Second Amendment –

Article V – Health & Welfare Benefits

2023-2025 Memorandum of Understanding (MOU)

Between the County of Shasta

and the

General Teamsters Local #137 (Mid-Management Bargaining Unit)

The County of Shasta ("County") and the General Teamsters Local #137 Mid-Management Bargaining Unit ("Union") hereby agree to terms as outlined in the original agreement adopted on February 28, 2023, and as amended by the July 24, 2023 First Amendment to the MOU.

The Union and County agree to this Second Amendment ("Amendment") to the MOU, which amends Article V (Health & Welfare Benefits) to incorporate the transition of the employees and retired employees in the bargaining unit to the Northern California General Teamsters' Security Fund Plan Select Plus with Plan E (with an HSA) as an option and Teamsters Retiree Trust. A copy of the amended Article V is attached hereto.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Amendment, including signatures, shall be deemed to constitute evidence of the Amendment having been executed.

For the County:

Monica Fugitt
Monica Fugitt
Director of Support Services

8/21/23
Date

For the Union:

Heather McFall
Heather McFall, Business Agent
Teamsters Local #137

8/25/2023
Date

ARTICLE V. HEALTH & WELFARE BENEFITS

A. Medical, Dental, and Vision Coverage (through December 31, 2023).

The County maximum health contributions to medical insurance upon CalPERS approval and the County maximum dental contributions during the term are available online at:

https://www.shastacounty.gov/personnel/page/medical-rates

1. Beginning in December 2021 for premiums applied to January 2022, the County will calculate its contributions based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold. The County contribution includes the PEMHCA minimum contribution. The employee is responsible for any medical premium costs exceeding the County contribution amount.

2. Beginning in December 2022 for premiums applied to January 2023 coverage, and in each subsequent year:

   a. Employee Only plans for employees hired or promoted into management position before January 1, 2013: The County will pay the full premium cost for the Employee Only premium based upon PERS Gold as applied to all plans. The County contribution includes the PEMHCA minimum contribution.

   b. Employee Only plan for employees hired or promoted into management positions on or after January 1, 2013, and for all Employee Plus One and Employee Plus Family plans: The County will calculate the difference in costs between the previous year's total medical premium costs and the current year's total medical premium costs for Employee Only (employees hired or promoted into management positions on or after January 1, 2013), Employee Plus One and Employee Plus Family categories based upon PERS Gold. The County and the employee will split the difference in costs (50%/50%), whether an increase or decrease, and apply that toward their respective employer contribution and employee contribution amounts for all health plans from the previous year to determine the current year's contribution, up to a $0 contribution. The County contribution includes the PEMHCA minimum contribution.

   c. The County shall continue to contribute an amount equal to at least four percent (4%) of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability. In addition, beginning in 2023, the Auditor-Controller agrees to apply a cumulative amount equal to the 50% increase of the PERS Gold premium amount from the year before, to either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability.

3. In accordance with the IRS Section 125 Benefit Plan provided for under Article V.E, the County will provide its contributions as follows:

   a. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.

   b. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

4. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article V.F.1, the retiree medical premium will be paid as follows:

   a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;

   b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and

   c. The County will reimburse the retiree the agreed County's contribution amount based upon the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

5. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:

   a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and

   b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

6. Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partners' insurance as a dependent and the County will make a

contribution to the dependent coverage that is equal to the County's contribution to the employee-only contribution of the covered employee's plan in addition to the County's contribution to the covered employee's dependent coverage. In no event shall the total County's contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

7. Dental. The County will increase its monthly contribution to the dental premium by up to $5.00 annually effective with the first pay period which includes January 1st each year should the dental premium increase within the term of this Agreement. Rate increases greater than those amounts will be absorbed by the employee.

8. Vision. The County shall provide regular employees with County-approved Vision Insurance. Employees may enroll their dependents in the vision plan provided the employee pays any additional cost associated with such enrollment.

B. Medical, Dental, and Vision Coverage (effective January 1, 2024).

Effective January 1, 2024, the applicable health and welfare benefits provided under this Article will apply to unit employees, including applicable medical, dental, and vision coverage as provided by County and employee contributions through the Northern California General Teamsters' Security Fund Plan Select Plus with Plan E (with an HSA) as an option and Teamsters Retiree Trust for the Mid Management Bargaining Unit. The County contributions to medical, dental, and vision coverage shall be as provided in this Section.

The Teamsters acknowledge that they are fully responsible for the administration and management of the Teamsters Select Plus Plan, Teamsters Plan E, and Teamsters Retiree Trust. Teamsters also agree to notify the County's Payroll Department of any change to an employee's enrollment within Teamsters health plans within seven (7) days of receipt of such notification from the employee.

Unit employees must meet the following eligibility requirements to qualify for applicable benefits coverage under the Northern California General Teamsters' Security Fund Plan Select Plus with Plan E (with an HSA) as an option and Teamsters Retiree Trust:

- The employee must be in a regular full time or regular part time allocation of half time or more; and
- A newly hired employee will be eligible for coverage after they have completed one full calendar month of service after the date of hire. However, an employee who discontinues coverage during a leave of absence may resume coverage without serving a new eligibility period.

The County maximum health contributions to the CalPERS-approved medical insurance and the County maximum dental contributions during the term of this agreement as provided in this Article are available online at:

https://www.shastacounty.gov/personnel/page/medical-rates

1. Beginning in December 2021 for premiums applied to January 2022, the County will calculate its health contributions to the Teamster health insurance plan based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold.

2. Beginning in December 2022 for premiums applied to January 2023 coverage, and in each subsequent year, the County will calculate the difference in costs between the previous year's total medical premium costs and the current year's total medical premium costs for Employee Only, Employee Plus One and Employee Plus Family categories based upon PERS Gold. The County and the employee will split the difference in costs (50%/50%), whether an increase or decrease, and apply that toward their respective employer contribution and employee contribution amounts for all health plans from the previous year to determine the current year's contribution, up to a $0 contribution.

3. The County's contribution level will also include the amount paid for the County's Dental Plan and Vision plans. The County will increase its monthly contribution by up to $5.00 annually effective with the first pay period which includes January 1st of each year, should the dental premium increase.

4. The employee contribution shall be paid for by the Teamsters' Shasta County Surplus Fund until such time as the Fund is exhausted, at which point the employee contribution shall be contributed through payroll deduction.

5. The County shall continue to contribute an amount equal to at least four percent (4%) of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability. In addition, beginning in 2023, the Auditor-Controller agrees to apply a cumulative amount equal to the 50% increase of the PERS Gold premium amount from the year before, to either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability.

6. Remainder Amounts

    a. Beginning in January 2024 of this agreement and in each subsequent year thereafter, the County and Teamsters will calculate the difference between the monthly County contribution for those enrolled in the PERS Gold health plan, a dental plan and vision plan and the corresponding monthly tiered premiums of the Teamsters health benefit plans.

    b. Should the County contribution be more than the full cost of the plan/tier elected by an eligible bargaining unit member for a Teamsters health benefit plan (Select Plus or Plan E), the remainder amount for each affected bargaining unit member ("remainder amount") shall be managed as follows:

Employees enrolled on Select Plus: The County shall place the remainder amount into a covered employee's account in a separate 401(a) Plan for purposes of this Section ("Remainder Amount 401(a) Plan"). The Remainder Amount 401(a) Plan deposit for covered employees who change tiers mid-year due to a qualifying event, will reflect the change in tier status.

Employees enrolled on Plan E Plus: The County shall place the remainder amount into one of the following accounts on behalf of each covered employee at the employee's election:

1. The employee's Remainder Amount 401(a) Plan account,
2. The employee's health savings account (HSA), or
3. A combination thereof towards the employee's Remainder Amount 401(a) Plan account and HSA.

c. The Remainder Amount 401(a) Plan or HSA deposit for covered employees who change tiers mid-year due to a qualifying event, will reflect the change in tier status.

d. In the event the monthly County contribution is less than the full premium of the Teamsters health benefit plan, no Remainder Amount 401(a) Plan or HSA deposit will be allocated.

e. The Remainder Amount 401(a) Plan established for this Article shall have no vesting period and is separate and distinct from the 401(a) Plan referenced in Article V.F below.

f. During the initial time period before the Remainder Amount 401(a) Plan under this Section is setup, the County will maintain the accrued remainder amount contributions for each covered employee in a non-interest earning account. Such accrued remainder amount contributions will then be contributed in full to the applicable account of each covered employee at the time the Remainder Amount 401(a) Plan is setup and active.

7. County Contribution to Retirees

a. A covered employee hired prior to January 1, 2017 who retires from active County service shall be covered by the Teamsters' Retiree Trust with the County's monthly obligation to contribute to a retiree's monthly medical premium in an amount not to exceed either the actual monthly premium cost or the amounts referenced above in Article V.B.2 for Employee Only, Employee Plus One, and Employee Plus Family for medical premiums – whichever is less.

b. For a covered employee hired on or after January 1, 2017, or a covered employee hired prior to January 1, 2018 who voluntarily elects to participate in the Section 401(a) Plan under Article V.F in lieu of the benefit provided in Subsection (a) above, who retires from active County service, the monthly retiree medical premium will be paid by the County to the Teamsters' Retiree Trust in an amount not to exceed the statutory minimum amount prescribed by Government Code section 22892 or the actual monthly premium cost – whichever is less. The retired employee will be responsible for paying the Teamsters' Retiree Trust the balance of the medical premium.

C. Life. The County shall provide a group life and accidental death and dismemberment policy to members of this unit at County expense equal to each employee's actual base salary and in no event shall such amount be less than $35,000, nor more than $80,000. Employees shall be allowed to purchase additional insurance in an amount up to three times annual salary at the employee's own expense.

D. Long Term Disability Program. The County has a long term disability program for unit employees which includes a one hundred twenty day (120) elimination period, a sixty-six and sixty-seven/one hundredths percent (66.67%) of earnings benefit, and a monthly maximum of two thousand five hundred dollars ($2,500.00).

E. IRS Section 125 Benefit Plan. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and its subsequent amendments. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

F. 401(a) Plan. Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to the applicable retiree medical benefit as described in Article V.A.4 or V.B.7.a, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to enroll in retiree health benefits after retirement as provided in this Article.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the applicable benefit provided under either Article V.A.4 or V.B.7.a. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the applicable benefit under Article V.A.4 or V.B.7.a, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the applicable benefit under Article V.A.4 or V.B.7.a shall be irrevocable.

The 401(a) Plan will be administered as follows:

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

2. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of COUNTY Service	**Portion of Account Value Vested**
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

3. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

G. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article V – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article V of the Agreement.

H. Employee Assistance Program. The County will provide an Employee Assistance Program (EAP) after approval by the Board of Supervisors of a qualified provider. Members of this unit shall be entitled to utilize the services contained in this program as offered and paid for by the County.

I. Retirement. The County covers eligible miscellaneous employees under the CalPERS retirement formulas. The formula of 2% @ age 55 service retirement formula applies to those hired before May 8, 2011. Employees hired on or after May 8, 2011 through December 31, 2012, newly hired employees were enrolled in the 2% @ age 60 service retirement formula unless otherwise required by California state law. Employees hired on or after January 1, 2013 are covered under the California Public Employees Pension Reform Act (PEPRA) enactment with a benefit formula of 2% @ 62. Employee contributions are set by the provisions of PEPRA.

Employee contributions towards the retirement system shall be made in the following manner:

1. All employees shall pay the entire employee contribution for retirement coverage in CalPERS unless otherwise required by California state law.

2. The County amended its contract with CalPERS, effective August 1997, so that the employee-paid portion of CalPERS contributions is made on a pre-tax basis.

3. Effective the pay period beginning January 5, 2020, unit employees will pay an additional 1% towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction. Such deduction will be made pursuant to Government Code section 20516(f) until such time that the CalPERS retirement contract can be amended to provide for unit members to pay the additional 1% toward the Employer Contribution pursuant to Government Code section 20516(a). The County agrees to continue to apply 4% of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability and, in addition, agrees to apply its savings from the unit members additional 1% toward the Employer Contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability. Effective with the pay period beginning January 2, 2022, the County agrees to increase its contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability to 5% of gross salaries.

For those persons employed by the County as of May 8, 2011, members of this bargaining unit are covered under the "single highest year" retirement formula. Employees first hired after May 8, 2011, shall have their final compensation based upon the "average of the employee's highest three years."

First Amendment –

Article I – Parties, Authorized Agents, and Recognition

2023-2025 Memorandum of Understanding (MOU)

Between the County of Shasta

and the

General Teamsters Local #137 (Mid-Management Bargaining Unit)

The County of Shasta ("County") and the General Teamsters Local #137 Mid-Management Bargaining Unit ("Union") hereby agree to this First Amendment ("Amendment") to the Mid-Management Bargaining Unit MOU adopted on February 28, 2023, to incorporate the recognition of General Teamsters Local #137 as the exclusive representative of the Mid-Management Bargaining Unit following a recent decertification election in accordance with Shasta County Policy Resolution 97-154, the Employer-Employee Relations Resolution (EERR). A copy of the amended Article I is attached hereto.

In addition, the County and Union agree to replace any reference to the previous exclusive representative Shasta County Management Council ("Council") in the MOU with the Union.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Amendment, including signatures, shall be deemed to constitute evidence of the Amendment having been executed.

For the County:

Monica Fugitt
Assistant Director of Support Services

7/24/23
Date

For the Union:

Dave Hawley
Dave Hawley, Business Agent
Teamsters Local #137

7/24/2023
Date

ARTICLE I. PARTIES, AUTHORIZED AGENTS, AND RECOGNITION

This Agreement is entered into this 28th day of February, 2023 as accepted by the Shasta County Management Council on February 21, 2023, for the term of January 1, 2023, through December 31, 2025, and by the Board of Supervisors on February 28, 2023, by and between the County of Shasta (hereinafter referred to as "Employer" or "County") and the Shasta County Management Council (hereinafter referred to as "Council"). On June 13, 2023, the County recognized the General Teamsters Local #137 ("Union") as the exclusively recognized employee organization for the Mid-Management Bargaining Unit following a decertification election held in accordance with Shasta County Policy Resolution 97-154, the Employer-Employee Relations Resolution (EERR)

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:

County's principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308A
Redding, CA 96001

Union's principal authorized agent shall be:

Secretary-Treasurer
General Teamsters Local #137
3540 South Market Street
Redding, CA 96001-0232

The County recognizes the Union as the collective bargaining agent for all regular and probationary full-time and part-time employees (½ time or more) in the job classifications listed in Attachments A, B, C and D. Nothing within this Agreement shall serve to create any property interest in employment for an employee in an "unclassified position" in County service. Such an employee serves at the will of his/her appointing authority.

Unless otherwise defined, all references to "days" shall mean calendar days.

Letter of Understanding

Between the County of Shasta

and

General Teamsters Local #137 (Mid Management Bargaining Unit)

Pursuant to Article I (Parties, Authorized Agents, and Recognition) of the 2023-2025 Memorandum of Understanding ("MOU") between the County of Shasta ("County") and the General Teamsters Local #1137 – Mid Management Bargaining Unit ("Union"), the County and Union hereby agree through this Letter of Understanding to revise Article I of the MOU as follows to clarify the parties' agreement on union membership and payroll deduction:

ARTICLE I. PARTIES, AUTHORIZED AGENTS, RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

This Agreement is entered into this 28th day of February, 2023 as accepted by the Shasta County Management Council on February 21, 2023, for the term of January 1, 2023, through December 31, 2025, and by the Board of Supervisors on February 28, 2023, by and between the County of Shasta (hereinafter referred to as "Employer" or "County") and the Shasta County Management Council (hereinafter referred to as "Council"). On June 13, 2023, the County recognized the General Teamsters Local #137 ("Union") as the exclusively recognized employee organization for the Mid-Management Bargaining Unit following a decertification election held in accordance with Shasta County Policy Resolution 97-154, the Employer-Employee Relations Resolution (EERR)

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:

County's principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308A
Redding, CA 96001

Union's principal authorized agent shall be:

Secretary-Treasurer
General Teamsters Local #137
3540 South Market Street
Redding, CA 96001-0232

The County recognizes the Union as the collective bargaining agent for all regular and probationary full-time and part-time employees (½ time or more) in the job classifications listed in Attachments A, B, C and D. Nothing within this Agreement shall serve to create any property interest in employment for an employee in an "unclassified position" in County service. Such an employee serves at the will of his/her appointing authority.

Unless otherwise defined, all references to "days" shall mean calendar days.

A. Union Membership and Payroll Deduction:

1. <u>Representation:</u> The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees regardless of whether or not they are dues-paying members of the Union.

2. <u>Payroll Deduction:</u> The Union shall have regular dues/fees and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Union. The County shall make any such authorized employee deductions based on certification from the Union and provide reports of these transactions to the Union. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

   An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.

3. <u>Enforcement/Severability:</u> In the event that any provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by such provision.

4. <u>Indemnify and Hold Harmless:</u> The Union fully indemnifies and holds the County, its officers and employees acting on behalf of the County, harmless, and agrees to defend the County, it's officers and employees acting on behalf of the County against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the County under provisions of this section.

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This Letter of Understanding may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Letter of Understanding, including signatures, shall be deemed to constitute evidence of the Letter of Understanding having been executed.

For the County:	For the Union:
Monica Fugitt	Heather McFall
Monica Fugitt Director of Support Services	Heather McFall, Business Agent Teamsters Local #137
7/18/23 Date	7/18/2023 Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY MANAGEMENT COUNCIL

MID-MANAGEMENT BARGAINING UNIT

January 1, 2023 – December 31, 2025

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AGREEMENT BETWEEN THE

COUNTY OF SHASTA

AND THE

SHASTA COUNTY MANAGEMENT COUNCIL

MID-MANAGEMENT BARGAINING UNIT

ARTICLE I. PARTIES, AUTHORIZED AGENTS, AND RECOGNITION

This Agreement is entered into this 28th day of February, 2023 as accepted by the Shasta County Management Council on, for the term of January 1, 2023, through December 31, 2025, and by the Board of Supervisors onFebruary 28, 2023, by and between the County of Shasta (hereinafter referred to as "Employer" or "County") and the Shasta County Management Council (hereinafter referred to as "Council"). The Council has designated General Teamsters Local #137 as their chief labor negotiators for purposes of this Agreement.

For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:

County's principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308A
Redding, CA 96001

Council's principal authorized agent shall be:

Secretary-Treasurer General Teamsters Local #137 3540 South Market Street Redding, CA 96001-0232

The County recognizes the Council as the collective bargaining agent for all regular and probationary full-time and part-time employees (½ time or more) in the job classifications listed in Attachments A, B, C and D. Nothing within this Agreement shall serve to create any property interest in employment for an employee in an "unclassified position" in County service. Such an employee serves at the will of his/her appointing authority.

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE II. COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, policies, departments, and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to temporarily furlough or permanently layoff employees; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions; to establish initial salaries of new classifications after notification and opportunity to respond by the Council; to determine the methods, processes, means, and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE III. EMPLOYEE STATUS

A. Initial Probation. Upon initial appointment, all classified employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

B. Promotional Probation. Upon promotion to a job classification with a higher salary schedule, a classified employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time if rejected from probation the employee shall be returned to his/her previous job classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class. The decision to release an employee from promotional probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

C. Probation on Transfer or Demotion. For good cause shown, a Department Head may require a twelve (12) month probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed from County service without cause or right of appeal.

D. Extension of Probationary Periods. Any accumulated time absent during the probationary period for a period of more than forty (40) working hours shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

E. Rejection During Probation. Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

F. Unclassified Employees. Unclassified employees serve at the will of the appointing authority and are not subject to this or any other article or provision of this Memorandum of Understanding (MOU) which may appear to confer a property right or permanent status to any unclassified position.

ARTICLE IV. COMPENSATION

A. Salaries. Salaries for job classifications in this unit are as shown in Attachments A, B, C and D with general increases as follow:

1. Effective the pay period beginning March 12, 2023, a general increase of two and one half (2.5%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.

2. Effective the pay period beginning December 17, 2023, a general increase of two-and one-half percent (2.5%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.

3. Effective the pay period beginning December 15, 2024, a general increase of two percent (2%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

B. Longevity Stipends.

1. Members of this unit who have at least 10 years of continuous County service whose most recent overall performance evaluation rating is Meets or Exceeds Expectations will be eligible for a non-cumulative three percent (3%) longevity stipend. To remain eligible for this stipend, the employee must maintain an overall performance rating of meets or exceeds standards on their annual performance evaluation.

2. Members of this unit who have at least 20 years of service with Shasta County, of which at least two years shall have been served in a management position shall receive a 5% (five percent) longevity salary stipend.

3. The longevity stipends in this section are non-cumulative. Employees who qualify for the five percent (5%) longevity stipend in Section B.2 above are no longer eligible for the three percent (3%) longevity stipend in Section B.1 above.

C. Merit Step Increases. Employees who are placed on a salary range with delineated steps shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be governed by the County's Personnel Rules.

D. Principles of Management Pay Differential. An employee in a management classification should be set at a salary range that is at least 5% more (F step to F step comparison including subordinates' pay stipends, if appropriate) than the subordinate classifications he or she is required to supervise. This concept includes as a principle that the manager be responsible for performance evaluations, direction of the work performed, and input into the hiring and discipline process. In order to qualify, a person directing and evaluating the work of a subordinate would have to be of the same profession. That means for example that an accountant who "supervises" a licensed social worker would not qualify because, even if he or she did performance evaluations and assigned work, he or she could not judge the professional aspects of the "subordinate's" work. Thus, due to the different professions, the manager could not qualify because he or she would not be able to oversee or judge the specific professional aspects of the subordinate's job.

Process for Management Pay Differential. A manager may apply in writing, through the Department Head, to the Director of Support Services for consideration of a pay class stipend if a subordinate classification is at a salary range that is not at least 5% less than the manager's classification. Such stipends will be granted in ½ percent increments. When applied, the effect of this stipend will be that the manager's salary range will be 5% above the subordinate's salary range (based on F step comparisons including subordinates' pay stipends, if appropriate), without regard to the salary step of the current subordinate. The pay stipend will be processed as a salary earnings type on a Personnel Action Form. The Director of Support Services will review the stipend periodically for continued appropriateness or when job classifications are changed due to reclass, MOU salary and benefit changes, or other such changes. The decision of the Director of Support Services to grant or not grant a pay stipend is final unless the Department Head appeals to the County Executive Officer (CEO). The findings of the CEO are final. This process is not subject to the grievance process.

E. Salaried Status. Unit employees shall be considered salaried employees. For payroll purposes, such employees are compensated on a biweekly salary basis and need not submit documented time reports. The provisions of such salaried status are as follows:

1. For the performance of prescribed duties, a management employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position.

2. It is assumed the requirements of the position result in a management employee working eighty hours in a biweekly period, and such employee will not receive additional compensation in any form for time worked beyond such assumption.

3. Subject to approval by the Department Head, reasonable time off amounts of less than one full workday (normally eight hours) is authorized for a management employee for personal use during normal work hours, without loss of salary. The

County may utilize the exception to the Fair Labor Standards Act (FLSA) created by the Family Medical Leave Act (FMLA) to dock an employee's salary or leave balances for ongoing partial-day absences taken as authorized under the FMLA without affecting the exempt status of the employee (29U.S.C. 2612(c)).

4. For absences of one full workday (normally eight hours) or more, a management employee will utilize applicable vacation, sick leave, or administrative leave accrual.

F. Administrative Leave.

1. Credit. Each full-time unit employee shall be entitled to eighty (80) hours of administrative leave per calendar year. Part-time unit employees shall receive forty (40) hours of administrative leave per calendar year. Administrative leave shall be lost if not used by the end of the calendar year. This time will be credited in advance, on, or near each January 1, and is neither cumulative from year to year nor to be considered part of earned vacation accrual. Newly eligible employees will receive a portion of the time, in advance, on a prorated basis consistent with their dates of appointment or designation.

2. Partial Sellback. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, in lieu of paid time off under this benefit plan, a full-time management employee may elect to receive payment for up to a maximum of eighty (80) hours – in five (5) whole hour increments - of unused administrative leave so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the administrative leave is to be cashed out.

Where an employee has properly elected an intent to cash out administrative leave in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year hours available at the time of the cash out.

If an employee who has elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year. All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

By November 15 of each calendar year, the County shall issue a notice to those employees who elected cash out and have cash out leave balances available.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the Administrative Leave would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

3. Transfer to Non-management Position. A management employee who transfers from a management job classification to a non-management job classification shall not retain unused administrative leave or receive payment for such unused administrative leave.

4. Pre-retirement Leaves. Unit members who are depleting leave balances immediately prior to retirement shall not be eligible for additional Administrative Leave credit which might otherwise accrue during the leave period.

G. Premium Pay.

1. An employee in the job classification of Information Technology Services Manager who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.

2. An employee in a job classification that is assigned the duties of Terminal Manager and possesses and maintains a California commercial driver's license shall receive an additional five percent (5%) of base pay.

3. In accordance with Section E (Salaried Status) of this Article and pursuant to Title 2 of the California Code of Regulations, Sections 571 and 571.1, the job classification of Correctional Plant Manager who is routinely and consistently assigned to adult detention areas/facilities, and therefore where criminally charged persons are confined, shall receive an additional three dollars ($3) per hour cumulatively based on 40 hours per week, in addition to their base weekly salary. To extent that CalPERS determines this pay is not pensionable compensation, the parties agree to meet and confer regarding this specialty assignment pay.

H. Standby.

1. A department head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of $2.50 per hour while so assigned.

2. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

    a. Review the projected standby assignment schedule within the deadlines established by the applicable department;

b. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;

c. Contact the department/dispatch and respond to the callback location within the time period established by the department head;

d. Respond to callbacks during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;

e. Refrain from activities that impair his/her ability to perform assigned duties;

f. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;

g. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and

h. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

3. On Call/Subject to Call. Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

ARTICLE V. HEALTH & WELFARE BENEFITS

A. Medical.

The County maximum health contributions to medical insurance upon CalPERS approval and the County maximum dental contributions during the term are available online at:

https://www.shastacounty.gov/personnel/page/medical-rates

1. Beginning in December 2021 for premiums applied to January 2022, the county will calculate its contributions based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold. The County contribution includes the PEMHCA minimum contribution. The employee is responsible for any medical premium costs exceeding the County contribution amount.

2. Beginning in December 2022 for premiums applied to January 2023 coverage, and in each subsequent year:

   a. Employee Only plans for employees hired or promoted into management position before January 1, 2013: The County will pay the full premium cost for the Employee Only premium based upon PERS Gold as applied to all plans. The County contribution includes the PEMHCA minimum contribution.

b. Employee Only plan for employees hired or promoted into management positions on or after January 1, 2013, and for all Employee Plus One and Employee Plus Family plans: The County will calculate the difference in costs between the previous year's total medical premium costs and the current year's total medical premium costs for Employee Only (employees hired or promoted into management positions on or after January 1, 2013), Employee Plus One and Employee Plus Family categories based upon PERS Gold. The County and the employee will split the difference in costs (50%/50%), whether an increase or decrease, and apply that toward their respective employer contribution and employee contribution amounts for all health plans from the previous year to determine the current year's contribution, up to a $0 contribution. The County contribution includes the PEMHCA minimum contribution.

c. The County shall continue to contribute an amount equal to at least four percent (4%) of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability. In addition, beginning in 2023, the Auditor-Controller agrees to apply a cumulative amount equal to the 50% increase of the PERS Gold premium amount from the year before, to either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability.

3. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article V.H.1, the retiree medical premium will be paid as follows:

   a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;

   b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and

   c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

4. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:

a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and

b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

7. Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partners' insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the County's contribution to the employee-only contribution of the covered employee's plan in addition to the County's contribution to the covered employee's dependent coverage. In no event shall the total County's contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

5. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article V – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article V of the Agreement.

B. Dental. The County will increase its monthly contribution to the dental premium by up to $5.00 annually effective with the first pay period which includes January 1st each year should the dental premium increase within the term of this Agreement. Rate increases greater than those amounts will be absorbed by the employee.

C. Benefit and Contribution Waiting Period. Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). County contributions towards dental, as provided above, shall commence the first of the month following six (6) months of employment. Employees who are otherwise eligible for dental insurance coverage during their first six (6) months of employment and elect such coverage shall pay the insurance premium(s) through payroll deductions. This provision shall not apply to employees recalled from layoff who were receiving the County contributions at the time of layoff.

D. Vision. The County shall provide regular employees with County-approved Vision Insurance. Employees may enroll their dependents in the vision plan provided the employee pays any additional cost associated with such enrollment.

E. Life. The County shall provide a group life and accidental death and dismemberment policy to members of this unit at County expense equal to each employee's actual base salary and in no event shall such amount be less than $35,000, nor more than $80,000.

Employees shall be allowed to purchase additional insurance in an amount up to three times annual salary at the employee's own expense.

F. Long Term Disability Program. The County has a long term disability program for unit employees which includes a one hundred twenty day (120) elimination period, a sixty-six and sixty-seven/one hundredths percent (66.67%) of earnings benefit, and a monthly maximum of two thousand five hundred dollars ($2,500.00).

G. IRC Section 125 Benefit Plan. Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and its subsequent amendments. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

1. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.

2. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

H. 401(a) Plan. Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article V.G.1, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article V.G.1. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article V.G.1, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article V.G.1 shall be irrevocable.

The 401(a) Plan will be administered as follows:

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

2. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

Years of COUNTY Service	**Portion of Account Value Vested**
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

3. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

I. Employee Assistance Program. The County will provide an Employee Assistance Program (EAP) after approval by the Board of Supervisors of a qualified provider. Members of this unit shall be entitled to utilize the services contained in this program as offered and paid for by the County.

J. Retirement. The County covers eligible miscellaneous employees under the CalPERS retirement formulas. The formula of 2% @ age 55 service retirement formula applies to those hired before May 8, 2011. Employees hired on or after May 8, 2011 through December 31, 2012, newly hired employees were enrolled in the 2% @ age 60 service retirement formula unless otherwise required by California state law. Employees hired on or after January 1, 2013 are covered under the California Public Employees Pension Reform Act (PEPRA) enactment with a benefit formula of 2% @ 62. Employee contributions are set by the provisions of PEPRA.

Employee contributions towards the retirement system shall be made in the following manner:

1. All employees shall pay the entire employee contribution for retirement coverage in CalPERS unless otherwise required by California state law.

2. The County amended its contract with CalPERS, effective August 1997, so that the employee-paid portion of CalPERS contributions is made on a pre-tax basis.

3. Effective the pay period beginning January 5, 2020, unit employees will pay an additional 1% towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction. Such deduction will be made pursuant to Government Code section 20516(f) until such time that the CalPERS retirement contract can be amended to provide for unit members to pay the additional 1% toward the Employer Contribution pursuant to Government Code section 20516(a). The County agrees to continue to apply 4% of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability and, in addition, agrees to apply its savings from the unit members additional 1% toward the Employer Contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability. Effective with the pay period beginning January 2, 2022, the County agrees to increase its contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability to 5% of gross salaries.

For those persons employed by the County as of May 8, 2011, members of this bargaining unit are covered under the "single highest year" retirement formula. Employees first hired after May 8, 2011, shall have their final compensation based upon the "average of the employee's highest three years."

K. Medical, Dental, and Vision Benefits Limited Reopener. During the term of this Agreement, the County and Council agree to a limited reopener to consider the transition of existing medical, dental, and vision insurance plans for unit employees and retirees to plans administered by the Northern California General Teamsters' Security Fund.

ARTICLE VI. REIMBURSEMENTS AND ALLOWANCES

A. Mileage Reimbursement. Employees who are required to use private vehicles in the course of County business shall be reimbursed at the rate allowed by the Internal Revenue Service. (Refer to Chapter 20 of the Personnel Rules for additional reimbursement information.)

B. Expense Allowance. Each unit employee shall continue to receive either one hundred and fifty dollars ($150.00) per year (if designated as management) or two hundred dollars ($200.00) per year (if designated senior management) lump sum allowance for unreimbursed expenses incurred in the conduct or promotion of County business. Payment of such amounts shall be made on or near each January 1. Newly eligible employees will receive portions of the appropriate amounts on a prorated basis, consistent with their dates of appointment or designation.

C. Educational Fund. An annual, non-accumulative amount of $5,000 will be allocated to cover expenses relating to such generic management training components as seminars and workshops. This fund will be administered by the Director of Support Services and will be used for County-wide training purposes.

D. Required Certifications, Licenses, or Membership Dues. The County will reimburse employees the cost of certifications, licenses or membership dues required for their positions and required to perform the essential functions of their job.

E. The County and the Council developed provisions (as referenced in Attachment E) for unit members to receive a cell phone stipend with approval of employees' Department Heads of up to $35 per month for a basic phone and service plan, and up to $70 per month for a phone and data service plan.

ARTICLE VII. GRIEVANCE PROCEDURE

A. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of an MOU or one of the following policies which adversely affects the grievant.

1. Voluntary Time Off Without Pay

2. Leaves of Absence

3. Drug/Alcohol Testing Policy

4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.

5. Layoff Provisions

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of County Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

B. Grievant. A grievant is an employee covered by this article who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

The provisions and process for grievance proceedings shall be as set forth in the County Personnel Rules.

ARTICLE VIII. SICK LEAVE

A. Accrual. Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a work year.

B. Usage. Employees may use sick leave as it is accrued. Accumulated sick leave can only be granted for unit employees upon the recommendation of the Department Head in cases of bona fide illness, treatment by a licensed medical practitioner, or medical appointments.

C. Use While on Vacation. An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then apply criteria normally utilized in approving sick leave.

D. Family Sick Leave. Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents (see also FMLA policy in the Personnel Rules). Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means spouse, father, mother, child, sister, brother, grandparent, or grandchild, step-parent, step-child, step-sister, step-brother, step-grandparent, step-grandchild, foster child, registered domestic partner, or as otherwise stipulated by law.

E. Exceptions. No employee shall be entitled to use accrued sick leave while absent from duty on account of any of the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his or her willful misconduct.

2. Sickness or disability sustained while on a non-medical leave of absence other than his or her regular vacation or FMLA leave.

3. When not otherwise eligible under the conditions set forth above.

F. Verification of Injury or Illness. Written verification by a licensed physician or other satisfactory proof of illness or family illness may be required at the discretion of the Department Head.

G. Sick Leave Payment. Upon retirement or death, unused sick leave accrued by a unit member shall be paid off in accordance with the table below. Upon resignation, the employee shall become entitled to either a) a maximum payment of fifty percent (50%) of that provided under retirement or death, or b) the maximum provided non-management employees by the appropriate formula, whichever is greater.

Years of Service	Percentage of Accrual Subject to Compensation
5 through 9	20% of first 30 days, 10% of remaining balance
10 through 14	40% of first 60 days, 15% of remaining balance
15 through 19	60% of first 60 days, 30% of remaining balance
20 or more	80% of first 60 days, 45% of remaining balance

As an option to the above payoff provisions, a retiring employee may request in writing for pre-retirement time off, in lieu of equivalent direct compensation. Such time off is to be computed on the basis of dividing the total eligible payoff by the employee's daily rate as of when the requested time would be used by the employee. It shall be taken as full time off immediately prior to his/her stated retirement date to the extent of the computed number of days of eligibility. Employees shall not accrue any additional leave benefits while running out accrued sick leave prior to retiring. This option, once requested and granted, is binding on the County and the employee.

Sick Leave – CalPERS Service Credit Conversion. The County amended its CalPERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

ARTICLE IX. BEREAVEMENT LEAVE

A. Bereavement Leave. All employees are entitled up to five (5) work days of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code section 12945.7. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay up to a maximum of twenty-four (24) working hours for each death in the immediate family. Any remaining bereavement leave time up to the maximum total of five (5) work days per immediate family death will be unpaid unless an employee at their own option chooses to use any available accrued paid leave (e.g., sick leave, vacation, compensatory time off).

B. Bereavement leave need not be taken in consecutive days, but must be used up within three months of the date of death of the immediate family member.

C. The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.

D. "Immediate family member" means: husband, wife, registered domestic partner, father, mother, child, sister, brother, grandparent, grandchild, mother-in law, father-in-law, brother-in law, sister-in-law, stepparent, step-child, step-sister, step-brother, step-grandparent or step-grandchild, and other such persons as may be identified in California Government Code section 12945.7 concerning bereavement leave. Immediate family includes the immediate family of the spouse or registered domestic partner as well as foster parent, foster child, foster grandparent, foster grandchild, foster brother and foster sister.

ARTICLE X. HOLIDAYS

A. Official Holidays. The following are established as official holidays for regular employees:

1. January 1st, New Year's Day
2. The 3rd Monday in January, Martin Luther King, Jr. Day
3. February 12th, Lincoln's Birthday
4. The 3rd Monday in February, Presidents' Day
5. The last Monday in May, Memorial Day
6. July 4th, Independence Day
7. The 1st Monday in September, Labor Day
8. November 11th, Veterans Day
9. The 4th Thursday in November, Thanksgiving Day
10. The day following Thanksgiving Day
11. December 24th, Christmas Eve
12. December 25th, Christmas Day

Each holiday above shall be treated as the full time equivalent of eight (8) hours (i.e., maximum of 96 hours annually). No employee shall be compensated more than once for each holiday.

B. Observed Holidays. For those employees on a five-day week with Saturdays and Sundays as normal days off, the following shall apply:

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday.

2. When a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.

3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.

4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

C. Annual Holiday Schedule. The annual holiday schedule shall be announced by the Director of Support Services in November for the following year, but such announcement shall not alter any provision hereof.

D. Unit members who are depleting leave balances (including vacation, sick leave or administrative leave) immediately prior to retirement shall not be eligible for holiday pay or accrual, which might otherwise accrue during the leave period.

E. Floating Holiday Hours. With Department Head or his/her designee approval, an employee may elect to use up to eight hours of non-worked holiday pay per calendar year. Floating holiday hours must be used within the calendar year provided, do not carry over into the next calendar year, and cannot be cashed out. The floating holiday may not be broken into increments and must be used in the same manner as regular non-worked holiday pay (as a single workday). Regular part-time employees will be eligible for Floating Holiday on a pro-rata portion of their regularly scheduled hours.

ARTICLE XI. VACATION

A. Accrual. Regular full-time and regular part-time employees shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of three (3) months of County service shall be eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Service	Vacation Hours Accrued Per Hour	Equivalent 8-hour Days Per Year
0 through 3	.0385	10
4 through 9	.0577	15
10 through 15	.0654	17
16 and thereafter	.0769	20

B. Use of Vacation.

1. The maximum vacation accrual shall be seventy-eight (78) times the employee's bi-weekly rate of accrual. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will automatically be put into the Vacation Donation Bank.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.

3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head, provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

C. Payment for Vacation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules, shall be paid for any accrued but unused vacation. Any person who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, may request in writing to be paid for any accrued but unused vacation.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Joint Issues Forum. A member of the Council will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.

B. Release From Duty. When the best interest of the County requires the immediate removal of the employee from his/her position, an employee may be released from regularly assigned duties with pay and benefits by the Department Head for a period not to exceed eighty (80) working hours upon the approval of the Director of Support Services, and/or his/her designee. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments by the Director of Support Services up to a maximum of twelve (12) months.

ARTICLE XIII. NO STRIKE

A. No Strikes. During the term of this Agreement, neither the Council nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sitdown, slowdown, or any refusal to enter the County's premises, or any other interference with any of the County's services of operations, or with the movement or transportation of persons or goods to or from the County's premises.

The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Council, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.

If any conduct prohibited by this Section occurs, the Council shall immediately make every reasonable effort to terminate such conduct. If the Council makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Council or its staff, the Council will not be liable for damages to the County caused by such activities.

B. Discipline. Any employee who participates in any activity prohibited by Section A. of this Article shall be subject to discharge or such lesser discipline as the County in its sole discretion shall determine without recourse to the disciplinary appeals procedure; provided, however, that the employee shall have recourse to such procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the County cannot be altered by the Shasta County Board of Employee Appeals.

C. Remedies for Breach. The County and the Council shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section A of this Article is violated, without prior resort to any dispute resolution procedure provided under this Agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE XIV. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. Full Understanding. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining. It is agreed and understood that during the negotiations that culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counterproposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement, except as specifically provided for herein.

Notwithstanding the above, the County agrees to retain the following listed policies which are included in the County Personnel Rules unless the Council is given notice and opportunity to meet and confer on any substantive changes. Should the Council choose to exercise its option to meet and confer, it must notify the County within fifteen (15) calendar days after receiving the County's notice and such process shall commence with thirty (30) days thereafter.

1. Layoff Procedures
2. Employee Appeals Procedure
3. Discrimination / Harassment Policy
4. Substance Abuse Policy
5. Incompatible Outside Employment
6. Jury Duty

7. Salary administration provisions dealing with merit steps; salary on promotion, range changes, reclassification, transfer and demotion; biweekly basis; and anniversary dates.
8. Travel and Reimbursement Policy.

Notwithstanding the above, the County agrees to apply the rules of the Personnel Rules, as may be revised from time to time, to the members of this unit where the subject of such rules are not covered by this Agreement. Further, the County agrees not to change the Board's policy on the retirement medical/dental insurance benefit as it currently applies to members of the bargaining unit, without notice and an opportunity to meet and confer regarding such changes, for the stated term of this Agreement.

C. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.

D. Waiver. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this Agreement, the Council agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the County Rights clause.

E. Supersession. This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

ARTICLE XV. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XVI. TERM OF AGREEMENT

The County and the Council agree that the term of this Agreement shall commence on January 1, 2023, and expire at midnight on December 31, 2025.

Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the beginning of the payroll period immediately succeeding its formal adoption by the Board.

FOR THE COUNTY:

Gage Dungy, Chief Negotiator

Shelley Forbes, Director of Support Services

Monica Fugitt, Team Member

Kari Kibler, Team Member

Kristen Racki, Team Member

3/14/2023
Date

FOR THE COUNCIL:

Michael Johnson, President

Anand Jesrani, Team Member

Nino Duccini, Team Member

2/27/2023
Date

ATTACHMENT A
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Current (As of 12/31/2022)	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	8077	10309
AIR QUALITY DISTRICT MANAGER	586	8077	10309
APPRAISAL MANAGER	535	6297	8037
ASSESSOR/RECORDER PROGRAM MGR	494	5155	6580
BUILDING DIVISION MANAGER	586	8077	10309
CHIEF PUBLIC DEFENDER INVEST	552	6842	8733
CHILD SUPPORT PROGRAM MANAGER	531	6175	7882
CLINICAL DIVISION CHIEF	579	7805	9963
CODE ENFORCEMENT MANAGER	556	6977	8905
CORRECTIONAL PLANT MANAGER	512	5629	7184
ENVIRON HEALTH DIVISION MGR	586	8077	10309
FACILITIES MANAGER	544	6580	8398
HHSA PROGRAM MANAGER	543	6547	8357
INTER-DEPARTMENTAL SYS COORD	533	6236	7959
IT SERVICES MANAGER	587	8116	10359
OPERATIONS SUPERINTENDENT	544	6580	8398
OPPORTUNITY CENTER MANAGER	543	6547	8357
PERMIT CENTER MANAGER	556	6977	8905
PLANNING DIVISION MANAGER	586	8077	10309
PROBATION DIVISION DIRECTOR	544	6580	8398
PROGRAM MANAGER I	520	5853	7471
PROGRAM MANAGER I - IHSS PA	520	5853	7471
PROGRAM MANAGER II	543	6547	8357
PUBLIC HLTH PROGRAM MANAGER	543	6547	8357
SENIOR DEPUTY DISTRICT ATTY	637	10359	13222
SENIOR DEPUTY PUBLIC DEFENDER	637	10359	13222
SHERIFF'S PROGRAM MANAGER	471	4608	5881
STAFF SERVICES MANAGER	520	5853	7471
STAFF SERVICES MGR - IHSS PA	520	5853	7471
SUPRVSG ENGINEER	613	9214	11760
VICTIM COORDINATOR	499	5283	6742

ATTACHMENT B
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Effective Pay Period Beginning 3/12/2023	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	8279	10567
AIR QUALITY DISTRICT MANAGER	586	8279	10567
APPRAISAL MANAGER	535	6455	8238
ASSESSOR/RECORDER PROGRAM MGR	494	5284	6744
BUILDING DIVISION MANAGER	586	8279	10567
CHIEF PUBLIC DEFENDER INVEST	552	7013	8951
CHILD SUPPORT PROGRAM MANAGER	531	6330	8079
CLINICAL DIVISION CHIEF	579	8000	10212
CODE ENFORCEMENT MANAGER	556	7151	9128
CORRECTIONAL PLANT MANAGER	512	5770	7364
ENVIRON HEALTH DIVISION MGR	586	8279	10567
FACILITIES MANAGER	544	6744	8608
HHSA PROGRAM MANAGER	543	6711	8566
INTER-DEPARTMENTAL SYS COORD	533	6392	8158
IT SERVICES MANAGER	587	8319	10618
OPERATIONS SUPERINTENDENT	544	6744	8608
OPPORTUNITY CENTER MANAGER	543	6711	8566
PERMIT CENTER MANAGER	556	7151	9128
PLANNING DIVISION MANAGER	586	8279	10567
PROBATION DIVISION DIRECTOR	544	6744	8608
PROGRAM MANAGER I	520	5999	7657
PROGRAM MANAGER I - IHSS PA	520	5999	7657
PROGRAM MANAGER II	543	6711	8566
PUBLIC HLTH PROGRAM MANAGER	543	6711	8566
SENIOR DEPUTY DISTRICT ATTY	637	10618	13552
SENIOR DEPUTY PUBLIC DEFENDER	637	10618	13552
SHERIFF'S PROGRAM MANAGER	471	4723	6028
STAFF SERVICES MANAGER	520	5999	7657
STAFF SERVICES MGR - IHSS PA	520	5999	7657
SUPRVSG ENGINEER	613	9444	12055
VICTIM COORDINATOR	499	5415	6911

ATTACHMENT C
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Effective Pay Period Beginning 12/17/2023	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	8486	10831
AIR QUALITY DISTRICT MANAGER	586	8486	10831
APPRAISAL MANAGER	535	6616	8444
ASSESSOR/RECORDER PROGRAM MGR	494	5416	6913
BUILDING DIVISION MANAGER	586	8486	10831
CHIEF PUBLIC DEFENDER INVEST	552	7189	9175
CHILD SUPPORT PROGRAM MANAGER	531	6488	8281
CLINICAL DIVISION CHIEF	579	8200	10467
CODE ENFORCEMENT MANAGER	556	7330	9356
CORRECTIONAL PLANT MANAGER	512	5914	7548
ENVIRON HEALTH DIVISION MGR	586	8486	10831
FACILITIES MANAGER	544	6913	8824
HHSA PROGRAM MANAGER	543	6879	8781
INTER-DEPARTMENTAL SYS COORD	533	6551	8362
IT SERVICES MANAGER	587	8527	10883
OPERATIONS SUPERINTENDENT	544	6913	8824
OPPORTUNITY CENTER MANAGER	543	6879	8781
PERMIT CENTER MANAGER	556	7330	9356
PLANNING DIVISION MANAGER	586	8486	10831
PROBATION DIVISION DIRECTOR	544	6913	8824
PROGRAM MANAGER I	520	6149	7849
PROGRAM MANAGER I - IHSS PA	520	6149	7849
PROGRAM MANAGER II	543	6879	8781
PUBLIC HLTH PROGRAM MANAGER	543	6879	8781
SENIOR DEPUTY DISTRICT ATTY	637	10883	13891
SENIOR DEPUTY PUBLIC DEFENDER	637	10883	13891
SHERIFF'S PROGRAM MANAGER	471	4841	6179
STAFF SERVICES MANAGER	520	6149	7849
STAFF SERVICES MGR - IHSS PA	520	6149	7849
SUPRVSG ENGINEER	613	9680	12356
VICTIM COORDINATOR	499	5550	7083

ATTACHMENT D
MID-MANAGEMENT BARGAINING UNIT SALARY FOR MOU TERM

Job Classification	Range	Effective Pay Period Beginning 12/15/2024	
		A Step	F Step
ADMIN/COMM EDUC DIV MANAGER	586	8656	11048
AIR QUALITY DISTRICT MANAGER	586	8656	11048
APPRAISAL MANAGER	535	6748	8613
ASSESSOR/RECORDER PROGRAM MGR	494	5525	7051
BUILDING DIVISION MANAGER	586	8656	11048
CHIEF PUBLIC DEFENDER INVEST	552	7333	9358
CHILD SUPPORT PROGRAM MANAGER	531	6618	8447
CLINICAL DIVISION CHIEF	579	8364	10676
CODE ENFORCEMENT MANAGER	556	7477	9543
CORRECTIONAL PLANT MANAGER	512	6032	7699
ENVIRON HEALTH DIVISION MGR	586	8656	11048
FACILITIES MANAGER	544	7051	9000
HHSA PROGRAM MANAGER	543	7017	8956
INTER-DEPARTMENTAL SYS COORD	533	6682	8529
IT SERVICES MANAGER	587	8698	11101
OPERATIONS SUPERINTENDENT	544	7051	9000
OPPORTUNITY CENTER MANAGER	543	7017	8956
PERMIT CENTER MANAGER	556	7477	9543
PLANNING DIVISION MANAGER	586	8656	11048
PROBATION DIVISION DIRECTOR	544	7051	9000
PROGRAM MANAGER I	520	6272	8006
PROGRAM MANAGER I - IHSS PA	520	6272	8006
PROGRAM MANAGER II	543	7017	8956
PUBLIC HLTH PROGRAM MANAGER	543	7017	8956
SENIOR DEPUTY DISTRICT ATTY	637	11101	14169
SENIOR DEPUTY PUBLIC DEFENDER	637	11101	14169
SHERIFF'S PROGRAM MANAGER	471	4938	6303
STAFF SERVICES MANAGER	520	6272	8006
STAFF SERVICES MGR - IHSS PA	520	6272	8006
SUPRVSG ENGINEER	613	9874	12603
VICTIM COORDINATOR	499	5661	7225

ATTACHMENT E

CELLULAR TELEPHONE POLICY
FOR THE MID-MANAGEMENT BARGAINING UNIT

SECTION 1. POLICY.

This policy provides members of the Mid-Management Bargaining Unit (MMBU) with a stipend of up to $35 per month for a basic Cell Phone and service plan, and up to $70 per month for a Cell Phone with a Data Service Plan to be implemented July 1, 2011. Issuance of this stipend would depend on the approval for each member's Department Head.

SECTION 2. DEFINITIONS.

For purposes of this policy, the following definitions shall apply:

A. Cell Phone: A Cell Phone is a cellular telephone, adapter, battery pack and other equipment owned by an MMBU member to be used for County business purposes and for which an allowance is to be paid pursuant to this policy.

B. MMBU Member: An MMBU member is a member of the Mid-Management Bargaining Unit.

C. Data Service Plan: A Cell Phone plan that includes telephone service as well as data service to access internet and County Outlook, Intranet, and email such as that with a Blackberry™.

SECTION 3. ALLOWANCES: PERSONAL CELL PHONES.

The County shall pay allowances to authorized MMBU members to recognize the costs of their use of their personal cellular telephones (with or without a Data Service Plan) in performing their County job-related duties and to carry out County business. This plan complies with the Internal Revenue Service's directives regarding the taxability of cell phone usage and service allowances. The allowances are not intended to compensate the member dollar-for-dollar for the cell phone service cost.

SECTION 4. ELIGIBILITY FOR ALLOWANCES.

MMBU members are eligible to receive a Cell Phone allowance (with or without a Data Service Plan) in recognition of the cost of using their own Cell Phones for County business purposes with the approval of each member's Department Head.

SECTION 5. AUTHORIZATION TO RECEIVE AN ALLOWANCE.

A. An MMBU member who chooses to receive a cell phone allowance shall complete and submit to County Personnel a Cell Phone Service Request Agreement, a copy of which is attached to this policy.

B. A copy of the Cell Phone's service agreement or a monthly statement must be provided by the MMBU member along with the Cell Phone Service Request Agreement, in order to demonstrate current Cell Phone use. The MMBU member's department will submit the form to County Personnel with a Personnel Action Form (PAF). The service agreement or monthly statement will be kept in the MMBU member's department.

SECTION 6. USAGE GUIDELINES TO BE FOLLOWED BY MEMBERS RECEIVING AN ALLOWANCE.

A. An MMBU member who receives a Cell Phone Allowance must:

1. Pay all monthly service charges in full and on time.

2. Answer all business-related calls and/or appropriate emails to his or her Cell Phone and promptly respond to any messages during his or her working hours.

3. Provide the Cell Phone number to the County Administrative Office and Department Head.

4. Notify the CEO and Department Head immediately if service will be terminated.

5. Replace or repair the Cell Phone at member's cost as needed.

B. MMBU members may receive an allowance for the Cell Phone's Data Service Plan which is used to conduct County business. The member must pay all monthly service charges in full and on time. If the member terminates the Cell Phone Service, the member must complete the Cell Phone Service Request Agreement form indicating termination and the member's department must provide a PAF to County Personnel indicating service will be terminated.

C. MMBU members who wish to have their Cell Phones connected to the County's server must coordinate with IT to have this service activated. Cell Phone users are subject to the County's policies to protect the security, integrity and availability of the data stored on these devices.

SECTION 7. PAYMENT OF ALLOWANCES.

A. Guidelines. The Cell Phone allowance is intended to recognize the cost of using a personal Cell Phone (with or with a Data Service Plan) owned by an MMBU member in connection with a member's work duties. The purchase of the device and accessory equipment, and any activation fees, will be the responsibility of the member. The member shall pay any monthly fees or other costs exceeding the amount of the allowance. No allowance will be paid when a member is in an unpaid leave status, or is on an extended paid leave during which timely, business-critical communications are not likely to be necessary.

B. Allowance Amounts:

1. Cell Phone allowance: For authorized members using a personal Cell Phone, the allowance shall be $35.00 per month.

2. Cell Phone allowance with Data Service Plan: For authorized members using a personal Cell Phone with an activated Data Service Plan, the allowance shall be $70.00 per month.

C. Taxability. The Cell Phone allowance will be paid through the County payroll system as taxable income. For determination of individual taxability, MMBU members should check with their tax advisor.

D. Discontinuation of Cell Phone Privileges. To discontinue Cell Phone privileges, a PAF must be sent to County Personnel.

CELL PHONE SERVICE REQUEST AGREEMENT

This form is to be completed when a Mid-Management Bargaining Unit (MMBU) member, with approval from his or her Department Head, as part of his or her job, needs to use his or her Cell Phone (with or without a Data Service Plan) for County business, and wishes to receive an allowance, or when that allowance is to be discontinued.

Name: ____

Position: ____

Department: ____

Type of Device: ____

The MMBU member must mark the applicable box(es):

ALLOWANCE FOR BUSINESS USE OF PRIVATELY-OWNED CELL PHONE

☐ The MMBU member will provide his/her own Cell Phone on ________ _____________ [date].

☐ The MMBU member will provide his/her own Cell Phone with a Data

Plan Service on _________ [date].

☐ Discontinue allowance as of _________ [date].

The MMBU member will begin receiving an allowance within 30 days after submission of this form as approved by his/her Department Head, and on a monthly basis, until he or she no longer needs to use his or her Cell Phone (with or without a Data Plan Service) for County business purposes or chooses to stop this allowance. Forms will be accepted beginning July 1, 2011.

<u>Usage Guidelines:</u>

Any MMBU member who applies to receive an allowance for a Cell Phone hereby agrees to:

- Pay all monthly service charges in full and on time.
- Answer all business-related calls and/or applicable emails to his or her Cell Phone and promptly respond to any messages.
- Provide the Cell Phone number to the CEO and Department Head.
- Notify the CEO and Department Head if service will be terminated.
- Replace or repair the Cell Phone as needed at the employee's cost.

<u>TAXABILITY:</u> Any MMBU member accepting an allowance for a Cell Phone (with or without a Data Service Plan) acknowledges that the allowance is considered to be taxable income by the Internal Revenue Service. For determination of individual taxability, members shall check with their tax advisor.
<u>DISTRIBUTION:</u> Send the original of this form <u>and</u> a Personnel Action Form (PAF) to County Personnel and keep copies of those documents in the department's files along with a copy of the service agreement or a current bill for service.

<u>CERTIFICATIONS:</u>

I certify that the foregoing is true and correct.

Date: ___________________ ______________________________

Signature of MMBU member

Date: ____________________ ________________________________

Signature of Department Head