

MEMORANDUM OF UNDERSTANDING

between

**THE REPRESENTATIVES OF THE
COUNTY OF TEHAMA**

and

**THE REPRESENTATIVES OF THE
JOINT COUNCIL OF
INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS, LOCAL
39, AFL-CIO, AND SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1292, AFL-CIO**

Effective: July 1, 2004

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1 Preamble	4
2 Recognition	4
3 Union Security	4
4 Union Communication/Meetings	4
5 Management Rights	5
6 Employee Lists	6
7 Employee Status	6
8 Hours of Work and Overtime	7
9 Compensation	9
10 Compensation Study	10
11 Bilingual Pay	10
12 Shift Differential	11
13 On-Call/Stand-By/Call-Back Compensation	11
14 Out-of-Class Compensation	12
15 Out-of-Class Assignment to Unrepresented Position	12
16 Employee Incentive Program	13
17 Direct Deposit	13
18 Expenses	13
19 Payroll Errors	14
20 Group Health Insurance	14
21 Retirement Benefits	15
22 Deferred Compensation	16
23 Safety Shoes	16
24 Open Position Postings	16
25 Promotion/Lateral Transfer	16
26 Holidays	17
27 Vacation	18

<u>Article</u>	<u>Page</u>
28 Sick Leave	20
29 Bereavement Leave	21
30 Court Leave	22
31 Continuing Education	22
32 Leave of Absence	23
33 Industrial Injury and Illness	24
34 Workplace Safety	25
35 Seniority	25
36 Layoff	26
37 Personnel Records	28
38 Performance Evaluations	29
39 Contract Dispute Resolution	29
40 Discipline	31
41 Work Stoppages/Concerted Action	33
42 Emergency Provision	33
43 Addresses for Notice	33
44 Effect of Memorandum of Understanding	34
45 Entire Agreement	34
46 Savings Provision	34
47 Term	34
Signature Page	35
Exhibit "A", Range Assignments	36
Exhibit "A-1", Schedule of Wage Rates effective 07/01/04	40
Exhibit "A-2", Schedule of Wage Rates effective 01/01/06	43
Exhibit "A-3", Schedule of Wage Rates effective 02/16/06	46
Exhibit "A-4", Schedule of Wage Rates effective 04/16/06	49
Exhibit "A-5", Schedule of Wage Rates effective 01/01/07	52
Exhibit "A-6", Schedule of Wage Rates effective 01/01/08	55

ARTICLE 1 -- PREAMBLE

This agreement, hereinafter referred to as Memorandum of Understanding entered into by the County of Tehama, hereinafter referred to as the County, and the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO, hereinafter referred to as the Union; has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of a peaceful procedure for the resolution of differences; and the establishment of wages, hours and other conditions of employment. The term "agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

ARTICLE 2 -- RECOGNITION

The County recognizes the Union as the Exclusive Representative of all employees of the County who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. Excluded from this unit of employees are all management, confidential, temporary, and extra-help employees, subject to limitations and exclusions as set forth in the County of Tehama Employer-Employee Relations Resolution (Resolution No. 66-2003). The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the County for whom the Union is the established Exclusive Representative.

ARTICLE 3 – UNION SECURITY

In lieu of an election to determine employee support for an agency shop arrangement pursuant to Section 3502.5 (b) of the Meyers-Milias-Brown Act, the County is willing to accept the Joint Council's proposal to submit signature cards showing employee support to an impartial third party (State Mediation and Conciliation Service). A showing of majority support of employees in the Miscellaneous Bargaining Unit is acceptable in lieu of requiring an election. The signature cards must have been signed and dated from a point in time following recognition of the Joint Council by the County as the exclusive bargaining agent for the Miscellaneous Bargaining Unit. The Joint Council shall indemnify and hold the County harmless against any liability arising from any claims, demands, or other actions relating to the County's compliance with the Agency Fee obligation, in accordance with Government Code Section 3502.5. All other provisions of Section 3502.5, et seq., regarding Agency Shop and its implementation will be complied with.

ARTICLE 4 – UNION COMMUNICATIONS AND MEETINGS

- 4.1 The Union may use County conference rooms and similar building facilities for meetings with employees in the unit it represents, may post materials related to official Union business on bulletin boards which have been provided for their use, and may visit work locations to confer with its members regarding

grievances or other business within the scope of representation or otherwise provided for within this Agreement.

- 4.2 Use of County meeting facilities requires at least twenty-four (24) hours' advance notice to the appropriate County official and is subject to County use of such facilities provided, however, that once scheduled, such Union meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of facilities as provided by this section
- 4.3 Stewards may use the County's electronic mail system, if available, for purposes of releasing announcements as to Union functions and meetings which affect represented employees. Unless there are extenuating circumstances, the department head or designee shall be apprised in writing of the nature of the announcement prior to distribution. Stewards and bargaining team members may use physical mailboxes, if available, for distribution of Union newsletters. If physical mailboxes are not available, such newsletters may be distributed to represented employees at their work stations.
- 4.4 Other than the processing of specific grievances, Union business will not be conducted on County time.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 Subject to applicable provisions of law and this Memorandum of Understanding, it is understood and agreed that the County retains all of its powers and authority to direct, manage, and control County operations to the full extent of the law. Further, it is agreed by the parties that County Rights include, by way of illustration, the following: (a) the full and exclusive control of the management of the County; (b) the supervision of all operations, methods, processes and means of performing any and all work; (c) the control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces; (d) the right to determine the work to be done by employees consistent with past practices and job descriptions; (e) the right to change or introduce new or improved operations, methods, means or facilities; (f) the right to establish budget procedures and financial allocations; (g) the right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and reduce work hours of employees; (h) the right to suspend, discipline and discharge employees; (i) the right to contract out work to be done or services to be rendered consistent with past practices and after evaluating costs, meeting and consulting with the Union over the decision to contract out and meeting and conferring with the Union the impact thereof; (j) the right to transfer work into or out of the bargaining unit after meeting and conferring with the Union over such decision; (k) the right to otherwise maintain an orderly, effective and efficient operation.

- 5.2 The County's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules and regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 6 – EMPLOYEE LISTS

The County agrees to provide to the Union each pay period a copy of the Deduction Register itemizing the employee names and amounts collected for dues on behalf of Union. In addition, the County agrees to provide a Name Cross Reference Report (employee listing Pentamation standard report format) showing employee name, department, class title, unit, hire date, termination date.

ARTICLE 7 – EMPLOYEE STATUS

- 7.1 Employees will be designated as regular or probationary:
- a. A regular employee is one who has served either an initial probationary period of six (6) months after first being hired by the County or who is serving a probationary period following a promotion to a position compensated at a higher level than that of the classification held prior to the promotion. A regular employee is entitled to all the rights and benefits afforded under this Agreement.
 - b. A probationary employee is defined as an employee hired for a position that has been regularly established as an authorized position pursuant to the Board of Supervisors' position allocation resolution. The probationary period is considered an extension of the selection process. Upon satisfactory completion of the probationary period, an employee shall be given the status of a regular employee. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive workdays.
- 7.2 A probationary employee is entitled to all other rights and benefits afforded by this Agreement but is not entitled to notice of intent to impose discipline or to appeal imposed discipline. Employees hired and employed pursuant to conditions and regulations imposed by the State Merit System will serve a probationary period whose length is defined by that system.
- 7.3 All promotional appointments will be probationary for six months except as otherwise provided herein. Whenever an employee's promotional appointment is terminated during the probationary period, the employee shall either be returned to the previous classification in which the probationary period was completed or to another classification which is mutually acceptable. An employee who has

completed a six- (6-)month probationary period and is to be displaced by an employee who has failed a promotional probationary period longer than six (6) months shall have a right to return to the classification held prior to the promotion, or to another classification the employee would otherwise have occupied, if any.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.1 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the County.
- 8.2 The regular workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and a basic workweek is defined to consist of five (5) workdays of eight (8) hours each, or four (4) workdays of ten (10) hours each. The County may also implement a 9/80 work schedule and make corresponding changes to the workweek to facilitate that schedule. The work schedule may be modified from time to time by the County as required by operational needs. The basic workweek may begin on any day of the week or at any hour of the day during the workweek in accordance with the Fair Labor Standards Act (FLSA).
- 8.3 Employees shall be permitted a lunch period of not fewer than thirty (30) minutes or more than one (1) hour which shall be scheduled generally in the middle of the work shift.
- 8.4 Full-time employees shall be entitled to one (1) fifteen- (15-)minute compensated rest break during the first half of their work shift and one (1) fifteen- (15-)minute compensated rest break during the last half of the work shift.
 - a. Part-time employees who work six or fewer hours per day shall be entitled to one fifteen- (15-)minute break per day.
 - b. Rest breaks shall be observed as determined by the employee's immediate supervisor and shall not be accumulated or used to shorten the work day or lengthen the meal period.
- 8.5 A regular employee shall be given at least five (5) work days' written notice prior to a permanent change in her or his assigned hours of work or lunch hour. The notice requirement shall not apply to temporary or emergency assignments of fewer than ten (10) working days.
- 8.6 Whenever it is necessary for an employee to work beyond his or her normal work shift in excess of two (2) consecutive hours, he or she shall be granted an additional compensated rest break of fifteen (15) minutes.

- 8.7 Lunch periods shall not be counted as time worked except for those employees whose lunch period includes the actual performance of assigned duties such as employees who work a straight eight- (8-)hour shift.
- 8.8 Hours of work include time spent in training when an employee is ordered by the County to attend training outside her or his normal work day/week. Training which takes place during off-duty hours where attendance is voluntary is not hours worked.
- 8.9 Overtime is defined as time worked in excess of forty (40) hours in a workweek, in accordance with the FLSA as implemented by the County. However, subject to the provisions of Article 26 ("Holidays"), overtime is also defined as time worked on the County holidays of Thanksgiving and/or December 25th. Overtime shall be computed to the next one-quarter (1/4) hour whenever any part of the quarter hour is worked.
- 8.10 An employee's request for a 9/80 or 4/10 work schedule shall not be unreasonably denied. The request will be reviewed by the department head or designee in the context of the desire of the employee and the operational needs of the department and its ability to provide effective services to its constituents. Denial of a 9/80 or 4/10 work schedule, or rescission of same, is not grievable.
- 8.11 Overtime compensation shall be paid at one and one-half (1.5) times the employee's regular rate of pay or at the department's option, the employee shall receive time off at the rate of one and one-half (1.5) hours off for each overtime hour worked. Compensatory time off with pay shall be at the request of the employee and scheduled by the employee's supervisor in accordance with the provisions of the FLSA. The maximum compensatory time off available for any employee at any time shall be limited to one hundred twenty (120) hours. Accumulated compensatory time in excess of one hundred twenty (120) hours shall be paid to the employee in the payroll immediately following the excess accumulation. Employees whose employment with the County is terminated for any reason shall, at the time of termination, receive payment for any unused compensatory time off previously earned.
- 8.12 Overtime work will be distributed on an equitable basis among eligible employees who have volunteered to be available for overtime work. In the absence of volunteers from among eligible employees, the department head or designee will assign overtime work to eligible employees to meet the operational needs of the department. The department head or designee will take into consideration an employee's request not to work overtime if the employee has already worked more than forty (40) hours in that week or if the employee will suffer an economic penalty for having stayed at work to work overtime.

ARTICLE 9 -- COMPENSATION

- 9.1 Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it. The effective date of promotion to a new classification shall be the first day of the pay period following qualification for the promotion. After one (1) full year of employment on salary steps A, B, C, or D, and with employee evaluations of satisfactory or better which have been approved by the employee's Department Head, an employee shall be advanced to the next salary step effective the first day of the month following completion of one (1) full year of service in the previous step. When an employee is promoted to a higher-paying classification, the employee shall be placed on the step of the new classification which is at least four percent (4%) higher than the employee's former pay rate. In no event shall an employee be placed on a pay rate higher than E.
- 9.2. Employees hired on or before June 30, 1990, were eligible for salary step EL after five (5) full years of service at salary step E. These employees were then and continue to be covered by the following provisions:
- a. If these employees are promoted to a higher-paying classification, they shall be placed on the step of the new classification which is at least four percent (4%) higher than their former pay rate. In no event shall an employee be placed on a pay rate higher than EL. After five (5) full years of service at salary step E, an employee shall be advanced to salary step EL.
 - b. If these employees transfer to a County class at the same pay range as their current class or voluntarily demote to a County class with a lower pay range they shall retain earned seniority toward the EL step. If these employees are currently in the EL step they shall retain the EL step in the classification to which the employee has transferred or voluntarily demoted.
- 9.3 Wages shall be paid at semi-monthly intervals on the tenth (10th) and twenty-fifth (25th) of each month for pay periods as applicable, ending on the fifteenth (15th) and the last day of each month. If a payday falls on a holiday or a weekend, then payment shall be made on the preceding workday of the Auditor's Office.
- 9.4 Wage range assignments for represented classifications will be shown in Exhibit "A", with dollar values when agreement is reached shown in Exhibit "A-1," "A-2," "A-3," "A-4," "A-5," and "A-6".
- 9.5 The wage rates for each classification listed in Exhibit "A-I" shall be increased by three percent (3%) effective January 1, 2006, assuming approval by the Board of Supervisors at its January 10, 2006, meeting.

- 9.6 The wage rates for each classification listed in Exhibit "A-2" shall be increased by one and one-half percent (1 ½%) effective February 16, 2006, assuming approval by the Board of Supervisors at its January 10, 2006, meeting.
- 9.7 The wage rates for each classification listed in Exhibit "A-3" shall be increased by three percent (3%) effective April 16, 2006, assuming approval by the Board of Supervisors at its January 10, 2006, meeting.
- 9.8 The wage rates for each classification listed in Exhibit "A-4" shall be increased by one and one-half percent (1 ½%) effective January 1, 2007, assuming approval by the Board of Supervisors at its January 10, 2006, meeting.
- 9.9 The wage rates for each classification listed in Exhibit "A-5" shall be increased by three percent (3%) effective January 1, 2008, assuming approval by the Board of Supervisors at its January 10, 2006, meeting.

ARTICLE 10 – COMPENSATION STUDY

Between January 1, 2007, and January 31, 2008, the County will conduct a compensation study covering the represented classifications in the bargaining unit. A limited classification review may be initiated prior to conducting the compensation study. Upon the Union's request, the County will meet and confer with the Union over the scope of the study prior to its initiation.

The County and Union agree to meet and confer over the findings of the compensation study as part of negotiations for a successor agreement. However, such an agreement to meet and confer does not constitute agreement to implement the results of the compensation study by the County.

ARTICLE 11 – BILINGUAL PAY

- 11.1 The County authorizes bilingual pay for specific positions when it is determined to be necessary to meet a department's responsibilities in providing direct public contact, either orally or in writing. In those instances, a separate bilingual classification is developed for the specific position(s). See Exhibit "A." Employees selected to fill the designated position(s) are tested to ensure that they possess the necessary skills to provide bilingual services. All employees being considered for bilingual premium pay will be tested using the Merit Systems bilingual written/oral proficiency test to determine their eligibility to receive bilingual pay. Merit Systems will grade the test, and the County will set the pass point.
- 11.2 When the County identifies a position not shown in the classifications listed in Exhibit "A," it will test the incumbent or applicants for the position using the Merit Systems-approved examination. Any employee not receiving bilingual pay who

believes he or she uses bilingual skills in providing direct public contact, either orally or in writing, may make written application to his or her department head for bilingual designation and eligibility for bilingual compensation. The employee will be entitled to a response from the department head within fifteen (15) working days.

- 11.3 Bilingual pay rates for newly created bilingual classifications will be established by increasing the range assignment by three (3) ranges (approximately 7.5%) over the base classification.

ARTICLE 12 – SHIFT DIFFERENTIAL

An employee assigned to work eight (8) contiguous hours commencing a shift at 2:30 p.m. or later will receive shift differential at a rate of forty cents (\$0.40) per hour for each hour actually worked. An employee assigned to work eight (8) contiguous hours commencing a shift between 10:30 p.m. and 2:00 a.m. will receive shift differential at a rate of seventy-five cents (\$0.75) per hour for each hour actually worked.

ARTICLE 13 – ON-CALL/STAND-BY/CALL-BACK COMPENSATION

- 13.1 An employee assigned to be on-call, either by remaining within phone contact or by carrying a beeper or cellular phone issued by the County during non-duty hours which are not compensable under FLSA, will receive on-call/stand-by compensation at the rate of two (2) hours' pay at the straight-time rate for each eight (8) hours of stand-by time. Stand-by compensation will be prorated for less than a full eight (8) hours if the employee is in on-call status for fewer than eight (8) hours.
- 13.2 An employee who, while in on-call status, receives a work-related telephone call will, in addition to the on-call/stand-by compensation, receive the employee's regular rate of pay for the time required to take the telephone call unless the employee is entitled to overtime as defined within this Agreement within Article 8.
- 13.3 An employee who, while in on-call status, is required to respond in person to a call-back to work will be paid a minimum of two (2) hours' compensation at the straight-time rate no matter the length of time required to respond in person unless the time required is more than two (2) hours, in which case the employee will be compensated for actual hours worked. If during such call-back the employee is entitled to overtime as defined in Article 8, the employee will receive one-and-one half times the employee's regular rate of pay for each hour worked in call-back, or, at the department's election, compensated time off at the same rate, or two (2) hours at the straight-time rate, whichever is greater.
- 13.4 On-call/stand-by time is not to be compensated when an employee is receiving regular or overtime wages.

ARTICLE 14 – OUT-OF-CLASS COMPENSATION

- 14.1 An employee temporarily assigned to perform the duties of a classification paid at a lower rate than the employee's classification will suffer no loss of compensation as a result of such assignment.
- 14.2 An employee temporarily assigned to perform the duties of a higher paid classification, other than for training purposes, will be paid at the step of the higher classification which is at least four percent (4%) higher than the compensation rate the employee was receiving prior to the temporary assignment. An employee so assigned shall be considered to be "temporarily promoted for pay purposes only." Out of class assignments must be for a minimum of one (1) regularly scheduled work day. The one-day minimum does not prevent the County from assigning periodic or de minimus duties from a higher classification.
- 14.3 Probationary employees are not eligible for nor will they be given out of class work assignments.
- 14.4 An employee assigned to work temporarily in a higher paid classification not listed in Exhibit "A" of this Memorandum of Understanding shall receive no more than a fifteen-percent (15%) pay rate increase above the employee's regular pay rate while he or she is temporarily assigned to the duties of the higher paid classification.
- 14.5 When an employee is temporarily assigned to work out of class, only actual hours worked and holiday hours are to be compensated at the temporarily assigned pay rate. However, when an out-of-class assignment is thirty (30) or more consecutive calendar days in length, the employee will be paid at the out-of-class rate for any time in paid status for all subsequent days beyond the initial thirty (30) consecutive day assignment.
- 14.6. Employees who are temporarily assigned to a higher-paying classification for training purposes for up to a cumulative total of twenty (20) working days per fiscal year shall not receive any additional compensation by reason of such temporary assignments. "Training purposes" as used herein shall not be primarily for the purpose of production or to fill a vacant position. The County will notify the employee it intends to place in a temporary training position as defined herein prior to the assignment and may not retrospectively inform the employee that he/she had been so assigned.

ARTICLE 15 – OUT-OF-CLASS ASSIGNMENT TO UNREPRESENTED POSITION

When an employee is assigned to work temporarily in a higher paid classification which is not listed in Exhibit "A" of this Memorandum of Understanding, the employee shall

receive no more than a fifteen percent (15%) pay rate increase above the employee's regular pay rate while he/she is temporarily assigned to the duties of the higher paid classification.

ARTICLE 16 – EMPLOYEE INCENTIVE PROGRAM

- 16.1 Sixty (60) days following the ratification of the Agreement, a Labor Management Committee will be established to develop an Employee Incentive Program. The Committee shall consist of three (3) members appointed by the Union and three (3) members appointed by the County.
- 16.2 The Committee will focus on how the creation of an Employee Incentive Program would positively impact the County through employee recommendations to department heads resulting in more efficient, effective, and/or economical County operation.
- 16.3 Topics for Labor Management Committee discussions would include but are not limited to the criteria and mechanics of how the Employee Incentive Program would work, how it would be implemented, how to document savings, and possible employee incentives.
- 16.4 The Committee shall conclude its work no later than six (6) months from the date the Committee is established.
- 16.5 Members of the Committee shall receive paid release time to attend such meetings.

ARTICLE 17 – DIRECT DEPOSIT

The County agrees to make available to employees, on a voluntary basis, direct deposit of employees' paychecks to a financial institution of the employee's choice provided the financial institution is a member of the Automated Clearing House.

ARTICLE 18 -- EXPENSES

- 18.1 Whenever an employee uses his/her personal vehicle for the purpose of conducting authorized County business, the employee will be reimbursed at the rate established by the Board of Supervisors (generally, the Internal Revenue Service reimbursement rate). Such reimbursement will be provided within five (5) working days of receipt of a valid claim by the Auditor's Office. Where such travel involves flying, the County will pay the cost of purchasing airline tickets prior to the employee's departure. An employee may choose not to use his/her personal vehicle for conducting authorized County business.
- 18.2 Employees assigned to work temporarily at such distance from their regular, assigned work site from which it is impractical for them to return to that work site each day or to their place of residence will be entitled to reimbursement for

documented actual personal expenses or per-diem as established by the Board of Supervisors.

- 18.3 An employee required by the County to wear a uniform in the performance of the employee's duties or to wear clothing that is of a type unsuitable for use or wear during non-working hours will be provided the required uniform or a uniform allowance. If the County elects to provide an allowance in lieu of uniforms for any classification covered by this MOU, the County and the Union will meet and confer on the allowance plan's structure and implementation.
- 18.4 An employee required to obtain a physical examination required by the United States Department of Transportation (USDOT) shall be entitled to reimbursement for the cost of such examination if it is obtained at the Tehama County Health Clinic. If the employee obtains the examination elsewhere, the County will reimburse the employee for the cost of the basic examination in the amount it pays when the examination is conducted by the Tehama County Health Clinic, with the employee paying any additional cost.

ARTICLE 19 – PAYROLL ERRORS

- 19.1 In the event an error has been made in the payment of an employee's wages; overtime payment; leave accruals, balances, or usages the County shall, for the purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- 19.2 In the event an employee receives an overpayment in wages, reimbursement to the County shall be accomplished by either: a. Lump-sum payment by the employee; b. A one time deduction from usable vacation or compensatory time off (CTO), or unused holidays worked, equivalent to the overpayment at the employee's current hourly rate; c. A repayment schedule through payroll deductions; d. Other means as may be mutually agreed between the County and the employee.
- 19.3 No repayment schedule shall exceed forty-eight (48) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-four (24) pay periods.
- 19.4 If an employee terminates County employment prior to completing his/her repayment schedule, any amounts still due the County will be applied against the employee's final paycheck.

ARTICLE 20 – GROUP HEALTH INSURANCE

- 20.1 All regular and probationary employees are entitled to participate in a group health insurance benefit program effective the first day of the month following one (1) full month of employment. The County shall contribute an amount equal

to eighty percent (80%) of the average premium cost of the County-sponsored group insurance plans per month toward each employee's County-sponsored health plan premium. The employee, through automatic payroll withholding, will pay the remaining premium cost. Under no circumstances will the County pay more than the actual cost of the coverage selected.

- 20.2 Any employee with a minimum of five (5) or more years of County service who goes directly from active employment to retirement under the Public Employees' Retirement System (PERS) may continue to participate in the employer-sponsored health insurance program provided the employee pays all the premium costs for the benefit.
- 20.3 The County may, at its discretion, change insurance carriers, claims administrators, or the benefit structure of the group health insurance program provided that overall benefits and premiums remain the same as the previous benefits and premiums. The Union agrees to appoint two (2) representatives to the Health Insurance Advisory Committee whose responsibility it is to review proposed changes to the group insurance benefits and provide input to the County.
- 20.4 All regular and probationary employees who qualify to participate in the employer-sponsored group health insurance program may elect to participate in the County's "Premium Only" Section 125 benefit program that permits pre-tax benefits for employees' group health insurance premium contributions.
- 20.5 Within one hundred twenty (120) days of ratification of this Agreement, the County agrees to establish a Labor-Management Committee consisting of representatives from each of the County bargaining units, including the Personnel Director and Chief Administrator, or designee, to explore establishing an Internal Revenue Service Section 459 employee-paid, pre-funded medical savings program plan for retirees. It is understood that all bargaining units must agree to participate in order to explore the feasibility of establishing such a plan.

ARTICLE 21 – RETIREMENT BENEFITS

All regular and probationary employees will continue to:

- 21.1 Participate in the State of California Public Employees Retirement System (CalPERS) 2% at 55 defined benefit program. Retirement is integrated with Social Security. The County will pay on behalf of each employee the employee's normal CalPERS contribution up to a maximum of seven percent (7%) of the employee's salary subject to CalPERS contributions. Such contribution by the County shall be credited to the employee's account.
- 21.2 Be entitled to the PERS Pre-retirement Optional Settlement 2 Death Benefit as described in California Government Code Section 21548.

ARTICLE 22 – DEFERRED COMPENSATION

- 22.1 The County agrees to provide access to the same number of Internal Revenue Code Section 457 deferred compensation plans as were available to employees on the day prior to the execution of this agreement.
- 22.2 While the County maintains the discretion to change deferred compensation plans and providers so long as the basic options and benefits remain unchanged or are enhanced, the County will, at the Union's request, meet and confer with the Union prior to actually changing plans or providers. The County agrees to meet and confer with the Union should there be any reduction in or addition to the number of IRC 457 plans available to employees.

ARTICLE 23 – SAFETY SHOES

Where the County requires that safety shoes appropriate to the classification be worn by employees as a condition of employment, the County shall reimburse up to one hundred dollars (\$100), per year, per pair upon presentation of proof of purchase by the employee.

ARTICLE 24 – OPEN POSITION POSTINGS

When the County recruits to fill an open job position, a copy of the recruitment flyer will be forwarded to the Union within one (1) business day of the County Clerk's posting. Copy(s) of the recruitment flyer will be forwarded via electronic e-mail to the e-mail address designated by the Union and to the constituent County Departments. The Union recognizes that the Clerk of the Board will need a reasonable period to obtain, test, and install the required software to facilitate this methodology.

ARTICLE 25 -- PROMOTION/LATERAL TRANSFER

- 25.1 A promotion is defined to be the movement of a regular employee from a current classification to a higher paying classification. Reclassification does not constitute a promotion under this Section. Promotions within a department, as a result of fulfilling training, licensing, or experience requirements, will be in accordance with the MOU. In all cases where Social Services Merit System rules address specific promotion concepts, they will override this section for those employees covered by the Merit System. When Merit System is silent, this section will apply. All recruitments, promotional processes and transfers will be conducted in a manner that recognizes only a candidate's qualifications to perform the work prescribed in the job description.
- 25.2 A lateral transfer is defined as the movement of a regular employee in a classification to another position in the same classification or to a different classification with the same rate of compensation.

- 25.3 An employee in an initial probationary period with the County does not have the right to return to a job classification for which he/she has not successfully completed the probationary period (pursuant to Article 7, "Employee Status") and thus could not be promoted. After recruitment, a probationary employee can be appointed to a higher paying classification but would not have return rights under Article 7 of this MOU.
- 25.4 A regular or probationary employee, without a break in service, shall retain his/her original hire date for computation of vacation accrual and total County seniority. It is not the intention of this section to change the probationary period as described under Article 7.
- 25.5 Following promotion, an employee's compensation will be at the rate provided for in the MOU and at the step of the classification which is at least four percent (4%) higher than the employee's former pay rate. In no event shall an employee be placed at a pay rate higher than E or EL depending upon eligibility for EL based on their hire date with the County. Following promotion the employee's pay anniversary date will change according to Article 35 ("Seniority") of this MOU.
- 25.6 When an employee transfers or is promoted without a break in service from one department to take a position in another County department, the department to which the employee is moving shall accept all of the employee's sick leave and vacation balances. The department in which the employee previously served shall pay off all compensatory time to the employee.

ARTICLE 26 -- HOLIDAYS

- 26.1 All employees covered by this Agreement, both regular and probationary, will be entitled to the following paid holidays off work with pay:

New Year's Day (January 1)	Labor Day (1 st Monday in September)
Martin Luther King's Day (3 rd Monday in January)	Columbus Day (2 nd Monday in October)
Lincoln's Birthday (February 12)	Veterans Day (November 11)
Presidents' Day (3 rd Monday in February)	Thanksgiving Day (4 th Thursday in November)
Memorial Day (Last Monday in May)	Friday after Thanksgiving Day
Independence Day (July 4)	December 25 th , known as Christmas Day
	Last work day before Christmas Day or last work day before New Year's Day, as mutually agreed upon between the department head or designee and the employees. If no agreement is reached, the County will make the determination.

- 26.2 Holidays will be compensated at eight (8) hours and will be reflected in the base salary as recorded on each employee's pay stub. Part-time employees will be granted a pro-rated number of hours based on the ratio of hours worked in the employee's regular workday to eight (8) hours. This ratio is calculated as

follows: total average weekly part-time hours in the pay period as numerator divided by forty (40).

- 26.3 Full time employees will have one (1) personal holiday (8 hours) added to their vacation balance effective July 1st of each year. Part-time employees will be granted a pro-rated number of hours based on the ratio of hours worked in the employee's regular workday to eight (8) hours. This ratio is calculated as follows: total average weekly part-time hours in the pay period as numerator divided by forty (40).
- 26.4 If any of the foregoing holidays falls on a Sunday, the following Monday will be observed as the holiday, except by those employees regularly scheduled to work on Sunday, who will then observe the holiday on the actual Sunday on which it falls. If any of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as the holiday, except by those employees regularly scheduled to work on Saturday, who will then observe the holiday on the actual Saturday on which it falls.
- 26.5 If any of the foregoing holidays falls on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-work day for an employee, such employee will be entitled to receive another work day off with pay to be scheduled as mutually agreed upon between the department head or designee and the employee. If no agreement is reached the County will make that determination.
- 26.6 An employee may be scheduled to work on holidays in which event any such employee will, in addition to the employee's holiday pay, be compensated therefor at the regular rate of pay for all time worked on such days, except as otherwise provided herein. Pursuant to Article 8 ("Hours and Overtime"), employees who receive overtime for working on Thanksgiving and/or December 25th will be compensated with either overtime pay or compensatory time off for the additional half-time compensation, at the employee's option.
- 26.7 If an employee is in a non-pay status on both of the employee's workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

ARTICLE 27 -- VACATION

- 27.1 Regular and probationary full-time employees shall accrue vacation at rates set forth as follows, with part-time employees accruing vacation on a prorated basis based on the ratio of hours worked in a regular work week divided by forty (40) hours.
- a. Ninety-six (96) hours or twelve (12) days per year from the date of first employment through the fourth (4th) year of County employment.

- b. One hundred forty-four (144) hours or eighteen (18) days per year from the first day of the employee's fifth (5th) year of County employment through the tenth (10th) year of County employment.
 - c. One hundred sixty-eight (168) hours or twenty-one (21) days per year from the first day of the employee's eleventh (11th) year of County employment through the employee's twentieth (20th) year of County employment.
 - d. One hundred eighty (180) hours or twenty-two and one-half (22 1/2) days per year from the first day of the employee's twenty-first (21st) year of County employment and thereafter.
- 27.2 Vacation cannot be accrued while an employee is in a non-paid status.
- 27.3 Probationary employees shall not be entitled to take vacation time off with pay during the probationary period.
- 27.4 The County shall not require an employee to utilize accumulated vacation accruals in lieu of sick leave.
- 27.5 Employees shall submit a written request on or before February 1 of each year for their first and second choice of vacation periods. To receive priority for the vacation periods desired, vacations will be assigned on the basis of seniority among those employees who make application on or before February 1. Management shall work with employees who may lose vacation accruals (pursuant to Section 27.10, below) so that at least fifty percent (50%) of an employee's annual vacation accrual is scheduled by March 1st of each year. In the event two (2) employees request the same vacation period simultaneously, the conflict will be resolved in favor of the employee with the greater seniority as defined in Article 35. Seniority may be exercised only once by each employee in each successive choice of vacation periods. Employees may request vacations of any duration.
- 27.6 Requests for vacation after February 1st will be granted on a "first come, first served" basis. An employee seeking to use vacation time off shall submit a written request at least seven (7) working days in advance of the first day of anticipated vacation time off. The request shall not be unreasonably denied. Nothing in this article will prohibit an employee and the employee's supervisor from agreeing to a shorter notice period should there be mitigating or emergent circumstances warranting such shorter notice.
- 27.7 If a holiday for which an employee is entitled to receive holiday compensation falls within the period of an employee's vacation, the employee will receive pay for the holiday without that day's having been deducted from the employee's vacation accrual balance.

- 27.8 An employee who leaves County employment for any reason and who has accumulated unused vacation time at the time of termination shall be compensated for such unused vacation at the hourly rate earned by the employee at the time of termination.
- 27.9 After an employee has completed five (5) years of County service, the employee may request and be granted compensation in lieu of time off for up to forty (40) hours of accumulated vacation per fiscal year. Requests under this section may be made once per fiscal year and shall be made only after the employee has used, as vacation time off, fifty percent (50%) of his/her annual accrued vacation allowance.
- 27.10 For employees hired after July 1, 1996, a maximum of three hundred, ten (310) hours of vacation allowance may be accumulated. Employees with a vacation balance greater than or equal to three hundred, ten (310) hours will not accrue additional vacation. When the vacation balance is reduced to less than three hundred ten (310) hours, the employee will accrue vacation up to three hundred ten (310) hours.

ARTICLE 28 – SICK LEAVE

- 28.1 Sick leave with pay will be accumulated for each full-time, regular and probationary employee at the rate of eight (8) hours per month. A regular part-time employee will accumulate a pro-rated amount of sick leave based on the ratio of the part-time employee's assigned work hours in a regular work week to the forty (40) hours normally worked by a full-time employee.
- 28.2. Except as provided in Article 33 (“Industrial Injury and Illness”), sick leave will be permitted for a non-work related absence due to:
- a. The inability of an employee to be present at work, or to perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment;
 - b. An employee's need to attend to an immediate family member who is ill or injured up to the maximum number of days permitted per fiscal year pursuant to applicable statutes;
 - c. Personal medical/dental appointments.
- 28.3 An employee eligible for both State Disability Insurance benefits and sick leave as set forth herein will have both benefits coordinated to the effect that the amount paid to the employee during the period in which the employee needs both benefits does not exceed the amount of compensation the employee would have otherwise received for working. The same coordination requirement will

apply to those situations where the employee is drawing Paid Family Leave benefits through the State Disability Insurance program.

- 28.4 A holiday occurring while an employee is on sick leave shall be counted as a holiday and shall not be charged against accrued sick leave benefits.
- 28.5 Upon Public Employees Retirement System or Social Security Retirement or upon the death of an employee:
- a. The sick leave balance of an employee with less than fifteen (15) years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty percent (50%) of the value of sick leave remaining, if any;
 - b. After fifteen (15) years of County service the employee or the employee's estate shall be entitled to fifty percent (50%) of the value of the employee's sick leave balance;
 - c. Payment due the employee under this Section shall be made in a lump sum if the value of the remaining sick leave as calculated under subsections "a" and "b," above, is equal to or less than two thousand dollars (\$2,000), or in increments of not less than two thousand dollars (\$2,000) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000).
 - d. An employee due a payout under subsections "a" or "b," above, may elect to have all or part of funds due deposited into the employee's IRC 457 account, if any.
- 28.6 Where management has documented or has reason to believe that an employee is abusing sick leave, a physician's verification to support sick leave usage may be required before the payment of sick leave.
- 28.7 Employees who are sick for four (4) consecutive workdays or more may be required to provide a physician's verification before returning to work, or the County may request a fitness-for-duty examination by a physician approved and paid by the County for the purpose of determining that the employee is fit and able to perform the essential functions of his/her position without hazard to the employee's fellow workers.

ARTICLE 29 – BEREAVEMENT LEAVE

- 29.1 Regular and Probationary employees who are absent from work due to the death of a member of the employee's immediate family may receive compensation from accumulated sick leave benefits, if any, at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty-eight

(48) working hours per occurrence. Employees having insufficient sick leave balances, who have a need for bereavement leave, will be granted a leave of absence without pay, not to exceed forty-eight (48) working hours. (Employees, at their option may use available vacation or compensatory time off in lieu of leave without pay.) "Immediate family" as used herein includes only employee's spouse, child, parent, step-parent, brother, brother-in-law, sister, sister-in-law, step-sibling, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, the other parent of the employee's child, aunt, uncle, foster child, foster parent, or other persons living in the immediate household.

- 29.2 Employees requesting bereavement leave will notify their supervisor in a manner consistent with the procedures for sick leave usage.

ARTICLE 30 – COURT LEAVE

- 30.1 When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a matter to which the employee is not a party, or to serve on a jury, or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the County. The County may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or Jury Commissioner, and the County will be responsible to ensure that the employee is available for jury duty.
- 30.2 A swing shift or graveyard shift employee shall notify the department head or designee well in advance of the expected date(s) of court appearance or jury duty. The department head or designee will change the employee's shift from swing shift or graveyard shift to a day shift for the day(s) court appearance or the duration of jury duty. Employees' shifts shall be changed to a "day shift" only for days on which court is in session. The regularly assigned days of work shall remain the same. An employee will be paid at his/her regular rate of pay for the day shift.
- 30.3 If an employee is released from jury duty or a scheduled court appearance prior to the end of the employee's work shift, he/she will return to work for the balance of the day.

ARTICLE 31 – CONTINUING EDUCATION

Where the County requires as a condition of employment that an employee maintain a license or certificate that mandates continuing education (CE) to maintain the license or certificate, the employee will be responsible for obtaining the continuing education

units. For courses directly related to maintaining licensure or certification, the County will provide a reasonable period of paid-time (not to exceed five [5] days per fiscal year) sufficient to maintain their licenses/certificates, subject to the approval of the employee's department head. The County also agrees to pay for registration fees and course materials of the authorized CE courses. This section does not apply to class "C" driver's licenses.

ARTICLE 32 – LEAVE OF ABSENCE

- 32.1 A leave of absence may be granted to regular employees by the Department Head for urgent or substantial reasons, up to a maximum of sixty (60) days, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Beyond sixty (60) days, the Board of Supervisors may grant a leave of absence to regular employees for urgent or substantial reasons for up to a maximum of one (1) year from the sixtieth (60th) day of the original leave of absence, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Exhaustion of sick leave as a result of a major illness or disability shall constitute an urgent and substantial reason for a leave of absence. Said rights as outlined within this Article shall not interfere with or conflict with employee rights to family and medical leave as provided by federal and state law. A leave of absence that an employee is entitled to take by law will run concurrently with County provided leave, where applicable.
- 32.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates with and includes the workday preceding the day the employee returns to work. A leave of absence shall not commence until all vacation leave and compensatory time off credits have been exhausted.
- 32.3 An application for leave of absence shall be made in writing to the department head, except when the employee is unable to do so. The conditions under which an employee will be restored to employment following termination of leave of absence shall be clearly outlined in writing by the County in conjunction with granting a leave of absence. Upon an employee's return to work after a leave of absence, the employee will be reinstated to the employee's former position and working conditions, so long as the returning employee is able to perform the essential functions of the employee's former position. However, if there has been a reduction in force or the employee's position has been eliminated during said leave, the employee will be returned to a position in the classification the employee would have been in if the employee had not been on a leave of absence.
- 32.4 An employee's status as a regular employee will not be impaired by such a leave of absence.

- 32.5 An employee who fails to return to work within three (3) working days of the expiration of the employee's leave of absence shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the County may waive the termination.
- 32.6 Except as otherwise provided in this Article, an employee on a leave of absence as provided herein shall not accrue vacation or sick leave benefits. The employee on leave may, at the employee's option and expense, maintain the employee's group insurance coverage while providing the full monthly premium to the County on or before the first day of the month for which the premium is intended. If the leave of absence results from the employee's having exhausted all paid leave benefits, the employee's group insurance will be continued for one (1) full calendar month on the normal premium share-of-cost basis unless the employee is entitled to a longer period of normal premium cost sharing as a result of applicable state or federal law. If the leave of absence is as a result of the employee's having exhausted all paid leave benefits and the employee has five (5) years of continuous regular service with the County, the employee's group insurance will be continued for a total of three (3) months on the normal premium cost-sharing basis.
- 32.7 Time spent on a leave of absence shall not be calculated as service credit, consistent with conditions outlined in Article 35 ("Seniority").
- 32.8 An employee who is absent without authorization and without contacting his or her supervisor for four (4) consecutive working shifts or longer will be presumed to have voluntarily resigned from County service effective on the date at which the unauthorized absence began.

ARTICLE 33 – INDUSTRIAL INJURY AND ILLNESS

- 33.1 When an employee must take a leave of absence due to an injury suffered or illness contracted as a result of his or her employment with the County, the employee will be entitled to draw industrial injury benefits as provided for in the State Labor Code.
- 33.2 For all benefit levels to which an injured or ill employee is entitled pursuant to Section 33.1, above, County paid leave will be coordinated with those benefits, if any, due the employee under the State Labor Code.
- 33.3 If there is an interval between the filing of an industrial injury or illness claim and its acceptance or denial by the County or its worker's compensation administrator, the injured or ill employee will be entitled to draw down accumulated time off, e.g., sick leave, vacation, compensated time off, or deferred holiday, pending disposition of the claim. Such benefits will be coordinated with those benefits if any due the employee under the State

Disability Insurance program. The County and its worker's compensation administrator, if any, will process the claim to acceptance or denial in good faith and in the most legally expeditious manner as is practicable, keeping the injured or ill employee apprised of the claim's status. Once a claim has been accepted, the County will calculate the benefits to which the injured or ill employee would have been entitled pursuant to Section 33.1, above, and restore the equivalent in accumulated time off to the employee.

- 33.4 An employee who is injured or ill as a result of County service and who must take an industrial injury leave of absence may choose to draw down accumulated time off as described in Section 33.3 above. Such benefits will be coordinated with those benefits, if any, due the employee under the State Disability Insurance program.
- 33.5 Following exhaustion of all accumulated paid time off, the County will continue the employee's insurance benefit program on the normal premium-sharing formula until the injured/ill employee has been placed in a permanent/stationary status.
- 33.6 Employees opting to coordinate paid time off with industrial injury payments shall use sick leave prior to using compensatory time off, vacation, or any other form of County-paid time.
- 33.7 Nothing in this Article will be construed to abridge or be implemented in any manner that is inconsistent with an employee's rights under the state worker's compensation statutes, rules and regulations, nor does an employee's acceptance of any benefit pursuant to this Article constitute a waiver of any such rights.

ARTICLE 34 -- WORK-PLACE SAFETY

The County recognizes its obligation to provide a safe work place and will therefore comply with the Tehama County Injury and Illness Prevention Program (IIPP), Resolution No. 130-1991, and all state and federal safety laws, regulations, and guidelines. Regular safety meetings will be held to review accidents and prevent their recurrence, eliminate hazardous conditions, familiarize employees with safe work place procedures and applicable state and federal safety orders, and train employees in first aid in compliance with the aforementioned IIPP.

ARTICLE 35 -- SENIORITY

- 35.1 Seniority will be calculated and accrued on a per-hour basis. Seniority accruals will be shown on the paycheck stub for each employee. All benefits, wage step increases, layoff status, and any other reference to seniority in this Agreement will be based on this number to determine the action to be taken. The following equivalents will be used:

Service Period	Seniority Accrual (Hours)
6 months	1,040
12 months	2,080
5 years	10,400
10 years	20,800

- 35.2 All paid time including vacation, sick leave, bereavement leave, compensatory time off, and catastrophic leave will be counted toward an employee's seniority accrual. Time spent in a non-paid status will not be counted towards an employee's seniority. When an employee takes unpaid leave, only the unpaid hours off work will remain uncounted toward seniority. Employees with semi-monthly paychecks shall have 86.67 hours posted to seniority accrual for each pay period they receive a full semi-monthly paycheck. Employees will be able to monitor their seniority accrual status each pay period by means of the paycheck stub reflecting additions to the seniority accrual balance.
- 35.3 Employees will be eligible to advance to the next pay step after having completed one year (see equivalents in Section 35.1, above) of satisfactory or better service at the previous step, as documented in the employee's annual performance evaluation (see Article 38, "Performance Evaluations").
- 35.4 A probationary employee, while otherwise ineligible to use accrued vacation during the period of probation, who is assigned to work either a 4/10 or 9/80 schedule will first be offered the ability to build sufficient compensated time off (CTO) to cover a full day off. When accrual of CTO is not practicable, the probationary employee may access accrued vacation, if necessary, to avoid loss of seniority associated with taking unpaid leave in lieu of posting the ninth and tenth holiday hours under a 4/10 schedule or the ninth holiday hour under the 9/80 schedule, for any holiday taken.

ARTICLE 36 -- LAYOFF

- 36.1 Layoff is defined as a reduction in force which became necessary in the judgment of a department head or the Board of Supervisors because of a lack of funding, or because the necessity for a position(s) no longer exists.
- 36.2 Prior to initiating a layoff the County will give the Union advance notice of layoffs based on the following notice periods: when the County is laying off fifteen (15) or more employees countywide the Union will receive thirty (30) days notice; when the County is laying off less than fifteen (15) employees countywide the Union will receive ten (10) days notice. In either case, the Union will have five

(5) working days to initiate bargaining over the effect of the layoff. The Union will be provided the layoff worksheet(s) used by the County.

- 36.3 No regular employee covered by this agreement will be laid off in any County department from a classification shown in Exhibit "A" before the County has laid off all employees in the selected classification in the affected department in the status of "extra help" or probationary. Non-regular employees may not receive advance notice of layoff.
- 36.4 After Union notice as specified in Section 2 has been provided, the employees occupying such positions will be notified of any options they may have as set forth herein. The affected employees will have five (5) working days to notify the affected department head of their selected option, if any, under the layoff procedure.
- 36.5 Regular employees whose positions have been reduced or eliminated must elect one of the following options: 1) select a vacant position in the same classification and department; or 2) select a position to be vacated by the least senior employee in the classification and department; or 3) select a vacant position in the department in a lower paid classification in which the employee previously had successfully completed the probationary period; or 4) select a position in the department in a lower paid classification which is to be vacated by the least senior employee in that classification provided the employee is fully qualified to perform the duties of the lower paid classification and provided further that the employee has more total County seniority than the least senior employee in the lower classification to be displaced; or 5) accept reduced work hours, if any exist in the current classification and department; or 6) elect to be laid off.
- 36.6 An employee whose employment is subject to State Merit System rules will have seniority determined by Merit System rules. All other layoff procedures will follow the process set forth in this Agreement.
- 36.7 Whenever an employee has elected an option other than layoff, the option may be implemented immediately as determined by the employee's department head in order to avoid a long delay in the layoff and displacement process.
- 36.8 Any employee who has been displaced by another more senior employee may be entitled to exercise the options set forth in Section 36.5, above.
- 36.9 Regular employees who are actually laid off from County service or who have had their hours reduced pursuant to Section 36.5 above, shall be offered future vacancies in the classification and the department from which they are laid off for a period of up to two (2) years, providing they keep the Department Head advised of their current address and provided further, however, that a person

declining appointment in the same classification and department will be removed from the re-employment list after two (2) refusals of re-appointment.

- 36.10 a. If a regular employee is laid off from the County and returns to County employment in the same department within two years the employee's seniority will be reinstated based on date of hire at the time of layoff. Vacation accrual will be reinstated based on years of service at the level received at the time of layoff, adjusted for any modifications in MOU benefits. Sick leave balances will be reinstated.
- b. If a regular employee is laid off from the County and returns to County employment in a different department within two years the employee's seniority will be reinstated based on date of hire at the time of layoff. Vacation accrual will be reinstated based on years of service at the level received at the time of layoff, adjusted for any modifications in MOU benefits. Sick leave balances will be reinstated. The returning employee shall be subject to a new probationary period in the different department.
- 36.11 A seniority list shall be posted annually in each department and updated as necessary.
- 36.12 Notwithstanding the provisions of this article, the County and the Union may agree to alternatives to layoff, including but not limited to unpaid employee furloughs where it is mutually determined that an alternative is in the best interest of both parties. Such an agreement may be reached as part of the bargaining referred to in Section 36.2 above.

ARTICLE 37 – PERSONNEL RECORDS

- 37.1 Any employee, at the employee's request and with reasonable notice, shall be permitted to review the employee's official personnel file. The employee may have copies of any document contained in the employee's official personnel file. A charge for making copies may be required if an excessive number of documents are requested. An employee's personnel file may not be removed from the office of the Auditor-Controller.
- 37.2 An employee may authorize in writing a Union representative to review the employee's official personnel file. The employee or Union representative shall provide advance notice to the Auditor-Controller or designee.
- 37.3 If the employee disagrees with the placement of any document(s) in his/her official personnel file, she or he will be entitled to a copy and may attach a written response of disagreement.
- 37.4 Except for annual performance appraisals, probationary reports, and official disciplinary actions, any negative materials, including, but not limited to,

counseling letters and written reprimands shall, with the concurrence of the department head, be purged from the file after twenty-four (24) months if there are no further incidents.

ARTICLE 38 – PERFORMANCE EVALUATIONS

- 38.1 On or before the employee's anniversary date of hiring or promotion, a regular status employee will receive a written performance evaluation. Prior to presenting the final draft of the evaluation to the employee for the employee's signature, the evaluator shall discuss the contents of the evaluation with the affected employee and answer any questions the employee might have about the evaluation. The employee shall sign only the final version of the evaluation which shall be signed by the department head or his/her designee. The employee shall be provided a copy of the fully signed and executed performance evaluation immediately.
- 38.2 An employee shall have the right to attach a written response to his or her evaluation but shall not have the right to file a grievance.
- 38.3 Probationary employees shall be evaluated at least twice or more frequently as determined by the employee's supervisor prior to attaining regular status.

ARTICLE 39 – CONTRACT DISPUTE RESOLUTION

- 39.1 Any grievance which may arise between an employee and the County with respect to the interpretation or application of any of the terms of this Memorandum of Understanding and with respect to such matters as the discharge, demotion or discipline of an individual regular employee shall be determined by the provisions of this Article. Except as provided by law, probationary employees shall not be entitled to process grievances with respect to matters of discharge, demotion, or discipline. This shall not, however, prevent a probationary employee from enforcing any other rights under this Memorandum of Understanding. Grievant as used herein is defined as an employee or group of employees of the County or the Union itself on behalf of the employees it represents. Employees covered by the State of California Merit System may use either this grievance procedure or the Merit System appeal procedure, but not both.
- 39.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the grievant or grievant's representative and the grievant's immediate management level supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the grievant. Notwithstanding the foregoing, it is agreed that Step One for a grievance resulting from the imposition of discipline shall be at the step or level immediately above where discipline was imposed. This would normally be

Step Four (4), Mediation. Such grievance shall be filed within fourteen (14) calendar days of the date of the imposition of discipline.

- 39.3 Step Two: If a grievance is not resolved at Step One, Step Two shall be the presentation of the grievance in writing by either the grievant or the employee's representative to the Division Head or designee, who shall answer, in writing, within twenty (20) calendar days. Step Two shall be taken within ten (10) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section(s) of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.
- 39.4 Step Three: If a grievance is not resolved at Step Two, Step Three shall be the presentation of the grievance, in writing, by either the grievant or the employee's representative to the Department Head or designee, who shall answer, in writing, within twenty (20) calendar days. Step Three shall be taken within ten (10) calendar days of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section(s) of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.
- 39.5 Step Four: If a grievance is not resolved at Step Three, Step Four shall be referral by the Union to mediation within twenty (20) calendar days of the answer in Step Three. Whenever a grievance is referred to mediation, either party may request that the California State Mediation and Conciliation Service refer a state mediator. The state mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until a mediator has released the parties from the mediation process.
- 39.6 a. Step Five: If a grievance is not resolved in Step Four, Step Five shall be referral by the Union to binding arbitration. Step Five shall be taken within twenty (20) calendar days of the date of the answer in Step Four. In the event that the County and the Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons from which the arbitrator will be chosen. The County and the Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator. The County and the Union shall share the cost of the arbitrator, and pay the compensation and expenses of their respective appointees and witnesses. At the Union's request and expense, the County shall release from duty to participate in the proceedings those employees necessary to the adjudication process.

- b. The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be final and binding on the County, Union, and the aggrieved employee(s) provided, however, that such decision shall not in any way add to, disregard, or modify any of the provisions of this Memorandum of Understanding.
- 39.7 Failure by the grievant or the Union to meet any of the aforementioned time limits will result in forfeiture of the grievance; except, however, the aforementioned time limits may be extended by mutual agreement of the parties. Failure by the County or its representative to meet any of the aforementioned time limits will allow the grievant or the Union, as applicable, to proceed to the next step of the established procedure.
- 39.8 Any employee may present grievances in accordance with this Article without the intervention of the Union, so long as the adjustment is reached prior to Step Five and is not inconsistent with the terms and conditions of this Memorandum of Understanding and further provided that the County shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given ten (10) calendar days to file a response.
- 39.9 A grievant shall in no way interfere with the right of the County to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or directive pending the final decision of the grievance.
- 39.10 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file.

ARTICLE 40 – DISCIPLINE

- 40.1 Regular status employees shall be subject to disciplinary action only for cause as prescribed in the Personnel Discipline Policy.
- 40.2 Probationary employees shall not have appeal rights if released during probation. Upon completion of the probationary period, employees shall be subject to disciplinary action only for cause as prescribed in the Personnel Discipline Policy.
- 40.3 Disciplinary action may include, but is not limited to, suspension with or without pay, reduction in salary of up to two (2) steps on the salary range of the employee's classification, transfer, demotion, and discharge.

- 40.4 Oral and/or written reprimands are not grievable or subject to the disciplinary process. An employee who receives a written reprimand will be entitled to attach a written response to the reprimand. Removal of written reprimands from an employee's personnel file shall be consistent with conditions outlined in Section 37.4 ("Personnel Records").
- 40.5 A regular status employee will be provided all due process rights under the Skelly v. State Personnel Board decision prior to the imposition of discipline. The County shall serve personally on the employee or mail to the employee's last known address by registered mail a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the right to respond to such charges and the right of representation. Without consent of the employee, such hearing shall not be held less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within five (5) calendar days of service of the notice shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the Department Head shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.
- 40.6 A regular status employee who is disciplined may appeal using the contract dispute procedure contained in Article 39 of this Memorandum of Understanding. The written appeal must be filed with the employee's Department Head within fourteen (14) calendar days of receiving the final notice of disciplinary determination, or the employee shall forfeit his or her right to appeal said disciplinary action.
- 40.7 A regular status employee who has appealed the imposed discipline by the department head shall begin at Step Four of the contract dispute procedure.
- 40.8 If the disciplinary grievance is not resolved in Step Four, Step Five shall be referral by the Union to binding arbitration. Step Five shall be taken within twenty (20) calendar days of the date of the answer in Step Four. In the event that the County and the Union are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons from which the arbitrator will be chosen. The County and the Union each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator. The County and the Union shall share the cost of the arbitrator and pay the compensation and expenses of their respective appointees and witnesses. At the Union's request and expense, the County shall release from duty to participate in the proceedings those employees necessary to the adjudication process.

- 40.9 The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator determines necessary and proper. The decision of the arbitrator shall be final and binding on the County, the Union, and the aggrieved employee(s), provided, however, that such decisions shall not in any way add to, disregard, or modify any of the provisions of this Memorandum of Understanding.

ARTICLE 41 – WORK STOPPAGES/CONCERTED ACTION

- 41.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful or unprotected picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by the Union or by its officers, agents, or members during the term of this Memorandum of Understanding, including compliance with the request of other labor organizations to engage in such activity.
- 41.2 It is agreed and understood that the County shall not impose any lockout.
- 41.3 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 41.4 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the County.

ARTICLE 42 – EMERGENCY PROVISION

The County retains its right to amend, modify, or suspend Minute Orders, Resolutions, Ordinances, policies, or regulations which affect any provision of this Memorandum of Understanding in cases of emergency, for the term of the emergency. For the purposes of this Article, an "emergency" is defined as an act of God, war, natural or manmade disaster.

ARTICLE 43 -- ADDRESSES FOR NOTICE

- 43.1 Notices by the Union to the County, except where a grievance or disciplinary procedure requires direct mail to a specific department, will be mailed or delivered to: Tehama County Personnel Director, P.O. Box 927, Red Bluff CA 96080. The parties agree that grievances and/or disciplinary notices will be mailed to the address of the departmental Appointing Authority having originated the action, with a copy of Union response to be mailed to the Personnel Director at the above address.

43.2 Notices by the County to the Union will be mailed to the following address: The Joint Council of IUOE, Stationary Engineers, Local 39, and Service Employees International Union, Local 1292, 118 Belle Mill Road, Red Bluff, CA 96080.

43.3 Any change in the address shown in Section 43.1 or 43.2 of this Article will be provided to the other party in writing within ten (10) working days.

ARTICLE 44 – EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood and agreed that the specific provisions contained in this Memorandum of Understanding will prevail over County practices and procedures, to the extent of a conflict, and over federal or state statute to the extent permitted by such statute.

ARTICLE 45 – ENTIRE AGREEMENT

Except as specifically provided in Article 47 ("Term"), during the term of this Memorandum of Understanding, the County and the Union expressly waive and relinquish the right to meet and confer on those issues falling within the scope of representation. The Union and the County agree that neither party shall be obligated to meet and confer with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the County and the Union at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. The foregoing does not prohibit a mutual waiver by both parties should they agree to meet and confer on any subject during the term of this Memorandum of Understanding.

ARTICLE 46 – SAVINGS PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Whenever any provision of this Memorandum of Understanding is affected as set forth above, the parties may by mutual agreement agree to open negotiations on the subject of the affected provision.

ARTICLE 47 – TERM

Unless otherwise specifically provided for herein, all terms, conditions, and provisions of this Memorandum of Understanding (MOU) are effective July 1, 2004, and expire on December 31, 2008. This MOU supersedes and replaces all previous Memoranda of Understanding between the parties as well as all previous Minute Orders, Resolutions, and Ordinances of the Board of Supervisors which are in conflict with the MOU. This MOU shall be renewed automatically from year to year after the original term unless

either party shall give to the other party written notice of its desire to modify or bargain a successor to this MOU in which case the terms, conditions, and provisions of this MOU shall continue in full force and effect until such time as modifications or amendments are ratified by the Union's membership and approved by the Board of Supervisors. Written notice shall be given to the other party ninety (90) days or more preceding the scheduled expiration date of this MOU, as shown herein, unless otherwise agreed between the County and the Union.

Entered into this 10th day of January, 2006, by the undersigned:

For the County:

For the Union:

Williams J. Goodwin
Chief Administrator

Jerry Kalmar
Local 39 Business Manager

APPROVED:

Joan Bryant
Local 39 Director of Public Employees

Chairman, Board of Supervisors

Madison Bland, Local 39 President

APPROVED AS TO FORM:

Robert Belgeri
Local 39 Business Representative

William J. Murphy, Jr.
County Counsel

Brian Bruce, Bargaining Team Member

Sandra Bruce, Bargaining Team Member

Maggie Fisher, Bargaining Team Member

Lisa Marriott, Bargaining Team Member