.2 Payroll Deduction.**

- A.** County will agree to deduct membership dues from the employees in the GCMMA provided that the employee submits a request in writing. The dues deduction form must be received in the Department of Finance at least 10 working days before the first payroll in each month. The Association shall notify the Department of Finance (with a copy to the Personnel Department) by certified mail of the amount of dues to be deducted. Notices of changes in dues not received at least 10 working days before the first payroll of the month shall take effect on the first payroll of the 2<sup>nd</sup> month following receipt. Dues shall be deducted from the first payroll in each month. Dues collected shall be remitted promptly to the Treasurer of the Association. The Association will promptly upon demand remit to the Department of Finance any amount paid to the Association in error.
- B.** The Association shall indemnify the County and any Department of the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County or any Department of the County for complying with the provisions of this Article.

**5.3 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) working days before any internal mass mailings occur. No material shall be distributed which is derogatory to any County employee. The Association shall pay the cost of all mass mailings or internal distributions. The Personnel Director or designee will forward via e-mail notices of Association meetings to employees covered by this MOU provided the Association sends the proposed notice with a list of recipients in advance.

**5.4 Meet and Confer.**

The County shall meet and confer over all mandatory subjects of bargaining up to and including impasse.

**5.5 Association Visitation.**

The County agrees to grant two (2) official representatives of the Association the right to contact employees at the employees' worksite provided the Department Head or designee is notified in advance. Such contacts shall be made on breaks or lunch periods and shall not disrupt the operation of the Department.

**5.6 Bulletin Boards.**

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 on existing County bulletin boards. Each County building, owned or leased, where employees of this bargaining unit work, shall have at least one (1) bulletin board located in a conspicuous place. Representatives of the GCMMA shall be allowed access to designated bulletin boards.

**5.7 Use of County Facilities.**

County facilities shall be made available upon timely application to the Department Head or designee controlling the facility for use by employees and Association.

**5.8 Information Exchange.**

The County and Association shall make available to each other, non-confidential information pertaining to employee-employer relations. On request of the Association, the County shall provide a list of all employees covered by this memorandum. The information shall contain the name, classification and department assigned.

**5.9 Notification to the Association.**

The County shall provide reasonable written notice to the Association regarding any reorganization or reclassification affecting the classifications in Attachment A. This notice shall be given at least fourteen days in advance.

### **5.10 County Committees.**

The Association members and/or its paid representatives may be asked by the Board of Supervisors or designee to participate in County committees. Paid release time shall be granted for County employees while participating in the activities of such County committee.

### **5.11 Association Representatives.**

#### **5.11.1 Negotiators:**

The Association shall be allowed to designate up to three (3) employees, on paid release time, within the unit to serve as negotiators with the County. The Association shall provide the Personnel Director with the name, classification, and the assigned department of each of the negotiators. The Association may have additional negotiators who do not receive paid release time. The total number of Association negotiators shall not exceed five (5).

#### **5.11.2 Association Stewards:**

The Association shall have the right to establish an Association Steward program for up to ten (10) stewards. In the absence of a paid association representative, a steward shall be allowed reasonable paid release time, as needed, to represent an employee in an investigation which may result in disciplinary action or other investigation as required by law. Performances of other steward duties shall be on the employees own time.

## **ARTICLE 6 — PROBATIONARY PERIODS:**

### **6.1 Initial Probationary Period.**

Employees entering County service by appointment to a regular position shall be required to serve a probationary period of six (6) months of employment. Employees who are employed as peace officers, as defined in section 830.1 of the Penal Code, in the District Attorney's and Sheriff's Office shall be required to serve a probationary period of one (1) year, commencing on the effective date of employment. Employees in the classifications of Supervising Deputy Probation Officer, Juvenile Hall Manager, and Sheriff's Support Services Supervisor shall also serve a probationary period of one (1) year.

- A.** 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. Under no circumstances shall an employee serve a probationary period greater than one (1) year.
- B. 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.
- C. 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.

**D. Limited Term.** An employee who has successfully completed the required probationary period as a Limited Term employee and is subsequently appointed to a "regular" assignment in the same classification shall not serve a new probationary period.

## **6.2 Promotional Probation.**

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 from the date of promotion.

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.

## **ARTICLE 7 — HEALTH PLAN COVERAGE:**

### **7.1 Health.**

**7.1.1** The County shall make available for regular employees and their dependents a Group Insurance Program consisting of Health, Dental, Vision, Life and Accidental Death and Dismemberment Insurance Plans.

**7.1.2** An employee must be a regular employee of the County to be eligible for coverage.

**7.1.3** The term of enrollment, termination, and continuation of each plan is contained in the Plan Document for the plan.

**7.1.4** The County will pay 90% of the employee only premium for the Blue Shield HMO. The County contribution toward Employee +1; and Employee +2 shall be increased by the dollar amount of the employee only increase. The employee will pay the amount of the premium that exceeds the County's contribution. Should the Blue Shield HMO no longer be available the parties agree to meet and confer on the base premium rate.

### **7.2 Dental Plan.**

The County shall make available a Dental Plan for all regular County employees and their dependents. The County shall contribute \$30.36 towards the monthly dental plan premium and the employee shall pay any additional through payroll deduction.

### **7.3 Vision Plan.**

The County shall make available a Vision Plan for all regular County employees and their dependents. The County shall contribute \$12.76 toward the monthly vision plan premium and the employee shall pay any additional through payroll deduction.

#### **7.4 Group Term Life Insurance.**

The County shall provide a group term life insurance policy for all regular County employees and their dependents. The policy value is:

- \$50,000 for regular County employees
- \$1,000 for covered spouse of regular employee
- \$100 for covered children age 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. This benefit is offered pursuant to the Plan Document, which includes a depreciating benefit for employees who reach the age seventy (70).

The County shall make available to all regular County employees an Internal Revenue Code (IRC) Section 125 plan for the purpose of allowing employees to pay their insurance premiums with pre-tax dollars. The payment of the employee's contribution shall be through payroll deduction.

#### **7.5 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 \$1,000.00 per week for a period of 52 weeks.

While on short-term disability an employee will be entitled to the following benefits:

- A.** 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.
- B.** Earn one month's normal accrual of sick leave for the first 30 days. This accrual is credited to the employees sick leave account when the employee returns to work
- C.** The County will continue paying the employer's contribution to Group Insurance during the first 26 weeks of a specific claim, unless otherwise provided by the County adopted Stability Period. The Stability Period is defined under Board of Supervisor 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. Employees may elect to reserve eighty (80) hours of vacation leave.

**7.6 Payment in Lieu of a Health Insurance Contribution.**

For employees who opt out of health insurance coverage the County agrees to provide a net cash payment in lieu of health insurance contributions that is equal to 90% of the Blue Shield HMO employee only premium minus all required County contributions and employee deductions for payroll taxes, retirement, and insurance premiums that are directly tied to compensation. Should the Blue Shield HMO no longer be available the parties agree to meet and confer on the base premium rate.

**ARTICLE 8 — RESERVED FOR FUTURE USE**

**ARTICLE 9 --- SHIFT DIFFERENTIAL:**

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

**ARTICLE 10 — MERIT INCREASES:**

- 10.1 A merit pay plan with a five (5) step system shall exist. No employee shall advance in steps based solely upon seniority. All advancements shall be based upon merit. The Department Head shall review written evaluations of all eligible employees. There shall not be less than one evaluation once per year which shall be on or before the employee's anniversary date for step increase consideration.
- 10.2 On the bases of performance evaluations, employees shall advance one or more steps based on the discretion of the Department Head. No increase shall be paid for those employees with an "overall substandard" (less than satisfactory) performance evaluation; the Department Head may withhold or delay a merit increase for lack of a satisfactory evaluation; provided that the department provided the proper training and/or written corrective action plan during the evaluation period where the employee could have reasonably met satisfactory standards.

**ARTICLE 11 — LONGEVITY PAY:**

The County shall provide a longevity differential above the employee's base rate of pay for those employees represented by this unit as follows:

- After 10 full years of service 5%
- After 15 full years of service 6%
- After 20 full years of service 7%

After 25 full years of service 8%

After 30 full years of service 9%

Service is based on employment with Glenn County.

## **ARTICLE 12 — WORK HOURS & OVERTIME COMPENSATION:**

This Article shall not apply to employees occupying positions specifically designated as Exempt from the overtime provisions of the FLSA by the Board of Supervisors.

### **12.1 Work Period.**

The work period for employees in the Mid-Management Unit shall be set by the Board. Normally, the work period is the seven day period beginning 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. Subject to the approval of the Board of Supervisors, the Department Head and the affected employee(s) may, by mutual agreement, establish the workweek as any contiguous seven-day period.

**12.2** The Department Head may require employees in his or her Department to temporarily perform services in excess of forty (40) hours per work week when public necessity or convenience so requires.

**12.3** No overtime shall be worked by an employee without specific authorization from the Department Head or designee. Overtime shall be paid to employees in excess of their regularly scheduled shift. Employees shall also receive payment for overtime in excess of forty (40) paid hours within the seven (7) day work period. Paid hours actually worked by the employee, vacation days if scheduled at least two (2) weeks in advance, sick leave, approved compensatory time off, work comp leave, and call back pay. Paid hours do not include on-call pay, holiday pay, other absence, or any other condition of compensation not included above. All hours worked on a recognized holiday will be compensated at 1.5 times the employee's regular rate of pay.

**12.4** Overtime hours shall be compensated at 1 ½ times the employee's regular rate of pay. Department Heads may allow employees to accumulate no more than 240 hours of compensatory time off (CTO) in lieu of paid overtime. Accrued compensatory time off may not be converted to cash except as follows:

- A. At separation; or
- B. Upon transfer of the employee to another County Department; or
- C. During the last quarter of the fiscal year if directed by the Department Head and there are sufficient funds in the department's budget to pay for the conversion to cash.

### **12.5 Use of Accumulated CTO:**

An employee who has requested use of accumulated CTO shall be permitted by the Department Head to use such time provided the time requested does not interfere with the mission. An employee who has accumulated CTO shall, upon termination from employment, be paid for the CTO with the termination pay settlement.

**12.6 Fringe Benefits Affected by Overtime.**

Overtime work shall not apply toward vacation, sick leave, or other benefits, and shall not apply toward advancing completion of the required period for probation or salary step advancement.

**12.7 Pay Day:**

The County shall pay bi-weekly on the schedule determined by the Department of Finance as approved by the Board of Supervisors.

**12.8 Call Back Pay:**

This Article does not apply to employees designated as FLSA Exempt.

When an employee is required to return to work, more than two (2) hours before a scheduled work day is to begin, and after he or she has completed his/her normal work shift and left the premises, he/she shall be credited for a minimum of two (2) hours work on a normal work day. Call back on a day off shall be at a minimum of two (2) hours overtime credit. An employee shall not receive standby pay and call back pay simultaneously.

**12.9 Standby Pay:**

This Article does not apply to employees designated as FLSA Exempt.

When an employee is assigned standby duty, he or she shall be informed of the dates and inclusive hours of such arrangement. He or she shall be compensated at the rate of \$3.00 an hour when so assigned Standby duty requires the employee so assigned to (1) be ready to respond to calls, (2) be reachable by telephone, (3) be able to be at his/her workstation within 45 minutes and, (4) refrain from activities which might impair his or her ability to perform his/her assigned duties. An employee shall not receive standby pay and call back pay simultaneously.

**12.10 Bi-Lingual-Pay:**

The County shall provide Bi-lingual pay at 75 cents per hour provided the employee has 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 24 Grievance.

**ARTICLE 13 — PAY FOR WORKING IN A HIGHER CLASSIFICATION:**

**13.1 Definitions:**

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

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

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

**13.2 Working in a Higher Classification:**

Any employee who is assigned duties of a higher job classification shall be paid the rate of pay equivalent to the step of the applicable range that equals at least 5% above their normal wage rate for work in the higher classification for each hour he or she performed such duties when the duties exceed forty (40) hours. When the employee exceeds the 40 hour requirement, he/she shall be paid the higher rate for the previous 40 hours worked. In the event the employee's Out of Classification assignment creates a change to vacation accruals or the allowance of "annual leave", the employee will be eligible for a prorated accrual amount, directly related to the duration in the Out of Classification assignment. This provision shall be limited to situations where the employee in the lower class is assigned all or most of the duties of the higher level position.

**ARTICLE 14— BREAKS:**

**14.1 Rest Breaks.**

The County shall grant one fifteen (15) minute break during each four (4) hours of work in the employees work shift.

**14.2 Meal Breaks.**

The County shall grant one meal break per shift in excess of six (6) hours. The meal break shall be a minimum of 30 minutes and a maximum of 60 minutes.

**ARTICLE 15 — RECOGNIZED HOLIDAYS:**

**15.1** The County shall provide twelve (12) paid holidays per year as follows (Employees in regular fulltime status shall receive one day of compensation, depending upon established shift for each observed holiday):

- New Year's Day – January 1<sup>st</sup>
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

**15.2** If a holiday falls on a non-regularly scheduled workday, the holiday shall be taken on the closest workday.

**15.3** In addition to the above holidays, employees will also receive one (1) floating holiday per year. The floating holiday shall not carryover from year to year. Employees will be

allocated one (1) day of floating holiday accrual at the first pay period of the fiscal year or upon hire. Floating holidays shall be scheduled in the same fashion as vacation leave.

**ARTICLE 16 — LEAVES:**

**16.1 Vacation Leave**

**A. Accrual Schedule:** Regular Full-time employees shall accrue vacation credit according to the following schedule:

0 – 2 full years	88 hours
3 – 12 full years	128 hours
13 – 20 full years	168 hours
After 20 full years	208 hours

**B. Maximum Accruals.**

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

**C. Compensation for Excess Accruals.**

An employee who is unable to take his or her scheduled vacation due to unusual and extenuating departmental needs shall, upon request and determination by the Department Head, be compensated for all vacation time in excess of the accrual limitation.

**D. Minimum Usage.**

A Department Head may require an employee to use up to one half of the vacation hours the employee accrued in a year.

**E. Compensation upon Termination.**

Upon termination of his/her service, or employment, an employee shall be entitled to a lump sum payment for any unused or accumulated vacation time to his/her credit as of the date of termination in the next regularly scheduled paycheck.

**F. Scheduling.**

Vacation shall be scheduled by request of the employee and approval of the Department Head.

**16.2 Sick Leave**

**A.** Regular full-time employees shall accrue .0462 hours of sick leave with pay for each scheduled hour in a paid status or on paid leave. All unused sick leaves may be carried forward into each ensuing year. There shall be no limit to accumulated sick leave.

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

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

Family Member is defined as:

- 1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling, including "in law".

The list above includes all family relationships recognized by law, such as "in law", "step", "half", "adopted", and "foster family".

### **16.3 Annual Leave:**

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

### **16.4 Bereavement Leave.**

Employees shall be provided with Bereavement Leave with pay because of a death in the employee's immediate family not to exceed 40 work hours for each instance. However, a Department Head may authorize more than 40 work hours leave based on extenuating circumstances, but all such leave in excess of 40 work hours shall be charged to the employee's regular accumulated sick leave. Immediate family shall mean current spouse, children, step children, grandchildren, parents, stepparents, brothers, sisters, stepbrothers, stepsisters, grandparents, sons-in-law, daughters-in law, parents-in-law, stepparents-in-law, brothers-in-law, sisters-in-law, stepbrothers-in-law, stepsisters-in-law, grandparents-in-law or other person living in the employee's household.

**16.5 Jury Duty.**

A regular employee summoned for attendance to any Court for jury duty or called as a witness arising out of and in the course of his or her County employment, during a regularly scheduled shift, shall be deemed to be on duty and shall be entitled to his/her regular pay, provided he/she deposits his/her fees for such service, exclusive of mileage, with the County Treasurer. This section does not apply to serving as a member on the grand jury.

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

**16.6 Witness Leave.**

A regular employee who appears in Court as a witness in a matter not related to the employee’s County employment shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or CTO for the absence.

**ARTICLE 17 — CATASTROPHIC LEAVE PROGRAM:**

The County will provide for a voluntary Catastrophic Illness/Injury Leave Program as follows:

**17.1 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.

**17.2 Definition of Terms.**

A. “*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.

B. “*Immediate Family Member*” is the spouse, child(ren), and the father, mother, sister and brother of the employee, or the child(ren), father, mother, sister and brother of the employee’s spouse. This list includes all family relationships recognized by law such as “in law”, “step”, “half”, “adopted”, and “foster family”

C. “*Accrued Time Off*” is vacation, sick leave, and compensatory time.

- D. "Base Hourly Rate of Pay" is all earnings payable to the employee sans Shift Differential.*

### **17.3 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.

**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.

### **17.4 Criteria For Establishing a Leave Sharing Program For An Individual**

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

- A. The employee or the employee's immediate family member must be experiencing a catastrophic illness/injury.
- B. The employee must have exhausted or will soon exhaust all of his/her accrued time off.
- C. The employee has requested in writing to his/her Department Head that the leave sharing program be established in his/her behalf.
- E. The Department Head must submit the request for the establishment of the leave sharing program.

### **17.5 Procedure for Establishing the Leave Sharing Program**

- A. In order to establish a leave sharing program the employee requests in writing to his/her Department Head that a Leave sharing program be established in his/her behalf.
- B. To support this request the employee must submit a completed GCPER 30 (Physician's Statement Supporting Leave) verifying the illness/injury. (NOTE: If the request is based on illness/injury of an immediate family member the immediate family member must authorize their treating physician to complete the required Health Care Provider form and the employee must include a completed copy of the Health Care Provider form pertaining to the immediate family member's illness/injury).
- C. The employee must execute a statement authorizing the County to publish announcements soliciting donations of leave time on his/her behalf. If the request is based on the illness/injury of an immediate family member, both the employee and the immediate family member must sign the authorization.
- D. Upon receipt of the required documents, the Department Head will forward the request with all supporting documents to the Personnel Director.

- E. The Personnel Director in conjunction with the employee will develop language for the solicitation of donations.
- F. 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.

#### **17.6 Criteria for Donations**

- A. Donations must be for 4 or more hours in whole hour increments.
- B. Donations must be from vacation and/or compensatory time.
- C. Donors must maintain a minimum of 80 hours of accrued time-off in their leave account(s) after the donation is made. The total 80 hours may be a combination of vacation, sick leave, and compensatory time.
- D. Donations can only be made to an employee for whom a leave sharing program has been established.
- E. Donations must be made to a specific employee.
- F. Donations will be deducted from the donor's accruals (vacation and/or compensatory time) based on the donor's effective base hourly rate of pay.
- G. Donations will be credited to the recipient's vacation accruals based on the recipient's effective base hourly rate of pay.
- H. Donations once processed through payroll are irrevocable and remain credited to the recipient's vacation accruals. Donations are only processed on an as-needed basis to complete the current payroll.

#### **17.7 Taxation**

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. Recipients will be taxed on the donations received as they are used in the same manner as any other paid time-off.

#### **17.8 Procedure for Processing Donations**

- A. Donations will be made only to individuals for whom a leave sharing program has been established on the form designated by the Personnel Department.
- B. Donors will complete the donation form and send the form to the Personnel Director in a sealed envelope.
- C. The Personnel Director or designee will open the sealed envelopes and immediately date and time stamp the donation form. This will ensure that donations can be processed in the order they were received. If two or more forms are received at the same time, then they will be processed in alphabetical order.
- D. The Personnel Director or designee will review all donations to ensure that they meet the criteria set forth in this policy.
- E. The Personnel Director or designee will deliver the donation forms to the Director of Finance, or designee for processing.
- F. The Director of Finance or designee will process donations concurrent with the processing of payroll. Donation forms will be processed in the order that they were received, as evidenced by the date and time stamp. Only the monetary value needed

- to complete the current payroll will be deducted from the donors' vacation and/or compensatory leave accruals and credited to the recipient's vacation accruals.
- G. 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.
  - H. Total donations received by an individual cannot exceed the lesser of, the amount needed to cover the absence or 2080 hours.
  - I. In the event of the death of the employee's immediate family member for which the specific leave sharing program was established, an additional 40 hours of donations may be utilized, in accordance with the Bereavement Leave section of the MOU, for the applicable extended bereavement leave.
  - J. Upon return from an approved Leave of Absence, up to 16 hours of donated leave may be credited to the recipient's sick leave account.

#### **17.9 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 18 — FMLA / CFRA LEAVE:**

- A. FMLA and CFRA leave will be granted as provided by law.
- B. Pay Status While on FMLA or CFRA Leave.
  - 1. Sick leave must be used for an approved leave of absence, and
  - 2. Vacation must be used for an approved leave of absence when sick leave is exhausted. CTO may be used for an approved leave of absence when Vacation is exhausted. Vacation use for FMLA and/or CFRA may NOT be denied. Note, employees are eligible to maintain a vacation leave balance of eighty (80) hours.
- C. Employees must request leave under FMLA and/or CFRA 30 days in advance, if possible. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. Leave requests shall be made to the County Personnel Department.

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

#### **ARTICLE 19 – WORKERS COMPENSATION/INDUSTRIAL LEAVE:**

##### **19.1 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.

**19.2 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.

**19.3 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.

**19.4 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.

**19.5 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.

**19.6 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.

**ARTICLE 20 — RETIREMENT BENEFITS:**

**20.1 Public Employees Retirement System (PERS) Retirement:**

Regular employees of the County shall be members of the Public Employees Retirement System as provided by law and the terms of the contracts in effect between the County and

the Public Employees Retirement System. Unless required to do so by law, the County shall not revise any benefit provided by the Retirement System to employees or to any other person when such revisions will change present or future contributions by employees subject to this agreement; however, such benefit change may be made when agreed to by certified representatives on behalf of the employees represented by the Association.

- A. The County shall pay 100% of the employer's contribution to PERS for all employees in the classifications listed in this agreement unless superseded by another provision of this article.
- B. Employees shall pay 100% of the employee's 8% or 9% contribution to PERS.
- C. **Miscellaneous Members:** The County shall provide the PERS 2.5% @ 55 retirement formula for employees of this bargaining unit.
- D. **Safety Members:** The County shall provide 3% @ 50 Safety Retirement for those employees in this unit in the Classification of Undersheriff, and Sheriff's Lieutenant.
- E. **Credit for Unused Sick Leave:** The County has amended its contract with CalPERS to include Section 20965, "Credit for unused sick leave". This will provide a credit of .004 year of service credit for each day (8 hours) of unused sick leave.

## **20.2 Union Supplemental Retirement:**

The County agrees to allow members of this bargaining unit to participate in the LIUNA Pension Fund. The County agrees to contribute \$96.00 per month to the employees account with this fund.

Retroactive to July 1 2012, as determined by LIUNA Pension Fund ("Fund"), and continuing through the repayment period (currently set at ten (10) years) of the Funding Rehabilitation Plan ("Plan") adopted July 26, 2010 by the Fund, the County of Glenn agrees to contribute to said Plan in accordance with the Preferred Schedule for contribution and accrual rates (Appendix C – the Glenn County Mid Managers Association line commences at 60 cents as the contribution rate prior to adoption of Schedule) subject to the agreed-upon condition by the Glenn County Mid Managers Association that effective the first full pay period after May 1, 2013 (May 12, 2013) and continuing through the repayment period, the members of the Glenn County Mid Managers Association will pay to the County, through payroll deductions, the difference between the Preferred Schedule contribution and accrual rates and the Default Schedule contribution and accrual rates. The Payroll deductions referred to in this Article shall be implemented in the form of pre-tax deductions so that the salary ranges of the affected employee positions are not lowered.

It is further agreed that in no event will the County pay more than the current Default Schedule for contribution and accrual rates on and after May 12, 2013 even if the Fund or some other entity determines at a subsequent date to change the rate formula; that is, the members of the Glenn County Mid Managers Association will pay to the County any and all difference through

payroll deductions between the current Default Schedule and any Preferred Schedule even if both are revised in future years for the duration of the repayment period.

**20.3 Deferred Compensation Plans:**

The County shall offer and allow employees of this bargaining unit to participate in deferred compensation plan(s).

**ARTICLE 21 — UNIFORM ALLOWANCE:**

**21.1** The County agrees to provide an annual uniform allowance of \$20.80 per bi-weekly pay period for those required to wear uniforms not provided by the County. The County shall provide safety equipment or provide an amount of money for the employee to purchase the equipment. Eligible employees include the Sheriff's Lieutenant and the Undersheriff.

**21.2 Reimbursements:**

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

- A. The employee 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.

**ARTICLE 22 — TRAVEL/MILEAGE REIMBURSEMENT:**

Employees shall be provided a credit card to cover their estimated expenses for approved training courses and other approved travel on County business. Should the employee be required to use his/her privately owned vehicle on County business, the County shall pay mileage reimbursement at a rate not less than the IRS rate established by the Board of Supervisors.

**ARTICLE 23 — PERSONNEL FILES & EVALUATIONS:**

**23.1** 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.

### **23.2 Employee Evaluation:**

No employee evaluation shall be placed in the employee's personnel file without an opportunity for discussion of the evaluation between the employee and the evaluator. Any negative evaluations shall provide specific recommendations for improvement in the employee's performance. The employee shall also be made aware of the resources available to aid the employee in improving his/her performance.

### **23.3 Probationary Evaluations:**

Probationary employees shall receive a formal written evaluation at the end of the third and at the end of the sixth month. Should the County fail to provide the final evaluation, the employee shall become a permanent employee.

## **ARTICLE 24 GRIEVANCE PROCEDURES:**

### **24.1 Purpose**

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

- A. Keep channels of communications open between all persons employed by the County of Glenn;
- B. Resolve problems and differences between employees and management thorough discussions.
- C. Settle unresolved employee disputes and complaints in a reasonable manner of fair hearings.

### **24.2 Definition**

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

- C. Matters within the Employee Relations Policy adopted by resolution of the Board of Supervisors.
- D. County Rights as specified in Article 3 of this agreement.
- E. Appeals from disciplinary action as defined in accordance with Article 26 of this agreement.

### **24.3 Right to Representation**

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

### **24.4 Representation**

Any employee or employees who have filed a grievance shall be given reasonable time off without loss of pay to participate in the steps of this procedure. If the employee's representative is a steward that steward shall be granted reasonable release time to participate in the grievance process.

### **24.5 Grievance Process**

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.

Procedures to be observed:

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

### **Step 1 – Informal Meeting with Supervisor**

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

(10) Days to respond after the date of the meeting. Otherwise, the response is due within the ten (10) Day period after the supervisor is made aware of the grievance.

- B.** 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 2 – Department Head**

- A.** 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.
- B.** The grievance shall include the following:
  - 1. A statement of the grievance clearly indicating the question raised by the grievance and the section(s) of the agreement that is violated; and
  - 2. The remedy or correction requested.
- C.** The Department Head shall give a written answer to the grievance within ten (10) Days from the date of the hearing.
  - 1. The Department Head's answer shall include the following:
  - 2. A complete statement of the Department Head's position and the facts upon which it is based; and,
  - 3. The remedy or correction, which has been offered, if any.
- D.** 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 3 – Personnel Director**

- A.** 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.
- B.** 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.

- C. 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.
- D. If the third step answer is not satisfactory to the Employee, it may be appealed to arbitration.
- E. 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.
- F. 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 4 – Arbitration**

- A. 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.
- B. 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 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.
- C. 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 preponderance of 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 monetary consideration equivalent to two months base pay may be appealed to the Board of Supervisors.
- D. 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.
- E. A court reporter shall not be required for the Arbitration proceedings, but may be requested by the County, the Association, or the Arbitrator.

1. If the services of a court reporter are requested by the Arbitrator, the costs shall be borne equally by the County and the Association.
2. If the services of the court reporter are requested by the County, the costs shall be borne by the County.
3. If the services of the court reporter are requested by the Association, the costs shall be borne by the Association.

## **24.6 General**

- A. 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.
- B. The Association shall have standing to grieve beginning at Step III of the formal grievance procedure as follows:
- C. On all matters relating to Association rights or prerogatives or on matters relating to the Associations business relationship with the County; or
- D. 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.
- E. 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 C of this article.

## **ARTICLE 25 — DISCIPLINARY ACTION:**

- 25.1** Disciplinary action may be taken against any employee by the appointing authority for cause. As used in this section, “disciplinary action” means dismissal, demotion, reduction in pay, or suspension without pay. As used in this section, “appointing authority” means the appropriate elected official or Department Head exercising supervisory authority over the employee against whom disciplinary action is taken.
- 25.2** The appointing authority may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of intent to impose disciplinary action. The notice of intent shall be served upon the employee either personally or by mail and shall include: (a) a statement of the nature of the disciplinary action, (b) a statement of the causes therefore, (c) a statement in ordinary and concise language of the acts or omissions upon which the causes are based, (d) copies of all documents and materials upon which the action is based, (e) a statement advising the employee of his or her right to respond to the notice of intent before disciplinary action is taken within seven (7) calendar days of the date of service, orally, or in writing, or both, and (f) a statement advising the employee that if disciplinary action is imposed, he or she may appeal such action to a neutral third party by

filing a written request to the Personnel Director within thirty (30) calendar days of service of the notice that the punishment will be imposed. A probationary employee shall not have the right to appeal.

**25.3** This Article in its entirety shall not apply to employees who are designated as "At-will" employees by resolution of the Board of Supervisors.

**25.4 Disciplinary Appeal.**

The County Personnel Director and the Association representative will select a neutral third party (neutral) by mutual agreement, if possible. In the event there is no agreement on the selection of a neutral, the parties will make a joint request for a panel of five (5)-qualified arbitrators from the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies or procedures. The decision of the arbitrator shall be based solely upon the preponderance of the evidence and arguments presented by the respective parties in the presence of each other.

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

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

removed from duty by the Department Head, as determined by the neutral, subject to further review by the Board of Supervisors as described below. Should the neutral not be acting in an advisory role and should the neutral find that the department's order of dismissal should be rescinded, the employee shall be reinstated to a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty by the department, subject to further review by the Board of Supervisors as described below.

**25.7 Review of the County Board of Supervisors:**

Any award involving reinstatement, or back pay, or other monetary consideration in excess of the equivalent of two months gross base salary may be appealed to the Board of Supervisors.

The parties shall share all fees and expenses of the neutral equally. In no event will the County pay more than half the expenses.

**25.8 Court Reporter:**

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 Arbitrator requests the services of a court reporter, the costs shall be borne equally by the County and the Association.

B. If the County requests the services of the court reporter, the costs shall be borne by the County.

C. If the Association requests the services of the court reporter, the costs shall be borne by the Association.

**ARTICLE 26 — SENIORITY:**

**26.1 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.

**26.2 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.

**26.3 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 27 — NOTICE OF VACANCIES:**

Employees shall be notified, at the time of initial recruitment, of promotional and external examinations via the County email system and departmental bulletin boards. All employees are strongly encouraged to apply for vacancies in which they meet the qualifications.

**ARTICLE 28 — LAYOFF PROCEDURE:**

This Article shall not apply to any employee designated as an "At-will" employee by resolution of the Board of Supervisors.

**28.1 Reason for Layoff:**

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

**28.2 Layoff Classification within a Department:**

The determination of which employee(s) should be laid off shall be made within each department on a classification by classification basis. The County shall designate the classifications to be affected. The County shall consider seniority in determining layoff. Extra help and probationary employees shall be laid off first.

**28.3 Notice of Layoff:**

The County shall give an employee a written layoff notice at least fourteen (14) calendar days prior to layoff. Such notice shall include a notice of right to appeal.

**28.4 Appeal:**

Although the decision to affect layoffs and the decision as to which classification will be affected by layoffs are not subject to appeal, an employee may appeal to the Board of Supervisors the decision to lay him/her off if the procedure set forth has been ignored. A written notice of appeal shall be given to the Personnel Director within 15 days after the employee is given notice of layoff. The Personnel Director shall place the matter before the Board of Supervisors in a closed hearing. The decision of the Board of Supervisors shall be final.

**28.5 Re-Employment:**

Qualified employees who have been laid off shall be offered employment, in order of seniority, to any vacancy in their former classification(s) and/or classification series (e.g.: Social Worker Supervisor I and Social Worker Supervisor II), even if already re-hired in another class, for a period up to two (2) years from the date of layoff. The County, by certified mail, addressed to the employees last known address, shall notify laid off employees of such vacancies. Employees returned from layoff shall not be on probation period unless the employee was previously required to serve in a probationary status at the time of layoff. These reemployment rights only apply to positions within the laid off employee's department and/or a department in where the employee previously held a position. Laid off employees shall have fourteen (14) calendar days, from the date of mailing, to respond to a notice of vacancy.

**28.6 Layoff by Seniority:**

The County shall affect layoffs by seniority. The requirements set forth in this section shall be followed.

**28.7 Determining Length of Seniority:**

In determining length of classification seniority, all time spent in said classification and any higher classification shall be counted as classification seniority, including all time spent (full-time equivalency) as a probationary, or regular part-time employee. In computing classification seniority if the employee separated from the county service and as subsequently returned to County service then and all service prior to the separation shall not be counted in determining classification 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. If an employee has been temporarily promoted his classification seniority shall be computed based on his regular classification and shall include all time spent in the higher classification. In determining continuous county service seniority, all uninterrupted employment with the county including all time served as probationary or regular part time employee shall be counted as continuous county service seniority. A separation from county service shall be the only cause for interrupting employment with the county. An employee on authorized leave of absence shall retain his/her seniority but time spent on leave shall not count toward seniority. For the purpose of this article, time spent on leave in a layoff status shall not constitute separation or an interruption on continuous service. Time spent in layoff status does not count toward seniority.

**28.8 Order of Layoff:**

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

**28.9 Bumping and Demotion in Lieu of Layoff:**

A regular or probationary employee who is to be laid off shall have the right to bump an employee of lesser seniority in a class in which he/she previously held regular 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.

**28.10 Promotion to Former Classification.**

Employees demoted shall have first consideration for promotion when a vacancy occurs within their department at their former classification.

**ARTICLE 29 — MISCELLANEOUS PROVISIONS:**

**29.1 Voluntary Payroll Deduction.**

The County shall maintain IRC 125 for the purpose of Premium payment with pre-tax dollars.

**29.2 Light Duty and Safe House Utilization.**

Should an individual who is off work-work on either an industrial or non-industrial illness or injury be authorized to return to work “with restrictions” by their treating physician every attempt will be made, via the American’s with Disabilities Interactive Process, and by the individual’s department to accommodate these restrictions in the existing job or with a “Light Duty” position.

**29.3 Direct Deposit.**

Employees of this bargaining unit shall be subject to direct deposit of their paycheck to a banking institution of their choice.

**ARTICLE 30 — PEACEFUL PERFORMANCE:**

**30.1** During the Term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, air or promote any lockout of employees covered by this Agreement.

**30.2** The Association agrees to notify all officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

**ARTICLE 31 — 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 32 — ENTIRE AGREEMENT:**

**32.1** 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 Mid-Managers' 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 Mid-Managers' 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.

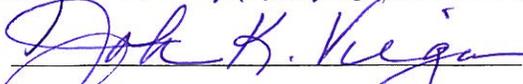
- 32.2** Should State and/or Federal law preempt this Memorandum of Understanding, or any parts of this Memorandum of Understanding, the parties agree to meet and confer in order to determine what adjustments shall be required in order to conform to the law.

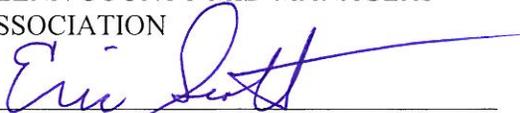
**ARTICLE 33 — AMENDMENT OF THIS AGREEMENT:**

This agreement may only be amended by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and, together with the attached appendix A shall constitute a part of this agreement.

COUNTY OF GLENN

GLENN COUNTY MID-MANAGERS' ASSOCIATION


DATE: 1-21-2016

DATE: \_\_\_\_\_

**ASSOCIATION RATIFICATION**

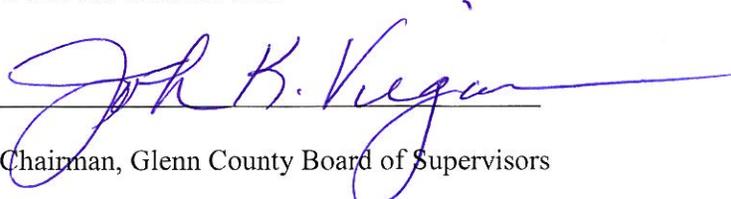
Ratified by the Glenn County Mid-Managers' Association:

  
STEVE ALLEN, CHIEF NEGOTIATOR  
Glenn County Mid-Managers' Association

  
ERIN M. VALDEZ, PRESIDENT  
Glenn County Mid-Managers' Association

DATE: 1-28-16

COUNTY APPROVAL

  
Chairman, Glenn County Board of Supervisors

ATTEST:

  
Di Aulabaugh, Clerk of the Board  
Board of Supervisors, Glenn County, CA

**APPENDIX "A" List of Classifications and Pay Ranges**

<b>CLASSIFICATION</b>	<b>RANGE</b>	<b>FLSA EXEMPT</b>
ACCOUNT CLERK SUPERVISOR I	317	
ADMINISTRATIVE ASSISTANT	353	
ADMINISTRATIVE SERVICES OFFICER	374	Y
ADMINISTRATIVE SERVICES ANALYST II	354	
ADMINISTRATIVE SERVICES ANALYST III	374	Y
AIR POLLUTION SPECIALIST II	358	
ASSISTANT AG COMMISSIONER	451	Y
ASSISTANT ASSESSOR	426	Y
ASSISTANT CLERK/RECORDER	426	Y
ASSISTANT DIRECTOR OF CHILD SUPPORT SERVICES	430	Y
ASSISTANT DIRECTOR OF FINANCE-AUDIT	439	Y
ASSISTANT DIRECTOR OF FINANCE-TREAS	439	Y
ASSISTANT DIRECTOR OF FINANCE	451	Y
ASSISTANT DISTRICT ATTORNEY	470	Y
ASSISTANT ENGINEER	423	Y
ASSISTANT PUBLIC GUARDIAN	345	Y
ASSOCIATE CIVIL ENGINEER	446	Y
CHIEF BUILDING OFFICIAL	423	Y
CHILD SUPPORT SUPERVISOR	326	
CICC COORDINATOR	374	Y
COMMUNITY SERVICES MANAGER	375	Y
COMMUNITY SERVICES PROJECT COORDINATOR	331	
COMPLIANCE & QUALITY IMP COORD	380	Y
COMPLIANCE & QUALITY IMPROV MANAGER	423	Y
DEPUTY AG COMMISSIONER	439	Y
DEPUTY CHIEF PROBATION OFFICER	431	Y
DEPUTY DIRECTOR BEHAVIORIAL HEALTH SERVICES	461	Y
DEPUTY DIRECTOR HEALTH & HUMAN SERVICES	461	Y
DEPUTY DIRECTOR OF PLANNING & PUBLIC WKS AGCY	461	Y
DEPUTY DIRECTOR PUBLIC HEALTH/DIR OF NURSING	461	Y
DEPUTY DIRECTOR-COMMUNITY ACTION	461	Y
DEPUTY DISTRICT ATTORNEY I	410	Y
DEPUTY DISTRICT ATTORNEY II	430	Y
DEPUTY DISTRICT ATTORNEY III	450	Y
ELIGIBILITY SUPERVISOR	326	
EMERGENCY PREPAREDNESS COORD	401	Y
EMPLOY & TRAIN WKR SUPERVISOR	346	
EMPLOYMENT SERVICES MANAGER	423	Y
ENGINEERING TECHNICIAN IV	384	
ENVIRONMENTAL BIOLOGIST IV	358	
ENVIRONMENTAL HEALTH DIRECTOR	423	Y
ENVIRONMENTAL PROGRAM MANAGER	423	Y
EQUIPMENT MAINTENANCE SUPERVISOR	368	
EXEC ASSIST TECH SUPPORT ADMIN	426	Y
FACILITIES MAINTENANCE SUPERVISOR	358	

Memorandum of Understanding Between the County of Glenn and the Glenn County Mid Managers' Association – Continued

CLASSIFICATION	RANGE	FLSA EXEMPT
FOOD MANAGER	281	Y
HEALTH SERVICES PROGRAM MANAGER	423	Y
HHSА ADMIN MANAGER	423	Y
HHSА PROGRAM COORDINATOR	380	
HHSА PROGRAM MANAGER	423	Y
HHSА SENIOR PROGRAM COORDINATOR	401	Y
INFORMATION SYSTEMS ANALYST I	367	
INFORMATION SYSTEMS ANALYST II	382	
INFORMATION SYSTEMS ANALYST III	403	Y
INFORMATION SYSTEMS SUPERVISOR	382	Y
INTERNAL AUDITOR	439	Y
JUVENILE HALL MANAGER	421	Y
OFFICE ASSISTANT SUPERVISOR	318	
PRINCIPAL PLANNER	423	Y
PRINCIPAL STAFF SERVICES ANALYST	406	Y
PROGRAM MANAGER I	423	Y
PROJECT COORDINATOR	334	
PROPERTY TAX COORDINATOR	317	
PUBLIC AUTHORITY MANAGER	383	Y
PUBLIC WORKS MAINTENANCE SUPERVISOR	358	
PUBLIC WORKS FIELD OP MANAGER	401	Y
PUBLIC WORKS PROGRAM MANAGER	423	Y
SENIOR ADMINISTRATIVE ASSISTANT	373	
SENIOR PLANNER	400	Y
SENIOR SECURED FACILITIES MAINTENANCE TECH	344	
SHERIFF'S LIEUTENANT	447	Y
SOCIAL WORKER SUPERVISOR I	371	
SOCIAL WORKER SUPERVISOR II	390	
STAFF SERVICES ANALYST II	382	Y
STAFF SERVICES MANAGER I	413	Y
STAFF SERVICES SPECIALIST	338	
SUPERVISING ACCOUNTANT	373	Y
SUPERVISING JUVENILE HALL COUNSELOR	310	
SUPERVISING MENTAL HEALTH COUNSELOR	402	
SUPERVISING OFFICE TECHNICIAN	318	
SUPERVISING PO/PROGRAM MANAGER	423	Y
SUPERVISING PROBATION OFFICER	365	Y
SUPERVISING STAFF SERV ANALYST	398	Y
SUPERVISING WELFARE INVESTIGATOR	393	
TAX MANAGER	277	
UNDERSHERIFF	459	Y
WATER RESOURCE COORDINATOR	408	Y
*Note: Hourly rate is for reference only employees with a "Y" in the "FLSA Exempt Column are paid a bi-weekly salary equal to the hourly rate times 80.		

**APPENDIX "B" County Pay Range Table**

**See Attached**

**APPENDIX “C” LIUNA Contribution and Accrual Rates for Preferred Schedule**

**See Attached**

LIUNA National (Industrial) Pension Fund  
Contribution and Accrual Rates for Preferred Schedule

Contribution Rate prior to adoption of Schedule	Accrual Rate for benefits earned on or after effective date of Preferred Schedule	Contribution Rate for each Year after Effective Date of Preferred Schedule										
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
\$0.06	\$1.32	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.13	\$0.15	\$0.17	\$0.19	\$0.21	\$0.24
0.07	1.54	0.08	0.09	0.10	0.11	0.13	0.15	0.17	0.19	0.21	0.24	0.27
0.08	1.76	0.09	0.10	0.11	0.13	0.15	0.17	0.19	0.21	0.24	0.27	0.30
0.09	1.98	0.10	0.11	0.13	0.15	0.17	0.19	0.21	0.24	0.27	0.30	0.33
0.10	2.20	0.11	0.13	0.15	0.17	0.19	0.21	0.24	0.27	0.30	0.33	0.37
0.11	2.42	0.13	0.15	0.17	0.19	0.21	0.24	0.27	0.30	0.33	0.35	0.39
0.12	2.64	0.14	0.16	0.18	0.20	0.22	0.25	0.28	0.31	0.33	0.37	0.41
0.13	2.86	0.15	0.17	0.19	0.21	0.22	0.25	0.28	0.31	0.35	0.39	0.43
0.14	3.08	0.16	0.18	0.20	0.22	0.25	0.28	0.30	0.33	0.37	0.41	0.46
0.15	3.30	0.17	0.19	0.21	0.24	0.27	0.30	0.33	0.35	0.39	0.43	0.48
0.16	3.52	0.18	0.20	0.22	0.25	0.28	0.31	0.33	0.37	0.41	0.46	0.51
0.17	3.74	0.19	0.21	0.24	0.27	0.30	0.31	0.35	0.39	0.43	0.48	0.53
0.18	3.96	0.20	0.22	0.25	0.28	0.30	0.33	0.37	0.41	0.46	0.51	0.57
0.19	4.18	0.21	0.24	0.27	0.30	0.33	0.37	0.41	0.46	0.51	0.53	0.59
0.20	4.40	0.22	0.25	0.28	0.31	0.35	0.39	0.43	0.48	0.53	0.59	0.63
0.21	4.62	0.24	0.27	0.30	0.33	0.37	0.41	0.46	0.51	0.53	0.59	0.65
0.22	4.84	0.25	0.28	0.31	0.35	0.39	0.43	0.48	0.54	0.59	0.63	0.66
0.23	5.06	0.26	0.29	0.32	0.36	0.40	0.44	0.49	0.54	0.57	0.63	0.70
0.24	5.28	0.27	0.30	0.33	0.37	0.41	0.46	0.51	0.57	0.63	0.65	0.72
→ 0.25	5.50	0.28	0.31	0.35	0.39	0.43	0.48	0.53	0.59	0.60	0.66	0.73
0.26	5.72	0.29	0.32	0.36	0.40	0.44	0.49	0.54	0.60	0.63	0.70	0.77
0.27	5.94	0.30	0.33	0.37	0.41	0.46	0.51	0.57	0.63	0.65	0.72	0.80
0.28	6.16	0.31	0.35	0.39	0.43	0.48	0.53	0.59	0.65	0.66	0.73	0.81
0.29	6.38	0.32	0.36	0.40	0.44	0.49	0.54	0.60	0.66	0.70	0.77	0.85
0.30	6.60	0.33	0.37	0.41	0.46	0.51	0.57	0.63	0.70	0.72	0.80	0.88
0.31	6.82	0.35	0.39	0.43	0.48	0.53	0.59	0.65	0.72	0.73	0.81	0.90
0.32	7.04	0.36	0.40	0.44	0.49	0.54	0.60	0.66	0.73	0.77	0.85	0.94
0.33	7.26	0.37	0.41	0.46	0.51	0.57	0.63	0.70	0.77	0.79	0.87	0.96
0.34	7.48	0.38	0.42	0.47	0.52	0.58	0.64	0.71	0.79	0.80	0.88	0.97
0.35	7.70	0.39	0.43	0.48	0.53	0.59	0.65	0.72	0.80	0.81	0.90	0.99
0.36	7.92	0.40	0.44	0.49	0.54	0.60	0.66	0.73	0.81	0.85	0.94	1.04
0.37	8.14	0.41	0.46	0.51	0.57	0.63	0.70	0.77	0.85	0.87	0.96	1.06
0.38	8.36	0.42	0.47	0.52	0.58	0.64	0.71	0.79	0.87	0.88	0.97	1.07
0.39	8.58	0.43	0.48	0.53	0.59	0.65	0.72	0.80	0.88	0.90	0.99	1.09
0.40	8.80	0.44	0.49	0.54	0.60	0.66	0.73	0.81	0.89	0.94	1.04	1.15
0.41	9.02	0.46	0.51	0.57	0.63	0.70	0.77	0.85	0.93	0.96	1.06	1.17
0.42	9.24	0.47	0.52	0.58	0.64	0.71	0.79	0.87	0.95	0.97	1.07	1.18
0.43	9.46	0.48	0.53	0.59	0.65	0.72	0.80	0.88	0.96	0.99	1.09	1.20
0.44	9.68	0.49	0.54	0.60	0.66	0.73	0.81	0.90	0.99	1.02	1.13	1.25
0.45	9.90	0.50	0.55	0.61	0.68	0.75	0.83	0.92	1.01	1.04	1.15	1.27
0.46	10.12	0.51	0.57	0.63	0.70	0.77	0.85	0.94	1.03	1.06	1.17	1.29
0.47	10.34	0.52	0.58	0.64	0.71	0.79	0.87	0.96	1.05	1.07	1.18	1.30
0.48	10.56	0.53	0.59	0.65	0.72	0.80	0.88	0.97	1.07	1.09	1.20	1.32
0.49	10.78	0.54	0.60	0.66	0.73	0.81	0.90	0.99	1.09	1.13	1.25	1.38
0.50	11.00	0.55	0.61	0.68	0.75	0.83	0.92	1.02	1.13	1.15	1.27	1.40
0.51	11.22	0.57	0.63	0.70	0.77	0.85	0.94	1.04	1.15	1.17	1.29	1.42
0.52	11.44	0.58	0.64	0.71	0.79	0.87	0.96	1.06	1.17	1.18	1.30	1.43
0.53	11.66	0.59	0.65	0.72	0.80	0.88	0.97	1.07	1.18	1.20	1.32	1.46
0.54	11.88	0.60	0.66	0.73	0.81	0.90	0.99	1.09	1.20	1.25	1.38	1.52
0.55	12.10	0.61	0.68	0.75	0.83	0.92	1.02	1.13	1.25	1.26	1.39	1.53
0.56	12.32	0.62	0.69	0.76	0.84	0.93	1.04	1.15	1.27	1.29	1.40	1.54
0.57	12.54	0.63	0.70	0.77	0.85	0.94	1.04	1.15	1.27	1.29	1.42	1.57
0.58	12.76	0.64	0.71	0.79	0.87	0.96	1.06	1.17	1.29	1.30	1.43	1.58
0.59	12.98	0.65	0.72	0.80	0.88	0.97	1.07	1.18	1.30	1.32	1.46	1.61
→ 0.60	13.20	0.66	0.73	0.81	0.90	0.99	1.09	1.20	1.32	1.38	1.52	1.68
0.61	13.42	0.68	0.75	0.83	0.92	1.02	1.13	1.25	1.38	1.39	1.53	1.69
0.62	13.64	0.69	0.76	0.84	0.93	1.03	1.14	1.26	1.39	1.40	1.54	1.70
0.63	13.86	0.70	0.77	0.85	0.94	1.04	1.15	1.27	1.40			

Preferred Schedule

**LIUNA National (Industrial) Pension Fund  
Contribution and Accrual Rates for Default Schedule**

Contribution Rate prior to adoption of Schedule	Accrual Rate for benefits earned on or after effective date of Default Schedule	Contribution Rate for each Year after Effective Date of Default Schedule									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
\$0.06	\$1.20	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12	\$0.13	\$0.15	\$0.17	\$0.19
0.07	\$1.40	0.08	0.09	0.10	0.11	0.12	0.13	0.15	0.17	0.19	0.21
0.08	\$1.60	0.09	0.10	0.11	0.12	0.13	0.15	0.17	0.19	0.21	0.23
0.09	\$1.80	0.10	0.11	0.12	0.13	0.15	0.17	0.19	0.21	0.23	0.25
0.10	\$2.00	0.11	0.12	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27
0.11	\$2.20	0.12	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.30
0.12	\$2.40	0.13	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.30	0.33
0.13	\$2.60	0.15	0.17	0.19	0.21	0.23	0.25	0.27	0.30	0.33	0.36
0.14	\$2.80	0.16	0.18	0.20	0.22	0.24	0.26	0.27	0.30	0.33	0.36
0.15	\$3.00	0.17	0.19	0.21	0.23	0.25	0.27	0.30	0.33	0.36	0.39
0.16	\$3.20	0.18	0.20	0.22	0.24	0.26	0.29	0.32	0.35	0.38	0.42
0.17	\$3.40	0.19	0.21	0.23	0.25	0.27	0.30	0.33	0.36	0.39	0.43
0.18	\$3.60	0.20	0.22	0.24	0.26	0.29	0.32	0.35	0.38	0.42	0.46
0.19	\$3.80	0.21	0.23	0.25	0.27	0.30	0.33	0.36	0.39	0.43	0.47
0.20	\$4.00	0.22	0.24	0.26	0.29	0.32	0.35	0.38	0.42	0.46	0.50
0.21	\$4.20	0.23	0.25	0.27	0.30	0.33	0.36	0.39	0.43	0.47	0.51
0.22	\$4.40	0.24	0.26	0.29	0.32	0.35	0.38	0.42	0.46	0.50	0.54
0.23	\$4.60	0.25	0.27	0.30	0.33	0.36	0.39	0.43	0.47	0.51	0.55
0.24	\$4.80	0.26	0.29	0.32	0.35	0.38	0.42	0.46	0.50	0.54	0.59
→ 0.25	\$5.00	0.27	0.30	0.33	0.36	0.39	0.43	0.47	0.51	0.56	0.61
0.26	\$5.20	0.29	0.32	0.35	0.38	0.42	0.46	0.50	0.54	0.59	0.64
0.27	\$5.40	0.30	0.33	0.36	0.39	0.43	0.47	0.51	0.56	0.61	0.66
0.28	\$5.60	0.31	0.34	0.37	0.40	0.44	0.48	0.52	0.57	0.62	0.67
0.29	\$5.80	0.32	0.35	0.38	0.42	0.46	0.50	0.54	0.59	0.64	0.70
0.30	\$6.00	0.33	0.36	0.39	0.43	0.47	0.51	0.56	0.61	0.66	0.72
0.31	\$6.20	0.34	0.37	0.40	0.44	0.48	0.52	0.57	0.62	0.67	0.73
0.32	\$6.40	0.35	0.38	0.42	0.46	0.50	0.54	0.59	0.64	0.70	0.76
0.33	\$6.60	0.36	0.39	0.43	0.47	0.51	0.56	0.61	0.66	0.72	0.78
0.34	\$6.80	0.37	0.40	0.44	0.48	0.52	0.57	0.62	0.67	0.73	0.79
0.35	\$7.00	0.38	0.42	0.46	0.50	0.54	0.59	0.64	0.70	0.76	0.83
0.36	\$7.20	0.39	0.43	0.47	0.51	0.56	0.61	0.66	0.72	0.78	0.85
0.37	\$7.40	0.40	0.44	0.48	0.52	0.57	0.62	0.67	0.73	0.79	0.86
0.38	\$7.60	0.42	0.46	0.50	0.54	0.59	0.64	0.70	0.76	0.83	0.90
0.39	\$7.80	0.43	0.47	0.51	0.56	0.61	0.66	0.72	0.78	0.85	0.92
0.40	\$8.00	0.44	0.48	0.52	0.57	0.62	0.67	0.73	0.79	0.86	0.93
0.41	\$8.20	0.45	0.49	0.53	0.58	0.63	0.69	0.75	0.81	0.88	0.96
0.42	\$8.40	0.46	0.50	0.54	0.59	0.64	0.70	0.76	0.83	0.90	0.98
0.43	\$8.60	0.47	0.51	0.56	0.61	0.66	0.72	0.78	0.85	0.92	1.00
0.44	\$8.80	0.48	0.52	0.57	0.62	0.67	0.73	0.79	0.86	0.93	1.01
0.45	\$9.00	0.49	0.53	0.58	0.63	0.69	0.75	0.81	0.88	0.96	1.04
0.46	\$9.20	0.50	0.54	0.59	0.64	0.70	0.76	0.83	0.90	0.98	1.06
0.47	\$9.40	0.51	0.56	0.61	0.66	0.72	0.78	0.85	0.92	1.00	1.08
0.48	\$9.60	0.52	0.57	0.62	0.67	0.73	0.79	0.86	0.93	1.01	1.10
0.49	\$9.80	0.53	0.58	0.63	0.69	0.75	0.81	0.88	0.96	1.04	1.13
0.50	\$10.00	0.54	0.59	0.64	0.70	0.76	0.83	0.90	0.98	1.06	1.15
0.51	\$10.20	0.56	0.61	0.66	0.72	0.78	0.85	0.92	1.00	1.08	1.17
0.52	\$10.40	0.57	0.62	0.67	0.73	0.79	0.86	0.93	1.01	1.10	1.19
0.53	\$10.60	0.58	0.63	0.69	0.75	0.81	0.88	0.96	1.04	1.13	1.23
0.54	\$10.80	0.59	0.64	0.70	0.76	0.83	0.90	0.98	1.06	1.15	1.25
0.55	\$11.00	0.60	0.65	0.71	0.77	0.84	0.91	0.99	1.07	1.16	1.26
0.56	\$11.20	0.61	0.66	0.72	0.78	0.85	0.92	1.00	1.08	1.17	1.27
0.57	\$11.40	0.62	0.67	0.73	0.79	0.86	0.93	1.01	1.10	1.19	1.29
0.58	\$11.60	0.63	0.69	0.75	0.81	0.88	0.96	1.04	1.13	1.23	1.33
0.59	\$11.80	0.64	0.70	0.76	0.83	0.90	0.98	1.06	1.15	1.25	1.35
→ 0.60	\$12.00	0.65	0.71	0.77	0.84	0.91	0.99	1.07	1.16	1.26	1.37
0.61	\$12.20	0.66	0.72	0.78	0.85	0.92	1.00	1.08	1.17	1.27	1.38
0.62	\$12.40	0.67	0.73	0.79	0.86	0.93	1.01	1.10	1.19	1.29	1.40
0.63	\$12.60	0.69	0.75	0.81	0.88	0.96	1.04	1.13	1.23	1.33	1.44

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**SIDE LETTERS**

**County of Glenn**

**Glenn County Mid Managers' Association**

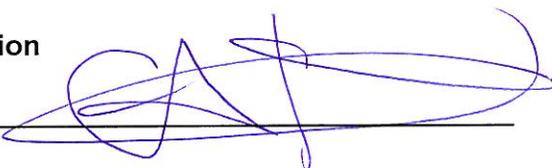
**UPE Local 792**

**2015/16 Side Letter A**

The County and the Mid Managers' Association agree that during the term of this agreement they will consider the following:

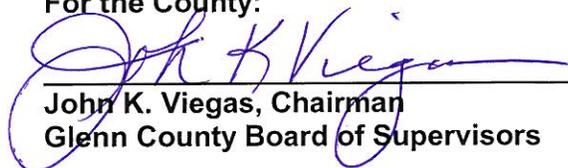
- Revised Drug Policy
- Anti-Bullying Policy

**For the Union**

  
\_\_\_\_\_

1-28-16  
date

**For the County:**

  
\_\_\_\_\_

**John K. Viegas, Chairman  
Glenn County Board of Supervisors**

1/28/16  
date