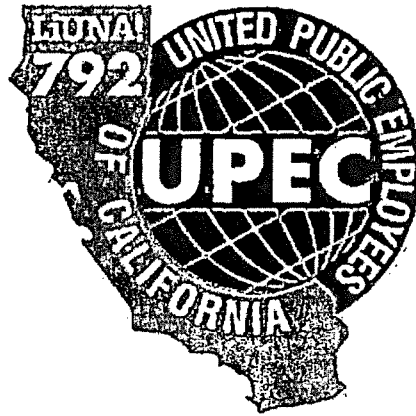


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SHASTA
AND THE
UNITED PUBLIC EMPLOYEES OF CALIFORNIA
SHASTA COUNTY PROFESSIONAL UNIT



May 1, 2023 through April 30, 2025

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ARTICLE 1 PARTIES

- 1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and the United Public Employees of California, Local 792, LIUNA, AFL-CIO (hereinafter referred to as "Professional Unit", "UPEC", or "Union"), representing the County's Professional Bargaining Unit.
- 1.2. Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE 2 AUTHORIZED AGENTS

- 2.1. For the purpose of administering the terms and provisions of this Agreement, the following agents or his/her designee have been identified:
 - A. County's principal authorized agent shall be:

Director of Support Services
County of Shasta
1450 Court Street, Suite 348
Redding, CA 96001
Telephone: (530) 225-5515
FAX#: (530) 225-5345
 - B. Union's principal authorized agent shall be:

Business Manager
United Public Employees of California (UPEC), Local 792
1860 Park Marina Drive
Redding, CA 96001
Telephone: (530) 245-1890
FAX #: (530) 246-1651

ARTICLE 3 RECOGNITION

The County recognizes the Union as the exclusively recognized employee organization pursuant to Government Code section 3501(b) and the Shasta County Employer-Employee Relations Resolution (Resolution 95.154) for all regular full-time and part-time employees (1/2 time or more) in the Professional Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of job classifications covered by this Agreement.

ARTICLE 4 TERM

4.1. The term of this Agreement, ratified by the Professional Unit on August 24, 2023, and approved by the Board of Supervisors on September 12, 2023, is from May 1, 2023 to and inclusive of April 30, 2025, except as otherwise provided. Unless otherwise provided herein, any changes caused by the approval of this Agreement shall not be applied retroactively and shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board. During the month of January of the final 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. CONTINUED DISCUSSIONS AND REOPENERS

The County will provide notice to the Union of an opportunity to meet and confer regarding implementation of legislative changes that impact the status of a group of employees for other than items that are management rights. The County and the Union shall continue to discuss structural change of Health Care coverage for Professional Unit employees in the Joint Issues Forum (JIF).

ARTICLE 5 UNION RIGHTS

5.1. RELEASE TIME

- A. **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 for the amount of time necessary to represent an employee in meetings with management. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area. Permission for such use of work time shall not be unreasonably withheld.
- B. **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 three (3) employees on released time 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 fifteen (15) employees represented by the Union which have bulletin board space, the department head shall designate at least one (1) 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 detailing the specific purpose of the contact, 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 request detailing the specific purpose for the contact and 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 Employee Roster Index and the New Hires and Termination Listing. The County shall provide these reports when they are published.

5.5. LIMITED ACCESS TO EMPLOYEES THROUGH COUNTY E-MAIL SYSTEM

The Union may send email to County email addresses of employees it represents in accordance with the following provisions:

- A. The email must be sent from a source outside of the County email system with a static IP address.
- B. The email must be on Union letterhead and otherwise only contain text of not more than 350 kb in length.
- C. The email may not contain attachments, but may include links to information outside of the County email system.
- D. No political communication of any kind may be transmitted by the bargaining unit representative.
- E. The individual sending the email must be identified by name.
- F. Up to three (3) individuals may be authorized to send email upon notification to the Director of Support Services.
- G. The Director of Support Services must be copied on all email.
- H. Email may only notify employees of Union meetings and may direct employees to the Union's web site for other information.
- I. The Union may send up to four (4) emails per calendar month unless otherwise authorized by the Director of Support Services.
- J. Recipients of email may not use work time to respond to Union emails, view Union web sites, or conduct Union business.
- K. Employees may request that email not be sent to them, and the Union shall respect these requests.
- L. After notice to the Union, the County maintains the right to withdraw use of County email, at its sole discretion for violation of this Section. Such action will not be subject to grievance or other appeals process. Employee actions prohibited in 5.6.J. will not be considered reason for implementation of this Section.

Within five (5) calendar days of notice in 5.6.L., the Union shall have the right to meet the Director of Support Services in an attempt to resolve concerns prior to withdrawal of use.

- M. The Union and employees accept the fact that the County spam filter may direct some email to employees' spam mailboxes and employees will need to access these mailboxes to view such mail.

5.6. 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. County will provide the Union a digital file via email to the email address designated by the Union containing the following information to the extent the County has it on file:
 - a. Name
 - b. Job Title
 - c. Department

- d. Work Location
 - e. Work, home, and personal cellular telephone numbers
 - f. Personal email address on file with the County (new hires only)
 - g. Home address
2. Such information will be provided at the end of each month for new hires in 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:
 - a. Home address
 - b. Home telephone number
 - c. Personal cellular telephone number
 - d. Personal email address
 - e. Birth date

ARTICLE 6 UNION MEMBERSHIP AND PAYROLL DEDUCTIONS

6.1. REPRESENTATION OBLIGATION

UPEC agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in job classifications within the Professional Unit.

6.2. PAYROLL DEDUCTION

The Union shall have regular dues/fees and insurance premiums deducted from employees' 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 the 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, unless the employee is an existing member of the recognized employee organization, and the recognized employee organization notifies the County to continue dues deductions.

6.3. FINANCIAL REPORT

UPEC shall maintain an adequate itemized record of its expenditures and financial transactions, and shall make available annually to the County and to the employees in job classifications within the Professional Unit a detailed written financial report thereof in the form of a balance sheet and operating statement. Such financial report shall be made available within sixty (60) days after the end of its fiscal year and shall be certified as to its accuracy by a certified public accountant.

6.4. INDEMNIFY AND HOLD HARMLESS

UPEC fully indemnifies and holds harmless and agrees to defend the County, its officers, agents, 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.

6.5. 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.

ARTICLE 7 COUNTY RIGHTS AND RESPONSIBILITIES

7.1. 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 the 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 workloads.
 - 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 job 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, registered domestic partner or 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) and/or under California's Fair Employment Housing Act (FEHA). 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/FEHA 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/FEHA.

The parties recognize that circumstances surrounding ADA/FEHA 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 Professional 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. GENERAL WAGES

- A. Salaries for job classifications in this unit are as shown in Attachment A with general increases as follows:
 - 1. Effective the pay period beginning September 10, 2023, the County shall provide a two and a half percent (2.5%) increase to base salary, as shown in Attachment B.
 - 2. Effective the pay period beginning May 5, 2024, the County shall provide a two and a half percent (2.5%) increase to base salary, as shown in Attachment C.

9.2. SALARY ADJUSTMENT

The County retains the right to adjust salaries upward as needed for recruitment, retention, or other purposes after notice and discussion with the Union.

9.3. 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 Unit;
 - 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 eighty (80) work hours, except with an approved interruption (Holidays shall be treated like weekends or comparable regularly scheduled days off); and
 - A. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
 - B. Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the

eighty (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 (4) 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, he/she 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 normally exceed a six (6) month period. However, the Director of Support Services may approve an additional period on a case-by-case basis.
- 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.

9.4. PREMIUM PAY

- A. An employee in the job classification of Registered Nurse (Public Health), when designated by the Public Health Officer to perform health education duties relating to AIDS and venereal disease control on a regular basis, shall receive an additional five percent (5%) of base pay while performing such duties.
- B. When an incumbent working in a Staff Nurse II, Clinical Psychologist II/III or Mental Health Clinician II/III job classification is assigned to work in a team leader capacity with a group of employees that includes clinical staff specifically designated as a team by department management, the incumbent will receive an additional five percent (5%) of base pay while working in such capacity.

9.5. SHIFT DIFFERENTIAL

- A. Unless covered by 10.2.B., employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional seventy-five cents (\$0.75) per hour shift differential premium. To be eligible for swing shift differential, at least fifty percent (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 normally assigned to, excluding overtime hours or additional shifts.

- B. Unless covered by 10.2.B., employees, other than the job classifications of Staff Nurse I and II, 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. Employees assigned as Staff Nurse I and Staff Nurse II, who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional ninety-five cents (\$0.95) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty percent (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 normally assigned to, excluding overtime hours or additional shifts.
- C. Unless covered by 10.2.B., an employee who works a shift of other than eight (8) hours shall receive an additional sixty cents (\$0.75) for each hour worked between 4:00 p.m. and midnight, and an additional eighty-five cents (\$0.85) for each hour worked between midnight and 8:00 a.m. Regularly assigned shift means the shift an employee is normally assigned to, excluding overtime hours or additional shifts.
- D. 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.

9.6 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 a.m. 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 on either Monday or Friday for the purpose of minimizing overtime liability. The National Labor Relations Board (NLRB) has certified UPEC as Bona Fide for a 7(b) exception under the Fair Labor Standards Act (FLSA) for a "basis other than 40 hours in 7 days" for overtime computation. The County will reconcile actual hours worked against the requirements of the FLSA on an annual (2080 hours) basis. This allows for overtime period as cited in certain sections below.

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 (5) eight (8) 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 result in employees working a fixed schedule of forty (40) hours per week or eighty (80) hours bi-weekly.
- B. Twelve (12) hour shifts at Mental Health: The HHSA Director or Director of Mental Health Services may establish a twelve (12) hour shift under the following conditions:
 - 1. Shifts will be assigned by Mental Health's management and will not be changed without prior notice. All leave and holidays shall be accrued on the same basis as a standard five eighths (5/8) shift assignment, so that no advantage will be gained by the twelve (12) hour shift schedule. Pay for work on a holiday will consist of eight (8) hours holiday, four (4) hours regular, and eight (8) hours of holiday overtime.
 - 2. Any return to the standard five eighths (5/8) schedule shall remain at the discretion of Mental Health's management and may be implemented upon a minimum of fourteen (14) days prior notice to the employee and Union or, if on a single position, to the affected employee. Such periods shall not apply to emergencies or individual circumstances that are unplanned.
 - 3. Overtime shall be based upon hours worked over eighty-four (84) hours in a bi-weekly pay period for employees assigned to twelve (12) hour shifts. Thus, seven (7) shifts would consist of (eighty) 80 hours of straight time base pay and four (4) hours of straight time overtime pay.
 - 4. Mental Health staff who are regularly assigned by the Mental Health Director or designee to a twelve (12) hour shift that includes the hours between midnight and 6:00 a.m. shall receive seventy-five cents (\$0.75) per hour for each hour of the shift. Nursing staff (RN, LVN, and LPT) who are regularly assigned to a twelve (12) hour shift that

includes the hours between midnight and 6:00 a.m. shall receive three dollars (\$3.00) per hour for each hour of the shift. Regularly assigned shift means the shift an employee is normally assigned to excluding overtime hours or additional shifts.

- C. 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 Executive Officer with notice to the Personnel Unit 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 and the Union with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change. If requested, a meeting between the department head and the employee(s) and/or Union representative will be held to discuss the change prior to end of the fourteen (14) day notice period. The final decision shall remain with the department head.
 3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule. Employees will be provided holiday pay in accordance with the provisions of Section 13.1 below..
 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 hours sick leave for that day).
 5. For non-FLSA exempt employees, overtime will be calculated on hours worked over forty (40) hours per week.

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 with oversight and approval of the supervisor. 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, if approved in writing by the department head and the County Executive Officer, with notice to the Personnel Unit and the Union.
2. The department head shall provide an employee with 14 days advance notice in the event an employee who is job sharing is to revert to a standard full-time work schedule permanently, or at least 24 hours advance notice in the event of a temporary or emergency change.
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 (4) hours or longer. Employees working on an alternative work schedule of twelve (12) hour shifts, when practical, shall be granted one fifteen (15) minute paid rest period during each four (4) hours of the shift. Unless otherwise approved by the department head or his/her designee, 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 at least one-half (1/2) hour and up to one (1) 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 four 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 or required.

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 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 (15) minutes prior to the regular starting time, take work home, or

otherwise engage in overtime work.

- B. Except as indicated in Section 10.2.B. and Sections C., D., and H. 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 forty (40) hours in a seven (7) day work period.
1. As an exception to Section 10.1., an employee with an occasional assignment outside of regular work hours, with the prior approval of their supervisor, may request to work a flexible schedule of forty (40) hours in seven (7) calendar days, Sunday through Saturday.
 2. When in the opinion of a supervisor, it would be in the best interest of the County and the employee, the supervisor may request an employee flex their hours for the purpose of fulfilling an occasional assignment outside of their regular duty hours. A supervisor shall not make such a request for the sole purpose of avoiding payment of overtime nor shall an employee be obligated to agree to the request.
- C. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation or 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.
- D. 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 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.
- E. 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.
- F. Upon separation from County employment or transfer to a management job classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.

- G. Unless otherwise specified, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 a.m.) and each workday shall be begin daily at midnight (12:01 a.m.).
- H. All Attorney job classifications covered under this Agreement are salaried employees and exempt from the overtime provisions of the FLSA. For payroll purposes, such employees are compensated on a bi-weekly salary basis, and need not submit documented time reports. The provisions of such salaried status are as follows: For the performance of prescribed duties, the employee receives a salary and is expected to work the necessary hours required to fulfill the responsibilities of the position; for absences of one (1) full workday or more, an employee will submit an exception document which deducts such time from the employee's applicable leave accruals; subject to approval by the department head, reasonable time off of amounts of less than one (1) full workday is authorized for personal use during normal work hours, without loss of salary. Salaried employees shall not receive compensation for standby or call back assignments.

10.7. STANDBY

- A. A department head may assign employees to standby. Professional 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. 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 call backs during scheduled standby time unless he/she 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 (1) 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 Section 10.7.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.
- B. Responding to a phone call when not required to respond to the 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.

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 up to a maximum of twelve (12) months upon approval by the Director of Support Services.

10.12. ATTORNEYS TIME OFF (ATO)

The County agrees to provide eighty (80) hours per calendar year (prorated) to full-time Attorneys in this Professional Unit to be used upon request to and approval by department management. If not used or cashed out under the annual vacation cash out provision provided in 13.9.C.2., it shall be forfeited at the end of the calendar year. It shall have no other cash value nor shall it accumulate from year to year if not utilized.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

11.1. MEDICAL PLAN

Employees and their eligible dependents may select medical insurance coverage from the available options under the County-approved California Public Employees' Retirement System (CalPERS) Medical Plans. Eligibility, participation, and enrollment shall be in accordance with the requirements set forth by the carrier and applicable law.

11.2. DENTAL PLAN

The County will provide a dental plan for all regular full-time and regular part-time employees. Employees and dependents may participate in the plan in accordance with the requirements set forth by the dental carrier (e.g., Delta Dental, Lincoln Dental). The County will adjust its monthly contribution to the dental premium by up to five dollars (\$5.00) annually effective with the first pay period which includes January 1st each year, should the Dental rates increase or decrease by that amount. Rate increases greater than those amounts will be absorbed by the employee.

11.3. BENEFIT AND CONTRIBUTION WAITING PERIOD

Eligibility for medical and dental insurance shall begin the first of the month following employment unless otherwise required by the insurance provider(s). County contributions towards medical and dental, as provided above, shall commence the first of the month following six (6) months of employment unless otherwise required by the insurance provider(s). Employees who are otherwise eligible for insurance coverage during their first six (6) months of employment and elect such coverage shall

pay the insurance premium(s) through payroll deductions. This provision shall not apply to employees recalled from layoff who were receiving the County contributions at the time of layoff.

11.4. CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS

The County maximum health contributions to the CalPERS-approved medical and the County maximum dental contributions during the term are available online at https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx.

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

- B. Beginning in December 2022 for premiums applied to January 2023, 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 contribution includes the PEMHCA minimum contribution.
 - (1) 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.

- C. Beginning in December 2023 for premiums applied to January 2024, the County will calculate its contributions based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold. The County contribution includes the PEMHCA minimum contribution. The employee is responsible for any medical premium costs exceeding the County contribution.

- D. Beginning in December 2024 for premiums applied to January 2025, 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 contribution includes the PEMHCA minimum contribution.

(1) Beginning in 2025, 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.

- D. For covered employees hired prior to January 1, 2017 (or prior to January 1, 2018 for the Social Worker and Alcohol & Drug Counselor job classifications that were added to the bargaining unit as part of the 2023 unit modification) who retire from active County service and have not elected to be covered under Article 11.12; the retiree medical premium will be paid as follows:
1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
 2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
 3. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Gold rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee Plus One, or Employee Plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.
- E. For covered employees hired on or after January 1, 2017 (or on or after January 1, 2018 for the Social Worker and Alcohol & Drug Counselor job classifications that were added to the bargaining unit as part of the 2023 unit modification) who retire from active County service; the retiree medical premium will be paid as follows:
1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
 2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

- F. 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 Union 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 Union, 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.

11.5. EMPLOYEES’ CONTRIBUTION TO RETIREE/ADMINISTRATIVE FEE

Except as provided in this Article any additional contribution necessary for the medical and dental plans and the retiree/administrative fee shall be paid by the employee through payroll deduction. The County shall pay one hundred percent (100%) of the fee.

Effective with the pay period beginning May 12, 2019, employees shall no longer reimburse the County for thirty percent (30%) of the fee on a bi-weekly basis.

11.6. ELIGIBILITY FOR RETIREE HEALTH BENEFITS

Unless otherwise required by the medical provider’s contract or modified through negotiations, 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.

11.7. VISION PLAN

The County will provide a vision plan for all regular full-time employees and regular part-time employees using the California Vision Plan A (\$15 copay) as the minimum standard. The County shall pay the premiums for all regular full-time and regular part-time employees. Employees may enroll their eligible dependents in the vision care program and pay the premiums through payroll deductions.

11.8. LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- A. The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 Accidental Death and Dismemberment Insurance (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 at the employee’s own expense.

11.9. 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.

11.10. COUNTY CONTRIBUTIONS WHILE ON LEAVE

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 Federal Family and Medical Leave Act ("FMLA"), the California Pregnancy Disability Leave Act, and the California Family Rights Act ("CFRA").

In cases where 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.

11.11. IRS SECTION 125 BENEFIT PLAN

- A. 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 subsequent updates. The Vendor may charge an administrative fee for flexible spending accounts which will be disclosed to employees before he/she completes the annual sign up. The County will not change the benefits or providers of this

plan without first seeking input from the Union.

- B. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Gold rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee Plus One, or Employee Plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.
- C. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

11.12 401(a) PLAN

Any covered employee hired on or after January 1, 2017 (or on or after January 1, 2018 for the Social Worker and Alcohol & Drug Counselor job classifications that were added to the bargaining unit as part of the 2023 unit modification), shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 11.4.B., but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement. However, any covered employee hired on or after January 1, 2017 (or on or after January 1, 2018 for the Social Worker and Alcohol & Drug Counselor job classifications that were added to the bargaining unit as part of the 2023 unit modification) can voluntarily elect to participate in the Section 401(a) Plan as provided in this Article.

Any covered employee who was hired prior to January 1, 2017 (or prior to January 1, 2018 for the Social Worker and Alcohol & Drug Counselor job classifications that were added to the bargaining unit as part of the 2023 unit modification), may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 11.4.B. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.B., the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 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.

11.13. 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.

11.14. 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 Federal Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

In cases where 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.

11.15. SUPPORT FOR LEGISLATIVE CHANGE

The parties agree that they will jointly support a modification to the California Government Code that will allow modifications to the Public Employees Hospital and Medical Care Act (PEHMCA), governing the vesting of health care benefits to retirees and other provisions. The modifications to be submitted to the legislature will be developed and agreed to by the parties and, perhaps representatives of other bargaining units prior to final drafting.

11.16. SPOUSE ACCOMMODATION, SPOUSE OR REGISTERED DOMESTIC PARTNER ACCOMMODATION

Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one

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

ARTICLE 12 RETIREMENT

12.1. CalPERS MISCELLANEOUS EMPLOYEES

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

12.2. CalPERS 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 CalPERS pension contributions through payroll deduction unless otherwise required by California state law.
- B. The County's contract with CalPERS provides the employee-paid portion of CalPERS contributions is made on a pre-tax basis.
- C. Effective the pay period following such time that the CalPERS retirement contract can be amended pursuant to Government Code section 20516(a), unit employees will pay an additional 1% of reportable compensation towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction on a pre-tax basis.

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 the pay period following such time that the CalPERS retirement contract can be amended pursuant to Government Code section 20516(a), 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.

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 months).
- B. **Change to average of highest three (3) years.** Employees hired after May 8, 2011, shall have their retirement based on the average monthly compensation for the highest three (3) 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 12th, 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 11th, Veterans Day
 - 9. The fourth Thursday in November, Thanksgiving Day
 - 10. The day following Thanksgiving Day

11. December 24th

12. December 25th

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. **Floating Holiday Hours.**

1. With Department Head or his/her designee approval, an employee may elect to use one full workday per calendar year of non-worked floating holiday pay based on the employee's current regular shift hours on the workday taken up to twelve (12) hours. The floating holiday must be used within the calendar year provided, does not carry over into the next calendar year, and has no cash value 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.

D. **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.

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

1. When an official holiday listed in 13.1.A. falls on a 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.

F. **Work On An Official Holiday.**

1. A regular employee who does not work a five (5) day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in section 13.1.A, shall earn

holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours up to a maximum of his/her regularly scheduled shift up to a maximum of 12 hours as full compensation for the official holiday. At employee's choice, the time and one-half (1/2) portion may be taken in pay or as Compensatory Time Off subject to the provisions of this article.

2. A regular employee who does not work a five (5) 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 up to a maximum of 12 hours if the majority of hours worked (fifty percent or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

G. Work on an Observed Holiday. An employee working on an observed holiday shall not be eligible to receive time and one-half (1/2) holiday compensation unless that employee works a five (5) day per week schedule with Saturdays and Sundays as normal days off.

H. Holiday Compensation.

1. Those employees working a five (5) 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 (5) 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.

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 paid 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, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, step grandchildren, foster children, 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.

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:

<u>Years of Service</u>	<u>% of Accrual Eligible</u>	<u>Maximum Cash Payment</u>
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 ½%	\$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 above. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

13.5. SICK LEAVE - CalPERS SERVICE CREDIT CONVERSION

The County's CalPERS contract allows miscellaneous employees to convert some or all of his/her accumulated, but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in Section 13.4. shall not be available for such conversion.

13.6. BEREAVEMENT LEAVE

- A. All employees are entitled up to five (5) workdays 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, brother-in-law, sister-in-law, grandparent, grandchild, step parent, 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) he/she 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. ELECTIONS VOLUNTEER DUTY

- A. With department head approval, a County employee who qualifies as a volunteer, who volunteers and is accepted to work on a County-run election, and who works for the entire Election Day, shall be released from his/her normal duty without loss of pay and benefits.
- B. As a volunteer, the employee is not eligible for overtime for such election work. The employee may; however, accept normal payment made to non-County employee election workers.

13.9. 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 six (6) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

<u>Years of Continuous Service</u>	<u>Vacation Hours Accrued per Hour</u>	<u>Equivalent Days per Year</u>	<u>Maximum Hours Accrued</u>
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 (1) 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 may be extended by the appointing authority according to standards in the County Personnel Rules.
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 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to twenty (20) hours – in five (5) whole hour increments - of accrued vacation leave, Attorney Time Off, or compensatory time so long as the following criteria are satisfied:

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.

- a. 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, Attorney Time Off, or compensatory time is to be cashed out.

Beginning in 2022 for the 2023 calendar year and going forward with each subsequent calendar year, unit employees eligible to Attorney Time Off may elect to receive payment for up to eighty (80) hours - in

five (5) whole hour increments - of accrued Attorney Time Off under the criteria provided in Section 2.a. above.

Beginning in 2023 for the 2024 calendar year and going forward with each subsequent calendar year, unit employees eligible to Attorney Time Off may elect to receive payment for up to one hundred and twenty (120) hours - in five (5) whole hour increments - of accrued Attorney Time Off, vacation leave or compensatory time off under the criteria provided in Section 2.a. above.

Where an employee has properly elected an intent to cash out accrued vacation, Attorney Time Off, 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 remaining cash out balances available.

If an employee who elected cash out fails to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Attorney Time Off
2. Compensatory Time Off
3. Vacation

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

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, Attorney Time Off, 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 *WORK-RELATED EXPENSES*

14.1. COUNTY PROPERTY

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

14.2. BAR DUES

The County will provide full payment of the total dues required in order for Attorneys to continue membership in the California Bar.

14.3. REIMBURSEMENT MEALS AND TRAVEL EXPENSES

Please refer to Chapter 20 of the County Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement.

14.4. CERTIFICATE/LICENSE REIMBURSEMENT

The County will reimburse employees the cost of certifications or licenses required for their positions and required to perform the essential functions of their job.

ARTICLE 15 *PROBATIONARY PERIOD*

15.1. INITIAL PROBATION

Upon initial appointment, all Professional 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. While on initial probation, an employee may not promote to another job classification (except in an unusual circumstance upon approval by the Director of Support Services).

15.2. PROMOTIONAL PROBATION

Upon promotion to a job classification with a higher salary schedule, a Professional Unit employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee will be returned to his/her previous job classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class, and the previous class was under the same appointing authority. A Professional Unit employee whose promotion under this section is to a job classification under a different appointing authority will be provided written notice that they may not have the ability to return to the prior position held if released during their probationary period. An employee on this type of probationary period shall receive a six-month performance review.

15.3. PROBATION ON TRANSFER OR DEMOTION

For good cause shown, a department head may require a twelve (12) month probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal. An employee on this type of probationary period shall receive a six (6) month performance review.

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, are casual workers, are serving in a seasonal or temporary appointment, or are 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:

- A. Absence without leave.
- B. Misfeasance, malfeasance, nonfeasance or neglect of duty.
- C. Incompetence.
- D. Inefficiency.
- E. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
- F. Negligent or willful damage to public property.
- G. Waste or misuse of public supplies or equipment.
- H. Discourteous treatment of members of the public or public officers or employees while on duty.
- I. 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.
- J. Use of alcohol or controlled substances which interferes with the employee's ability to perform his/her duties.
- K. Conviction of any criminal act involving moral turpitude.
- L. 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.
- M. Conduct unbecoming of 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.
- N. 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.

- O. Dishonesty, including, but not limited to, falsifying official records, embezzlement or theft.
- P. Fraud in obtaining County employment.
- Q. Violation of any of the provisions of the County Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law.
- R. Violation of the County's Sexual Harassment Policy.

16.3. BASIS FOR OTHER TERMINATION FOR CAUSE

- A. **Medical Inability.** An employee 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 (not disciplinary in nature).
- B. **Abandonment.** An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three (3) consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this Section shall have the availability of Sections 16.5.A., 16.5.B., and the introductory paragraph of Section 16.5.C. 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 ten (10) working days, appeal such action to the department head, or designee. Within ten (10) 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 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. Within ten (10) working days, 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 Sections A. and B. below. Following a review of the proposed disciplinary action, the management representative shall issue a decision based upon the facts and the employee's response. If any proposed disciplinary action is to be implemented, the decision shall include the specific findings made against the employee, the effective date of the action, and reference to this Article regarding possible further appeal.

If requested within ten (10) working days following receipt of the management representative's decision; further appeal shall include: Review by the County Director of Support Services (or his/her designee); referral to a Mediator from State Mediation and Conciliation Service if mutually agreed by the County and the employee's representative; and/or appeal of the matter pursuant to Section 16.5.C. below, or final presentation of the matter to the Board of Employee Appeals.

- C. **Severe Disciplinary Action, Discharge.** Proposed severe 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 whose employment is proposed to be terminated or termination for cause pursuant to Section 16.2. above shall be afforded the procedural protections of Section 16.5. below.

16.5. APPEAL PROCEDURES

For all employees, the below-listed procedures shall be the exclusive means of appeal available to 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 doubt 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, within ten (10) working days after receipt of this notice, the Union, on the employee's behalf, may request in writing an appeal in the manner set forth in

Section 16.5.C.3. below for Intermediate Disciplinary Action, or Section D. below for Severe Disciplinary Action – Discharge, or the employee may request in writing an appeal directly to the, a Board of Employee Appeals pursuant to the Personnel Rules, to contest the action of the management representative. The request must be filed with the Director of Support Services.

2. If, within the initial ten (10) working day appeal period no appeal is filed with the Director of Support Services, the action of management representative shall be considered conclusive.
3. Appeal of Intermediate Disciplinary Action. The Union, on behalf of employees who are disciplined with a suspension without pay, demotion, or reduction in base pay may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals. If, within the ten (10) working day appeal period, the Union, on behalf of the employee, files notice of appeal of such intermediate disciplinary action, then a time for an appeal hearing before a Hearing Officer 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, unless extended by mutual agreement of the County and the Union. The appeal must be filed by the Union with the Director of Support Services. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. Any such appeal before a Hearing Officer will be conducted pursuant to the following procedures:
 - a. The Hearing Officer will be a licensed attorney provided by an outside third-party entity (currently California Hearings Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Union.
 - b. All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
 - c. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
 - d. 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. Every witness shall declare by oath or affirmation that he/she will testify truthfully.

- e. Following the appeal hearing, the Hearing Officer shall issue an opinion to sustain, reject, or modify the employee's intermediate disciplinary action. Such opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue or issues presented to the Hearing Officer. The advisory opinion shall be emailed to the Board of Employee Appeals through the Clerk of the Board of Supervisors, with a copy emailed to the Director of Support Services, the Union, and the employee.
- f. Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Union or the County can request that the Board of Employee Appeals review the advisory opinion. Such request must be in writing and submitted to and received by the Clerk of the Board of Supervisors within this time frame, with a copy of the written request provided to the other party. If no such request for review is made within this time frame, the parties have therefore agreed to waive any further appeal of the underlying discipline and notwithstanding any language to the contrary in section 16.5.C.3(e) above, the Hearing Officer's decision will become final and shall be binding on the parties.
- g. If review of the advisory opinion is requested, the Board of Employee Appeals will review the advisory opinion and the record of the underlying appeal hearing before the Hearing Officer and will issue its decision within thirty (30) calendar days after completing that review. As part of the Board of Employee Appeals review of the advisory opinion, the following procedures will apply:
 - i. A copy of the record shall be made available to the parties. Costs for the preparation and copying of the record shall be split equally between the County and the Union.
 - ii. The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.

- h. In issuing its decision, the Board of Employee Appeals may do any of the following:
 - i. Adopt the proposed decision in its entirety.
 - ii. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - iii. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or a change of similar nature that does not affect the factual or legal basis of the proposed decision.
 - iv. Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals may decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

- 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 ten (10) working 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 agree to schedule the matter for review by the Director of Support Services and/or mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon source). Such review and/or mediation would be scheduled prior to a hearing before the Arbitrator with the goal of resolving the issue prior to the formal hearing before the Arbitrator.

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.

All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.

2. 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.
3. 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, he/she may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
4. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
5. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Union.
6. 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. He/she 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 (1) session without the mutual consent of the County and the Union.
7. 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. Pursuant to California Government Code section 3502, employees shall have the right to represent themselves individually in their employment relationship with the County. Individual employees shall have the right to present discipline appeals to the County and to have such appeals heard without representation by the Union up to the Board of Employee Appeals as provided by this Agreement.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1. CONTRACTING OUT

When the County elects to contract out work which is regularly performed by Professional 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 UPEC to afford an opportunity for prompt and timely discussion of the decision's impact on Professional 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. JOINT ISSUES FORUM

A member selected by the Union 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.

17.4. 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, CalPERS contribution status, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

17.5. ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY

County has implemented an Alcohol Free and Drug Free Policy in the Sheriff's Office which augments the normal County policy with regard to those subjects. With respect to those employees represented by UPEC, such Policy may not further burden the employees nor further intrude on their privacy beyond that which was agreed in bargaining without further negotiations with UPEC. A copy of the Policy is available from the Sheriff's Office. Nothing in this Section shall make the operation of such policy "grievable" under Article 18.

17.6. INVESTIGATION INTO CalPERS CREDIT FOR EXTRA HELP TIME

The parties agree to continue to investigate the ability of employees who have worked as Extra Help employees to purchase CalPERS service credit for that time. Should the County be satisfied that it will suffer no negative effects as a result of allowing such a purchase (including any extra cost or loss of flexibility) it will make arrangements to allow such purchase.

17.7. SAFETY REPORTING

The Shasta County Injury Illness Prevention Program (IIPP) Policy (available on the Support Services/Risk Management Intranet web site for reference) states that County employees are responsible for ensuring their own safety and the safety of others by bringing to the supervisors attention any activity, behavior, or unsafe condition which would cause injury or illness to others or damage property. The Union and the County agree that as an alternative to the supervisor, the employee may fulfill his/her responsibility by immediately bringing such matters to the attention of the Department Safety Coordinator (described as the Department Safety Representative in the IIPP).

17.8. EMPLOYEE ASSISTANCE PROGRAM

Employees are now eligible for coverage under the County's Employee Assistance Program. Basic Employee Assistance Program (EAP) benefits are provided under the County-paid contract with a third party contractor.

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. of the Personnel Rules, 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 (1) 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 he/she 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, he/she 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 Unit 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 a 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 agree to schedule the matter for mediation with a Mediator from the State Mediation and Conciliation Service (or another jointly agreed upon 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 before the Grievance Board.

18.4. GRIEVANCE BOARD

- A. The Grievance Board which shall act as neutrals and shall consist of three (3) members as follows:
 - 1. A department head or assistant department head of a County department other than that in which the aggrieved employee is assigned, to be appointed by the County Executive Officer;
 - 2. A County employee represented and designated by the Union; and
 - 3. The Director of Support Services or his/her 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 Director of Support Services.
- 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 Unit 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 Unit.

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/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 goods 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 (1) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (2) 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 (3) 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 (3) 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 County Personnel Rules, 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 County Personnel Rules are covered by this Article:
 - A. Voluntary Time Off Without Pay.
 - B. Leaves of Absence.

- C. Drug/Alcohol Testing Policy (as revised in 2006 bargaining).
- D. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.
- E. Layoff Provisions.
- F. Vehicle Operations Policy.
- G. Travel and Reimbursement Policy (would delete relevant section above).

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. SUPERSESION


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:

FOR UNITED PUBLIC EMPLOYEES OF CALIFORNIA:



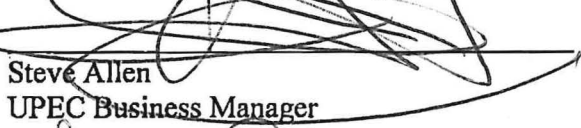
Gage Dungy
Chief Negotiator



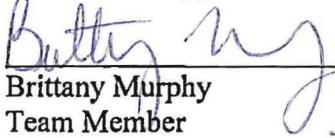
Ron Copeland
Chief Negotiator



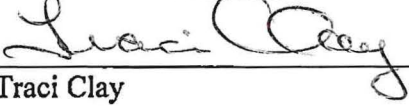
Monica Fugitt
Director of Support Services




Steve Allen
UPEC Business Manager



Brittany Murphy
Team Member



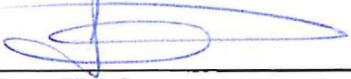
Traci Clay
Team Member



Kristen Racki
Team Member



Nolan Weber
Team Member



Fern Hastings
Team Member

9/12/23

Date

**ATTACHMENT A
UPEC PROFESSIONAL BARGAINING UNIT SALARY FOR MOU TERM**

Job Title	Range	Current as of 05/01/2023	
		Monthly A	Monthly F
AGRIC & STDS INVEST I	447	4019	5130
AGRIC & STDS INVEST II	467	4432	5656
AGRIC & STDS INVEST III	487	4886	6236
AIR POLLUTION INSPECTOR I	456	4200	5361
AIR POLLUTION INSPECTOR II	486	4863	6206
ALCOHOL AND DRUG COUNSELOR I	414	3422	4368
ALCOHOL AND DRUG COUNSELOR II	444	3961	5056
ASSIST ENGINEER	546	6516	8317
ASSIST PLANNER	459	4262	5440
ASSISTANT SOCIAL WORKER	429	3681	4699
ASSOCIATE ENGINEER	603	8606	10984
ASSOCIATE PLANNER	489	4934	6297
AUDITOR APPRAISER I	461	4304	5493
AUDITOR APPRAISER II	491	4982	6359
AUDITOR APPRAISER III	502	5257	6710
CERTIFIED MEDICAL ASSISTANT	387	2999	3828
CERTIFIED OCCUP THERAPY ASSIST	473	4563	5824
CHILD SUPPORT ATTORNEY I	557	6876	8776
CHILD SUPPORT ATTORNEY II	582	7768	9915
CHILD SUPPORT ATTORNEY III	614	9081	11590
CLINICAL PSYCHOLOGIST I	531	6056	7730
CLINICAL PSYCHOLOGIST II	551	6677	8522
CLINICAL PSYCHOLOGIST III	571	7362	9396
DEPUTY DISTRICT ATTORNEY I	557	6876	8776
DEPUTY DISTRICT ATTORNEY II	582	7768	9915
DEPUTY DISTRICT ATTORNEY III	614	9081	11590
DEPUTY PUBLIC DEFENDER I	557	6876	8776
DEPUTY PUBLIC DEFENDER II	582	7768	9915
DEPUTY PUBLIC DEFENDER III	614	9081	11590
ENVIRON HEALTH SPECIALIST	489	4934	6297
ENVIRON HEALTH SPECIALIST TRNE	459	4262	5440
INVESTIGATIVE SERVICES ANALYST	466	4411	5629
JUNIOR ENGINEER	522	5796	7398
LICENSED PHYSICAL THERAP ASST	473	4563	5824
LICENSED VOCATIONAL NURSE	453	4139	5283
MENTAL HLTH CLINICIAN I	511	5493	7011
MENTAL HLTH CLINICIAN II	531	6056	7730
MENTAL HLTH CLINICIAN III	551	6677	8522
NURSE PRACTITIONER I	617	9214	11761
NURSE PRACTITIONER II	647	10667	13615
OCCUPATIONAL THERAPIST I	540	6328	8077
OCCUPATIONAL THERAPIST II	560	6977	8905
PHYSICAL THERAPIST I	540	6328	8077

PHYSICAL THERAPIST II	560	6977	8905
PHYSICIAN ASSISTANT I	617	9214	11761
PHYSICIAN ASSISTANT II	647	10667	13615
PUBLIC HLTH MICROBIOLOGIST I	535	6176	7882
PUBLIC HLTH MICROBIOLOGIST II	545	6485	8276
PUBLIC HLTH MICROBIOLOGIST III	555	6809	8690
PUBLIC HLTH MICROBIOLOGIST TRN	483	4791	6116
PUBLIC HLTH NURSE I	528	5969	7618
PUBLIC HLTH NURSE II	558	6910	8819
PUBLIC HLTH NURSE III	568	7255	9260
PUBLIC HLTH NUTRITIONIST I	487	4886	6236
PUBLIC HLTH NUTRITIONIST II	502	5257	6710
REAL PROPERTY APPRAISER I	452	4119	5257
REAL PROPERTY APPRAISER II	482	4768	6086
REAL PROPERTY APPRAISER III	502	5257	6710
REGISTERED NURSE (PUBLIC HLTH)	530	6027	7693
SENIOR AIR POLLUTION INSPECTOR	547	6548	8357
SENIOR ENVIRON HLTH SPECIALIST	547	6548	8357
SENIOR PLANNER	547	6548	8357
SENIOR SOCIAL WORKER	484	4816	6146
SENIOR SPEC REAL PROP APP	522	5796	7398
SOCIAL WORKER	459	4262	5440
STAFF NURSE I	540	6328	8077
STAFF NURSE II	550	6645	8482
WASTE MANAGEMENT SPECIALIST	547	6548	8357

**ATTACHMENT B
UPEC PROFESSIONAL BARGAINING UNIT SALARY FOR MOU TERM**

Job Title	Range	As of pay period beginning 09/10/2023	
		Monthly A	Monthly F
AGRIC & STDS INVEST I	447	4120	5258
AGRIC & STDS INVEST II	467	4542	5798
AGRIC & STDS INVEST III	487	5008	6392
AIR POLLUTION INSPECTOR I	456	4305	5495
AIR POLLUTION INSPECTOR II	486	4984	6361
ALCOHOL AND DRUG COUNSELOR I	414	3507	4477
ALCOHOL AND DRUG COUNSELOR II	444	4060	5183
ASSIST ENGINEER	546	6679	8525
ASSIST PLANNER	459	4369	5576
ASSISTANT SOCIAL WORKER	429	3773	4816
ASSOCIATE ENGINEER	603	8821	11259
ASSOCIATE PLANNER	489	5057	6455
AUDITOR APPRAISER I	461	4412	5630
AUDITOR APPRAISER II	491	5107	6518
AUDITOR APPRAISER III	502	5389	6878
CERTIFIED MEDICAL ASSISTANT	387	3074	3924
CERTIFIED OCCUP THERAPY ASSIST	473	4677	5970
CHILD SUPPORT ATTORNEY I	557	7048	8995
CHILD SUPPORT ATTORNEY II	582	7962	10163
CHILD SUPPORT ATTORNEY III	614	9308	11880
CLINICAL PSYCHOLOGIST I	531	6207	7923
CLINICAL PSYCHOLOGIST II	551	6844	8735
CLINICAL PSYCHOLOGIST III	571	7546	9631
DEPUTY DISTRICT ATTORNEY I	557	7048	8995
DEPUTY DISTRICT ATTORNEY II	582	7962	10163
DEPUTY DISTRICT ATTORNEY III	614	9308	11880
DEPUTY PUBLIC DEFENDER I	557	7048	8995
DEPUTY PUBLIC DEFENDER II	582	7962	10163
DEPUTY PUBLIC DEFENDER III	614	9308	11880
ENVIRON HEALTH SPECIALIST	489	5057	6455
ENVIRON HEALTH SPECIALIST TRNE	459	4369	5576
INVESTIGATIVE SERVICES ANALYST	466	4521	5770
JUNIOR ENGINEER	522	5941	7583
LICENSED PHYSICAL THERAP ASST	473	4677	5970
LICENSED VOCATIONAL NURSE	453	4242	5415
MENTAL HLTH CLINICIAN I	511	5630	7186
MENTAL HLTH CLINICIAN II	531	6207	7923
MENTAL HLTH CLINICIAN III	551	6844	8735
NURSE PRACTITIONER I	617	9445	12055
NURSE PRACTITIONER II	647	10934	13956
OCCUPATIONAL THERAPIST I	540	6486	8279
OCCUPATIONAL THERAPIST II	560	7151	9128
PHYSICAL THERAPIST I	540	6486	8279
PHYSICAL THERAPIST II	560	7151	9128

PHYSICIAN ASSISTANT I	617	9445	12055
PHYSICIAN ASSISTANT II	647	10934	13956
PUBLIC HLTH MICROBIOLOGIST I	535	6330	8079
PUBLIC HLTH MICROBIOLOGIST II	545	6647	8483
PUBLIC HLTH MICROBIOLOGIST III	555	6979	8908
PUBLIC HLTH MICROBIOLOGIST TRN	483	4911	6268
PUBLIC HLTH NURSE I	528	6118	7808
PUBLIC HLTH NURSE II	558	7082	9040
PUBLIC HLTH NURSE III	568	7436	9491
PUBLIC HLTH NUTRITIONIST I	487	5008	6392
PUBLIC HLTH NUTRITIONIST II	502	5389	6878
REAL PROPERTY APPRAISER I	452	4222	5389
REAL PROPERTY APPRAISER II	482	4887	6238
REAL PROPERTY APPRAISER III	502	5389	6878
REGISTERED NURSE (PUBLIC HLTH)	530	6178	7885
SENIOR AIR POLLUTION INSPECTOR	547	6712	8566
SENIOR ENVIRON HLTH SPECIALIST	547	6712	8566
SENIOR PLANNER	547	6712	8566
SENIOR SOCIAL WORKER	484	4936	6299
SENIOR SPEC REAL PROP APP	522	5941	7583
SOCIAL WORKER	459	4369	5576
STAFF NURSE I	540	6486	8279
STAFF NURSE II	550	6811	8694
WASTE MANAGEMENT SPECIALIST	547	6712	8566

**ATTACHMENT C
UPEC PROFESSIONAL BARGAINING UNIT SALARY FOR MOU TERM**

Job Title	Range	As of pay period beginning 05/05/2024	
		Monthly A	Monthly F
AGRIC & STDS INVEST I	447	4223	5390
AGRIC & STDS INVEST II	467	4656	5943
AGRIC & STDS INVEST III	487	5133	6552
AIR POLLUTION INSPECTOR I	456	4413	5632
AIR POLLUTION INSPECTOR II	486	5109	6520
ALCOHOL AND DRUG COUNSELOR I	414	3595	4589
ALCOHOL AND DRUG COUNSELOR II	444	4162	5312
ASSIST ENGINEER	546	6846	8738
ASSIST PLANNER	459	4478	5715
ASSISTANT SOCIAL WORKER	429	3868	4937
ASSOCIATE ENGINEER	603	9041	11540
ASSOCIATE PLANNER	489	5184	6616
AUDITOR APPRAISER I	461	4522	5771
AUDITOR APPRAISER II	491	5235	6681
AUDITOR APPRAISER III	502	5523	7050
CERTIFIED MEDICAL ASSISTANT	387	3151	4022
CERTIFIED OCCUP THERAPY ASSIST	473	4794	6119
CHILD SUPPORT ATTORNEY I	557	7224	9220
CHILD SUPPORT ATTORNEY II	582	8161	10417
CHILD SUPPORT ATTORNEY III	614	9541	12177
CLINICAL PSYCHOLOGIST I	531	6363	8121
CLINICAL PSYCHOLOGIST II	551	7015	8954
CLINICAL PSYCHOLOGIST III	571	7735	9872
DEPUTY DISTRICT ATTORNEY I	557	7224	9220
DEPUTY DISTRICT ATTORNEY II	582	8161	10417
DEPUTY DISTRICT ATTORNEY III	614	9541	12177
DEPUTY PUBLIC DEFENDER I	557	7224	9220
DEPUTY PUBLIC DEFENDER II	582	8161	10417
DEPUTY PUBLIC DEFENDER III	614	9541	12177
ENVIRON HEALTH SPECIALIST	489	5184	6616
ENVIRON HEALTH SPECIALIST TRNE	459	4478	5715
INVESTIGATIVE SERVICES ANALYST	466	4634	5914
JUNIOR ENGINEER	522	6090	7773
LICENSED PHYSICAL THERAP ASST	473	4794	6119
LICENSED VOCATIONAL NURSE	453	4348	5550
MENTAL HLTH CLINICIAN I	511	5771	7366
MENTAL HLTH CLINICIAN II	531	6363	8121
MENTAL HLTH CLINICIAN III	551	7015	8954
NURSE PRACTITIONER I	617	9681	12356
NURSE PRACTITIONER II	647	11207	14304
OCCUPATIONAL THERAPIST I	540	6648	8486
OCCUPATIONAL THERAPIST II	560	7330	9356
PHYSICAL THERAPIST I	540	6648	8486
PHYSICAL THERAPIST II	560	7330	9356

PHYSICIAN ASSISTANT I	617	9681	12356
PHYSICIAN ASSISTANT II	647	11207	14304
PUBLIC HLTH MICROBIOLOGIST I	535	6488	8281
PUBLIC HLTH MICROBIOLOGIST II	545	6813	8695
PUBLIC HLTH MICROBIOLOGIST III	555	7153	9130
PUBLIC HLTH MICROBIOLOGIST TRN	483	5034	6425
PUBLIC HLTH NURSE I	528	6271	8003
PUBLIC HLTH NURSE II	558	7259	9265
PUBLIC HLTH NURSE III	568	7622	9729
PUBLIC HLTH NUTRITIONIST I	487	5133	6552
PUBLIC HLTH NUTRITIONIST II	502	5523	7050
REAL PROPERTY APPRAISER I	452	4327	5523
REAL PROPERTY APPRAISER II	482	5010	6394
REAL PROPERTY APPRAISER III	502	5523	7050
REGISTERED NURSE (PUBLIC HLTH)	530	6332	8082
SENIOR AIR POLLUTION INSPECTOR	547	6879	8781
SENIOR ENVIRON HLTH SPECIALIST	547	6879	8781
SENIOR PLANNER	547	6879	8781
SENIOR SOCIAL WORKER	484	5060	6457
SENIOR SPEC REAL PROP APP	522	6090	7773
SOCIAL WORKER	459	4478	5715
STAFF NURSE I	540	6648	8486
STAFF NURSE II	550	6981	8911
WASTE MANAGEMENT SPECIALIST	547	6879	8781