

**SIDE LETTER PROPOSAL BETWEEN
COUNTY OF GLENN (COUNTY)**

AND

GLENN COUNTY GENERAL UNIT (UNION)

Pursuant to the provisions of the Meyers-Milias-Brown Act, the County offers changes to the current MOU in the form of a Side Letter of Agreement between the County of Glenn and the Glenn County General Unit to make minor modifications to certain sections of the current Memorandum of Understanding (MOU) covering the term from July 1, 2018 through June 30, 2021.

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein. Except as provided herein, the MOU and all other wages, hours and other terms and conditions of employment presently enjoyed by employees in job classifications represented by the Glenn County General Unit UPEC Local 792, shall remain in full force and effect.

The County proposes the terms and conditions of this Side Letter Agreement as follows:

Trade floating holiday for Cezar Chavez Day, March 31 effective 2020/21 fiscal year.

Provide twenty-four hours of "holiday leave" in exchange for eight hours of holiday pay regardless of shift.

Current language reads:

ARTICLE 4.08 - HOLIDAYS:

A. The following holidays are recognized by Glenn County:

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

Suggested language:

ARTICLE 4.08 - HOLIDAYS:

A. The following holidays are recognized by Glenn County:

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

B. These enumerated holidays are vested so that no matter which day of the week they may occur, employees will be paid for them, or receive compensable time off. Employees in Regular Part-Time positions shall accrue and be eligible for holiday benefits as such part-time classification bears to Regular Full-Time service. Full-time employees who observe a holiday, shall be entitled to eight (8) hours holiday time. Eligible full-time regular employees, who are normally assigned to work a flexible time shift longer than eight (8) hours and who observe a holiday, shall have the remaining hours of their shift charged against vacation and/or compensatory time balances, if available. If no vacation or compensatory time balances are available, the remaining hours will be uncompensated. For example, an employee who normally works a 4-10 schedule will receive eight (8) hours of holiday pay and use two (2) hours of vacation.

D. Effective 2020/21 fiscal year employees will no longer receive a floating holiday, effective in 2021 the County will observe March 31 as a recognized holiday.

Effective first full pay period in December 2019, add twenty-four hours of "holiday leave" to each employee's accrual bank to be used during the period of seven working days before December 24th through seven working days after January 1st, subject to supervisor / manager or designee approval. With Department Head approval, unused holiday leave may be used later but not compensated for at time and a half or cashed out.

Change Catastrophic Illness/Injury Leave Sharing Program

ARTICLE 4.07 - CATASTROPHIC ILLNESS/INJURY LEAVE SHARING PROGRAM:

The County will provide for a voluntary 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 vacation or CTO 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 employees or to employees with less than 6 months County service.

B. **DEFINITION OF TERMS.**

1. "***Catastrophic Illness/Injury***" is a non-industrial illness/injury of more than fourteen calendar days duration to an employee which presents an undue financial burden on the employee, or is an illness/injury of more than fourteen calendar days duration to an immediate family member of the employee which requires the employee to be present to care for the family member.

2. **"Immediate Family Member"** is the spouse, child(ren), and the father, mother, sister, brother of the employee or of the employee's spouse. This list includes all family relationships recognized by law such as "in law", "step", "half", "adopted", and "foster family"
3. **"Accrued Time Off"** is vacation, sick leave, and compensatory time.

G. **CRITERIA FOR DONATIONS.**

1. Donations must be for 4 or more hours in whole hour increments.
2. Donations must be of vacation and/or compensatory time.
3. 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.
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) on an hour for hour basis.
7. Donations will be credited to the recipient's sick leave accruals based on an hour for hour basis. No more than one pay period of leave will be transferred to a recipient employee's catastrophic leave bank at one time.
8. Donations are only processed on an as-needed basis to complete the current payroll.

9. **TAXATION.**

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

H. **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 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.
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 hand deliver the donation forms to the Director of Finance 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 donors' vacation and/or compensatory leave accruals and credited to the recipient's sick leave 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 or protected leave.

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.

COORDINATION WITH STATE DISABILITY INSURANCE

If the employee is receiving combined payments from Catastrophic Leave donations and State Disability Insurance, the employee is required to coordinate these benefits with payroll in such a manner not to exceed the employee's gross salary.

State Disability Insurance language

ARTICLE 2.05 - DISABILITY INSURANCE:

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.

a. 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

	Disability Insurance	Paid Family Leave
Benefit Period	Payable up to 52 weeks.	Payable up to 6 weeks within 12 mo.
Waiting Period	7 days	None
Weekly Benefit	Approx. 60-70% of wages earned 5-18 mos. prior claim start date.	Approx. 60-70% of wages earned 5-18 months prior to claim start date.

b. 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).

c. 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.

d. 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.

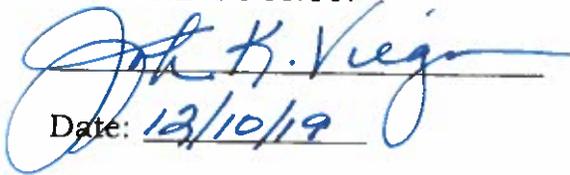
Flexible Time

Employees may flex time within the payroll period on an hour for hour basis. An employee who anticipates being off work may offset the time he/she will be off with permission from the Department Head. Example, if an employee knows he/she needs to leave three hours early on Thursday he/she may work an additional hour Monday, Tuesday, and Wednesday, if the Department Head is in agreement.

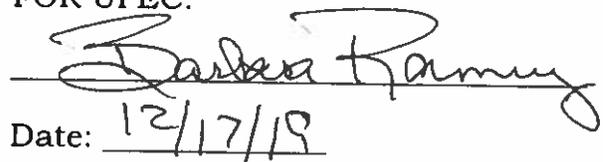
1. This Side Letter sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.

2. The Glenn County General Unit, UPEC Local 792 agrees that the County has met its obligation to meet and confer on the contents of this Side Letter.

FOR THE COUNTY:


Date: 12/10/19

FOR UPEC:


Date: 12/17/19