

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF TEHAMA

AND THE

THE REPRESENTATIVES OF THE
TEHAMA COUNTY
PEACE OFFICERS ASSOCIATION

Effective: January 1, 2020 through September 13, 2022

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 14th day of September 2021, to be effective January 1, 2020 except as otherwise provided herein, by and between the representatives of the County of Tehama (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as "County", and the Tehama County Peace Officers Association (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as "Association".

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them; to promote harmony and efficiency to the end that the County, the Association and the general public may benefit therefrom; and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the County.

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I: PREAMBLE

- 1.1. This Memorandum of Understanding supersedes and replaces all previous Memoranda of Understanding between the parties, as well as all previous Minute Orders, Resolutions and Ordinances of the Board of Supervisors in addition to any County departments' rules or policies which are in conflict with this Memorandum of Understanding.
- 1.2. The parties acknowledge the provisions of Chapter 10 (Sections 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.
- 1.3. It is the policy of the County and the Association not to, and neither party will illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of Age (40 and over), Ancestry, Color, Religious Creed (including religious dress and grooming practices), Denial of Family and Medical Care Leave, Disability (mental and physical) including HIV and AIDS, Marital Status, Medical Condition (cancer and genetic characteristics), Genetic Information, Military and Veteran Status, National Origin (including language use restrictions), Race, Sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), Gender, Gender Identity, and Gender Expression, Sexual Orientation or the exercise of rights contained in Sections 3500, et seq., of the Government Code of the State of California.
- 1.4. The County is engaged in rendering services to the public, and the County and the Association recognize their mutual obligation for the continuous rendition and availability of such services.

- 1.5. County employees shall perform loyal and efficient work and service and shall use their influence and best efforts to protect the properties of the County and its service to the public and shall cooperate in promoting and advancing the welfare of the County and in preserving the continuity of its services to the public at all times.
- 1.6. The County and the Association shall cooperate in promoting harmony and efficiency among County employees.
- 1.7. The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The Association agrees that it will follow the procedures as set forth in this Memorandum of Understanding of the bargaining process required by the Meyers-Milias-Brown Act. The Association will make every effort to encourage its members and employees to also use the established procedures, rather than to use any other method or forum such as appeals directly to the news media or the Board of Supervisors for resolution of problems or disputes arising out of this memorandum of Understanding or the bargaining process.

ARTICLE 2: RECOGNITION

The County recognizes the Association as the Exclusive Representative of all employees of the County District Attorney's Office and the Probation Department who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the County for whom the Association is the established exclusive representative.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that the County retains all of its powers and authority to direct, manage and control County operations to the full extent of the law. Further, it is agreed by the parties that County Rights include, by way of illustration and not by way of limitation, the following: a) the full and exclusive control of the management of the County; b) the supervision of all operations, methods, processes and means of performing any and all work; c) the control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces; d) the right to determine the work to be done by employees; e) the right to change or introduce new or improved operations, methods, means or facilities; f) the right to establish budget procedures and financial allocations; g) the right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and reduce work hours of employees; h) the right to suspend, discipline and discharge employees; i) the right to contract out work to be done or services to be rendered; j) the right to transfer work into or out of the bargaining unit; k) the right to otherwise maintain an orderly, effective, and efficient operation.
- 3.2 The County's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules and regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Memorandum of Understanding, and then only to the extent such specific and express terms are in conformance with law.

3.3 It is also agreed and understood that grievances related to this Article, pursuant to Article 7, Grievance Procedures, are solely limited to whether or not the County appropriately reserved its rights. Specifically excluded from the grievance procedure are issues arising out of the exercise by the County of its discretion under this Article, including the facts underlying the exercise of such discretion.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 The parties acknowledge the provisions of Chapter 9.7 (Sections 3300, et seq.) of Division 4 of Title 1 of the Government Code of the State of California and known as the Public Safety Officers Procedural Bill of Rights Act.

4.2 Persons who are named as official representatives of the Association and whose names are filed with the Personnel Director will be permitted access to County property to confer with County employees on matters of employer/ employee relations, but such representatives shall not interfere with work in progress without agreement of Management.

4.3 The County will provide the Association adequate bulletin board space in a location accessible to all employees for the purpose of posting thereon matters relating to official business.

4.4 Any employee, at their request, shall be permitted representation by an Association representative. The foregoing shall apply to reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation.

ARTICLE 5: SECURITY

5.1 The County shall deduct from their wages the regular membership dues of employees who are members of the Association and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.

5.2 Deductions shall be made each pay period and a check for the total monthly deductions shall be submitted to the Association within five (5) working days after the end of each month.

5.3 The form of check-off authorization shall be approved by both the County and the Association.

5.4 Agency shop must be obtained based on an election in accordance with 3502.5(b) of the Meyers-Millias-Brown Act (MMBA).

5.5 The County agrees to deduct PORAC LDF and Association fees from employee paychecks upon their request so long as this deduction does not create any financial cost to the County. The County further agrees to make payment of these deductions in a monthly draft to the Tehama County Peace Officers Association (for all classifications except District Attorney Investigator and District Attorney Investigator I/II) and the

District Attorney Investigator's Association (for the classifications of District Attorney Investigator and District Attorney Investigator I/II).

ARTICLE 6: CONCERTED ACTIVITIES

- 6.1 It is agreed and understood that there will be no strike, work stoppage, slow down, sick-out, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County, hereinafter termed "job action", by the Association or by its officers, agents or members during the term of this Memorandum of Understanding, including compliance with the request of other labor organizations to engage in such activity. Further, it is agreed and understood that the County shall not impose any lockout.
- 6.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees to do so. In the event of a job action or other interference with the operations of the County by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 6.3 It is agreed and understood that any employee violating this Article may be subject to discipline, up to and including termination by the County.
- 6.4 It is understood that in the event this Article is violated, the County shall be entitled to withdraw any rights, privileges or services provided for in this Memorandum of Understanding or in County policy from any employee and/or the Association. The County shall not be required to negotiate on matters of substance as long as the job action continues.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.1 Any grievance which may arise between an employee and the County with respect to the interpretation or application of any of the terms of this Memorandum of Understanding, and with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual regular employee shall be determined by the provisions of this Article. The exclusive remedy for such grievance shall be determined by the provisions of this Article. Probationary employees shall not be entitled to process grievances with respect to a probationary rejection. This shall not, however, prevent a probationary employee from enforcing any other rights under this Memorandum of Understanding. Grievant, as used herein, is defined as an employee or group of employees of the County.
- 7.2 Step One

The initial step in the adjustment of a grievance shall be a discussion between the grievant or their representative and the grievant's immediate management level supervisor, who will answer within fifteen (15) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step

may be taken during the working hours of the grievant.

Notwithstanding the preceding, concerning a grievance resulting from the imposition of disciplinary action, Step One shall begin with the member of management/supervisor immediately above the person who imposed the disciplinary action. Such grievance shall be filed within thirty (30) calendar days of the date of the imposition of discipline.

7.3 Step Two

If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing by either the grievant or their representative to the Division Head, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken within fifteen (15) calendar days of the date of the answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.4 Step Three

If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance, in writing, by either the grievant or his/her representative to the Department Head, who shall, only after consulting with the County Counsel and the Personnel Director, answer, in writing, within twenty (20) calendar days. The third step shall be taken within ten (10) calendar days of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

7.5 Step Four

If a grievance is not resolved in the third step, the fourth step may be referral by the Association to mediation within twenty (20) calendar days of the answer in Step Three. Whenever a grievance is referred to mediation, either party may request that the California State Mediation and Conciliation Service refer a state mediator. The state mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Five shall not occur until a mediator has released the parties from the mediation process.

7.6 Step Five

- a. If a grievance is not resolved in the fourth step, the fifth step may be referral by the Association to arbitration. The fifth step shall be taken within twenty (20) days of the date of the answer in Step Four.
- b. An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the County Personnel Director and Association

Representative are unable to agree on the selection of an arbitrator, they shall request Judicial Arbitration and Mediation Services (JAMS) to nominate five (5) persons to be the arbitrator. The County Personnel Director and Association Representative each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator, and his/her compensation and expenses shall be borne equally by the County and the Association. The County and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At the Association's request and expense, the County shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.

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

7.7 Failure by the grievant or the Association to meet any of the aforementioned time limits will result in forfeiture of the grievance; except, however, that the aforementioned time limits may be extended by mutual agreement. Failure by the County or its representative to meet any of the aforementioned time limits will allow the grievant or the Association, as applicable, to carry the grievance to the next step of the established procedure.

7.8 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Memorandum of Understanding and further provided that the County shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

7.9 A grievant shall in no way interfere with the right of the County to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the grievant shall fulfill or carry out such order, requirement or directive, pending the final decision of the grievance. No management, mediator or arbitrator resolution or decision shall in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

7.10 All documents resulting from the processing of a grievance shall be kept in a separate grievance file and shall not be placed in an employee's personnel file. The Personnel Director will have unrestricted access to a grievance file, at all levels, for the purpose of assuring compliance with the provisions of this Article.

ARTICLE 8: SAFETY

8.1 The County desires to maintain a safe place of employment for County employees. County management shall make all reasonable provisions necessary for the safety of

employees in the performance of their work with the minimum being that required by law.

- 8.2 Regular safety meetings will be held for the purpose of reviewing accidents and preventing the recurrence, eliminating hazardous conditions, familiarizing employees with safe work procedures and applicable State Safety Orders and for training in first aid.

ARTICLE 9: INDUSTRIAL DISABILITY

- 9.1 Vacation and sick leave shall be accrued and group insurance coverage shall be maintained while a regular employee is absent from work as a result of a job related disability and is receiving Workers' Compensation temporary disability compensation as set forth in Section 4850 of the Labor Code of the State of California for the period of such disability, but not exceeding one (1) year.
- 9.2 When an employee must take a leave of absence due to an injury suffered or illness contracted as a result of his or her employment duties with the County, the employee will be entitled to draw industrial injury benefits as provided for in the State Labor Code.
- 9.3 For all benefit levels to which an injured or ill employee is entitled pursuant to provisions of this Article, County paid leave will be coordinated with those benefits, if any, due the employee under the State Labor Code.

If there is an interval between the filing of an industrial injury or illness claim and its acceptance or denial by the County or its worker's compensation administrator, the injured or ill employee will be entitled to draw down accumulated time off, e.g. sick leave, vacation, compensatory time off, or deferred holiday, pending disposition of the claim. Such benefits will be coordinated with those benefits if any due the employee under the State Disability Insurance program. The County and its worker's compensation administrator, if any, will process the claim to acceptance or denial in good faith and in the most legally expeditious manner as is practicable, keeping the injured or ill employee apprised of the claim's status. Once a claim has been accepted, the County will calculate the benefits to which the injured or ill employee would have been entitled pursuant to the provisions of this Article and restore the equivalent in accumulated time off to the employee. The restoration of leave balances will be in the following order: vacation then sick leave, then CTO.

- 9.4 An employee who is injured or ill as a result of county service and who must take an industrial injury leave of absence may choose to draw down accumulated time off as described in this Article. Such benefits will be coordinated with those benefits, if any, due the employee under the Workers Compensation program.
- 9.5 Following exhaustion of all accumulated paid off time, the county will continue the employee's insurance benefit program on the normal premium-sharing formula until the injured/ill employee has been placed in a permanent/stationary status or returns to work, whichever comes first.
- 9.6 Employees opting to coordinate paid time off with the industrial injury payments shall

use sick leave prior to using compensatory time off, vacation, or any other form of county-paid time.

- 9.7 Nothing in this Article will be construed to abridge or be implemented in any manner that is inconsistent with an employee's rights under the state's worker's compensation statutes, rules and regulations, nor does an employee's acceptance of any benefit pursuant to this Article constitute a waiver of any such rights.
- 9.8 An employee who is absent by reason of industrial disability may be returned to work by the County and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the County and in compliance with the Federal and State Disability laws. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The County may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by the physician or physicians approved by the County for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee or to the employee's fellow workers.
- 9.9 Employees receiving non-industrial related injuries or illness, and who file for benefits under the State Disability Insurance Program will be entitled to draw down accumulated time off, e.g. sick leave, vacation, compensatory time off, or deferred holiday until such time that disability claim is accepted. Such benefits will be coordinated with those benefits if any due the employee under the State Disability insurance program. Once a claim has been accepted, the employee may request to continue coordinating benefits in accordance with County practice and choose to restore the equivalent in accumulated time off to the employee. Employees to coordinate paid time off with the State Disability payments shall use sick leave prior to using compensatory time off, vacation, or any other form of county-paid time. The restoration of leave balances will be in the following order: vacation then sick leave, then CTO. Until such time that all accumulated leave has been exhausted, the county will continue the employee's insurance benefit program on the normal premium-sharing formula. Once employee exhausts all accumulated leave, employee may continue the employee's insurance benefit program with the employee paying the full premium.
- 9.10 An employee who is absent by reason of non-industrial disability may be returned to work by the County and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by the County and in compliance with the Federal and State Disability laws. Such employee shall be compensated at the then current rate of pay of the employee's regular classification while engaged in such temporary duties. The County may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by the physician or physicians approved by the County for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee or to the employee's fellow workers. If fitness for duty exam is required by the County, the County will pay expenses associated with required exams.

- 9.11 Employees who have returned to work from a work place industrial injury or illness shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other healthcare provider prescribed for the injury that provides ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until the employee has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.
- 9.12 Employees will use their sick time for any hours exceeding the four (4) maximum the employer will pay. If the injury is industrial and occurred during employment with Tehama County the use of sick leave will not affect the employees' sick leave incentive.

ARTICLE 10: EMPLOYEE STATUS

- 10.1 Employees will be designated as regular or probationary, depending upon the purpose for which they are hired and their length of continuous service with the County.
- 10.2 A regular employee is defined as an employee who has one (1) year or more seniority with the County in full-time employment.
- 10.3 A probationary employee is considered a non-regular employee.
- 10.4 A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he/she becomes eligible. Upon completion of one (1) year of continuous full-time service with the County, a probationary employee shall be given the status of a regular employee. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive workdays.
- 10.5 All promotional appointments will be probationary for one (1) full year. Whenever an employee's promotional appointment is terminated during the probationary period, the employee shall either be returned to the previous classification in which the probationary period was completed or to another classification which is mutually acceptable. At the election of the department head, and with consent from the Personnel Director, a promotional employee may be evaluated and placed in permanent promotional status, from probation, earlier than one (1) year, but at no time earlier than six months.
- 10.6 Reinstatement

An employee who voluntarily separates from the County and is reappointed within one (1) year of the date of termination to the same classification the employee held prior to the separation will have seniority and benefits reinstated on the same basis set forth in Article 14 "Demotion and Layoff". This section does not grant any entitlement to such

reappointment. An employee's reappointment is subject to interview, successful completion of the interview process, and all other required terms and conditions of employment. Any such reappointed employee shall not be subject to a probationary period.

ARTICLE 11: WAGES AND CLASSIFICATIONS

11.1 Initial Salary Placement

Employees shall be paid the wage established for their classification. Upon initial employment to a classification, an employee is normally placed at the lowest wage rate for that classification. However, an employee may be paid a wage rate above the lowest wage rate if circumstances justify it. If, after an employee has started working, the Department Head determines that the employee should have been placed at a higher step, the Board of Supervisors may grant a change in salary step under the following conditions: 1) the request is made to the Board within 60 days of hire; 2) the change is effective upon the first day of the following pay period; and 3) there is no change to the original anniversary date.

11.2 Salary Step Advancement

Upon completion of a full year of employment in paid status, on salary steps 1, 2, 3 or 4, and with a satisfactory or better service at the previous step as documented in the employee's annual performance evaluation, an employee shall be advanced to the next salary step effective the first day following completion of one (1) full year of employment at the previous step. Employees hired by the County on or before December 31, 1991 shall be advanced to salary Step 6 after five full years of service at Step 5.

11.3 Pay Periods

Effective November 1, 2020, pay periods will consist of two (2) regular workweeks (fourteen calendar days) as described in Article 12.2: Hours and Overtime. Wages shall be paid at biweekly intervals on or before the 11th day after the pay period ends. If a payday falls on a holiday or a weekend, then payment shall be made on the preceding workday of the Auditor's Office.

In months with three paychecks, one paycheck will have no fixed deductions taken, such as health premiums, deferred compensation, etc. In months with three paychecks, the applicable employees will not receive the uniform allowance as described in Article 21.2. Three paydays within a month should occur twice a year and according to the Tehama County payday schedule.

11.4 Working Out of Class

a. When an employee is temporarily assigned in writing to work in a higher

classification, he/she shall be paid at the wage rate of the classification to which he/she is temporarily assigned which is next higher to his/her present wage rate, but not more than Step 5 of the temporary classification. However, no employee shall receive more than a fifteen percent (15%) pay rate increase above the employee's regular pay rate while temporarily assigned to the duties of a higher paid classification, including temporary assignments in positions covered under an agreement with a separate bargaining unit. During a period of time an employee is entitled to an out-of-class pay rate, only actual hours worked and holiday hours are to be compensated at the out-of-class pay rate.

- b. When an employee is temporarily assigned to work in a classification lower than his/her regular classification, his/her rate of pay will not be reduced.
- c. Employees assigned to work in the classification of Investigator who are not occupying permanent positions classified as Investigator shall not be eligible for out-of-class pay as a Investigator.
- d. Wages received while working out-of-class are non-pensionable, and considered "temporary upgrade pay."
- e. In accordance with Government Code §20480, no employee may work out-of-class for more than 960 hours in a fiscal year, unless they are filling in for an employee on leave of absence.

11.5 Special Pays

a. POST Certification

- 1) Effective the first day of the pay period following receipt by the Department Head of an employee's Intermediate or Advanced Certificate awarded by the Commission on Peace Officers Standards and Training, an employee will receive an educational incentive wage rate increase of two-and-one-half percent (2.5%) of his/her current wage rate for an Intermediate Certificate or five percent (5%) for an Advanced Certificate. On and after August 1, 2016, the educational incentive wage rate increase for an Advanced certificate shall be seven and one-half percent (7.5%) of their current wage rate.

During that same initial pay period following receipt by the Department Head of an employee's Intermediate or Advanced Certificate, the affected employee will also receive such incentive pay retroactive to the date the employee submitted to POST for approval of such Intermediate or Advanced Certificate (with a copy of such submission provided to the Personnel Department) and contingent upon approval of such POST Intermediate or Advanced Certificate based on submission and that employee is still employed by the County at the time of receipt of the certificate. If submission is not accepted by POST the retroactive date applied would be the date of re-submission that is subsequently approved by POST

- 2) The above wage rate increase shall remain in effect for one (1) full year and shall be continued thereafter from year to year, provided that the employee satisfactorily completes, within each previous year, three (3) college units or forty-five (45) hours of classroom training, or a combination of units and hours, in a law enforcement course or related field, as determined by the Department Head.
- 3) In-service classroom training as provided by the Department Head's Department may be utilized for purposes of this Article.
- 4) Written evidence of attendance and satisfactory completion of training must be provided. Such evidence may be a college degree, transcript, report card or Certificate of Completion or such other documentation acceptable to the Department Head.
- 5) Any employee who fails to complete the required training within any given year shall have his/her wage rate reduced by the amount of the educational incentive pay increase at the end of the year following his/her eligibility. If an employee subsequently completes the required training, the pay increase shall be reinstated on the first day of the pay period following his/her submission to the Department Head of satisfactory documentation supporting the training received.

b. Training

- 1) A Juvenile Detention Facility employee working a day shift normally scheduled to work twelve (12) hours that is scheduled for an eight (8) hour training shall have the option of working four (4) hours the day of the training to make up for the twelve (12) hours. If the employee elects not to work the four (4) hours the employee will be required to use vacation or compensatory time for the four (4) hours.
- 2) An employee working a night shift normally scheduled for twelve (12) hours should only be assigned to training on their normal days off when possible.

c. Shift Differential

Shift differential pay will be paid to employees in the Juvenile Detention Facility who work the 6:00 p.m. to 6:00 a.m. shift. Until and including July 31, 2016, the rate shall be \$5.00 per shift. On and after August 1, 2016, the rate shall be fifty cents (.50) per hour for shift differential, for each hour worked during the 6:00 p.m. to 6:00 a.m. shift.

d. Bilingual

- 1) Employees responsible to provide bilingual services shall receive an increase to their base salary of five percent (5%).
- 2) To qualify for the five percent (5%) increase, an employee must pass a proficiency test. The County shall select and administer, or cause to be administered, a standardized test for all eligible employees.
- 3) The number of employees eligible to participate in this program shall be established annually with the adoption of the County's Position Allocation List.

e. Dog Handlers

During the time an employee is assigned the additional duties of "dog handler", that employee shall receive an increase to base salary of five percent (5%). Employees so assigned shall have no vested rights to such assignment and may be reassigned at the discretion of the Department Head for operational reasons.

11.6 Wage Rates

The classifications of employees represented by this MOU, together with the range assignments respecting each classification are set forth in Exhibit "A" – Range Assignments which is attached hereto and made a part hereof.

- a. Effective November 1, 2020 salaries on Exhibit C will be converted to hourly rates using the following method:
 - 1) For J-12 ranges, monthly salary will be multiplied by twelve (12) to obtain annual rate, and then divided by 2190
 - 2) For any other ranges, monthly salary will be multiplied by twelve (12) to obtain annual rate, and then divided by 2080

Biweekly rates will be based on two regular 40 hour workweeks as defined in Article 12.2. Employees working alternate schedules and overtime under Article 12 will be paid accordingly. Classification Specifications, ranges, and hourly and biweekly rates will be incorporated into the Tehama County Master Salary Schedule document.

- b. The wage rates for each classification in the unit as shown in Exhibit "A", shall be increased by five percent (5%) effective the 1st full pay period following Association ratification and Board adoption., 2021, as shown in Exhibit "B."

ARTICLE 12: HOURS AND OVERTIME

- 12.1 Each employee shall report for work at his/her regularly established headquarters and shall return thereto at the conclusion of the day's work, except as directed by his/her immediate supervisor.
- 12.2 With a meal break near the middle of the shift, a work shift shall normally consist of eight (8) hours. The County may assign employees to work shifts of other lengths if the

work shift format has received prior approval of the, the Department Head and the Board of Supervisors. The work week may begin on any day of the week or at any hour of the day during the work week. The work schedule may be modified from time to time by the County as required by the needs of the service.

12.3 Overtime is defined as a) time worked in excess of the regular work hours of the assigned work shift or b) time worked on a non-work day. Overtime shall be computed to the nearest one-quarter (1/4) hour.

12.4 Overtime compensation shall be paid at a rate equivalent to one-and-one-half (1.5) times the regular rate of pay or, at the employee's option, the employee may receive time off with pay at the rate of one-and-one-half (1.5) hours off for each overtime hour worked. Compensatory time off with pay shall be scheduled as requested by the employee and approved by his/her supervisor. The maximum compensatory time off available for any employee at any time shall be limited to eighty (80) hours. In the event overtime is worked when an employee has the maximum accumulation of compensatory time off, the employee shall be paid for the overtime worked as set forth above. Employees whose employment with the County is terminated for any reason shall, at the time of termination, receive any unused compensation time off previously earned.

12.5 Overtime on Non-workdays

a. Employees who are required to report for work on their non-workdays or outside of their regular hours on workdays shall be paid overtime compensation for the actual time worked, but in no event for less than two (2) hours.

b. On and after August 1, 2016, employees who are required to report for work on their non-workdays or outside of their regular hours on workdays shall be paid overtime compensation for the actual time worked, but in no event for less than three (3) overtime hours of compensation.

c. If an employee who is called out for such work outside of their regular hours on a workday continues to work into their regular hours, he/she shall be paid overtime compensation only for the actual overtime worked. If an employee performs overtime work immediately following the end of their regular shift, he/she shall be paid overtime compensation only for the actual overtime worked.

12.6 Stand by

a. Whenever an employee is required to stand by awaiting duty, the employee shall be compensated for such stand-by time at the rate of two (2) hours pay at the straight time rate for each eight (8) hours of stand-by time.

b. On and after August 1, 2016, whenever an employee is required to stand by awaiting duty, the employee shall be compensated for such stand-by time at the rate of at the rate of three (3) hours pay at the straight time rate for each eight (8) hours of stand-by time.

- c. Whenever an employee on stand-by is subsequently called in to work, the employee shall be compensated therefore as otherwise established in this Article in lieu of stand-by compensation. An employee will not receive the stand-by premium during actual time worked or for any hours paid as overtime. Time spent on stand-by is not considered as time worked for purposes of calculating overtime.

12.7 Juvenile Detention Facility Supervising Counselors rotation

- a. The Juvenile Detention Facility Supervising Counselors will work rotating shifts of four (4) twelve (12) hour shifts and three (3) twelve (12) hour shifts, comprising a fourteen day work period.
- b. The Juvenile Detention Facility Supervising Counselors will work based on a scheduled rotation from days to nights. Management will determine the schedule and consideration will be given to employees with the most seniority and based on the operational needs of the facility. The rotation will occur within every six (6) months for supervisors and every six (6) months for regular employees. Rotating schedules will apply to all employees.

ARTICLE 13: PROMOTION/LATERAL TRANSFER

- 13.1 A promotion is defined to be the movement of a regular employee from a current classification to a higher paying classification. Reclassification does not constitute a promotion under this Section. Promotions within a department, as a result of fulfilling training, licensing, or experience requirements, will be in accordance with the MOU. All recruitments, promotional processes and transfers will be conducted in a manner that recognizes only a candidate's qualifications to perform the work prescribed in the job description.
- 13.2 A lateral transfer is defined as the movement of a regular employee in a classification to another position in the same classification or to a different classification with the same rate of compensation.
- 13.3 An employee in an initial probationary period with the County does not have the right to return to a job classification for which he/she has not successfully completed the probationary period (pursuant to Article 10, "Employee Status") and thus could not be promoted. After recruitment, a probationary employee can be appointed to a higher paying classification but would not have return rights under Article 10 of this MOU.
- 13.4 A regular or probationary employee, without a break in service, shall retain his/her original hire date for computation of vacation accrual and total County seniority. It is not the intention of this section to change the probationary period as described under Article 10.
- 13.5 Following promotion, an employee's compensation will be at the rate provided for in the MOU and at the step of the classification which is at least five percent (5%) higher than the employee's former pay rate. In no event shall an employee be placed at a pay rate higher than 5 or 6 depending upon eligibility for 6 based on their hire date with the

County.

- 13.6 When an employee transfers or is promoted without a break in service from one department to take a position in another County department, the department to which the employee is moving shall accept all of the employee's sick leave and vacation balances. The department in which the employee previously served shall pay off all compensatory time to the employee.

ARTICLE 14: DEMOTION AND LAYOFF

- 14.1 When it becomes necessary for the County to lay off or reduce the work hours of regular employees, the County will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' notice of layoff or furlough. The County is not required to provide probationary, temporary, or non-regular employees with advance notice of layoff.

14.2 Layoffs

- a. Layoff of regular employees shall be in the inverse order of seniority within the classification and department, with the least senior employee being laid off first, as set forth herein. Non-regular employees will be laid off in the order as determined by the Department Head.
- b. After the County has identified those employee positions which are to be abolished or reduced in work hours, the employees occupying such positions will be notified of any options they may have as set forth herein.
- c. A "bumping right" is the right when an employee, when actually facing layoff, may displace an employee with less seniority as described in Section 14.2.4(a).
- d. Regular employees whose positions have been reduced or eliminated must elect one of the following within five (5) days of receipt of the notice:
 - 1) Select a position in the department in a lower or lateral paid classification in which the employee previously had successfully completed the probationary period and which will be vacated by the least senior employee through the bumping process; or
 - 2) Select a vacant position in the department in a lower or lateral paid classification provided the employee is fully qualified to perform the duties of the lower paid classification.
 - 3) Accept reduced work hours, if any exist in the current classification and department; or
 - 4) Elect to be laid off.

- e. Any employee who has been displaced by another more senior employee may be entitled to exercise the options set forth in 14.2(d) above.
- f. Whenever an employee has elected an option other than layoff as set forth in 14.4(d), the option may be implemented immediately as determined by the employee's Department Head in order to avoid a long delay in the layoff and displacement process.
- g. Regular employees who are actually laid off from County service will be given preference in filling future vacancies in the classification and department from which they are laid off for a period of up to two (2) years, providing they keep the Department Head advised of their current address. However, a person declining appointment in the same classification and department will be removed from the re-appointment list after two (2) refusals of re-appointment.
- h. Notwithstanding the provisions of this Article, the Board of Supervisors and the Association may agree to other procedures during the term of this Memorandum of Understanding where it is mutually determined that an alternative is in the best interest of both parties.

14.3 Furloughs

- a. The Board of Supervisors, in its sole discretion, may initiate and approve furlough leaves of absence when financial conditions make it in the best interests of the County to do so.
- b. A furlough leave of absence places an employee of this unit in a leave of absence/non-pay status for a limited and specific period of time. Employee furloughs are subject to the following limitations:
 - 1) No employee may be placed on a furlough leave of absence for more than twenty-four (10) scheduled workdays or shifts in a fiscal year and no more than one (1) furlough day per month. Employees shall be given seven (14) calendar days advance notice of the furlough.
 - 2) The County shall continue to pay its share of health insurance premiums for employees placed on a furlough leave of absence. However, employees shall continue to be eligible to participate in the health insurance program only so long as the employee remits his or her share of premiums on or before the first day of the month to be covered.
 - 3) Sick leave, vacation and seniority shall continue to accrue as if the employee had worked regularly scheduled workdays or shifts.
 - 4) Insofar as possible, employees in the same office or at the same work site shall be furloughed in such a manner so that the number of furlough days for each employee is approximately the same.

- 5) Furlough leave of absence provisions do not apply to employees on workers' compensation leave due to an industrial illness or injury.

ARTICLE 15: LEAVES

15.1 Statutory Leaves

The County of Tehama will grant leaves of absence to qualified employees pursuant to federal, state, and local laws. Employees should refer to the Tehama County Resource Guide on Protected Leaves for additional information and guidance. The County will use a rolling backward method to calculate all statute-based leaves of absence. In accordance with 29 C.F.R. § 825.200(e), the County's transition to the rolling backward method for calculating all statute based leaves of absence will become effective sixty (60) days from the date of approval of this agreement or the date the County provides a written notice to employees of this transition to the rolling backward method, whichever is later.

The rolling backward method of calculating the 12-month period during which 12 weeks of leave may be taken is a "rolling" 12-month period measured backward from the date an employee uses any FMLA and/or CFRA leave. Under the "rolling" 12-month period, each time an employee takes FMLA and/or CFRA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken. If an employee used four weeks beginning February 1, 2017, four weeks beginning June 1, 2017, and four weeks beginning December 1, 2017, the employee would not be entitled to any additional leave until February 1, 2018. However, beginning on February 1, 2018, the employee would be entitled to four weeks of leave, on June 1, 2018 the employee would be entitled to an additional four weeks, etc.

15.2 Leaves Granted by Department Heads

The employee's Department Head shall have discretion to grant a leave of absence to regular employees with at least one (1) year of continuous employment with the County for urgent or substantial reasons. Such leave may either extend an authorized statutory leave or may be granted when statutory leave is not applicable. The leave will be granted for up to a maximum of sixty (60) calendar days, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work.

15.3 Reasonable Accommodation Leave

The Personnel Director, upon consultation with the employee's Department Head (or designee), shall have the discretion to grant an extended leave of absence to employees, for their own serious health condition, when all available statutory leave has been exhausted. This leave shall be granted to employees qualified through the interactive accommodation process (IAP), and in accordance with the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA) and / or Workers'

Compensation regulations.

- 15.4 The conditions under which an employee will be restored to employment following termination of leave of absence shall be clearly outlined in writing by the County in conjunction with granting a leave of absence. Upon an employee's return to work after an approved leave of absence, the employee will be reinstated to the employee's former position and working conditions, so long as the returning employee is able to perform the essential functions of the employee's former position. However, if there has been a reduction in force or the employee's position has been eliminated during said leave, the employee will be returned to a position in the classification the employee would have been in if the employee had not been on a leave of absence. An employee's status as a regular employee will not be impaired by such a leave of absence.
- 15.5 An employee who fails to return to work within three (3) working days of the expiration of the employee's leave of absence shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the County will allow the employee an opportunity to provide the County with the circumstances to make a final determination of employment by way of appealing a finding that the employee had automatically resigned.
- 15.6 An employee on an unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits. Time spent on an unpaid leave of absence, regardless of the designation of the leave, shall not be calculated as service credit.

Monetary payments received from State Disability Insurance (SDI) or Paid Family Leave (PFL) that are coordinated with vacation and/or sick leave benefits shall be calculated as service credit.

15.7 Health Insurance Continuation

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. An employee with less than five (5) years of continuous regular County service who is on a leave of absence beyond any statutory leaves may maintain the County's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis.

An employee with five (5) or more years of continuous regular County service who is on a leave of absence beyond any statutory leaves may maintain the County's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis.

An employee may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date the employee returns to work from the leave of absence in which the employee completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

If an employee is on an unpaid leave of absence, the employee's portion of the

premium must be made directly to the Auditor's Office. The Auditor's Office will notify an employee when they are required to start paying their premiums. Failure to pay the premiums timely will result in cancellation of the employee's health benefits. An employee on a paid leave of absence will have insurance premiums deducted from their paychecks.

15.8 Parental Leave

Each County employee with at least one (1) year of continuous service shall be entitled to one (1) week of paid parental leave for the first week the employee is out of work due to the birth of the employee's child or during the process of adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon the placement of the child in the employee's home.

The maximum paid parental leave for a full-time regular employee shall be up to five (5) consecutive working days not to exceed forty eight (48) hours in one week. Parental Leave will be pro-rated for part-time employees.

Parental leave is a monetary benefit only and leave will run concurrently with all state and federal leaves. The intent is not to extend an employee's leave, only to supplement the waiting period for State Disability Insurance or Paid Family Leave.

15.9 Catastrophic Leave

Please refer to the current county-wide policy regarding Catastrophic Leave.

ARTICLE 16: EXPENSES

16.1 Whenever an employee uses his/her personal automobile for the County's convenience, they will be reimbursed therefore at the rate per mile as established by the Board of Supervisors, but at a rate of not less than the current County approved rate. This section does not apply to employees using their own personal automobile for commuting to and from the assigned worksite.

16.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return to their assigned worksite each day or to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of such assignment provided they board and lodge at places to be designated by the County. This section does not apply to travel to and from the employees' assigned worksite, which is subject to change at any time at the County's discretion.

ARTICLE 17: SICK LEAVE

17.1 Accumulation of Sick Leave

a. Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of 3.7 hours per pay period . Regular part-time employees shall accumulate a prorated amount of sick leave which has the same ratio to the

accumulation rate of the full-time employee as the part-time employee's work hours has to the work hours of full-time employees.

- b. Notwithstanding Section 17.1(a), employees with a sick leave balance greater than, or equal to five hundred (500) hours shall not accrue additional sick leave. When the sick leave balance is reduced to less than five hundred (500) hours, the employee shall accrue sick leave up to five hundred (500) hours. For sick leave that would have been credited to the employee per 17.1(a) but is not because the employee's balance is greater than or equal to five hundred (500) hours, the employee shall receive fifty percent (50%) of the dollar value of the sick leave accrual (based on the hourly rate in effect for the employee at the time of conversion) as a deposit to their deferred compensation account. This benefit shall not be available to the employee as a direct cash payment and shall not be subject to PERS contributions.

17.2 Use of Sick Leave

- a. Except as provided by Section 9.1, sick leave shall be allowed for a non-work related absence due to: a) the inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury or confinement for medical treatment; b) personal medical or dental appointments which are impractical to schedule outside of regular working hours; c) the need of the employee to attend to an immediate family member who is sick or injured, for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only:
 - 1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child.
 - 3) A spouse.
 - 4) A registered domestic partner.
 - 5) A grandparent.
 - 6) A grandchild.
 - 7) A sibling.
- b. If an employee with a sick leave balance greater than five hundred (500) hours uses sick leave per Sections 9.1, 17.2(a) or 18.1, the employee's sick leave balance will be decreased by the hours utilized and any sick leave accrual will be handled per Section 17.1(b). It is the intent of this section that all accruals for an employee with a sick leave balance greater than five hundred (500) hours will be handled per Section 17.1(b), and usage of sick leave will decrease the sick leave

balance.

- 17.3 To the extent permitted by law, management has sole discretion to require a doctor's certification or other reasonable satisfactory evidence of sickness or disability in order for the employee to receive an excused absence from work and before payment for sick leave will be made. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. The County may require an employee returning to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by the County for the purpose of determining that such employee is physically fit and able to perform the duties of their former position without hazard to himself/herself, to their fellow employees. Such examination or examinations shall be at the sole expense of the County.
- 17.4 If a holiday which an employee is entitled to have off with pay occurs on a work day during the time an employee is absent on sick leave, he/she shall receive pay for the holiday as such and it shall not be counted as a day of sick leave.
- 17.5 All employees are eligible to participate in the sick leave incentive program. For employees who were not employed for the entire prior fiscal year, payments under 17.5a and 17.5b will be prorated based on actual County service. Eligible employees may qualify for one of the following financial incentives:
- a. In December of each year each current employee who has used no more than twenty-four (24) hours of sick leave in the previous fiscal year will receive a payment of two-and-one-half percent (2.5%) of the employee's base annual salary as of December 1st, only upon the written assurance by the Department Head that the employee's performance is satisfactory; OR
 - b. In December of each year, each current employee who has used no more than forty (40) hours of sick leave in the previous fiscal year will receive a payment of one percent (1%) of the employee's base annual salary as of December 1st, only upon the written assurance by the Department Head that the employee's performance is satisfactory.
- 17.6 Unused Sick Leave
- a. Upon Public Employees' Retirement System (PERS), Social Security retirement or upon the death of an employee, the sick leave balance of an employee with less than twenty (20) years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty percent (50%) of the value of the sick leave remaining, if any.
 - b. After twenty (20) years of County service and upon Public Employees' Retirement System (PERS), Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty percent (50%) of the value of the employee's sick leave balance.
 - c. Regardless of date of hire, should an employee die as a direct result of an

incident or event which occurs in the course and scope of the employee's duties, the employee's sick leave balance shall be paid in full to the employee's estate with no adjustments as described in 17.6 (a), (b).

- d. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to, or less than, two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

ARTICLE 18: BEREAVEMENT LEAVE

- 18.1 The County will pay an employee for up to twenty-four hours of paid leave for bereavement purposes per occurrence. In addition, regular and probationary employees who are absent from work due to the death of a member of the employee's immediate family may receive compensation from accumulated sick leave benefits, if any, at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty eight (48) hours per occurrence. Employees having insufficient sick leave balances, who have a need for bereavement leave, will be granted a leave of absence without pay, not to exceed forty-eight (48) working hours. (Employees, at their option may use available vacation or compensatory time off in lieu of leave without pay with management approval.) For purposes of this Section, "Immediate family" includes only the employee's spouse, child, parent, step-parent, brother, brother-in-law, sister, sister-in-law, step-sibling, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, the other parent of the employee's child, aunt, uncle, foster child, foster parent, niece, nephew, registered domestic partner and any child or close relative/person who resided with the employee at the time of death.
- 18.2 The County shall exclude Bereavement time reported as sick leave for purposes of determining eligibility for Sick Leave Incentive payments.

ARTICLE 19: HOLIDAYS

- 19.1 Regular and probationary employees, except as otherwise provided herein, shall be entitled to have the following holidays off with pay:
 - a. January 1, known as "New Year's Day"
 - b. The third Monday in January, known as "Dr. Martin Luther King, Jr.'s Birthday"
 - c. February 12, known as "Lincoln's Birthday"
 - d. The third Monday in February, known as "Presidents' Day"
 - e. The last Monday in May, known as "Memorial Day"
 - f. July 4, known as "Independence Day"
 - g. The first Monday in September, known as "Labor Day"
 - h. The second Monday in October, known as "Columbus Day"
 - i. November 11, known as "Veterans' Day"

- j. The fourth Thursday in November, known as "Thanksgiving Day"
- k. The Friday after Thanksgiving Day
- l. December 25, known as "Christmas Day"
- m. The last workday before Christmas Day or the last workday before New Year's Day, as mutually agreed upon between the department head or designee and the employees. If no agreement is reached, the department head will make the determination.
- n. Full-time employees shall have one (1) personal holiday (10 hours) added to their vacation balance in the first full pay period commencing on or after each July 1. Part-time employees shall be granted a prorated amount which has the same ratio to hours as the employee's regularly scheduled work hours have to full-time work hours.

If the foregoing holidays fall on a Sunday, the following Monday will be observed as the holiday, except by those employees regularly scheduled to work on Sunday, who will then observe the holiday on the actual Sunday on which it falls. If any of the foregoing holidays fall on a Saturday, the preceding Friday will be observed as the holiday, except by those employees regularly scheduled to work on Saturday, who will then observe the holiday on the actual Saturday on which it falls.

- 19.2 Notwithstanding the foregoing, employees assigned to the Juvenile Detention Facility may be scheduled to work on holidays, in which event any such employee will be compensated therefore at the regular rate of pay for all time worked on such days, except as otherwise provided herein. In addition to the regular compensation, the employee shall receive holiday pay in the form of an additional eight (8) hours of pay, or at the Department Head's option, such employees may have eight (8) hours added to their vacation balance in lieu of holiday pay.

Employees who are required to report for work on a holiday that is a non-workday shall receive holiday pay in the form of an additional 8 hours of pay, or at the Department Head's option, employees may have 8 hours added to their vacation balance in lieu of holiday pay.

- 19.3 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, he/she shall not receive pay for the holiday.

ARTICLE 20: VACATIONS

20.1 Vacation Accrual

- a. Regular and probationary full-time employees of the County shall accrue vacations with pay as follows: Regular part-time employees shall accrue vacations in a prorated amount which has the same ratio to the amount accrued by full-time employees as the part-time employee's work hours have to the full-time employees' work hours.
- b. From the date of employment through the fourth (4th) year of employment, 3.7 per pay period.
- c. From the beginning of the fifth (5th) year of employment through the tenth (10th)

year of employment, 5.54 hours per pay period.

- d. From the beginning of the eleventh (11th) year of employment through the nineteenth (19th) year of employment, 6.47 hours per pay period.
- e. From the beginning of the twentieth (20th) year of employment and thereafter, 6.93 hours per pay period.

20.2 Vacation cannot be accrued while an employee is in a non-pay status.

20.3 Except as otherwise provided, vacations will be scheduled throughout the calendar year, as approved by management. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period. If the senior employee splits the employee's vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply to one (1) period in that calendar year prior to all other employees being given consideration in the selection of their first choice of vacation period.

20.4 The County shall not require an employee to take his/her vacation in lieu of sick leave or leave of absence on account of illness.

20.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on vacation, he shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.

20.6 A maximum of two hundred forty (240) hours of vacation allowance may be accumulated as of December 31st each year. The Auditor, annually, will review each employee's vacation record and should an employee's accumulation of vacation exceed two hundred forty (240) hours on December 31st of any year, no vacation will be earned or credited until the accrual equals two hundred forty (240) hours or less.

If, as a result of County necessity an employee is unable to take a scheduled vacation which results in the employee exceeding the December 31st maximum accrual limit, the employee's Department Head shall inform the Board in writing. The Board, at its discretion, may allow the employee to temporarily exceed the limit, authorize payment of vacation hours to the employee for the hours in excess of two hundred forty (240) hours, or a combination of the two.

No employee separating from County employment shall have a vacation accrual in excess of three hundred ten (310) hours. It shall be the employee's responsibility to have the vacation accrual down to a limit of three hundred ten (310) hours at time of separation. Any hours in excess of three hundred ten (310) at time of termination shall be paid at a rate of one dollar (\$1.00) per hour. Should a situation develop out of the control of the employee whereby the excess vacation days cannot be scheduled or taken, the Board of Supervisors may, at its discretion, either extend the employee's termination date and place the employee on paid vacation until the accrual is at three hundred ten (310) hours or pay the employee for the excess hours at their regular pay rate.

- 20.7 Employees whose employment with the County is terminated for any reason shall, at the time of termination, receive compensation for any unused vacation days previously earned.
- 20.8 After an employee has completed five (5) years of County service, the employee may request and be granted compensation in lieu of time off for up to forty (40) hours of accumulated vacation per year, as set forth below. The provisions of this section shall not be subject to the grievance procedure.

Requests under this section may be made as follows:

- a. During the 2016 calendar year, an employee may request compensation in lieu of up to 40 hours of accumulated vacation once during this timeframe.
- b. Beginning with the 2017 calendar year, any employee who has completed five (5) years of County service may elect to pre-designate an irrevocable cash-out of up to forty (40) hours of vacation for the upcoming calendar year. Requests under this section must be made prior to the end of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 31, 2016).

Such requests will be subject to the following:

- a. Any employee utilizing this provision will be required to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned. Cash-outs for hours accrued in prior years are not allowed.
- b. An employee who elected to receive the cash-out as set forth in section (a) above, may request the cash-out at any time in the designated calendar year once the employee has accrued forty (40) hours of vacation in the calendar year of the cash-out. Employees may only request one cash-out of the designated hours per calendar year.
- c. For employees who have pre-designated cash-out amounts and who have not requested the cash out by December 1st of that calendar year, payroll will automatically cash out the pre-designated amount (or maximum available amount) by the last paycheck of the calendar year.
- d. Payroll will complete the cash out provided that the requested cash out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash out is not available at the time of the cash out request, the maximum available will be paid.
- e. Employees who elect not to pre-designate a cash out by the deadline (December 31st of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation leave in the current calendar year.

ARTICLE 21: UNIFORMS

21.1 The County shall make available to all members of the Association such safety equipment described in Government Code section 50081 as is legally required or is otherwise specified by Department Head in their discretion. Such equipment shall remain the property of the County. Such safety equipment shall not include uniforms as described in Section 21.2.

21.2 Uniform Allowance

- a. Each regular status employee in the classifications of Deputy Probation Officer I, II, III or IV, Corrections Counselor, Supervising Corrections Counselor, Juvenile Detention Facility Counselor I or II, or Supervising Juvenile Detention Facility Counselor who is required to wear or maintain a uniform as a condition of employment shall receive a uniform allowance of four-hundred eight dollars (\$408.00) per year effective August 1, 2016 as set forth herein. Payments shall be made as follows:
 - 1) For employees hired on or before August 1, 2016 in the classifications listed in Section 21.2, each employee shall receive \$17.00 per pay period from August 1, 2016 through June 30, 2017 to offset replacement and maintenance costs of uniforms. In July 2017, and each July thereafter, each such employee shall receive a \$408.00 advance payment for the uniform allowance for the following fiscal year.
 - 2) For employees hired after August 1, 2016, upon initial appointment with the Probation Department each newly hired employee in classifications listed in Section 21.2 shall receive a \$204.00 advance payment to help offset the initial expense of uniform purchases. Six months following initial appointment, the employee shall receive \$17.00 per pay period to offset replacement and maintenance costs of uniforms. This payment shall continue until the employee qualifies for annual advances as described in this paragraph. In July following completion of one year of service, and each July thereafter, each employee shall receive a \$408.00 advance payment for the uniform allowance for the following fiscal year.
- b. Should an employee who has received an advance payment separate from County service or transfer to a classification which does not qualify for a uniform allowance, the County shall be reimbursed an amount equal to thirty four dollars (\$34.00) for each full calendar month remaining in the fiscal year, as measured from the date of separation.
- c. The County and Association agree to form a committee within one year to write and implement a Dress Code Policy for employees who are required to wear a uniform. Committee members will be the Chief Probation Officer, the Personnel Director and one representative from the Association.

ARTICLE 22: EMPLOYEE EVALUATIONS

22.1 Each employee shall be evaluated, in writing, by their supervisor at least once each year. The supervisor shall discuss the evaluation with the employee and shall provide

the employee a copy of the written evaluation. The employee shall have the right to respond to negative evaluations.

22.2 Probationary employees shall be evaluated at least three (3) times prior to attaining regular status and as often as needed, as determined by the County.

22.3 An employee who disagrees with the evaluator's statements or conclusions with respect to the employee evaluation report shall have the right to review such evaluation report with the Department Head and, upon request, shall have the right to have an Association representative present.

ARTICLE 23: EMPLOYEE DISCIPLINE

23.1 The County has the right to take appropriate disciplinary action against employees, including but not limited to, written reprimand, suspension without pay, reduction in compensation, retention on the same step of the salary schedule, transfer, demotion and discharge. It is understood by both parties, that Administrative Leave is not considered discipline, thus is non-discretionary in nature and may be used accordingly.

23.2 Cause for Disciplinary Action

a. Disciplinary action shall be taken only for reasonable cause.

b. Causes for discipline are included but not limited to:

- 1) Conviction of any criminal act amounting to a felony which affects employment;
- 2) Falsification of information contained in the application for employment or regarding any condition of employment;
- 3) Theft or misappropriation of County property or property of others for personal gain;
- 4) Dishonesty in performance of duties
- 5) Insubordinate acts, including but not limited to:
 - A) Refusal to follow a reasonable and lawful order;
 - B) Refusal to perform the job as required;
 - C) The use of abusive language toward supervisors or fellow employees;
- 6) Introducing, possessing (for illegal use or sale) or using mind altering (legal or illegal) narcotics that would inhibit employee from performing essential functions of position, alcoholic beverages, or illegal substances while at work or while during work hours or reporting to work under the

influence of such drugs, narcotics or alcohol;

- 7) Introducing, possessing, or using illegal drugs during duty or non-duty hours.
- 8) Reporting to work under the influence of any chemical substance which impairs an employee's ability to adequately perform the essential job duties and functions;
- 9) Willful violations of rules and regulations, including new rules or regulations made know to employee (including but not limited to gross misinterpretation or failure to learn such rules and regulations within a reasonable period of time);
- 10) Absence without leave or excessive absence and/or tardiness without prior approval of the supervisor and notification to the supervisor within thirty (30) minutes of the start of the employee's work day or as soon as possible thereafter;
- 11) Misuse of County time and resources;
- 12) Selling and/or soliciting by employees on County premises if specifically instructed not to by Supervision.
- 13) Willful or deliberate interference with another employee's ability to perform their job duties;
- 14) Requesting sick leave or workers' compensation benefits when not ill or injured, nor entitled to such benefits.
- 15) Incompetence or inefficiency in work performance.

23.3 Oral reprimands are not grievable or subject to the disciplinary process.

23.4 A regular status employee will be provided all due process rights under the Skelly v. State Personnel Board decision prior to the imposition of discipline. The County shall serve personally on the employee, or mail to the employee's last known address by registered mail, a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of all documents and evidence proposed to be used against the employee and relied upon in arriving at the decision to discipline, to the extent required by law. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the right to respond to such charges and the right of representation. Without consent of the employee, such hearing shall not be held less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within five (5) calendar days of service of the notice shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the Department Head, or another neutral hearing officer, shall hear the appeal and shall notify the employee in writing of the disposition of the appeal. A regular status employee who has appealed the imposed discipline by the

department head shall begin at Step Four of the grievance procedure.

- 23.5 No material shall be placed in an employee's personnel file without his/her knowledge. Any employee, at his/her request, shall be permitted to review his/her own personnel file and to add any pertinent comments. The file may not, however, be removed from the County office.

ARTICLE 24: MISCELLANEOUS

- 24.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform his/her regular duties will be paid for the time lost at his/her regular rate of pay providing the employee assigns the jury duty pay, less expenses, to the County.
- 24.2 The County will establish a Study Committee of County management and representatives of the Association to study and report back options to employees' career training.
- 24.3 A regular or probationary employee who is unable to perform the employee's regular duties as a result of a subpoena as a non-party witness in a court proceeding will be paid for time lost at the employee's regular rate of pay, providing the employee has either waived or remitted to the County the fee for service as a witness and provided further that the employee has notified his/her immediate supervisor as soon as practicable after receipt of the subpoena of the employee's decision to either waive the witness fee and receive wages or receive the witness fee and forego wages.
- 24.4 The parties agree to a reopener during the term of this agreement to meet and confer on details of county provided vehicles to employees to ensure compliance with the IRS for any tax consequences.
- 24.5 The parties agree to a reopener during the term of this agreement to meet and confer on possible implementation of an educational incentive for the Deputy Probation Officer, Corrections Counselor, Supervising Corrections Counselor, Juvenile Detention Facility Counselor, and/or Supervising Juvenile Detention Facility Counselor classifications. The County shall not be obligated to implement an educational incentive hereunder if agreement is not reached through the meet-and-confer process. Nothing within the purview of this Section 24.5 may be subject to the Grievance and Arbitration procedure found in Article 7 of this Agreement.

ARTICLE 25: EMPLOYEE BENEFIT PROGRAMS

- 25.1 Retirement Plan
- a. All regular and probationary employees are covered by the State of California Public Employees' Retirement System program, integrated with Social Security, pursuant to an existing contract with the California Public Employees' Retirement System (CalPERS).
 - b. The defined benefit retirement formula for "classic employees" within this bargaining unit, as defined in the California Public Employees' Pension Reform

Act of 2013 (PEPRA) and CalPERS guidance, is 3% @ 55.

- c. The defined benefit retirement formula for “new employees” within this bargaining unit, as defined in PEPRA and CalPERS guidance, is 2.7% @ 57.
- d. The County will not pay any portion of the required CalPERS member contribution on behalf of any “classic employee” in the bargaining unit; each “classic employee” shall pay the entire required CalPERS member contribution set forth under Government Code section 20671 et seq. (i.e., nine percent (9%) of the employee’s salary subject to CalPERS contributions), on a pre-tax basis. Such contributions by the employee shall be credited to the employee’s account.
- e. In accordance with Government Code section 7522.30, "new employees" shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his/her defined benefit plan, as determined annually by CalPERS. The County will not pay any portion of this contribution on behalf of the employee.
- f. Retirement: As of July 1, 2003, the County amended the PERS retirement contract to so that individuals who qualify for Military Service Credit (Government Code Section 21024) can elect to buy back time at their own expense.

25.2 Group Insurance

- a. All regular employees and all probationary employees are eligible to participate in a group insurance benefit program, effective the first day of the month following the first full month of employment. Effective January 1, 2006, the County shall continue to contribute an amount equal to 80% of the average premium cost of the County-sponsored group insurance plans (based on the adopted rate structure(s)) per month towards each employee's County-sponsored health plan premium. Any remaining cost shall be paid by the employee by automatic payroll withholding. Under no circumstances will the County pay more than the actual cost of the coverage selected. Employees who work less than full-time will be responsible to pay a pro-rated premium which will be calculated using the same ratio as the part-time employee's work hours have to the full-time employees' work hours.
- b. Any employee with a minimum of five (5) or more years of County service who goes directly from active employment to retirement under the Public Employees' Retirement System (PERS) may continue to participate in the employer-sponsored health insurance program provided the employee pays all the premium costs for the benefit.
- c. The County may, at its discretion, change insurance carriers, claims administrators, or the benefit structure of the group health insurance program provided that overall benefits and premiums remain the same as the previous benefits and premiums. The Association agrees to appoint two (2) representatives to the Health Insurance Advisory Committee whose responsibility it is to review proposed changes to the group insurance benefits and provide

input to the County.

- d. All regular and probationary employees who qualify to participate in the employer-sponsored group health insurance program may elect to participate in the County's "Premium Only" Section 125 benefit program that permits pre-tax benefits for employees' group health insurance premium contributions.
- e. The County and the Association agree to a reopener and to meet and confer in good faith at any time during the term of the Memorandum of Understanding that either party may deem reasonably necessary or appropriate to implement the Affordable Care Act (ACA), or the federal or state regulations or guidance related thereto.

25.3 Life Insurance

The County agrees to provide life insurance in the amount of \$30,000 for those employees who participate in the County's group health insurance package, effective July 1, 2013, or as soon as practicable thereafter.

25.4 Deferred Compensation

- a. The County agrees to provide access to two (2) Internal Revenue Code Section 457 deferred compensation plans.
- b. While the County maintains the discretion to change deferred compensation plans and providers so long as the basic options and benefits remain unchanged or are enhanced, the County will, at the Union's request, meet and confer with the Union prior to actually changing plans or providers. The County agrees to meet and confer with the Union should there be any reduction in or addition to the number of IRC 457 plans available to employees.
- c. For a bargaining unit employee who contributes a minimum of twenty five dollars (\$25) per month, the County will contribute a matching deposit ranging from twenty-five dollars (\$25) per month up to a maximum of sixty dollars (\$60) per month for an employee who contributes to an Internal Revenue Code Section 457 deferred compensation plan.

ARTICLE 26: SAVINGS PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction or are held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 27: EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood and agreed that the specific provisions contained in this Memorandum of Understanding shall prevail over County practices and procedures to the extent of a conflict, and over State laws to the extent permitted by State law.

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ARTICLE 28: EMERGENCY PROVISION

The County retains its right to amend, modify or rescind Minute Orders, Resolutions, Ordinances, policies, regulations and practices referred to in this Memorandum of Understanding in cases of emergency. For the purposes of this Article, an "emergency" is defined as an act of God, war, natural or manmade disaster or other serious occurrences which interfere with the normal operations of the County.

ARTICLE 29: ENTIRE AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding (MOU) fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. During the term of this Agreement, the parties waive and relinquish the right to meet and confer over the subject matter specifically referred to or covered in this Agreement. The parties, for the term of this Agreement, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this Agreement. In the event the County proposes a change in any practice, subject, or matter which is within the scope of bargaining and is not covered by this Agreement, the County will give the Association advance written notice of the proposal and will, upon request of the Association, meet and confer with the Association concerning the proposal. Such meet and confer negotiations shall be conducted in accordance with the applicable provisions of the Meyers-Milias-Brown Act (Government Code sections 3500 et seq.) and the County's then-current Employer-Employee Relations Resolution.

ARTICLE 30: TERM

- 30.1 This Memorandum of Understanding shall take effect January 1, 2020, except as otherwise provided herein, and shall remain in full force and effect until September 13, 2022. Thereafter, the parties' rights and obligations shall be governed by the applicable provisions of the Meyers-Milias-Brown Act. Provided, however, that this Memorandum of Understanding shall only become effective with approval of the Board of Supervisors of Tehama County. Notwithstanding the foregoing, however, either party may, at any time by giving written notice to the other, reopen negotiations on the subject of changing the employee's group insurance benefit program, insurance carrier, claims administrator and/or benefit structure.
- 30.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice; and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 30.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each party.

EXHIBIT A

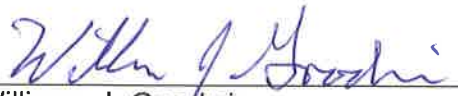
CLASSIFICATION TITLE	SALARY RANGE
CORRECTIONS COUNSELOR	55
DEPUTY PROBATION OFFICER I	56
DEPUTY PROBATION OFFICER II	59
DEPUTY PROBATION OFFICER III	62
DEPUTY PROBATION OFFICER IV	66
DISTRICT ATTORNEY INVESTIGATOR I	70
DISTRICT ATTORNEY INVESTIGATOR II	72
JUVENILE DETENTION FACILITY COUNSELOR I	49
JUVENILE DETENTION FACILITY COUNSELOR II	53
SUPERVISING CORRECTIONS COUNSELOR	62
SUPERVISING DETENTION FACILITY COUNSELOR	59

EXHIBIT B
PEACE OFFICERS ASSOCIATION
SCHEDULE OF HOURLY WAGE RATES
EFFECTIVE SEPTEMBER 26, 2021
5% ADJUSTMENT

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
49	18.75	19.68	20.67	21.74	22.83	24.01
50	19.22	20.18	21.20	22.28	23.42	24.59
51	19.68	20.67	21.72	22.83	23.97	25.20
52	20.18	21.20	22.28	23.42	24.59	25.84
53	20.67	21.74	22.83	24.01	25.20	26.48
54	21.20	22.28	23.42	24.59	25.84	27.14
55	21.74	22.83	24.01	25.20	26.49	27.84
56	22.28	23.42	24.59	25.84	27.14	28.51
57	22.83	23.97	25.20	26.48	27.83	29.22
58	23.42	24.59	25.84	27.14	28.51	29.96
59	24.01	25.21	26.49	27.84	29.22	30.70
60	24.59	25.84	27.14	28.52	29.96	31.49
61	25.20	26.48	27.83	29.22	30.70	32.27
62	25.84	27.14	28.51	29.96	31.49	33.08
63	26.48	27.84	29.22	30.70	32.27	33.88
64	27.14	28.51	29.94	31.48	33.06	34.73
65	27.83	29.22	30.70	32.27	33.88	35.63
66	28.52	29.96	31.49	33.08	34.74	36.50
67	29.22	30.70	32.27	33.89	35.63	37.41
68	29.96	31.49	33.06	34.73	36.48	38.36
69	30.70	32.27	33.88	35.63	37.41	39.33
70	31.49	33.08	34.74	36.50	38.36	40.29
71	32.27	33.88	35.63	37.41	39.33	41.28
72	33.06	34.73	36.48	38.36	40.29	42.33

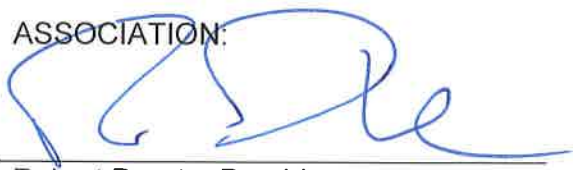
IN WITNESS THEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

COUNTY:



Williams J. Goodwin
Chief Administrator

ASSOCIATION:

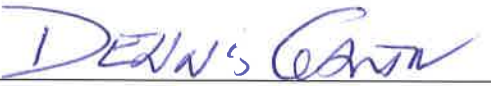


Robert Duarte, President
Peace Officers Association



Edward McCullough, Vice President
Peace Officers Association

APPROVED:



Dennis Garton, Chair
Board of Supervisors

APPROVED AS TO FORM:



Margaret Long
County Counsel