

Agreement Between

LOCAL 1021

**CENTRAL SIERRA CHILD SUPPORT
AGENCY**

And

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 1021**

SEIU

Stronger Together

October 1, 2017 through September 30, 2018

CENTRAL SIERRA CHILD SUPPORT AGENCY

AND

OPERATING ENGINEERS NO. 3

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1021**

October 1, 2017 – September 30, 2018

GENERAL UNIT

TABLE OF CONTENTS

INTRODUCTION.....	1
SECTION 1: LABOR MANAGEMENT COMMITTEE.....	2
SECTION 2: UNION RIGHTS.....	3
Union Designation.....	3
Negotiating Representatives.....	3
Agency Shop.....	4
Additional Rights.....	5
Union Stewards.....	5
SECTION 3: MANAGEMENT RIGHTS.....	7
SECTION 4: FURLOUGHS.....	9
Voluntary Furloughs.....	9
Mandatory Furloughs.....	9
SECTION 5: PERFORMANCE EVALUATIONS.....	11
SECTION 6: DISCIPLINARY ACTIONS.....	13
SECTION 7: GRIEVANCES.....	16
Grievance Appeal Procedure.....	16
SECTION 8: LEAVE PROVISION.....	18
HOLIDAY LEAVE.....	18
VACATION LEAVE.....	19
Accrual and use of vacation leave.....	20
Vacation Payoffs.....	20
SICK LEAVE.....	21
Accrual of sick leave.....	21
Use of sick leave.....	21
Insufficient accrued sick leave & leave Without pay.....	22
Reporting procedures for sick leave.....	22
Verification procedures.....	22
Doctor's Certificate or other proof.....	22
Unused sick leave.....	23
LEAVE FOR ON-THE-JOB INJURY.....	23
FAMILY MEDICAL LEAVE ACT (FMLA)/ CALIFORNIA FAMILY RIGHTS ACT (CFRA).....	23
PARENTAL LEAVE.....	24
BEREAVEMENT LEAVE.....	24
Term & type.....	24
When bereavement leave is not charged to paid leave types.....	24
SECTION 9: LEAVE BALANCE CONVERSION OPTION.....	25
SECTION 10: DONATED LEAVE BANK.....	26

SECTION 11: HOURS OF WORK.....	27
Holidays.....	28
SECTION 12: TRAVEL.....	30
SECTION 13: HEALTH AND WELFARE BENEFITS/	
RETIREMENT.....	32
Major Medical Insurance Coverage.....	32
Deferred Compensation Annuity Program.....	33
Life Insurance/Long-Term Disability (LTD)/Accidental Death &	
Dismemberment (AD&D).....	33
PERS Retirement Coverage.....	33
Employees hired before January 1, 2013.....	33
Employees hired on or after January 1, 2013.....	34
PERS Partial Service Retirement.....	34
Employee Wellness Program.....	34
Employee Assistance Program (EAP).....	34
Health Examinations or Tests.....	35
Section 125 of the Internal Revenue Code.....	35
SECTION 14: CLASSIFICATIONS AND WAGES.....	36
Out-of-Class Pay.....	36
Promotions.....	36
Demotions.....	37
Wages.....	37
Step Advancements.....	37
Longevity.....	38
Suspension.....	38
Job Sharing.....	39
SECTION 15: TERM, WITNESSES, AND SIGNATORS.....	40
APPENDIX "A": MAJOR MEDICAL INSURANCE COVERAGE	
APPENDIX "B": SALARY SCHEDULE	

AGREEMENT

INTRODUCTION

This Agreement is made and entered into by and between the Central Sierra Child Support Agency referred to as the "Agency", and the Services Employees International Union Local 1021, and Operators Engineers Local 3, hereinafter referred to collectively as the "Union".

This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code sections 3500-3510.

Except as otherwise provided herein, this Agreement shall be binding upon the Agency and the Union, or its successors upon ratification by the Board. All matters within the scope of representation, as defined by California Government Code section 3504, or its successors, shall be subject to renegotiation by the Agency and the Union in accordance with the provisions of this Agreement, and of California Government Code sections 3500-3510, or its successors.

All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the Agency and the Union until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

SECTION 1

LABOR-MANAGEMENT COMMITTEE

1.1. In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to maintain a Labor-Management Committee subject to the following:

- A. The Committee will meet monthly, or as mutually agreed by the parties.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to, or modify this employee bargaining agreement. Committee meetings will not serve as a substitute for, nor will they satisfy, the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Committee will be composed of two (2) Agency management representatives and four (4) representatives appointed by the Union. At least one of the Union representatives will be a Union official. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Meetings will be held on non-paid time, generally planned for lunchtime.

SECTION 2 UNION RIGHTS

Union Designation

2.1. Membership

- A. Union membership of a bargaining unit of a county joining the Agency shall remain the same if the bargaining unit is represented by a Union recognized by the Agency, and if the classifications are substantially similar to those classifications in the bargaining unit.
- B. New positions created and assigned to a Union-represented Unit shall be designated for membership in SEIU Local 1021 and Operating Engineers Local 3 on an alternating basis.
- C. If a vacancy occurs and a replacement hired, the new employee shall become a member in good standing or pay an agency fee to the labor organization in which the departing employee was affected.
- D. The Agency shall maintain a record of the assignment of new employees based on the methodology set forth above. The record may be inspected upon request by a union representative or union steward.

2.2. Representation

- A. The Unions will notify the Agency each contract cycle which Union will perform the lead negotiator functions for all meet and confer requirements.
- B. The Agency agrees to notify both SEIU Local No. 1021 and Operating Engineers Local No. 3 of all meet and confer requests.

Negotiating Representatives

2.3. The Agency shall allow a reasonable number of representatives designated by the Union, which shall not exceed three (3), reasonable time off work with one employee representing SEIU Local 1021 and two (2) representing Operating Engineers Local 3 for at-the-table bargaining for a total of 36 hours each starting from the beginning of bargaining, except by mutual consent of the Agency and the Union. Such time off work shall be for formal negotiations with the Agency for purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment. In addition, paid time off will be granted for adequate travel time if one or more of the representatives is an employee who must travel to negotiations from their respective county.

2.4. The Agency shall allow one (1) Union representative, chosen by the Unions, release time to attend necessary portions of the public session of scheduled meetings of the Board of Directors when issues affecting the bargaining unit are on the agenda.

2.5. The Health Insurance Committee will be paid for time spent working with the Executive Director and at his/her direction.

Agency Shop

2.6. For the term of this Agreement, all employees in the bargaining unit represented by the Union shall be required, as a condition of continued employment, either to join the Union or to pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union. This requirement shall not apply to any employee who is a member of a bonafide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the Union as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to contribute to a non-religious, non-labor, charitable fund which is mutually acceptable to the Union and the employee, and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Union shall indemnify and hold the Agency harmless from any loss, claim, liability or expense (including without limitation the Agency's attorney's fees and costs) arising from or related in any manner to the payment of service fees or any other terms of this Agency Shop provision. It is also agreed that neither any employee nor the Union shall have any claim against the Agency for any deduction made or not made, unless a written claim of error is submitted to the Agency Auditor within thirty (30) calendar days after the date such deduction was or should have been made.

2.7. Proof of such payments shall be made on a monthly basis to the Agency as a condition of continued exemption from the requirement of financial support to the Agency, and the employer will upon request of the Union, demonstrate such continued payment.

2.8. The service fee payment will be used by the Union for purposes of collective bargaining, contract administration, and pursuing matters affecting wages, hours, and other terms and conditions of employment.

2.9. It shall be the Agency's responsibility, once notified by the Union of the amount of the service fee as determined by the Union, to provide the Union with a list of all persons in the bargaining unit, and their addresses in order that the Union can notify such individuals of their obligations under this Agreement, and pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deductions and distributed to the Union on a monthly basis. The Union will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.

2.10. As currently required by Government Code Section 3502.5(d), the Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the Agency and to all members of the bargaining unit, within sixty (60) days after the end of the Union's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Union President and Treasurer, or corresponding principal officer, or by a certified public accountant. If the Union is required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees in the bargaining unit, or is required to file financial reports pursuant to Government Code Section 3546.5, it may satisfy the financial reporting requirements of this Section by providing the Agency with a copy of such financial reports. In the event that case law, or subsequent legislation, amends these requirements, this Section shall be deemed amended to conform thereto.

Additional Rights

2.11. The Union shall have the following additional rights:

- A. **Union Access**. Access, at times which do not interfere with Agency's operations, to areas, except legally restricted areas, in which Agency employees work.
- B. **Use of Facilities**. Use, without charge, of Agency buildings at reasonable times for Union matters. With the exception of normal wear and tear, the Union shall be responsible for any damage to Agency property caused by such use.
- C. **Union Bulletin Boards**. Use, without charge, of reasonable space on any Agency bulletin boards.
- D. **Union Communications**. Use without charge of any Agency interoffice communications systems for transmission of information concerning Union matters. Such use shall not extend to the use of the U.S. Mail or the making of long distance telephone calls at Agency expense.
- E. **Access to Information**. Review, at reasonable times, of any public material in the possession of the Agency.

Union Stewards

2.12. The following shall apply to Union Stewards:

- A. Each Union shall have the right to elect up to two (2) stewards (one (1) regular and one (1) alternate), for each of the major work sites (Jackson and Sonora). Stewards will be given time off without loss of pay or benefits to attend meetings or hearings

held pursuant to Section 6 of this Agreement limited by this section. Such time off will be scheduled with the steward's immediate supervisor and shall not unduly disrupt the work of any employee. The Union will inform the Director of the names of the stewards, their area of representation, and any changes in those names before the steward will be allowed any time off.

- B. An employee may be represented at any meeting held pursuant to said sections by one steward, one Union representative, or one attorney. The foregoing notwithstanding, one steward may attend or represent an employee at an evidentiary hearing along with one or more Union representatives or attorneys.
- C. In addition to the foregoing, a newly elected steward may attend up to 24 hours of meetings along with a Union representative or Union Attorney for the purpose of the Union's providing training to the newly elected steward.
- D. Stewards may meet on paid Agency time with employees and/or supervisors with the goal of preventing grievances from being filed.

SECTION 3 MANAGEMENT RIGHTS

3.1. The Agency retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the Agency by law. Such rights, privileges, powers, and authority shall include, but shall in no way be limited to, the following:

- A. The right to manage the Agency generally and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all Agency services, operations, and functions.
- C. The right to expand, reduce, or discontinue any Agency service, operation, or function.
- D. The right to determine and/or change the nature, manner, and means of all Agency services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.
- E. The right to determine and/or change the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the Agency's workforce.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which Agency services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which Agency services, operations, and functions are to be conducted.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract or subcontract any services, operations, or functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just and sufficient cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise, and retain employees.

- N. The right to determine and/or change class specifications and to classify or reclassify employees in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification.
- O. The right to determine, and/or change, productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all Agency facilities and operations.
- Q. The right to determine, change, promulgate, and enforce rules and regulations to promote the safety and health of employees and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on Agency property and/or Agency time.
- T. The right to take all lawful steps to carry out or protect any Agency service, operation, function, equipment, facility, or employee or member of the public during any work stoppage, strike, work slowdown, or other job action against the Agency by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all Agency policies, practices, procedures, resolutions, or ordinances.
- V. The term "Executive Director" includes any Agency employee designated by the Board of Directors to act in the place of the Executive Director.

SECTION 4 FURLOUGHS

4.1. The furlough process is a mechanism which may help preserve jobs in the Agency during time of fiscal hardship. A furlough is identified as unpaid time off as approved by the Board of Directors when such time off is required. Implementation of furloughs mandatory or voluntary shall be subject to meet and confer as required by law. An employee may not substitute vacation, sick leave, or compensatory time off for furloughed time. Employees shall be furloughed in the following manner:

Voluntary Furloughs

4.2. The voluntary furlough program may be utilized before the mandatory program is implemented. The Executive Director has the final authority to approve or disprove each request for voluntary furlough. If the request is approved, the following provisions will apply:

- A. The Agency shall continue benefits and pay its share of health premiums for furloughed employees.
- B. Sick leave and vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods.
- C. A furlough day that occurs in conjunction with an Agency holiday will not affect the employee's right to be paid for that holiday.
- D. Furlough days will not alter an employee's date of hire, length of service, or seniority.

Mandatory Furloughs

4.3. Mandatory furloughs will be implemented in the following manner:

- A. No more than five (5) furlough days will be implemented in any given fiscal year.
- B. The Executive Director must notify employees in writing no less than 60 calendar days prior to the implementation of any furlough day.
- C. The Agency shall continue regularly scheduled benefits and pay its share of health insurance premiums for furloughed employees.
- D. Sick leave and vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods.

- E. Furlough provisions do not apply to those employees on worker's compensation leave due to industrial illness or injury.
- F. A furlough day that occurs in conjunction with a recognized Agency holiday will not affect the employee being paid for that holiday.
- G. Furlough days will not alter an employee's date of hire, length of service, or seniority.

SECTION 5 PERFORMANCE EVALUATIONS

5.1 Permanent employees shall be evaluated at least once per year within a month of the anniversary of their date of hire or promotion, and more often if the Agency perceives the need for such additional evaluation. The Agency shall be responsible for ensuring that an evaluation and report of appointment, or report of termination, or other appropriate documents are completed.

5.2 The preparation and use of performance evaluations are intended for the mutual benefit of the Agency and its employees. Performance evaluations should be used:

- A. To identify the evaluator's expectations for the employee's job performance;
- B. To acknowledge above standard performance;
- C. To prescribe the means and method of converting deficiencies to a required level of performance; and
- D. To encourage two-way communication between employees and their evaluators as to how to improve the work environment to increase morale and efficiency.

5.3 Employees shall be evaluated by a supervisor, manager, the Deputy Director, or the Executive Director or their designee, who shall have personal knowledge of the job performance of the employee. Each employee shall be assigned an evaluator for the purposes of education, supervision, and evaluation.

5.4 Evaluations are intended to be participatory in nature involving the employee's input as much as possible. Both the employee and the evaluator shall meet to discuss and share their opinions. The evaluator shall then complete the Agency evaluation form to be placed in the employee's personnel file. All evaluations shall use the official form provided by the Agency.

5.5 Any evaluation, when completed, shall be reviewed with the employee by the evaluator during the employee's working hours, without loss of pay or benefits to the employee. No evaluation shall be placed in any employee's personnel file, or other Agency record, until the evaluation has been reviewed with the evaluated employee. Both the evaluator and the evaluated employee shall affix to the evaluation their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the evaluation, but only that the employee has read the evaluation and has had an opportunity to discuss it with the evaluator. The evaluator shall not add material to the

evaluation after the employee and the evaluator have signed the evaluation form, unless mutually agreed.

5.6 Any employee who wishes to respond to his/her evaluation may, during the employee's working hours, make such a written response within thirty (30) calendar days after receiving said evaluation. The response shall be appended to the evaluation and included in the employee's personnel file. Evaluations shall not be subject to any appeal or grievance procedures.

SECTION 6 DISCIPLINARY ACTIONS

6.1 Disciplinary action means dismissal, demotion, reduction in compensation, suspension, or any other disciplinary action that affects the employee's present status for a reasonable cause as defined under section 6.3 herein. The Executive Director, or his/her designee, may take disciplinary action against an employee. Dismissal during probation is not a disciplinary action.

6.2 All Agency employees are expected to render the best possible service that will reflect credit upon the Agency. The highest standard of conduct is essential to the proper operation of service. The Agency has the right and authority to establish work standards for all employees. Any employee may be dismissed, suspended or reduced in rank or compensation for cause.

6.3 The Executive Director may suspend without pay, reduce in pay, demote or dismiss any employee who has attained post-probationary status for reasonable cause, including but not limited to:

- A. Absence without authorized leave;
- B. Conviction of any felony or criminal act involving moral turpitude, or accepting a plea of nolo contendere to any felony or criminal act involving moral turpitude;
- C. On-duty or off-duty conduct, including without limitation, behavior or crimes that do not fall within subsection (b) above, that tends to bring the Agency service into disrepute, or is a direct hindrance to the effective performance of Agency functions;
- D. Disorderly conduct;
- E. Incompetence or inefficiency;
- F. Insubordination or willful disobedience;
- G. Being at work under the influence of intoxicating beverages, non-prescribed narcotics or drugs; carrying onto Agency premises any such substance, except as otherwise permitted under Agency policy; or consuming or using any such substance or misusing any prescribed drugs during work hours and/or on Agency premises;

- H. Being under the influence of intoxicating beverages, non-prescribed narcotics or drugs in any public place while wearing or displaying clothing, badges, or insignia identifying the employee as an Agency employee;
- I. Neglect of duty;
- J. Violation of any lawful or reasonable regulation or order given by a member of the Agency management team;
- K. Violation of any of the provisions of laws applicable to child support agencies, or the Personnel Rules and Regulations or Agency policies;
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- M. Failure to obtain or maintain a current license or certification required as a condition of employment;
- N. Misappropriation of Agency funds;
- O. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by the Personnel Rules and Regulations;
- P. Dishonesty or theft;
- Q. Improper political activity as set forth in Rule 110.1 of the Personnel Rules and Regulations;
- R. Acceptance of any bribe, gratuity, kickback, or other item of value when the item is given in the hope or expectation of receiving preferential treatment;
- S. Excessive or unexcused absenteeism and/or tardiness;
- T. Repeated and/or egregious discourteous or disrespectful treatment of fellow employees;
- U. Discourteous treatment of the public;
- V. Disregard of an Agency policy or statutes regarding the confidentiality of records;

- W. Negligence or willful damage to public property, or waste, theft or unauthorized use of public supplies or equipment;
- X. Misuse of sick leave;
- Y. Unlawful harassment or unlawful discrimination or retaliation against another employee, an applicant for employment, or anyone using Agency services; and
- Z. Sexual harassment in, or affecting, the work environment;
- AA. Inability or incapacity to perform assigned job duties to the extent allowed by law;
- BB. Any other conduct of equal gravity with the above.

6.4 The Agency shall use progressive discipline including minor discipline when the Agency believes that progressive discipline shall serve the dual purposes of providing both corrective warning and penalty to an employee whom the Agency intends to retain as an employee after the discipline. The Agency may initiate discipline at any level, depending on the employee's conduct. Progressive discipline shall not be required when the Agency believes dismissal to be the appropriate discipline because of the employee's conduct.

6.5 Pre-disciplinary actions include an oral warning and a Memorandum of Correction which remain in the Supervisor's evaluation file and shall automatically be expunged after one year. Disciplinary action, beginning with a Letter of Reprimand, will be placed in the employee's personnel file. Letters of Reprimand are not subject to the appeal process. However, within 30 days of receipt of a reprimand, an employee may write a written rebuttal to the reprimand which shall be affixed to the reprimand and placed in the personnel file. An employee may request to the Executive Director that a Letter of Reprimand be expunged from his/her personnel file after two (2) years. The Executive Director will take due consideration of the request however after three (3) years upon request by the employee the Letter of Reprimand shall be expunged from their file.

SECTION 7 GRIEVANCES

7.1. Grievances may only concern the Agency's misapplication, misinterpretation, or violation of a law or this agreement. Regular employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance. Extra-help employees are not entitled to file a grievance. Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Agreement alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- D. The remedy for such alleged adverse effect sought by the grievant.

7.2. Failure by the Agency to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean the grievance is terminated and that the grievant waives any right to further appeal of the grievance; however, nothing in this process shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement. A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

7.3. The Agency shall allow an employee reasonable time off work, without loss of pay or benefits, in order to process a grievance during normal working hours. "Processing" as used herein does not include investigation or preparation of the written grievance. In the case of multiple grievances on the same issue, the Agency may elect to resolve the issue by having one (1) joint hearing on all the grievances.

Grievance Appeal Procedure

7.4. Within fifteen (15) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing, to the Agency official who has supervisory authority over the grievant, or in the case of the Agency's being the grievant, to the affected employee.

7.5. Within five (5) calendar days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

7.6. Within five (5) calendar days of such a meeting, when the grievant is an employee, the Agency supervisory or management official shall serve written notice of the decision to the grievant.

7.7. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the Executive Officer within five (5) calendar days of receipt of the written decision at Step 1 or within five (5) calendar days after the decision deadline at Step 1 has elapsed.

7.8. Any appeal from a Step 1 decision on a grievance shall be in writing. The Executive Director shall meet with the employee in an attempt to resolve the grievance within five (5) calendar days of the appeal of the Step 1 decision. The Executive Director shall render a written decision on the matter within five (5) calendar days of the meeting.

7.9. The grievant may appeal the decision at Step 2 to the American Arbitration Association in the same manner as a disciplinary appeal.

7.10. The parties will divide the costs of the arbitration regardless of its outcome.

SECTION 8: LEAVE PROVISIONS

HOLIDAY LEAVE

8.1. The Agency designates the following days as Agency holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday-January
President's Day	Third Monday-February
Cesar Chavez Day	March 31
Memorial Day	Last Monday-May
Independence Day	July 4
Labor Day	First Monday-September
Columbus Day	Second Monday-October
Veterans' Day	November 11
Thanksgiving	Fourth Thursday-November
Day after Thanksgiving	Friday Following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

8.2. Any days declared by the President, and/or by the Governor of California, and which also may have been approved by resolution of the JPA Board, as a public day of fast, public day of mourning, public day of thanksgiving, or public holiday for Agency employees, shall entitle a regular employee to paid holiday leave for such days.

8.3. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the succeeding workday which is not a holiday shall be deemed the holiday. Employees who are required by the Executive Director to work on a holiday which falls on a Saturday or Sunday shall have that workday treated as a holiday and not the preceding workday if the holiday is on a Saturday or the

succeeding workday if the holiday falls on a Sunday. If an employee works on a Sunday which is a holiday and also works on the following Monday, only the actual holiday would be treated as a working paid holiday under section 8.6 herein.

8.4. Regular full-time employees shall earn paid holiday leave at a rate of eight (8) hours leave per day. This shall be pro-rated for part-time employees. Holiday leave shall be paid to that employee during the payroll period of the holiday(s). If an employee regularly works overtime, such an employee will only receive paid holiday leave at the rate of eight (8) hours and shall not receive overtime for holiday leave. Extra-help employees, as defined in Rule 803 of the Personnel Rules and Regulations, will receive unpaid holidays.

8.5. An eligible employee shall be in paid status on his/her regular working day immediately preceding or succeeding a holiday in order to be paid for the holiday.

8.6. A regular employee who is required, or permitted, to work on a holiday shall be compensated at a rate equal to the holiday plus time and one-half the employee's straight time rate of pay for all such hours worked; provided, however, that a regular employee who is required, or permitted, to work on a holiday may elect, in lieu of such compensation, to be granted compensatory paid holiday leave as CTE at a rate equal to one and one-half (1-1/2) times the employee's straight time rate of pay for all such hours worked and to receive for the holiday on which he/she is required, or permitted, to work the straight time rate of pay for his/her most regularly assigned class. Regular part-time employees required to work on a holiday shall receive time and one-half the employee's straight time rate of pay, plus, if requested by the employee, available holiday time to a maximum of eight (8) hours.

8.7. Any employee receiving State Disability Insurance (SDI) benefits, or on an unpaid leave of absence, shall not be entitled to be paid holiday leave, unless said leave is being supplemented by vacation and/or sick leave. Once these leaves are exhausted, holiday leave will not be accrued.

VACATION LEAVE

8.8. Regular full-time and part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions:

A.

<u>Annual Vacation Accrual</u>	<u>Years of Service</u>
88 Hours	0-2 years
128 Hours	3-9 years
168 Hours	10 and Above

- B. An employee may accrue three (3) times his/her current annual vacation accrual rate. An employee cannot accrue more than three (3) times his/her annual vacation accrual rate, unless the Agency is unable to allow the employee time off to use vacation time. The Executive Director, or his/her designee, shall make every effort to allow employees to take vacation leave during the year in which it is accrued.

8.9. Vacation accrual commences on the first day of employment and can be taken after six (6) months of service, but only for the amount of time that has been accrued. Probationary employees who suffer a work-related injury shall be allowed to use accrued vacation leave to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the Agency. Other exceptions to this rule may be made by the Executive Director in appropriate circumstances.

8.10. Employees must request vacation time in advance by completing the appropriate agency form and submitting to their supervisor for approval. Only in extraordinary circumstances will vacation requests be accommodated which are not approved in advance in writing by a supervisor. The Agency recommends that employees take their vacation each year. Supervisors will make every effort to approve vacation requests; however, the needs of the Agency must be taken into consideration prior to approving such requests. Agency needs include, but are not limited to, staff coverage and workload issues. Additionally, the Agency may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the Agency by its employees, or during any bona fide emergency for which the Agency deems it necessary to have its employees work. When supervisors are unable to accommodate requests due to multiple requests for the same day, supervisors will discuss the situation with the impacted employees to attempt to negotiate a resolution that is acceptable to each employee. In the event that is not possible, time off will be granted on a rotation basis in order to allow all staff the opportunity to have time off during holidays. Seniority will be used as a means for deciding between multiple requests only after historical time off has been considered.

8.11. An employee's pay for any day of vacation leave shall equal the pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the day of the vacation leave.

8.12. An employee on an unpaid leave of absence shall not be entitled to accrue vacation.

8.13. Vacation Pay-Offs

Employees may elect to receive pay in lieu of vacation for up to 40 hours of vacation leave, provided, however, that the following criteria have been met:

- a. There shall be no more than one (1) vacation pay off each fiscal year (July 1 through June 30);
- b. For a pay off to be granted an employee must have taken at least ten (10) vacation days in the previous fiscal year.
- c. All requests must be approved by the Executive Director in advance of any vacation payoff.

SICK LEAVE

8.14. All probationary and permanent full-time employees shall accrue sick leave at a rate of eight (8) hours per month. All probationary and regular full-time and part-time employees scheduled to work less than a full month shall accrue sick leave on a prorated basis.

8.15. Employees are entitled to use sick leave pay for those days/hours which the employee would normally have worked to a maximum of the hours accrued unless otherwise specified herein, for the purposes set forth below. Sick leave shall be taken in increments of .25 hours:

- A. For preventative medical, dental, optical care, illness or injury to the employee or the persons set forth below; for BEREAVEMENT LEAVE as set forth hereinafter; or for catastrophic destruction of property of the employee.
- B. "Illness or injury" is defined as
 - Medically defined illness or injury
 - Pregnancy, childbirth, and complications ensuing there from (collectively "pregnancy")
 - Time in a hospital, clinic, or physician's office caused by the illness or injury to the employee, or the persons listed below, or the employee's pregnancy
 - Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) as discussed herein
- C. Persons for whose care the employee may use sick leave include the relationships set forth below
 - Adult or minor child, defined as biological or adopted child, foster child, step child, legal ward, grandchild
 - Parent/other relative, defined as biological or adoptive parent or grandparent, foster parent, stepparent, sibling, adult legal ward, uncle, aunt, nephew, niece or relative-in-law (mother-, father-, brother-, sister-, son-, or daughter-in law)
 - Spouse/partner, defined as spouse or registered domestic partner

8.16. The verification and approval of leave for the catastrophic destruction of property of the employee must be obtained prior to the employee's taking leave for this purpose, except in cases of bona fide emergency, upon which the Agency shall require verification and justification of the use of leave following an employee's use thereof.

8.17. Insufficient accrued sick leave and leave without pay. If an employee does not have sufficient accrued sick leave during any illness or injury, said employee is hereby required to utilize his/her available compensatory time earned (CTE) in fractional amounts until his/her available CTE is exhausted, whereupon the employee shall utilize his/her available vacation leave in fractional amounts until his/her available vacation time is exhausted. In any case, leave without pay (LWOP) cannot be utilized unless all other leave accruals have been exhausted, or unless otherwise allowed herein. LWOP must be approved in advance in writing by the Executive Director or his/her designee.

8.18. Reporting procedures for sick leave.

- A. When the employee, in advance, knows about the need for sick leave, the employee shall request authorization for such sick leave from the appropriate supervisor prior to such absence. This would include, but not be limited to, scheduled medical, dental or vision appointments.
- B. If an employee is not able to report due to illness or injury, the employee shall report as soon as possible to the appropriate supervisor, but in no case later than the start of their work shift, except for extenuating circumstances prohibiting giving notice.

8.19. Verification procedures. Before being paid for the use of accrued sick leave, the employee shall submit a signed request for leave form to the appropriate supervisor. This form will include the dates and hours of absence along with the category of the request, as outlined in subsection 8.15 herein. If an employee does not return to work prior to the preparation of the payroll, the form will be completed and the sick leave would be paid in the next pay period. These hours will not be used to calculate overtime.

8.20. Doctor Certificate or other proof.

- A. If an employee's illness or injury results in an absence from work for more than three (3) consecutive work days or demonstrates a pattern of usage which may require accommodation or progressive discipline, a certificate from the medical provider or other reasonable proof of illness or injury may be required. The Executive Director may make such sick leave usage reviews and may require such additional documentation, including a statement from the medical provider, as he or she deems necessary before approving the sick leave benefit. Failure to comply with such a request may result in disciplinary action.

- B. An employee who is injured or who becomes ill while on vacation may be paid sick leave in lieu of vacation, provided that the employee provides documentation showing that the employee was hospitalized during the period for which sick leave is claimed.
- C. At the request of the Executive Director or their designee, an employee may be required to provide documentation from a medical provider which releases the employee to return to work.

8.21. Unused Sick Leave. Unused sick leave shall accrue from year to year.

LEAVE FOR ON-THE-JOB INJURY

8.22 Rules and process for leaves for on-the-job injuries shall be governed by Personnel Rules and Regulations Section 1410.

- A. Option to retain sick and vacation leave. An employee who takes leave for an on-the-job injury shall have the option of retaining up to 24 hours of unused sick leave accrual and up to 24 hours of unused vacation accrual.

FAMILY MEDICAL LEAVE ACT (FMLA and CALIFORNIA FAMILY RIGHTS ACT (CFRA)

8.23 Rules and process for leaves under FMLA and CFRA shall be governed by Rule 1411 of the Personnel Rules and Regulations.

- A. Health insurance. Health insurance shall be paid by the Agency as outlined in Rule 1411 of the Personnel Rules and Regulations. Should the Agency deem it necessary to reduce or increase the length of time the Agency pays for health insurance during the FMLA process, the Agency shall participate in the meet and confer process prior to initiating a change in Rule 1411 for the Agency's obligations regarding payment of health insurance.
- B. Option to retain sick and vacation leave. An employee shall have the option of retaining up to 24 hours of unused sick leave accrual and up to 24 hours of unused vacation leave accrual.

PARENTAL LEAVE

8.24. When leave is granted for the birth or adoption of a child, in cases where both parents of the child are employed by the Agency, both parents will not be granted leave concurrently, nor in amounts totaling more than four (4) months combined leave in a twenty-four (24) month period for both parents.

BEREAVEMENT LEAVE

8.25. A regular employee shall be granted leave not to exceed fifteen (15) days/ one hundred twenty (120) hours on account of the death of the persons set forth above in section 8.15. The Agency may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of said person. Available sick leave may be used for these purposes.

- A. Use of compensatory time earned (CTE) and vacation time: An employee who exhausts his/her available sick leave shall utilize his/her available CTE until all available CTE is exhausted, whereupon the employee shall utilize his/her available vacation leave until his/her available vacation leave is exhausted at which time the employee would be on leave without pay (LWOP).
- B. Bereavement leave not charged to paid leave types.
 - (1) Where the deceased person is one of the following relationships, a maximum of three (3) days/twenty-four (24) hours shall not be charged against the employee's available sick leave, but instead shall be paid leave. These 3 days shall be counted as part of the total 15 days of bereavement leave provided under this section:
 - a. Adult or minor child, whether biological, adoptive, foster or step-child;
 - b. Parent, whether biological, adoptive, foster, step-parent or parent-in-law; or
 - c. Spouse or registered domestic partner.

SECTION 9

LEAVE BALANCE CONVERSION OPTIONS

9.1 Employees who have completed five (5) years of continuous service with the Agency, upon separation from Agency service in good standing, shall be entitled to select one of the following options:

9.2. An employee may elect to apply all accumulated sick leave towards PERS service credit for retirement purposes, to the extent allowed by PERS regulations at the time of retirement.

9.3. At termination of employment, an employee may be compensated for accrued sick leave. The rate of compensation shall be the full amount of the employee's current hourly rate of pay for the first two hundred forty (240) hours and fifty percent (50%) for all additional hours of sick leave accrued.

- A. An employee who desires to retain his/her group health insurance coverage shall be entitled to convert his/her vacation and/or sick leave accrual balances to cash in accordance with the formula set forth herein and authorize the Agency to apply any part of the payoff to the cost of premiums for his/her health insurance coverage, whether it is an Agency plan or another plan such as AARP or that of his/her spouse, or Registered Domestic Partner. In the event of the death of an employee, any unused portion of his/her cash payoff shall be paid to his/her designated beneficiary.

SECTION 10

DONATED LEAVE BANK

10.1 A donated leave bank may be established under the following terms and conditions for an employee who qualifies to use it and who requests it.

- A. Leave to be donated to the bank is limited to vacation leave.
- B. The donated leave bank is not continually in existence. When an employee needs and requests donations, vacation leave may be donated into the bank.
- C. The Executive Director shall determine whether an employee qualifies for donated leave and shall act as the “banker”, supervising the donations and the acceptance of the donated vacation leave.
- D. For an employee to qualify for the establishment of a leave bank, the employee must have exhausted or be within 40 hours of exhausting all of the vacation, sick, compensatory time earned (CTE), and holiday leave accrued to him/her. The benefit of the leave bank shall not be applied until all of the employee’s own leave is exhausted.
- E. Thirty (30) days (240 hours) is the maximum number of donated days an employee may take for one (1) occurrence. In extraordinary circumstances, the JPA Board may allow an increase of the thirty (30) day limit.
- F. An employee may donate to as many leave banks as they choose up to a maximum of 40 hours of vacation overall in any calendar year.

SECTION 11 HOURS OF WORK

11.1. Schedule. Employees in the offices of the Agency shall work a five (5) day/eight (8) hour schedule unless the Executive Director specifically approves a different schedule. The determination of any schedule is not subject to the meet and confer process; it is a management right to be determined solely by the Executive Director.

11.2. Business Hours. The Agency's offices will be open for business 8:00 a.m. to 5:00 p.m., Monday through Friday.

11.3. Workday. The workday for part-time and extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation.

11.4. Meal Breaks. Non-exempt employees are required to take unpaid, off-duty meal breaks of no less than thirty (30) minutes as set forth herein. Consult with their supervisor for the length of meal break you are entitled to receive. It is the non-exempt employee's responsibility to clock out for this lunch break and clock back in when returning to work. Non-exempt employees are required to take a meal break if they are working a shift longer than five (5) consecutive hours. If a non-exempt employee is working a shift that is five (5) to ten (10) consecutive hours in length, such an employee is required to take a meal break no later than the four hours and 59 minutes into their shift. If a non-exempt employee works a shift twelve (12) to eighteen (18) consecutive hours in length, then they are required to take a second meal break no later than the end of the employee's nine hours and 59 minutes into their shift. These meal breaks must be off-duty, meaning the employee must be relieved of all his/her duties, must not be interrupted by work including by answering the work phone or work calls, and is free to leave work to take the meal break. Meal breaks cannot be combined with each other or with rest breaks.

11.5. Rest Breaks. Non-exempt employees shall be entitled to take, and shall take, duty-free breaks totaling 30 minutes per day. Breaks may be taken in two 15 minute increments or in three 10 minute increments and shall be coordinated with the supervisor to account for work coverage. No employee shall perform any duties (including answering the telephones) during a break. Rest periods may not be combined or be used to shorten a workday. Rest breaks are paid breaks.

11.6. Workweek. The workweek for full-time employees shall be five (5) workdays within a calendar week, for a total of forty (40) hours; provided, however, that the Executive Director shall have the right to establish in lieu of the five (5) workdays within a calendar week, a four/ten (4/10) schedule consisting of four (4) ten (10) hour workdays, for a total of forty (40) hours, for full-time employees.

11.7. Alternative Workweek. Alternative work schedules may be approved by the Executive Director, provided they conform with state and federal law. Establishment of an alternative work schedule in any office is not subject to the meet and confer process; it is a management right to be determined solely by the Executive Director.

- A. All holidays falling within an alternative work schedule are paid at eight (8) hours.
- B. In the case of a 4/10 schedule, reversion to an eight (8) hour work day, five days per week are required as follows:
 - Holiday weeks. During weeks in which a holiday falls on a Monday or a Friday, an employee has the option to convert to eight (8) hour work days for that week. If the employee chooses to remain on a 4/10 schedule for the holiday week, the employee will be required to use 2 hours of vacation or CTE for the day of the holiday. For weeks in which a holiday falls on a Tuesday, Wednesday, or Thursday a 4/10 employee must revert to eight (8) hour work days, five days per week, during the week of the holiday(s).
 - Training conferences. During weeks in which a significant number of staff are away from the office attending training conferences, staff with 4/10 schedules shall revert to eight (8) hour work days for that week in order to accommodate work coverage.
 - Other business needs. When business needs require, staff may be directed to revert to a 5/8 schedule and/or to maintain an 8-5 work schedule. This includes but is not limited to mandatory meetings of employees.

11.8. Modifying Schedules. Once a schedule has been assigned, there will be no trading or changing of schedules with other employees without written consent of the Executive Director. The workday for any employee may be modified at the discretion of the Executive Director in accordance with the provisions herein. Each supervisor is encouraged to consider requests from employees who may wish to modify their working schedules in order to participate in job-related training or education on their own time and at their own expense. The course work must be of such a nature that it would enhance the working skills of the employee's current position, or would contribute to skills required for a promotion within the occupational area in which the employee is assigned.

11.9. Outreach Events. The Executive Director reserves the right to alter an employee's schedule for outreach events upon reasonable notice when these events require that personnel be in attendance even if that schedule includes work hours on a Saturday, Sunday, or week days after 5:00 p.m. Examples of those events include but are not limited to County Fairs and Health

Fairs. The Executive Director shall use best efforts to staff such events with staff who offer to adjust their work schedule.

11.10. Overtime. A non-exempt employee assigned by the Agency to perform overtime work beyond the workday, beyond the workweek, beyond the work period established in lieu of the forty (40) hour workweeks, or beyond the fifth (5th) consecutive workday of a work period established in lieu of the forty (40) hour workweek, shall be granted compensation at a rate equal to one and one-half (1 ½) times the employee's regular hourly rate of pay for all such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. When calculating overtime pay, the Agency shall not consider holidays or any leaves of absence, including vacation and sick leave, in such calculations.

11.12. Compensatory Time Earned Non-exempt employees may be allowed to accrue up to a maximum of 80 hours compensatory time earned (CTE), meaning that in lieu of receiving overtime pay or extra compensation, the non-exempt employee receives additional time off. For purposes of overtime compensation, the work period, workday, and workweek for part-time and extra-help employees are the same as full-time employees. When work that will qualify as overtime must be performed, the Executive Director may determine, based on Agency need and budgetary considerations, whether compensation will occur with pay or CTE.

11.13. Employees called back to work after completion of his/her regular shift shall receive a minimum of two (2) hours compensation for the time worked. If an employee receives a call requesting that he/she return to work, the employee is not required to do so and will not be retaliated against for deciding not to report for extra work for any reason. The Agency has no on-call employees.

11.14. No employee may work beyond his/her workday or work period so as to qualify for overtime pay or CTE unless expressly directed to do so or approved by his/her supervisor.

SECTION 12 TRAVEL

12.1. Any employee required by the Agency to operate his/her vehicle in the performance of Agency business shall receive an allowance at the then-current IRS mileage reimbursement rate. Employees who are required to use their private vehicles on Agency business shall be entitled to mileage reimbursement except that an employee who is called to work at his/her home office assignment shall not be eligible for mileage reimbursement.

12.2. Except as set forth below, if any employee is required by the Agency to travel outside the county in which his/her home office assignment is located during regular meal hours, the Agency shall reimburse the employee for the cost of such meals. A meal reimbursement shall not occur when an event for which the employee has travelled provides an included meal. Reimbursement will be in accordance with the following:

- a. A per diem of \$13.00 for breakfast;
- b. A per diem of \$15.00 for lunch; and
- c. A per diem of \$26.00 for dinner.
- d. A per diem of \$5.00 for incidentals

12.3. Breakfast may be claimed only when the approved travel commences the previous day of a trip of more than 24 hours. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates on or after 9:00 am.

12.4. Lunch may be claimed on the first day if the trip begins at or before 9:00 a.m. and lunch may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

12.5. Dinner may be claimed if the trip ends at or after 7:00 p.m.

12.6. Incidental costs for items such as luggage handling, gratuity, and other services or costs may be claimed for the actual and necessary costs up to the daily maximum rate. Incidental expenses may be claimed for each day in which an overnight stay is required.

12.6. The exception to the foregoing paragraph is when an employee with a Tuolumne, Calaveras or an Amador home office assignment is directed to travel for the day to one of the other member counties. The employee will be entitled to mileage but no reimbursement for meals.

12.7. If the Executive Director assigns on a temporary basis to Alpine County an employee with a home office assignment in either the Tuolumne, Amador or Calaveras offices, only lunch may be claimed unless the temporary assignment is for more than one workday. If the

assignment is for more than one workday, a reimbursement plan shall be established by the Executive Director prior to the assignment.

12.8. In general, advances of per diem will be made unless otherwise arranged by the employee with payroll.

12.9. TRAVEL FOR WORK-RELATED ACTIVITIES: Employees are encouraged to use Agency vehicles for travel to and from work events. In the event staff must use their private vehicles for travel to such events, they will be reimbursed for mileage which will be calculated using the distance from their home work site OR their home to the event, whichever is less. Travel time will be paid to employees, both to and from the event.

SECTION 13

HEALTH AND WELFARE BENEFITS/RETIREMENT

13.1. The Agency purchases and administers group life insurance and health, vision, and dental care insurance policies for all Agency employees (other than those specified herein).

Major Medical Insurance Coverage

13.2. The Agency shall maintain its tiered-rate plan for major medical insurance, dental insurance, and vision insurance as outlined in Appendix A hereto. The amounts of the Agency and the employee contributions for the 2018 health plan year shall be as set forth in Appendix A. The in lieu shall be as set forth in Appendix A.

13.3. After showing proof thereof, any employee covered by other major medical, or dental insurance, or vision insurance plan may elect to take the cash amounts each month in lieu of major medical, or dental, or vision insurance as offered by the Agency, as outlined in Appendix A hereto.

13.4. If an employee elects to waive (not be covered by) any one or two of the insurance benefits set forth herein, but elects to be covered by the other benefit(s), the Agency shall pay the same amount towards the benefits which the employee elects to be covered by the amount that would be paid if the employee was receiving all of the benefits.

13.5. Every regular full-time or part-time employee, other than those employees who are on laid off status, suspended for cause, or on unpaid leave, and his/her dependents, if any, shall become eligible for employee and dependent health, life, dental, and vision care insurance coverage provided by the Agency (dependents are not eligible for life insurance) on the first day of the month following the month in which such employee completes thirty (30) days of regular full-time or part-time service. Said employees shall be entitled to such insurance coverage without regard to the number of hours worked by such employees each month. For such employee and dependent health, life, dental, and vision coverage, the Agency shall contribute each month for each regular full-time employee and for each regular part-time employee the amounts set forth in Appendix "A".

13.6. No insurance coverage contribution shall be made for any employee for extra-help or for standby or overtime service or for any period of work not performed except for any period which is a paid leave of absence or as outlined above. Any employee may purchase additional benefits or upgrade any benefit at the employee's own expense, by authorizing payroll deductions therefore once a year in a designated open enrollment period, if upgrades are available.

13.7. Regular part-time employees shall be eligible to participate in the health program contingent upon approval of the relevant health program plan provider. Part-time employees

shall receive an insurance coverage contribution in an amount equal to the proportion of hours worked (regular, sick, vacation, holiday).

13.8. Eligible employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided herein. A newly eligible full-time or part-time employee shall have (30) days to complete the enrollments required for the insurance coverage and coverage will begin on the 1st day of the month following the 30th day. Thereafter, changes in the dependent's enrollments for all eligible employees may be made by an employee only during open enrollment; provided, however, that the Board of Directors may grant any eligible employee permission to change his/her enrollments following the employee's application to the Board through the Executive Director, or his/her designee, for such permission.

Deferred Compensation Annuity Program

13.9. Every regular employee may enroll in a deferred compensation annuity program offered by a carrier through the Agency in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. The Agency may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements after meeting and conferring thereon.

13.10. The Agency will match the employee's deferred compensation annuity program contribution up to a maximum of \$55.00 per month.

Life Insurance/Long-Term Disability (LTD)/Accidental Death & Dismemberment (AD&D)

13.11 The Agency shall provide life insurance, long-term disability (LTD), and accidental death & dismemberment (AD&D) insurance for eligible employees. The premiums for said programs shall be paid by the Agency.

PERS Retirement Coverage

13.12. **Employees hired before January 1, 2013.** For employees hired before January 1, 2013, the Agency has implemented the "2% at age 55" Public Employees Retirement System (PERS) retirement program. All employees who are eligible to participate as set forth in the contract between the Agency and PERS, shall participate therein according to said contract. Extra-help employees are not eligible for PERS coverage; provided, however, that the hours worked in any calendar year do not exceed 999 hours. Said contract specifies that the accrued sick leave of participating employees who retire is added to service time for PERS benefits in accordance with

Government Code 20965. The Agency shall continue to participate in the program entitled "*Employer Pick-Up of Member Contributions*" ("*EPMC*") implementing *Section 414(h) (2) of the Internal Revenue Code* for member contributions above 7%, until June 30, 2018. Commencing July 1, 2013, employees will pay the employee portion of the PERS contribution up to 7.0%. The Agency shall pay the PERS administrative fee for retirees if the Agency participates in the PERS major medical insurance program.

13.13. Employees hired on or after January 1, 2013. For employees hired on or after January 1, 2013, the Agency has implemented the "2% at age 62" Public Employees Retirement System (PERS) retirement program required by the terms of AB 340 (2012) and under this legislation EPMC shall not be paid by the Agency. The amount of the employee contribution for employees hired on or after January 1, 2013 is set annually by PERS.

PERS Partial Service Retirement

13.14. The Agency has implemented a partial service retirement program under the Public Employees Retirement System (PERS), Section 21118. Partial service retirement is available to all members who have the minimum number of service credits for retirement (five years) and who have reached the normal retirement age for their PERS benefit coverage type. The Executive Director must agree to the workload reduction which a partial service retirement would involve before an employee may apply for a partial service retirement, said workforce reduction being no less than 20% and no more than 60%. Benefits shall be prorated for employees in this program, pursuant to Section 13.7 of this Agreement.

Employee Wellness Program

13.15. The Agency agrees to provide up to \$150.00 per calendar year to a regular full-time employee who participates in any physical fitness program, mental wellness program, weight loss program, smoking cessation classes, chiropractic or massage therapy, approved by the Executive Director, or unless otherwise reimbursed by medical insurance. Claims for this cost reimbursement must be submitted to the Executive Director prior to December 10th of each year for reimbursement for that calendar year. The Employee Wellness Program is a taxable benefit for the employee.

Employee Assistance Program (EAP)

13.16. Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the Agency.

Health Examinations or Tests

13.17 If any health examination or test is required of any employee by the Agency, the Agency shall provide the required examination or test, cause such examination or test to be provided, or reimburse the employee for the reasonable cost of such examination or test. The Agency shall select the persons to provide the required examination or test. If the employee disagrees with the Agency's selection prior to submitting to the examination or test, the Agency shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona fide emergency.

Section 125 of the Internal Revenue Code

13.18. The Agency shall participate in *Section 125 of the Internal Revenue Code* so long as it remains in the same material form as is in place on November 1, 2017. Such plan allows for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, *etc.*, as designated by each employee. The plan provides that employees forfeit pay which they authorize to be deducted which does not equal their expenditures for a particular benefit category. No cash will go to any employee as alternative to reimbursements for 125 plan contributions.

SECTION 14 CLASSIFICATIONS AND WAGES

Out-of-Class Pay

14.1. An employee assigned temporarily to perform work of a job classification with a higher designated pay range ("temporary range") than the pay range designated for such employee's regularly assigned class ("regular range") shall be paid in accordance with the pay range of the elevated job classification during the temporary assignment. The employee shall be placed in the pay step closest to, but not less than, 5% higher than their current pay scale. The temporary assignment shall not begin until the Executive Director approves such an assignment and provides the employee with the terms of the temporary job assignment, including the begin and end date, in writing.

14.2. An employee who believes that a supervisor has required that employee to work temporarily in a class with a temporary range higher than the employee's regular range, and who is not receiving the temporary range, may request through the Executive Director, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The Executive Director shall, within five (5) working days, approve or deny the employee's request and in either case shall inform the employee of the decision.

Promotions

14.3. Promotion is the move of a regular employee to another position in a class allocated to a salary range for which the top step is at least five percent (5%) higher than the top step of the class the employee formerly occupied. All promotions for classified positions will be implemented by Merit Systems or Agency rules and regulations, as appropriate. If an employee qualifies, and has received longevity pay, and is promoted to a higher range, the five percent (5%) increase will be calculated on Step E of the range that the qualifying employee left. If the qualifying employee is placed at either Step A, B, C, D, or E of the higher range, the qualifying employee will also receive the appropriate longevity pay in addition to the wage received at the new range and step. Promotion shall be by competitive process as determined by the Executive Director. The Executive Director shall determine whether an examination is to be conducted on a promotional-only or open basis. To qualify for a promotional examination, a person must be a regular employee in the classified service holding probationary or post-probationary status, and must possess the minimum qualifications for the class on or before the final filing date for the examination. Names of persons who separate, except by layoff, shall be removed from promotional employment lists.

Demotions

14.4. Demotion is the move of a regular employee to another position in a class having a lower salary range than the class previously occupied by the employee. An employee may voluntarily demote with the approval of the Executive Director to a position in another class for which the employee possesses the minimum qualifications. An employee who is demoted shall be placed at the highest step within the range for the new class that provides at least a five percent (5%) reduction unless the employee is subject to the Y-rate provisions as defined by Rule 305.3 of the Personnel Rules and Regulations. The employee shall receive a new step anniversary date based on the effective date of the demotion. An employee who has not passed an initial probationary period shall be placed at the entry step of the new class and receive a new step anniversary date.

Wages

14.5. The wage schedules are attached hereto as Appendix B and shall take effect as set forth herein. Effective October 1, 2017, General Unit members will receive a 1.5% salary schedule adjustment.

Step Advancements

14.6. Eligibility for salary step movement for regular employees and limited term extra help employees, defined in Rule 803.3 of the Personnel Rules and Regulations, shall be based upon demonstrated satisfactory service as determined by the Executive Director, and time in classification. Extra help employees other than limited term are not eligible for salary step movement.

14.7. Step advancements for a regular employee shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the other provisions outlined in the Personnel Rules and Regulations and/or the MOU.

- A. A regular employee hired or promoted at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first twelve (12) months of employment as a regular employee in his/her regularly assigned class. If such employee completes his/her first twelve (12) months of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day.

- B. Thereafter, a regular employee hired or promoted at Step A shall be eligible for step advancement on the first day of the month following the anniversary date of his/her first step advancement until such employee advances to Step E.
- C. A regular employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a regular employee in their regularly assigned class. If such employee completes their first year of employment as a regular employee in their regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day.
- D. Thereafter, a regular employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

Longevity (Retention Incentive Pay)

14.8. A longevity step increase will commence on the first day of the month in which the longevity step is reached by the General Unit member. Employees in permanent positions having completed five and one-half (5-1/2) continuous years of Agency employment or more shall be granted retention incentive pay as follows:

<u>Years of satisfactory continuous Agency Service</u>	<u>Salary Increase</u>
5-1/2 Years	2-1/2% increase
10 Years	Additional 2-1/2% increase totaling 5%
15 Years	Additional 2-1/2% increase totaling 7-1/2%
20 Years	Additional 2-1/2% increase totaling 10%

Suspension

14.9. A period of suspension shall not be deemed to cause a discontinuance in years of employment for the purposes of step advancements, but the calculation of continuous employment for the purpose of calculating step advancements shall be extended by the number of days of the suspension.

Job Sharing

14.10. At the discretion of the Executive Director, the Agency may make reasonable accommodation for an employee in a permanent position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours do not exceed more than eighty-seven (87) hours per pay period. An employee who works less than forty-three and one-half (43.5) hours per pay period shall not be eligible to receive any benefits for which the Agency pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty-three and one-half (43.5) hours each pay period, both employees shall receive fifty percent (50%) of the current health insurance plan benefit; provided, however that one (1) employee may elect to waive coverage under the insurance program. Should one job-sharing employee waive the cafeteria benefit, the other employee shall receive 100% of the current cafeteria plan benefit towards their insurance premiums. All other benefits for job sharing employees shall be provided in the appropriate section on a pro-rated basis based upon a total eighty-seven (87) hour pay period.

14.11. Each employee shall be notified in writing by the appointing authority at the time of appointment and such notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the supervisor with a minimum one (1) week notice for scheduled changes. In the event that one (1) employee terminates, cancels participation, or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.

APPENDIX "A"
HEALTH INSURANCE COVERAGE - 2018
GENERAL UNIT

The Agency shall provide a tiered-rate plan for major medical insurance, dental insurance and vision insurance coverage and the premiums shall be paid one month in advance. For calendar year 2018, the coverage, Agency contributions and out-of pocket employee costs shall be set forth below. The out-of-pocket employee expense may differ from the chart below, dependent upon the individual insurance coverage selected.

Tier	2018 Health Premiums				Agency Contribution	Employee Monthly Out-of Pocket
	PERS Choice Medical	Delta Dental	VSP Vision	PREMIUM TOTALS		
1 - Employee Only	\$813.96	\$48.10	\$18.69	\$880.75	\$876.40	\$4.34
2 - Couples	\$1,627.92	\$98.30	\$27.10	\$1,753.32	\$1,744.82	\$8.50
3 - Employee with Child(ren)	\$1,627.92	\$106.30	\$27.10	\$1,761.32	\$1,753.22	\$8.10
4 - Family	\$2,116.30	\$156.50	\$48.58	\$2,321.38	\$2,211.38	\$110.00

For employees who provide proof of other insurance for any of the coverage types, the following In-Lieu payments shall be allowed.

Coverage Type	2018 In-Lieu Payments
Medical	\$250.00 per month
Dental	\$31.25 per month
Vision	\$18.75 per month

**APPENDIX "B" - GENERAL UNIT
EFFECTIVE OCTOBER 01, 2017**

CLASSIFICATION	Salary Range	A	B	C	D	E
Account Clerk I	1					
(1) Hourly		\$16.03	\$16.83	\$17.67	\$18.56	\$19.48
Semi-Monthly		\$1,394.61	\$1,464.21	\$1,537.29	\$1,614.72	\$1,694.76
Monthly		\$2,789.22	\$2,928.42	\$3,074.58	\$3,229.44	\$3,389.52
Account Clerk II	2					
(2) Hourly		\$17.67	\$18.56	\$19.49	\$20.46	\$21.49
Semi-Monthly		\$1,537.29	\$1,614.72	\$1,695.63	\$1,780.02	\$1,869.63
Monthly		\$3,074.58	\$3,229.44	\$3,391.26	\$3,560.04	\$3,739.26
Account Clerk III	3					
(3) Hourly		\$19.49	\$20.46	\$21.49	\$22.56	\$23.69
Semi-Monthly		\$1,695.63	\$1,780.02	\$1,869.63	\$1,962.72	\$2,061.03
Monthly		\$3,391.26	\$3,560.04	\$3,739.26	\$3,925.44	\$4,122.06
CS Assistant I	5					
(27) Hourly		\$16.38	\$17.20	\$18.06	\$18.96	\$19.91
Semi-Monthly		\$1,425.06	\$1,496.40	\$1,571.22	\$1,649.52	\$1,732.17
Monthly		\$2,850.12	\$2,992.80	\$3,142.44	\$3,299.04	\$3,464.34
CS Assistant II	6					
(28) Hourly		\$18.06	\$18.96	\$19.91	\$20.91	\$21.95
Semi-Monthly		\$1,571.22	\$1,649.52	\$1,732.17	\$1,819.17	\$1,909.65
Monthly		\$3,142.44	\$3,299.04	\$3,464.34	\$3,638.34	\$3,819.30
CS Specialist I	10					
(10) Hourly		\$18.65	\$19.58	\$20.56	\$21.59	\$22.67
Semi-Monthly		\$1,622.55	\$1,703.46	\$1,788.72	\$1,878.33	\$1,972.29
Monthly		\$3,245.10	\$3,406.92	\$3,577.44	\$3,756.66	\$3,944.58
CS Specialist II	11					
(11) Hourly		\$20.56	\$21.59	\$22.66	\$23.79	\$24.98
Semi-Monthly		\$1,788.72	\$1,878.33	\$1,971.42	\$2,069.73	\$2,173.26
Monthly		\$3,577.44	\$3,756.66	\$3,942.84	\$4,139.46	\$4,346.52
CS Specialist III	12					
(12) Hourly		\$22.66	\$23.79	\$24.98	\$26.23	\$27.54
Semi-Monthly		\$1,971.42	\$2,069.73	\$2,173.26	\$2,282.01	\$2,395.98
Monthly		\$3,942.84	\$4,139.46	\$4,346.52	\$4,564.02	\$4,791.96
Legal Clerk I	9					
(26) Hourly		\$16.97	\$17.82	\$18.71	\$19.64	\$20.63
Semi-Monthly		\$1,476.39	\$1,550.34	\$1,627.77	\$1,708.68	\$1,794.81
Monthly		\$2,952.78	\$3,100.68	\$3,255.54	\$3,417.36	\$3,589.62
Legal Clerk II	16					
(16) Hourly		\$18.71	\$19.65	\$20.63	\$21.66	\$22.74
Semi-Monthly		\$1,627.77	\$1,709.55	\$1,794.81	\$1,884.42	\$1,978.38
Monthly		\$3,255.54	\$3,419.10	\$3,589.62	\$3,768.84	\$3,956.76
Legal Office Tech	15					
(15) Hourly		\$20.58	\$21.61	\$22.69	\$23.82	\$25.02
Semi-Monthly		\$1,790.46	\$1,880.07	\$1,974.03	\$2,072.34	\$2,176.74
Monthly		\$3,580.92	\$3,760.14	\$3,948.06	\$4,144.68	\$4,353.48

Longevity (Retention Incentive Pay)

Years of Service	Salary Increase	Increase Totaling
5-1/2 Years	2.5% Increase	2.5%
10 Years	Addl 2.5% Incr	5.0%
15 Years	Addl 2.5% Incr	7.5%
20 Years	Addl 2.5% Incr	10.0%

SECTION 15
TERM, WITNESSES, AND SIGNATORS

15.1. This Agreement is effective October 1, 2017, and shall terminate on September 30, 2018, provided that the Agency and the Agency's employees shall continue to be governed its terms and conditions after September 30, 2017, until a successor to this Agreement is in effect.

15.2. At least thirty (30) days prior to the expiration of this Agreement, the Union shall notify the Executive Director, in writing, of the names of the representative designated by the Union to negotiate with the Agency. The Union shall notify the Agency, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the Agency.

15.3. In witness whereof, this Agreement was ratified by a membership vote of the Union on February 1, 2018.


15.4. In witness whereof, this Agreement was ratified by a vote of the Board of Directors on January 29, 2018.

CENTRAL SIERRA CHILD SUPPORT AGENCY




Chair, Board of Directors

SERVICE EMPLOYEES INTERNATIONAL UNION



Representative, SEIU Local No. 1021

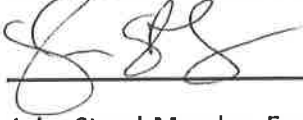
OPERATING ENGINEERS



Representative, OE Local 3

Approved pursuant to union policy:

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

A handwritten signature in black ink, appearing to read 'J. Stead-Mendez', is written over a horizontal line.

John Stead-Mendez, Executive Director, SEIU Local 1021



Service Employees International Union – Local 1021
4226 Coronado Ave
Stockton, California 95204
(209) 461-7722
www.seiu1021.org

Field Representative _____

Union Steward _____

Telephone Number _____