

CENTRAL SIERRA CHILD SUPPORT AGENCY

AND

OPERATING ENGINEERS NO. 3

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1021**

July 1, 2016 – September 30, 2017

GENERAL UNIT

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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.

On matters pertaining to the personnel systems detailed in the California Code of Regulations, Title 2 (Administration), Division 5 (Local Agency Personnel Standards), in differences between this agreement and the Local Agency Personnel Standards, the latter standards will prevail, having the force of California State law.

Effective with this agreement, all categories shall be expanded to include Tuolumne County staff. Past practices of the pre-existing Agency shall remain in effect.

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

Negotiating Representatives

2.1. 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.

2.2. 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.

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

Agency Shop

2.4. 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.

2.5. 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.

2.6. 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.

2.7. 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.

2.8. 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

2.9. 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 County 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

2.10. 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 Sections 11 and 12 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 three (3) 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 PERSONNEL FILES

5.1. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which the Agency is permitted, or required by law, to withhold from the employee. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty. Any employee shall have the right to attach to any material in his/her personnel file, his/her comments thereon. Such attachment shall be made at a time when the employee is not required to be on duty. At the time of such attachment to his/her personnel file, the employee and the person causing the entry into the employee's personnel file, of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Executive Director shall sign and date such attachment in his/her/their stead.

5.2. Notes, correspondence, logs or other material documenting or relating to events regarding an employee kept by a supervisor which is not part of an employee appraisal or disciplinary action will be discarded after two (2) years from the event noted in the notes, correspondence, or logs.

SECTION 6 RECLASSIFICATIONS

6.1. Reclassifications are determined solely by the California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Chapter 2 (Merit System Regulations, Article 2 (Classification), §17412-17420, and related sections, including but not exclusive to 17121.

6.2. The Agency may request a classification review by Merit System Services for any of the following:

- A. In order to determine if the duties of a particular position have changed substantially;
- B. If the Agency reorganization has affected staffing levels, duties, or positions held by employees; and/or
- C. If the duties of a specific position may apply to a different classification.

D. Merit System Services may also initiate a classification review for one class or classes as part of a larger review of all positions in multiple agencies under a specific MSS classification study of all incumbents in a classification.

6.3. An employee occupying a position that is reclassified to a class with the same range as the previous position shall be placed at the same step and salary. An employee reclassified to a class with a higher range shall be placed at the step that is the same as or as close to but not lower than their previous salary. An employee reclassified to a class with a lower range shall be placed at the step which is the same as or closest to but no lower than their previous salary or, if the highest step in the new range is lower than the previous salary the employee shall be "y-rated". The y-rate will freeze that salary of the employee at the present level until the salary for the lower class is greater than the y-rate.

6.4. An employee that is reclassified has the right to appeal said reclassification, in writing, to be submitted to the Executive Director within 30 days of knowledge of reclassification. In turn, the Executive Director, will forward said appeal to MSS within 15 business days. If the MSS response is not satisfactory to the employee, State Personnel Board (SPB) appeal rights related to reclassifications are covered under LAPS Sections 17550 and 17552-17567, and related sections.

6.5. An employee or employee group may request a reclassification, in writing, to the Executive Director. The Agency must respond to the request within 30 days of the written request.

6.6. Effective July 1, 2015 the parties agree that the Accounting Technician position will be removed from the General Unit and will be placed in the Management Confidential and Professional unit.

SECTION 7

SAFETY CONDITIONS

7.1. The Agency agrees that there is a need for safe working conditions. The Agency agrees to adopt a safety program for employees. The Agency agrees further to carry out job safety programs, practices, and procedures as may be promulgated by the Agency, or required by state law, rule, regulation, or order. With the exception of items of personal clothing, the Agency agrees to provide such health and safety equipment as may be required by the Agency, or by federal, and/or state law, rule, regulation, or order. Employees shall use the safety and health equipment provided by the Agency. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA), or American National Standards Institute (ANSI) safety requirements, and approved in advance of its use by the Executive Director for an employee requesting the use of alternate equipment. The employee shall be responsible for returning Agency safety and health equipment upon termination, or upon the request of any of the employee's supervisors.

7.2. If an employee is injured on the job, he/she should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment. As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Safety Officer, about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Executive Director as soon as possible by the supervisor and/or Safety Officer. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor and the Executive Director.

7.3. No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once an authorized representative of the State Division of Occupational Safety and Health (OSHA), or the Executive Director has determined the situation to be safe. An employee who unreasonably refuses to perform work is subject to discipline.

7.4. As a condition of continued employment, employees shall be responsible for adhering to Agency and state job safety requirements. Accordingly, knowing failure by an employee to perform work in accordance with Agency or state job safety requirements shall constitute just cause for disciplinary action against the employee by the Agency.

SECTION 8

PERSONAL PROPERTY

8.1. Personal belongings that an employee is required to bring into the workplace for the performance of the duties of the job are covered by Agency insurance. A written authorization form must be signed and dated by all parties and include a complete inventory of said personal belongings.

SECTION 9

PROBATIONARY PERIOD

9.1. Probationary periods are determined solely by the California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Article 6 (Appointments, Transfers, and Nonpunitive Separations and Demotions), §17490-17493, and related sections, including but not exclusive to 17500 and 17528.

9.2. All new employees shall be required to serve a probationary period of twelve (12) months from the date of his/her employment. Upon successful completion of his/her probationary period, such employee shall be granted permanent status using the procedures set forth herein.

9.3. Promoted employees shall serve the same twelve (12) month probationary period. Further, employees who are promoted from a I to a II in any flex classification shall also be required to serve a twelve (12) month probationary period for the promotion.

9.4. Permanent employees shall be appraised at least once per year within a month of the anniversary of their date of hire or promotion, and thereafter whenever the Agency perceives the need for such appraisal. The Agency shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

9.5. A period of disciplinary suspension during the probationary period shall not be counted in calculating the probationary period.

9.6. During the probationary period, each employee shall receive between two (2) and four (4) formal performance appraisals as a means of determining such job characteristics as adjustment to employment conditions, integration in the workforce, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success. During this probationary period of employment, each employee should receive close supervision, instruction, and review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

9.7. A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period. A new probationary employee who is terminated shall be given written notice of said action.

9.8. A promoted or demoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period. A promoted or demoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period, but may be

terminated for just and sufficient cause as set forth herein. A promoted or demoted probationary employee who is returned to his/her previous position shall be given written notice of said action.

9.9. A promoted or demoted probationary employee who is returned to his/her previous position shall have no right to appeal or to grieve the return with the following exceptions:

A. A promoted or demoted probationary employee who has cause to believe that his/her return was based on unlawful discrimination shall have the same appeal rights accorded to permanent employees.

B. The only exception to the provisions outlined in this section is if a position previously occupied by the promoted or demoted employee has been eliminated from the budget, then the promoted or demoted employee will either be subject to a probationary release from employment, at which time the subject employee may exercise his/her bumping rights, subject to layoff provisions.

9.10. Hiring of extra-help employees is subject to the rules and regulations as outlined in California Administrative Code, Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Section 17488 and related sections. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

9.11. A probationary employee whose status is changed from probationary to permanent after the conclusion of the probationary period, shall be entitled to the appropriate step advancement retroactive to the conclusion of the probationary period.

9.12. The Agency shall provide orientation to new employees after they begin work.

SECTION 10

PERFORMANCE APPRAISALS

10.1. Performance appraisals are determined solely by the California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Subarticle 2 (Performance Appraisal), §17495, 17142, and related sections.

10.2. Permanent employees shall be appraised at least once per year within a month of the anniversary of their date of hire or promotion, and thereafter whenever the Agency perceives the need for such appraisal. The Agency shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

10.3. The preparation and use of performance appraisals is intended for the mutual benefit of the Agency and its employees. Performance appraisals should be used:

- A. To identify the appraiser'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 appraiser(s) as to how to improve the work environment to increase morale and efficiency.

10.4. Employees shall be appraised by a Supervisor who has personal knowledge of the job performance of the employee. The appraising Supervisor shall be referred to herein as the "appraiser". Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

10.5. Appraisals are intended to be participatory in nature involving the employee's input as much as possible. Both the employee and the appraiser shall meet to discuss and share their opinions. The appraiser shall then complete the Agency appraisal form to be placed in the employee's personnel file. All appraisers shall use the official form provided by the Agency.

10.6. Any appraisal, when completed, shall be reviewed with the employee by the appraiser during the employee's working hours, without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file, or other Agency record, until the appraisal has been reviewed with the appraised employee. Both the appraiser and the appraised employee shall affix to the appraisal 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 appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the

appraisal after the employee and the appraiser have signed the appraisal form.

10.7. Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within thirty (30) calendar days after receiving said appraisal. The response shall be appended to the appraisal and included in the employee's personnel file. Appraisals shall not be subject to the appeal or grievance procedures except as applicable under LAPS Section 17550, and related sections.

SECTION 11

SENIORITY/LAYOFFS/RECALL

11.1. Seniority, layoffs, and recalls to work are determined by the California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Article 6 (Appointments, Transfers and Nonpunitive Separations and Demotions), Subarticle 4 (Reduction in Force), §17502-17521, and Subarticle 5 (Demotion, Reinstatement and Leaves), §17525-17538 and related sections.

SECTION 12

DISCIPLINARY ACTIONS

12.1. Disciplinary actions are determined by the California Code of Regulations and subject to the rules and regulations as outlined in California Administrative Code, Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Article 7 (Disciplinary Action), §17542-17548, and related sections. Pertinent sections include the following, the contents of which are set forth as Appendix C.

- A. LAPS 17542: Disciplinary Action defined and exclusive of rejection during probation.
- B. LAPS 17544: Cause for Disciplinary Action
- C. LAPS 17546: Notice of Disciplinary Action
- D. LAPS 17548: Disciplinary Action Becomes Final

12.2. The Agency shall use progressive discipline including minor discipline when the Agency believes that progressive discipline shall serve the dual purposes of providing both a corrective warning and a 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.

12.3. For the purposes of this agreement minor discipline includes Oral warnings, Memo of Correction, and Letter of Reprimand. Oral Warnings and Memo's of Correction remain in the Supervisors appraisal file and shall automatically be expunged after one year. A Letter of Reprimand will be placed in the Employees permanent file. Letter of Reprimands are not subject to the appeal process, however an employee may write a written rebuttal to the reprimand which shall be affixed to the reprimand and placed in the permanent file within thirty (30) days of receipt of the reprimand. An employee may request to the Director that a Letter of Reprimand be expunged from their permanent file after two (2) years. The 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.

Administrative Leave

12.4. In the event that any initiator decides to conduct an investigation into the activities of an employee which may lead to disciplinary or criminal action against the employee, or an employee has been given notice of proposed discipline which has not yet become effective, the initiator may, by written notice, place said employee on administrative leave.

12.5. The notice shall state the reasons for placing the employee on administrative leave.

12.6. During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

12.7. The employee may discuss his/her placement on administrative leave with the initiator at a Step 1 meeting, but there shall be no right of appeal from placement on administrative leave; provided, however that this subsection shall not prevent an employee from appealing any disciplinary action taken which is the cause for the initiator's placing the employee on administrative leave.

12.8. If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and other references to the employee's placement on administrative leave shall be expunged from the employee's personnel file.

SECTION 13 GRIEVANCES

13.1. Grievances are determined solely by the California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Article 8 (Appeals, Grievances and Complaints), §17550-17551 and §17570-17576, and related sections. The Agency hereby specifies in grievance process consistent with LAPS Section 17570 in lieu of the Interagency Merit System grievance procedure described in LAPS Sections 17571-17572.

13.2. 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.

13.3. 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.

13.4. 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

13.5. 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.

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

13.7. 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.

13.8. 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.

13.9. 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.

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

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

SECTION 14: LEAVE PROVISIONS

HOLIDAY LEAVE

14.1. Regular full-time employees shall be granted paid holiday leave for the following 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 in 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

14.2. Any days declared by the President, and/or by the Governor of California, and which also may have been approved by resolution of the Board of Directors, 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.

14.3. 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 paid holiday.

14.4. When a holiday falls on a Friday or a Monday, and employees want to add a vacation day to extend the weekend to four days, and a supervisor believes that proper staffing requires one or more employees who have asked for the vacation day to work on the fourth day, the employee(s) with the most seniority will be granted the vacation day. The employee(s) who are granted the vacation day due to seniority will not be allowed another such vacation day based on seniority until all employees who have less seniority have received the vacation day. As with the taking of all vacation leave, the Agency has the right to deny requests for vacation leave on the fourth day if the Agency believes that it will leave an office short of staff.

14.5. Regular part-time employees shall earn paid holiday leave at a rate of eight (8) hours leave for every one hundred eighty-nine and eighty-two hundred (189.82) hours of service. If a part-time employee has accrued holiday leave on the books, said leave shall be paid to that employee during the payroll period of the holiday(s). Holiday leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service.

14.6. 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.

14.7. 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 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 her/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.

14.8. Any employee receiving State Disability Insurance (SDI) benefits, or on an unpaid leave of absence, shall not be entitled to accrue 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

14.9. Accrual and use of vacation leave

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

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

b. Vacation leave shall be granted and shall be utilized no later than two (2) calendar years following the calendar year in which the employee earned and accrued such leave. An employee may accrue three (3) times their current annual vacation accrual rate. An

employee cannot accrue more than three (3) times their current 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.

c. Vacation accrues during the first year of service, and can be taken after six (6) months of service, but only for the amount of time that has been accrued.

d. 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.

e. 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 vacation leave.

f. An employee on an unpaid leave of absence shall not be entitled to accrue vacation. Probationary employees who suffer a work-related injury shall be allowed to use accrued sick leave and vacation leave, in that order, 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.

14.10. 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

14.11. Accrual of Sick Leave. All regular full time employees shall accrue sick leave at the rate of eight (8) hours for each month of completed service. All regular full-time and part-time employees scheduled to work less than a full month shall accrue sick leave on a prorated basis.

14.12. Use of Sick Leave. 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. These purposes are intended to meet the statutory requirements for providing so-called "Kin-Care" leave for persons set forth in section c., below.

a. For preventive 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 follows:

- (1) Medically defined illness or injury;
- (2) Pregnancy, childbirth, and complications ensuing there from (collectively "pregnancy");
- (3) 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; or
- (4) 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:

- (1) ADULT OR MINOR CHILD, defined as biological or adopted child, foster child, Step child, legal ward, grandchild;
- (2) PARENT/OTHER RELATIVE, defined as biological or adoptive parent or Grand parent, foster parent, stepparent, sibling, adult legal ward, uncle, aunt, nephew, niece or relative- in-law (mother-, father-, brother-, sister-, son- or daughter-in law);
- (3) SPOUSE/PARTNER, defined as spouse or registered domestic partner.

d. Catastrophic destruction of property of the employee. 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.

14.13. 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 by the employee's supervisor.

14.14. Reporting procedures for sick leave

a. When the employee, in advance, knows about the requirement 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 more than thirty 30 minutes after the start of the workday, except for extenuating circumstances prohibiting giving notice.

14.15 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, the exact reason, and such other information as is necessary for the request to be processed. 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.

14.16 Doctor's Certificate or other proof

a. If an employee's illness results in an absence from work for more than three (3) consecutive work days, a certificate from the medical provider or other reasonable proof of illness 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.

b. Failure to provide such documentation when requested may result in disciplinary action. If the Agency has a reasonable basis to believe that an employee is abusing the sick leave benefit, the employee's supervisor will first meet with the employee to:

- (1) Explain the reasonable basis for the possible abuse; and
- (2) Discuss the reasons for the employee's absence.

c. The employee has the right to Union representation at such meetings. After such a meeting and depending on the factual circumstances the Agency may:

- (1) Begin the disciplinary process at the written reminder level;
- (2) Issue the employee a written reprimand for abuse of sick leave; or

(3) Suspension from employment, if a prior written reprimand for abuse of sick leave has been given.

d. Injured or ill while on vacation. 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.

14.17 Unused sick leave. Unused sick leave shall accrue from year to year. An employee may elect to apply accumulated sick leave as set forth in Section 15: LEAVE BALANCE CONVERSION OPTION.

LEAVE FOR ON-THE-JOB INJURY

14.18. Reporting the injury. If an employee is injured on the job, (s) he should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment.

14.19. Coordination of leave benefits with State Disability Insurance (SDI), Workers' Compensation temporary disability indemnity or Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA).

a. Upon completion of any waiting period during which no benefits are payable from State Disability Insurance (SDI), or paid family leave under the FMLA or CFRA, or from workers' compensation temporary disability indemnity, an employee shall have the option of receiving for the period of absence, due to injury or illness, following any such required waiting period, that fraction of his/her unused sick leave, and unused compensatory time earned (CTE), and unused vacation leave necessary to make up any difference in wages between the State Disability Insurance (SDI) or FMLA/CFRA leave benefits, or from workers' compensation temporary disability indemnity or temporary disability indemnity, and the pay the employee would have received had (s)he worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of illness or injury following any such required waiting period.

b. An employee who elects to be paid in accordance with this formula may utilize his/her available sick leave in fractional amounts until his/her available sick leave is exhausted, whereupon the employee may utilize his/her available compensatory CTE in fractional amounts until his/her available CTE is exhausted, whereupon the employee may utilize his/her available vacation leave in fractional amounts until his/her available vacation time is exhausted. Only if an employee elects not to utilize any of his/her available leave, will leave without pay (LWOP) be allowed.

c. Option to retain sick and vacation leave. An employee shall have the option of retaining up to 100 hours of unused sick leave accrual and 40 hours of unused vacation leave accrual.

d. Employees must declare, in writing, prior to taking leave, whether or not any accrued leave will be used to coordinate with any income received from other outside sources. If the employee fails to make a written declaration in this regard, the Agency will coordinate the leave as stated herein.

e. Accrual of leave while on Worker's Compensation. Employees on an approved Worker's Compensation leave are entitled to accrue sick, vacation, and holiday leave.

14.20 Return to Duty. An employee absent due to an alleged occupational injury or illness shall provide to the Agency a written release from a licensed health care practitioner for the employee's return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

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

14.21. The Agency shall comply with federal and state laws regarding family medical leave (FMLA and CRFA). FMLA/CFRA shall run concurrently with any other authorized leave (*i.e.* disability, worker's compensation, *etc.*), except that an employee's entitlement to pregnancy disability leave under California law is in addition to the 12-week family care and medical entitlement provided by state law and provided for herein.

14.22. The twelve (12) month period shall begin on the date qualifying leave is taken and may be used for any of the following purposes:

- a. For the birth and care of the newborn child of the employee;
- b. For placement with the employee of a son or daughter for adoption or foster care;
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- d. To take medical leave when the employee is unable to work because of a serious health condition.

14.23. In calculating whether or not an employee qualifies to use FMLA/CFRA, the Agency will use what is commonly known as the "rolling back" method of calculation. This means that when an employee requests FMLA/CFRA, the Agency will look back at the previous twelve (12) month period in order to determine if the employee qualifies for the requested leave.

14.24. Employees are required to use accrued leave while on FMLA/CFRA. An employee shall utilize his/her available sick leave in fractional amounts until his/her available sick leave is exhausted, whereupon the employee shall 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. Once all leave are exhausted, the employee will be considered to be on leave without pay (LWOP) status until said employee is authorized to return to duty.

14.25. Benefits While on FMLA Leave.

a. The Agency will pay the employee's health insurance program premium, for up to six (6) months within a twelve (12) month period, commencing with the start of the FMLA leave. While on such leave of absence, the employee shall accrue no employee benefits, no seniority, and no time toward salary step advancement.

b. The six (6) month period is a "rolling forward" period beginning on the employee's first day of absence, through twelve (12) months from that date. The Agency may recover health insurance premiums for the period the employee was on unpaid status if the employee fails to return to work after FMLA leave, with the exception of those employees or employee's family members who have a continuation, recurrence, or onset of a serious health condition, or for other circumstances beyond the employee's control as defined in the FMLA.

c. Option to retain sick and vacation leave. An employee shall have the option of retaining up to 100 hours of unused sick leave accrual and 40 hours of unused vacation leave accrual.

PREGNANCY DISABILITY LEAVE (PDL)

14.26. A female employee is eligible to receive up to four (4) months pregnancy disability leave (PDL). This leave may be concurrent with any other available and authorized leave (*i.e.* FMLA, CFRA). PDL is available only when the employee is actually disabled as a result of the pregnancy. This includes but is not limited to time off needed for severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth. The employee's health-care provider must provide documentation for this leave.

a. When PDL may be taken. PDL may be taken before or after the birth at any period of time the employee is physically unable to work as a result of the pregnancy or pregnancy-related condition.

b. Retention of leave and taking leave without pay. Employees shall have the option of retaining up to 40 hours of accrued vacation leave and up to 100 hours of accrued sick leave. However, employees must liquidate sick leave, vacation and compensatory time off (CTO) while on PDL family leave before taking leave without pay (LWOP).

c. Return to duty. Upon returning from PDL, the employee will be employed in the same, or comparable classification.

PARENTAL LEAVE

14.27. 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

14.28. **Term and types of leave to be used.** A regular employee shall be granted paid leave of absence not to exceed fifteen (15) days/ one hundred twenty (120) hours on account of the death of the persons set forth above in section 14.12(c). 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)

(1) Unless expressly electing otherwise, 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.

(2) An employee may elect not to utilize his/her available CTE and/or available vacation leave in accordance with the above provision by giving written notice of such election to the Executive Director prior to exhaustion of the employee's available sick leave.

14.29. **When bereavement leave is not charged to paid leave types.** 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: adult or minor child, whether biological, adoptive, foster or step-child; parent, whether biological, adoptive, foster, step-parent or parent-in-law; spouse; and registered domestic partner. These 3 days shall be counted as part of the total 15 days of Bereavement leave provided under this section.

JURY DUTY LEAVE

14.30. Any regular employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the Central Sierra Child Support Agency, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the Agency. The Agency shall require, prior to, and/or following, an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror, or for appearance as a witness, in response to a subpoena to testify for the Agency.

LEAVE FOR PROMOTIONAL EXAMINATIONS

14.31. Regular employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for Agency service, or for interviewing for other employment with the Agency. The Agency shall require, prior to, and/or following, an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the Agency.

LEAVE FOR MILITARY SERVICE

14.32.1. **Leave and reinstatement rights of employees for military service.** Employees shall be granted paid and unpaid leaves of absence, and reinstatement rights following such leaves, in accordance with the provisions of the *California Military and Veterans Code 38 USC 4301 et seq*, the *Uniformed Services Employment and Re-employment Rights Act (USERRA)*, and the *California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards)*, §17534.

14.32.2. **Use of sick leave for health examinations required for military service.** An employee absent for purposes of a health examination required for military service in the United States shall utilize his/her unused sick leave for such absence. Agency shall require, prior to, and/or following, an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the Agency.

LEAVE UNDER THE FAMILY-SCHOOL PARTNERSHIP ACT

14.33. The Family-School Partnership Act is a California law that allows parents, grandparents, and guardians to take time off work to participate in their children's school or child care activities. An employee may take off up to 40 hours each year (up to eight hours in any calendar month) from vacation, personal leave, or compensatory time earned to participate in activities at the child's school or day care facility.

DISCRETIONARY LEAVES OF ABSENCE

14.34. In addition to those leaves of absence noted herein, a leave of absence, with or without pay, may be granted for any period of time and upon any terms acceptable to it and the employee, as authorized by the Board of Directors. An employee's pay for any period of absence under any provisions herein shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

PROVISIONS AFFECTING LEAVES

14.35. Break in service. No absence under any paid leave provision shall be considered a break in service for any employee, and all benefits accruing to an employee shall continue to accrue during such absence. Absence under any unpaid leave provision shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease to accrue for the duration of any such unpaid leave of absence unless continuation of such benefit accrual is required in accordance with the provisions of those noted herein.

14.36. Stay of accrual of sick and vacation leave. Any employee receiving State Disability Insurance (SDI) benefits, or Paid Family Leave benefits, or on an unpaid leave of absence (with the exception of an approved worker's compensation leave), shall not be entitled to accrue sick and vacation leave.

14.37. Conditions under which leave may be denied. The Agency may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement 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. Full-time and part-time employees may use vacation leave, holiday leave, sick leave, personal leave, and other types of paid leave only on days and during the hours on which they have been scheduled to work.

SECTION 15
LEAVE BALANCE CONVERSION OPTIONS

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

a. An employee may elect to apply all accumulated sick leave towards PERS service credit for retirement purposes;

b. 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%) of all additional hours of sick leave accrued.

c. 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 formulas 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 pursuant to Family Code section 297 et seq., subject to any coverage restrictions. In the event of the death of an employee, any unused portion of his/her cash payoff shall be applied to his/her designated beneficiary.

SECTION 16

DONATED LEAVE BANK

16.1. 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 a "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 has been 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 Board of Directors may allow an increase of the thirty (30) day limit.**
- f. An employee may donate a maximum of 40 hours of vacation leave in any calendar year.**

SECTION 17

UNAUTHORIZED ABSENCES

17.1. Definition and consequences. Any employee's unauthorized absence, *i.e.*, absence from his/her duty without leave for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the Agency, effective as of the last date on which the employee worked. Any employee's failure to return to Agency service within five (5) working days of the expiration of his/her leave of absence, or to secure from the Agency extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the Agency, effective as of the date of expiration of his/her leave of absence.

17.2. Reinstatement. Reinstatement of an employee to his/her employment with the Agency following his/her automatic voluntary resignation may be granted by the Board of Directors through the Executive Director, upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation satisfactory to the Board of Directors as to the sufficiency of the causes for his/her unauthorized absence, or for his/her failure to return to Agency service upon expiration of his/her leave of absence, or to secure from the Agency extension of his/her leave of absence, reinstatement shall be denied.

SECTION 18

HOME OFFICE ASSIGNMENTS

18.1. Most employees shall be assigned to a home office (Amador, Alpine, Calaveras, or Tuolumne). In the event that the Executive Director requires any employee to be reassigned to a different home office on a short-term or long-term basis, the Executive Director shall first attempt to make the assignment with a qualified volunteer. If in the opinion of the Executive Director, there is no qualified volunteer for reassignment to the different home office, the Executive Director shall have the right to choose a qualified employee to be reassigned to the different home office. In reassigning any employee, the Executive Director shall take into consideration the Agency's needs at the employee's assigned home office, its needs at the new home office, the employee's special qualifications for the new assignment, and the employee's seniority and any hardship to the employee in being assigned to the new home office. The determination of qualifications, the offices' needs, seniority, and hardship shall be made solely by the Executive Director and shall not be subject to any grievance so long as said determination is not arbitrary, capricious, discriminatory, or retaliatory.

18.2. Some employees may not be assigned a home office because their duties require them to routinely serve more than one office or work in more than one county. Such floating employees may be assigned a home office by the Executive Director when the employee's duties change and become localized within one county.

SECTION 19 HOURS OF WORK

19.1. 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 Executive Director has approved a flex schedule as set forth herein. 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.

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

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

19.4. A lunch period may be 30, 45, or 60 minutes for any given employee, as specified in advance by the employee's supervisor.

19.5. Employees shall be entitled to take, and shall take, a 15 minute duty-free break in the morning and a 15 minute duty-free break in the afternoon, and a duty-free lunch period as set forth herein. Employees working over eight (8) hours through ten (10) hours in a day shall take an additional 15-minute duty-free break. Breaks shall be taken at such times as shall be determined by the employee's supervisor, in consultation with the employee. No employee shall perform any duties (including answering the telephones) during a lunch period or break unless emergency circumstances require the performance of duties during those periods as directed by the employee's supervisor. Breaks and lunch periods must be surrounded by work periods; breaks and/or lunch periods may not be combined, and may not be used to shorten a workday.

19.6. Employees required by their supervisor to remain at their workstation for lunch will receive time and one-half payment for the hour or half-hour that they eat at the workstation. Employees who choose to eat at their workstation will not receive the overtime payment. Employees who eat lunch with their crew or co-workers due to the lack of any alternative lunch site are not eligible for time and one half payment.

19.7. In all situations, every supervisor and employee must adhere to the *Fair Labor Standards Act (FLSA)*. If an employee believes that his/her supervisor has given to any employee a direction which is a violation of the FLSA, the affected employee shall inform the Executive Director as soon as possible.

19.8. 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 employed.

19.9. 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.

19.10. Alternative work schedules may be approved by the Executive Director, provided they conform to 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.

19.11. When a conference or training is attended for more than one (1) day, the employee shall revert to a regular non-flex schedule (five (5) days a week, eight (8) hours a day).

Holidays

19.12. All holidays falling within an alternative work schedule are paid at eight (8) hours.

A. In the event an employee works a 9/80 schedule and when a holiday falls on a flex day, the working day prior to the holiday becomes the flex day off.

B. In the case of a 4/10 schedule, the employee has the option to convert to eight (8) hour days during the week of the holiday(s). If this option is not selected, the employee must charge any hours taken over and above an eight (8) hour holiday with vacation leave and/or compensatory time.

19.13. 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.

19.14. Management 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. Management shall use its best efforts to staff such events with volunteers.

19.15. An 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

workweek, 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 (1½) times the employee's regular 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. No employee shall be paid overtime in conjunction with other leave (*i.e.*, sick leave, vacation, CTE).

19.16. Employees may be allowed to accrue up to a maximum of 80 hours compensatory time earned (CTE). Except as set forth below, the employee shall elect to earn CTE or cash compensation. CTE shall be accrued at the applicable overtime rate. 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 direct it to be performed by employees who elect CTE instead of cash compensation for the overtime.

19.17. Any employee called back to work after completion of his/her regular shift shall receive a minimum of two (2) hours compensation for the time worked.

19.18. 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 by his/her supervisor.

SECTION 20

TRAVEL

20.1. Any employee required by the Agency to operate his/her vehicle in the performance of Agency business shall receive an allowance therefore at the rate governed by the Agency which may be increased by unilateral action of the Board of Directors at any time. 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.

20.2. 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 in accordance with the following allowances:

- A. A per diem of \$10.00 for breakfast;
- B. A per diem of \$11.00 for lunch; and
- C. A per diem of \$21.00 for dinner.

20.3. Breakfast may be claimed only when the approved travel commenced 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 a.m.

20.4. 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.

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

20.6. The exception to the foregoing paragraph is when an employee with an Amador, Calaveras, or Tuolumne home office assignment is directed to travel for the day to another county. The employee will be entitled to mileage but not reimbursement for meals.

20.7. If the Executive Director assigns on a temporary basis to Alpine County an employee with a home office assignment in the Amador, Calaveras, or Tuolumne 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.

20.8.1. Advances of per diem may be made upon the employee's timely request.

20.9. When a conference or training is attended for more than one (1) day, the employee shall revert to a regular non-flex schedule (five (5) days a week, eight (8) hours a day).

SECTION 21

HEALTH AND WELFARE BENEFITS/RETIREMENT

21.1. 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

21.2. The Agency shall enter into a tiered-rate plan for major medical insurance, dental insurance, and vision insurance as outlined in Appendix A hereto. The Parties agree that The Agency will contribute 50% of the 2017 increases in health benefits premiums for overall health benefits coverage per each category of the employees for the 2017 health plan year. This provision will take effect as of the December 2016 paycheck, since premiums are paid in advance. The parties agree that this Agency coverage of 50% of benefits increases is not precedential, shall be in effect only for the 2017 plan year, and is not binding on the Agency for subsequent plan years. The in lieu amount will remain unchanged. The amounts paid by the Agency for the 2017 Plan year will be stated in the attachment to the Memorandum of Understanding that sets forth the dollar amount of health insurance contributions by the Agency per category.

21.3. 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.

21.4. 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 percentage 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.

21.5. 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".

21.6. 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.

21.7. 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).

21.8. 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

21.9. 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.

21.10. Effective July 1, 2016 Agency will pay \$40.00 per month to the deferred compensation annuity program for each employee participating in said program, provided said employee contributes a minimum of \$40.00 per month to said program.

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

21.11 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

21.12.1. 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.

21.12.2. 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

21.13. 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 21.7 of this Agreement.

Employee Wellness Program

21.14. The Agency agrees to provide up to \$150.00 per calendar year retroactive to July 1, 2016 cost reimbursement 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)

21.15. 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

21.16 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

21.17. The Agency has implemented *Section 125 of the Internal Revenue Code* allowing for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, *etc.*, as desired by each employee. Employees are hereby warned that they forfeit pay which they authorize to be deducted which doesn't equal their expenditures for a particular benefit category. No cash will go to any employee as an alternative to contributions to the Health Fund.

SECTION 22 CLASSIFICATIONS AND WAGES

Y-Rate Provision

22.1. An employee occupying a position which is reclassified to a class with the same or a higher designated range, shall receive the same salary treatment as any other employee being transferred or promoted. An employee occupying a position that is reclassified downward shall receive a Y-rate, if the employee is paid more than the maximum salary for the new class. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department if they are qualified. They will also be given priority consideration for vacancies in their old class in other departments. Any refusal of an offer in the old class will terminate the Y-rate.

Out-of-Class Pay

22.2. An employee assigned temporarily to work in a class with a higher designated range ("temporary range") than the range designated for such employee's regularly assigned class ("regular range") shall upon the recommendation of his/her supervisor, and approval by Executive Director, be paid in accordance with the temporary range during the temporary assignment. The recommendation from the supervisor shall include a specific time frame for the temporary assignment. The temporary assignment shall not begin until the Executive Director approves it. During that temporary assignment, the employee shall retain whatever step in the temporary range shall result in a wage increase.

22.3. 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 supervisor, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The supervisor shall, within five (5) working days, approve or disapprove the employee's request and in either case shall inform the employee and the Executive Director of his/her decision. Approval of the employee's being paid at the temporary range shall be sent to the Executive Director for action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.

22.4. If the supervisor disapproves the employee's request, the Executive Director shall investigate the request and the supervisor's decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the Executive Director shall approve the temporary range. If the Executive Director denies the request, the employee may file a grievance thereon.

Promotions

22.5. Any employee receiving a promotion shall receive a wage increase of at least five percent (5%) within the salary range for the new class and shall receive a new step anniversary date. All promotions will be implemented by the Merit System rules and regulations. 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.

Demotions

22.6. 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 described herein. 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

22.7. The wage schedule is attached hereto as Appendix B and shall take effect as set forth herein. Effective July 1, 2016, General Unit members will receive a 2% salary schedule adjustment. Salary Schedule B will be adjusted upward accordingly and an appropriate retroactive payment will be made to the General Unit Members.

Step Advancements

22.8. 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 within this Agreement.

22.9. 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.

22.10 Thereafter, a regular employee hired or promoted at 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.

22.11. 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 his/her regularly assigned class. If such employee completes his/her first year 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.

22.12. 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)

22.13. Effective July 1, 2015 the parties agree to a change in the longevity step increase commencement date, so that the 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:

Years of satisfactory continuous Agency Service

Salary Increase

5-1/2 Years
10 Years
15 Years
20 Years

2-1/2% increase
Additional 2-1/2% increase totaling 5%
Additional 2-1/2% increase totaling 7-1/2%
Additional 2-1/2% increase totaling 10%

Suspension

22.14. A period of suspension shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancements, but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancements.

Equity Adjustments

22.15. Equity adjustments are a management right and are subject to the rules and regulations as outlined in California Administrative Code, determined solely by the California Code of Regulations at Title 2 (Administration), Division 5 (Local Agency Personnel Standards), Article 3 (Compensation), §17422-17426.

Open Positions

22.16. Open positions within the Agency shall be governed by the rules and policies of the California Administrative Code, Title 2 (Administration), Division 5 (Local Agency Personnel Standards). These rules and policies take precedence over the local personnel programs.

Job Sharing

22.17. 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 does 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.

22.18. 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.

SECTION 23

NON-DISCRIMINATION

23.1. The provisions of this agreement shall be applied, subject to State and/or Federal law, without discrimination because of mental, physical, or sensory handicaps, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, union activity, or membership or non-membership in any employee organization.

23.2. The Agency and Union shall share jointly in the responsibility for application of the above Section.

23.3. Harassment may be summarized as follows: Harassment consists of any unwelcome verbal or physical conduct directed toward an employee or member of the public doing business with the Agency or an employee's participation in creating a hostile work environment. It is described in full in the Agency's policies and procedures manual which is available to all employees of the Agency. The Agency's policy will also be made available when changes occur in State or Federal law. Harassment is cause for disciplinary action as set forth herein.

SECTION 24
TERM, WITNESSES, AND SIGNATORS

24.1. This Agreement is effective July 1, 2016, and shall terminate on September 30, 2017, 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.

24.1.1. The parties agree that the Parties may reopen the Discipline Article of the MOU in the event that the State adopts revisions of the laws and regulations related to the Discipline Article.

24.1.2. The parties agree that **Appendix A (Health Insurance Coverage 2017)** and **Appendix B (General Unit Salary Schedule Effective July 1, 2016)** shall be open for negotiations on July 1, 2017 for the 2017-2018 fiscal year.

24.2. 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.

24.3. In witness whereof, this Agreement was ratified by a membership vote of the Union on August 5, 2016.

24.4. In witness whereof, this Agreement was ratified by a vote of the Board of Directors on August 22, 2016.

CENTRAL SIERRA CHILD SUPPORT AGENCY


Chair, Board of Directors

SERVICE EMPLOYEES INTERNATIONAL UNION

 3/17/17
Representative, SEIU Local No. 1021

OPERATING ENGINEERS


Representative, OE Local 3

Approved pursuant to union policy:

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL No. 1021



Field Director, SEIU Local No. 1021



Executive Director, SEIU Local No. 1021

APPENDIX "A"
HEALTH INSURANCE COVERAGE - 2017
GENERAL UNIT

The Agency shall provide a tiered-rate plan for major medical insurance, dental insurance, and vision insurance coverage and premiums shall be paid one month in advance. For calendar year 2017, the coverage, Agency contributions and out-of-pocket employee costs shall be as set forth below. The out-of-pocket employee expense may differ from the chart below, dependent upon the individual insurance selected.

Tier	2017 Health Premiums				Agency Contribution	Employee Monthly Out-of Pocket
	CalPERS Medical	Delta Dental	VSP Vision	Premium Totals		
1 - Employee Only	\$820.38	\$50.10	\$18.32	\$888.80	\$876.40 (98.60%)	\$12.40
2 - Couples	\$1,640.76	\$102.30	\$26.56	\$1,769.62	\$1,744.82 (98.60%)	\$24.80
3 - Employee with Child(ren)	\$1,640.76	\$110.70	\$26.56	\$1,778.02	\$1,753.22 (98.61%)	\$24.80
4 - Family	\$2,132.99	\$162.90	\$47.63	\$2,343.52	\$2,211.38 (94.36%)	\$132.14

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

Coverage Type	2017 In-Lieu Payments
Medical	\$250.00/month
Dental	\$31.25/month
Vision	\$18.75/month

APPENDIX "B" - GENERAL UNIT SALARY SCHEDULE - July 01, 2016 - Includes Longevity										
Step Chart for System Table		1	2	3	4	5	6	7	8	9
CLASSIFICATION	Salary Range	A	B	C	D	E	5 1/2	10	15	20
Account Clerk I	1									
(1) Hourly		\$15.79	\$16.58	\$17.41	\$18.28	\$19.19	\$19.67	\$20.16	\$20.67	\$21.19
Semi-Monthly		\$1,373.73	\$1,442.46	\$1,514.67	\$1,590.36	\$1,669.53	\$1,711.29	\$1,753.92	\$1,798.29	\$1,843.53
Monthly		\$2,747.46	\$2,884.92	\$3,029.34	\$3,180.72	\$3,339.06	\$3,422.58	\$3,507.84	\$3,596.58	\$3,687.06
Account Clerk II	2									
(2) Hourly		\$17.41	\$18.28	\$19.20	\$20.15	\$21.16	\$21.69	\$22.23	\$22.79	\$23.36
Semi-Monthly		\$1,514.67	\$1,590.36	\$1,670.40	\$1,753.05	\$1,840.92	\$1,887.03	\$1,934.01	\$1,982.73	\$2,032.32
Monthly		\$3,029.34	\$3,180.72	\$3,340.80	\$3,506.10	\$3,681.84	\$3,774.06	\$3,868.02	\$3,965.46	\$4,064.64
Account Clerk III	3									
(3) Hourly		\$19.20	\$20.16	\$21.17	\$22.23	\$23.34	\$23.92	\$24.52	\$25.13	\$25.76
Semi-Monthly		\$1,670.40	\$1,753.92	\$1,841.79	\$1,934.01	\$2,030.58	\$2,081.04	\$2,133.24	\$2,186.31	\$2,241.12
Monthly		\$3,340.80	\$3,507.84	\$3,683.58	\$3,868.02	\$4,061.16	\$4,162.08	\$4,266.48	\$4,372.62	\$4,482.24
CS Assistant I	5									
(27) Hourly		\$16.14	\$16.95	\$17.79	\$18.68	\$19.62	\$20.11	\$20.61	\$21.13	\$21.65
Semi-Monthly		\$1,404.18	\$1,474.65	\$1,547.73	\$1,625.16	\$1,706.94	\$1,749.57	\$1,793.07	\$1,838.31	\$1,883.55
Monthly		\$2,808.36	\$2,949.30	\$3,095.46	\$3,250.32	\$3,413.88	\$3,499.14	\$3,586.14	\$3,676.62	\$3,767.10
CS Assistant II	6									
(28) Hourly		\$17.79	\$18.68	\$19.61	\$20.59	\$21.62	\$22.16	\$22.72	\$23.29	\$23.87
Semi-Monthly		\$1,547.73	\$1,625.16	\$1,706.07	\$1,791.33	\$1,880.94	\$1,927.92	\$1,976.64	\$2,026.23	\$2,076.69
Monthly		\$3,095.46	\$3,250.32	\$3,412.14	\$3,582.66	\$3,761.88	\$3,855.84	\$3,953.28	\$4,052.46	\$4,153.38
CS Specialist I	10									
(10) Hourly		\$18.37	\$19.29	\$20.26	\$21.27	\$22.33	\$22.89	\$23.46	\$24.05	\$24.65
Semi-Monthly		\$1,598.19	\$1,678.23	\$1,762.62	\$1,850.49	\$1,942.71	\$1,991.43	\$2,041.02	\$2,092.35	\$2,144.55
Monthly		\$3,196.38	\$3,356.46	\$3,525.24	\$3,700.98	\$3,885.42	\$3,982.86	\$4,082.04	\$4,184.70	\$4,289.10
CS Specialist II	11									
(11) Hourly		\$20.26	\$21.27	\$22.33	\$23.45	\$24.63	\$25.24	\$25.87	\$26.52	\$27.18
Semi-Monthly		\$1,762.62	\$1,850.49	\$1,942.71	\$2,040.15	\$2,142.81	\$2,195.88	\$2,250.69	\$2,307.24	\$2,364.66
Monthly		\$3,525.24	\$3,700.98	\$3,885.42	\$4,080.30	\$4,285.62	\$4,391.76	\$4,501.38	\$4,614.48	\$4,729.32
CS Specialist III	12									
(12) Hourly		\$22.33	\$23.45	\$24.62	\$25.85	\$27.14	\$27.82	\$28.52	\$29.23	\$29.96
Semi-Monthly		\$1,942.71	\$2,040.15	\$2,141.94	\$2,248.95	\$2,361.18	\$2,420.34	\$2,481.24	\$2,543.01	\$2,606.52
Monthly		\$3,885.42	\$4,080.30	\$4,283.88	\$4,497.90	\$4,722.36	\$4,840.68	\$4,962.48	\$5,086.02	\$5,213.04

IMPORTANT NOTE: Longevity is calculated based on Step E. Individual calculations will be done for those who have not reached Step E but have attained longevity.

APPENDIX "B" - GENERAL UNIT SALARY SCHEDULE - Effective July 01, 2016 - Includes Longevity										
Step Chart for System Table		1	2	3	4	5	6	7	8	9
CLASSIFICATION	Salary Range	A	B	C	D	E	5 1/2	10	15	20
Legal Clerk I	9									
(26) Hourly		\$16.72	\$17.56	\$18.43	\$19.36	\$20.32	\$20.83	\$21.35	\$21.89	\$22.43
Semi-Monthly		\$1,454.64	\$1,527.72	\$1,603.41	\$1,684.32	\$1,767.84	\$1,812.21	\$1,857.45	\$1,904.43	\$1,951.41
Monthly		\$2,909.28	\$3,055.44	\$3,206.82	\$3,368.64	\$3,535.68	\$3,624.42	\$3,714.90	\$3,808.86	\$3,902.82
Legal Clerk II	16									
(16) Hourly		\$18.43	\$19.35	\$20.32	\$21.34	\$22.40	\$22.96	\$23.54	\$24.12	\$24.73
Semi-Monthly		\$1,603.41	\$1,683.45	\$1,767.84	\$1,856.58	\$1,948.80	\$1,997.52	\$2,047.98	\$2,098.44	\$2,151.51
Monthly		\$3,206.82	\$3,366.90	\$3,535.68	\$3,713.16	\$3,897.60	\$3,995.04	\$4,095.96	\$4,196.88	\$4,303.02
Legal Office Tech	15									
(15) Hourly		\$20.28	\$21.29	\$22.36	\$23.48	\$24.65	\$25.27	\$25.90	\$26.55	\$27.21
Semi-Monthly		\$1,764.36	\$1,852.23	\$1,945.32	\$2,042.76	\$2,144.55	\$2,198.49	\$2,253.30	\$2,309.85	\$2,367.27
Monthly		\$3,528.72	\$3,704.46	\$3,890.64	\$4,085.52	\$4,289.10	\$4,396.98	\$4,506.60	\$4,619.70	\$4,734.54
Office Assistant I	22									
(22) Hourly		\$14.16	\$14.87	\$15.61	\$16.39	\$17.21	\$17.64	\$18.08	\$18.53	\$19.00
Semi-Monthly		\$1,231.92	\$1,293.69	\$1,358.07	\$1,425.93	\$1,497.27	\$1,534.68	\$1,572.96	\$1,612.11	\$1,653.00
Monthly		\$2,463.84	\$2,587.38	\$2,716.14	\$2,851.86	\$2,994.54	\$3,069.36	\$3,145.92	\$3,224.22	\$3,306.00
Office Assistant II	23									
(23) Hourly		\$15.61	\$16.39	\$17.21	\$18.07	\$18.97	\$19.45	\$19.93	\$20.43	\$20.94
Semi-Monthly		\$1,358.07	\$1,425.93	\$1,497.27	\$1,572.09	\$1,650.39	\$1,692.15	\$1,733.91	\$1,777.41	\$1,821.78
Monthly		\$2,716.14	\$2,851.86	\$2,994.54	\$3,144.18	\$3,300.78	\$3,384.30	\$3,467.82	\$3,554.82	\$3,643.56
Office Assistant III	24									
(24) Hourly		\$17.21	\$18.07	\$18.97	\$19.92	\$20.92	\$21.44	\$21.98	\$22.53	\$23.09
Semi-Monthly		\$1,497.27	\$1,572.09	\$1,650.39	\$1,733.04	\$1,820.04	\$1,865.28	\$1,912.26	\$1,960.11	\$2,008.83
Monthly		\$2,994.54	\$3,144.18	\$3,300.78	\$3,466.08	\$3,640.08	\$3,730.56	\$3,824.52	\$3,920.22	\$4,017.66

IMPORTANT NOTE: Longevity is calculated based on Step E. Individual calculations will be done for those who have not reached Step E but have attained longevity.

APPENDIX "C" DISCIPLINARY ACTION

Title 2

Local Agency Personnel Standards

Article 7. Disciplinary Action

§17542. Disciplinary Action.

As used in these regulations, disciplinary action means dismissal, demotion, reduction in compensation, suspension, or any other disciplinary action that affects the employee's present status. The appointing authority, or a designated representative of that authority, may take disciplinary action against an employee for the causes specified in this Article. Under these rules rejection during probation is not a disciplinary action.

NOTE: Authority cited: Section 19803, Government Code. Reference: Section 19800, Government Code.

§17544. Cause for Disciplinary Action.

The action of an employee which reflects discredit upon a public service, or is a hindrance to the effective performance of the department in which the employee is employed shall be considered good cause for discipline. Such actions are:

- (a) Incompetency
- (b) Inefficiency
- (c) Neglect of duty
- (d) Insubordination
- (e) Absence without leave
- (f) Conviction of a felony
- (g) Discourteous treatment of the public or other employees
- (h) Improper political activity
- (i) Willful disobedience
- (j) Willful concealment or misrepresentation of material facts in applying for or securing employment
- (k) Other conduct either during or outside of duty hours which causes discredit to the agency or the employment

NOTE: Authority cited: Section 19803, Government Code. Reference: Section 19800, Government Code.

§17546. Notice of Disciplinary Action.

Written notice of disciplinary action shall be served on the recipient personally, or by certified mail.

For employees with permanent status in the class of employment or another class in the Interagency Merit System, such written notice shall be served at least five calendar days prior to the effective date of any disciplinary action, and shall include:

- (a) A description of the action taken and its effective date or dates;
- (b) A clear and concise statement of the reasons for such action including the acts or omissions on which the disciplinary action is based;
- (c) A statement advising the employee of the right to appeal to the State Personnel Board and the time within which the appeal must be made;
- (d) A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
- (e) A statement advising the employee of the right to respond either verbally or in writing, to the authority proposing the action prior to its effective date.

For employees without permanent status in the class of employment or another class in the Interagency Merit System, such written notice shall be served no later than 15 calendar days after the effective date of any disciplinary action, and shall include items (a), (b) and (c) above.

The notice of disciplinary action shall conform to standards approved by the Executive Officer.

A copy of the notice of disciplinary action shall be filed with the State Personnel Board Executive Officer.

Note: Authority cited: Section 19803, Government Code. Reference: Section 19800, Government Code.

§ 17548. Disciplinary Action Becomes Final.

If the employee fails to appeal a disciplinary action within the time specified, or, after appealing, withdraws his appeal, the disciplinary action taken by the appointing power shall be final.

Note: Authority cited: Section 19803, Government Code. Reference: Section 19800, Government Code.