

between

County of Del Norte

and

Del Norte County Employees

Association/SEIU Local 1021

Miscellaneous and

Professional Units

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ARTICLE I

TERM

This Memorandum of Understanding is entered on the 1st day of March 2025, by the County of Del Norte (hereafter County) and Service Employees International Union Local 1021 (hereafter Union). This agreement is entered into under the authority of the Meyers-Milias-Brown Act (MMBA) Government Code §3500 et seq. Nothing in this article is intended to derogate from legal protections enjoyed by employees under Federal or State law, except to the extent that variance, exception or exclusion is permitted through collective bargaining. This MOU shall expire on August 31, 2025, unless extended by mutual agreement. Either party may file a written notice to bargain for contract renewal no later than June 1, 2025.

RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent for all regular permanent full-time and permanent part-time employees in the miscellaneous and professional unit, excluding all Executive Management [EM(E)], Management [M(E)], Mid-Management (MM), Confidential [C(E)] and Extra Help employees. See Attachment A for a list of classifications covered by this Agreement.

MANAGEMENT RIGHTS AND RESPONSIBILITY

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the right, powers and authority retained solely and exclusively by County include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments or facilities in whole or in part; to direct the work force, to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, layoff and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; classify positions and determine the content and title of such classifications; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

MANAGEMENT RESPONSIBILITIES

The exercise of these rights shall not preclude the Union from meeting and conferring with the County on the impact of County actions on matters within the scope of representation pursuant to Government Code §3500 et seq. or otherwise limiting the exercise of particular rights in accordance with the express terms of this Agreement.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of Federal, State or County law, or the County Employer-Employee Relations Policy.

ARTICLE II DEFINITIONS

These definitions shall be applied throughout this MOU. Terms not defined shall have their ordinary dictionary meaning and shall have the respective meanings given unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.

- Altered Work Schedule: An altered work schedule is any schedule approved by the Appointing Authority and Human Resources Director or Designee at other than traditionally scheduled hours for the assigned shift. Altered work schedules may include: four/ten (4 ten-hour days), nine/eighty (eight nine-hour days plus one eight-hour day, with one additional day off every other week), or any other schedule consisting of forty (40) hours during five (5) work days.
- 2.2 Anniversary Date: The anniversary of the date that a given employee began performing the duties of a given permanent position. This date may change if an employee is promoted, demoted, changes position or classification or is granted an unpaid leave of absence. Probationary periods do not affect anniversary dates.
- 2.3 Appointing Authority: A department head or designee as approved by the Human Resources Director or designee, to whom authority is delegated to make the appointment to fill a vacant position and to remove employees from employment.
- 2.4 <u>Assignment:</u> A particular project, program and/or activity related to the function and needs of the department.
- 2.5 Branch: A function unit of County government within a department. See also, Division.
- 2.6 <u>Catastrophic Illness or Injury:</u> A' severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee that results in the employee being required to take time off from work for an extended period. An employee's job-related illness or injury subject to worker's compensation coverage may be eligible for the catastrophic leave provision.
- 2.7 <u>Class:</u> A group of positions with the same title and alike in duties, responsibilities and authorities requiring the same qualifications and level of compensation (salary). Positions in this group are assigned to various program and/or activities at the department head's discretion.
- 2.8 Class Series: A series of positions in a particular class consisting of entry, journey and/or lead person levels (i.e. I, II, III, etc).
 - A. Entry level is typically a trainee level. The entry levels are assigned duties that will increase experience. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments and programs related to their department or division function.
 - B. Journey level is the experienced working level. It is the second level in a class series and an employee may be assigned paraprofessional, complex job assignments under minimal supervision. Employees advanced to this level in the series have demonstrated the ability to adequately fulfill the assigned responsibilities.

- C. Lead worker or skilled level is the most experienced, characterized by a combination of high-level job assignments. Employees perform the full range of journey or specialist job assignments while also providing work direction, training and coordination for other workers. The emphasis of this series is on performing the more paraprofessional, complex work assignments. Employees advanced to this level are provided general direction in the performance of their responsibilities.
- 2.9 <u>Classification:</u> The process of job analysis and documentation by which newly created positions are defined and delineated in a formal class description, and assigned a specified rate of pay.
- 2.10 Compensatory Time Off (CTO): Time off with pay to compensate an employee for overtime worked as defined in Article IV, section 4.19 in lieu of overtime pay.
- 2.11 <u>Continuous Service:</u> Uninterrupted employment with the County from the effective date of employment. For purposes of establishing seniority, eligibility for benefits, or vesting of permanent benefits, the following shall not constitute interruptions of service: paid or unpaid Family Leave under FMLA or CFRA; authorized leaves of absence with pay up to 1 calendar year in length. Unpaid periods of absence shall cause an adjustment to total time served, anniversary dates and relative seniority.
- 2.12 <u>Demotion:</u> Movement of an employee from one position to another position with a lower maximum salary range.
- 2.13 Department: A distinct branch of County government consisting of one or more units.
- 2.14 <u>Department Head:</u> A person who manages a department of County government and who reports directly to the Board of Supervisors.
- 2.15 <u>Disciplinary Action:</u> A negative action taken against an employee by the Appointing Authority in response to an employee's action or actions that constitutes grounds for discipline.
- 2.16 <u>Discrimination:</u> As generally used in employment law, discrimination refers to the unlawful adverse treatment of an employee or groups of employees, whether intentional or unintentional, based on protected characteristics including, but not limited to, race, color, national origin, religion, sex, (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), sexual orientation, political affiliation, disability, age, military and veteran status or any other consideration made unlawful by federal, state or local law. The parties agree that prohibition against sexual discrimination includes sexual harassment.
- 2.17 <u>Dismissal:</u> Termination of employment with Del Norte County for reasons attributable to the employee for violation(s) of standards of conduct or safety regulations; unsatisfactory performance or any combination thereof that constitute cause and grounds for dismissal.
- 2.18 **Division:** A functional unit of County government within a department.
- 2.19 <u>Division Manager:</u> A director, manager or supervisor of a division.
- 2.20 **Employee:** Any person who has been hired and occupying an authorized position in County service:
 - A. <u>Confidential Employee</u>: "Confidential employee" means any employee who is required to develop or present management positions with respect to employer

- employee relations or whose duties normally requires access to confidential information that is used to contribute significantly to the development of management positions.
- B. Executive Management Employee: An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering County programs. Executive Management positions shall be designated by the Board of Supervisors (e.g. Department Heads).
- C. <u>Limited-Term Employee</u>: An employee who works in a program of a limited duration, to be specified at the commencement of employment. Limited-term employees are paid per unit of work or on an hourly basis. Limited-term employees will not accrue holidays, vacation, sick leave or be entitled to group insurance or other benefits provided to permanent employees, except as required by law, nor shall they be covered by the provisions of this MOU.
- D. Management Employee: An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering County programs in the absence of the appointing authority. Management positions shall be designated by the Board of Supervisors (e.g. Assistant Department Head and Deputy Department Heads).
- E. <u>Mid-Management Employee:</u> An employee classification designated by the Board of Supervisors engaging in specialized and responsible work requiring knowledge acquired by prolonged course(s) or specialized instruction or study and whose work may include management duties of a department, division or unit.
- F. <u>Permanent Employee:</u> An employee who is hired to perform the duties of a full-time or part-time position allocated to a departmental staffing chart, and who has completed the initial six (6)-month or one (1)-year probationary period required in Article VI herein.
- G. <u>Probationary Employee:</u> An employee serving in a permanent full-time or parttime position, who has not yet completed the six (6)-month or one (1)-year probationary period as required in Article VI, herein.
- H. Professional Employee: An employee classification status that requires specialized knowledge and skills attained through completion of a recognized course of instruction, including but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers and the various types of physical, chemical and biological scientists.
- I. Provisional Employee: An employee filling a permanent full-time or part-time position while awaiting certification from an eligibility list or completion of hiring procedures. Provisional employment must be approved by the Human Resources Manager. Under no circumstances will an employee be in a provisional status for more than ninety (90) days unless approved by the Board of Supervisors.
- J Supervisory Employee: An employee classification in which an employee has the authority, in the interest of the employer, to recommend disciplinary action, assign tasks to other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- K. Extra Help Employee: An employee who covers vacations, sick leave or other anticipated or unanticipated absences of a permanent full time employee or part-time employee on a limited term basis. An Extra-Help employee is limited to working less than nine hundred sixty (960) hours per fiscal year in a temporary, seasonal, on-call, part-time or other capacity. Extra help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits unless statutorily required by CalPERS, longevity pay or other benefits, incentives or conditions of employment specifically provided to permanent full-time or permanent part-time except as required by law. Extra-Help employees do not have a probationary period or achieve permanent status and shall not be eligible for benefits defined in this MOU.
- L. <u>Part Time Employee:</u> A "part-time" position or appointment is a position or appointment in which the employee is to work a fraction of the full-time work schedule. Typically less than thirty (30) hours per week.
- 2.21 Fair Labor Standards Act: A federal law enacted in 1938 and subsequently amended to include County government that governs minimum wage, overtime pay, equal pay, child labor standards and record keeping requirements. Not all employees of local government are affected by the FLSA. Certain positions are covered by the FLSA but exempted from specific provisions. Positions affected by the FLSA are designated as exempt, non-exempt or not covered. An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the Act. For purposes of this MOU the designations apply only to the overtime provisions:
 - A. <u>Exempt Employee:</u> An employee classification status that establishes that the employee is not subject to FLSA overtime provisions. Overtime and compensatory time off will be provided pursuant to Article IV, Sections 4.18 and 4.19 hereinafter.
 - B. <u>Non-Exempt Employee:</u> An employee classification status that establishes that the employee is subject to the FLSA overtime provisions.
 - C. <u>Non-Covered Official Employee</u>: A management classification status that designates that the official is not covered under the overtime provisions of the FLSA.
- 2.22 **Flextime:** A variation, but not a reduction, in working hours intended to provide better "time-planning" for employees' or departmental needs. For non-exempt employees, all flextime earned or used must be in the same workweek. Exempt employees refer to Article IV, section 4.18.
- 2.23 <u>Grievance:</u> A grievance is a written complaint of an employee or group of employees alleging a violation or misapplication of a provision of this MOU, or adopted County policies, State or Federal law or regulation.
- 2.24 <u>Grievant:</u> A grievant is an employee or groups of employees within the bargaining unit alleging a grievance.
- 2.25 Health and Safety: Pursuant to the California Code of Regulations, Title 8 Section 1509(2) of the Construction Orders Section 3203 of the General Industry Safety Orders; the California Labor Code Section 6401.7, the County shall insure the Health and Safety of its employees through "The Countywide Injury and Illness Prevention Program" (IIPP) which provides a guideline for the County's safety program. "The Del Norte County

- Administrative Policies and Procedures Manual" outlines the method of reporting safety hazards in Title 6 Section 6.20.
- 2.26 Immediate Family: The lawful spouse or registered domestic partner, parent, or parent inlaw, sibling or sibling in law, child, grandparent, grandchild, legal guardian, step-children, step-siblings, step-parents, step- grandparents or step-grandchildren of the employee.
- 2.27 Involuntary Demotion: An employee who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which he/she is demoted, shall have his/her salary reduced to the salary in the range for the new class closest to five (5) percent lower than the salary he/she received before demotion. Subject to progressive discipline, the employee has a right to appeal and request a Skelly Meeting.
- 2.28 <u>Job Description:</u> The document, which defines the general essential duties, responsibilities and required skills, training and education applicable to incumbents in that class or position.
- 2.29 Lavoff: Termination of employment due to a reduction in force, by policy decision of the Board of Supervisors.
- 2.30 Leave of Absence: Absence from duty, whether paid or not, under the provisions of Article V herein.
- 2.31 Longevity: Ten or more years of permanent, uninterrupted county service.
- 2.32 <u>Performance Improvement Plan:</u> A written plan devised by the Appointing Authority to assist an employee to improve deficient performance to an acceptable level.
- 2.33 <u>Position:</u> A collection of tasks, duties and responsibilities assigned to nnd performed by one employee, as authorized by the Board of Supervisors.
 - A. <u>Emergency Position</u>: A position authorized by the Board of Supervisors during an emergency situation in order to prevent stoppage of public business, loss of life or damage to a person's property. Entitlement to benefits will be on a case-by-case basis as authorized by the Board of Supervisors.
 - B. <u>Grant Position:</u> A position typically of limited duration created as a result of a public or private grant. Employment is contingent on grant funding and if the grant funding should cease, the position will be terminated. An employee who is laid off from a grant position shall have the same retreat rights as any employee as provided in Article X of this MOU.
 - C. <u>Permanent Full-Time Position:</u> Any position approved and allocated on the County staffing chart by the Board of Supervisors, in which the employee works a continuing year-round shift of thirty (30) hours or more per week.
 - D. Permanent Part-Time Position: A position, designated by the Board of Supervisors to be permanent, in which the employee works a continuing, year-round shift averaging twenty (20) hours or more per week, but less than thirty (30) hours per week. All these employees are entitled to benefits provided permanent full-time employees under this MOU and such benefits are pro-rated in proportion as the part time employees regular weekly hours bear to full-time hours for that position.
 - E. <u>Work Experience Position:</u> A temporary position which is designated to provide job training to persons who might not otherwise be able to compete in the labor

market for regular positions, or a position established to give temporary on the job training for full-time students.

- 2.34 **Probationary Period:** A period regarded as part of the examination process, which provides the Appointing Authority with an opportunity to observe and evaluate an employee's competence and ability to perform the assigned duties satisfactorily.
- 2.35 Progressive Discipline: An approach to imposing disciplinary action in which a lesser penalty may be appropriate for minor offenses the first time and more severe penalties are imposed for repeating the same or other offense(s). Progressive discipline will be used when the Appointing Authority believes that progressive discipline shall serve the dual purpose of providing both corrective warning and a penalty to an employee whom the Appointing Authority intends to retain as an employee after discipline. Discipline may be imposed at any level depending upon the severity of the action of the employee. Progressive discipline shall not be required when the Appointing Authority believes dismissal to be the appropriate discipline because of the severity of the employee's conduct.
- 2.36 **Promotion:** The movement of an employee from one position in one class to a position in a class with a higher maximum salary range, or an increase in pay for an employee's current position as a result of a reclassification.
- 2.37 <u>Reclassification:</u> The process of job analysis and documentation by which positions are re-defined in response to changes in the duties, responsibilities and skills required of the incumbents. Reclassified positions may be assigned to different pay rates when justified by the degree of change. Reclassification does not affect an employee's anniversary date, unless reclassification results in a promotion.
- 2.38 Regular Working Day/Business Day and Overtime: The Appointing Authority or their designee shall schedule employees work hours, consistent with the operational needs of the department. Not all employees within a department need work the same days or hours. The regular working/business week, shall consist of forty (40) hours during seven (7) consecutive days including Friday through the following Thursday, excluding holidays, with the following exceptions:
 - A. Those positions designated by the Board of Supervisors as thirty-five (35) hours per week, shall consist of thirty-five (35) hours during seven (7) consecutive days including Friday through the following Thursday, excluding holidays.
 - B. Those positions designated by the Board of Supervisors as ten (10) hours per day, forty (40) hours per week, shall consist of four (4) working days of ten (10) hours each from and including Friday through the following Thursday, excluding holidays. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Friday, as determined by the Appointing Authority. All employees within a department need not work the same four (4) days of the week.
 - C. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may authorize an employee or group of employees to work an altered work schedule/flextime where the needs of the employee(s) make an altered work schedule/flextime either necessary or convenient and neither the department nor the employees are unduly affected

- thereby. In no case shall such altered work schedule/flextime be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
- D. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may offer flextime in lieu of compensatory time off or overtime if the operational needs of the department require an employee to work more than their assigned hours in a day. The employee may decline flextime, in which case the employee shall receive either compensatory time off or overtime consistent with the provisions of this MOU.
- E. Behavioral Health Mobile Crisis Unit Shift: Designated Classifications of Certified Peer Support Specialist I/II and Behavioral Health Specialist I/II/III assigned to the Behavioral Health 24/7 Mobile Crisis Unit shall work ten (10) hour shifts consisting of eighty (80) hours of scheduled work in a fourteen (14) day pay period (two weeks). The Appointing Authority or designee shall have the right to make temporary shift changes and/or assign staff as necessary for the safety and security of the County, Employees, persons in a behavioral health crisis and the general public. Each pay period shall be broken out into eight (8) ten (10) hour shifts for the Mobile Crisis Unit duties. The standard work week shall consist of four (4) ten (10) hour shifts in a seven-day period covering either day shifts or night shifts as defined below. Dayshifts will start at 8:00 A.M. and end at 7:00 P.M. Night shifts will start at 7:00 P.M. and end at 6:00 A.M. Daily coverage from 6:00 A.M. to 8:00 A.M. will be handled by Behavioral Health staff assigned to the standby schedule. Overtime shall be paid in accordance to the provisions of this MOU for hours worked in excess of the regularly scheduled ten (10) hours per shift. Vacation and sick hours shall continue to accrue biweekly in accordance with the provisions of this MOU based upon a fourteen (14) day, eighty (80) hour pay period. It is understood that Behavioral Health staff assigned to the MCU will be afforded their rest and meal breaks per Article 4.28 and 4.29.
- 2.39 <u>Suspension:</u> Temporary separation of an employee from County service without pay for disciplinary reasons. Suspensions may only occur as a result of a disciplinary action conducted in accordance with Article XII, or Local Agency Personnel Standards (LAPS), Title 2, California Administrative Code.
- 2.40 **Transfer:** Movement of an employee from one position to another.
 - A. Demotional Transfer: Movement of an employee from one position in a class to a different position in the same class at a lower rate of pay, or to a position in a different class with a lower rate of pay.
 - B. Lateral Transfer: Movement of an employee from one position in a class to a different position in the same class and/or the same rate of pay.
 - C. Promotional Transfer: Movement of an employee from one position to a different position at a higher rate of pay.
- 2.41 Y-Rate: A personnel action in which an employee is placed in a class with a lower maximum range of pay but continues to receive the specific bi-weekly pay rate the employee received in the higher class until such time as the rate of pay of the lower class increases to a level above the Y-rate placement, at which time the employee will be again eligible for step and cost of living increases.

ARTICLE III UNION RIGHTS

- Union: All employees are eligible to join the Union with the exception of Confidential, Executive Management, Management and Mid-Management employees as defined in Article II, sections 2.20(A), 2.20(B), 2.20(D), 2.20(E), and 2.20(K) respectively. Confidential, Executive Management, Management, Mid-Management and Part Time/Extra-Help employees shall not represent an employee or the Union in any disciplinary action or grievance, or in a meet/confer, except that Professional employees shall be represented in disciplinary matters by a shop steward that is also a Professional employee, or Union staff.
- 3.2 Union Release Time Bank: The County will grant a combined maximum of two hundred and forty (240) hours of release time per fiscal year, with a maximum of twenty-four (24) hours for any one (1) employee per fiscal year, deducted from a bank established from donations of accrued and available vacation and compensatory time off donated by represented employees. In a special case where an employee may need to use more than twenty-four (24) hours in a fiscal year, at the request of the Union President, the Human Resources Director or designee shall consider a request permitting any one (1) employee to exceed the maximum.
 - A. Eligibility and Approval: It is the responsibility of the Chapter President or his or her authorized representative to confirm eligibility with the Auditor-Controller prior to approving union release time. Upon written approval from the Chapter President or authorized representative, a union officer (President, Vice President, Secretary, Treasurer or Area Representative) or steward may request release time to carry out union business. It shall be the responsibility of the union to provide a list of all union officers and stewards to the Auditor-Controller and the Human Resources Director or designee. Request time shall not be denied unless operational necessity requires it. No release time requests shall be unreasonably denied. It shall be the responsibility of the union to provide a list of all union officers and stewards to the Auditor-Controller upon election or when any change(s) occur to the list.
 - B. <u>Donation of Hours to Bank:</u> Represented employees may donate up to five (5) days per fiscal year from accrued and available vacation or compensatory time off. In order to donate, an employee must have no less than five (5) days of vacation and/or compensatory time off available after donation. The Auditor- Controller shall be responsible for administering the Release Bank. The Auditor- Controller shall provide quarterly reports to the Union, or at the request of the Chapter President or designee. Hours donated to the Union Release Bank become the property of the Bank, and may not be recovered by the donating employee.
 - C. Request and Approval: All requests and approval per this section shall be in writing, which the employee shall include with his or her time card.
 - D. <u>Release Time Compensation:</u> Release time for all union business shall be compensated using donated hours per section 3.2(B) with the exception of release time for negotiations, Labor-Management Committee, Health Committee, meet and confer sessions, grievance meetings, discipline meetings, mediation meetings, arbitrations and Board of Supervisor meetings for Union President or designee (per Section 3.3).

- Union President: The Union President or designee shall be granted thirty-two (32) hours release time in addition to the twenty-four (24) hour limit per employee (per Section 3.2), using SEIU represented employee donated hours. The Union President or designee shall request leave in writing to his or her Appointing Authority or designee. Request shall not be denied unless an emergency occurs rendering the employee's attendance necessary. Approved request shall be provided in writing to the Union President or designee and the Auditor-Controller. The Auditor-Controller shall be responsible for administering the leave per this section of the MOU. Additionally, County shall grant up to eight (8) hours per month of paid release time for the President or designee to attend meetings of the Board of Supervisors whenever an agenda item affects the Union or its members or represented employees. Release time for board meetings shall be without loss of compensation and shall not be accumulated. The Union President or designee shall provide notification in writing to his/her Appointing Authority or designee prior to attending Board of Supervisors meetings with as much advance notice as possible.
- 3.4 Union Officers and Stewards: Authorized representatives, per the list provided in Section 3.2(A) shall request release time in writing to the Appointing Authority or designee at least forty-eight (48) hours in advance of the specified union business. Final approval shall come from the Appointing Authority or designee and shall be provided in writing to the employee and Chapter President or designee. A request shall not be denied unless operational necessity requires the employee's attendance.
- 3.5 County/Management Initiated Meetings: When the County, Appointing Authority or designee initiates a meeting between management and the Union, the forty-eight (48) hour advance notification requirement in sections 3.3 and 3.4 shall not apply. The Union representative(s) shall request release time in writing from their Appointing Authority or designee with as much advance notice as possible.
- 3.6 <u>Use of County Facilities:</u> The Union is entitled to use County facilities, including computers, networks, email and phones and interoffice mail for official Union communications. Such use shall be limited in scope and time to actual release or break time and shall not include any long distance phone charges. Additionally, the Union is entitled to use printing facilities belonging to County, at rates charged to other non-County organizations, in accordance with established procedures.
- Release Time for Negotiations: Union members who serve as the Union's team for bargaining are entitled to paid release time for any scheduled bargaining session, independently of any release time discussed above, and additional time as needed for meetings of the bargaining team when bargaining is open, not to exceed two (2) hours per scheduled bargaining session. The Chapter President will notify the Appointing Authority or designee, no less than twenty-four (24) hours in advance, of the names of the team members along with the dates and times needed for negotiations. Such notification is an official time off request per section 3.7 of this MOU.

3.8 Payroll Deduction:

- A. Member(s) requests to authorize dues/other deductions(s), or requests to cancel or change such deductions shall be in writing either by written application or form, letter or email and solely directed to the Union rather than to the County.
- B. The Union shall be responsible for handling and processing these requests and will maintain signed individual employee authorizations.

- C. The <u>Del Norte County Union chapter</u> shall provide SEIU Local 1021 written authorization signed by and covering every member(s) requesting membership dues deduction, changes or cancellation.
- D. After receiving certification from Local 1021 Membership Services that it possesses a written authorization for member dues deduction, change or cancellation of union membership, the County agrees to the automatic deduction of Union dues, voluntary Union sponsored insurance plans, and voluntary COPE contributions. County also agrees to the automatic cancellation of a member(s) dues deduction upon receipt of the member(s) termination form(s) from the Union. This shall take place at the beginning of the next pay period following receipt of the Union's certification.
- E. The Union shall indemnify, defend and hold the County harmless of and from any liability that may result from making, canceling, or changing requested deductions from the Union.
- 3.9 <u>Union Designated Area Representatives:</u> Union Designated Area Representatives on the Union Executive Board shall be Shop Stewards for the purpose of representing bargaining unit members. The Union may designate twelve Area Representatives per year, who shall serve as Union Shop Stewards, including the Union's Chief Steward.
- Representation Release Time: No bargaining unit members shall be denied representation due to release time limits in this MOU. When the County, Appointing Authority or designee initiates a meeting with an employee and the employee believes the meeting could result in discipline, the employee may request union representation pursuant to their Weingarten Rights. The meeting will be postponed for a reasonable amount of time until the parties are able to obtain union representation. Union Officers or Area Representatives shall request representation release time in writing to the Appointing Authority or designee with as much advance notice as possible of the need for representation release time. The Appointing Authority or designee may deny such time solely based upon operational need. If it is not possible to grant time as originally requested, the supervisor shall arrange for release at the earliest possible time.
- Retaliation Prohibited: In accordance with Government Code §3506, the County or Union shall not engage in acts of reprisal, coercion, intimidation, retaliation or discrimination against any employees for exercise of their rights under this Agreement, and without limitation, in particular: for serving as a Shop Steward, Bargaining Team Member or Contract Action Team Member, Union officer, for filing a grievance, testifying in a grievance or disciplinary arbitration, making any witness statement in connection with any Skelly hearing or arbitration, reporting any health and safety issue, or participating in any other protected activity under the Meyers-Milias-Brown-Act.
- 3.12 Access to Worksites: In accordance with Government Code §3507, official SEIU Local 1021 staff representatives shall be allowed reasonable access to worksites and contact with bargaining unit members so long as there is no undue interference with County operations. The Union recognizes that there are designated worksite areas that are confidential in nature and access to those areas is prohibited and restricted to only those employees assigned to work in the particular worksite. Upon request from the Union President or designee at least forty eight (48) hours in advance of the planned worksite visit, such access shall be coordinated with the Appointing Authority or designee.

- 3.13 New Employee Information and Orientation: During orientation, each new employee in a represented classification shall be given information provided by the Union notifying the employee that the Union is the recognized employee organization for his or her classification. The Union shall have the opportunity to make a thirty (30) minute presentation with new County employee(s) orientation. The Union President or designee shall not lose any compensation to meet with any new represented employee(s); such time shall be provided in accordance with section 3.2 Union Release Time Bank.
 - A. The County representative(s) shall be absent from the room during any sessions, meetings, or trainings conducted by the Union, with new County employees. B. The County shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within thirty (30) calendar days of the date of hire.
 - B. The County shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work email addresses of any newly hired employee within thirty (30) calendar days of the date of hire.
 - C. At least every one hundred and twenty (120) days the Union may request a full list of employees in the bargaining unit including the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e mail addresses in a malleable electronic format.
- 3.14 <u>Bulletin Boards</u>: The County will provide bulletin board space measuring approximately 24x36 inches for the exclusive use of the Union at each worksite. The Bulletin board shall be located in mutually acceptable areas. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.
- 3.15 <u>Right of Reasonable Notice</u>: The Union has the right to reasonable written notice of any new or proposed amendments to an ordinance, rule, resolution, or regulation that is directly related to matters within the scope of representation. Pursuant to GC 3504.5:
 - A. Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body or the designated boards and commissions and shall give the recognized employee organization the opportunity to meet with the governing body or the boards and commissions.
 - B. In cases of emergency when the governing body or the designated boards and commissions determine that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body or the boards and commissions shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

- 3.16 No Discrimination: Provisions of this Memorandum shall be applied to all employees without unlawful discrimination as to age, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding) race, color, creed, national origin, physical or mental disability, medical condition, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state or local law. The parties agree that prohibition against sexual discrimination includes sexual harassment. This section is to be interpreted as consistent with federal or state law.
- 3.17 <u>Dignity Clause:</u> Del Norte County and the Union are committed to providing a workplace where all employees, regardless of their classification or pay status, are treated in a manner that maintains generally accepted standards of human dignity and courtesy.

ARTICLE IV COMPENSATION AND HOURS OF EMPLOYMENT

4.1 Salary Schedule: The salary schedules for all positions in the bargaining unit are attached hereto as Attachment A. There are separate salary schedules for employees classified as Miscellaneous, Professional and Safety.

4.2 Salary Adjustment:

- A. Effective in the first full pay period upon ratification of this Agreement all bargaining unit members will receive a five percent (5%) salary increase.
- 4.3 Minimum Wage Adjustment: No employees shall make less than the state's minimum wage rate.
- 4.4 Compensation Analysis: The Union and the County agree to meet in June 2025 to meet and confer on the Gallagher Compensation and Organization Structural Analysis (COSA).

4.5 Altered Work Hours:

- A. The Appointing Authority, with the approval of the Human Resource Office, may establish an alternative work schedule for employees of the department. Eligibility, participation in and implementation of any such work schedules shall be at the sole discretion of the Appointing Authority.
- B. The Appointing Authority, or the employee's immediate supervisor, when authorized by the Appointing Authority, and with the approval of the Human Resource Office, may authorize an employee to work an altered work schedule where the needs of the employee make an altered work schedule either necessary or convenient and neither the department nor the employees are unduly affected thereby. In no case shall such altered work schedule be approved if to do so would result in a violation of the FLSA, require the payment of overtime compensation, or the payment of a shift differential per Article IV, Section 4.7 of this MOU.
- C. Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establish such a schedule (https://tinyurl.com/4t778ez6). Such a request shall be considered by the Appointing Authority, and approved if it is consistent with operational needs of the department. The Appointing Authority shall have fourteen (14) calendar days to notify the employee or group of employees of his/her decision in writing with the reasons for the decision explained. If operational requirements of the department change, altered schedules may be changed by the Appointing Authority with fourteen (14) days' notice, consistent with Management's right under Article I to schedule work, working hours, and shifts. The Appointing Authority's decision shall be final and not subject to grievance under Article XI of this MOU.
- 4.6 Beginning Salary: Newly hired employees shall be compensated at Step A of the appropriate salary schedule and range. Where it is difficult to hire qualified personnel or where a person of unusually high qualifications is hired, the Appointing Authority may request the Board of Supervisors to appoint at a higher step, but in no event higher than Step C. The Board of Supervisors must approve appointment at a step higher than Step A.

- 4.7 Shift Differential: A two dollars (\$2.00) per hour shift differential shall be paid to those employees working any part of an evening shift as defined by the hours of 6:00 pm to 6:00 am. However, employees working an approved alternate work schedule pursuant to Article IV, Section 4.5 of this MOU that includes any hours between 6:00 pm and 6:00 am shall not be eligible for this differential.
- 4.8 <u>Bilingual Pay</u>: An employee in a position that has been approved by the Appointing Authority and confirmed by the Human Resources Director or designee as requiring the use of bilingual skills on a continuing basis averaging ten percent (10%) of work time may qualify for bilingual pay. Use of bilingual skills includes any combination of conversational, interpretive, or translation work. The ten percent (10%) standard is verified in writing by the appointing authority and confirmed by the Human Resources Director or designee in writing on a quarterly basis and is based upon the time spent conversing, interpreting or transcribing in a second language.
 - A. The position must be in a work setting where the bilingual skills are required to meet the needs of the public in either a direct public contact position or an institutional setting, or the position is utilized to perform interpretation, translation or specialized bilingual activities.
 - B. Upon qualification, employees in the designated positions shall be compensated at a rate of seventy-five dollars (\$75.00) per pay period. Continuing payment shall be based upon the quarterly verification by the Appointing Authority and confirmed by the Human Resources Manager. In the event of two or more employees in the department with bilingual skills, the Appointing Authority may request certification of those skills and appoint from the list of certified employees. If the employees are equally qualified, the more senior employee shall be selected.
 - C. Employees shall no longer be eligible for bilingual pay when they are absent from work due to an extended Federal or State leave (i.e., FMLA or CFRA) or otherwise in an inactive work status.
- Probationary and Annual Salary Increases: Employees who are subject to a six (6) month probationary period, and who attain permanent status shall progress from their current step to the next step within a range on the salary schedule effective on their probationary evaluation date. Employees shall progress from one step to the next within a range on the salary schedule each year on the employee's anniversary date until Step E is attained, provided that the employee's work performance is at a satisfactory level or above. In the event of a below satisfactory rating, the step increase shall be effective upon attaining a satisfactory rating following completion of a Performance Improvement Plan. The Appointing Authority will make recommendation to the Human Resources Manager for approval. Any employee whose performance is determined below satisfactory shall be given ten (10) working days' notice prior to the step increase due date that a step increase will not be provided.
- 4.10 Longevity Step Increases: After completion of ten (10) years of uninterrupted, continuous service, an employee shall advance to step F of the appropriate range. After completion of fifteen (15) years of uninterrupted, continuous service; an employee will advance to step G of the appropriate range. After completion of twenty (20) years of uninterrupted, continuous service, an employee shall advance to step H of the appropriate range. After completion of twenty-five (25) years of uninterrupted, continuous service, an employee shall advance to step I of the appropriate range. After completion of thirty (30) years of

- uninterrupted, continuous service, an employee shall advance to step J of the appropriate range. An employee on step F, G, H, I or J, if promoted, will remain at their longevity step in the new salary range.
- 4.11 <u>Step Placement After a Class Series Advancement</u>: If an employee advances levels in a class series as defined in Article II, Section 2.8, the employee shall be placed at the lowest step of the new salary range that insures a minimum of five percent (5%) in biweekly compensation; provided, however, that this placement shall not conflict with section 4.10 Longevity Step Increases.
- 4.12 Step Placement After Open Hiring: If an employee is promoted or applies and is selected through open hiring for a position in a higher classification, the employee shall be placed at the lowest step of the new salary range that insures a minimum of five percent (5%) increase in salary; provided, however, that this placement shall not conflict with section 4.10 Longevity Step Increases. In the event the promotion or open hiring for a position in a higher class places the employee in a class paid less than five percent (5%) more than the old class, the employee will be placed at the same step in the new range that he or she held in the old range.
 - If an employee applies for and is selected through open hiring for a position in a lower classification, the employee shall be placed at the highest step of the new salary range that insures the least loss of pay; provided, however, that placement shall not conflict with section 4.10 Longevity Step Increases.
- 4.13 Step Placement After Promotion: If an employee is promoted to a position in a higher classification as defined in Article II, Section 2.36, the employee shall be placed at the lowest step of the new salary range that insures the minimum of seven and a half percent (7.5%) increase in salary; provided, however, that this placement shall not conflict with section 4.10 Longevity Step Increases. In the event the promotion to a higher class places the employee in a class paid less than seven and a half percent (7.5%) more than the old class, the employee will be places at the same step in the new range that he or she held in the old range.
- 4.14 <u>Step Placment After Salary Range Adjustment:</u> When there is a salary range adjustment, an employee shall be placed at their current step in the new salary range.
- 4.15 Y-Rating: An employee who is Y-Rated shall continue to receive the exact biweekly salary received at the time the Y-Rate is implemented, until such time as the dollar value of the salary range to which he or she is assigned increases to a level above the Y-Rate placement, at which time the employee will be again eligible for step and cost of living increases.
- 4.16 Out of Class Assignment: This provision shall apply when an employee is specifically assigned by the Appointing Authority or designee, and performs on a temporary basis, the full duties of a higher-level position, in which there is no incumbent or in which the incumbent is on a paid or unpaid leave of absence, or is for some other reason away from the job. Compensation shall be at the pay rate of the higher-level position, and shall be calculated as though the employee has been promoted to the higher-level position, except as calculated in 4.16.E.
 - A. Prior to an authorized out of class assignment, the Appointing Authority or designee shall meet with the affected employee(s) and make a determination in writing as to what duties will be performed and the duration of the assignment, if known. The determination and proposed proportionate compensation shall be forwarded to the 16

- Human Resources Director or designee for approval. All out of class assignments shall be reviewed and approved on a quarterly basis by Human Resources.
- B. Employees, except those provided for in C and D below, shall be compensated at the higher rate from the first day provided they work at least five (5) consecutive days in the higher-level position.
- C. Employees designated as Professional shall be compensated at the higher rate after working twenty (20) days in the higher-level position.
- D. Employees whose job description includes assuming the duties of a higher-level position shall be compensated at the higher rate commencing on the sixth (6th) consecutive day, provided that the employee is not designated as Professional or exempt.
- E. When an employee is assigned by the Appointing Authority or designee, part of the job duties of a higher-level position, the employee shall be compensated an adequate differential. The compensation shall be paid in the manner provided for in subsection B, C or D above. Differentials shall be recommended by the Appointing Authority based upon the agreed upon percentage of higher-level duties assigned to the employee, with final approval by the Human Resources Manager. The differential shall be a flat amount and shall not exceed the amount that would be paid had the employee been promoted.
- F. The differential per section 4.16.E shall be calculated by taking the biweekly amount at Step A of the higher-level position less the biweekly amount at Step A of the employee's current position, multiplied by the percentage of duties as agreed upon in section 4.16.E.
- 4.17 Pay Day: All employees shall be paid on a bi-weekly basis. If a normal bi-weekly pay day falls on a holiday, then the pay day shall be the last regular working/business day before the holiday or holidays. The pay period runs from Friday through the following Thursday, paid on the Friday of the following week.
- 4.18 Overtime: Employees shall not work overtime except when necessary and required by the Appointing Authority. Department Heads shall not authorize overtime for routine tasks that must be accomplished on a routine basis. Overtime shall be calculated at the weekly rate. Overtime shall not be paid to employees that elect to work an altered work schedule or flextime pursuant to Article II, section 2.22 Definitions or 4.5 Altered Work Hours of this MOU.
 - A. Weekly Overtime: If a non-FLSA exempt employee is required to work longer than their regularly scheduled thirty-five (35) or forty (40) hours in a week (including any vacation time and including holiday time), he or she shall be paid at time and a half (1.5) for any time worked in excess of the regularly scheduled hours.
 - 1. Call back time as provided for in section 4.27 shall remain as stated.
 - B. Vacation Rule: Employees shall not take vacations on days which they work if the combined work and vacation time would result in exceeding the employee's regularly assigned non-overtime working hours for the day. In general, the Appointing Authority will not authorize vacation time which could result in daily or

weekly overtime, unless absolutely necessary to meet emergency needs of the department. Sick time and compensatory time off do not count towards overtime calculation.

- C. Overtime Limitation: Any employee earning less than 130 percent of the California State minimum wage shall not be subject to the provision in this paragraph with respect to applicable overtime penalties. Instead, the more restrictive California Industrial Wage Commission order shall apply.
- D. Exempt Employee: If an FLSA-exempt employee covered by this Agreement is required to work more than six (6) days consecutively, or more than sixty (60) hours in a week, time worked in excess shall be accrued compensatory time off at a rate of two hours per hour worked on the seventh day or over sixty (60) hours. No employee may be required to work more than three (3) weekend days per pay period except in the case of 24-hour facilities where weekend days may be part of the regularly scheduled work week. Exempt employees may exercise flex time within the pay period.
- 4.19 <u>Compensatory Time Off:</u> The Appointing Authority shall determine whether employees receive overtime pay or compensatory time off for overtime worked, subject to the following conditions:

If an FLSA covered non-exempt employee is required to work overtime, above, the Appointing Authority may opt to provide, in lieu of overtime rates, corresponding compensatory time off at the corresponding rate. For example, an hour of time equals one and one half (1.5) hours of compensatory time off. Employees may accumulate up to 120 hours of compensatory time off, provided that in an emergency, if an employee accrues more than that which is allowed, the Appointing Authority, with the approval of the Human Resources Director or designee, can permit additional hours. Employees entitled to overtime may request CTO in lieu, which shall be granted unless inconsistent with operational necessity.

- 4.20 <u>Travel Time:</u> Commuting between home and the work site is not normally work time and is not included as working hours for purposes of compensation or overtime computations.
 - A. Unusual home to work travel may be working time if the employee is required to travel substantial distances to a place other than his or her normal worksite outside of the normal work shift. This provision applies where, following the employee's normal work shift, the employee is called out for emergency services at other than the normal work place, and the distance traveled is in excess of five (5) miles.
 - B. Additionally, travel in connection with a special "one day" assignment away from the regular work site which requires travel of a substantial distance, (greater than five (5) miles each way) will be considered working time.
 - C. Travel where work is being performed during the travel is work time. This includes work transporting people, goods or waste.
- 4.21 <u>Travel Away From Home:</u> Travel on overnight trips away from home is working time, regardless of whether or not it is a normal work day or normal working hours. The County Travel Policy should be reviewed for all County related travel.

When employee is required to travel to an out-of-town location for work-related purposes, the time spent traveling to and from that location shall be considered work time and

compensated as such whether during or outside normal working hours. This includes all time spent as a passenger on an airplane, bus, taxicab, car or other mode of transportation, including time spent waiting to purchase a ticket, check baggage, or board an airplane, bus, taxicab or other mode of transportation.

- 4.22 Exclusions From Compensated Travel Time: Regular meal periods while traveling are not working time. When an employee's regular work shift includes a regular meal period such as lunch or dinner, the regular length of that meal period will be excluded from working time while traveling.
 - A. Any time spent as an employee sleeping or consuming meals while traveling is not working time.
 - B. Any time spent on activities of a personal nature, such as visiting friends or relatives, sightseeing, or the like, while traveling at the destination point, or enroute, is not working time.
 - C. Nothing in these provisions shall deprive any employee of compensation provided in the FLSA or California Industrial Welfare Commission Orders.
- 4.23 Reimbursement for Travel Related Costs: Policies and procedures for reimbursement for county-related travel and vehicle use can be found in Title 5 of the Administrative Manual. (https://tinyurl.com/3farf7bz). Any proposed changes to Title 5 of the Administrative Manual, with the exception of the IRS rate for mileage and the GSA per diem rates for Humboldt County, shall trigger a meet and confer obligation.
- 4.24 Tax Consequences of Travel Reimbursement: Travel reimbursements may or may not have tax consequences for the employee. Employees may wish to keep receipts even if they are receiving per diems for tax reasons. By requiring the employee to account for his or her expenses, the County has sought to avoid the requirement that all reimbursements be reported as income to the employee. Employees should be aware of the fact that audits by federal or state tax authorities may necessitate retention of receipts. By not requiring receipts for certain expenses, the burden of producing receipts in the event of an audit is on the employee.
- 4.25 Training Attendance: Employees shall not be required to attend training sessions or seminars unless County pays all actual and necessary costs.
 must obtain approval of the Appointing Authority or designee of advances prior to their submission. The advance to be given to the employee will be determined by the Auditor-Controller, taking into account the circumstances under which the trip is being made.
- 4.26 Assigned Standby: Employees who are assigned standby duty by their Appointing Authority on weekends, overnight or on holidays shall be compensated in accordance with this section. For purposes of this section, "assigned standby" shall be defined as a period of time during which an employee designated by his/her Appointing Authority shall be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact. "Commence providing services" means either to give the needed service on the telephone or other means of communication, or to proceed to the location where the services are to be performed. "Weekend" means Saturday and Sunday. Employees shall report to the work site to obtain a County vehicle before proceeding to the location where services are to be performed. An employee responding to a location to provide services shall start his or her work time upon

departure to the work site and end the work time upon returning home or at other location from where the response began.

- A. An employee shall be compensated at a rate of five dollars (\$5.00) per hour of assigned standby on weekdays and weekends; six dollars (\$6.00) per hour for County observed holidays. For purposes of calculating stand-by pay, County observed holidays per Section 5.2 of this MOU shall consist of a twenty-four (24) hour period beginning at 12:00 am. In the event the actual holiday differs from the County observed holiday, the holiday rate shall apply to the actual holiday as well.
- B. When a non-exempt employee performs services during an assigned standby period, the employee shall be paid his or her normal rate of pay or may receive Compensatory Time Off (CTO) at the request of the employee and upon approval of the Appointing Authority. However, an employee must choose between wages or CTO. An employee does not have the option to split the hours between paid wages and CTO during any one standby period. When the work performed qualifies for overtime compensation under section 4.18, overtime compensation or CTO shall be granted in accordance with the corresponding overtime rate. Exempt employees may receive CTO under this provision or utilize Flextime in accordance with Article II, section 2.22. If an employee reaches the maximum accrued CTO of 120 hours per section 4.19, the employee shall be paid at his or her normal rate of pay and the option to choose CTO will be waived.
- C. Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during a standby period as defined above shall receive no standby compensation for the entire standby period. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his or her control, this paragraph will not apply.
- 4.27 Call Back Time: Employees shall be compensated for call back time. Call back time is defined as only those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the worksite. The use of call back shall be resorted to only in emergency situations or unusual instances when it is not possible for the work to be accomplished through normal scheduling or scheduling of overtime. Working at home shall not be considered call back duty. When called back to work, travel time shall be considered time worked. An employee who is called back shall be compensated for a minimum of two (2) hours of work time. The two (2) hours, whether or not actually worked, are subject to the appropriate overtime provisions. Call back time is not considered flex time or an alternative work schedule. With approval from the Appointing Authority or designee, an employee's response to phone calls shall be compensated at a minimum of one (1) hour at his or her normal rate of pay.
- 4.28 Rest Breaks: All employees are entitled to one paid fifteen minute (15) rest break for each four (4) hours worked. The employee may take the break away from the work station, provided transit time is included in the fifteen minute (15) period. Department Heads or designees shall schedule individual employee's rest breaks so as to provide for the proper and efficient administration of the department's function. At twenty-four (24) hour facilities, employees may be required to remain on premises where necessary to comply

- with Title XV of the California Code of Regulations.
- 4.29 Meal Break: All employees are required to take a meal break of not less than thirty (30) minutes during any shift of at least five (5) hours. Employees may take the meal break away from the work station, provided transit time is included in the meal period. Department Heads may stagger meal breaks to ensure coverage. At twenty-four (24) hour facilities, employees shall be paid during meal breaks and may be required to remain on premises where necessary to comply with Title XV of the California Code of Regulations.
- 4.30 <u>First Aid/CPR Training:</u> First Aid and CPR Training will be offered by the County at no cost to the employees, annually. Copies of the certifications will be included in the employee's personnel file. Employees participating in the training will receive this training without loss of compensation.
- 4.31 <u>Direct Deposit:</u> All new employees will be required to receive their pay as direct deposit, unless waived by the Human Resources Director or designee for extraordinary circumstances, under procedures established by the Auditor-Controller.
- 4.32 State Disability Insurance: All qualified employees are covered by the State Disability Insurance Plan (SDI) with the sick leave integrated option, which is administered by the State of California. Qualified employees have a payroll deduction which is based on gross salary. The employee is entitled to use sick leave and/or vacation to supplement the benefit to an amount equal to, but not greater than, the employee's regular salary.
- 4.33 Production and Distribution of the MOU: County will provide an e-copy of this MOU and any later amendments to each current employee in the bargaining unit. County will also provide a copy of the MOU to any new employee upon hire during orientation.
- 4.34 <u>Conflicts of Interest:</u> Employees may be required to declare their private financial interests, including any outside employment. Employees must comply with the County's Conflict of Interest Code and Policy on outside employment.
- 4.35 <u>Public Records Request:</u> Certain employee information may be required to be released under the California Public Records Act in accordance with Government Code 7920.000, et. seq.
- 4.36 <u>Telecommuting:</u> The County has a telecommuting policy for eligible employees. The County will meet and confer with the union If any changes are proposed to the policy. (https://tinyurl.com/y6ufp95u)

4.37 Social Services Branch Stipend:

A. Effective the first full pay period following ratification of this agreement, all bargaining unit members in the following miscellaneous and professional designated classifications assigned to the Department of Health and Human Services Social Services Branch performing Child Welfare Emergency Response (ER) Services will receive a yearly retention stipend of two thousand dollars (\$2,000.00) as long as funding is available. In no event shall an individual employee receive more than two thousand dollars (\$2,000.00) in one fiscal year.

Legal Clerk I/II/III
Office Assistant III
Social Services Aide
Social Worker I/II/III
Social Worker IV-A/B
Social Worker Supervisor I/II
Vocational Assistant I/II

- B. Initial funding for these stipends is through a state grant (ACL 22-02) of approximately \$129,000.00 beginning July 01, 2021. These funds are available for encumbrance or expenditure until June 30, 2025.
- C. The County of Del Norte intends to pursue other funding opportunities to ensure the continuity of these stipends beyond 2025. In the event the identified funding is terminated or fully expended, the Retention stipend shall be suspended until such time as another funding source has been identified by the Department and approved by the Board of Supervisors.

4.38 Behavioral Health Branch Retention Stipend:

A. Effective the first full pay period following ratification of this agreement, all bargaining unity members in the following miscellaneous and professional designated classifications assigned to the Department of Health and Human Services will receive a yearly retention stiped of two thousand dollars (\$2,000) as long as funding is available. In no event shall an individual receive more than two thousand dollars (\$2,000.00) in one fiscal year.

Medical Record Clerk I/II/III Supervising Medical Records Clerk Recovery Specialist I/II Client Services Specialist I/II/III Behavioral Health Specialist I/II/III Behavioral Health Clinician I/II Certified Peer Support Specialist Supervising Behavioral Health Clinician Health Educator I/II/III Vocational Assistant I/II Supervising Behavioral Health Specialist Housing Case Worker I/II Deputy Public Guardian IHSS Public Authority Specialist I/II Behavioral Health Program Coordinator Prevention Program Coordinator I/II Senior Account Clerk Mental Health Services Act (MHSA) Coordinator

B. Initial funding for these stipends is through Mental Health Services Act (MHSA) Workforce, Education, and Training funding. These funds are available for expenditure until June 30, 2025.

C. The County of Del Norte intends to pursue other funding opportunities to ensure continuity of these stipends beyond 2025. In the event the identified funding is terminated or fully expended, the Retention Stipend shall be suspended until such time as another funding source has been identified by the Department and approved by the Board of Supervisors.

4.39 Special Assignment Shift Differential:

A. Mobile Crisis Unit Assignment: Effective the first full pay period following ratification. All bargaining unit members in the following miscellaneous designated classifications assigned to the Behavioral Health 24/7 Mobile Crisis Unit will receive a shift differential of one dollar and fifty cents (\$1.50) per hour for hours worked during the day shift and two dollars (\$2.00) per hour for hours worked during the night shift:

Certified Peer Support Specialist I/II

Behavioral Health Specialist I/II/III

4.40 Mobile Crisis Work Hours:

The following miscellaneous designated classifications within the Behavioral Health Branch have been designated to work ten (10) hour shifts to provide adequate coverage and staffing pursuant to Department of Health Care Services Behavioral Health Information Notice 23-025 and any future notice that supersedes this notice and Article II, Section 2.38 F.

Certified Peer Support Specialist I/II

Behavioral Health Specialist

ARTICLE V AUTHORIZED ABSENCE

- 5.1 Entitlement: All permanent full-time, permanent part-time, and probationary employees are entitled to authorized absence subject to the provisions and exceptions of this Article.
 - A. Permanent part-time employees receive paid holidays, vacation and sick leave based upon the position's allocated percentage of full-time. For example, an allocated position that works twenty (20) hours a work week in a forty (40) hour work week will earn fifty percent (50%) of the amount that is earned by a full-time employee
 - B. Employees entitled to holidays, vacation and sick leave shall accrue floating holidays, vacation and sick leave from the date of employment. Sick leave and floating holidays may be used upon accrual.
 - C. For purposes of scheduling employee time off for vacation, compensatory time off, personal floating holidays or regular holidays, the employee shall request time off in writing in advance with his or her Appointing Authority or designee. Approval of all requests shall be governed by the needs of the department (subject to FLSA). However, employee requests shall not be denied unless operational necessity requires it. A denial shall be provided to the employee in writing, and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee shall be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary. This procedure shall also apply for scheduling purposes, whenever possible, for family sick leave and medical appointments. The Appointing Authority or designee may require an employee to take off accumulated compensatory time which would exceed the maximum amount which may be accrued in accordance with the provisions of this MOU, by giving an employee not less than forty-eight (48) hours' notice.
- 5.2 Holidays: Eligible employees are entitled to the following Holidays with pay up to a maximum of eight (8) hours:

New Year's Day	January 1
Dr. Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	Friday prior to third Monday in February
Washington's Birthday	Third Monday in February
Cesar Chavez Day	
Memorial Day	
Independence Day	
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving
Work day before or after the Christmas holida	y and
Christmas Day	December 25th or when:
Dec. 25u, falls on a Monday, the paid holidays	shall be Monday 12/25 & Tuesday 12/26
Dec. 25th falls on a Tuesday, the paid holidays	shall be Monday 12/24 & Tuesday 12/25

Dec. 25th falls on a Wednesday, the paid holidays shall be Tuesday 12/24 & Wed. 12/25 Dec. 25th falls on a Thursday, the paid holidays shall be Thursday 12/25 & Friday 12/26 Dec 25th falls on a Friday, the paid holidays shall be Thursday 12/24 & Friday 12/25 Dec 25th falls on a Saturday, the paid holidays shall be Thursday 12/123 & Friday 12/124 Dec 25th falls on a Sunday, the paid holidays shall be Friday 12/23 & Monday 12/26

- A. Additionally, eligible employees will accrue three (3) (twenty four (24) hours) floating holidays per fiscal year. Employees hired during the period of July 1 through December 31 are eligible for three (3) (twenty-four (24) hours) holidays during the first fiscal year of employment. Employees hired during the period January 1 through March 31 are entitled to two (2) (sixteen (16) hours) floating holidays during the first fiscal year of employment. Employees hired from April 1 through June 30 are not eligible for a floating holiday during the first fiscal year. These holidays may be used at any time with approval of the Appointing Authority or designee. Floating holidays may only be used in full day (eight (8) hour) increments; they may not be taken on an hourly basis. For employees working ten (10) hour shifts, they may use their floating holidays in two (2) ten (10) hour increments and one four (4) hour increment. If not taken during the last full pay period in June of each fiscal year during which they are earned, the holidays are forfeited. Floating holidays accrued but not used may not be paid off at the time of termination of employment.
- B. If a holiday falls on a Saturday, the preceding Friday shall be a holiday. If a holiday falls on a Sunday, the following Monday shall be a holiday. Those departments which regularly operate on a twenty-four (24) hour or seven day schedule shall recognize holidays as defined in Section 5.2 of this MOU. Employees assigned to a facility or program that operates twenty-four (24) hours seven (7) days per week shall be compensated with additional pay equal to the length of the workday up to a maximum of eight (8) hours when required to work on a holiday, or if the employee's regular day off falls on a holiday.
- C. Additionally, the Board of Supervisors may declare an additional holiday each day declared by the President of the United States or the Governor of the State of California as a day of mourning, thanksgiving, or other special occasion. Such day shall be treated as a holiday.
- 5.3 <u>Vacation:</u> Eligible employees are entitled to paid vacation as follows:
 - A. No changes to this MOU shall reduce vacation accrual rates of current County employees.
 - B. Employees shall accrue vacation at a rate equal to the following annual vacation days:

service
year
From the beginning of year 6 through the completion of year 10 year of continuous service
From the beginning of year 11 through completion of year 15 of continuous service

- C. An employee who terminates during the initial six (6) months of service shall not be entitled to payment for accrued vacation.
- D. During their initial probationary period, newly hired employees shall be entitled to use their accrued vacation leave subject to total accrued hours available.
- E. At no time may employees accrue more than the number of days of vacation they are entitled to earn in one and a half (1.5) year period at their current rate of accrual. Employees who have reached this limit cease accruing vacation until such time as the total number of days accrued is less than this number. The Appointing Authority or designee may require an employee who has reached maximum vacation accrual to schedule time off by giving the employee no less than five (5) regular working/business days' notice. The Appointing Authority or designee and the employee shall agree the time off will be taken as soon as reasonably feasible but not later than thirty (30) days after notice has been given. Notice per this section shall be in writing.
- F. Employees eligible for vacation usage shall be compensated for unused vacation upon separation from service. This section shall not apply to newly hired County employees per Section 5.3D of this MOU.
- G. Vacation shall continue to accrue while an employee is on other paid leave of absence or temporary disability. Accrued vacation may be used to supplement paid leave or temporary disability benefits at the employee's request.
- H. Vacation Cash Out: Twice per Calendar year, an employee with a minimum of five (5) years of continuous County service and who has used a minimum of forty (40) hours of vacation during the previous twelve (12) months, may elect to convert accrued hours of vacation to a cash payment at the employee's base hourly rate of pay, if it will not reduce the employee's vacation balance below one hundred twenty (120) hours at the time the payment is made.
- I. Vacation Cash Out Election: Employees shall have the right to elect cash out of up to twenty-four (24) hours of accrued vacation twice per calendar year. Vacation hours elected for cash out must be paid out no later than the final pay day that falls within the calendar year the hours have been accrued. Employees choosing to cash out vacation must submit an irrevocable vacation cash out election form to the Auditor-Controller's Office no later than thirty (30) days following the adoption of this agreement.
- J. Vacation Cash Out Request: An employee's written request form to cash out vacation hours must accompany the employee's timecard to be processed by payroll. Cash out requests can be made twice per calendar year occurring on the first full pay period in June and the first full pay period in December of each year and are limited to the hours accrued during that calendar year. The written request form referenced in this section is separate from the irrevocable election form referenced in Section 5.3 I. of this MOU.
- 5.4 Scheduling of Vacation and Floating Holidays: Employees shall request time off in writing in advance with his/her Appointing Authority or designee. Vacation or floating holiday scheduling is subject to the operational needs of the department. Vacation or floating holiday requests shall not be denied unless operational needs of the department sec

dictate. A denial shall be provided to the employee in writing and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee shall be allowed to those days off, unless an emergency occurs rendering the employee's attendance necessary.

- 5.5 <u>Sick Leave:</u> All eligible employees earn sick leave with pay. Employees are expected to work a complete designated workday. If an employee cannot report to work, the employee shall notify his/her department as early as possible but not later than one (1) hour after the workday begins when practicable. Sick leave benefit is as follows:
 - A. Eligible employees earn a rate of one (1) day of sick leave with pay for each month of service from the date of employment, accrued on a biweekly basis.
 - B. Sick leave will only be authorized for illness of an employee or his or her immediate family, as defined in Article II, section 2.26 of this MOU. Abuse of this sick leave provision may be cause for discipline with prior approval by the Human Resources Director or designee The Appointing Authority is responsible for ensuring that the sick leave is not misused. With prior approval from the Human Resources Director or designee, the Appointing Authority or designee may require medical certification or other substantiating evidence of illness for absences of five (5) consecutively scheduled work days for which sick leave is sought. Verification of sick leave may be requested of employee within a reasonable amount of time upon the employee's return to work.
 - C. Human Resources may require employees returning to work after a lengthy sick leave in excess of ten (10) continuous working days to present a fitness for duty certification from a qualified health care provider verifying that the employee is able to perform the essential functions of their job position. Such certification shall be submitted directly to Human Resources prior to the employee returning to work.
 - D. Sick leave may be used for purposes such as: illness or injury, medical, mental health or dental appointments for the employee or for his or her immediate family members as defined in Article II, section 2.26 of this MOU.
 - E. Those employees separating in good standing between five (5) and ten (10) years of continuous service shall be compensated at a rate of ten percent (10%) for accumulated unused sick leave.
 - F. Upon separation from County employment in good standing, those employees with ten (10) or more years of continuous service shall be compensated at a rate of twenty five percent (25%) for accumulated unused sick leave hours. Separation from employment under other conditions shall not qualify for payment. The employee shall have the option of trading sick leave for vacation at the rate of four (4) days of sick leave for one (1) day of vacation for sick leave accrued in excess of fifty (50) days.
 - G. Upon retirement, accumulated unused sick leave hours will be eligible for payment at a rate of fifty percent (50%), or retiring employees may choose to apply 100% of their unused sick leave towards PERS retirement credit. Fifty percent (50%) payment for unused sick leave is not available to retiring employees who are qualified for, and elect to receive, the medical insurance plan provided by Del Norte County under Article IX, section 9.8 of this MOU. Retiring employees may choose one benefit or the other, but not both.

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- Vacation and Sick Leave: Vacation and sick leave shall continue to accrue while an employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. Leave is only accrued for County-paid hours. An employee is shall use accrued sick leave, compensatory time off, and/or vacation time to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they shall be charged first to sick leave, second to compensatory time off, and lastly to vacation.
- 5.7 Use of Banked CTO: An employee shall request the use of CTO in writing, on the County provided form. The Appointing Authority or designee shall grant the employee's request to use CTO within a reasonable period of time, not to exceed sixty (60) days, unless granting the request would unduly disrupt operations, which means, would create an unreasonable burden on the County's ability to provide services of acceptable quality and quantity for the public during the time requested without the employee's services. Departments shall, to the extent practical, grant requests for particular days off, if it is consistent with operational needs. Employees shall be compensated for unused compensatory time upon separation from service at the employee's base hourly rate at the time of separation.
- 5.8 Bereavement Leave: The Appointing Authority shall authorize paid leave of up to five (5) days following the death of a member of the employee's immediate family as defined in Article II, section 2.26 of this MOU. Employees who have been employed at least thirty (30) days prior to the commencement of the leave qualify for this benefit. This leave shall be taken within three (3) months of the date of death of the family member. There is no annual cap of days an employee is able to take bereavement leave pursuant to the applicable statute, meaning that an employee can take up to five (5) days of bereavement leave per occurrence subject to the review and implementation of the Appointing Authority or designee and Human Resources director or designee.
 - A. Reproductive Loss Leave: Employees who have worked for at least thirty (30) days are entitled to up to (5) unpaid days of reproductive loss leave starting January 1, 2024 in accordance with S.B. 848. "Reproductive loss" includes a miscarriage, failed surrogacy, stillbirth, unsuccessful "assisted reproduction" (such as artificial insemination or embryo transfer) or failed adoption. If an employee suffers more than one reproductive loss in a twelve (12) month period, the County need not grant more than twenty (20) days of leave within twelve (12) months. Sick leave, vacation, floating holidays, awarded admin days or accrued compensatory time may be used to cover the Reproductive Loss Leave, but only upon written request of the employee.

5.9 Jury Duty/Grand Jury Service/Witness and Crime Victim Leave:

A. <u>Jury Duty</u>: The Appointing Authority or designee shall authorize time off as needed for jury duty. Employees shall receive full regular pay for any time required for jury duty during the employee's normal work day/week. Employees shall be responsible for providing documentation from the court that confirms they have been subpoenaed to appear and, if applicable, selected to serve as a juror to the Appointing Authority or designee as part of the department's timekeeping process. If the employee fails to provide supporting documentation.

accrued vacation, compensatory time or other accrued leave shall be used for the absence from work.

- B. Grand Jury Service: The Appointing Authority or designee shall authorize time off as needed for Grand Jury Service. Employees selected to serve on a Grand Jury shall use reasonable efforts to schedule their service and associated training outside their normal work hours whenever possible. An employee shall receive up to twenty-four (24) hours of paid leave to perform Grand Jury services and/or complete required training as necessary during normal working hours. The employee shall be responsible for providing documentation from the Grand Jury foreperson to support the use of paid leave as part of the department's timekeeping process. If the employee is designated as the Grand Jury Foreperson, then documentation from the Superior Court shall be acceptable. If the employee fails to provide supporting documentation, accrued vacation, compensatory time or other accrued leave shall be used for the absence from work.
- C. Witness Leave: Employees subpoenaed by a court of law to serve as a witness arising out of their employment with the County shall be deemed to be on duty and shall be entitled to their regular pay. Employees who appear in court in a private matter shall not be entitled to regular pay for such service but may use vacation or compensatory leave, authorized by the Appointing Authority or designee and consistent with Section 5.4 of this Agreement.
- D. <u>Crime Victim Leave</u>: Time off for victims of crimes shall be authorized as consistent with Section 230 of the California Labor Code.
- 5.10 Military Leave: In accordance with federal law, employees shall be entitled to military leave of absence with pay and benefits as provided in Division II, Part I, Chapter VII of the Military and Veterans Code.
- 5.11 Leave of Absence Without Pay: Leaves of absence without pay may be granted only upon specific written request of an eligible employee, and with the approval of the Appointing Authority and the Human Resources Manager. Leaves may be granted for:
 - A. Personal reasons which do not cause inconvenience to the department, not to exceed thirty (30) days in duration.
 - B. Before a personal leave of absence is granted, an employee must exhaust all accrued vacation.
 - C. An unpaid leave of absence may be granted, upon a finding of unusual or special circumstances, or as a reasonable accommodation, if recommended by the Appointing Authority and approved by the Human Resources Director or designee.
 - D. Prior to a leave of absence expiring or being canceled, Human Resources shall notify the employee at least ten (10) working/business days prior to the end of the leave period. Notification shall be by regular and Certified U.S. Mail to the last known address of the employee.
 - E. Failure to respond to the end of leave notice or report for duty after a leave of absence has expired or canceled shall be considered an automatic resignation.
 - F. Whenever an employee has been granted a leave of absence without pay and desires to return before the expiration of such leave, the employee will submi²⁹

- written notice to the Appointing Authority or designee and Human Resources. For medical leave of absence, Section 5.5 C. of this MOU shall apply.
- G. An unpaid leave of absence will cause a break in service, and the employee's anniversary date, evaluation date, and longevity date will be adjusted to reflect the length of time not credited to total service, except as provided under Section 5.12 of this MOU. An employee's seniority shall be frozen at the time of the break in service and will continue to accrue at such time as the employee returns to paid status.
- H. All paid benefits provided by this MOU will cease during the unpaid leave of absence, except as provided under Section 5.12 of this MOU. However, the employee may continue to participate in medical, dental and vision insurance, by paying the monthly premiums at group rates.
- 1. The Appointing Authority or designee may at his or her discretion approve up to five (5) days unpaid leave per calendar year to an employee for urgent or emergency absences for which the employee has insufficient accrued paid time. This time off will not be subject to approval by the Human Resources Director or designee, and will not cause any seniority adjustment. Unpaid time off beyond the five (5) days in a calendar year is subject to all other provisions of Section 5.11 of this MOU.
- 5.12. Family and Medical Leave Act and California Family Rights Act: The County will provide statutory leave in accordance with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) in a twelve (12) month rolling backward period for eligible employees as required by State and Federal law. Nothing in this paragraph waives any statutory rights of any employee. Medical Certification by a qualified health care provider shall be required for any FMLA/CFRA leave and shall be granted as provided by law.
 - A. All requests for FMLA/CFRA leave will be submitted to the Department of Human Resources and Risk Management.
 - B. Although Federal (FMLA) and State (CFRA) regulations provide for unpaid leave for qualifying reasons, the County requires employees to substitute accrued paid leave for unpaid leave under the policy. Paid leave shall consist of accrued sick leave (with exception of leave for bonding time), compensatory time, vacation, floating holidays or awarded administrative days off, exhausting in the aforementioned order. Floating holidays or awarded administrative days off, must be used in accordance with sections 5.2(A) and 5.14 of this MOU. If an employee does not meet the requirements for taking paid leave or does not have enough accruals for the duration of the leave period, the employee remains entitled to take the remaining leave time as unpaid.
 - C. Employees may be eligible to collect partial wage replacement while on FMLA/CFRA leave through State Disability Insurance (SDI) or Paid Family Leave (PFL) administered by the California Employment Development Department (EDD). Disability insurance benefits shall be extended to employee in accordance with the terms and conditions of the state SDI/PFL Program.
 - D. The County is an approved integrated employer and will coordinate supplementation of available County leave accruals with SDI/PFL. The total compensation from County accrued leaves and SDI/PFL benefits shall not exceed the employee's base salary at the time of disability or family leave. It is the employees' responsibility to coordinate SDI/PFL benefits with the Auditor-Controller's Office for payroll purposes.

- E. Any absence that qualifies as an approved FMLA/CFRA leave will not be counted against any employee for purposes of determining excessive sick leave usage.
- F. Specific entitlements, requirements and limitations related to FMLA/CFRA are set forth in the County's Leave of Absence policy. The Appointing Authority or designee should notify Human Resources of absences longer than three (3) days. It is the employee's responsibility to notify Human Resources for any known leave of absence described above if the absence from work is anticipated to be three (3) or more calendar days. It is the employee's responsibility to notify Human Resources for any leave of absence described above if the absence from work is three (3) or more calendar days as soon as reasonably possible if the leave is unforeseeable.
- G. When an employee is on paid administrative leave per Article XII of this MOU and an FMLA request is approved, the administrative leave will be on hold until the employee is cleared to return to work.
- H. An employee who takes FMLA/CFRA retains the status of employee during the period of leave. Furthermore, the leave does not constitute a break in service for purposes of longevity and seniority.
- 5.13 Pregnancy Disability Leave: Normal pregnancy and/or complications arising from pregnancy shall be considered an illness. The County will adhere to the provisions of the California Pregnancy Disability Leave (PDL) in all situations when an employee is disabled by pregnancy, childbirth, or a related medical condition.
 - A. Sick leave shall run concurrent with any period of PDL absence. Employees on pregnancy disability leave may be eligible to collect partial wage replacement through State Disability Insurance (SDI) administered by the California Employment Development Department (EDD). Compensatory time, vacation, floating holidays or awarded administrative days may be used but only upon written request of the employee.
 - B. The County is an approved integrated employer and will coordinate supplementation of available County leave accruals with SDI/PFL. The total compensation from County accrued leaves and SDI/PFL benefits shall not exceed the employee's base salary at the time of disability or family leave. It is the employees' responsibility to coordinate SDI/PFL benefits with the Auditor-Controller's Office for payroll purposes.
 - C. An employee who takes PDL retains the status of employee during the period of leave. Furthermore, the leave does not constitute a break in service for purposes of longevity and seniority. An employee returning to work from PDL is entitled to be restored to the same position of employment or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, as provided by law.
- Administrative Leave: Where an employee, or a group of employees, has performed meritorious service, the Appointing Authority may, in his or her discretion, grant up to three (3) days, in eight (8) hour increments, to a maximum of twenty-four (24) hours of administrative leave with pay per employee during the fiscal year, in addition to any other holidays or leave available to the employee.
- 5.15 <u>Catastrophic Leave:</u> Catastrophic leave is a paid leave of absence due to a verifiable, long term catastrophic illness or injury that affects the employee or the employee's immediate family member as defined in Section 2.26 of this MOU and requires the employee to be absent from work. Catastrophic leave time is paid from hours donated by other County employees.
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A. Responsibility:

- The County Human Resources Director or designee in conjunction with the Auditor Controller shall be responsible for the administration of the catastrophic leave program. The Human Resources Director or designee will determine employee eligibility and ensure compliance with HIPAA. The Auditor-Controller shall be responsible for monitoring the usage and balances of the leave bank, and shall provide the Union with quarterly time balance reports.
- 2. The Union shall be responsible for soliciting donations to the leave bank. The Auditor-Controller shall notice the Union President when the bank reaches forty (40) hours or less.
- B. Eligibility and Approval Process for Use of Catastrophic Leave Bank: All full-time permanent employees shall be eligible to withdraw hours from the Catastrophic Leave Bank that meets the following criteria:
- Provide Human Resources with written documentation of the employee's written application for Sate Disability Insurance (SDI) or Paid Family Leave (PFL) benefits.
- Exhaustion of all available sick leave, compensatory time, vacation time and other accrued paid leaves of absence.
- Provide written documentation to the Human Resources Director of designee of the need for the absence from work by a certified healthcare provider.
- 4. A written request for use of the Catastrophic Leave Bank must be submitted to Human Resources in order to receive approval.
- Requesting employees or their personal representative is responsible for providing documentation of the anticipated duration of absence.
- 6. The Auditor/Controller will confirm the number of hours remaining in the Catastrophic Leave Bank
- OR, they may draw leave that has been donated by other employees to the Bank specifically for their use provided that the eligibility criteria described in Section 5.15 B. one (1.) through four (4.) have been satisfied.

C. Donation of Hours:

- 1. Employees may donate up to five (5) days per fiscal year total from any of three (3) sources: sick leave, vacation, and compensatory time off.
- 2. Employees may donate a maximum of three (3) days from any one source per fiscal year.
- 3. Donations must be made in increments of at least four (4) hours or more.
- 4. In order to donate sick leave, an employee must have not less than ten (10) days of sick leave available after donation.
- 5. Donated time shall be credited on an hour for hour basis, regardless of wage of either donor or recipient.

- 6. Donations may be contributed to either the general Catastrophic Leave Bank for general usage, or to an individual employee. Donated leave days contained in the general usage bank are available to eligible employees on a first-come, first-served basis. Two or more eligible employees may draw from the Bank concurrently, provided available resources exist.
- Those hours donated to an individual employee, but not used, upon return to work will automatically revert to the Catastrophic Leave Bank for general use.
- 8. Once made, a donation to the Catastrophic Leave Bank becomes the property of the Bank, and may not be recovered by the donating employee.

D. Usage of Donated Hours:

- 1. An employee may use Catastrophic Leave to augment State Disability benefits (SDI) or Paid Family Leave benefits (PFL) not to exceed their base salary rate.
- 2. An employee may use Catastrophic Leave Bank donations to augment any benefits received due to a work-related illness or injury not to exceed their base salary rate.
- 3. While an employee is on Catastrophic Leave using donated hours, the employee will be treated as in pay status, for purposes such as anniversary and longevity dates, health insurance, and other benefits, except that the employee shall not accrue any vacation or sick leave.
- 4. Usage of catastrophic leave shall not exceed twelve (12) weeks during any twelve-month (12) period.
- Workers Compensation: The parties agree that County will comply fully with the Workers Compensation Code of the State of California. Nothing in this paragraph is intended to waive any statutory right of any employee. When an employee is injured on the job or becomes ill from job-related causes, the employee is responsible for notifying his/her supervisor as soon as possible. The supervisor shall submit a report of the injury or illness, including the date and time of occurrence and any relevant circumstance, to the Human Resources/Risk Management Department as soon as possible. The report shall be processed in accordance with the Labor Code of the State of California and the procedures of the County's workers' compensation plan.
 - A. If an employee loses time because of a workplace injury or industrial illness, the worker, with the exception of law enforcement officers who are also safety officers, shall be entitled to the benefits of the Workers Compensation law. This provides payment for medical treatment and hospitalization up to a maximum established by the State's benefit schedule. Accrued sick leave, compensatory time off, and/or vacation leave shall be used to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they shall be charged first to sick leave, second to compensatory time off, and lastly to vacation.
 - B. Vacation and sick leave shall continue to accrue while the employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. Leave accruals shall not be earned for time compensated by Workers' Compensation Insurance or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

5.17 Pregnant Workers Fairness Act - Reasonable Accommodation: Per the Pregnant Workers Fairness Act (PWFA), the County shall provide reasonable accommodations to a qualified employee's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical condition unless it provides undue hardship on the business operations of the department.

Examples of reasonable accommodation are:

- · The ability to sit or drink water
- · Closer parking to entrances/exits of county buildings
- Flexible hours
- Part-time work
- Telework
- · Appropriately sized uniforms and safety apparel
- · Additional break time to use the bathroom, eat and rest
- Reassignment from activities that are strenuous or involve exposure to compounds that are harmful and unsafe for the pregnant mother and unborn baby

A qualifying employee shall provide written medical certification validating the medical necessity for the employee's request for reasonable accommodation, transfer or pregnancy disability leave thirty (30) days prior to the implementation of requested accommodation. In case of an emergency or unforeseeable need, the employee shall notify the Appointing Authority or designee and the Human Resources and Risk Management Department as soon as practicable. At minimum, the County must allow at least fifteen (15) calendar days for the employee to submit the certification.

ARTICLE VI EVALUATION

- General Provisions: Each employee is expected to maintain high standards of performance. The work performance of each employee shall be evaluated at least fifteen (15) working days prior to the conclusion of the probationary period, and annually thereafter on the employee's anniversary date. A special evaluation may be prepared by the employee's Appointing Authority at any time when warranted by either outstanding work performance or when work performance is unsatisfactory. In addition, a special evaluation will be prepared by an employee's Appointing Authority at an employee's written request but no more frequently than once between annual evaluations. In addition, the Human Resource Office may request a report from the Appointing Authority on the overall performance of any employee, at any time.
 - A. Evaluation documents become a permanent part of the employee's personnel file.
 - B. It is the duty of the Appointing Authority during the probationary period of each employee in the department to investigate thoroughly the probationer's adjustment, performance and general acceptability, and to keep the probationer advised of his/her progress and to determine whether or not the probationer is fully qualified for permanent appointment. At least fifteen (15) working/business days prior to the completion of the probationary period, the Appointing Authority shall submit a completed evaluation form to the Human Resources Director or designee and provide a copy to the employee.
 - C. Violations of this section are subject to the grievance procedure. However, the actual ratings or comments made on an evaluation are not subject to mediation and/or binding arbitration or grievance unless they form the basis for a performance improvement plan or discipline. Employees shall not be entitled to Union representation at the initial evaluation meeting with the supervisor, unless the previous evaluation received by the employee was less than satisfactory or the employee is on a Performance Improvement Plan.
 - D. No complaint against an employee may be referred to in an evaluation unless the employee has been made aware of the details of the complaint within thirty (30) days that the County became aware of the complaint.
 - E. The employee shall have the right to file a response within ten (10) working/business days of receipt of the evaluation, including any attachments, witness statements, or the like. The response shall be attached to any copy of the evaluation maintained by County.
- 6.2 <u>Performance Improvement Plan:</u> If an employee receives a substandard evaluation, the Appointing Authority may prepare a Performance Improvement Plan to provide clear direction to an employee whose performance is substandard. Performance Improvement Plans are described in detail in Article XII, section 12.10.
- 6.3 <u>Probationary Period:</u> All employees in permanent positions shall be subject to a probationary period. A probationary period will commence upon the effective date of hire into a permanent position, including promotion. Service prior to a permanent appointment shall, upon recommendation of the department head and approval by the Human Resources Director or designee, be counted as part of the probationary period, providing the

temporary or provisional continuous service was in the same class as the position to which the probationary appointment is made. The regular probationary period for all employees represented by this Agreement shall be six (6) months. The probationary period for the District Attorney Investigator class series, employees of the Probation Department, with the exception of clerical, cook and laundry workers, shall be twelve (12) months in any case. An employee attains permanent status upon successful completion of the prescribed probationary period, and execution of the appropriate personnel action form.

- Extension of Probationary Period: The Appointing Authority may request an extension of the probationary period up to a total of six (6) additional months for an employee. Written extension requests are to be submitted for review to the Human Resources Director or designee at least fifteen (15) working/business days prior to the end of the probationary period. The request shall contain the reasons and justification for the extension, and the duration of the extension requested. The request shall be accompanied by an employee's performance report and, when required by the Human Resources Director or designee, a Performance Improvement Plan. If approved by the Human Resources Director or designee, the employee shall be notified in writing by the Appointing Authority of the extension of the probationary period and the specific reasons for the extension. An employee attains permanent status upon successful completion of the probationary period, and execution of the appropriate personnel action form.
- 6.5 **Probationary Service:** A newly hired employee is subject to separation from County service at any time during the prescribed probationary period, without right of appeal or hearing, except as may otherwise be required by law. In case of a probationary termination, the Appointing Authority shall notify the probationary employee in writing of the fact that he or she is being separated from County service. Notice shall be provided at least fifteen (15) working/business days prior to the end of the probationary period. In case of a promoted employee who fails to complete the probationary period following promotion, every reasonable attempt will be made to reinstate the employee to his/her previous position, provided that said position is vacant. If the employee's previous position is not vacant, every reasonable attempt will be made to place the employee in a vacant position within the Department that has equivalent pay and benefits to that of the previously held position and for which the employee is duly qualified for.
- 6.6 <u>Department Personnel File:</u> Upon separation from any County department, the County shall provide the employee with a copy of the employee's official and departmental personnel files upon the employee's written request within ten (10) working/business days.

ARTICLE VII TRANSFER, PROMOTION, REASSIGNMENT, AND DEMOTION

- 7.1 Effect of Lateral Transfer: A permanent employee who is transferred laterally as defined in Article II, section 2.40, whether in the same department or to a different department, continues to be a permanent employee and shall serve a six (6) month probationary period in the new position. A probationary employee who is transferred laterally must serve a new probationary period in the new position. A transferred permanent employee retains all of the seniority accrued in the earlier position(s), but the employee's anniversary date shall be changed to reflect the date of assignment to the new position for purposes of calculating the annual evaluation date. A transferred permanent employee retains the same salary step placement, including longevity, received in the former position.
- 7.2 Effect of the Promotion: An employee who is promoted, whether in the same or to a different department, must serve a probationary period in the new position. The employee receives a new anniversary date upon promotion. A promoted employee shall be placed at the lowest step of the new salary range which provides for a minimum five percent (5%) increase in salary. A promoted employee on Step F, G, H, I or J will remain at their longevity step in the new range.
- 7.3 Voluntary Demotion: An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, either in the same department or a different department, upon the employee's written request and with the approval of the Appointing Authority and the Human Resources Manager. This action shall be known as a voluntary demotion and shall be noted on all official records.
- Involuntary Demotion: An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, either in the same department or a different department with the approval of the appointing authority and the Human Resources Manager as a result of consecutively poor performance evaluations or failure to complete a Performance Improvement Plan (PIP) per Article XII, Section 12.10 of this MOU. This action shall be known as an involuntary demotion and shall be noted on all official records. Subject to progressive discipline, the employee has a right to appeal and request a Skelly Meeting.
- 7.5 Effect of Demotion: An employee, who is demoted, either voluntarily or involuntarily, shall be treated as follows:
 - A. If the employee, probationary or permanent, is demoted to a different classification in which the employee did not hold permanence, the Appointing Authority may require the employee to serve a probationary period.
 - B. If the employee, probationary or permanent, is appointed to a different department, the Appointing Authority may require the employee to serve a probationary period.
 - C. If the employee is returned to a former class in which the employee held permanence, the employee shall not be required to serve a new probationary period.
 - D. The employee receiving a demotion shall be placed at a step in the new salary range which provides for the least loss of pay, but shall be placed on Step F, G, H, I or J, if that step was held in the previous position.

- 7.6 <u>Class Series Advancement:</u> Employees may move upward in a class series upon the recommendation of the Appointing Authority, and with approval of the Human Resources Director or designee, when the following criteria are met:
 - A. The employee's qualifications must satisfy the qualifications indicated on the job description in the area of experience, and work performance must be rated above satisfactory.
 - B. In addition to the above, advancement to a III level requires that the employee provide lead person duties or be the only clerical employee who is responsible for all clerical functions in the department or unit.
 - C. An employee who receives the class series advancement shall serve a new probationary period.
- 7.7 Grant Positions: When a grant position is made a regular position by action of the Board of Supervisors, the individual occupying that position may be appointed to that position by the Appointing Authority and with the approval of the Human Resources Manager, without normal recruitment procedures.
- 7.8 Reassignment: Employees may, from time to time, be affected by reorganization of their department, change of assigned worksite, or other factors which result in physical relocation of the employee's worksite or work station. In all such cases, employees shall be reassigned to the new worksite or work.
- 7.9 Relocation Notice: The County shall provide 10 regular working/business days written notice, except in the case of an emergency as determined by the Appointing Authority, County Administration or Board of Supervisors, to affected employees prior to a relocation of the employee from his or her current job site. Upon written request by the union, the Appointing Authority or designee shall meet and discuss the relocation.

ARTICLE VIII CLASSIFICATION AND RECLASSIFICATION

- 8.1 Classification: When the County classifies a new position within the Professional or Miscellaneous unit(s), the County will notify the Union of the compensation proposed for the new position before such classification may be posted on the agenda of the Board of Supervisors, and upon written request will meet and confer within ten (10) regular working/business days of the notification to the Union in writing by the County of the proposed classification.
- 8.2 Reclassification: If a represented employee's duties vary from his or her job description sufficiently to warrant a change in classification, either party may request a meet and discuss with the other about reclassification of the position to reflect the actual or proposed job duties of the position.

ARTICLE IX HEALTH AND WELFARE BENEFITS

- 9.1 Eligibility for Insurance Benefits: All permanent, probationary and grant employees are eligible for full insurance benefits subject to annual deductibles and co-pays. Extra help, part time, limited term, temporary and seasonal employees shall receive only those fringe benefits required by law. Employees entitled to health benefits shall be eligible for coverage following completion of sixty (60) days of active employment in an eligible status. Employees shall contribute five percent (5%) of their current range and step toward their healthcare premium and the County shall contribute the remaining amount. The employee shall continue to be responsible for their five percent (5%) contribution during any period of an authorized absence based on the employee's current pay range and step. During the term of this Agreement, the parties may, by mutual agreement, modify health care and other insurance options.
- 9.2 <u>Dependent Coverage</u>: Eligible employees may enroll dependents by payment of premiums through payroll deduction. Dependents include legal spouses and registered domestic partners, and children. For specific dependent rate information, refer to Attachment B. The employee shall continue to be responsible for the payment of dependent premiums during any period of an authorized absence.
- 9.3 <u>Health and Wellness Benefits:</u> The County provides medical and dental benefits under its health plan. See the Health Care Summary Plan Description for specific benefits, copays and continuation coverage provisions located on the County's intranet site.
 - A. Vision Plan: The County shall provide vision coverage under its health plan to DNCEA/SEIU employees and their qualified dependents. Employees hired on or after September 12, 2023, shall be enrolled upon completion of two (2) months of active employment in an eligible status. For specific plan benefits, co-pays, and continuation of coverage provisions, refer to the County's Intranet site under Human Resources/Health Insurance/Vision Plan or contact Human Resources.
- 9.4 <u>Dental Benefits</u>: The County provides dental benefits under its health plan. See the Health Care Summary Plan Description for specific benefits, co-pays and continuation coverage provisions located on the County's intranet site.
- 9.5 <u>Life Insurance</u>: The County also provides a life insurance policy of fifteen thousand dollars (\$15,000) at no cost to the employee. Professional employees are also provided a life insurance policy equal to one (1) year's gross pay at no cost to the individual.
- 9.6 <u>Voluntary Insurance Plans</u>: Employees are eligible for a variety of employee and dependent paid insurance plans offered through AFLAC. Voluntary insurance plans are paid for by the employee through payroll deduction of premiums at no cost to the County.
- 9.7 Ground and Air Ambulance Plan: The County provides ground and air ambulance coverage through at no charge to permanent employees and their dependents upon eligibility for health benefits.
- 9.8 Medical and Dental Plan Continuation Benefit:

A. Employees who retire from County service may continue their medical coverage at County group rates at their option, and subject to all rules and regulations of the County's medical benefits carrier at the time. It is understood and agreed that the County shall not be liable for payment of any premium to its medical carrier. If the retired employee fails for any reason to make a payment when due, the County will not make the payment for him/her, and the benefit could be lost in this event. However, employees retiring

after reaching a CalPERS eligible retirement age and serving a minimum of twenty-five (25) continuous years in Del Norte County service shall be eligible to continue the County Health Care Plan at no premium cost for the retiree until the employee qualifies for Medicare benefits. Continued coverage in the County's plan when the retiree qualifies for Medicare shall be paid by the retiree at the same rate set by the County for retirees. For specific retiree rates, including dependent coverage rates, refer to Appendix B.

- B. Effective November 1, 2009, employees hired after November 1, 2009, shall not be eligible to continue health insurance coverage as a retiree until they have achieved fifteen (15) years continuous County service. Employees hired between January 1, 2007, and October 31, 2009, shall not be eligible to continue health insurance coverage as a retiree until they have achieved ten (10) years continuous County service. All employees hired prior to January 1, 2007, shall be unaffected by this article.
- C. The County makes available to employees a premium conversion plan under IRS Code Section 125, by which employees who pay for dependent medical care may have their premium contributions paid with pre-tax dollars.

9.9 Employee PERS Contribution:

- A. Miscellaneous New Members: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013, defined as "New" miscellaneous employees shall pay the member contribution established under PEPRA. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees shall pay a total of eight percent (8%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the employees will pay the established rate. At no point shall "New" members pay a contribution that is less than the Classic members.
- B. <u>Safety New Members</u>: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013, defined as "New" safety employees shall pay the member contribution established under PEPRA. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees shall pay a total of twelve percent (12%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the "New" employees will pay the established rate. At no point shall "New" members pay a contribution that is less than the Classic members.
- C. <u>Miscellaneous Classic Members</u>: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), all Miscellaneous Classic vested and non-vested employees shall pay a total of eight percent (8.00%); and
- D. <u>Safety Classic Members</u>: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), all Safety Classic vested and non-vested employees shall pay a total of twelve percent (12%).
- 9.10 PERS Benefit Calculation: Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the benefit calculation for employees hired after January 1, 2013 who are not transferred from a CalPERS or CalPERS reciprocal agency or have a break in service of six (6) months or longer shall be the thirty-six (36) highest consecutive months final compensation provision using the 2.7% @ 57 formula for Safety Employees and the 2% @ 62 formula for Miscellaneous Employees.

For employees hired prior to January 1, 2013, or Classic Employees, the benefit calculation shall be based on the twelve (12) highest paid consecutive months using the 2% @ 50 formula for Safety Employees and the 2% @ 55 formula for Miscellaneous Employees.

9.11 Safety Retirement: The following job classifications are safety members of this unit and entitled to CalPERS safety retirement per Section 9.10:

Deputy Probation Officer I/II/III
District Attorney Investigator I/II/III
Chief District Attorney Investigator
Reentry Officer I/II/III

- 9.12 Employee Discount Program: The County will participate in and pass along employee discounts offered by vendors as they become available, provided said participation does not violate legal or ethical rules. Participation in such discount programs shall not hold the County liable in any manner. Offers or programs that require County staff time to verify employment or in any way assist in the overall management of the discount program shall be considered on a case-by-case basis. Specific information regarding discount programs may be obtained from the Human Resources Office and the County intranet site.
- 9.13 Rain Gear: County shall provide appropriate weather gear for all groups of employees, whose work locations are not protected from the weather, including road crews, appraisers, building inspectors, couriers and others who meet the stated condition. The County is not required to provide rain gear to individual employees. The County makes this gear available to qualified groups of employees.
- 9.14 Clothing Benefits: The County provides clothing/uniforms to specified employees to assist the public in readily identifying County employees acting in an official capacity and/or where normal work duties expose the employee's clothing to contamination, excessive soiling or excessive wear and tear. All employees required to work outdoors, shall be provided with an appropriate blaze orange ANSI safety vest for use when working near traffic, heavy equipment or other situations where such vest improves the safety of the employee. Clothing is provided to specified employees of Animal Control, Building & Parks Maintenance, Recreation, Veterans Services, Probation, Code Enforcement, Roads, Engineering, Behavioral Health Mobile Crisis Unit and Jail Cooks as indicated below. Once provided to the employee, clothing shall be considered the official uniform of the department and employees shall be required to wear provided clothing. Employees are required to sign and adhere to departmental clothing benefit agreements.
 - A. Animal Control: Uniform requirements consist of green or tan shirt and pants with County logo patch on shirtsleeve. The County shall provide six (6) shirts which can be any combination of long sleeve or short sleeve with patches, and two (2) pairs of pants annually. The County shall provide coveralls for use when needed through linen service. All employees assigned to job duties that would expose them to areas or animals where a risk of biological contamination is present or suspected shall be provided adequate personal protective equipment/clothing to prevent infection or the spread of disease. The Department Head or designee shall be responsible for determining the level of hazard and what constitutes adequate protection.
 - B. <u>Building Inspection</u>: Foul weather gear, hard hats, safety vests, coveralls and other safety equipment shall be available for use as necessary. The Department Head or designee shall be responsible for determining the level of hazard and what constitutes adequate protection.
 - C. <u>Buildings/Parks Maintenance</u>: The County shall provide shall provide six (6) shirts which can be any combination of long sleeve or short sleeve and one (1) hooded sweatshirt of a medium blue color for Building Maintenance staff and green for Park Maintenance staff with the County logo annually. The County shall provide coveralls for use when needed through linen service. Additionally, the County will provide a high visibility safety vest and a jacket or weather-resistant coat with the County logo.

Replacement of the vest or jacket/coat will be done on an as needed basis, but not sooner than every other year unless rendered irreparable by an incident at work. Foul weather gear is available for use as needed. The Department Head or designee shall be responsible for determining the level of hazard and what constitutes adequate protection.

- D. <u>Code Enforcement</u>: Uniform requirement consists of a gray shirt and black pants. The County shall provide shall provide six (6) shirts which can be any combination of long sleeve or short sleeve with patches, and two (2) pairs of pants annually. Clothing shall be replaced by the County if rendered irreparable by an incident at work. Foul weather gear, hard hats, safety vest, coveralls and other safety equipment shall be available for use as necessary. The Department Head or designee shall be responsible for determining the level of hazard and what constitutes adequate protection.
- E. <u>District Attorney Investigator</u>: A uniform allowance shall be provided to investigators in the District Attorney's office. The uniform allowance shall be paid to the District Attorney Investigators according to the District Attorney's Office Uniform policy. In no case shall a newly hired employee receive more than one (1) allotment within a four (4) month period.
 - a. An annual allotment of two hundred fifty dollars (\$250) payable in two (2) equal disbursements, the first being the first full pay period of the fiscal year and the second being the first full pay period of the calendar year.
 - b. Newly hired employees will receive five hundred (\$500) on the first full pay period following his or her hire date.
 - c. Uniform allowance shall not be subject to prorating based upon hire or separation dates.
 - d. The District Attorney's office shall provide all firearm, equipment, tactical/active shooter response and first aid equipment as listed in the department's uniform policy.
- F. Engineering: The County shall provide engineering staff, with the exception of clerical, foul weather gear, hard hats, safety vests, gloves, coveralls and other safety equipment for use as necessary. The Department Head or designee shall be responsible for determining the level of hazard and what constitutes adequate protection.
- G. <u>Probation Department</u>: A Uniform allowance shall be provided to employees of the Probation Department. The uniform allowance shall be paid to Deputy Probation Officers and Reentry Officers, and any other classification required to maintain a uniform according to the Probation Department's Uniform policy. In no case shall a newly hired employee receive more than one (1) allotment within a four (4) month period.
 - 1. Deputy Probation and Reentry Officers:
 - a. Two hundred fifty dollars (\$250.00) allotment payable in two equal disbursements, the first being the first full pay period of the fiscal year and the second being the first full pay period of the calendar year.
 - b. Newly hired Deputy Probation and Reentry Officers shall receive five hundred dollars (\$500.00) the first full pay period following his or her hire date.
 - Uniform allowance shall not be subject to prorating based upon hire or separation dates.

- 2. All extra help employees shall be provided by the Appointing Authority or designee two (2) uniform shirts upon hiring related to their division assignment. Replacement of those shirts will occur on an as needed basis after the employee returns the unserviceable shirt to the Division Manager.
- Other appropriate clothing/equipment shall be provided to employees according to their assignment.
 - 4. In addition to the uniform allowance, the Department shall provide to every full-time employee required to maintain a uniform, shirts and jacket in the following manner:
 - a. Newly hired employees shall be provided three (3) shirts and one (1) jacket.
 - b. On an ongoing and annual basis employees shall request during the first month of the fiscal year and be provide EITHER:
 - i. Two (2) shirts OR
 - ii. One (1) shirt and one (1) jacket.
 - 5. In no case shall the Department provide shirts and jacket to an employee in accordance with Section 9.14.G within four (4) months of his or her hire date.
- H. Recreation (Full-Time/Part-Time): The County shall provide one (1) short-sleeve shirt, one (1) long sleeve shirt and one (1) hooded sweatshirt per year to the Recreation Coordinator and Recreation Program Assistant. The County may provide one (1) short-sleeve or long sleeve shirt per part-time employee whose primary responsibility is supervision of a facility or program utilized by or conducted by the County of Del Norte.
- I. Roads: The County shall provide employees who function as road maintenance workers with six (6) shirts which can be any combination of long sleeve or short sleeve (1) Class II sweatshirt annually, and one (1) jacket or safety vest every other year. Coverall service and safety vests will be provided. Foul weather gear is available for use as needed. The Department Head shall be responsible for determining the level of hazard and what constitutes adequate protection.
- J. <u>Veterans Service Office</u>: The County shall provide one (1) short-sleeve shirt and one (1) long-sleeved shirt per fiscal year to the Veterans Services Office employees.
- K. Mobile Crisis Unit: Annually the County shall provide four (4) shirts which can be any combination of long sleeve or short sleeve, one (1) hooded sweatshirt and one (1) rain proof jacket. All clothing will be department approved items and include approved logos and designs to identify the mobile crisis team and employees must wear the approved clothing during their working shift. Clothing shall be replaced if rendered irreparable by an incident at work. Safety vests and other safety equipment shall be available for use as necessary. The Department Head or designee shall be responsible for determining the level of hazard and what constitutes adequate protection.
- L. <u>Jail Cooks</u>: The County shall provide three (3) short sleeve shirts of a tan color for Jail Cook staff with the County logo annually. The Department shall also provide rubberized, full-length aprons, to be replaced as needed. Appropriate hair covering (netted and/or plastic) shall be provided. Disposable

gloves, latex-free, shall also be provided to protect against food cross-contamination.

- 9.15 <u>Protective Footwear</u>: Protective footwear is designed to protect the feet from injuries or exposure to hazards. Protective footwear provided by the County or purchased by the employee shall be in compliance with State regulatory and County policy requirements.
 - A. Roads and Engineering: All employees of the Road Department and the Engineering Division, with the exception of clerical staff, shall be provided protective, above the ankle made of heavy-weight leather or like material footwear. Covered employees performing work associated with road surfacing, such as oil, asphalt or the like, which would cause damage to the protective footwear shall not be required to wear the protective footwear but only for the time actually spent in contact with the materials.
 - B. <u>Building and Parks Maintenance</u>: All employees of Building and Parks Maintenance, with the exception of clerical staff, shall be provided protective rubber boots/safety shoes.
 - C. The County shall provide \$300.00 each fiscal year for Roads, Engineering and Building and Parks Maintenance employees covered under Sections 9.15 A. and B. of this MOU for protective footwear. The fiscal year payment shall be made in August of each year. New employee's initial payment will be paid to the new employee within thirty (30) days of employment. It is the responsibility of the employee to ensure compliance with State regulatory requirements and County policy for protective footwear.
 - D. Building Inspection: The County shall provide inspectors with rubber boots/safety shoes.

 Replacement of the rubber boots/safety shoes will be done on an as needed basis, but not sooner than every other year unless rendered irreparable by an incident at work.
 - E. Mobile Crisis Unit: The County shall provide all employees assigned to the Mobile Crisis Unit a two hundred-fifty dollars (\$250.00) payment annually for non-slip/safety footwear. The payment shall be made in the first pay period in August of each year. A new employee's initial payment will be paid to the employee within thirty (30) days of employment. This does not apply to employees temporarily assigned to the Mobile Crisis Unit for shift or employee leave coverage. Employees assigned on a temporary basis consisting of shift or employee leave coverage shall be provided the necessary shoe covers to be used during the assignment.
 - F. Jail Cooks: The County shall provide all Jail Cook staff a two hundred-fifty dollars (\$250.00) payment annually for water resistant, non-skid, non-slip footwear. The payment shall be made in the first pay period in August of each year. A new employee's initial payment will be paid to the employee within thirty (30) days of employment.
 - G. All covered employees required to wear protective footwear shall report to work, whether regularly scheduled or called out, with the appropriate footwear on their feet. Failure to do so

will restrict the employee from normal work duties requiring protective footwear and may result in disciplinary action. The employee will be required to obtain the protective footwear. Time away from work to obtain the protective footwear is not work time. Restriction from normal work duties may include assignment of those duties.

9.16 Physical Examinations: Employees that are required to take physical examinations to maintain licenses or employment with Del Norte County shall be given physical examinations at no cost to the employee. If an employee is required to pay out of pocket for the examination, the County will reimburse the employee. The County shall determine the specific classifications and employees subject to the physical examinations and is responsible for administration of the examination process.

ARTICLE X LAYOFF AND RE-EMPLOYMENT

- Reason for Layoff: Whenever, in the judgment of the Board of Supervisors, it becomes necessary to reduce staffing levels, positions may be abolished and employees may be laid off, including those who have been granted an approved leave of absence. The order in which employees would be separated or demoted in a reduction in force shall be based upon type of appointment and seniority. Human Resources shall notify each employee who is to be laid off, and the Union, in writing not less than twenty-one (21) calendar days prior to the effective date of layoff. During the twenty-one (21) day notice period, up to forty (40) hours paid leave may be granted to each employee being laid off to be away from work for job search purposes. The Union and County shall meet and discuss the recommended reduction in force. The County and the Union shall promptly meet and confer over the effects to the remaining employees, as a result of the reduction in force, as required by law.
- Area of Layoff: The classes and geographic areas of layoff are to be determined by the Appointing Authority in the affected department, subject to concurrence by the Human Resources Manager. Employees laid off in designated programs or geographic areas of a department shall have the right to displace employees in other programs or geographic areas of the department who are lower on the seniority list as determined by the Human Resources Manager.
- Retirement in Lieu of Layoff: Any employee eligible may accept a service retirement in lieu of layoff. An employee who chooses to retire shall inform the Human Resources office in writing not less than ten (10) calendar days prior to the effective date of layoff. The County shall assist the employee with processing retirement through PERS. An employee who retires in lieu of layoff shall be placed on the re-employment list along with other laid-off employees. The employee's eligibility for retirement shall be governed by applicable statutes and the regulations of PERS. The County agrees that, when an eligible retiree responds positively and in a timely fashion to an offer of re- employment, the retiree shall be granted the time necessary to terminate retired status and return to active employment. An eligible retiree who declines a re-employment offer in the class and department from which laid off shall be removed from the re-employment list and be considered permanently retired.
- 10.4 <u>Seniority Score Computation:</u> Persons with permanent or probationary appointments with the County shall receive credit for all employment in County departments provided that employment has been in continuous service. Persons hired from a reemployment list regain all previously earned seniority on the date of reemployment.

10.5 Qualifying Month of Service:

- A. When computing seniority for full-time employees the starting and ending months of a period of service shall be considered a complete month if the employee has fifteen (15) or more calendar days of service. No credit is given for less than fifteen (15) calendar days of service.
- B. In order to receive a seniority point for an appropriate month, an employee must be considered in an "in-pay" status for fifteen (15) or more calendar days.

- C. For other than full-time employees, one hundred-sixty (160) hours worked shall be equivalent one month's service and seniority credit shall be given upon the completion of each one hundre sixty (160) hours worked.
- 10.6 Equal Seniority: If two employees in the same class have the same final seniority score, the County and the Union shall meet and confer to determine which employee has the greatest seniority.
- 10.7 <u>Temporary Positions:</u> No employee serving in a temporary extra-help or limited term position shall be retained if an employee in the same class in the department is being laid off. No temporary employee may be hired into a class in a department while permanent employees are on a reemployment list for the same class in the department. Employees on the reemployment list shall have priority for temporary positions.
- 10.8 Notice of Reduction in Force: The Human Resources Office shall send written notice to each employee affected by a reduction in force at least fourteen (14) calendar days prior to the effective date of the action. The notice shall include:
 - A. Reason for layoff;
 - B. Classifications to which the employee has retreat rights to under section 10.9;
 - C. Effective date of the action;
 - D. Seniority score of the employee and the number of the employee on the seniority list;
 - E. Location of the seniority list so that employees may compare their scores with others
 - F. Conditions governing retention on and reinstatement from reemployment lists;
 - G. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.
- 10.9 Retreat Rights: An employee to be laid off from his/her position may elect to displace the least senior employee, the employee may displace the least senior employee in the department in a lower class which the employee to be laid off has served in a permanent status, if the employee to be laid off has more seniority than that employee in the lower class. An employee displaced by a more senior employee may likewise exercise retreat rights within the department, in order of seniority. An employee displaced by a more senior employee exercising retreat rights has the same reemployment rights as an employee who is laid off. An employee who is to be laid off who chooses to exercise retreat rights must inform the Human Resources office of that decision in writing within five (5) working days of receipt of notice of layoff. Employees who exercise retreat rights shall not be required to serve a probationary period in the class they retreat to.
 - A. An employee who retreats to a lower class in the department shall be placed at a step of the appropriate salary range which represents the least loss of pay. An employee may not be advanced to a longevity step (F, G, H, I or J) unless longevity has already been attained.
- 10.10 Re-employment Rights: Laid off employees, and employees displaced from their positions by more senior employees, and grant employees whose grants are cancelled or expire shall be eligible for re-employment in the class held at the time of layoff for a period of eighteen months from the effective date of layoff or displacement. Re-

employment shall be in the reverse order of layoff. Their employment shall take precedence over hiring and transfers when a vacancy in the class of former placement comes available in the same department.

- A. Employees on a re-employment list shall have the same rights as active employees to seek transfers and promotions to vacant positions in other classes throughout the County.
- B. An employee who is reemployed in the same class from which he or she was laid off or displaces while he or she was on a re-employment list, shall be restored to the same salary step held at the time of layoff or displacement. If the employee exercised retreat rights to a lower class at the time of layoff, salary step placement shall be adjusted upward upon re-employment as if the employee had served that time in the original class. The time on the re-employment list shall not be considered a break in service, except that the employee's original hire and anniversary dates shall be adjusted to deduct the time off work.
- C. The names of persons laid off or demoted shall be entered upon re-employment lists for positions for which they are qualified. The list shall be used when a vacancy arises in the same or lower classes before certification is made for an eligibility list.
- 10.11 Re-employment Notice: Whenever there is an active re-employment list, the County shall provide written notification of appropriate openings to employees on the list by first class mail, addressed to the employee's last known address. It is the employee's responsibility to keep County informed of his/her mailing address. County's responsibility to provide notice hereunder is waived if a notice is returned to County as undeliverable.
- 10.12 Employee Response: A laid off/displaced employee who accepts a re-employment offer is responsible for notifying the Human Resources Director or Designee of that fact in writing within five (5) days of receipt of a re-employment notice. An employee accepting re-employment shall return to duty not later than thirty (30) calendar days following the date of intended re-employment announced by the personnel office. The employee is responsible for notifying the Human Resources office in writing of the time needed to return to duty.
- 10.13 Wage, Hour and Working Condition Issues: County and the Union agree that layoffs and displacement may trigger problems among remaining employees in such areas as distribution of work of laid off employees, preservation of bargaining unit work within the unit, classification levels of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addresses on a case-by-case basis, upon receipt by the County or a request to meet and confer with the Union.

ARTICLE XI GRIEVANCE PROCEDURES

- 11.1 Purpose: It is the purpose of this procedure to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and timely manner.
- 11.2 <u>Definition of a Grievance:</u> A grievance is a complaint of an employee or group of employees alleging the violation, misinterpretation or misapplication of any provision of this MOU, or working conditions within the control of the Appointing Authority, including rules and regulations, County policies and disciplinary action for which no other procedure for orderly adjudication of the complaint exists.
- 11.3 <u>Definition of a Grievant:</u> The employee(s) within a bargaining unit represented by the Union alleging a grievance is the grievant.
- 11.4 **Timeline:** A grievance must be filed (Step Two) within thirty (30) calendar days after the event, or after the grievant becomes knowledgeable of the event, but in no case after sixty (60) calendar days from the event. Time limits set forth herein may be extended by mutual written agreement between the County and the grievant, or County and the Union, in a represented grievance.
- Informal Grievance Procedure (Step One): An employee, or group of employees, shall first discuss their grievance with their immediate supervisor. If not resolved within three (3) regular working/business days, the employee shall contact either the Department Head or the next appropriate level of supervision (as designated by the Human Resources Director or designee). If, within ten (10) regular working/business days, the Department Head or person designated by the Human Resources Director or designee has not resolved the grievance to the satisfaction of the employee, the employee shall submit his or her grievance in writing formally.
- 11.6 Formal Grievance Procedure (Step Two): The grievant may submit a formal grievance in writing on the form provided by the Human Resources Office. The grievance form and any requests for hearing shall be in writing and set forth the specific provision(s) of the MOU the grievant alleges has(ve) been violated, misinterpreted, or misapplied, and shall set forth facts supporting the allegations and the resolution desired. Within ten (10) regular working/business days of receipt of the grievance, the Human Resources Director or designee shall investigate and provide a response in writing to the grievant. The response shall include a complete statement of the supervisor's position and the facts and evidence upon which it is based, and the remedy or correction which has been offered, if any.
- 11.7 Mediation (Step Three): If, within five (5) regular working/business days of receipt of the Human Resources Director or designee's written response, the grievant disputes the resolution proposed, the grievant may request that the grievance be heard by a mediator from the State Mediation and Conciliation Service. This request shall be in writing or on a form provided by the County stating the reasons why the proposed resolution is still disputed. The outcome of this mediation shall be advisory in nature. Every good faith effort shall be made by the parties to schedule the mediation session within forty-five (45) calendar days of the request.

Hearing (Step Four): If, within ten (10) regular working/business days of receipt of the response of the mediator, if either party disputes the proposed resolution, the party may request that the grievance be heard by a local hearing officer selected by mutual agreement by the Union and the County from local attorneys (Del Norte County) registered with the State Bar. The hearing officer shall be selected for at least the term of the MOU, subject to the availability of that hearing officer. The requested hearing must be held within twenty (20) regular working/business days of receipt of the appeal by the Human Resources Director or designee. The hearing officer's decision shall be in writing, stating the reasons for the decision and shall be presented to the grievant within ten (10) regular working/business days of the hearing. The decision of the hearing officer shall be final. The cost of employing the hearing officer shall be borne equally by all parties. All other costs such as, but not limited to attorney's fee and witness fees shall be borne only by the party incurring those costs.

<u>Court Reporter/Transcript Fees:</u> If a court reporter is requested, the requesting party is obligated to pay for the services of the reporter. Cost of transcript copies shall be borne by those parties requesting copies.

- 11.9 Non-Retaliation: Employees who file a grievance or who participate in a grievance in any capacity, including as witnesses, shall be free from retaliation as a result of filing or participating in a grievance. Retaliation protection is provided by state and federal laws.
- 11.10 <u>Performance Standards:</u> Employees who file grievances are not excused from performing their jobs to acceptable standards at all times during the processing or following a grievance.
- 11.11 Right to Representation: The Union shall have the right to represent employees in grievances. Individual employees may process their own grievances without assistance from the Union. Nothing in this MOU shall require the Union to represent a grievant that has filed a formal grievance at step two without Union representation in any subsequent proceeding.
- 11.12 Employee Processed Grievances: County shall provide the Union with a copy of the proposed resolution(s) to any grievances processed by employees without Union representation, except those grievances containing a confidential component. The Union shall be granted five (5) regular working/business days to review the proposed resolution(s) prior to implementation, to determine that the proposed resolution(s) are in conformance with the terms of this MOU. Grievances processed without Union representation shall not be precedent setting.

11.13 Union Grievances:

- A. The grievance must be submitted by a Union representative. A Union grievance may be written on alleged violations of Article I, Article III, Article XV, XVII, XVIII, and XIX and/or violations of MMBA 3500 et seq., and/or other state and/or federal labor codes.
- B. The grievance procedure for Union grievances (i.e., grievances impacting the Union) shall consist of the following steps:
 - Step 1- First Level Filing:

- a. The Union must file a written grievance within thirty (30) calendar days after the occurrence or when they first had knowledge, or should have reasonably had knowledge, of the event which is the cause of the grievance.
- b. The grievance will be submitted to the Human Resources Director or designee. Within ten (10) regular working/business days of the County's receipt of the grievance, the Human Resources Director or designee shall meet with the Union in an attempt to resolve the grievance and give a written response to the Union.
 - Step 2 Mediation and Conciliation: If the grievance is not satisfactorily settled
 at Step 1, the Union may request mediation through the California Mediation
 and Conciliation Service. Any request for mediation must be made within five
 (5) regular working/business days of the
 County's written response.
 - 3. Step 3 Final and Binding Arbitration: If the grievance is not satisfactorily resolved at Step 2, the Union may refer the matter to a hearing as defined in Article 12.19 within ten (10) regular working/business days following deadlock at Step 2.
- 11.14 Release Time for Witnesses: County shall release from duty without loss of pay or benefits any employee called as a witness in any grievance by the Union and/ or an individual employee grievant.

ARTICLE XII DISCIPLINE

- 12.1 General Provisions: Employees not subject to the provisions of Local Agency Personnel Standards (Government Code Title II, Administration, Division 5 [LAPS]), may be disciplined only in accordance with the provisions of this Article. Employees subject to LAPS may be disciplined only in accordance with the provisions of this Article and LAPS. In the event of conflict, the provisions of LAPS take precedence over this Article.
 - A. Public Safety Officer's Procedural Bill of Rights (POBOR) Government Code §3300-3313: Employees in the following job classifications shall be afforded the rights guaranteed by this statute:

Deputy Probation Officer I/II/III
Reentry Officer I/II/III
District Attorney Investigator I/II/II
Chief District Attorney Investigator
And any other classification that meets the criteria of POBOR

- 12.2 <u>Discipline</u>: Discipline means all personnel actions resulting from acts or omissions on the part of an employee consisting of written warnings, written reprimands, suspension without pay, demotion or dismissal. Permanent employees shall be disciplined only for just cause. All reasonable efforts shall be made to apply discipline progressively, to afford the employee a reasonable opportunity to correct deficient work practices or conduct. Newly hired probationary employees may be suspended without pay, demoted or dismissed without the right to appeal or hearing. Promotional probationary employees who have previously achieved permanence in any class enjoy full due process rights established in this Article and Article VI, Section 6.5 Probationary Service of this MOU.
 - A. Written warnings and written reprimands are not subject to the Skelly process and may only be challenged through the grievance procedure contained in Article XI of this MOU, but such disputes shall not be subject to Step Four in Section 11.8.
 - B. Discipline may not be imposed on a permanent employee for any cause of which the County had knowledge, for which discipline was not imposed and which occurred more than six (6) months prior to the issuance of formal charges. For an employee that is subject to discipline that has been approved for protected leave per Article V of this MOU, the time away from work shall not count towards the six (6) month window to impose discipline per Section 12.2 B. of this MOU.
- 12.3 Right to Representation: Whenever disciplinary action is initiated by the Appointing Authority, the employee shall be advised that s/he has a right to the presence of a representative, including the Union, at all stages of the proceedings, including, but not limited to, discussions and interrogations involving the employee, and at informal and formal disciplinary hearings. It is the employee's responsibility to notify the Union of the need for representation. The Appointing Authority or designee must allow reasonable time, not to exceed five (5) working/business days, for the Union to find a union steward or representative to be present at all stages of the proceedings as noted above. This section

- shall not create a right to representation by a private attorney unless otherwise required by law.
- 12.4 <u>Clearance for Disciplinary Action:</u> Any disciplinary action proposed by the Appointing Authority or designee shall be approved by the Human Resources Director or designee prior to any action being taken, in order to ensure conformity with the procedures established in this Article, and consistency in the severity of discipline applied.
- 12.5 Leave Pending Investigation: Only on approval of the Human Resources Director or designee may an employee against whom charges have been served pursuant to Section 12.14, or who is under investigation for possible discipline, be placed on paid administrative leave pending an investigation. An employee shall not return to work until the final findings of a work-related investigation are finished with a copy provided to the impacted employee. When an employee is notified of being placed on leave pending an investigation, the Union will be notified by the Human Resources Director or designee, whether a union representative is representing the employee or not. The Department/County shall submit a copy of the investigative findings to the impacted employee within ten (10) days after the investigation is completed. Sections subject to HIPAA and/or court confidentiality shall be redacted.
- 12.6 <u>Letter of Reprimand</u>: A letter of reprimand shall not be considered in the event of a promotional or transfer opportunity if three (3) years has elapsed from the date of the letter of reprimand.
- Short Suspension: If formal charges are served on an employee, and the discipline recommended is a suspension without pay for five (5) working days or less, discipline may be imposed immediately. The employee may request an informal meeting or formal hearing on the charges. If requested, an informal meeting and formal hearing will be conducted as provided for in Sections 12.18 and 12.19. If the charges are not sustained, and/or if the discipline is rejected at the informal meeting pursuant to Section 12.18 or the formal hearing pursuant to Section 12.19, the employee shall be compensated for those days of suspension without pay not upheld by the Skelly Officer, Hearing Officer or the Arbitrator.
- 12.8 <u>Negative Evaluations</u>: A negative evaluation shall not of itself constitute grounds for discipline of a permanent employee, however, the deficiencies in employee performance including conduct documented in a negative evaluation may constitute grounds for discipline, and may result in charges being brought against an employee under the provisions of this Article.
- 12.9 <u>Disciplinary Documents:</u> All documents pertaining to a disciplinary action shall become a permanent part of the employee's personnel file, provided that in the event disciplinary charges are not sustained through an appeal process, all references to the discipline will be removed from the personnel file at the written request of the employee.
- 12.10 <u>Performance Improvement Plan:</u> The purpose of a performance improvement plan is to provide the employee with an opportunity to improve performance to an acceptable level and ensure that the County is using progressive discipline in all cases except those

warranting termination. Accordingly:

- A. Performance Improvement Plans shall be prepared when an employee receives an evaluation at less than satisfactory level, and shall be prepared when an employee receives a written warning, written reprimand, suspension without pay, or involuntary demotion. A Performance Improvement Plan shall not be required for a less than satisfactory evaluation during the probationary period of any employee.
- B. The plan shall contain clear, objective and measurable performance targets, and a time line that is reasonable and designed to help the employee perform at a satisfactory level.
- C. The plan should include training if there are any deficiencies in the employee's knowledge or skills, and should not be punitive in nature.
- D. The length of the Performance Improvement Plan, and the terms thereof, must, in all cases, demonstrate that the County is using a process of progressive discipline which is designed to provide an opportunity to actually correct deficiencies in performance. The Human Resources Director or designee must approve of any Performance Improvement Plan before it is implemented.
- E. A Performance Improvement Plan, along with any disciplinary documents, shall become a permanent part of the employee's personnel file. The Performance Improvement Plan shall be prepared by the Appointing Authority and be subject to the approval of the Human Resources Director or designee prior to delivery to the employee.
- F. The plan shall also describe the necessary consequences of failing to abide by the Performance Improvement Plan, failure to improve, or repeating the same violation within the time frame of the plan. A Performance Improvement Plan may become a basis for progressive discipline if the violation or act that generated the plan is repeated.
- G. At the end of the Performance Improvement Plan, the Appointing Authority shall either file a notation in the personnel file that the employee has successfully completed the Performance Improvement Plan, and improved performance to an acceptable level, or if performance has not improved, the Appointing Authority may extend in writing the Performance Improvement Plan for an additional period, or the Appointing Authority may refer the employee to progressive discipline. In no case may a Performance Improvement Plan last longer than six (6) months.
- 12.11 <u>Grievability:</u> The allegations, contents and outcomes of disciplinary action are not grievable. However, alleged procedural violations of this Article shall be raised as part of the disciplinary proceedings rather than under the grievance procedure set forth in Article XI of this MOU.
- 12.12 Grounds for Disciplinary Action: The following constitute grounds for disciplinary action:
 - A. Conviction of a felony
 - B. Misappropriation of public funds or property.
 - C. Misconduct.

- D. Intentional or neglectful misuse of public property resulting in increased maintenance or repair costs or a reduction in service life of the equipment.
- E. Using County time, facilities, equipment, or supplies for private and/or personal gain or advantage.
- F. Failure to improve substandard performance.
- G. Discourteous, discriminatory, offensive or abusive treatment of the public or fellow employees.
- H. Drinking alcoholic beverages or use of controlled substances without a prescription on the job, or arriving on the job under the influence of alcohol or controlled substances without a prescription.
- I. Habitual absenteeism or tardiness.
- J. Absence without notification as defined in Section 5.5 of this MOU.
- K. Abuse of sick leave or any other paid leave.
- L. Disorderly conduct.
- M. Incompetence or inefficiency in the performance of assigned duties.
- N. Being wasteful or misusing of material, property or working time.
- O. Insubordination, including, but not limited to, refusal to perform assigned tasks.
- P. Violation of any lawful, safe and reasonable order or written regulation made or given by an employee's supervisor or higher County authority.
- Q. Neglect of duty.
- R. Dishonesty.
- S. Fraud in securing employment.
- T. Gross Misconduct.
- U. Refusal or failure to comply with safety rules and/or regulations, including drug and alcohol policies, promulgated by any governmental agency with jurisdiction.
- V. Refusal to take a medical examination legally required by County.
- W. Failure to maintain any formal licensing or certification required for the employee's position.
- X. Falsification of County records.
- Y. A violation of another person's constitutional rights.
- Z. Using, or having access to, confidential information available by virtue of County employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- AA. Engaging in threats or violence, direct, indirect, implied or actual, against coworkers or any other person in connection with County business.
- BB. Using the prestige or influence of the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- CC. Accepting any consideration or gift, including money from anyone other than the County for the performance of official duties or accepting, directly or indirectly, any consideration or gift, including money, service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the County or whose activities are regulated or controlled by the County under circumstances from which it reasonably could be

substantiated that the gift was intended to influence the employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.

- 12.13 <u>Disciplinary Procedure:</u> Discipline may be imposed for the violation of any provision of Section 12.12. A written warning may be given for the first or a relatively minor infraction, and shall specify the details of the offense and shall include a Performance Improvement Plan. A written reprimand may be given for repeated offenses or an offense of increased severity, and shall specify the details of the offense(s) and include a Performance Improvement Plan. If a suspension without pay of five (5) working days or less is proposed, the following procedure in Section 12.14 Written Notice of Charges and the provisions of Sections 12.7 Short Suspension shall apply. If suspension without pay for more than five (5) working days, demotion or dismissal is proposed, the following procedure in Section 12.14 through 12.19 shall apply.
- Written Notice of Charges: When the Appointing Authority determines that sufficient grounds exist for imposing discipline on an employee, and following clearance by the Human Resources Director or designee, the Appointing Authority shall prepare and provide to the employee a written notice of charges five (5) regular working/business days prior to the proposed effective date. The notice shall contain the following information:
 - A. The provisions of Section 12.12 cited as Grounds for Disciplinary Action.
 - B. A statement of the specific acts or omissions upon which the discipline is based, including the names, dates, times, locations and circumstances of the alleged offense(s), unless the information is privileged, stated in clear and concise language. The statement shall be sufficiently specific as to fully inform the employee of the nature of the charges against him/her.
 - C. A statement that a copy of all non-privileged materials upon which the discipline is based are attached or available for inspection upon request.
 - D. A description of the proposed discipline and its effective date(s).
 - E. A statement advising the employee of the right to request a hearing on the charges and the time frame in which such a request must be made.
 - F. A statement advising the employee of the right to representation at any and all disciplinary proceedings.
 - G. A blank "Response to Charges and Request for Meeting form, the signing and return of which to the Human Resources Office constitutes activation of the Skelly meeting process.
- 12.15 <u>Service of Written Notice</u>: All notices of proposed discipline shall be personally served upon the employee, or mailed by certified mail, return receipt requested, to the last known address of the employee. Refusal to acknowledge receipt of the written notice does not preclude response time referenced in Sections 12.16 and 12.17 below.
- 12.16 <u>Employee Response:</u> The employee may deny all of the charges and request a hearing on the charges by delivering a written statement which includes the grounds for denial of charges to the Human Resources Manager within five (5) regular working/business days

- of the date of receipt of the charges. This statement may be made on the form provided for that purpose along with the charges, or on a separate piece of paper, signed and dated by the employee.
- 12.17 Failure to Respond: If the employee fails to request a hearing within five (5) regular working/business days of receipt of the charges, the right to a hearing is waived, and the Appointing Authority may impose discipline upon the employee, with the approval of the Human Resources Manager.
- Informal (Skelly) Meeting: If the employee requests a meeting on the charges, the Human Resources Director or designee shall schedule an information meeting at which the employee may answer and refute the charges, present mitigating evidence or otherwise respond to the charges. The Skelly Officer shall issue an opinion and decision within ten (10) regular working/business days of the meeting. If the Skelly Officer finds that the discipline proposed is not justified, the Skelly Officer may order the charges rejected and the employee is exonerated with full salary and benefits. The Skelly Officer may also reduce the severity of discipline proposed, or imposed under Section 12.7. If this occurs, the employee may still choose to go forward to a formal hearing on the charges. It is the intent of the parties that all disputes be resolved at the lowest administrative level possible.
- 12.19 Formal Hearing: If the employee is dissatisfied with the Skelly Officer's decision, the employee must notify the Human Resources Director or designee within ten (10) days after the Skelly Officer's decision has been mailed or delivered to the employee. The Human Resources Director or designee shall arrange for a formal hearing on the charges. The Union and County may agree to a hearing officer; if they do not; they shall select an arbitrator as provided below:
 - A. The parties may agree to an arbitrator. If they cannot agree on selection of the arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by alternatively striking names, with the opportunity to go first decided by chance.
 - B. The arbitrator shall not be empowered to alter, amend, change, add to or subtract from any of the terms of this MOU. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties to the arbitration. The decision shall be final and binding upon the parties.
 - C. Each party shall bear its own witness and/or attorney fees. If a court reporter is requested, the party requesting the reporter shall bear that cost. Any party requesting a copy of the transcript shall bear the costs thereof. Because of the impact of Florio v. City of Ontario, (05 CDOS 6192), in cases where the hearing arises directly from imposed or proposed discipline against the employee, County shall bear the entire cost of the arbitration, but parties shall continue to bear their own attorney's fees and/or witness fees.
- 12.20 <u>Conduct of Disciplinary Hearing:</u> The employee may request either an open or closed hearing at his/her discretion. The technical rules of evidence shall not apply, but oral testimony shall be taken only on oath or affirmation. Any relevant evidence shall be

admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of this evidence over objection in a civil action. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but shall not be sufficient to support a finding unless it would be admissible over objection in a civil action under the California Evidence Code. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

- A. Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which part first called him/her to testify; and to rebut the evidence against him. If the employee does not testify on his/her own behalf, he or she may be called and examined as if under cross-examination.
- B. County shall open the case and present evidence in support of the discipline proposed, or imposed under Section 12.12. County shall have the burden of proving charges by a preponderance of the evidence.
- C. Relevant documents which are part of the employee's personnel file, and those constituting the disciplinary action being appealed and upon which the County intends to rely in presenting its case, may be admitted as evidence in the hearing.
- D. The employee may present his/her case in person or through a representative of his/her choice.
- E. The hearing shall be recorded verbatim by a court reporter who shall be compensated by the County. The costs of any transcript ordered shall be borne by the party ordering the transcript.
- F. The costs of the hearing officer shall be borne by County.
- G. When a hearing officer is used for a disciplinary hearing, the decision of the hearing officer shall be submitted within ten (10) regular working/business days and shall be final and binding on all parties.
- H. When an arbitrator is used for a disciplinary hearing, the arbitrator shall issue a finding on each charge and specification individually, and on the charges as a whole. The decision shall be final and binding on the parties.
- 12.21 Negotiated Settlement: At any point in the disciplinary proceedings, prior to a request for formal hearing pursuant to Section 12.19, the Human Resources Director or designee, in coordinating with the Appointing Authority, and the employee and his/her representatives, if any, may negotiate, compromise, and/or settle any dispute concerning discipline. The employee shall be granted up to fifteen (15) working/business days_to have any proposed settlement reviewed by a representative of his/her choice before agreeing to and signing the settlement. Any negotiated settlement shall be reduced to writing, and shall become a permanent part of the employee's personnel file.
- 12.22 Termination of a Grant or Temporary Extra-Help or Limited-Term Employee: A grant or extra-help or limited-term temporary employee may be terminated at any time

- without right of appeal or hearing, except as otherwise may be provided by law. In case of termination the Appointing Authority shall provide the employee written notice of the reason for termination.
- 12.23. Non-Retaliation: Employees who file an appeal or who participate in a disciplinary hearing per 12.18 and/or 12.19 in any capacity, including as witnesses, shall be free from retaliation as a result of filing or participating in a disciplinary hearing. Retaliation protection is provided by state and federal laws.
- 12.24. Release Time for Witnesses: County shall release from duty without loss of pay or benefits any employee called as a witness in a disciplinary hearing per 12.19 by the Union and/or an individual employee appellant.

ARTICLE XIII LABOR-MANAGEMENT

In order to encourage open communication, harmonious relations, and constructive problem solving, the County and Union agree to meet on a quarterly basis to discuss items of mutual concern. To this purpose, five representatives from the Union, one of whom shall be the Union President, and five representatives from the County, one of whom shall be the County Administrative Officer, shall meet at a time and date set by mutual agreement. Agenda items may be submitted by either party and shall be mutually agreed upon. In no case shall formal grievances or negotiations proposals be on the agenda. The Labor-Management meeting 1s advisory and has no authority to add to, delete from, or to modify the current MOU.

ARTICLE XIV EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood that the specific provisions of this MOU shall prevail over County practices and procedures to the extent permitted by California law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary on the part of the County. Unless specifically waived in this MOU, County specifically reserves its right to make decision relating to the merits, necessity or organization of any service or activity as authorized in Government Code §3504.

ARTICLE XV ARTICLE/SECTION REPLACEMENT PROVISION

If any provision of this MOU is held to be contrary to the law by agreement of the parties or by a court of competent jurisdiction, those provisions will be deemed severed, except to the extent permitted by law, but all other provisions shall remain in force and effect. In the event that any Article or section of this MOU is held contrary to law, County and the Union shall meet and confer within fourteen (14) days after this holding comes to the attention of the parties for the purposes of arriving at a mutually satisfactory and legally enforceable replacement for that Article or section.

ARTICLE XVI REOPENER

Each party shall be entitled to re-open negotiations one time during the term of this Agreement for the purpose of meeting and conferring on items of economic significance. Re-opening of this Agreement may also occur by mutual consent.

ARTICLE XVII NEUTRALITY AGREEMENT

The County and the Union agree to abide by all applicable California Cods and regulations of PERB, with reference to employee organization. The County agrees that it will not threaten to impose or impose reprisals on any employees, discriminate or threaten to discriminate against any employees nor otherwise interfere with, restrain or coerce the right of any employee to select a recognized employee organization. The County will not attempt to dominate or interfere with the formation, selection, administration, or decertification of any employee organization not contribute financial or any other support to any employee organization nor in any way encourage or attempt to influence employees to join any organization in preference to any other.

The Union agrees that it will not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against any employees, or otherwise interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the California Codes and Federal Regulations.

Nothing in this agreement shall be construed to limit the freedom of speech or association of any individual. The parties agree that if either party believes that the other has violated, is violating or is about to violate this neutrality agreement, prior to filing with PERB, the aggrieved party shall provide at least four (4) working hours' notice of such belief to the administration or leadership of the other party. Neither party shall file with PERB unless such notice has been given.

ARTICLE XVIII ZIPPER CLAUSE

Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the Agreement to bargain collectively with respect to any matter, whether included or not included in this Agreement, except as provided in this Agreement.

ARTICLE XIX INTEGRATION

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. The Agreement is not intended to conflict with Federal or State law.

The County will continue to administer its employee relations and its personnel policies and procedures in accordance with duly enacted ordinances and resolutions that affected employees will continue to be governed thereby during the term of this Agreement, except to the extent that these conflict with the express terms of this MOU.

Mutually Recommended:

COUNTY OF DEL NORTE DEL NORTE COUNTY, SEIU LOCAL 1021 1 Williams Norma Williams President County Administrative Officer Assistant County Administrative Officer Clinton Schand SETU Local 1021 Regional Director Auditor-Controller David Canhan SEIU Local 1021 Rescutive Director Director, Health and Human Services Anna Porter SEIU negotiator Robert Williams SEIU ocgotistor

De March 5, 2025

SEIU aegotistor

Des: March 6, 2025

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Approved and adopted on this	day of March 2025 by the Del Norte County Board of Supervisors.

Joey Borges, Chair

Del Norte County Board of Supervisors

I hereby certify that according to the

provisions of Government Code Section 25103, delivery of this document has been made.

Clark of the Board

Approved as to Form:

Jacqueline Roberts County Counsel

> Kylie Goughnour Clerk of the Board

ATTACHMENT A

List of Classifications covered by this MOU

Miscellaneous Classifications

Unit	Classification Title	Salary Range
Miscellaneous	Account Clerk II	26
Miscellaneous	Account Clerk II (MSS)	26
Miscellaneous	Account Clerk III	30
Miscellaneous	Account Clerk III (MSS)	30
Miscellaneous	Account Clerk Supervisor I (MSS)	34
Miscellaneous	Account Clerk Supervisor II (MSS)	38
Miscellaneous	Accounting Technician I (Auditor's Office)	36
Miscellaneous	Accounting Technician II (Auditor's Office)	38
Miscellaneous	Administrative Secretary I	35
Miscellaneous	Administrative Secretary I	37
Miscellaneous	Agricultural Technician I	28
Miscellaneous	Agricultural Technician II	32
Miscellaneous	Agricultural Technician III	36
Miscellaneous	Animal Control Officer I	32
Miscellaneous	Animal Control Officer II	36
Miscellaneous	Animal Services Supervisor I	42
Miscellaneous	Animal Services Supervisor II	46
Miscellaneous	Appraiser Technician I	36
Miscellaneous	Appraiser Technician II	38
Miscellaneous	Behavioral Health Program Coordinator	45
Miscellaneous	Behavioral Health Specialist I	37
Miscellaneous	Behavioral Health Specialist II	39
Miscellaneous	Behavioral Health Specialist III	41
Miscellaneous	Building Inspector I	37
Miscellaneous	Building Inspector II	41
Miscellaneous	Building Inspector III	45
Miscellaneous	Building Inspector Trainee	33
Miscellaneous	Certified Peer Support Specialist	35
Miscellaneous	Child Support Assistant I (MSS)	26
Miscellaneous	Child Support Assistant II (MSS)	29
Miscellaneous	Child Support Assistant III (MSS)	32
Miscellaneous	Child Support Program Coordinator (MSS)	43
Miscellaneous	Child Support Specialist I (MSS)	34
Miscellaneous	Child Support Specialist II (MSS)	37
Miscellaneous	Child Support Specialist III (MSS)	39
Miscellaneous	Client Services Specialist I	30
Miscellaneous	Client Services Specialist II	34
Miscellaneous	Code Enforcement Officer I	37
Miscellaneous	Code Enforcement Officer II	41

Miscellaneous	Code Enforcement Officer III	45
Miscellaneous	Communications & Equity Coordinator I	46
Miscellaneous	Communications & Equity Coordinator II	48
Miscellaneous	Correctional Cook I	29
Miscellaneous	Correctional Cook II	31
Miscellaneous	County Veterans Service Officer I	43
Miscellaneous	County Veterans Service Officer II	45
Miscellaneous	Custodian II	24
Miscellaneous	Custodian III	26
Miscellaneous	Custodian Supervisor I	30
Miscellaneous	Custodian Supervisor II	34
Miscellaneous	Deputy Public Guardian/Conservator	45
Miscellaneous	Election Clerk II	26
Miscellaneous	Election Clerk III	29
Miscellaneous	Eligibility Specialist I (MSS)	25
Miscellaneous	Eligibility Specialist II (MSS)	29
Miscellaneous	Eligibility Specialist III (MSS)	31
Miscellaneous	Employment & Training Worker I (MSS)	34
Miscellaneous	Employment & Training Worker II (MSS)	37
Miscellaneous	Employment & Training Worker III (MSS)	39
Miscellaneous	Engineering Technician I	37
Miscellaneous	Engineering Technician II	41
Miscellaneous	Engineering Technician III	45
Miscellaneous	Engineering Technician Trainee	33
Miscellaneous	Equipment Mechanic I	44
Miscellaneous	Equipment Mechanic II	47
Miscellaneous	Facilities Maintenance Foreman I	44
Miscellaneous	Facilities Maintenance Foreman II	46
Miscellaneous	Facilities Maintenance Worker I	27
Miscellaneous	Facilities Maintenance Worker II	31
Miscellaneous	Facilities Maintenance Worker III	35
Miscellaneous	Health Education Coordinator I	46
Miscellaneous	Health Education Coordinator II	48
Miscellaneous	Health Educator I	31
Miscellaneous	Health Educator II	35
Miscellaneous	Health Educator III	39
Miscellaneous	Housing Case Worker I	37
Miscellaneous	Housing Case Worker II	39
Miscellaneous	IHSS Public Authority Specialist I	37
Miscellaneous	IHSS Public Authority Specialist II	39
Miscellaneous	Integrated Caseworker I (MSS)	34
Miscellaneous	Integrated Caseworker II (MSS)	37
Miscellaneous	Integrated Caseworker III (MSS)	39
Miscellaneous	Integrated Caseworker Supervisor	41

Miscellaneous	Investigative Assistant I	35
Miscellaneous	Investigative Assistant II	38
Miscellaneous	Kennel Attendant I	26
Miscellaneous	Kennel Attendant II	30
Miscellaneous	Legal Clerk I	25
Miscellaneous	Legal Clerk II	28
Miscellaneous	Legal Clerk III	31
Miscellaneous	Legal Process Clerk I	24
Miscellaneous	Legal Process Clerk II	27
Miscellaneous	Legal Process Clerk III	30
Miscellaneous	Licensed Vocational Nurse I	44
Miscellaneous	Licensed Vocational Nurse II	46
Miscellaneous	Medical Records Clerk I	24
Miscellaneous	Medical Records Clerk II	26
Miscellaneous	Medical Records Clerk III	29
Miscellaneous	MHSA Coordinator	47
Miscellaneous	Nutrition Assistant I	31
Miscellaneous	Nutrition Assistant II	35
Miscellaneous	Office Assistant III (MSS)	24
Miscellaneous	Office Assistant Supervisor I (MSS)	31
Miscellaneous	Office Assistant Supervisor II (MSS)	35
Miscellaneous	Office of Emergency Services Coordinator I	44
Miscellaneous	Office of Emergency Services Coordinator II	46
Miscellaneous	Office Technician II	27
Miscellaneous	Office Technician III	31
Miscellaneous	PHEP/HPP Coordinator I	46
Miscellaneous	PHEP/HPP Coordinator II	48
Miscellaneous	Planner I	41
Miscellaneous	Planner II	46
Miscellaneous	Planner III	50
Miscellaneous	Pretrial Coordinator !	41
Miscellaneous	Pretrial Coordinator II	43
Miscellaneous	Prevention Program Coordinator I	46
Miscellaneous	Prevention Program Coordinator II	48
Miscellaneous	Probation Program Coordinator I	44
Miscellaneous	Probation Program Coordinator II	46
Miscellaneous	Property Appraiser - Aide	33
Miscellaneous	Property Appraiser I	41
Miscellaneous	Property Appraiser II	44
Miscellaneous	Property Appraiser III	47
Miscellaneous	Property Transfer/Map Specialist I	40
Miscellaneous	Property Transfer/Map Specialist II	44
Miscellaneous	Public Health Program Specialist I	37
Miscellaneous	Public Health Program Specialist II	39

Miscellaneous	Recovery Specialist I	40
Miscellaneous	Recovery Specialist II	42
Miscellaneous	Recreation Coordinator I	44
Miscellaneous	Recreation Coordinator II	46
Miscellaneous	Recreation Program Assistant I	30
Miscellaneous	Recreation Program Assistant II	34
Miscellaneous	Revenue Recovery Specialist I	38
Miscellaneous	Revenue Recovery Specialist II	40
Miscellaneous	Road Foreman	50
Miscellaneous	Road Maintenance Worker I	36
Miscellaneous	Road Maintenance Worker II	40
Miscellaneous	Road Maintenance Worker III	44
Miscellaneous	Secretary I	26
Miscellaneous	Secretary II	28
Miscellaneous	Secretary III	30
Miscellaneous	Senior Account Clerk	34
Miscellaneous	Senior Account Clerk (MSS Title: Acctng Technician)	34
Miscellaneous	Senior Legal Clerk	36
Miscellaneous	Senior Road Maintenance Worker	47
Miscellaneous	Shop/Road Foreman	50
Miscellaneous	Social Services Aide (MSS)	34
Miscellaneous	Social Worker I (MSS)	39
Miscellaneous	Social Worker II (MSS)	43
Miscellaneous	Social Worker III (MSS)	47
Miscellaneous	Supervising Child Support Specialist (MSS)	42
Miscellaneous	Supervising Correctional Cook	36
Miscellaneous	Supervising Legal Clerk	40
Miscellaneous	Supervising Medical Records Clerk	35
Miscellaneous	Traffic Control Technician I	43
Miscellaneous	Traffic Control Technician II	45
Miscellaneous	Veteran's Service Representative I	31
Miscellaneous	Veteran's Service Representative II	35
Miscellaneous	Victim Witness Advocate I	34
Miscellaneous	Victim Witness Advocate II	37
Miscellaneous	Victim Witness Coordinator	43
/liscellaneous	Vocational Assistant I	24
Aiscellaneous	Vocational Assistant I (MSS)	24
Aiscellaneous	Vocational Assistant II	26
Miscellaneous	Vocational Assistant II (MSS)	26
Miscellaneous	WIC Coordinator I	46
// liscellaneous	WIC Coordinator II	48

List of Classifications covered by this MOU Safety Classification

Safety Unit	Chief District Attorney Investigator	56
Safety Unit	Deputy Probation Officer I	40
Safety Unit	Deputy Probation Officer II	43
Safety Unit	Deputy Probation Officer III	46
Safety Unit	District Attorney Investigator I	46
Safety Unit	District Attorney Investigator II	49
Safety Unit	District Attorney Investigator III	52
Safety Unit	Reentry Officer I	36
Safety Unit	Reentry Officer II	39
Safety Unit	Reentry Officer III	42
Safety Unit	Welfare Fraud Investigator	46

List of Classifications covered by this MOU Professional

Professional	Ag Biologist/Standards Inspector I	42
Professional	Ag Biologist/Standards Inspector II	46
Professional	Ag Biologist/Standards Inspector III	50
Professional	Assistant County Engineer I	61
Professional	Assistant County Engineer II	65
Professional	Behavioral Health Clinician I	55
Professional	Behavioral Health Clinician II	57
Professional	Certified Public Health Nurse I	60
Professional	Certified Public Health Nurse II	63
Professional	Child Support Attorney I	59
Professional	Child Support Attorney II	65
Professional	Child Support Attorney III	69
Professional	Deputy District Attorney I	59
Professional	Deputy District Attorney II	65
Professional	Deputy District Attorney III	69
Professional	Environmental Health Specialist I	57
Professional	Environmental Health Specialist II	61
Professional	Registered Nurse I	55
Professional	Registered Nurse II	57
Professional	Registered Nurse III	59
Professional	Senior Code Enforcement Officer	49
Professional	Senior Environmental Health Specialist	65
Professional	Social Worker IV-A (MSS)	53
Professional	Social Worker IV-B (MSS)	55
Professional	Social Worker Supervisor I (MSS)	50
Professional	Social Worker Supervisor II (MSS)	57
Professional	Supervising Behavioral Health Clinician	60
Professional	Supervising Behavioral Health Specialist	45
Professional	Supervising Biologist I	54
Professional	Supervising Biologist II	56

Professional	Supervising Certified Public Health Nurse	65
Professional	Systems Support Specialist I	40
Professional	Systems Support Specialist II	44
Professional	Systems Support Specialist III	48
Professional	Systems Support Specialist Trainee	34

					ſ	LONGEVITY STEPS						
5%								10	15	20	25	30
Class Code	Classification	Range/Step	A	В	C	D	E	F	G	Н	1	1
1019-24	Custodian II	24	1,344.00	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91
1035-24	Legal Process Clerk I	24	1,344.00	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91
1037-24	Medical Records Clerk I	24	1,344.00	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91
1070-24 MSS	Office Assistant III (MSS)	24	1,344.00	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91
1068-24	Vocational Assistant	24	1,344.00	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018,91
1078-24 MSS	Vocational Assistant I (MSS)	24	1,344.00	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842,35	1,928.48	2,018.91
1022-25 MSS	Eligibility Specialist I (MSS)	25	1,373.74	1,436.46	1,502.28	1,571,39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07
1034-25	Legal Clerk I	25	1,373.74	1,436.46	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07
1000-26	Account Clerk II	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1071-26 MSS	Account Clerk II (MSS)	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1038-26 MSS	Child Support Assistant I (MSS)	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1019-26	Custodian III	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1021-26	Election Clerk II	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1033-26	Kennel Attendant I	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1033-26	Medical Records Clerk II	26	1,405.20	1,469.47	1,536,94	1,607.81	1,682,20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1057-26	Secretary I	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1068-26	Vocational Assistant II	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760 32	1,842.35	1,928.48	2,018.91	2,113.86
1078-26 MSS	Vocational Assistant II (MSS)	26	1,405.20	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86
1012-27	Facilities Maintenance Worker I	27	1,436.46	1,502.28	1,571,39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35
1035-27	Legal Process Clerk II	27	1,436.46	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35
1041-27	Office Technician II	27	1,436.46	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35
1005-28	Agricultural Technician I	28	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928,48	2,018.91	2,113.86	2,213.58
1034-28	Legal Clerk II	28	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58
1057-28	Secretary II	28	1,469.47	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58
1038-29 MSS	Child Support Assistant II (MSS)	29	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46
1018-29	Correctional Cook I	29	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46
1021-29	Election Clerk III	29	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46
1022-29 MSS	Eligibility Specialist II (MSS)	29	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46
1037-29	Medical Records Clerk III	29	1,502.28	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46
1000-30	Account Clerk III	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25
1071-30 MSS	Account Clerk III (MSS)	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25
1016-30	Client Services Specialist I	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018,91	2,113.86	2,213.58	2,318.25
1020-30	Custodian Supervisor I	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25
1033-30	Kennel Attendant II	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25
1035-30	Legal Process Clerk III	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.29
1054-30	Recreation Program Assistant I	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.29
1057-30	Secretary III	30	1,536.94	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.2
1018-31	Correctional Cook II	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70
1022-31 MSS	Eligibility Specialist III (MSS)	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371,70

								LONGEVITY STEPS				
5%								10	15	20	25	30
Class Code	Classification	Range/Step	A	В	C	D	E	F	G	Н		1
1012-31	Facilities Maintenance Worker II	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70
1027-31	Health Educator I	31	1,571.39	1,643.98	1,720,17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70
1034-31	Legat Clerk III	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162,35	2,264,46	2,371.70
1072-31	Nutrition Assistant I	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70
1039-31 MSS	Office Assistant Supervisor I (MSS)	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70
1041-31	Office Technician III	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264,46	2,371.70
1064-31	Veteran's Service Representative I	31	1,571.39	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065,07	2,162.35	2,264.46	2,371.70
1005-32	Agricultural Technician II	32	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17
1006-32	Animal Control Officer I	32	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17
1038-32 MSS	Child Support Assistant III (MSS)	32	1,607.81	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17
1011-33	Building Inspector Trainee	33	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28
1024-33	Engineering Technician Trainee	33	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28
1050-33	Property Appraiser - Aide	33	1,643.98	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28
1002-34 MSS	Account Clerk Supervisor I (MSS)	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1014-34 MSS	Child Support Specialist I (MSS)	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1016-34	Client Services Specialist II	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1020-34	Custodian Supervisor II	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1023-34 MSS	Employment & Training Worker I (MSS)	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1029-34 MSS	Integrated Caseworker I (MSS)	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1054-34	Recreation Program Assistant II	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1000-34	Senior Account Clerk	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1079-34 MSS	Senior Account Clerk (MSS little Account Technician)	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428,17	2,543.60
1059-34 MSS	Social Services Aide (MSS)	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1066-34	Victim Witness Advocate I	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60
1003-35	Administrative Secretary I	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1082-35	Certified Peer Support Specialist	35	1,720,17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1012-35	Facilities Maintenance Worker III	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1027-35	Health Educator II	35	1,720.17	1,800.22	1,884,24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1031-35	Investigative Assistant I	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1072-35	Nutrition Assistant II	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1039-35 MSS	Office Assistant Supervisor II (MSS)	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484,28	2,602.52
1091-35	Supervising Medical Records Clerk	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52
1064-35	Veteran's Service Representative II	35	1,720.17	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602,52
1087-36	Accounting Technician I (Auditor's Office)	36	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79
1005-36	Agricultural Technician III	36	1,760.32	1,842,35	1,928.48	2,018.91	2,113.86	2,213,58	2,318.25	2,428.17	2,543.60	2,664.79
1006-36	Animal Control Officer II	36	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79
1007-36	Appraiser Technician I	36	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79
1056-36	Road Maintenance Worker I	36	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79
1034-36	Senior Legal Clerk	36	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428,17	2,543.60	2,664.79

							L		LON	25			
5%								10	15	20	25	30	
Class Code	Classification	Range/Step	Α	В	С	D	E	F	G	н	1		
1018-36	Supervising Correctional Cook	36	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	
1003-37	Administrative Secretary I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1009-37	Behavioral Health Specialist I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602,52	2,726.64	
1011-37	Building Inspector I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371,70	2,484.28	2,602.52	2,726.64	
1014-37 MSS	Child Support Specialist II (MSS)	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1017-37	Code Enforcement Officer I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264,46	2,371.70	2,484.28	2,602.52	2,726.64	
1023-37 MSS	Employment & Training Worker II (MSS)	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1024-37	Engineering Technician I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1080-37	Housing Case Worker I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1075-37	IHSS Public Authority Specialist (37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1029-37 MSS	Integrated Caseworker II (MSS)	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1028-37	Public Health Program Specialist I	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1066-37	Victim Witness Advocate II	37	1,800.22	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	
1002-38 MSS	Account Clerk Supervisor II (MSS)	38	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	
1087-38	Accounting Technician II (Auditor's Office)	38	1,842.35	1,928.48	2,018 91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	
1007-38	Appraiser Technician II	38	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	
1031-38	Investigative Assistant II	38	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	
1088-38	Revenue Recovery Specialist I	38	1,842.35	1,928.48	2,018 91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	
1009-39	Behavioral Health Specialist II	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	
1014-39 MSS	Child Support Specialist III (MSS)	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	
1023-39 MSS	Employment & Training Worker III (MSS)	39	1,884.24	1,972.44	2,065.07	2,162,35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.9	
1027-39	Health Educator III	39	1,884.24	1,972.44	2,065.07	2,162,35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.9	
1080-39	Housing Case Worker II	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.9	
1075-39	IHSS Public Authority Specialist II	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	
1029-39 MSS	Integrated Caseworker III (MSS)	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.9	
1028-39	Public Health Program Specialist II	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.9	
1060-39 MSS	Social Worker L (MSS)	39	1,884.24	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.9	
1049-40	Property Transfer/Map Specialist I	40	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.6	
1052-40	Recovery Specialist I	40	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.6	
1088-40	Revenue Recovery Specialist II	40	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.6	
1056-40	Road Maintenance Worker II	40	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.6	
1081-40	Supervising Legal Clerk	40	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.6	
1009-41	Behavioral Health Specialist III	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	
1011-41	Building Inspector II	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	
1017-41	Code Enforcement Officer II	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	
1024-41	Engineering Technician II	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	
1030-41 MSS	Integrated Caseworker Supervisor	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	
1043-41	Planner I	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	
1044-41	Pretrial Coordinator	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.8	

								La sales				
5%								10	15	20	25	30
Class Code	Classification	Range/Step	A	В	C	D	Ε	F	G	н	1	
1050-41	Property Appraiser I	41	1,972.44	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85
1006-42	Animal Services Supervisor I	42	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92
1052-42	Recovery Specialist II	42	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92
1085-42 MSS	Supervising Child Support Specialist (MSS)	42	2,018.90	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.02	2,925.64	3,065.92
1013-43 MSS	Child Support Program Coordinator (MSS)	43	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137,55
1065-43	County Veterans Service Officer I	43	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55
1044-43	Pretrial Coordinator II	43	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55
1060-43 MSS	Social Worker II (MSS)	43	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55
1062-43	Traffic Control Technician I	43	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137,55
1067-43	Victim Witness Coordinator	43	2,065.07	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55
1025-44	Equipment Mechanic I	44	2,113.86	2,213.57	2,318.24	2,428.17	2,543.59	2,664.80	2,792.02	2,925.64	3,065.92	3,213.24
1010-44	Facilities Maintenance Foreman I	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065.92	3,213.23
1036-44	Licensed Vocational Nurse I	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065.92	3,213.23
1040-44	Office of Emergency Services Coordinator I	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065.92	3,213.23
1048-44	Probation Program Coordinator I	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065.92	3,213.23
1050-44	Property Appraiser II	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065.92	3,213.23
1049-44	Property Transfer/Map Specialist II	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065,92	3,213,23
1053-44	Recreation Coordinator I	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.59	2,664.80	2,792.03	2,925.63	3,065.92	3,213.23
1056-44	Road Maintenance Worker III	44	2,113.86	2,213.57	2,318.24	2,428.17	2,543.59	2,664.80	2,792.02	2,925.64	3,065,92	3,213.24
1008-45	Behavioral Health Program Coordinator	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44
1011-45	Building Inspector III	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44
1017-45	Code Enforcement Officer III	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44
1065-45	County Veterans Service Officer II	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44
1076-45	Deputy Public Guardian/Conservator	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288,44
1024-45	Engineering Technician III	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44
1062-45	Traffic Control Technician II	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602,52	2,726,64	2,856.99	2,993.85	3,137.55	3,288.44
1006-46	Animal Services Supervisor II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1083-46	Communications & Equity Coordinator I	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1010-46	Facilities Maintenance Foreman II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1026-46	Health Education Coordinator I	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1036-46	Licensed Vocational Nurse II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1040-46	Office of Emergency Services Coordinator II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1074-46	PHEP/HPP Coordinator I	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1043-46	Planner II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1045-46	Prevention Program Coordinator I	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1048-46	Probation Program Coordinator II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213,23	3,367.89
1053-46	Recreation Coordinator II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213,23	3,367.89
1073-46	WIC Coordinator I	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89
1025-47	Equipment Mechanic II	47	2,264.46	2,371.71	2,484.29	2,602,52	2,726.65	2,856.99	2,993.86	3,137.56	3,288.44	3,446.87

DNCEA/SEIU Local 1021 Miscellaneous Unit Biweekly Salary Schedule - Effective 03/14/2025

								1.45	LO	NGEVITY STE	PS	
5%								10	15	20	25	30
Class Code	Classification	Range/Step	A	В	С	D	E	F	G	Н	1	
1089-47	MHSA Coordinator	47	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87
1050-47	Property Appraiser III	47	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87
1056-47	Senior Road Maintenance Worker	47	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87
1060-47 MSS	Social Worker III (MSS)	47	2,264.46	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87
1083-48	Communications & Equity Coordinator II	48	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89	3,530.31
1026-48	Health Education Coordinator II	48	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213,23	3,367.89	3,530.31
1074-48	PHEP/HPP Coordinator II	48	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89	3,530.31
1045-48	Prevention Program Coordinator II	48	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065,92	3,213.23	3,367.89	3,530.31
1073-48	WIC Coordinator II	48	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89	3,530.31
1043-50	Planner III	50	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83
1055-50	Road Foreman	50	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83
1058-50	Shop/Road Foreman	50	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83

									LOI	NGEVITY STE	PS	
55	%							10	15	20	25	30
Class Code	Classification	Range/Step	A	В	С	D	Ε	F	G	н	1	J
1603-36	Reentry Officer I	36	1,841.87	1,927.81	2,018.05	2,112.79	2,212.27	2,316.73	2,426.41	2,541.57	2,662.49	2,789.44
1603-39	Reentry Officer II	39	1,971.70	2,064.11	2,161.15	2,263.06	2,370.05	2,482.40	2,600.36	2,724.22	2,854.26	2,990.83
1703-40	Deputy Probation Officer I	40	2,018.05	2,112.79	2,212.27	2,316.73	2,426.41	2,541.57	2,662.49	2,789.44	2,922.76	3,062.73
1603-42	Reentry Officer III	42	2,112.79	2,212-27	2,316.73	2,426.41	2,541.57	2,662.49	2,789.44	2,922.76	3,062.73	3,209.72
1703-43	Deputy Probation Officer II	43	2,161.15	2,263.06	2,370.05	2,482,40	2,600.36	2,724.22	2,854.26	2,990.83	3,134.21	3,284.76
1703-46	Deputy Probation Officer III	46	2,316.73	2,426.41	2,541,57	2,662,49	2,789.44	2,922.76	3,062.73	3,209.72	3,364.03	3,526.09
1702-46	District Attorney Investigator I	46	2,316.73	2,426.41	2,541.57	2,662.49	2,789.44	2,922.76	3,062,73	3,209.72	3,364.03	3,526.09
1704-46	Welfare Fraud Investigator	46	2,316.73	2,426.41	2,541.57	2,662.49	2,789.44	2,922.76	3,062.73	3,209.72	3,364.03	3,526.09
1702-49	District Attorney Investigator II	49	2,482.40	2,600.36	2,724.22	2,854.26	2,990.83	3,134.21	3,284.76	3,442.82	3,608.82	3,783.09
1702-52	District Attorney Investigator III	52	2,662.49	2,789.44	2,922.76	3,062.73	3,209.72	3,364.03	3,526.09	3,696.23	3,874.87	4,062.47
1701-56	Chief District Attorney Investigator	56	2,922.76	3,062.73	3,209.72	3,364.03	3,526.09	3,696.23	3,874.87	4,062.47	4,259.43	4,466.24

DEL NORTE COUNTY DNCEA/SEIU Local 1021 Professional Unit Biweekly Salary Schedule - Effective 03/14/2025

									LONGEVITY STEPS				
5%	A CONTRACTOR OF THE PARTY OF TH							10	15	20	25	30	
class Code	Classification	Range/Step	Α	В	С	D	E	F	G	Н		J	
1518-42	Ag Biologist/Standards Inspector I	42	2,018.90	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.02	2,925.64	3,065.92	
1518-46	Ag Biologist/Standards Inspector II	46	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.02	2,925.64	3,065.92	3,213.23	3,367.89	
1518-50	Ag Biologist/Standards Inspector III	50	2,428.17	2,543,60	2,664.79	2,792.02	2,925.64	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83	
1501-61	Assistant County Engineer I	61	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	
1501-65	Assistant County Engineer II	65	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	
1502-55	Behavioral Health Clinician I	55	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	
1502-57	Behavioral Health Clinician II	57	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	
1503-60	Certified Public Health Nurse I	60	3,065,92	3,213.23	3,367.89	3,530.31	3,700.83	3,879.89	4,067.88	4,265.29	4,472.58	4,690.19	
1503-63	Certified Public Health Nurse II	63	3,288.44	3,446.87	3,613.21	3,787.89	3,971,30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	
1504-59	Child Support Attorney I	59	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	
1504-65	Child Support Attorney II	65	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	
1504-69	Child Support Attorney III	69	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	5,539.22	5,810.20	
1506-59	Deputy District Attorney I	59	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163,85	4,366.07	4,578.38	
1506-65	Deputy District Attorney II	65	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	
1506-69	Deputy District Attorney III	69	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	5,539.22	5,810.20	
1507-57	Environmental Health Specialist I	57	2,856.99	2,993.85	3,137,55	3,288.44	3,446.87	3,613,21	3,787.89	3,971.30	4,163.85	4,366.07	
1507-61	Environmental Health Specialist II	61	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	
1509-55	Registered Nurse I	55	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	
1509-57	Registered Nurse II	57	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	
1509-59	Registered Nurse III	59	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	
1519-49	Senior Code Enforcement Officer	49	2,371.70	2,484.28	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	
1510-65	Senior Environmental Health Specialist	65	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	
1511-53 MSS	Social Worker IV-A (MSS)	53	2,602.52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	
1511-55 MSS	Social Worker IV-B (MSS)	55	2,726.64	2,856.99	2,993.85	3,137.55	3,288,44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	
1512-50 MSS	Social Worker Supervisor I (MSS)	50	2,428.17	2,543.60	2,664.79	2,792.02	2,925.64	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83	
1512-57 MSS	Social Worker Supervisor II (MSS)	57	2,856.99	2,993.85	3,137.55	3,288.44	3,446.87	3,613.21	3,787.89	3,971.30	4,163.85	4,366.07	
1502-60	Supervising Behavioral Health Clinician	60	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83	3,879.89	4,067.88	4,265.29	4,472.58	4,690.19	
1514-45	Supervising Behavioral Health Specialist	45	2,162.35	2,264.46	2,371.70	2,484.28	2,602,52	2,726.64	2,856.99	2,993.85	3,137.55	3,288.44	
1080-54	Supervising Biologist I	54	2,664.79	2,792.02	2,925.64	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83	3,879.89	4,067,88	
1080-56	Supervising Biologist II	56	2,792.02	2,925.64	3,065.92	3,213.23	3,367.89	3,530.31	3,700.83	3,879.89	4,067.88	4,265.29	
1517-65	Supervising Certified Public Health Nurse	65	3,446.87	3,613.21	3,787.89	3,971,30	4,163.85	4,366.07	4,578.38	4,801.32	5,035.40	5,281.17	
1515-40	Systems Support Specialist I	40	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	
1515-44	Systems Support Specialist II	44	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213.23	
1515-48	Systems Support Specialist III	48	2,318.25	2,428.17	2,543.60	2,664.79	2,792.03	2,925.63	3,065.92	3,213,23	3,367.89	3,530.31	
1515-34	Systems Support Specialist Trainee	34	1,682.20	1,760.32	1,842.35	1,928.48	2,018.91	2,113.86	2,213.58	2,318.25	2,428.17	2,543.60	

Attachment B Health Care Premium Schedule Effective January 1, 2025

2025 RATE SCHEDULE

EMPLOYEE RATE SCHEDULE: BIWEEKLY

Tier Employee Contribution Employee Only 5% of gross wages Employee + 1 5% of gross wages + \$99.18 Employee + 2 5% of gross wages + \$152.37 Employee + 3 5% of gross wages + \$159.00 Employee + 4 or more 5% of gross wages - \$165.62

COBRA RATE SCHEDULE: MONTHLY

Tier	Enrollee Contribution				
Enrollee Only	\$1.078.14				
Enrollee + 1	\$2,088.96				
Enrollee + 2	\$2,566.32				
Enrollee + 3	\$3,223.20				
Enrollee + 4	\$3,449.64				

RETIREE AGE UNDER 65 MONTHLY RATE

Years of Service	Tier	Retiree Premium \$ 386.06			
10 to 15 years*	Retiree Only				
10 to 15 years*	Retiree + I	\$ 748.89			
10 to 15 years*	Retiree + 2 or more	\$1,127.20			
16 to 20 years	Retiree Only	\$ 257.25			
16 to 20 years	Retiree + 1	\$ 559.76			
16 to 20 years	Retiree + 2 or more	\$ 875.02			
21 to 24 years	Retiree Only	\$ 128.68			
21 to 24 years	Retiree + 1	\$ 343.59			
21 to 24 years	Retiree + 2 or more	\$ 458.83			
25 or more years	Retiree Only	\$ 00.00			
25 or more years	Retiree + 1	\$ 214.91			
25 or more years	Retiree + 2 or more	\$ 344.50			

RETIREE AGE 65 & OVER MONTHLY RATE

Years of Service	Tier	Retiree Premiun			
10 to 15 years*	Retiree Only	\$ 225.00			
10 to 15 years*	Retiree + 1	\$ 439.91			
10 to 15 years*	Retiree + 2 or more	\$555.15			
16 to 20 years	Retiree Only	\$ 200.00			
16 to 20 years	Retiree + 1	\$ 414.91			
16 to 20 years	Retiree + 2 or more	\$ 530.15			
21 to 24 years	Retiree Only	\$ 175.00			
21 to 24 years	Retiree + 1	\$ 389.91			
21 to 24 years	Retiree + 2 or more	\$ 505.15			
25 or more years	Retiree Only	S 150 00			
25 or more years	Retiree + 1	\$ 364.91			
25 or more years	Retiree + 2 or more	\$ 480.15			

*Effective November 1, 2009, employees hired after November 1, 2009 shall not be eligible to continue benefits until they have achieved fifteen (15) years of continuous County service (reference article 9.9 B)

RETIREE AGE 65 & OVER DENTAL ONLY MONTHLY RATE					
YEARS OF SERVICE	TIER	RETIREE PREMIUM			
10 to 15 years	Retiree Only	\$ 60.00			
10 to 15 years	Retiree + 1	\$ 115.00			
10 to 15 years	Retiree + 2 or more	\$ 165.00			
16 to 20 years	Retiree Only	\$ 60.00			
16 to 20 years	Retiree + 1	\$ 115.00			
16 to 20 years	Retiree + 2 or more	\$ 165.00			
21 to 24 years	Retiree Only	\$ 60.00			
21 to 24 years	Retiree + 1	\$ 115.00			
21 to 24 years	Retiree + 2 or more	\$ 165.00			
25 or more years	Retiree Only	\$ 60.00			
25 or more years	Retiree + 1	\$ 115.00			
25 or more years	Retiree + 2 or more	\$ 165.00			

ATTACHMENT C

Health Care Summary Plan Description

The County of Del Norte
Summary Plan
Description Of the
Medical, Prescription & Dental Benefits
Is available on the
County's Employee Intranet site
under the Health & Welfare
Benefits tab

Other Health and Wellness Plan documents may be obtained on the County's intranet site under Human Resources

Questions should be directed to Human Resources