MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF CALAVERAS

AND THE

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021

OCTOBER 1, 2026
THROUGH
September 30, 2027

MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS

SECTION	TOPIC		PAGE
Section 1.	**Recognition and Representation**		**6**
	1.01	Union Recognition	6
	1.02	Union Enrollment	6
Section 2.	**Union Security**		**6**
	2.01	Dues Deduction	6
	2.02	Use of County Facilities	7
	2.03	Cope Deductions	9
Section 3.	**No Discrimination**		**9**
Section 4.	**Attendance at Meetings by Employees**		**10**
	4.01	Attendance at Meetings	10
	4.02a	Maximum Number of Employees Released	10
	4.02b	Reimbursable Long Term Release Time	10
	4.03	Stewards	11
	4.04	Joint Labor Management Meetings	12
Section 5.	**Salaries**		**12**
	5.01	Compensation Increases	12
	5.02	Rates of Pay - Entry Salary Range	12
	5.03	Conversion to Equivalent Pay Rate	12
	5.04	Step Increases	13
	5.05	Promotion, Demotion or Other Changes to Salary	13
	5.06	Military Leave, Salary Range	13
	5.07	Salary Step When Salary Range is Increased	13
	5.08	Requests for Reclassification	14
	5.09	Salary and Step Placement After Promotion or Demotion	14
	5.10	Salary Upon Transfer	14
	5.11	Working Out of Classification	14
	5.12	Salary Upon Reinstatement	15
	5.13	Pay Advices and Method of Payment	15
	5.14	Bi-Lingual Pay	16
	5.15	Shift Differential	16
	5.16	Salary Survey	16
	5.17	Planned Power Outages Committee	16
	5.18	Educational Incentive Program	17
	5.19	Social Worker Assignment Pay	17
	5.20	Facilities Assignment Pay	18

	5.21	Road Maintenance Worker III Assignment Pay	18
	5.22	Certificates and Licenses	19
Section 6.	**Days and Hours of Work**		**20**
	6.01	Days and Hours of Work	20
	6.02	Alternate Schedules	20
	6.03	Flex Time (Hours)	22
	6.04	Unplanned Office Closures	23
Section 7.	**Overtime**		**24**
	7.01	Authorization	24
	7.02	Overtime Defined	24
	7.03	CTO Upon Promotion Out of Bargaining Unit	25
	7.04	Call Out/Standby Pay	25
	7.05	Time: Call Out/Standby Status	26
Section 8.	**Holidays**		**26**
	8.01	Qualifying for Holiday Pay	26
	8.02	Holidays Observed	27
	8.03	Holiday Pay and Additional Holiday Compensation	28
	8.04	Authorization for Holidays Worked	29
Section 9.	**Vacation Leave**		**29**
	9.01	Vacation Allowance/Accrual	29
	9.02	Vacation Allowance for Separated Employees	30
	9.03	Holiday During Vacation	30
Section 10.	**Sick Leave**		**30**
	10.01	Accrual	30
	10.02	Usage	30
	10.03	Procedures for Requesting and Approving Sick Leave	31
	10.04	Use of Sick Leave While on Vacation	31
	10.05	Sick Leave Payback	32
	10.06	Military Service Credit	32
	10.07	Reproductive Leave Loss	32
Section 11.	**Leaves of Absence**		**33**
	11.01	General	33
	11.02	Workers' Compensation Leave	35
	11.03	Military Leave	35
	11.04	Absence Due to Required Attendance in Court	35
	11.05	Absence Without Leave	36
	11.06	Catastrophic Leave	37

Section 12. Health and Welfare 40
12.01 Health, Dental, Vision Insurance 40
12.02 County Contributions 40
12.03 Open Enrollment 40
12.04 Cash in Lieu of Health Insurance 40
12.05 Change in Health Insurance Carriers 41
12.06 Pre-Tax Child Care Contribution 41
12.07 Long-Term Disability/State Disability Insurance 41

Section 13. Group Life Insurance 42

Section 14. Probationary Period 42
14.01 Initial Probationary Period, Extensions 42
14.02 Salary Upon Completion of Probation 42
14.03 Promoting While On Probation 42
14.04 Release While on Probation 42
14.05 Return to Previous Position 42

Section 15. Dismissal, Suspension, or Demotion for Cause 43
15.01 Progressive Discipline 43
15.02 Authority to Discipline 43
15.03 Conduct Subject to Discipline 43
15.04 Paid Administrative Leave 44
15.05 Disciplinary Appeal 44
15.06 Skelly Procedure 45

Section 16. Furloughs 46
16.01 Furlough Defined 46
16.02 Furlough Procedures 46

Section 17. Lay-off Procedures 47
17.01 Lay-off 47
17.02 Order of lay-off 47
17.03 Bumping 47
17.04 Reemployment and Recall 48
17.05 Notice of Position Elimination due to AI Technology 49

Section 18. Meal Periods and Rest Periods 49
18.01 Meal and Rest Periods 49
18.02 Time Limits, Shifts 49

Section 19. Grievance Procedure and Arbitration 50
19.01 Definitions 50

	19.02	Procedures, Steps	50
	19.03	General Provisions	51
	19.04	Arbitration	51
	19.05	Grievances Related to Payment of Compensation	52
	19.06	Changes/Interpretation of MOU	53
	19.07	Peaceful Performance	53
	19.08	Reassignment	53
Section 20.	**Uniform and Boot Maintenance Allowance**		**53**
	20.01	Uniform and Boot Maintenance Allowance	53
Section 21.	**Longevity Incentives**		**54**
	21.01	Longevity Pay	54
	21.02	Calculated on Base Salary	54
Section 22.	**Retirement**		**55**
	22.01	PERS Paid by County	55
	22.02	Pre-Tax Employee Contribution	55
	22.03	Two Percent at Age 55	55
	22.04	Pension Formulas	55
	22.05	Deferred Compensation Program	55
Section 23.	**Employer's Rights and Responsibilities**		**55**
	23.01	Management Rights	55
	23.02	No Waiver of Rights	56
	23.03	Final Interpreter	56
Section 24.	**Severability of Provisions**		**56**
Section 25.	**Scope of Agreement**		**56**
Section 26.	**Duration**		**57**
	Signature Page		**58**

INTRODUCTION

The Service Employees' International Union, Local 1021 and representatives of the Board of Supervisors have met and conferred in good faith regarding wages, hours and terms and conditions of employment of employees in the representation unit identified in Section 1; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Board of Supervisors of the County of Calaveras as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period commencing October 1, 2026, through September 30, 2027.

SECTION 1
Recognition and Representation

1.01 Union Recognition

The Service Employees' International Union, Local 1021, hereinafter referred to as the "Union" or "Local 1021" is the recognized employee organization for employees occupying permanent positions in the Miscellaneous Unit certified pursuant to Resolution No. 72-379, adopted by the Board of Supervisors on October 24, 1972.

1.02 Union Enrollment

In accordance with AB119, both Calaveras County and the Union shall abide by this law and follow the provisions set forth within, that was passed on June 27, 2017. Any disputes arising out of violations of this section shall be subject to the grievance procedures set forth in the MOU. Any material changes to any forms that are altered or created by this proposal are also subject to negotiations.

SECTION 2
Union Security

2.01 Dues Deduction

(1) The County shall make, cancel, or change a deduction at the request of the organization authorized to receive the deduction according with applicable law.

(2) After receiving certification from the Union that it possesses a written authorization for member deduction, or upon written request from the Union to cancel or change a members' deduction, the County shall commence the first deduction, cancellation, or change in the next pay

period after receipt of the notification or request. The Union shall indemnify the County for any claims made by any employee for deductions, cancellations, or changes made in reliance on Union certification.

(3) Member(s) requests to authorize dues/other deductions(s), or requests to cancel or change such deductions, shall be directed to the Union rather than the employer; the Union shall be responsible for processing these requests. Union shall provide County a certification covering every member(s) requested deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.

(4) The Union shall indemnify, defend and hold County harmless of and from any liability that may result from making, canceling, or changing requested deductions or reductions from Union.

(5) Violations of this Section of the MOU are grievable.

(6) The County of Calaveras shall abide by all applicable terms of Senate Bill 866, Chapter 53, which was approved by Governor Brown on June 27, 2018 or as may be amended from time to time.

2.02 Use of County Facilities

(1) Bulletin Boards: The County shall provide the Union with designated bulletin board space (48" x 36"), at all major County work locations and other work sites where bargaining unit employees are regularly assigned.

a. Location

Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall consult with the Union regarding the placement of any new or relocated bulletin board.

The County shall provide the Union with at least fifteen (15) calendar days' notice before permanently relocating or removing any Union bulletin board, except in emergency situations. Any relocated bulletin board shall be placed in a location of comparable visibility and accessibility.

b. Permitted Postings

The Union shall have the exclusive right to post communications relating to official Union business, including but not limited to:

- Union meetings
- Elections
- Bargaining updates
- Grievances
- Health and safety information
- Union-sponsored training and educational opportunities
- Steward and representative contact information

- Union benefits and services
- Legally required notices
- Cartoons, illustrations, graphic narratives, photographs, artistic renderings, and other visual communications related to official Union business.
- Other representational matters

Union communications may include opinion, commentary, satire, cartoons, or other expressive content related to matters affecting bargaining unit employees and the employment relationship. The County shall not edit, alter, delay, or require prior approval of Union postings.

c. Prohibited Materials

Union bulletin boards shall not be used for:

- Commercial advertising or solicitation unrelated to Union business;
- Political campaign materials for candidates or ballot measures unless otherwise protected by law;
- Material that is unlawful;
- Disclosure of confidential County information protected by law.
- Materials that violate Calaveras County Policies.

d. Preservation of Access

The County shall not unilaterally eliminate, reduce, relocate, restrict, or otherwise materially interfere with Union bulletin board access without providing advance notice to the Union and, upon request, bargain over the decision and its effects to the extent required by law.

e. Non-discrimination

Access to bulletin boards shall be provided on a non-discriminatory basis and shall not interfere with the Union's ability to communicate with bargaining unit employees.

(2) Representatives of the Union shall request permission from the department head or his designated representative when desiring to contact department employees on County facilities during the duty period of the employees, providing that solicitation for membership or other internal business shall be conducted during non-duty hours of all employees concerned.

(3) Prearrangement for routine contact must be made with the individual department head. Permission to enter the workplace for legitimate purposes shall not be withheld without reasonable cause.

(4) County buildings and other facilities may be made available for use by County employees or the Union or their representatives in accordance with such administrative procedures as may be established by the CEO or department heads concerned.

2.03 Cope Deductions

Employees may voluntarily elect to have contributions deducted from their paychecks for SEIU Local 1021's COPE fund. Such deductions shall commence with the pay period beginning after Human Resources' receipt of the employee's written authorization for the deduction. Deductions shall continue until the employee revokes the authorization by written notice to the Human Resources Department. The County shall transmit the amounts deducted bi-weekly in a check separate from Union dues. Increases or decreases in the bi-weekly amount of the deduction may be made no more than once every *six* months unless the employee elects to terminate deductions. In such latter case, if the employee desires to resume COPE deductions, they may do so after six months have elapsed since the date on which the deduction was last made. This provision only requires the County to deduct the entire amount authorized. Partial deductions will not be taken, except that the County may elect to spread the deductions over more than one pay period in the month of the deduction if it deems such administratively preferable. This provision does not require the County to retroactively deduct authorized amounts if, at the time the deduction is due, the employee's pay is insufficient to cover the COPE deduction after all other deductions are made.

SECTION 3
No Discrimination

3.0 No Discrimination

The County and the Union agree that the County is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, age, sex (including gender expression and gender identity, pregnancy, childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality, bisexuality), medical condition (cancer and genetic information including family medical history), or disability (medical, mental or physical, including HIV and AIDS), and denial of family medical care leave and pregnancy leave, or military and veteran status.

"Employees" shall mean all workers covered by the "Memorandum of Understanding" whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

SECTION 4
Attendance at Meetings by Employees

4.01 Attendance at Meetings

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with County Management representatives or be present at County hearings when requested by the County where matters within the scope of representation or grievances are being considered.

The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such employee representatives shall submit a request for excused absence to the Director, Human Resources, in a manner satisfactory to his department head, at least two working days prior to the scheduled meeting whenever possible.

4.02 A. Maximum Number of Employees Released

Except by mutual agreement the number of employees excused for such purposes shall not exceed five when such meeting is for the purpose of MOU negotiations and shall not exceed four for all other meetings and/or hearings.

4.02 B. Reimbursable Long Term Paid Release Time

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic or intermittent basis under the following procedures:

(1) For leaves of one week or less, the Union officer or steward shall submit a written request to Human Resources at least fifteen (15) business days in advance of the requested leave. The request shall include dates/duration, name and classification. For leaves greater than one week, the Union officer or steward shall submit a written request to Human Resources at least forty-five (45) calendar days in advance of the requested leave.

(2) No more than one (1) unit member shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.

(3) SEIU shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to

all wages and benefits, and including reasonable County administrative fees of $2.50 per employee on leave per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within thirty (30) days of notice regarding administrative fees.

(4) Reimbursement by SEIU shall occur within thirty (30) day of the County's billing to SEIU.

(5) The leave of absence will be approved only if it does not interfere with the performance of County services and department operations, as determined by the County.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave.

The County shall not be liable for any act, omission or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the County is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the County.

4.03 Stewards

The Union shall have the right to establish stewards according to the following conditions.

(1) The Union agrees to notify the County Human Resources Director of the names, classifications and departments of their stewards, which shall not exceed seven (7) in number. The Union shall immediately inform the Director of Human Resources of any changes in the original list and provide an update by name, department and classification.

(2) A reasonable amount of time will be granted the worker and the steward to handle initial grievance and appeal procedures. The parties agree that in handling grievances, the worker and the steward will use only the amount of time actually necessary. The County is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.

(3) Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.

(4) The Union will equally distribute steward workload amongst stewards so as to avoid overburdening any one steward(s). Stewards are responsible for the full and timely completion of their County work assignment.

4.04 Joint Labor Management Meetings

The County and SEIU agree to hold Joint Labor Management meetings on a quarterly basis, or as otherwise agreed to by the parties. The purpose of these meetings will be to discuss issues of common interest and concerns regarding terms and conditions of employment raised during the term of this agreement.

Topics for discussion shall be submitted by the Union ten business (10) days in advance of the meeting. Submission of topics in advance enables Human Resources to ensure that the appropriate department heads with requisite decision-making authority are notified and made available to participate. Attendance by Human Resources shall not substitute for attendance by appropriate departmental management.

SECTION 5
Salaries

5.01 Compensation Increases

5.02 Rates of Pay - Entry Salary Range

The rates of pay set forth represent, for each classification, the standard rate of pay for each bi-weekly pay period of service, unless the schedule specifically indicates otherwise. Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the lowest step in the salary range for the class to which the employee is appointed. When circumstances warrant, and upon written request by the department head, the Director of Human Resources & Risk Management may approve an entrance salary, which is more than the lowest step for the class to which the employee is appointed per County policy and procedure, up to Step 5 in the salary range. Appointment at Step 6 and 7 must be submitted in writing to the Director of Human Resources & Risk Management and will require approval by the Board of Supervisors, by Board action Such a salary may not be more than the highest step for the class for which the employee is appointed.

5.03 Conversion to Equivalent Pay Rate

Any annual, monthly, bi-weekly, daily, or hourly rate of pay or level of benefit provided by the County may be converted into any equivalent rate of pay or level of benefit or to any other time basis when in the judgment of the Director, Human Resources & Risk Management, such a conversion is appropriate. In determining equivalent amounts of different time basis, the County shall provide tables or regulations to the involved employees for the calculation of payment for service of

less than full-time, and for use in converting monthly salaries to hourly rates, as well as calculating hourly rates.

5.04 Step Increases

Employees shall be on probation for twenty-six (26) pay periods. An employee will be considered for permanent status by the department head if that employee successfully completes the probationary period by meeting or exceeding the standard of performance. As an example, an employee at Step 1 in the salary range may be advanced to Step 2 on successful completion of Twenty-six (26) pay periods. Advancement to additional Steps (3, 4, 5,6 and 7) will similarly be predicated on meeting performance standards for twenty-six (26) pay periods.

It is the responsibility of the department head to notify the Director of Human Resources & Risk Management and the employee no later than one full pay period before a scheduled step increase if the Step raise is not recommended. A department head may deny a step increase for performance reasons.

After thirteen (13) pay periods the extension shall be reviewed to determine if the step increase will be approved and every thirteen (13) pay periods after until step advancement has been satisfied.

5.05 Promotion, Demotion or Other Changes to Salary

Changes in an employee's salary as a result of promotion, demotion or postponement of a salary step increase will set a new salary eligibility date for that employee and will begin on the first working day of the pay period, following the procedures stated above. Salary range adjustments for an entire classification will not set a new salary eligibility date for employees serving in the classification.

New salary adjustment after promotion: an employee may elect to postpone a promotion up to 120 calendar days, so that promotion occurs after a scheduled step raise.

5.06 Military Leave, Salary Range

Employees who have been granted a military leave pursuant to Subsection 11.03 shall, upon their return to County service, be entitled to return to the same step within the salary range of the established wage schedule of their classification.

5.07 Salary Step When Salary Range is Increased

Whenever the schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range that corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the Board of Supervisors.

5.08 Requests for Reclassification

The County shall consider a request for reclassification at any time. A request must be made in writing by the department head to the Director, Human Resources & Risk Management. If, in the opinion of the CEO, the position justifies reclassification, they may recommend an appropriate new classification and/or salary range to the Board of Supervisors.

5.09 Salary and Step Placement After Promotion or Demotion

(1) A regular employee who is promoted to a position in a class with a higher salary range, shall be appointed to that step in the higher salary range which will result in an increase of at least five (5) percent; provided that in no event shall the new salary be higher than the highest step of the salary range of the class to which the employee is promoted. Such salary increase shall be effective on the date upon which the promotion is effective. For further step increases within the new salary range, the employee's salary eligibility date will be changed to the first day of the pay period following the day when the promotion was effective according to Section 5.04, unless the promotion is effective as of the first working day of the pay period in which the employee is promoted.

(2) A regular employee who is demoted voluntarily to a position in a class they have not previously held, having a salary range lower than the class from which they were demoted, shall receive the salary in the lower range to which they were demoted, but at a step which the demoted employee held in the class from which they were demoted. Such salary decrease shall be effective as of the date upon which salary demotion is effective. The employee's salary eligibility date for step advancement shall not be changed and further step increases within the lower salary range shall be determined by the provisions in Section 5.04. For employees who return to their previous position during a promoted probationary period refer to section 14.05.

5.10 Salary Upon Transfer

There shall be no change in the compensation or the salary eligibility date of an employee who is transferred from one position to another in the same class or to a position having the same salary range.

5.11 Working Out of Classification

(1) All working out of classification assignments require prior approval by the Director of Human Resources & Risk Management pursuant to policy set by the Board of Supervisors. A regular employee temporarily transferred or assigned to the position of temporary employee shall be regarded as regular employee.

(2) A regular employee who is temporarily assigned to perform the duties of a classification with a higher salary range shall be considered to be working out of classification. An employee shall not receive additional compensation for the first five (5) workdays of a working-out-of-classification assignment. Beginning on the sixth (6th) workday of the assignment, the employee shall be eligible for working-out-of-classification compensation, provided that:

a. The employee meets the minimum qualifications for the higher classification; and
b. The assignment has been officially authorized through the County's approved change-in-status procedures.

This provision also applies when an employee is officially assigned to a vacant management or supervisory position, including a position that is temporarily vacant because the incumbent is on an unpaid leave of absence.

The amount of compensation for an eligible working-out-of-classification assignment shall be determined in accordance with the policy established by the Board of Supervisors.

(3) Upon termination of such transfer or working out of classification assignment, such employee shall be restored to the position from which they are transferred or assigned and at the salary and step which such employee is entitled to receive at the date of such restoration, including any merit increase to which they are entitled.

(4) Such temporary transfer shall not affect an employee's salary anniversary date.

5.12 Salary Upon Reinstatement

If a former employee is reinstated in the same position previously held or to one in the same salary range, his salary shall not be higher than his salary at the time of his separation unless there has been an increase within the salary range.

5.13 Pay Advices and Method of Payment

Pay warrants shall be issued to all departments by 9:00 AM on paydays providing the payroll processing is completed and the pay warrants are available for distribution by the Auditor.

The county's method of payment is ACH (Automated Clearing House), unless an employee has no available account for payment, whereby a physical check will be issued. Employees must elect to receive paper pay advices otherwise, pay advices will be available in electronic form through Employee Online.

Final payroll warrants upon resignation or layoff from County employment will be paid on the next regularly scheduled payday. If a retroactive pay increase is granted, that amount will be issued in a separate check. For circumstances of

termination or release from probation, that person shall receive their final pay warrant at the time of separation of employment from the County.

5.14 Bi-Lingual Pay

An employee who is designated in writing by the department head to provide bilingual services on a routine and consistent basis as a required component of their job duties shall be paid one hundred dollars ($100) per month Bilingual Pay.

Bilingual pay may be provided for proficiency in any language that has been recommended by the department head in writing and has been determined by the County to be relevant to the delivery of services to the public.

Bilingual pay is intended as a supplemental pay for those who are fluent in a second language and who regularly use a second language as part of their job duties. As a result, bilingual services must be used while interfacing with the public or other stakeholders at least ten percent (10%) of the time as part of an employee's job duties to qualify for bilingual pay. In order to be eligible to receive Bilingual Pay, an employee must demonstrate their proficiency in the designated language by passage of written and/or oral examination resulting in a language proficiency certificate. At that time, the Director of Human Resources & Risk Management will certify the employee to receive the Bilingual Pay.

Payment shall be effective at the beginning of the pay period following certification.

The County may periodically review positions covered by the bilingual provision to determine the number and location of required positions.

The County may require retesting and recertification. Bilingual pay may be removed when no longer required of the position or the individual no longer meets fluency requirements.

Employees shall no longer be eligible for pay when they are on extended Federal or State leave.

5.15 Shift Differential

(1) Shift differential compensation shall be paid to eligible employees required to work other than a daytime shift.

- **Swing Shift:** A shift differential of $.75 per hour shall be added to the base hourly rate of employees who are routinely and consistently scheduled to a shift which starts at or after 2:00 p.m. for all hours worked on such shift.
- **Grave Shift:** A shift differential of $1.00 shall be added to the base hourly rate of employees who are routinely and consistently scheduled to a shift which starts at or after 10:00 p.m. for all hours worked on such shift.

  If an employee's shift extends beyond 3:00 a.m., they shall receive the grave shift differential for all hours worked.

(2) Weekend Differential for Integrated Waste Management: A shift differential of $1.00 shall be added to the base hourly rate of employees who are routinely and consistently scheduled to work weekend shifts at any of the Integrated Waste Management (IWM) locations.

For purposes of payment of shift differential, the following times shall apply: WEEKEND: any work shift that begins on or after 12:00 AM Saturday and before 12:00 AM on Monday.

The weekend shift differential applies only to employees who are routinely and consistently scheduled to work a weekend shift at one of the IWM locations. Employees who are called out from standby or are called in are not eligible for the weekend shift differential.

5.16 Salary Survey

The County and SEIU agree that the following counties shall be utilized for compensation comparison purposes:

Amador
Fresno
Lake
San Benito
San Joaquin
Sutter
Tehama
Tuolumne
Yolo
Yuba

5.18 Educational Incentive Program

The County recognizes the value of continued education and professional development. The Educational Incentive Program is established to support employees in obtaining training, coursework, and educational credentials that enhance job performance and promote career advancement.

(1) The County shall reimburse eligible employees for approved educational expenses maximum of three thousand, five hundred dollars ($3,500) every four (4) years (rolling). Reimbursable expenses may include:
a. Tuition;
b. Required textbooks;
c. Mandatory course materials;
d. Registration fees;
e. Required examination fees.

(2) Reimbursement is contingent upon the employee's successful completion of the course or program, supported by a passing grade or certificate of completion.

(3) Educational activities must be job-related or reasonably related to promotional opportunities within the department or the broader organization.

(4) Employees must obtain written pre-approval from the Department Head and Human Resources Director prior to enrollment in any course, program, or training for which reimbursement is sought.

(5) Requests for reimbursement must be submitted within sixty (60) calendar days of course completion, including proof of payment and proof of successful completion.

(6) Reimbursements are issued on a first-come, first-served basis and are subject to the availability of program funds.

(7) Participation in the Program shall not be considered time worked and shall not qualify for overtime or compensatory time.

5.19 Social Worker Assignment Pay

A 5% CPS Assignment Pay may be assigned to Social Worker I/II/III/IV and the Social Services Aide when responsible for the Child Protective Service areas of Ongoing and Emergency Response. These programs require a significantly increased level of liability, risk, complexity, and specialty.

5.20 Facilities Assignment Pay

Facilities Division employees who perform work within the Calaveras County Jail ("Jail") or in secured locations directly associated with the Jail or who supervise and/or work directly with Calaveras County inmates shall receive a five percent (5%) supplement to their base wage for the qualifying hours worked in the Jail or secured location.

5.21 Road Maintenance Worker III Assignment Pay

A 5% assignment pay may be authorized for Road Maintenance Worker III positions that are assigned duties that require a Class A–license. These assignments involve a significantly increased level of liability, risk, operational complexity, and specialized skill due to the operation of heavy machinery and advanced road maintenance functions.

Employees in these assignments must complete and maintain all mandatory safety training, including but not limited to heavy-equipment operation, traffic control, hazardous materials handling, and work-zone safety protocols. In addition, employees are required to meet all applicable Department of Transportation (DOT) regulations, such as compliance with CDL medical certification requirements, participation in DOT-mandated drug and alcohol testing programs, adherence to

vehicle inspection and maintenance standards, and observance of all hours-of-service and safety-related operating rules.

These combined requirements contribute to the heightened responsibility, risk exposure, and specialized nature of the assignment.
The 5% Class A-license pay differential is based on Department Head, or designee, approval. The Department will consider the employee's years of experience with a Class A-license as the primary factor for approval.

5.22 – Certificates and Licenses

(1) Eligibility – Benefits under this section apply only to employees whose current classification requires a certification or license by the County or by law as a condition of employment or continued employment. Employees who are not required to hold a certification or license are not eligible for payment or reimbursement under this section.

(2) Definition of Required – For purposes of this section, "required" includes certifications or licenses that are explicitly stated in a job description or otherwise formally directed, assigned, or relied upon by the County for the employee to perform their job duties, maintain their position, or remain in good standing.

(3) Professional Memberships – The County will pay or reimburse for professional memberships only when: (1) the membership is expressly required to maintain the employee's licensure, certification, or professional standing for the employee's classification; and (2) the membership is pre-approved in writing by the Department Head prior to incurring the cost.

(4) Covered Costs – Covered costs, when eligibility and approvals above are met, include:

   a. Initial application and examination fees, only when pre-approved by the Department Head and Human Resources Director

   b. Renewal and recertification fees

   c. Required continuing education, training, or coursework necessary to maintain a required certification or license

   d. Membership dues only when required and approved as stated above

   e. After two or more failed examination/certification attempts, the County will not be responsible for any associated costs or re-testing fees

(5) Release Time – The County shall provide paid release time for employees to attend required courses, examinations, or continuing education necessary to maintain required certifications or licenses.

(6) Payment and Reimbursement – The County shall pay such costs directly, when practicable, or reimburse employees within thirty (30) calendar days of submission of appropriate documentation and proof of Department Head approval, as applicable.

Non-Reimbursable Items. Costs for optional or elective certifications, licenses, trainings, courses, or memberships that are not required for the employee's classification—and any memberships that lack prior written approval from the Department Head—are not eligible for payment or reimbursement under this section.

SECTION 6
Days and Hours of Work

6.01 Standard Workweek

The standard workweek for employees occupying full-time positions in this unit ordinarily consists of five (5), eight (8) hour days; usually Monday through Friday, unless otherwise specified by the County Executive Officer (CEO). The workweek shall commence on Saturday at 12:00 AM and end on the following Friday at 11:59 PM. Employees occupying part-time positions shall work such hours and schedules as prescribed by their department head. Except as hereinafter provided, County offices shall ordinarily be open for the transaction of business from 9:00 AM to 4:00 PM every day except Saturdays, Sundays, and holidays. With the approval of the CEO, a department head may make such changes to the schedule of office hours, as public convenience or necessity may require.

6.02 Alternate Schedules

The County and Union mutually acknowledge the potential advantage of alternate schedules. Employee requests for alternate schedules will be accommodated when operationally feasible in the judgment of the department. Therefore, the department head, with mutual agreement by the affected employee may with prior approval of the Director of Human Resources & Risk Mgmt., modify or adjust an employee's schedule to the following:

(1) 9/80 Schedule: A 9/80 schedule shall consist of eight 9-hour workdays, one 8-hour workday, and one additional day off, every other workweek. The additional day off must be taken on the same day of the week as the 8-hour workday in the alternate week. For employees on a 9/80 program (9 workdays in an 80 hour pay period) the work week shall consist of the first 40 hours worked in a 7 consecutive 24- hour period, commencing with the start of the 9/80 schedule. Work week will be adjusted to meet the requirements of FLSA.

Paid time off for vacation, holidays, and compensatory time taken shall be computed as actual hours worked for computation of overtime. When holidays fall on a day that is the employee's normal 9 hour workday, the employee must take 1 hour vacation time for that day. When a holiday falls on a day normally scheduled to be off, the employee will need to take a different day/time off within that pay period.

(2) 9/4/40 Schedule: A 9/4/40 schedule shall consist of four 9-hour workdays and one 4-hour workday each workweek. The four-hour day must be taken on the same day of the week each workweek.

Paid time off for vacation, holidays, and compensatory time taken shall be computed as actual hours worked for computation of overtime. When a holiday falls on an AWS half day off, the employee will need to take a different day/time off within that pay period.

(3) 4/10 Schedule: A 4/10 schedule shall consist of four (4) ten (10) hour workdays within each seven (7) day workweek, with one (1) scheduled day off each week. Department heads may authorize the use of a 4/10 schedule for eligible employees, subject to prior approval of the CEO. The scheduled day off must remain consistent each week unless a temporary change is approved by the department head for operational needs. For employees on a 4/10 schedule, the workweek shall commence at the same time and day as established for the department's standard schedule unless otherwise approved by the CEO.

Paid time off for vacation, holidays, sick leave, and compensatory time shall be charged in accordance with the employee's scheduled hours for that day (i.e., a scheduled ten (10) hour day results in usage of ten (10) hours of leave). During a week which has a holiday, the employee will work 8 hour days for that week.

(4) 8/12/80 Schedule: Department heads may, with prior approval of the CEO, be permitted to establish an alternate work schedule which will allow employees to work in one seven (7) day period:

two (2) eight-hour shifts (2x8=16)
two (2) twelve hour shifts (2x12=24)
three (3) days off

The net result is an employee working eighty (80) hours in a pay period, with no resulting overtime. The work week shall commence on Saturday at 12:00 AM and end on the following Friday at 11:59 PM when this alternate schedule is implemented.

Paid time off for vacation, holidays and compensatory time off shall be computed as actual hours worked for computation of overtime. Sick leave usage and vacation time to be used will be consistent with scheduled hours for that day (ie. scheduled twelve (12) hour day results in usage of twelve hours of vacation).

Any such change must be requested and approved on appropriate County forms. As a rule, schedule changes should not create any additional overtime.

A group of employees in a department may request the initiation of an alternate work schedule within a work unit, division, or department. When making such a request the employees are obligated to outline the proposed work week, hours of services, and program and service enhancements which will result from implementation of the proposed alternate work schedule. The appointing authority will consider all such requests in good faith. When denying such an alternate work schedule request or discontinuing an existing alternate work schedule for an individual or group of employees the appointing authority will provide such denial in writing to the requesting employee(s) stating the reason(s) for the denial.

Any such denial of an alternate work schedule request from an individual or group of employees may be appealed for review by the CEO. The CEO will meet with the employee(s) or their representative and provide their response regarding the requested alternate work schedule within 15 calendar days following the meeting.

6.03 Flex Time (Hours)

Employees may have the option, on an exception basis and with written pre-approval from an immediate supervisor or designee, to utilize flex time. The utilization of flex time shall not cause an employee to be paid overtime.

Time off, or the time flexed, shall be made up during the same week that it was utilized.

Requests must be done with enough notice so that the business needs of the department are not negatively impacted.

Use shall be limited to short periods of time and generally shall not exceed two (2) hours in a work week (Saturday thru Friday).

6.04 Unplanned Office Closures

An "Unplanned Closure" refers to an unscheduled suspension of physical office operations due to circumstances beyond the County's control. These include, but are not limited to: severe weather, natural disasters, utility outages, building safety hazards, or public health emergencies. The authority to declare an unplanned closure rests solely with the CEO or authorized designee.

(1) The County shall notify employees of an unplanned closure as soon as possible upon making the decision. Notification may be made in person, sent by email, text or by the County's alert system**.**

(2) Work Expectations and Remote Capabilities

a. Employees whose job duties can be performed remotely, and who have the necessary equipment, are expected to work their regularly scheduled hours from home.

b. Employees whose duties require a physical presence, or who lose home utilities (power/internet) during the closure or emergency, may use their available accrued leave.

c. Alternative worksites may be provided to employee upon request to department head.

(3) If an employee reports to the physical office prior to a closure notice being issued:

a. The employee will receive a minimum of two (2) hours paid administrative leave if the office is closed upon arrival. The employee may use available accrued leave for the remainder of the scheduled shift.

b. The employee will receive four (4) hours of paid leave if the office closure is issued prior to 12:00 pm. The employee may use available accrued leave for the remainder of the scheduled shift.

c. The employee will receive up to two (2) hours of paid administrative leave if the office closure is issued after 12:00 pm. The employee may use available accrued leave for the remainder of the scheduled shift. Hours worked and paid administrative leave cannot exceed the scheduled shift.

d. If an employee is commuting to work when a closure notice is issued and does not receive the notice until arriving at the work site. The employee shall be eligible for the same paid administrative leave as if they had reported prior to the closure notice. Employees will not be required or expected to access electronic communications while operating a motor vehicle.

(4) Employees who are already on pre-approved paid leave (Vacation, Sick, FMLA) during an unplanned closure will have their leave deducted as scheduled. They are not eligible for paid administrative leave.

SECTION 7
Overtime

7.01 Authorization

All compensable overtime must be authorized by the department head or a designated representative. If prior authorization is not feasible because of emergency conditions, authorization must be made on the regular working day following the date on which the overtime was worked.

7.02 Overtime Defined

The following provisions pertaining to authorized overtime work shall only apply to those employees in the unit whose normal work period is forty (40) hours per authorized workweek.

(1) Employees who work a normally scheduled eight (8) hour day shall be paid at one and one-half (1 1/2) times the applicable straight time hourly rate or granted compensatory time off (CTO) at one and one-half (1 1/2) times the rate of actual hours worked for all authorized work performed in hours in excess of eight (8) hours in any work day.

(2) If the employee's normally scheduled workday is nine (9) hours, authorized time worked beyond nine (9) hours in the workday shall be compensated as overtime. Overtime will be compensated at one and one-half (1 1/2) times the rate of actual hours worked for all authorized work performed in excess of nine (9) hours in any workday.

(3) If the employee's normally scheduled workday is ten (10) hours, authorized time worked beyond the ten (10) hour workday shall be compensated as overtime. Overtime will be compensated at one and one-half (1 1/2) times the rate of actual hours worked for all authorized work performed in excess of ten (10) hours in any work day.

(4) If the employee's normally scheduled workday is twelve (12) hours, authorized time worked beyond the twelve (12) hour workday shall be compensated as overtime. Overtime will be compensated at two (2) times the rate of actual hours worked for all authorized work performed in excess of twelve (12) hours in any workday.

(5) All employees, no matter what daily work schedule they are on will accrue overtime at two (2) times the rate of actual hours worked for all authorized

work performed in excess of twelve (12) hours in any work day. The provision of this term applies only if the County is reimbursed by State or Federal agencies.

(6) Whether the employee receives cash or compensatory time off for overtime worked shall be at the request of the employee, with the approval of the Department Head. Any dispute arising out of this decision shall be resolved by the CEO.

(7) Overtime shall be computed to the nearest one-quarter (1/4) hour and shall be recorded on paycheck stubs.

(8) CTO Accrual: Employees accruing compensatory time off may accrue a maximum of one hundred hours (100). Time in excess of one hundred (100) hours shall be automatically paid.

During emergencies or other unusual circumstances, as determined by the CEO, the compensatory time off accrual maximum may be increased. CTO accruals may be carried over from year to year.

The time at which employees may take CTO leave shall be approved by the Department Head.

(9) Up to 40 hours of CTO may be cashed out subject to the following:

a. The employee must make an irrevocable election to cash out up to a specific amount of CTO in the calendar year prior to the cashout;
b. The amount of cashed out hours must have been accrued in the same calendar year as the cash out;
c. Cash outs will occur once per year, during the first pay period in December;
d. Employees will make their irrevocable election by the last pay period in December.

(10) Sick Leave hours shall not be counted as hours worked for purposes of calculating overtime.

7.03 CTO Upon Promotion Out of the Bargaining Unit

An employee who is promoted to a position out of the bargaining unit shall receive cash for hours of CTO accumulated as of the date of the promotional appointment; vacation and sick leave hours accrued as of the date of the promotional appointment will be transferred or carried forward with the employee to his new promotional position with no loss.

7.04 Call Out/Standby Pay

(1) Employees shall receive standby pay at $3.00 per hour for authorized time in standby status.

(2) Employees shall be paid time and one-half for telephone calls, received or made regarding County business; reported in 15 minute minimum intervals; minimum paid for a phone call is 15 minutes;

(3) The County shall pay time and one-half for call-out; computed from time phone call or call-out received to time of return to domicile or original location, whichever is closer; the two hour minimum payment does not include time for child care arrangements or personal business;

(4) The County will establish uniform call-out policies such as providing pagers for employees and establishing clear requirements for out of County travel and time limit in which employees are expected to respond to the call.

7.05 Time: Call Out/Standby Status

Employees who earn overtime during periods of approved on-call status as outlined in Section 7.04 of this Memorandum Of Understanding may elect one of the following compensation methods for such earned overtime with the approval of the department head:

(1) Pay at time and one-half their normal straight time hourly rate, not adjusted for standby pay, for earned hours of overtime; or

(2) CTO at one and one-half (1 1/2) time their normal hourly rate, adjusted for standby pay;

(3) with pay at two (2) times the rate of actual hours worked for all authorized work performed in excess of twelve (12) hours in any 24 hour period;

SECTION 8
Holidays

8.01 Qualifying for Holiday Pay

(1) A regular employee working fifty (50) percent of fulltime or more shall be entitled to take all authorized holidays, as a holiday, not to exceed eight (8) hours for any one (1) holiday. In order for an employee to receive compensation for a holiday, the employee must be in a pay status (working, vacation, sick, leave, worker's compensation, scheduled day off) the day prior to and the day following the holiday. An employee who qualifies for pay on holidays observed by the County shall receive holiday pay, except an employee who fails to report for a scheduled work shift on any such holiday shall receive no pay.

(2) A part-time, permanent employee occupying a position of fifty (50) percent of full-time or greater shall receive the holiday pay on a pro rata basis.

8.02 Holidays Observed

(1) The following days shall be observed as holidays:

New Year's Day	Columbus Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
	Winter Recess:
	December 28, 2026
	December 29, 2026
	December 30, 2026

Every day appointed by the President and Governor for a public fast, thanksgiving or holiday and so adopted by the Board of Supervisors**.**

(2) The Winter Recess is the three weekdays between the Christmas and New Year's holidays as listed above. County departments may be limited from closing in their entirety during the Winter Recess. The determination for closure shall be made by each respective department head and may be subject to final approval by the County Executive Officer. Notwithstanding, department heads and/or their designees will make all reasonable efforts to permit staff to observe the Winter Recess as paid time off.

a. If an employee is unable to observe Winter Recess in its entirety, they will be credited with paid time off in an amount equivalent to the hours actually worked during Winter Recess. Any credited alternate paid time off will be made available to use during each successive calendar year and may be taken in the same manner as accrued vacation. Any unused alternate paid time off shall be forfeited as of December 31st.

b. Employees must be in a paid status (i.e., not on an unpaid leave of absence, etc.) prior to December 23rd. to be eligible for the Winter Recess.

c. Part-time employees will participate in the Winter Recess based on their assigned hours on a pro-rated basis.

d. No payment for unused Winter Recess hours shall be permitted. Winter Recess hours are not counted as hours worked for determining overtime or CTO eligibility.

e. So long as the parties are in an active (unexpired) MOU term, the holiday closure shall remain. When necessary, the parties shall meet to designate the specific closure dates for the effective calendar year. Absent an MOU extension, the holiday closure shall expire when the parties' agreement has expired.

The provisions of this paragraph shall apply to those employees who observe holidays by not working a regularly scheduled workday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday except by those employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any holiday falls on a Sunday, the following Monday shall be observed as a holiday, except by those employees regularly scheduled to work Sundays, who shall observe such holidays on Sunday. If any of the foregoing holidays fall on any day from Monday through Friday, and that day is a regularly scheduled non-work day for an employee, the employee shall be entitled to receive another day off with holiday pay within the pay period in which the holiday falls. Provisions of this paragraph shall not apply to those employees who receive holiday pay in lieu of time off for holidays.

If the County closes a work site on any day that is a normally scheduled workday, and cannot assign the workers to another worksite, the employees with be paid for their normally scheduled shift, at straight time.

8.03 Holiday Pay and Additional Holiday Compensation

For employees who are eligible for holiday pay in lieu of a day off due to organizational needs or schedules, the following shall apply:

(1) If a County holiday falls on the employee's regularly scheduled day off, the employee shall be paid eight hours of straight time at his normal wage rate. Such payment is called holiday pay. The employee therefore, will have the day off in addition to receiving the holiday pay.

(2) If a County holiday falls on a day on which the employee is regularly scheduled to work, the employee shall receive holiday pay plus time and one-half (1½) for hours worked.

(3) An employee who regularly works shifts as other than a traditional eight (8) hour day, five (5) day week shift and who works a holiday shall receive holiday pay at time and one-half (1½) for hours worked as part of his regular non-overtime shift assignment and time and one-half for hours worked in overtime status.

8.04 Authorization for Holidays Worked

Holiday work must be granted prior approval by the Department Head or designee except in emergency situations where approval cannot be obtained beforehand.

SECTION 9
Vacation Leave

9.01 Vacation Allowance/Accrual

(1) Employees in continuous, full-time County service shall accrue vacation per the following schedule. Vacation accrual shall begin with the first hour of work. (Full-time County service is defined as a 2080 hour work year.)

a. Date of hire through three complete years of continuous employment: accrue eight (80) hours per year.

b. More than three (3) complete years through ten (10) complete years of continuous employment: accrue one hundred twenty (120) hours per year.

c. More than ten (10) complete years of continuous employment: accrue one hundred sixty (160) hours per year.

(2) Vacation accrual shall be at the rate of approximately 3.077 hours bi-weekly for the first three (3) complete years; thereafter, it shall accrue approximately 4.615 hours bi-weekly through ten (10) complete years; and thereafter, it shall accrue vacation at approximately 6.154 hours bi-weekly period.

a. If properly requested, in accordance with Department Rules, a vacation denied or canceled would result in the employee given a 90 day extension or paid off at the department choice.

(3) Regular employees who work fifty (50) percent of fulltime or more shall accrue vacation credits. Vacation shall accrue on the basis of regular hours worked.

(4) Except as provided in Section 16, employees are eligible to use accrued vacation after six (6) months of continuous service.

(5) Employees may use vacation, charged in minimum increments of fifteen (15) minutes, for those hours which the employee would normally have worked, to a maximum of the hours accrued.

(6) The time at which employees may take vacation leave shall be approved by the Department Head.

9.02 Vacation Allowance for Separated Employees

(1) When an employee is separated from County service, any remaining vacation allowance shall be added to their final compensation and shall be issued separately from the employee's final pay check.

(2) An employee who is subsequently reinstated within one (1) year of lay-off shall have his prior service counted in determining eligibility for vacation accrual, excluding the time between the date of lay-off and the date of reinstatement.

9.03 Holiday During Vacation

If a holiday falls within an employee's vacation leave, the holiday shall not be counted as a vacation day.

SECTION 10
Sick Leave

10.01 Accrual

Regular employees working fifty (50) percent of full-time or more shall accrue sick leave at the rate of 3.692 hours for each full eighty- hour payroll period. (80)

Employees shall accrue sick leave on the basis of regular hours worked. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave. Employees shall not accrue sick leave during any leave or leaves of absence without pay. Sick leave accrual begins on the first hour worked. "Hours worked" as used herein are straight time hours only and do not include overtime.

10.02 Usage

Employees may use sick leave, charged in minimum increments of one-quarter (1/4) hour, for those hours which the employee would normally have worked, to a maximum of the hours accrued, for the following:

For the purpose of this Section Immediate family means mother/father, mother/father-in-law, spouse, son/son-in-law, grandchild, grandparents, brother/sister, brother/sister-in-law, daughter/daughter-in-law, or any relative living in the immediate household. Nothing in this section shall violate the rights of domestic partners under California Law or Federal & California State Leave Laws.

(1) Illness/Self: The employee's illness, injury or exposure to contagious disease, which incapacitates him from performing his duties.

(2) Illness/Immediate Family: An employee may use up to sixty (60) hours per fiscal year of accrued sick leave for illness in the immediate family (Federal & California State Leave Laws).

(3) Bereavement: Regular employees shall be entitled up to 3 days (max of twenty-four hours) of paid bereavement leave per incident due to the death of an immediate family member. Employees may use up to two (2) additional days of accrued leave for bereavement purposes.

If no accrued leave is available, the employee may request unpaid leave. Bereavement leave must generally be taken within three (3) months of the death and may be taken intermittently.

(4) In special cases, with the approval of the CEO, a department head may grant sick leave in other circumstances. No sick leave shall be paid to an employee during a leave of absence without pay.

(5) An employee shall not be permitted to use sick leave if the employee is eligible to receive long term disability benefits.

10.03 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his absence, the employee shall request authorization for sick leave in the manner hereinafter specified. In all other instances the employee shall notify his supervisor as promptly as possible.

Before an employee may be paid for the use of accrued sick leave, the employee shall complete and submit to their department head for approval a signed statement on a prescribed form stating the dates and hours of absence, the exact reason, and such other information as is necessary for his request to be evaluated. If an employee does not return to work prior to the payroll, other arrangements may be made with the approval of the department head.

The department head may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request.

10.04 Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

(1) Was hospitalized during the period for which sick leave is claimed; or

(2) Received medical treatment/diagnosis and presents a signed physician's statement, indicating illness or disability for the period claimed.

An employee who submits a written resignation from County service shall not be eligible to use sick leave in lieu of vacation.

10.05 Sick Leave Payback

Optional buy back: Upon PERS or Social Security Retirement, or upon death of an employee, remuneration for accumulated sick leave may be paid to the employee, or designated beneficiary at the employee's option. Remuneration is to be calculated at employee's last salary rate up to the maximum of one thousand five hundred dollars ($1,500.00). If the employee elects to receive this payment option then, at retirement his remaining available accumulated sick leave may be applied toward service credit for retirement purposes. An employee may, however, elect to apply all accumulated sick leave towards PERS service credit for retirement purposes.

10.06 Military Service Credit

An employee may purchase PERS service credit for prior service in the Peace Corps, AmeriCorps, AmeriCorps Vista, or as active military duty.

10.07 Reproductive Loss Leave (SB 848)

(1) Eligibility - All employees (full-time, part-time, and probationary) are eligible after 30 days of employment, as required by law.

(2) Covered Event -A "reproductive loss event" includes miscarriage, stillbirth, unsuccessful assisted reproduction, failed adoption, or failed surrogacy.

(3) Eligible Individuals - Leave is available to the employee who experiences the loss and to any employee who would have become a parent as a result of the pregnancy, adoption, or surrogacy.

(4) Leave Entitlement
   a. Employees may take up to five (5) days of unpaid leave per reproductive loss event
   b. Employees may elect to use accrued paid leave during reproductive loss leave.
   c. Total reproductive loss leave shall not exceed twenty (20) days in any twelve-month period, consistent with state law.

(5) Timing
   a. Leave must be taken within three (3) months of the reproductive loss event and may be taken intermittently.

b. If the employee is on FMLA, CFRA, PDL, or other protected leave, the three-month period begins after that leave ends.

(6) Relationship to Other Leave - Reproductive loss leave is a separate statutory entitlement and does not run concurrently with FMLA, CFRA, or PDL unless allowed by law.

(7) Documentation - Consistent with SB 848, the County shall not require documentation or verification of the reproductive loss event.

SECTION 11
Leaves of Absence

11.01 General

The County will adhere to the provisions of the Family Medical Leave Act (FMLA), the California Paid Family Leave Program and other related federal, state and local laws with regards to paid and unpaid leaves of absence.

(1) Family Medical Leave Act (FMLA)

a. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the County at least twelve (12) months including a minimum of 1, 250 hours of paid service during the twelve (12) month period preceding the leave.

b. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child, to care for a seriously ill member of his immediate family or when the employee is unable to work because of his own serious medical condition.

c. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his share of the premium.

d. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition.

e. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.

f. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.

g. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month 1,250 hours of paid service requirement between the two FMLA leaves.

h. Leaves must be applied for in writing to Human Resources with accompanying documentation and verification by the appropriate medical provider.

(2) Non-FMLA Leaves of Absence

If a leave does not qualify under FMLA, the employee must request a paid or unpaid leave of absence for personal or medical reasons in accordance with the following:

a. All requests for leaves of absence pursuant to this section shall first be submitted in writing to the appropriate department head.

b. A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided for in writing to the employee's department head.

c. The County will continue to pay the employee's share of the group health insurance premium for a medical leave; the employee is responsible for the timely payment of his share of the premium. The payment schedule shall be determined by the Office of the Auditor/Controller.

d. The County will not contribute to the health insurance premium for leaves for reasons other than disability.

e. The County reserves the right to deny such a leave and to deny the extension of such a leave.

f. An employee granted a leave under this provision is expected to return to his normally assigned duties upon the expiration of the leave. They are subject to layoffs as if they were working.

g. An employee unable to perform the essential functions of the job under provisions of the Americans with Disabilities Act may not be reinstated to County employment.

11.02 Workers' Compensation Leave

An unpaid leave of absence will be granted to employees who are on authorized workers compensation status due to industrial illness or injury as provided by state law. The County will continue to pay the County's share of the employee's health insurance premium during this leave. It is the employee's responsibility to pay his share of the premium in a timely manner. An employee on Worker's Compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

11.03 Military Leave

An employee of the County who is a member of the California National Guard or Naval Militia or a member of the reserve corps of force of the federal military, naval, or marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed limits set forth in the Military and Veteran's Code. All regular employees in the service of the County who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. An employee shall be reinstated in the position held when inducted into Military Service, as set forth in the Military and Veteran's Code.

11.04 Absence Due to Required Attendance in Court

With prior notice, a regular employee shall be authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

(1) Said absence from duty will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal or civil case, other than as a defendant/plaintiff, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen (15) days after receipt, all fees received.

(2) Jury duty or witness duty shall be considered in terms of "whole days" (8 hours) or "half-days" (4 hours) of service. If an employee is not due to appear for jury duty or as a witness until an afternoon court session, they will be expected to work his usual morning schedule.

If an employee is required to appear for morning court session and is sent home before noon and not required to return in the afternoon, they will be expected to work the usual afternoon schedule.

(3) Attendance in court in connection with an employee's usual official duties or in connection with a case in which the County of Calaveras is a party, together with travel time necessarily involved, shall not be considered

absence from duty within the meaning of this section. A minimum of three (3) hours paid time will be granted to an employee who is required to appear in court in connection with his usual official duties or in connection with a case in which the County of Calaveras is a part.

(4) Absence from duty will be without pay when the employee appears in private litigation to which the County of Calaveras is not a party, or the employee is suing the County.

(5) Any fees allowed shall be remitted to the County Treasurer.

(6) Employees working swing/graveyard shifts will be provided reasonable time off to allow for sleep/rest when serving jury/witness duty.

11.05 Absence Without Leave

(1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty at the expiration of a leave or failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the department head or Director, Human Resources & Risk Management, shall be considered as an absence without leave.

(2) Absence Without Leave

a. Absence without leave due to lack of accrued sick leave, vacation or CTO hours: employees who are absent from their regularly assigned workday shall be expected to use, as appropriate, available accrued sick leave, vacation leave, or CTO hours, or have obtained prior approval for an authorized leave of absence per Section 11.03, 11.04, or 11.05 of the Memorandum of Understanding. Employees whose absence places them in unpaid status due to a lack of accumulated paid leave hours and who have not received authorization for an approved leave of absence shall be considered absent without leave and subject to disciplinary action. It is the intent of this section to discourage use of paid leave hours to cover such absences.

b. Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for five (5) or more consecutive shifts without a satisfactory explanation shall be deemed a tender of resignation. Employees wishing to challenge a finding of resignation may appeal within ten (10) calendar days to the CEO, whose decision shall be final and binding.

(3) Nothing in this section relating to a leave of absence shall violate the rights of registered domestic partners under California law.

11.06 Catastrophic Leave

The Calaveras County Board of Supervisors has authorized the donation of paid leave from one employee to another in situations of serious illness or injury (non-work related). Such donations are considered to be a privilege and are authorized when the Deputy CEO/Human Resources & Risk Director believe that the request is an appropriate one. Employees may donate vacation hours or sick leave hours to another employee on a voluntary basis, consistent with this policy.

(1) Definition of a Serious Heath Condition:

A serious non-work related health condition which incapacitates the employee or a member of their immediate family, and which creates a financial hardship because the employee has exhausted their sick and vacation leave, MTO, Personal Holiday, as well as CTO. A catastrophic illness or injury is defined as a serious illness, injury, impairment, physical, or mental condition that is present for a minimum of seven (7) calendar days, and that involves incapacity or treatment:

a. Connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential health care facility; or
b. Requiring absence of more than seven calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or
c. Due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
d. That is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.); or
e. To receive multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition such as cancer or kidney disease.

(2) Procedure:

a. The requesting employee must complete a "Vacation/Sick Leave Donation: Request to Participate" form and submit a "Physician Certification" form in order to be considered for participation in the vacation/sick donation program. These forms shall be sent by the employee to the Deputy CEO/Human Resources & Risk Director for review. The review shall determine eligibility and if the medical certification is sufficient. The Human Resources Director will make a determination as to whether or not the request qualifies under this policy. Further verification of the

nature of the catastrophic illness or injury or medical emergency may be required.

b. If the recipient is dissatisfied with the Human Resources Director's determination, a second review may be requested by the recipient. The second review will be made by the CEO whose decision is final and not appealable.

c. If a Request to Participate form is approved, the County's Human Resources Department will authorize an electronic message to be sent (the Recipients name will not be posted) to notify all County Departments that a vacation/sick donation request has been approved. The message will provide information on how to access the County intranet site to participate in the donation of vacation/sick hours. The Auditor's Office-Payroll Department will be provided with the necessary Recipient information for the processing of donated hours. Donors will send completed Vacation/Sick Leave Donation forms to the Human Resources Department for processing. Donation pledge forms will be made available in the department and/or electronically for a designated period of time. The donation forms will include a statement informing the potential donor that all donations may be irrevocable once they are credited to the recipient. Donations must be made at a minimum of one (1) or more hour increments.

d. Once the completed donation forms are returned to the Human Resources Department, staff will:

    i. Log in each donation and assign a number based on when it is received, i.e. first donation is #1, etc.

    ii. Verify that each donor has enough vacation/sick to cover the amount of the donation. The donor must have a sufficient leave balance on the books at the time the donation form is submitted. If the donor does not have a sufficient balance, the donation will not be processed and the donation form will be returned to the donor. The donating employee will reserve no less than 80 hours of vacation and 80 hours of sick leave in their accrual bank subsequent to the donation.

    iii. Deduct the donated vacation/sick leave from the donor's vacation/sick leave balance and apply the donated hours to the Recipient.

e. After the recipient has exhausted all of their own paid leave balances, donations will be processed and credited to the recipient in numerical order until there are enough donated hours to make up a full pay period of hours (includes regular, SDI or LTD integrations), i.e. 80 hours for a full time employee or the number of assigned hours for a part-time employee. Donations shall be on dollar for dollar basis, i.e. each hour of leave time is converted to the dollar value according to the donor's rate of pay. Donations received but not credited for this pay period will be held to be used in future pay periods. This process will be repeated each pay period until the recipient's status changes so that they are no longer eligible for vacation/sick leave donation or if the recipient has received 12 months (26 pay periods of receiving donated hours) of vacation/sick leave donations during their tenure with the County, whichever occurs first.

f. Each pay period the Auditor's Office-Payroll Department will add the appropriate number of hours to the recipient's leave balance. Payments will be made to the recipient based on the normal payroll schedule at the recipient's regular biweekly salary. Recipients will continue to accrue vacation and sick hours on a pro-rated basis depending upon the number of donated hours that are used in a given pay period.

g. When the event that caused the need for the Vacation/Sick Leave Donation program is concluded or resolved, any remaining un-credited donations will not be processed and the donation form and credits will be returned to the donor(s) and restored to their vacation/sick leave balance(s).

h. The County will immediately investigate any allegation of coercion or pressure in the solicitation of transfers for Vacation/Sick Leave Donation and take appropriate action.

i. Any donated hours used by a recipient are considered compensable earnings and are subject to applicable Federal, State and Local taxes. Deductions for any benefits premiums and retirement shall also occur. A recipient is responsible for paying the employee portion of any benefits premiums or retirement costs not paid for through the payroll deduction.

SECTION 12
Health and Welfare

12.01 Health, Dental, Vision Insurance

The County agrees to provide health dental, and vision insurance coverage accessible through a qualified cafeteria plan.

The County and the Union agree to utilize the EIA Health Insurance Plan offered by PRISM effective January 1, 2004.

12.02 County Contributions

At the time of this agreement, the County Contribution towards health insurance shall be as follows:

Employee	-	$897.46
Employee + one	-	$1,765.56
Family	-	$2,323.16

Upon ratification, the County shall pay one hundred percent (100%) of health insurance premium increases for the "core plan". This provision will sunset at the expiration of this agreement.

One Hundred Percent (100%) of Employee-Only Dental and Employee-Only Vision to be paid by the County.

12.03 Open Enrollment

Election Authorization: All employees covered by this MOU shall understand that their election as a participant in the County of Calaveras Cafeteria Plan cannot be changed during the plan year unless the employee has a change in the status of their family. These change(s) defined under Internal Revenue Service System regulations and the County of Calaveras Cafeteria Plan as circumstances such as, but not limited to death, divorce, birth of a child, marriage or change in employment. All employees shall also understand that any contribution the employee is required to make for coverage that the employee has chosen shall be taken from their earnings.

Alternate Dental Plan – The County is willing to provide a dental upgrade plan subject to agreement by all employee groups through the Joint Health Care Committee.

12.04 Cash in Lieu of Health Insurance

For those employees who elect not to partake of the County's medical coverage, and provide proof of qualifying group existing health insurance, they will be

provided with three hundred dollars ($300.00) "cash in lieu" benefit. "Cash in Lieu" benefit is available annually during the open enrollment period pursuant to Cafeteria Plan rules. If an employee has a qualifying event they can elect the "cash in lieu" benefit outside of the Open Enrollment period. Employees who elect the "cash in lieu" benefit are also eligible for dental and vision coverage at any level with no cost to employee.

Employees electing the "cash in lieu" of benefit shall request this option only during the annually designated open enrollment period.

12.05 Change in Health Insurance Carriers

(1) A County-wide Joint Health Care committee process to review Medical and other options. The Committee will consist of two representatives from each of the four Unions (Deputy Sheriff's Association, Sheriff's Management Unit, Service Employee's International Union Local 1021, Calaveras County Public Safety Employee's Association) and one representative appointed by the County. The committee shall work together quarterly as needed to explore alternative solutions to lower cost of healthcare options, plan redesign, and sharing resources. The Committee will make recommendations to the Board on possible changes to health providers and coverage. The Committee does not have the ability to unilaterally make any changes to the existing terms through the end of the term of the MOU.

(2) If Board adopts a new health plan option, that plan will be made available to employees at Open Enrollment.

12.06 Pre-Tax Child Care Contribution

The County agrees to provide each employee the option of having a pre-tax deduction from the employee's paycheck as allowed by the tax code, to be used for the payment of daycare expenses. The County agrees to take reasonable steps to implement this pre-tax benefit program.

12.07 Long-Term Disability/State Disability Insurance

The County provides long-term disability (LTD) insurance for eligible employees. LTD allows eligible employees to retain a portion of their regular income while unable to work due to disability. It is the responsibility of the employee to notify Human Resources staff regarding his disability and to apply for LTD on approved application forms.

The County also provides short-term disability insurance through the California State Disability Insurance Program (SDI). The County provides this Coverage through a "coordination of benefits" process. Eligibility for SDI is determined by the State of California. It is the responsibility of the employee to notify Human Resources staff regarding their disability and to apply for SDI benefits on approved application forms.

SECTION 13
Group Life Insurance

The County will provide a fifty-thousand-dollar ($50,000.00) group term life insurance policy on the employee only.

SECTION 14
Probationary Period

14.01 Initial Probationary Period, Extensions

All original and promotional appointments are tentative and shall be subject to a probationary period of twenty-six (26) complete pay periods. The probationary period shall be used for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for releasing a probationary employee whose performance does not meet the standards of work according to County Code 2.64.460 – Probation Period and Evaluations. With the approval of the Director, Human Resources & Risk Management, an employee's probationary period may be extended for an additional thirteen (13) pay periods to a maximum of thirty-nine (39) pay periods. The department head shall notify the employee and the Director, Human Resources & Risk Management in writing of the decision to extend the probationary period no later than the pay period preceding the effective date of the employee's scheduled advancement to permanent status.

14.02 Salary Upon Completion of Probation

An employee who meets standard shall advance to the next step in the salary range for their classification after successful completion of twenty-six (26) pay periods. Failure to meet standards may result in denial of Step increase for a period not to exceed an additional thirteen (13) pay periods. An employee who is initially appointed to Step 2 or higher shall be eligible for advancement upon completion of twenty-six (26) pay periods.

14.03 Promoting While on Probation

A probationary employee who accepts a promotional appointment shall be required to satisfactorily serve the full probationary period in the promotional position prior to achieving permanent status at the level to which promoted.

14.04 Release While on Probation

An employee on probation may be released at any time and shall not have any right to appeal or other recourse.

14.05 Return to Previous Position

A promoted probationary employee may be returned to their previous position at any time during the probationary period as long as the employee achieved

permanent status within the previous classification. If a permanent employee fails to pass their probationary period during the promotion process, the employee shall be returned to their previous position. A promoted probationary employee, who has previously achieved permanent status, may not be terminated from employment for failing to satisfactorily complete their probationary period. The permanent employee shall be placed at the same range and step held prior to being promoted.

SECTION 15
Dismissal, Suspension, or Demotion for Cause

15.01 Progressive Discipline

Progressive discipline is an integral part of the County's discipline policy.

15.02 Authority to Discipline

The appointing authority may dismiss, suspend or demote any employee in the classified service in accord with established County procedures. If the employee does not appeal such action within ten (10) work days after notification of such action, the disciplinary action shall be final.

15.03 Conduct Subject to Discipline

An employee may be dismissed, suspended or demoted for just cause including but not limited to the following:

(1) Failure to meet prescribed standard of work, performance, attendance and/or ethics to an extent that the employee's performance is deemed below standard;

(2) Theft or destruction of County property;

(3) Inefficiency;

(4) Incompetence;

(5) Neglect of duty;

(6) Insubordination;

(7) Conviction of a felony; conviction here means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;

(8) Discourteous treatment of the public or other employees, including threats of assault;

(9) Unauthorized absences, including incarceration, or abuse of sick leave privileges;

(10) Improper political activity as defined in federal, state, or local laws and regulations;

(11) Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his duties;

(12) Falsification of records or fraud in securing appointment;

(13) Willful disobedience;

(14) Other conduct either during or outside of duty hours, including obscene or immoral conduct, which causes discredit to their employment;

(15) Dishonesty;

(16) Drunkenness on duty;

(17) Intemperance;

(18) Impairment from, possession of, sale or use of illegal drugs while on duty;

(19) Inexcusable absence without leave (absenteeism and tardiness);

(20) Conviction of a misdemeanor when the conviction discredits the County and its business operations;

(21) Use of County property in violation of law, Board order, or a departmental policy;

(22) Violation of Chapter 2.64 of the County Code (Personnel Ordinance);

(23) Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;

(24) Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;

(25) Failure to meet standards established by the Department of Transportation Controlled Substances and Alcohol Use and Testing Regulations;

(26) Failure to return to work at the expiration of an authorized leave of absence;

(27) Failure to observe County or departmental safety rules.

15.04 Paid Administrative Leave

While an employee is under disciplinary review, the Department Head, with the approval of the CEO or designee, may order an employee off work with pay (administrative leave). When an employee is placed on paid administrative leave they shall be provided written reasons for the administrative leave. They shall be given reasonable notice prior to being directed to return to work.

15.05 Disciplinary Appeal

An employee who is dismissed, suspended or demoted for cause may appeal the disciplinary action to binding arbitration pursuant to Section 19.02 of this Memorandum of Understanding subject to the following:

(1) The disciplinary appeal shall be filed in writing with the CEO's Office within seven (7) workdays of the time at which the affected employee was notified of the final determination of discipline.

(2) The CEO shall have the authority to settle disciplinary appeals prior to the initiation of arbitration proceedings. This authority to settle the appeal includes the authority to modify the disciplinary action with or without the award of back pay.

(3) An employee who elects to proceed to arbitration without Union representation shall be required to post a bond with the arbitrator to ensure payment of all fees and expenses normally assessed to the Union for the cost of arbitration. The bond shall be released upon confirmation that the employee has paid all fees and expenses for which they are responsible. If proof of payment is not received by the arbitrator within forty-five (45) calendar days from the date the invoice for arbitration costs is presented, the bond shall be forfeited, and the employee's share of the arbitration costs shall be paid from the bond proceeds. Any remaining balance, after all required payments have been made, shall be returned to the employee who posted the bond.

(4) If the arbitrator finds that the County had the right to take the disciplinary action being appealed, the arbitrator may not substitute his judgment for the judgment of management, and if they find that the County had such right, they may not order reinstatement and may not assess any penalty upon the County.

15.06 Skelly Procedure

Anytime the County removes any employee from pay status because they are absent without leave, because the County deems them to have resigned, because they have been disciplined, or for any other involuntary reason, the County shall afford the employee a pre-deprivation due process hearing which meets the requirements of *Coleman v. State Personnel Board,* 52 Cal.3d 1102 (1991) and *Skelly v. State Personnel Board,* 15 Cal.3d 194 (1975). The County shall take no person off paid status unless the County has satisfied the minimum due process requirements of *Coleman* and *Skelly*.

(1) Right to Hearing

The employee may appeal the proposed action and request a hearing by responding in writing to the Director of Human Resources within ten (10) work days after notification of such action.

(2) Representation

The employee may be represented at the hearing by a representative of the employee's choice.

(3) Conduct of Skelly Hearing

The appointing authority or designee shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

(4) Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed actions, the reasons for the action, and the employee's rights of appeal.

SECTION 16
Furloughs

16.01 Furlough Defined

The furlough process as is a mechanism which may help preserve jobs in the County service during time of fiscal hardship. A furlough is identified as unpaid time off as approved by the Board of Supervisors when such time off is required. An employee may not substitute vacation, sick leave or CTO for furloughed time.

16.02 Furlough Procedures

Employees shall be furloughed in the following manner:

(1) VOLUNTARY FURLOUGH:

(A) The Voluntary Furlough program may be utilized.

(B) Employees are required to complete the request forms provided by the County Human Resources Department.

(C) If the request is approved, the following provisions will apply:

1. The County shall continue regularly scheduled benefits and pay its share of health premiums for furloughed employees;

2. Sick Leave and Vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods;

3. A furlough day that occurs in conjunction with a County holiday will not affect the employee's right to be paid for that holiday.

4. Furlough days will not alter an employee's date of hire, length of service or seniority.

SECTION 17
Lay-off Procedures

17.01 Layoff

The appointing authority, with the approval of the CEO, may layoff employees whenever it becomes necessary due to lack of funds or, lack of work.

17.02 Order of Layoff

(1) Employees shall be laid off in the following order:

Extra-hire, provisional, limited term, and permanent employees.

(2) Layoff shall be by inverse order, by classification seniority as determined pursuant to Section 17.03 (2) below, and applied on a departmental basis.

(3) The County will provide affected employees and the Union with written notice of layoff as early as practicable and no less than thirty (30) calendar days.

(4) Upon the Union's written request, the County will meet and confer with the Union regarding the effects of the proposed layoffs and will consider any proposals advanced by the Union regarding those effects. If requested by the Union, the CEO will meet with Union representatives before implementing layoffs to review the County's seniority determinations. Management reserves the right to make final decisions regarding layoffs.

17.03 Bumping

Any permanent County employee subject to lay off may exercise bumping rights subject to the following limitations:

(1) Only permanent County employees may exercise bumping rights in lieu of layoffs. Bumping rights will not be extended to extra-hire, provisional, limited term or probationary employees.

(2) For purposes of determining bumping rights, seniority shall be measured by an employee's time in the classification they are bumping to added to the time they have spent in a directly related higher classification(s), but shall not include any period during which the employee was on leave without pay, or not actually in County employment because of their voluntary separation, layoff, or other cause. For an employee who is re-hired after separation, seniority shall be measured from the date of their most recent appointment, subject to the above limitations.

(3) A permanent employee subject to layoff may, within their current department, elect to bump into an equal-paying classification or demote to a lower classification, provided that:

a. The employee previously held permanent status in that classification; and
b. The employee continues to meet the minimum qualifications for that classification; and
c. The employee possesses more seniority, as defined above, than the employee who is being bumped.
d. Bumping is subject to the approval of the CEO.

(4) A permanent employee subject to layoff may elect to bump into another department at an equal-paying classification or demote to a lower classification, provided that: (in addition to criteria in Section 17.03.3)

a. Bumping shall apply only to positions of the same or lesser salary range and shall extend only laterally or downward, including across departments, into classifications that are similar with respect to tasks, required skills, and qualifications.

b. An employee may not bump any employee who has greater seniority in County service.

17.04 Reemployment and Recall

(1) A permanent County employee laid off from County employment who does not bump into another position will have a right to re-employment in the County service for three years after the date of layoff. An employee re-employed back to their former position within one year shall have their sick leave accruals reinstated and vacation accrual rate maintained. Re-employment rights provide for the employee being referred by the Human Resources Department to any vacant position in the classification from which the employee was laid off. Re-employment rights provide that the employee will be considered for appropriate vacancies not previously held prior to the referral of "names" from an Employment Eligibility List.

(2) A permanent County employee laid off will have a right of recall to the same position in the same County department from which the employee was laid off for three years after the date of layoff. Upon the written request of a laid off employee, prior to expiration of the three year period, their reemployment rights will be extended an additional two years. While no service credit will accrue while employees are laid off, there shall be no break in service considered for layoff purposes for those laid off employees reemployed to a County position pursuant to this section.

17.05 Notice of Position Elimination Resulting from AI Technology

If, during the term of this agreement, the County determines that the implementation of Artificial Intelligence (AI) technology will result in the elimination of a budgeted position represented by SEIU Local 1021, the County shall provide the Union with at least forty-five (45) calendar days' advance written notice prior to the effective date of the position elimination.

SEIU may request to meet and confer regarding any concerns regarding changes to terms and conditions of employment due to the County's implementation of new AI software. The County shall meet with SEIU within 10 business days of SEIU's request.

Nothing in this section shall limit the County's management rights, including but not limited to its right to evaluate, acquire, implement, modify, or utilize technology, software, equipment, systems, or operational processes.

This section shall not apply to routine software updates, enhancements, or features incorporated into commercially available software products utilized by the County.

SECTION 18
Meal Periods and Rest Periods

18.01 Meal and Rest Periods

Employees working an eight and one half (8 ½) hour shift shall receive a one-half (1/2) hour non-paid meal period. Employees working a nine (9) hour work shift shall receive a one (1) hour non-paid meal period. FLSA non-exempt employees who are directed to work through a meal period shall record all time spent working on their timecard.

Except in emergencies, employees shall receive a fifteen (15) minute paid rest period during the first half of the work day. Except in emergencies, employees shall receive a fifteen (15) minute paid rest period during the second half of the work day. Employees shall not use the rest periods to lengthen their lunch period or shorten the work day.

18.02 Time Limits, Shifts

Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly. Employees working swing or graveyard shift shall receive meal and rest periods established by the department policy.

SECTION 19
Grievance Procedure and Arbitration

19.01 Definitions

(1) Grievance: A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum of Understanding which adversely affects the grievant excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

(2) Grievant: A grievant is an employee who files a grievance as defined above. Alleged violations, misapplication, or misinterpretations, which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant. In cases which involve Union rights guaranteed by a specific provision(s) of this agreement, the Union may be a grievant, and the process shall begin at level 2 within five (5) working days of the occurrence giving rise to the grievance.

19.02 Procedures, Steps

(1) Informal Resolution. Within ten (10) working 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 their grievance with their immediate supervisor. A supervisor shall have five (5) working days to respond to the employee.

(2) Formal Levels

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, they may within ten (10) working days of the receipt of the response, file a formal written grievance with their department head. The grievance shall be on a form containing a statement describing the grievance, the section of this Memorandum of Understanding allegedly violated, and the remedy requested. The department head (or designee) shall, within ten (10) working days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) working days from the receipt of such answer, file a written appeal to the CEO. The CEO or his designee may conduct an investigation of the grievance which may include a meeting with the concerned parties. The CEO or designee shall give written answer to the grievant within twenty (20) working days.

Level 3: If the grievant is not satisfied with the written answer of the CEO or designee the Union may, on behalf of the grievant, request that the grievance be advanced to arbitration as provided for in Section 19.02. Requests for arbitration shall be in writing, addressed to the CEO's Office and shall be filed within twenty (20) working days of the CEO's decision at level 2.

19.03 General Provisions

(1) If a grievant fails to carry his 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.

(2) If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his grievance to the next higher level.

(3) The grievant may be represented by a person of their choice at any formal level of this procedure.

(4) Time limits and formal levels may be waived by mutual written consent of the parties.

(5) Proof of service shall be accomplished by registered mail or personal service.

(6) For any formal grievance in which the Union is not representing the grievant, the County shall provide the Union a copy of:

a. The grievance filed by the employee at formal level 1 and 2 ;
b. The response of County at formal levels 1 and 2;
c. The request for arbitration;
d. The arbitration transcript;
e. The arbitration decision.

Such material shall be provided in a timely manner.

19.04 Arbitration

If the Union and the CEO are unable to reach a mutually satisfactory accord on the grievance which arises out of and is presented according to the specific procedures and limitations of this article, the grievance may be submitted to an impartial arbitrator who shall be selected by mutual agreement of the Union and the CEO.

(1) Should the CEO and the Union fail to reach agreement on selection of an arbitrator within fifteen (15) days, they shall jointly request a list of five (5)

qualified arbitrators from the California State Mediation and Conciliation Service or the American Arbitration Association. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains who shall be the arbitrator. If the American Arbitration Association is utilized, any fees in connection with such use shall be shared equally between the County and the Union.

(2) The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

(3) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.

(4) No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 18.01 and is consistent with all provisions herein.

(5) Proposals to add to or change a Memorandum of Understanding or written agreements of addenda supplementary hereto are not arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. Likewise, no grievance arising out of Section 3 (Non-Discrimination) shall be submitted to arbitration.

(6) No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment. The arbitrator's decision shall be limited only to the application and interpretation of the provisions of this agreement in the matter referred for consideration.

19.05 Grievances Related to Payment of Compensation

All complaints involving or concerning the payment of compensation shall be initially filed in writing at Level 1 with the Director Human Resources & Risk Management. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and not detailed in the Memorandum of Understanding which results from such process shall be deemed withdrawn until the meeting and shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

19.06 Changes/Interpretation of MOU

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director, Human Resources & Risk Management and the Union in writing.

19.07 Peaceful Performance

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slow-down, stoppage of work, sick-out, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Union nor any representatives thereof, shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the county, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

19.08 Reassignment

Any employee who is permanently reassigned may request a written statement from the Department Head as to the reasons for the reassignment, including the factors used to determine why the employee was selected. This written response shall be issued within ten (10) working days from the date of the request. If requested by the Union, the County will meet to discuss the reasons for the reassignment.

The County shall provide ten (10) working days written notice prior to permanently reassigning an employee.

SECTION 20
Uniform and Boot Maintenance Allowance

20.01 Uniform and Boot Maintenance Allowance

The County shall pay a six hundred dollar ($600.00) per calendar year uniform maintenance allowance. The allowance will be paid every other pay period. Uniform allowances will be paid for the positions of Custodian, Lead Custodian, Facility Maintenance Worker I/II/III, Faciltiy Maintenance Engineer. The uniform maintenance allowance is to be added to the employee's regular pay warrant.

(1) The County shall provide two hundred and fifty dollars ($250.00) boot allowance to classifications assigned to work in jobs that

Federal, State or Local OSHA regulations stipulate are required to purchase boots meeting the American National Standards Institute Z41 PT 99 PR (Puncture Resistant Standard).

(2) Effective January 1, 2027, the County shall provide Road Maintenance Worker I/II/III and Senior Road Maintenance Workers with ten (10) high-visibility Class 3 safety shirts per calendar year. Employees hired after July 1st of the calendar year will be given five (5) high-visibility Class 3 shirts.

(3) The County will provide annual reimbursement of two hundred and twenty-five dollars ($225.00) for certain designated classifications of employees who are required to purchase boots meeting Federal, State or Local Regulations 1910.136 (Foot protection).

Employees who receive the boot allowance are required to wear their boots when necessary. This allowance will be payable in coordination with the uniform allowance scheduled on the first full pay period in the month of December. For New Hires and employees promoted into positions who receive a boot allowance, will receive a prorated amount and will be entitled to the full Boot Allowance the first full pay period in the month of December.

SECTION 21
Longevity Incentives

21.01 Longevity Pay

The County will compensate employees for longevity with the County with the following incentives:

(1) 5½ years = 2½ % increase in pay (Employees hired prior to April 1, 2005)
(2) 6 Years = 2 ½% increase in pay (Employees hired after April 1, 2005)
(3) 10 years = 2½ % increase in pay
(4) 15 years = 2½ % increase in pay
(5) 20 years = 2½ % increase in pay
(6) 25 years = 2 ½ % increase in pay

21.02 Calculated on Base Salary

Longevity incentive compensation shall be computed on the base salary of the employee and shall not be computed on a salary that includes payment for any other longevity incentive. By way of further clarification, an employee eligible to receive all longevity incentives shall receive a maximum of twelve and one half percent (12.5%) above their base salary.

SECTION 22
Retirement

22.01 PERS Paid by County

Employees pay three percent (3%) of the employee retirement contribution and the County pays four percent (4%) of the employee retirement contribution. Effective the first full pay period in January 2013, employees will begin paying an additional two percent (2%) of the employee retirement contribution and the County will pay two percent (2%) of the employee retirement contribution. Effective the first full pay period in January 2014, employees will begin paying an additional 2% of the employee retirement contribution and the County will contribute (0%) percent of the employee retirement contribution.

22.02 Pre-Tax Employee Contribution

Employees contributing to any portion of their PERS Employee Rate shall pay with pre-tax dollars.

22.03 Two Percent at Age 55

The County implemented PERS two percent (2%) at Age Fifty-five (55) retirement formula effective July 1, 1996.

22.04 New Pension Formulas

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013 who are not transferred from a PERS or PERS reciprocal agency or have a break in service of six months or longer will be covered by the 2% @ 62 retirement formula with the 36 highest consecutive months final compensation provision.

22.05 Deferred Compensation Program

The County will, on a monthly basis, match each dollar contributed by each represented employee to the County-sponsored deferred compensation plan up to a maximum County match of one hundred dollars ($100) per month, per employee.

SECTION 23
Employer's Rights and Responsibilities

23.01 Management Rights

The County, through its department heads, retains solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding. 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:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to establish salaries of new classifications; to determine the methods, processed, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

23.02 No Waiver of Rights

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.

23.03 Final Interpreter

The CEO shall be the final interpreter of this Memorandum of Understanding for the County.

SECTION 24
Severability of Provisions

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding**,** all of which other provisions shall remain in full force and effect.

SECTION 25
Scope of Agreement

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION 26
Duration

The effective date of this Memorandum of Understanding will be October 1, 2026, or following ratification and Board adoption, (whichever is later); and shall remain in full force and effect to and including the Thirtieth (30th) day of September 2027. The County will meet and continue bargaining with the Union bargaining team for successor MOU no later than three (3) months prior to expiration.

Upon the election of a bargaining team and notification to the County, Bargaining Team members shall be granted paid release time, twelve (12) hours per member, before the start of negotiations for preparations and training. Additional hours may be granted upon request. Requests will not be unreasonably denied.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this 13 day of October, 2026.

COUNTY OF CALAVERAS

Chair, Board of Supervisors Date

10/7/26
Judy Hawkins Date
Director, Human Resources & Risk Mgmt.

Rebecca Turner, County Clerk and
Ex-Officio Clerk of the Board of Supervisors

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

10.7.26
Jennifer Herndon Date
Unit Representative

10/7/2026
Sharon Richardson Date
Unit Representative

10/7/26
Nikki Kemeny Date
Unit Representative

10/04/26
Jacob Lile Date
Unit Representative

10,07,26
William Wingo Date
Unit Representative

10/7/26
Andrea Colavita Pinkham Date
SEIU 1021 Field Representative

10/7/26
Bill Petrone Date
SEIU 1021 Director

10/7/2026
David Canham Date
SEIU 1021 Executive Director