

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
GENERAL TEAMSTERS LOCAL #137  
(SHASTA COUNTY TRADES AND CRAFTS UNIT)



JANUARY 1, 2023 - DECEMBER 31, 2025

**TABLE OF CONTENTS**

**ARTICLE 1 PARTIES..... 3**  
**ARTICLE 2 AUTHORIZED AGENTS..... 3**  
**ARTICLE 3 RECOGNITION..... 3**  
**ARTICLE 4 TERM AND REOPENERS..... 3**  
**ARTICLE 5 UNION RIGHTS ..... 4**  
**ARTICLE 6 UNION SECURITY..... 6**  
**ARTICLE 7 COUNTY RIGHTS AND RESPONSIBILITIES ..... 7**  
**ARTICLE 8 NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT..... 8**  
**ARTICLE 9 WAGES..... 9**  
**ARTICLE 10 HOURS OF WORK..... 12**  
**ARTICLE 11 HEALTH AND WELFARE BENEFITS ..... 16**  
**ARTICLE 12 RETIREMENT..... 21**  
**ARTICLE 13 PAID LEAVES ..... 22**  
**ARTICLE 14 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES ..... 29**  
**ARTICLE 15 PROBATIONARY PERIOD ..... 30**  
**ARTICLE 16 DISCIPLINARY ACTION ..... 31**  
**ARTICLE 17 MISCELLANEOUS..... 36**  
**ARTICLE 18 GRIEVANCE PROCEDURE ..... 37**  
**ARTICLE 19 PEACEFUL PERFORMANCE..... 39**  
**ARTICLE 20 PERSONNEL RULES..... 40**  
**ARTICLE 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER ..... 40**  
**ATTACHMENT A ..... 43**  
**ATTACHMENT B ..... 44**  
**ATTACHMENT C ..... 45**  
**ATTACHMENT D ..... 46**

## **ARTICLE 1 PARTIES**

- 1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and General Teamsters Local #137 (hereinafter referred to as or "Union").
- 1.2. Unless otherwise defined, all references to "days" shall mean calendar days.

## **ARTICLE 2 AUTHORIZED AGENTS**

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

- 2.1. County's principal authorized agent shall be:  
County Executive Officer  
County of Shasta  
1450 Court Street, Room 308A  
Redding, CA 96001  
Telephone: (530) 225-5561  
FAX#: (530) 229-8238
- 2.2. Union's principal authorized agent shall be:  
Secretary-Treasurer  
General Teamsters Local #137  
3540 South Market Street  
Redding, CA 96001-3888  
Telephone: (530) 243-0232  
FAX #: (530) 243-3115

## **ARTICLE 3 RECOGNITION**

The County recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time employees (1/2 time or more) in the Trades and Crafts Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

## **ARTICLE 4 TERM AND REOPENERS**

### **4.1 TERM.**

The term of this agreement is from, January 1, 2023, to and inclusive of December 31, 2025. Unless otherwise provided herein, any changes caused by the approval of this agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board. During the month of September of the last year of this agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party negotiations shall begin no later than ninety (90) days prior to the term of this agreement or on a later date by mutual agreement.

### **4.2 REVIEW OF FUNDING METHOD OF EMPLOYEE BENEFIT COVERAGE.**

The parties will explore an alternative method of funding and structure of unit members' health coverage as a subject in the Joint Issues Forum. Such potential methods shall be limited to those which would cause no expansion of total cost of County contributions over the method approved herein. Any result that changes the amount of County contributions will apply to this



unit as well as other units.

## **ARTICLE 5 UNION RIGHTS**

### **5.1. RELEASE TIME.**

A. **Job Stewards.** The Union shall provide written notice to the County of the employees serving as Job Stewards. Each Steward shall be permitted two (2) hours of release time per month to conduct Union business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Union business shall be scheduled in advance with the approval of the department head or his designee. Approval of such release time shall not be unreasonably withheld.

B. **Stewards.** The County shall recognize up to six (6) employees designated by the Union as Stewards. A County employee who is designated as a Steward shall be provided a reasonable amount of release time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.

C. **Meet and Confer.** In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Union may be represented by not more than four (4) employees unless a greater number is agreed to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

### **5.2. BULLETIN BOARDS.**

In departments of more than five (5) employees represented by the Union which bulletin board space, the department head shall designate at least one posting space in each non-contiguous location for use by the Union. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Union. Bulletin boards shall be used only to inform employees of the procedure for joining the Union, notification of meetings, internal organizational elections or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

### **5.3. ACCESS TO EMPLOYEES/COUNTY FACILITIES.**

The Union shall, upon request, be granted the use of general meeting space by each department head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

A department head shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the department head or his/her authorized representative.



Membership solicitation, collection of dues, or other general organizational business shall not be conducted on County time, nor in areas generally not open to the public except as may occur during scheduled meetings before or after a regular work shift.

**5.4. PERSONNEL REPORTS.**

The County will, to the extent practicable, provide, upon request, with reasonable advance notice, the Union with the Termination Listing. The County shall provide this reports published.

**5.5 NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION.**

**A. New Employee Orientation Access.** The Union will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.

1. No more than two (2) representatives may present Union membership information.
2. Management representatives will excuse themselves during the Union portion of the orientation.
3. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.
4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Union provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Union will be provided a written explanation of why the employee could not be released.

**B. Disclosure of Employee Contact Information.**

1. The County will provide the Union a digital file via email to the email address designated by the Association containing the following information to the extent the County has it on file:
  - i. Name.
  - ii. Job title.
  - iii. Department.

- iv. Work location.
  - v. Work, home and personal cellular telephone numbers.
  - vi. Personal email addresses on file with the County (new hires only).
  - vii. Home address.
2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.
  3. An employee may opt out via written request to the County, with a copy to the Union, to direct the County to withhold disclosure of the employee's:
    - i. Home address.
    - ii. Home telephone number.
    - iii. Personal cellular telephone number.
    - iv. Personal email address.

Birth date.

**ARTICLE 6 UNION SECURITY**

**6.1. REPRESENTATION.**

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 Association.

**6.2. PAYROLL DEDUCTION.**

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.

**6.3. ENFORCEMENT / SEVERABILITY.**

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. In the event that the Agency Fee provision that was in this Article previously in the January 1, 2017 to December 31, 2019 MOU is once again enforceable, the County agrees to reinstate its provisions to the extent permissible by law.

**6.4. INDEMNIFY AND HOLD HARMLESS.**

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, its 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 article.

**ARTICLE 7 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:

- A. To manage and direct its business and personnel.
- B. To manage, control, and determine the mission of its departments, building facilities, and operations.
- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part.
- D. To subcontract or discontinue work for economic or operational reasons.
- E. To lay off employees.
- F. To direct the work force.
- G. To increase or decrease the work force and determine the number of employees needed.
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees.
- I. To establish work standards, schedules of operation and reasonable work loads.
- J. To specify or assign work requirements and require overtime.
- K. To schedule working hours and shifts.
- L. To adopt rules of conduct and penalties for violation thereof.
- M. To determine the type and scope of work to be performed by County employees and the services to be provided.
- N. To classify positions.
- O. To establish initial salaries of new classifications after notification of the Union.
- P. To determine the methods, processes, means, and places of providing



services.

Q. To take whatever action necessary to prepare for and operate in an emergency.

7.2. Except in an emergency, County decisions shall not supersede the provisions of this agreement. Actions taken by the County to meet an emergency that are not in compliance with this agreement shall be in effect only for the duration of the emergency.

7.3. The exercise of such rights shall not preclude the Union from conferring with County representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

## **ARTICLE 8 NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

### **8.1. NON-DISCRIMINATION**

The County and the Union agree that they shall not unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status or any other characteristic protected by state or federal law. Discrimination on the basis of sex, age, medical condition or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.

Employees shall have the right to form, join and participate in the activities of the Union or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the employee would not have occurred.

### **8.2. AMERICANS WITH DISABILITIES ACT**

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination law. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.

The parties agree that such accommodation relating to ADA/CFEHA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the County.

Prior to taking action, the County shall notice the Union of a proposed accommodation, as it may apply to the working conditions of the unit and shall give the Union an opportunity for input. Actions taken by the County under this Article shall not be subject to the grievance procedure.

## **ARTICLE 9 WAGES**

### **9.1. WAGE ADJUSTMENTS.**

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

1. Effective the pay period beginning February 26, 2023, a general increase of two- and one-half percent (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.

### **9.2. WORK ABOVE CLASSIFICATION**

A. **Qualification Period.** When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:

1. Be assigned in writing by the department head with the approval of the Personnel Division;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.) An exception to the 80 hour period is if the assignment is to the full duties of Lead Maintenance Worker, Road Maintenance Worker III, Special Crews Worker III, or Maintenance Supervisor then duties must be performed without interruption for a minimum period of forty (40) hours (to qualify for the increased pay rate effective from the first hour);
  - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80 hour qualification period.
  - b. Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 80 hour requirement to begin again if full duties of the higher position are resumed.



5. Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a semi-annual basis.

B. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

C. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, s/he shall continue to receive his/her regularly established rate.

D. **Maximum Period.** Working in a vacant higher-level position for which there is no incumbent, may not exceed a six (6) -month period.

E. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

### 9.3. **PREMIUM PAY**

A. An employee in the classification of Mechanical Crafts Worker II, Information Systems Cabling Technician, or Telephone Communications Technician 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.

B. An employee in the classification of Equipment Mechanic who possesses a valid welding certificate and who is assigned to weld items for which certification is externally required, such as bridges, hitches and roll-over protection, shall receive an additional biweekly amount of \$20.00.

C. An employee in the classification of Welder Mechanic who possesses an American Welding Society Certificate with the following endorsements: AWS-D1.1 SMAW all positions 3.4 steel minimum; vertical, horizontal, overhead and flat, shall be eligible for five percent (5%) of base pay.

#### D. **Detention Services Specialty Assignment Pay**

1. Except for employees who qualify for premium pay in Subsection D.2 below, an employee in the classification of Mechanical Crafts Worker I/II when assigned to perform maintenance duties in the jail shall receive an additional five percent (5%) of base pay.

2. Pursuant to Title 2 of the California Code of Regulations, Sections 571 and 571.1, the job classifications of Mechanical Crafts Worker I/II and Adult Custody Cooks I/II who are routinely and consistently assigned to the County Jail and therefore where criminally charged persons are confined, shall receive an additional three dollars (\$3) per hour to base wages. To the extent that CalPERS determines this pay is not pensionable compensation, the parties agree to meet and confer regarding this specialty assignment pay.



E. An employee in the classification of Grounds Maintenance Worker I/II or Lead Ground Maintenance Worker who has obtained Pesticide Application Certification and who is assigned by the Department Head as part of his or her regular duties to perform pesticide related work shall receive an additional five percent (5%) of base pay.

F. An employee in the classification of Mechanical Crafts Worker I/II, Fleet Mechanic, Maintenance Mechanic I/II, Equipment Mechanic or Welder Mechanic who has obtained Refrigeration Certification and who is assigned by the Department Head as part of his or her regular duties to perform refrigeration related work shall receive an additional five percent (5%) of base pay.

G. An employee in a classification, that is required to possess and maintain a California Commercial driver's license (Class A) shall receive an additional two dollars (\$2.00) per hour of base pay.

H. An employee in the classification of Grounds Maintenance Worker I/II or Lead Ground Maintenance Worker assigned by his or her supervisor or designee to perform clean up of transient camps shall receive an additional five percent (5%) of base pay for a minimum of eight hours on a day assigned to this task.

I. An employee in the classification of Equipment Mechanic, when assigned to Fall River Mills, who performs welding, maintains digital work orders, and acts as parts store manager in addition to the duties required by the classification shall receive an additional five percent (5%) of base pay.

J. An employee in the classification of Water/Wastewater Operator I/II or Lead Water/Wastewater Operator who possesses a Backflow Prevention Assembly Tester Certification issued by the American Water Works Association or other certification agency in accordance with Title 17 of the California Administrative Code, shall receive an additional five percent (5%) of base pay.

K. An employee in the classification of Lead Maintenance Worker who is certified by the federal Department of Transportation and the California Department of Motor Vehicles to be a Commercial Driver's License Trainer and who is assigned by the Department Head as part of his or regular duties to perform Commercial Driver's License Trainer duties shall receive an additional five percent (5%) of base pay. No more than two (2) employees can be assigned to the above-referenced duties at the same time to receive this premium pay.

#### 9.4. **SHIFT DIFFERENTIAL.**

A. Employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. To be eligible for swing shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is assigned to, excluding overtime hours or additional shifts.

B. Employees who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or

prior to 9:00 a.m. Regularly assigned shift means the shift an employee is assigned to, excluding overtime hours or additional shifts.

C. An employee who is regularly assigned a shift of other than eight (8) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 p.m. and midnight, and an additional seventy-five cents (\$0.75) for each hour worked between midnight and 8:00 a.m.

D. Employees in the Classification of Custodian who are assigned to a “floater assignment” or a “relief shift” which requires working one or more swing shifts or graveyard shifts on a regular basis shall be eligible for the appropriate differential on a single shift basis when meeting the hours worked requirements for that differential.

E. Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

#### **9.5 LONGEVITY PAY.**

A. Employees with at least ten (10) years of continuous service with Shasta County and who have achieved an overall performance rating of meets or exceeds standards on their most recent performance evaluation are eligible to receive an additional three percent (3%) of base pay. To remain eligible, employees must maintain an overall rating of meets or exceeds standards on their annual performance evaluation.

### **ARTICLE 10 HOURS OF WORK**

#### **10.1. WORK PERIODS AND HOURS OF WORK**

A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Sunday.

B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the department head for the purpose of minimizing overtime liability.

#### **10.2. ALTERNATE WORK SCHEDULES**

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will typically result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. The establishment of alternate work schedules shall be subject to the following:

1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Office and the Union.



2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
  3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
  4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).
- C. On or about March 1, a meeting with the Union to determine a schedule change for the summer, if any, will occur with the Director of Public Works and/or his/her designee if such a meeting is requested by the Union.

### 10.3. **JOB SHARING.**

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
1. A job sharing arrangement shall be established and approved in writing by the department head and the County Administrative Officer, with notice to the Personnel Office and the Union.
  2. The department head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
  3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

### 10.4. **REST PERIODS.**

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the department head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

### 10.5. **MEAL PERIODS.**



An unpaid meal period of up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

#### 10.6. OVERTIME.

All regular full-time employees covered by this agreement shall be compensated for overtime in accordance with the following provisions:

- A. Work beyond the assigned work period described in Section I below must be expressly approved by the department head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.
- B. Except as indicated in Section C below, all eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of eight (8) hours in a day or more than forty (40) hours in a seven (7) day work period.
- C. Employees eligible for overtime compensation who work on a regular schedule in excess of eight (8) hours per day shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of the regularly scheduled hours for that day or more than forty (40) hours in a seven (7) day work period.
- D. When practical, the Department will offer Callback Overtime and shift holdover work (when an individual worker is needed vs. a crew) to regular employees qualified to perform the work prior to using extra help employees to perform the work.
- E. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation, compensatory time off, holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for purposes of overtime compensation.
- F. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an employee and with the concurrence of the Director of Support Services, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.
- G. Accumulated compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay

periods of incurring a loss of accrued leave.

H. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.

I. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).

#### 10.7. **STANDBY.**

A. A department head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of \$3.00 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

B. 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:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;
4. Respond to callbacks during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;
5. Refrain from activities that impair his/her ability to perform assigned duties;
6. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;
7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

C. **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.

#### 10.8. **CALLBACK FROM STANDBY.**



- A. Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to a worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.
- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply. Only hours worked outside regular work hours will be compensated at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary.

**10.9. CALLBACK WHILE NOT ON STANDBY.**

- A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.
- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

**10.10. CALLBACK FROM VACATION.**

An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

**10.11. RELEASE FROM DUTY.**

When the best interest of the County requires the immediate removal of the employee from his/her position, any 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. 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 11 HEALTH AND WELFARE BENEFITS**

**11.1. MEDICAL, DENTAL, AND VISION COVERAGE.**

Medical, dental, and vision coverage is 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 Trades and Crafts unit. The County contributions to medical, dental, and vision coverage shall be as provided in section 11.2 The County dental contribution is based upon the County's dental plan rate. The County vision plan contribution is based upon the County-sponsored vision plan rate.

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.



## 11.2. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

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

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

### A. County Health Insurance Contributions

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.

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.

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 1<sup>st</sup> of each year, should the dental premium increase.

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.

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.

### B. Remainder Amounts

Beginning in the first full month in 2023 following approval by the Board of Supervisors 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.

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.

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.

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.

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 Section 11.12. of this Article.

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.

### **11.3. SURPLUS FUND DEPLETION**

The Teamsters agree to provide the County with a report outlining the expenditures of such surplus funds to verify use for employee benefit programs.

The County and Teamsters agree to meet and confer during the term of this Agreement to address funds related to County contributions for health insurance and how such funds will be used to benefit County employees in the future.

### **11.4. COUNTY CONTRIBUTION TO RETIREES.**

A. Eligible Unit Retirees hired prior to January 1, 2017 shall be covered by the Teamsters’ Retiree Trust with the County’s monthly obligation to contribute to premiums limited to the amounts referenced above in Section 11.2 for Employee Only, Employee Plus One, and Employee Plus Family for medical premiums plus the



County's Dental contributions for the actives.

B. For covered employees hired on or after January 1, 2017 who retire from active County service, the monthly retiree medical premium will be paid by the County to the Teamsters' Retiree Trust at the statutory minimum amount prescribed by Government Code section 22892. The retired employee will be responsible for paying the Teamsters' Retiree Trust the balance of the medical premium.

**11.5. RETIREE CONTRIBUTION IN ABSENCE OF OTHER REQUIREMENTS.**

Except as otherwise required by contractual obligation, the County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten (10) percent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.

**11.6. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.**

- A. The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the unit.
- B. Effective the pay period following such time that the group life insurance policy can be amended, unit employees may purchase additional insurance in an amount up to three times their annual salary (up to a maximum of \$300,00) at the employee's own expense.

**11.7. STATE DISABILITY INSURANCE.**

Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll deductions. Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, compensatory time off or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Paid Family Leave Insurance will be administered as described above, except employees will be required to use other leave balances after Family Sick Leave (if appropriate) has been exhausted.

**11.8. COUNTY CONTRIBUTIONS WHILE ON LEAVE.**

A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

B. In cases wherein an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA/CFRA qualifying personal serious medical condition, the County may continue making its portion of Health Plan payments,



including dependent premiums, for employees who are on medical leave without pay for a maximum of six (6) pay periods. State disability benefits shall not be considered as pay. This provision shall be limited to those employees who, but for time served with the County would otherwise qualify for FMLA/CFRA coverage. Application for such continuation shall be made to the Director of Support Services.

**11.9. 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 updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

**11.10. EMPLOYEE ASSISTANCE PROGRAM.**

The County shall continue to provide an Employee Assistance Program and Policy during this contract period.

**11.11. IMPACT OF AFFORDABLE CARE ACT (ACA)**

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 Teamsters agree to reopen Article 11 – Health and Welfare benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Teamsters, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.

**11.12. 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 11.4.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 Article 11.4.B.

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 11.4.A. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.A, the County will contribute the minimum contribution required under Government Code section 22892 as provided in Article 11.4.B. 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 11.4.B shall be irrevocable.

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

- A. 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.

- B. 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:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
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%

- C. 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.

**ARTICLE 12 RETIREMENT.**

**12.1. PERS MISCELLANEOUS EMPLOYEES.**

The County shall provide all current employees (hired prior to May 8, 2011) under PERS the 2%@55 service retirement formula. Those hired after May 8, 2011, but prior to January 1, 2013, will be entered into the PERS 2%@60 retirement formula. The County shall pay the required employer contributions associated with this formula as determined by PERS. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2%@62 PERS formula as required by California state law.

**12.2. PERS MISCELLANEOUS EMPLOYEES - EMPLOYEE CONTRIBUTIONS.**

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



- A. All employees pay the full employee share (100%) of PERS pension contributions through payroll deduction unless otherwise required by California state law.
- B. Effective the pay period beginning January 5, 2020, all 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.
- C. The County's contract with PERS provides the employee-paid portion of PERS contributions is made on a pre-tax basis.

**12.3. DETERMINATION OF FINAL COMPENSATION**

- A. **Miscellaneous Employees.** Miscellaneous employees hired prior to May 8, 2011, shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (consecutive twelve (12) months).
- B. **Change to Average of Highest Three Years.** Employees hired after May 8, 2011 shall have their retirement based on the average monthly compensation for the highest three years.

**ARTICLE 13 PAID LEAVES**

**13.1. HOLIDAYS.**

- A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:
  - 1 - January 1st, New Year's Day
  - 2 - The third Monday in January, Martin Luther King, Jr. Day
  - 3 - February 12, Lincoln's Birthday
  - 4 - The third Monday in February, Presidents' Day
  - 5 - The last Monday in May, "Memorial Day"
  - 6 - July 4th, Independence Day
  - 7 - The first Monday in September, "Labor Day"



- 8 - November 11, Veterans Day
- 9 - The fourth Thursday in November, "Thanksgiving Day"
- 10 - The day following Thanksgiving Day
- 11 - December 24th, Christmas Eve Day
- 12 - December 25th, Christmas Day

**B. Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services prior to January of each year, but such announcement shall not alter any provision of this article.

**C. Maximum Holiday Hours.** Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, (i.e., maximum of 96 hours per year).

**D. Observed Holidays.** The official holidays listed above shall be treated as observed holidays when the following occur:

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

**E. Work On An Official Holiday.**

1. A regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in Section A., shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked (up to a maximum of 8 hours) plus straight time pay for assigned regular hours as full compensation for the official holiday. At employee's choice, the time and one-half portion may be taken in pay or as Holiday Credit subject to the provisions of this article.

2. A regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (50% or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

**F. Work on an Observed Holiday.** An employee working on an observed holiday shall not be eligible to receive time and one-half holiday compensation unless that employee works a five-day per week schedule with Saturdays and Sundays as normal days off.

**G. Holiday Compensation.**

1. Those employees working a five-day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not working a five-day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the department head may, upon the request of the employee and with the concurrence of the Director of Support Services, extend the limit on accrued holiday time.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

**H. 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.

**13.2. 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 paid status, excluding overtime hours worked.

**B. Usage.** Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. Employees may utilize sick leave as it is accrued.

**C. Sick Leave Usage in Lieu of 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 make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.



D. **Family Illness/Medical Appointments/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. 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 father, mother, spouse, son, daughter, sister or brother, grandparent, step grandparent, step parent, step child, step sister, step brother, grandchild, step grandchild, foster child, foster parents, qualifying domestic partner, or as otherwise stipulated by law.

E. **Verification of Illness.** Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the department head.

F. **Paid Sick Leave Law.** In accordance with the Paid Sick Leave Law (AB 1522), which goes into effect on July 1, 2015, the County will provide sick leave pursuant to the requirements under the law.

**13.3. SICK LEAVE RETENTION INCENTIVE PAYMENT.**

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37½%	\$6,000
20 or more	50%	\$6,000

**13.4. SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF.**

At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in Section 13.4. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless s/he repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

**13.5 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.**

The County amended its PERS 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 PERS 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.

**13.6. BEREAVEMENT LEAVE.**

A. 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, son, daughter, 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 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.

#### 13.7. **JURY DUTY.**

- A. A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) s/he receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.
- B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.
- C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

#### 13.8. **VACATION.**

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis 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 become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<b>Years of Continuous Service</b>	<b>Vacation Hours Accrued per Hour</b>	<b>Equivalent Days per Year</b>	<b>Maximum Hours Accrued</b>
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

**B. Use of Vacation.**

1. 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.

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

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.



C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

2. **Annual Payment.** Beginning in 2023 for the 2024 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to eighty (80) hours – in five (5) whole hour increments- of accrued vacation leave or compensatory time 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 accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time 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 accrued hours available at the time of the cash out.

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

If an employee who has elected cash out failed 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 in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31<sup>st</sup> of the calendar year prior to the calendar year in which the accrued vacation or compensatory time 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.

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 14 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES**

### **14.1. PUBLIC WORKS EMPLOYEES.**

Employees who work in road maintenance, bridge maintenance, special crews, construction, and inspection, shall be provided, ten (10) shirts (in any combination of short and long sleeve), gloves, and one (1) set of rain gear to be laundered by the employee. Employees performing equipment maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts and pants to any or all of the above through a commercial service that would include laundering.

### **14.2. FACILITIES MANAGEMENT EMPLOYEES.**

Unit employees who perform maintenance duties shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

### **14.3 IT CABLING TECHNICIAN.**

Employees in the position of IT Cabling Technician required to wear a County shirt by the Department Head, shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

### **14.4. JAIL COOKS / LAUNDRY OPERATOR - UNIFORMS.**

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II and Laundry Operator: 2 "baseball" caps; 5 shirts with patches; 5 pairs of pants; 1 black leather belt with key ring; 1 brass name badge; and other law enforcement equipment or items that the Sheriff deems necessary. Only those items of clothing or equipment deemed by the Sheriff as needed by the employee will be issued. Replacement shall be limited to those articles found by the Sheriff to be no longer serviceable by reason of use in the line of duty.

### **14.5. JUVENILE HALL COOKS - UNIFORMS.**

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II: 3 shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

### **14.6. COUNTY PROPERTY.**

All uniforms and other equipment issued by the County for personal use by an employee shall remain County property.

### **14.7. TOOL ALLOWANCE.**

The County will provide a tool allowance on or about January 1 of each year per eligible employee then employed. The amount shall be \$1,000. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works and Fleet Management Division. Cabling Technicians and Telecommunications Technicians in the Information Systems Department will become eligible for a \$300 per year tool allowance paid in the same manner as that referred to above.

### **14.8. BOOT ALLOWANCE.**

The County will provide a boot allowance of \$250 per year on or about January 1 of each year



per eligible employee then employed. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her own safe footwear.

**14.9. PAYMENT FOR COMMERCIAL DRIVER'S LICENSE RENEWAL.**

County will pay the fee for renewal of the Class A Driver's License for persons serving in classifications for which that license is a condition of continued employment.

**14.10. REIMBURSEMENT FOR MEALS AND TRAVEL EXPENSES.**

(Refer to Chapter 21 of the Personnel Rules, Travel and Other Expenses, for the complete policy on meal and travel reimbursement).

In 2001, the County and the Union agreed that: If a Public Works employee is called to work by management outside of his or her normally scheduled work week (including being called to work on a weekend, holiday, regularly scheduled off day in an alternative work schedule, vacation day off or compensatory time off) but not including time worked beyond a regularly scheduled work shift which is covered in a different Section) in response to snow storms, for emergency traffic control, to assist with hazardous materials response, or other similar emergency situations as determined by the department head, the employee may be paid an in-lieu-of-a-meal allowance. If the employee works four (4) hours or more, as described above, he or she will receive \$11.33 in-lieu-of-a-meal allowance. If the employee works eight (8) hours or more, as described above, he or she will receive \$22.66 in lieu-of-a-meal allowance. No receipts are required for this allowance and no other food or meal allowance will be paid in these situations. When the County adjusts the meal per diem, these amounts will also be adjusted based on the same formula used to set the current rate. (for example current rate =  $\$6 + 10 + 18 = 34/3 = \$11.33 \times 1$ ,  $\$11.33 \times 2 = \$22.66$ )

**ARTICLE 15 PROBATIONARY PERIOD**

**15.1. INITIAL PROBATION.**

Upon initial appointment, all unit 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.

**15.2. PROMOTIONAL PROBATION.**

Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of six (6) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

**15.3. PROBATION ON TRANSFER OR DEMOTION.**

For good cause shown, a department head may require a six (6) months 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 without cause or right of appeal.

**15.4. EXTENSION OF PROBATIONARY PERIODS.**

Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

**15.5. REJECTION FROM 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.

## **ARTICLE 16 DISCIPLINARY ACTION**

### **16.1. GENERAL.**

The tenure and status of every employee covered by this agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action.

The procedures set forth in this Article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the County Board of Supervisors.

Any appointing authority, may initiate disciplinary action for cause. As used in this section, "appointing authority" shall mean an elected or appointed department head, or his/her designee, who initiates the disciplinary action.

The procedures set forth in this Article shall not preclude an employee from entering into a written agreement with the County to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for, as part of that written settlement agreement.

### **16.2. BASIS FOR DISCIPLINARY ACTION.**

Disciplinary action, up to and including termination of employment may be taken against any employee for unsatisfactory performance or for misconduct including, but are not limited to, the following:

1. Absence without leave.
2. Misfeasance, malfeasance, nonfeasance or neglect of duty.
3. Incompetence.
4. Inefficiency.
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
6. Negligent or willful damage to public property.
7. Waste or misuse of public supplies or equipment.
8. Discourteous treatment of members of the public or public officers or employees while on duty.
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the

Health and Safety Code.

10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
11. Conviction of any criminal act involving moral turpitude.
12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
13. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
14. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech.
15. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
16. Fraud in obtaining County employment.
17. Violation of any of the provisions of the personnel manual or any rule, policy, or regulation adopted pursuant to this contract or law.
18. Violation of the County's Policy Against Discrimination Harassment.

**16.3. BASIS FOR OTHER TERMINATION FOR CAUSE.**

Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections 16.5 A, B, and C (introductory paragraph) only. (Not disciplinary in nature).

**16.4. TYPES OF DISCIPLINE.**

The types of discipline recognized for purposes of applying one of the appeal procedures under this Article are:

- A. **Written Reprimand.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the department head, or designee. Within five (5) working days thereafter, the department head, or designee shall respond to the



employee in writing by either granting or denying the appeal. Such response shall be final.

**B. Intermediate Disciplinary Action.** Suspension without pay, demotion, or reduction in base pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 16.5 A. and B. below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Manual. In addition to appealing to the Board of Employee Appeals, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing before the Employee Board of Appeals with the goal of resolving the issue prior to the formal hearing before the Employee Board of Appeals.

**C. Severe Disciplinary Action.** Discharge. Proposed severe disciplinary actions must be reviewed the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section 16.3 above shall be afforded the procedural protections of Section 16.5 below.

#### 16.5. **APPEAL PROCEDURES.**

Except as otherwise required by the State Merit System for employees covered thereby, the below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

**A. Notice.** The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 6. above.

**B. Employee's Response.**

1. Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final action cannot be presented in any subsequent proceeding.

2. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

**C. Management Representative's Decision.**

Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific findings made against the employee and the effective date of the action. Service by certified mail is effective upon the Postal Service's final attempt to deliver the statement.

1. This statement shall clearly inform the employee that s/he, through the Union, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in section D. below or the Board of Employee Appeals pursuant to the Personnel Manual, to contest the action of the management representative. The request must be filed by the employee, through the Union with the Personnel Director.

2. If, within the initial five (5) working day appeal period the employee, through the Union, does not file said appeal, the action of management representative shall be considered conclusive.



D. **Appeal of Discharge.** Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five-day appeal period, the employee, through the Union, files notice of appeal of discharge, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing with the Employee Board of Appeals or an Arbitrator with the goal of resolving the issue prior to the formal hearing.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, s/he may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he will testify truthfully.
5. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
6. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Union.
7. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action or other termination for cause as defined above. S/he shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one session without the mutual consent of the County and the Union.

8. The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the County.

**16.6. SUMMARY SUSPENSION.**

Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

**16.7. RIGHT TO REPRESENTATION.**

An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Union, an employee representative or an attorney retained by the employee at the employee's expense.

**ARTICLE 17 MISCELLANEOUS.**

**17.1. CONTRACTING OUT.**

When the County elects to contract out work which is regularly performed by unit employees, and when such contract will result in a loss of regular County positions or a reduction in regular hours, the County will give reasonable notice of its decision to the Union to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

**17.2. WORK REASSIGNMENTS/LAYOFF PERIOD.**

If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one year following the effective date of lay off.

**17.3. REEMPLOYMENT AFTER LAYOFF.**

Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County position within three (3) months of layoff will not lose County seniority for purposes of layoff, vacation accrual, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

**17.4 LEAVES OF ABSENCE WITHOUT PAY.**

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum twelve months and requires the approval of the Director of Support Services. A leave without pay shall not extend beyond twelve months except in cases to comply with external legal requirements such as for medical or disability accommodation.

**17.5 JOINT ISSUES FORUM.**

A member of the Unit and its paid representative 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.



#### 17.6 RESTRICTION ON PROMOTIONS.

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and Director of Support Services approval for extraordinary reasons.

#### 17.7 LOSS OF CDL LICENSE.

Should an employee whose position requires a valid Commercial Drivers License (CDL) have that license suspended for a period of one hundred twenty (120) days or less and that suspension is not final, the department will attempt to accommodate the loss by assigning him/her to non CDL-required work, allow the use of appropriate accrued paid leave, or if no appropriate accrued paid leave is available, allow an unpaid leave of absence up to a combined maximum of one hundred twenty (120) days.

### ARTICLE 18 GRIEVANCE PROCEDURE

#### 18.1. Definitions.

A. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one of the policies listed in Article 20 - Personnel Manual which adversely affects the grievant.

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 the agreement 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.

#### 18.2. Informal Resolution.

Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if s/he receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

#### 18.3. Formal Process.

A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager (or designee) shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.

B. **Step 2:** If the grievant is not satisfied with the written answer from his/her manager, the grievant may, within seven (7) days from the receipt of such answer, file

a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

C. **Step 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up source). Such Mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing.

#### 18.4. **Grievance Board.**

A. The Grievance Board, whom shall all serve as neutrals shall consist of three (3) members as follows:

1. A department head or assistant department head of a County department other than in which the aggrieved employee is assigned, to be appointed by the County Administrative Officer,
2. A County employee represented and designated by the Union, and
3. The County Director of Support Services or his designee, who shall serve as chairperson.

B. The Union designee shall be granted release time to participate in the activities of the Grievance Board.

#### 18.5. **General Provisions.**

A. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.

C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.

D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or department head may consult with the Personnel Director.



E. Time limits and formal steps may be waived by mutual written consent of the parties.

F. Proof of service shall be accomplished by certified mail or personal service.

G. The County Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the County Personnel Office

**18.6. Complaint Procedure.**

An employee may bring non-grievable items to the attention of the department head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Director of Support Services for consideration and final decision.

**ARTICLE 19 PEACEFUL PERFORMANCE**

**19.1. NO STRIKES OR LOCKOUTS**

A. During the term of this agreement, neither the Union nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or good to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Union's or its members' agreement to a change in working conditions.

B. 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 Union, 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 protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible, provided that the picket signs clearly state that the picketing is informational only.

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

**19.2. DISCIPLINE.**

Any employee who participates in any activity prohibited by Section 19.1 of this Article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 16, Disciplinary Action.

19.3. **REMEDIES FOR BREACH.**

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 19.1 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 20 PERSONNEL RULES**

20.1. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Rules.

20.2. If during the term of this agreement the County desires to amend the following provisions of the Personnel Rules except for purposes of compliance with requirements of law the County shall give notice to the Union and provide an opportunity to meet and confer on any proposed substantive changes. Should the Union choose to meet and confer, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Union shall meet and confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Manual are covered by this Article:

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

20.4. The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

**ARTICLE 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

21.1. **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.

21.2. **No Interim Bargaining.**

A. It is agreed and understood that during the negotiations which 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 counter-proposals 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. Except as may be otherwise provided herein, matters agreed to in this agreement shall remain in full force and effect for the term of this agreement.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

**21.3. Modification.**

A. 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.

B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

**21.4. 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.

**21.5. Controlling Authority.**

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

**21.6. Savings Provision.**

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this Article, should a provision or application be deemed invalid by a court of competent jurisdiction or as the result of a statutory or regulatory change, the parties shall, upon written request of either party, meet not later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions so affected.

///  
///  
///  
///  
///  
///  
///  
///  
///  
///

FOR THE COUNTY OF SHASTA:



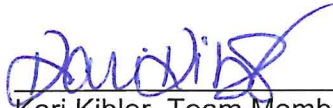
Gage C. Dungy, Labor Negotiator



Shelley Forbes, Director of Support Services



Monica Fugitt, Team Member



Kari Kibler, Team Member



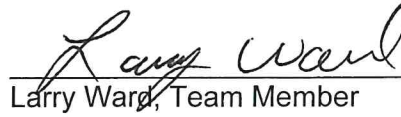
Kristen Racki, Team Member

Dated: 3/20/2023

FOR TEAMSTERS:



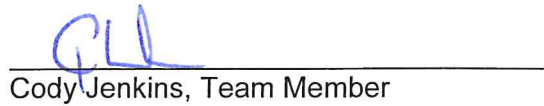
Dave Hawley, Business Agent, Local #137



Larry Ward, Team Member



Bryan Holmes, Team Member



Cody Jenkins, Team Member

Dated: 3/15/23



**ATTACHMENT A**

Job Classification	Range	Current (Prior to 1/1/2023)	
		A Step	F Step
ADULT CUSTODY COOK I	375	2829	3611
ADULT CUSTODY COOK II	398	3165	4040
ADULT CUSTODY COOK III	427	3646	4653
COOK I	375	2829	3611
COOK II	398	3165	4040
CUSTODIAN I	375	2829	3611
CUSTODIAN II	385	2971	3791
EQUIPMENT MECHANIC	456	4201	5361
FLEET MECHANIC	438	3847	4910
FLEET MECHANIC HELPER	398	3165	4040
GROUNDS MAINTENANCE WORKER I	375	2829	3611
GROUNDS MAINTENANCE WORKER II	395	3119	3981
IT CABLING TECHNICIAN	446	4001	5106
LEAD GROUNDS MAINTENANCE WKR	430	3700	4722
LEAD MAINTENANCE WKR	456	4201	5361
LEAD WATER/WASTEWATER OPERATOR	494	5056	6454
MAINTENANCE MECHANIC I	386	2985	3810
MAINTENANCE MECHANIC II	416	3456	4411
MECHANICAL CRAFTS WORKER I	439	3866	4934
MECHANICAL CRAFTS WORKER II	449	4059	5181
PARTS STOREKEEPER	431	3718	4746
ROAD MAINTENANCE WORKER I	401	3212	4099
ROAD MAINTENANCE WORKER II	421	3541	4519
ROAD MAINTENANCE WORKER III	441	3904	4983
SPECIAL CREWS WORKER III	441	3904	4983
TELEPHONE COMMUNICATIONS TECH	472	4542	5797
WATER/WASTEWATER OPERATOR I	449	4059	5181
WATER/WASTEWATER OPERATOR II	479	4699	5998
WATER/WASTEWATER OPERATOR TRNE	419	3507	4475
WELDER MECHANIC	456	4201	5361

**ATTACHMENT B**

Job Classification	Range	Effective Pay Period Beginning 2/26/2023	
		A Step	F Step
ADULT CUSTODY COOK I	375	2899	3701
ADULT CUSTODY COOK II	398	3245	4141
ADULT CUSTODY COOK III	427	3737	4770
COOK I	375	2899	3701
COOK II	398	3245	4141
CUSTODIAN I	375	2899	3701
CUSTODIAN II	385	3045	3886
EQUIPMENT MECHANIC	456	4306	5495
FLEET MECHANIC	438	3943	5033
FLEET MECHANIC HELPER	398	3245	4141
GROUNDS MAINTENANCE WORKER I	375	2899	3701
GROUNDS MAINTENANCE WORKER II	395	3197	4080
IT CABLING TECHNICIAN	446	4101	5234
LEAD GROUNDS MAINTENANCE WKR	430	3793	4841
LEAD MAINTENANCE WKR	456	4306	5495
LEAD WATER/WASTEWATER OPERATOR	494	5183	6615
MAINTENANCE MECHANIC I	386	3060	3905
MAINTENANCE MECHANIC II	416	3542	4521
MECHANICAL CRAFTS WORKER I	439	3963	5057
MECHANICAL CRAFTS WORKER II	449	4161	5311
PARTS STOREKEEPER	431	3811	4864
ROAD MAINTENANCE WORKER I	401	3292	4201
ROAD MAINTENANCE WORKER II	421	3630	4632
ROAD MAINTENANCE WORKER III	441	4002	5107
SPECIAL CREWS WORKER III	441	4002	5107
TELEPHONE COMMUNICATIONS TECH	472	4655	5942
WATER/WASTEWATER OPERATOR I	449	4161	5311
WATER/WASTEWATER OPERATOR II	479	4817	6147
WATER/WASTEWATER OPERATOR TRNE	419	3594	4587
WELDER MECHANIC	456	4306	5495



**ATTACHMENT C**

Job Classification	Range	Effective Pay Period Beginning 12/17/2023	
		A Step	F Step
ADULT CUSTODY COOK I	375	2972	3793
ADULT CUSTODY COOK II	398	3326	4244
ADULT CUSTODY COOK III	427	3831	4889
COOK I	375	2972	3793
COOK II	398	3326	4244
CUSTODIAN I	375	2972	3793
CUSTODIAN II	385	3121	3983
EQUIPMENT MECHANIC	456	4413	5633
FLEET MECHANIC	438	4042	5159
FLEET MECHANIC HELPER	398	3326	4244
GROUNDS MAINTENANCE WORKER I	375	2972	3793
GROUNDS MAINTENANCE WORKER II	395	3277	4182
IT CABLING TECHNICIAN	446	4203	5364
LEAD GROUNDS MAINTENANCE WKR	430	3888	4962
LEAD MAINTENANCE WKR	456	4413	5633
LEAD WATER/WASTEWATER OPERATOR	494	5312	6780
MAINTENANCE MECHANIC I	386	3136	4003
MAINTENANCE MECHANIC II	416	3631	4634
MECHANICAL CRAFTS WORKER I	439	4062	5184
MECHANICAL CRAFTS WORKER II	449	4265	5443
PARTS STOREKEEPER	431	3906	4986
ROAD MAINTENANCE WORKER I	401	3374	4306
ROAD MAINTENANCE WORKER II	421	3720	4748
ROAD MAINTENANCE WORKER III	441	4102	5235
SPECIAL CREWS WORKER III	441	4102	5235
TELEPHONE COMMUNICATIONS TECH	472	4772	6090
WATER/WASTEWATER OPERATOR I	449	4265	5443
WATER/WASTEWATER OPERATOR II	479	4937	6301
WATER/WASTEWATER OPERATOR TRNE	419	3684	4702
WELDER MECHANIC	456	4413	5633

<b>ATTACHMENT D</b>			
		<b>Effective Pay Period Beginning 12/15/2024</b>	
<b>Job Classification</b>	<b>Range</b>	<b>A Step</b>	<b>F Step</b>
ADULT CUSTODY COOK I	375	3031	3869
ADULT CUSTODY COOK II	398	3392	4329
ADULT CUSTODY COOK III	427	3907	4987
COOK I	375	3031	3869
COOK II	398	3392	4329
CUSTODIAN I	375	3031	3869
CUSTODIAN II	385	3184	4063
EQUIPMENT MECHANIC	456	4502	5745
FLEET MECHANIC	438	4123	5262
FLEET MECHANIC HELPER	398	3392	4329
GROUND MAINTENANCE WORKER I	375	3031	3869
GROUND MAINTENANCE WORKER II	395	3343	4266
IT CABLING TECHNICIAN	446	4287	5472
LEAD GROUND MAINTENANCE WKR	430	3966	5061
LEAD MAINTENANCE WKR	456	4502	5745
LEAD WATER/WASTEWATER OPERATOR	494	5419	6916
MAINTENANCE MECHANIC I	386	3199	4083
MAINTENANCE MECHANIC II	416	3703	4727
MECHANICAL CRAFTS WORKER I	439	4143	5288
MECHANICAL CRAFTS WORKER II	449	4350	5552
PARTS STOREKEEPER	431	3985	5085
ROAD MAINTENANCE WORKER I	401	3442	4392
ROAD MAINTENANCE WORKER II	421	3795	4843
ROAD MAINTENANCE WORKER III	441	4184	5340
SPECIAL CREWS WORKER III	441	4184	5340
TELEPHONE COMMUNICATIONS TECH	472	4867	6212
WATER/WASTEWATER OPERATOR I	449	4350	5552
WATER/WASTEWATER OPERATOR II	479	5036	6427
WATER/WASTEWATER OPERATOR TRNE	419	3758	4796
WELDER MECHANIC	456	4502	5745