

**MEMORANDUM OF
UNDERSTANDING
BETWEEN THE COUNTY OF GLENN**



**AND THE
GLENN COUNTY SHERIFFS'
ADMINISTRATION
ASSOCIATION**

January 31, 2023 – January 30, 2025

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January 31, 2023 through January 30, 2025

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

ARTICLE 1.01 – RECOGNITION:

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

ARTICLE 1.02 – IMPLEMENTATION/RECOGNITION:

- A. This Memorandum of Understanding constitutes a mutual agreement by the representatives of the parties to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved in whole or in part by the Board of Supervisors.
- B. The County may adopt reasonable rules and regulations after consultation in good faith with representatives of the Association concerning the administration of employee relations under this Article, except as otherwise provided by law.
- C. The County shall give reasonable written notice to each recognized employee organization of any proposed ordinance, policy rule, or regulation relating to matters within the scope of representation set forth in this Article, except as otherwise provided by law, or this Memorandum of Understanding.

ARTICLE 1.03 - COUNTY RIGHTS:

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

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

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

ARTICLE 1.04 – EMPLOYEE RIGHTS:

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

ARTICLE 1.05 – RULES AND REGULATIONS:

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

ARTICLE 1.06 - WORK ACTION:

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

ARTICLE 1.07 – NON-DISCRIMINATION:

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

- B. ASSOCIATION ACTIVITIES. Neither the County nor the Association shall interfere with, intimidate, coerce, or discriminate against County employees because of their exercising their right to form, join, and participate in the activities of the Association, or exercising their right to refuse to join or participate in the activities of the Association.

ARTICLE 1.08 – ASSOCIATION VISITATION:

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

ARTICLE 1.09 - BULLETIN BOARDS:

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

ARTICLE 1.10 – DISTRIBUTION OF ASSOCIATION MATERIALS:

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

ARTICLE 1.11 – USE OF COUNTY FACILITIES:

County facilities may be made available upon timely application for use by employees and Association. Use of such facilities shall be on the employee's own time.

ARTICLE 1.12 – PAYROLL DEDUCTION:

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

ARTICLE 1.13 – NEW EMPLOYEE ORIENTATION:

The parties acknowledge that the County provides an informal new employee orientation meeting (“orientation”) to all new employees hired by the County.

The parties agree that the County will notify the union via emails to the Labor Relations Representative and the Union Office Manager, the time, date, and location of the orientation including the number of bargaining unit employees and their unit, anticipated to be in attendance not less than 10 calendar days prior to the new hire orientations being held.

The Union representative(s) will be given up to thirty (30) minutes to meet with the new employees at the new employee orientation. Attendance of the new employee at the Union portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.

The County agrees to release time for one current employee, appointed by the Union, to attend these meetings and for travel time to and from the orientation. The Union will provide the County with the name of the representative on release time at least five (5) days prior to the orientation.

Information Provided

Via email the County will as soon as possible, but within no more than 15 days of hire, provide the Union with the following information:

- Name.
- Job title.
- Department.
- Work location.
- Work, home, and personal cellular telephone numbers.
- Personal email addresses on file with the County (new hires only).
- Home address.

The County will also provide the Union this same information, via digital file, on all bargaining unit

members on a quarterly basis.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Assembly Bill 119 requirements only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date

ARTICLE 1.14 – WITHDRAWAL FROM THE ASSOCIATION:

Members shall be able to withdraw their membership by notifying the Association in writing of their desire to withdraw from membership as specified on enrollment forms or if not specified during the period December 11th through December 31st of any year. Members may not withdraw from membership at any time.

ARTICLE 1.15 – PROBATIONARY PERIOD:

All employees covered by this MOU shall serve a probationary period of one year. Notwithstanding any provision of this MOU or any county policy or procedure.

ARTICLE 2.01 – HEALTH INSURANCE COVERAGE:

The County shall make available a variety of Health Plans.

ARTICLE 2.01.01 – CONTRIBUTIONS:

A. EMPLOYEES

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

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

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

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

B. COUNTY

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

Employee only – The County shall pay the equivalent of 90% of the Premium for the Blue Shield Access+ HMO* available to the majority of County Employees.	Employee + 1- The County shall pay the equivalent of the previous year's contribution plus the dollar amount of the increase added to the previous Years Employee only premium.	Employee + 2- The County shall pay the equivalent of the previous year's contribution plus the dollar amount of the increase added to the previous years Employee only premium.
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Should the Blue Shield Access+ HMO become unavailable to the employees of Glenn County the parties mutually agree to meet and select an alternative premium to be used for establishing the contribution rate.

ARTICLE 2.01.02 – RETIREE HEALTH:

For covered employees hired prior to November 1, 2017 who are vested, at the time of retirement, and retire from active County service the retiree medical premium will be paid as follows:

- a. The County will continue to pay the statutory minimum contribution amount prescribed by Government Code Section 22892 directly to CalPERS.
- b. CalPERS will deduct the balance of the medical premium from the retiree's monthly PERS pension payment.
- c. Concurrent the same day an employee receives their monthly PERS pension payment, the County will reimburse the retiree by EFT to the employee's bank account. If the employee does not provide the County with their bank account information for EFT reimbursement, the County will mail a paper check to the employee on the 1st working day of each month based upon the agreed County's contribution amount stated in Article 2.01.01B:

The County will pay 90% of the employee only premium for the Blue Shield HMO. The County contribution for Employee + 1; 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.

- d. No retiree will be adversely affected by this change in how the County's retiree medical benefit is administered. If an employee is adversely affected by error or other unforeseen consequence of this change, the County agrees to "make whole" the employee.

For covered employees hired on or after November 1, 2017 who are vested and retire from active County service; the retiree medical premium will be paid as follows:

- a. The County will continue to pay the statutory minimum contribution amount prescribed by Government Code 22892 directly to CalPERS.
- b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

ARTICLE 2.02 - DENTAL PLAN:

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

- A. The employee shall pay 100% of the premium for this plan.
- B. The employees' premium payment shall be made by payroll deduction.
- C. Employee premium payment may be made through an IRC Section 125.
- D. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the dental insurance contract provisions.

ARTICLE - 2.03 VISION PLAN:

- A. The County shall make available a vision plan for covered employees and their dependents.
 - B. The County shall pay 100% of the employee's premium.
 - C. The employee shall pay 100% of the dependent's premium. Should the dependent premium contain the employee premium as a component of a composite, the County shall pay an amount equal to the employee only premium.
 - D. The employees' premium payment shall be made by payroll deduction.
 - E. Employee premium payment may be made through an IRC Section 125 arrangement.
 - F. An employee on leave of absence without pay for more than two consecutive bi-weekly pay periods choosing to continue coverage shall be responsible for payment of the entire premium amount during the employee's leave up to a period of twelve (12) months in accordance with the vision insurance contract.
 - G. The County contribution for Regular-Part-Time employees shall be pro-rated based on the employees' relationship to Regular-full-time employment.
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ARTICLE 2.04 - 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 26 years

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 of seventy (70).

ARTICLE 2.06 - DISABILITY INSURANCE:

a. State Disability Insurance

California State Disability Insurance (SDI) provides short-term Disability Insurance (DI) and Paid Family Leave Benefits (PFL) wage replacement benefits to eligible workers who need time off work. An employee may be eligible for DI if he/she are unable to work due to non-work-related illness or injury, pregnancy, or childbirth. An employee may be eligible for PFL to care for a seriously ill family member or to bond with a new child.

b. Eligibility Criteria

- An employee must be on an approved leave of absence (LOA). Complete all required leave paperwork;
- An employee must have an approved DI claim;
- DI benefits: An employee must have an illness or injury, either physical or mental, which prevents him/her from performing their regular and customary work. Disability also includes elective surgery, pregnancy, childbirth, or other related medical conditions;
- PFL benefits: An employee's request must be to take time off from work to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement.

BENEFITS

	<u>Disability Insurance</u>	<u>Paid Family Leave</u>
Benefit Period -	Payable up to 52 weeks.	Payable up to 8 weeks within 12 mo.
Waiting Period-	7 days	None
Weekly Benefit-	Approx. 60-70% of wages earned 5-18 mos. prior	Approx. 60-70% of wages earned 5-18 months prior

to claim start date.

to claim start date.

c. Pay Options

An employee must select one of the options below by completing the DI / PFL Benefit Integration Election Form and returning it to the Personnel Department.

1. Integrate paid leave with DI / PFL benefits; Once an employee is eligible for benefits, as determined by the procedures of the State of California Employment Development Department, the county shall augment the amount of SDI/PFL benefits being received by an employee from the employee's sick, vacation, and comp time leave balance, in that order, until exhausted. Notwithstanding anything to the contrary, each employee absent from work and receiving SDI/PFL benefits shall be required to utilize accrued leave balance.
2. Receive only paid leave until balances are exhausted (this is the default option).

d. Coordination of Benefits

The DI / PFL Program allows for co-ordination of benefits with an employee's paid leave and has the effect of approximating full compensation by combining paid leave and SDI benefits. An employee who is receiving DI or PFL will be considered to be on a five day per week, forty (40) hour schedule, for computation purposes.

For qualified leaves of absences not protected by FMLA/CFRA/PDL, the accrual usage will result in employer/employee paid health insurance premiums, when the employee has sufficient accrual balances as defined above. Employees without sufficient accrual balances will be responsible for full insurance premiums (Employee and Employer contribution).

Employees will accrue paid time off during the period of time being coordinated, based on the adjusted leave usage.

DI/PFL Coordination is a benefit where, an employee uses his/her accrued time off while receiving SDI/PFL benefit payments. Coordination has the effect of approximating full compensation during the absence from work by combining sick leave (or other required accruals) and DI/PFL benefits, as long as the employee's leave balance(s) permits.

Employees desiring to coordinate benefits, using accruals to supplement DI/PFL must provide the Personnel Department with the Coordination of Benefits form received from State Disability. Employees desiring to coordinate benefits, using accruals to supplement SDI/PFL must provide the Personnel Department with the Notice of Computation of Benefits form received from State Disability.

e. Employee Responsibilities

It is the employee's responsibility to file a DI/PFL claim as soon as the employee is eligible, as determined by EDD. A DI claim is filed with EDD and includes certification from the employee's health care provider. A PFL claim is also filed with EDD and includes a certification from a health care provider unless it is for bonding leave. The County is not involved in the EDD application/benefit payment process. The County's Personnel Department's role is limited to verifying employment, pay rate; any compensation earned and leaves type used during the period of leave, and the dates of absence due to a qualifying event.

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 for the employee's contribution shall be through payroll deduction.

ARTICLE 3.01 - SCHEDULING:

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

ARTICLE 3.02 - EMERGENCY:

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

ARTICLE 3.03 - OVERTIME:

- A. Eligible Positions. All positions in classifications designated in the Sheriffs' Administration Unit, except FLSA Exempt Employees.
 - B. Overtime Defined. For the purpose of calculating overtime, paid time shall include hours worked, paid sick leave and vacation time scheduled two weeks in advance. For those members working an authorized modified work schedule, in accordance with section 7(k) of the FLSA, all authorized hours worked in excess of 80 hours in a 14 day work period shall be overtime. For those employees working a standard schedule, all authorized hours worked in excess of 40 hours in a 7 day work period shall be overtime.
 - C. Overtime Authorization. Employees shall be required to work overtime when
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assigned by the Department Head or designated representative. No employee shall work overtime without prior approval of the Department Head or designated representative.

- D. **Overtime Compensation.** Employees shall be compensated for overtime at one and one-half times their regular rate of pay. Overtime compensation may, at the discretion of the employee, be paid with regular wages in the pay period in which it was earned or be credited as Compensatory Time Off (CTO) to a maximum of 240 hours. Shift Differential is not eligible to be credited to CTO - meaning, an employee who earns shift differential must be compensated for the time worked in the pay period in which it was earned. FLSA Exempt Employees are not entitled to CTO.
- E. **Use of Accumulated Compensatory Time Off (CTO).**
- (1) An employee who has requested use of accumulated CTO shall be permitted by the Department Head to use such time within a reasonable period unless the request unduly disrupts Departmental operations.
 - (2) Any CTO accumulation in excess of the 240 hour cap which is not taken in the work week in which it is earned, shall be paid with regular wages in the pay period in which it is earned.
 - (3) An employee who has accumulated CTO shall, upon termination from employment be paid for the CTO with the termination pay settlement.
- F. **Fringe Benefits Not Affected by Overtime.** Overtime work shall not be a basis of increasing vacation, sick leave, or other benefits, nor shall it be the basis for advancing completion of the required period for probation or salary step advancement.

ARTICLE 3.04 - SALARIES:

- A. Employees shall be paid bi-weekly in accordance with the pay schedule shown at Attachment "A" from the Pay Table at Attachment "B".
- B. Employees who are assigned by the Sheriff to the following positions shall be given a special five percent (5%) additional compensation for the duties and responsibilities associated with these positions so long as they are assigned and performing these duties.

Field Training Officer: K-9 Officer. (Compensation to be in keeping with the Garcia Decision.)

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

P.O.S.T. Certification upon promotion:

Incentive Pay shall be provided to personnel designated as Sergeants and Lieutenants as follows:

Intermediate P.O.S.T. Certificate	5% above employee's regular step
Advanced P.O.S.T Certificate	10% above employee's regular step
Supervisory P.O.S.T Certificate	15% above employee's regular step

Incentive Pay shall be provided to personnel designated as Undersheriff as follows:

Advanced P.O.S.T. Certificate	5% above employee's regular step
Supervisory P.O.S.T Certificate	10% above employee's regular step
Management P.O.S.T Certificate	15% above employee's regular step

P.O.S.T. Certificate pay will be capped at 15% above employee's regular step in all classifications represented by the Sheriff's Administration Association.

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

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

D. Merit Step Increase

- (1) A merit pay plan with a 5-step system shall exist. No employee shall advance in steps based upon seniority. All advancements shall be based solely upon merit. The Department Head shall review written evaluations of all eligible employees once a year on or before their anniversary date for salary step increase consideration. There shall not be less than one evaluation per year. On the basis of performance evaluations, employees shall advance one step based on the discretion of the Department Head. No increase shall be authorized or paid for those employees with an overall "unsatisfactory" (less than satisfactory) performance evaluation. Verify against current evaluation form. The Department Head may withhold or delay a merit step increase for lack of a satisfactory evaluation; provided that the Department furnished the employee with training and/or a written action plan for the evaluation period. Step increases shall not exceed the top step of the range for the classification.
- (2) Should an employee's annual evaluation not be submitted on schedule; a merit step increase shall be automatically given. The comments section of the Pay Action shall be annotated as follows: "Merit Step Increase granted due to non-submission of employee evaluation. The granting of this increase does not necessarily denote satisfactory performance by the employee".

- (3) Merit Step Increase Effective Date. Merit Step increases will be effective upon the employee's employment anniversary date.

ARTICLE 3.05 - PAY FOR WORK IN HIGHER CLASSIFICATION:

ARTICLE 3.05.01-DEFINITIONS –

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

- a) Vacant Position. A vacant position is an authorized allocated position for which there is no appointed incumbent.
- b) Absence of the Incumbent. The absence of the incumbent is defined as any approved absence caused by training, vacation, sick leave, leaves without pay, military leave, administrative absence with pay, or absent under the provisions of Labor Code 4850.

ARTICLE 3.05.02- WORKING IN A HIGHER CLASSIFICATION BECAUSE OF A VACANT POSITION:

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

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

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

ARTICLE 3.06 - TRAVEL PAY:

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

ARTICLE 3.07 - STANDBY PAY:

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

ARTICLE 3.08 - CALL BACK PAY:

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

ARTICLE 3.09 - SHIFT DIFFERENTIAL:

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

ARTICLE 3.10 - PAY DAY:

Employees shall be paid bi-weekly on the dates established by the Director of Finance. Employees shall be paid by direct deposit.

ARTICLE 3.11 - BI-LINGUAL-PAY:

The County shall provide Bi-lingual pay at 75 cents per hour provided the employee have

both demonstrated proficiency in the language to the satisfaction of the Department Head and whose Department Head requires them to use a foreign language in the course of their employment. Payment of bilingual pay is at the sole discretion of the Department Head. Assignment or no assignment of bilingual duties is excluded from Article 7.02 Grievance.

ARTICLE 3.12 - SALARY INCREASE FOR LONGEVITY:

Effective the first full pay period following ratification of the MOU by the Board of Supervisors, regular full-time employees shall receive an increase of five percent (5%) above their current salary rate for the particular class of position which they are appointed upon completion of ten (10) full consecutive years of County employment. Regular full time employees shall receive an increase of two percent (2%) above their current salary rate for the particular class of position which they are appointed upon completion of fifteen (15) full consecutive years of County employment. Regular full-time employees shall receive an increase of two percent (2%) above their current salary rate for the particular class of position which they are appointed upon completion of twenty (20) full consecutive years of County employment. Regular full time employees shall receive an increase of two percent (2%) above their current salary rate for the particular class of position which they are appointed upon completion of twenty-five (25) full consecutive years of County employment. Regular full-time employees shall receive an increase of two percent (2%) above their current salary rate for the particular class of position which they are appointed upon completion of thirty (30) full consecutive years of County employment. The total longevity payment shall not exceed thirteen percent (13%).

ARTICLE 4.01 - SICK LEAVE:

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

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

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

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

Family Member is defined as:

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

status.

- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling, including "in law".

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

Sick leave shall not be authorized when any of the following conditions exist: (A) Disability arising from willful misconduct; (B) Sickness or disability sustained while on leave of absence without pay; or (C) Inability to work because of illness due to intemperance.

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

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

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

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

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

ARTICLE 4.02 - BEREAVEMENT LEAVE:

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

ARTICLE 4.03 - VACATION:

Accrual Schedule. Regular Full-Time employees of the rank of Sergeant shall accrue vacation credit according to the following schedule:

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

FLSA Exempt 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

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

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

Compensation for Excess Accruals. An employee who is unable to take his or her scheduled vacation due to unusual and extenuating Departmental needs shall, upon request and determination by the Department head, be compensated for all vacation hours accrued in excess of two and one-half times their annual accrual as the excess is earned.

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

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

Scheduling.

- A. The time when vacation shall be taken by the Employee shall be determined by the Department head or designee.
- B. Except where operational needs require otherwise, Employees shall be entitled to use their accrued vacation credits at the time scheduled.
- C. Vacation requests shall be submitted by the Employee to the Department head by March 1 of each year. Vacation schedules shall be posted by the Department by April 1 of each year and shall be based upon seniority and Departmental needs.
- D. Vacation requests made after the vacation schedule has been posted may be granted on a first- come first-serve basis provided there is no interference with the scheduled vacations.

ARTICLE 4.03.A VACATION LEAVE CASH OUT

By no later than December 15th of each year, employees may make an irrevocable decision to cash out up to 40 hours of vacation that will be accrued during the next year. Cash Out requests must be made on a form to be provided by the County and shall include the number of hours the employee wishes to cash out and the pay period, after July 1, in the following year on which the employee wishes to receive the payment. The payment will occur in the pay period immediately following the date selected.

Irrevocable Election: Once made, both the election to cash out vacation leave and the date upon which the cash out is scheduled to occur is irrevocable. Employees will only be able to modify the date scheduled in cases of unforeseen emergencies, such as an unanticipated need to utilize vacation leave for a leave of absence due to medical reasons, and only upon approval of the Personnel Director or his or her designee. If, on the date scheduled for cash out, the employee does not have enough vacation leave available to satisfy the election, the County will cash out the vacation leave up to the amount available. In that case, the County will be deemed to have satisfied its obligation to cash out vacation leave pursuant to the employee's election and no further cash out will occur. For example, if an employee elects to cash out 5 days of vacation leave on August 1, but only has 3 days of vacation leave available on that date, the County will cash out the employee's available 3 days of vacation leave and no further cash out will occur pursuant to that election.

ARTICLE 4.04-HOLIDAYS:

Employees covered by this agreement are entitled to thirteen paid holidays. In lieu of these thirteen holidays employees of the rank of Sergeant shall have their base hourly rate increased. This increase shall be 5% above the approved, published rate for the

employee's step and range.

The County shall provide to FLSA Exempt employees thirteen (13) paid holidays per year as follows (Employees in regular full-time status shall receive one day of compensation, up to eight (8) hours):

Identified recognized holidays:

New Year's Day - January 1
Martin Luther King Day - 3rd Monday in January
Presidents' Day – 3rd Monday in February
Cesar Chavez Day – March 31
Memorial Day - Last Monday in May
Independence Day – 4th of July
Labor Day – 1st Monday in September
Veterans' Day – November 11
Thanksgiving – Designated Thursday in November
Friday after Thanksgiving – Day after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
New Year's Eve – December 31

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

In addition to the above recognized holidays, FLSA Exempt unit members will also receive three (3) floating holidays per year. In addition to the above recognized holidays, hourly unit members will also receive one (1) floating holiday per year.

ARTICLE 4.05–JURY DUTY:

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

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

ARTICLE 4.06-WITNESS LEAVE:

A regular employee who appears in court as a witness arising out of and in the course of his or her County employment shall be deemed to be on duty and shall be entitled to his/her regular pay. A regular employee who appears in court as a witness in a private

matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or accrued compensatory time-off (CTO) for this time off.

ARTICLE 4.06.01 – 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 prorated share of Annual Leave on their date of hire.

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

- A. FMLA and CFRA leave will be granted as provided by law.
- B. Pay Status While on FMLA or CFRA Leave.
 - 1. Sick leave must be used for a serious health condition, and
 - 2. Vacation must be used for a serious health condition when sick leave is exhausted. CTO may be used for a serious health condition when sick leave and vacation are exhausted. Vacation used for FMLA and/or CFRA may NOT be denied.
- C. Notice to the Employer.

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

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

ARTICLE 5.01 - RETIREMENT:

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

- A. Regular employees of the County shall be members of the Public Employees' Retirement System as provided by law and the terms of the contracts in effect between the County and the Public Employees' Retirement System. Unless required to do so by law, the County shall not revise any benefit provided by the Retirement System to employees or to any other person when such revisions will change present or future retirement system contributions by employees subject to this Agreement; however, such benefit change may be made when agreed to by certified representatives on behalf of employees represented by the Association.
- B. The County shall pay 100% of the employer's contribution to PERS for all

employees in the classifications listed on Attachment "A" unless superseded by another provision of this Article.

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

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

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

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

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

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

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

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

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

ARTICLE 5.01.02-UNION SUPPLEMENTAL RETIREMENT:

The County agrees to allow members of this bargaining unit to participate in the LIUNA Industrial Pension Fund. The County agrees to contribute to this fund the amount of \$1.32 per hour in a paid status. LIUNA employer rate contributions are established by LIUNA and may be subject to change.

ARTICLE 5.02-DEFERRED COMPENSATION:

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

ARTICLE 5.03-UNIFORM AND EQUIPMENT ALLOWANCE AND REPLACEMENT COSTS:

The County agrees to provide an annual uniform and equipment maintenance allowance of \$1,000.00 per year to bargaining unit employees for purchase, replacement, and cleaning of uniforms and equipment. The County shall pay the first installment of \$1,000.00 with the first pay period in January. Employees will provide verification of the appropriate use of the funds.

PERS Classic members will be taxed on this amount.

PERS PEPRA members: In order for amount to be non-taxable, original receipts for \$1,000 must be submitted to the Department of Finance, Accounts Payable, no later than November 15 by 5:00 p.m. for the reimbursement received in January. The receipts should equal the total amount of funds being reimbursed. Amounts unaccounted for will be reported as taxable.

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

1. The employee must present the original sales receipt for the article to the Department Head. If the original receipt is not available, the officer must present the new sales receipt for the purchase, or a written estimate of replacement cost.
2. The damaged article must be turned in to the Department Head before payment is made, unless for good cause it is not available and the Department Head agrees to waive this condition.
3. A written report relating the reason for the lost or damaged article must be presented to the Department Head. If witnesses are known, their names shall be included in the report.

Uniform allowance shall not be paid to an employee who is in a Leave of Absence without

pay (LWOP).

ARTICLE 5.04-OFFICIAL BADGE:

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

ARTICLE 6.01-LAYOFFS:

- A. Reason for Layoff. Layoff may become necessary because of any shortage in work, lack of funds, material change in organization, or for other valid reasons.
- B. Layoff by Classification. The determination of which employee(s) shall be laid off first shall be made within the Sheriff's Department on a classification basis.
- C. Determining Length of Seniority. In determining length of classification seniority, all time spent in said classification and any higher classification shall be counted as classification seniority, including all time spent as regular help and C.E.T.A. job training.

In computing classification seniority, if the employee separated from the County service and has subsequently returned to the County service, then any and all service prior to the separation shall not be counted in determining classification seniority.

An employee on authorized leave of absence shall retain his/her seniority but time spent on leave, except Military Leave, shall not count towards seniority.

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

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

Layoffs shall be made in the following order:

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

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

of appeal rights regarding their placement on the list.

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.

- F. **Bumping and Demotion in Lieu of Layoff.** A regular employee who is to be laid off shall have the right to bump an employee of lesser seniority in a class in which he/she previously held permanent status within the Department. If there are two or more employees to be laid off and they opt to exercise this right and request to bump to the same position, then the employee with the greatest classification seniority shall have the right to fill such position. If the classification seniority of these employees is equal, then the employee with the greatest continuous County service seniority shall have the right to fill such vacancy.
- G. **Promotion to Former Classification.** Employees demoted shall have first right of refusal for promotion when a vacancy occurs within their Department at their former classification.
- H. **Re-Employment.** Employees laid off shall have first right of refusal for re-hire to their former classification, even if already re-hired in another class, for a period up to one year from the date of lay off. The County will notify laid off employees of County vacancies. The refusal of any re-employment offer in the former classification shall eliminate the responsibility of the County to offer any future employment opportunities to a former employee.

ARTICLE 7.01 - DISCIPLINARY ACTION:

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

The appointing authority may initiate disciplinary action against an employee for cause by serving upon the employee a written notice of intent to impose disciplinary action. The notice of intent shall be served upon the employee either personally or by mail and shall include: (a) a statement of the nature of the disciplinary action, (b) a statement of the causes therefore, (c) a statement in ordinary and concise language of the acts or

omissions upon which the causes are based, (d) copies of all documents and materials upon which the action is based, (e) a statement advising the employee of his or her

right to respond to the notice of intent before disciplinary action is taken within seven (7) working days of the date of service, orally, or in writing, or both, and (f) a statement advising the employee that if disciplinary action is imposed, he or she may appeal such action to a neutral third party by filing a written request to the Personnel Director within thirty (30) calendar days of service of the notice that the punishment will be imposed. A probationary employee shall not have the right to appeal.

APPEAL

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

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

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

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

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

All fees and expenses of the neutral shall be shared equally by the parties. The Association, by whatever means it deems appropriate, will be permitted to review the action being taken against the employee in the bargaining unit prior to the hearing and determine whether or not it elects to pay for half of all expenses associated with the hearing. If the Association elects not to pay their half, then the employee will pay it in advance if he or she proceeds to the neutral third party. In no event will the County pay more than half the expenses.

ARTICLE 7.02-GRIEVANCES:

A. PURPOSE

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

1. Keep channels of communications open between all persons employed by the County of Glenn;
2. Resolve problems and differences between employees and management through discussions; and,
3. Settle unresolved employee disputes and complaints in a reasonable manner of fair hearings.

B. SCOPE

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

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

1. Matters within the Employee Relations Policy adopted by resolution of the Board of Supervisors.
2. County Rights as specified in Article 103 of this agreement.
3. Appeals from disciplinary action as defined in accordance with Article 7.01 of this agreement.

C. RIGHT OF PARTICIPATION

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

D. REPRESENTATION

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

E. GRIEVANCE PROCESS

1. The following is a series of steps, each a progressively higher level of review. Every effort shall be made by all participants in the process to find solutions to the problems at the lowest possible step in the process.
2. Procedures to be observed:
 - (a) The word "Employee" as used in the various steps shall mean the employee and his/her designated representative. The grievant shall be present at all steps in the process.
 - (b) Any written forms required of the Employee at any step shall be provided by the Personnel Director.
 - (c) The word "Day" as used in the Steps of the Grievance procedure shall mean "working day".
 - (d) Should a grievant fail at any time to proceed to the next step, the grievance shall be terminated.
 - (e) Time limits in this procedure may be waived or extended by mutual written consent of both parties.
 - (f) The word "Department Head" as used in the steps of the Grievance Procedure shall mean to include his/her designee.

STEP I - INFORMAL MEETING WITH SUPERVISOR

1. An Employee who believes he/she has cause for grievance shall give notice

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

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

STEP II – DEPARTMENT HEAD

1. If the grievance is not settled to the Employee's satisfaction at Step I, the Employee may file a written appeal with the Department Head to whom the aggrieved Employee's immediate supervisor reports within 10 Days of receipt of Step I answer. Within ten (10) Days of receipt of the appeal, a
2. 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.
3. The grievance form shall be filled out, signed by the aggrieved Employee and his/her representative with the date and time of presentation affixed thereto. The Department Head shall sign the form as received with the time affixed thereto.
4. The grievance form shall include the following:
 - (a) A statement of the grievance clearly indicating the question raised by the grievance and the section(s) of the agreement that is violated; and
 - (b) The remedy or correction requested.
5. The Department Head shall give a written answer to the grievance within ten (10) Days from the date of the hearing.

The Department Head's answer shall include the following:

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

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

STEP III - PERSONNEL DIRECTOR

1. Within ten (10) Days of receipt of an appeal from Step II, the County Personnel Director shall cause a hearing to be held. The date, time and place of the hearing shall be by mutual agreement of the County Personnel Director and the Employee and Association representative, if any. The County or the Association may request other representatives to participate in the hearing, and the Association may request that other Employees be called as witnesses without loss of pay.
2. It is the intent of the parties to arrive at an equitable settlement of all third step grievances. Therefore, all evidence presented at the third step hearing shall reflect the total effort of the parties.
3. A written disposition of the grievance shall be given by the County Personnel Director to the Employee and representatives within ten (10) Days following the hearing.
4. If the third step answer is not satisfactory to the Employee, it may be appealed to arbitration.
5. Either party may request a waiver of Step III and request mediation of the grievance through the State Mediation and Conciliation Services. Should mediation fail to resolve the parties' differences the grievance process would proceed to Step IV.
6. By mutual agreement the parties may bypass Step III and request that the Arbitrator attempt to mediate the grievance prior to moving to the Step IV hearing. The mediation session shall not last more than four (4) hours. At the completion of the allotted time the Arbitrator will conduct the Step IV hearing. The Arbitrator in rendering a decision will not consider the issues raised during mediation.

STEP IV - ARBITRATION

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

2. In the event there is no agreement on the selection of an Arbitrator, the parties will make a joint request for a panel of five (5) qualified arbitrators from the American Arbitration Association or the State Mediation & Conciliation Service. After receipt of the panel of arbitrators, each party will strike one arbitrator at a time, and the remaining person on the list shall be accepted as the arbitrator.
3. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms and conditions of this agreement, nor any rules, policies, or procedures. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other. The Arbitrator shall provide the County and the Association a written decision no later than thirty calendar days after the conclusion of the hearing.

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

4. All fees and expenses of the arbitration shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.
5. A court reporter shall not be required for the Arbitration proceedings, but may be requested by the County, the Association, or the Arbitrator.
 - (a) If the services of a court reporter are requested by the Arbitrator, the costs shall be borne equally by the County and the grievant.
 - (b) If the services of the court reporter are requested by the County, the costs shall be borne by the County.
 - (c) If the services of the court reporter are requested by the Association, the costs shall be borne by the Association.

GENERAL

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

2. The Association shall have standing to grieve beginning at Step III of the formal grievance procedure as follows:
 - (a) On all matters relating to Association rights or prerogatives or on matters relating to the Associations business relationship with the County; or
 - (b) When the Association determines that there is a substantial non-compliance with a grievable term or condition of employment, where no specific Employee is directly affected by an interpretation or application of the County affecting otherwise grievable terms and conditions of employment.
3. The parties may mutually agree at Step III or Step IV to submit the issue to a neutral third party agreed upon by the parties. The parties agree to share the costs of the neutral one half each. The parties may agree that the decision, if any, shall be advisory or binding. Whether advisory or binding the decision shall be subject to review by the Board of Supervisors as provided for in Step IV Section 3 of this article.

ARTICLE 7.03 - NOT SUBJECT TO GRIEVANCE AND/OR ARBITRATION PROCEDURE:

If the County declares the matter is not subject to the grievance and/or arbitration procedure each party shall first present evidence to an arbitrator for a decision on whether the matter is subject to the Grievance and/or Arbitration procedure. The time limits and procedures under Arbitration shall apply to this section.

ARTICLE 8.01 - CATASTROPHIC ILLNESS/INJURY LEAVE PROGRAM:

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

- A. General. This program is established as an employer sponsored voluntary leave sharing arrangement by which one regular County employee may donate accrued time to another regular County employee who is experiencing a catastrophic illness or injury; subject to the conditions set forth by this program. This program is not available to extra-help or to employees with less than 6 months County services.
- B. Definition of Terms.
 1. "*Catastrophic Illness/Injury*" is a non-industrial debilitating illness, injury, impairment, physical or mental condition of the employee or the employee's immediate family member which creates a financial hardship because the employee has exhausted all available leave credits. Event requires an absence from work for a minimum of fourteen calendar days.

2. *"Immediate Family Member"* is the spouse, child(ren), and the father, mother, sister and brother of the employee, or the child(ren), father, mother, sister and brother of the employee's spouse. This list includes all family relationships recognized by law such as "in-law", "half", "adopted" and "foster family."
3. *"Accrued Time Off"* is vacation, sick leave, and compensatory time.
4. *"Base Hourly Rate of Pay"* is all earnings payable to the employee sans Shift Differential.

C. Responsibility.

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

D. Voluntary.

Participation in this program by both donors and recipients is voluntary. No one shall be coerced, intimidated, or threatened with reprisal for either participating or not participating in this program. Employees who believe that they are being forced to participate in this program shall immediately report their concerns to their Department Head, the Director of Finance, or the Personnel Director. An investigation shall be conducted and the finding shall be communicated to the Board of Supervisors who will direct what action shall be taken based on the findings.

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

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

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

F. Procedure for Establishing the Leave Sharing Program.

1. In order to establish a leave sharing program, the employee requests in writing to his/her Department Head that a Leave sharing program be established in his/her behalf.
2. To support this request the employee must submit a completed GCPER 30 (Physician's Statement Supporting Leave) verifying the illness/injury. (NOTE: If the request is based on illness/injury of an immediate family

- member the immediate family member must authorize their treating physician to complete the GCPER 30 and the employee must include a completed copy of the GCPER 30 pertaining to the immediate family member's illness/ injury).
3. The employee must execute a statement authorizing the County to publish announcements soliciting donations of leave time on his/her behalf. If the request is based on the illness/injury of an immediate family member, both the employee and the immediate family member must sign the authorization.
 4. Upon receipt of the required documents, the Department Head will forward the request with all supporting documents to the Personnel Director.
 5. The Personnel Director in conjunction with the employee will develop language for the solicitation of donations.
 6. Upon agreement as to the language of the solicitation, the Personnel Director will distribute to all Departments a copy of the solicitation of donations for distribution to all department employees.

G. Criteria for Donations.

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

H. Taxation.

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

I. Procedure for Processing Donations.

1. Donations will be made only to individuals for whom a leave sharing program has been established on the form designated by the Personnel

Department.

2. Donors will complete the donation form and send the form to the Personnel Director in a sealed envelope.
3. The Personnel Director or designee will open the sealed envelope and date and time stamp the donation form immediately. This will ensure that donations can be processed in the order they are received. If two or more forms are accepted at the same time, then they will be processed in alphabetical order.
4. The Personnel Director or designee will review all donations to ensure that they meet the criteria set forth in this policy.
5. The Personnel Director or designee will deliver the donation forms to the Director of Finance or designee for processing.
6. The Director of Finance or designee will process donations concurrent with the processing of payroll. Donation forms will be processed in the order that they were received, as evidenced by the date and time stamp. Only the monetary value needed to complete the current payroll will be deducted from the donor's vacation and/or compensatory leave accruals and credited to the recipient's vacation accruals.
7. Donation information is to be treated as confidential information by all parties who process the donations. Failure to maintain this confidentiality could result in disciplinary action.
8. Total donations received by an individual cannot exceed the lesser of, the amount needed to cover the absence or 2080 hours.
9. In the event of the death of the employee's immediate family member for which the specific leave sharing program was established, an additional 40 hours of donations may be utilized, in accordance with the Bereavement Leave section of the MOU for the applicable extended bereavement leave.
10. Upon return from an approved Leave of Absence, up to 16 hours of donated leave may be credited to the recipient's sick leave account.

ARTICLE 8.02 - EMERGENCY VEHICLES:

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

ARTICLE 8.03 - BODY ARMOR REPLACEMENT:

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

ARTICLE 9.01 - SEVERABILITY:

If any article or section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of articles or sections should be restrained by such tribunal, the remainder

of this Agreement shall not be affected thereby, and the parties shall, if possible, enter into the meet and confer process for the sole purpose of arriving at a mutually satisfactory legal replacement for such article or section.

ARTICLE 9.02 - TERM OF AGREEMENT:

This agreement shall become effective only upon approval of the Board of Supervisors, and shall remain in full force and effect to and including January 30, 2023 and from year to year thereafter provided, however, that either party may serve written notice on the other within (90) ninety days prior to the expiration of this term, of its decision to amend any provision thereof.

ARTICLE 10.01 - ENTIRE AGREEMENT:

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter within the scope of representation and that the understanding arrived at after the exercise of that right are set forth in this agreement. The express provisions of this agreement for its duration, therefore constitutes the complete and total agreement between the County of Glenn and the Glenn County Sheriffs' Administration 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 Sheriffs' Administration Association for the life of this agreement each voluntarily waives the right to compel the other party to negotiate/ meet and confer in good faith and waives the right to negotiate/ meet and confer in good faith with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement. However, should State and/or Federal law preempt this Memorandum of Understanding, or any parts of this Memorandum of Understanding, the parties agree to meet and confer in order to determine what adjustments shall be required in order to conform to the law.

ARTICLE 11.01 - LEGISLATIVE COST INCREASES:

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

COUNTY OF GLENN

GLENN COUNTY SHERIFFS' ADMINISTRATION ASSOCIATION

Linda Dunes
Margaret Grogan

DATE: 8/21/2023

DATE: _____

ASSOCIATION RATIFICATION

Ratified by the Glenn County Sheriffs' Administration Association on this 3rd day of August.

Ryan Friesen

RYAN FRIESEN, CHIEF NEGOTIATOR
Glenn County Sheriffs' Administration Association

Travis Goodwin

TRAVIS GOODWIN, PRESIDENT
Glenn County Sheriffs' Administration Association

DATE: 8/23/23

COUNTY APPROVAL

Approved by the Glenn County Board of Supervisors this 15th day of August, 2023.

Minute Order No. _____

DATE: 8-18-23

[Signature]

Chairman, Glenn County Board of Supervisors

ATTACHMENT "A"
GCSAA CLASSIFICATIONS AND
RANGES

CLASSIFICATION	RANGE NO.	FLSA EXEMPT
Sheriff's Sergeant	468	N
Sheriff's Lieutenant	489	Y
Undersheriff	533	Y
26 pay periods after ratification		
Sheriff's Sergeant	478	N
Sheriff's Lieutenant	499	Y
Undersheriff	543	Y