

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE REPRESENTATIVES OF THE  
COUNTY OF TEHAMA**

**AND**

**THE REPRESENTATIVES OF THE  
TEHAMA COUNTY  
LAW ENFORCEMENT MANAGEMENT  
ASSOCIATION**

effective  
January 1, 2019 through August 31, 2022

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## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 21st day of December, 2021, to be effective January 1, 2019 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 the County, and the representatives of the Tehama County Law Enforcement Management 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 the 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 1: 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 which are in conflict with this Memorandum of Understanding. All conflicting Minute Orders, Resolutions and Ordinances shall be rescinded or modified to be consistent with this Memorandum of Understanding.
- 1.2 The parties shall comply with 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 race, religion, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, age (40 and over), religious creed, sex, color, national origin, sexual orientation, denial of Family and Medical Care Leave, or the exercise of rights contained in Sections 3500, et seq., or the Government Code of the State of California.
- 1.4 Without waiver of any constitutional or statutory rights, County employees shall continue to perform loyal and efficient work and service and shall continue to 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 service to the public at all times.

- 1.5 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 and the County agree that they will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milias-Brown Act. The Association will make a good faith effort to persuade its members to also use the established procedures, rather than to use any other method or forum for resolution of problems or disputes arising out of this Memorandum of Understanding or the bargaining process prior to the conclusion of the established procedures. The foregoing shall not be construed as impairing any employee's constitutional rights.

## **ARTICLE 2: RECOGNITION**

The County recognizes the Association as the Exclusive Representative of all employees of the County who hold a classification listed on Exhibit "A" of this Memorandum of Understanding, who are regularly scheduled to work one-half time or more. Excluded from this unit of employees are all elected officials, unrepresented confidential employees, extra-help employees, employees regularly scheduled to work less than half time and employees who are members of other recognized bargaining units. 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 Subject to applicable provisions of law and this Memorandum of Understanding, 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, 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 consistent with past practices and job descriptions; (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 in accordance with Government Code Sections 3300 through 3311.PR; (i) the right to contract out work to be done or services to be rendered consistent with past practices or after evaluating costs and consulting with the Association; (j) the right to transfer work into or out of the bargaining unit consistent with past practices; (k) the right to otherwise maintain an orderly, effective and efficient operation. Both parties acknowledge and agree that the Board of Supervisors may, at their discretion, adopt and amend ordinances, resolutions and minute orders that delegate to Department Heads and/or others the exercise of Management Rights.

- 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 exercised its rights.

#### **ARTICLE 4: ASSOCIATION RIGHTS**

- 4.1 Official representatives of the Association 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 the Board of Supervisors. Official representatives of the Association who are also County employees shall be permitted to leave their normal County duties in order to engage in official Association business, providing that the employee's absence does not create an unreasonable burden on the County and the employee receives advance permission from the Board of Supervisors prior to leaving the normal County duties.
- 4.2 Prior to each general bargaining session, the Association representatives shall be allowed up to three (3) hours of bargaining preparation time with pay. For the purpose of engaging in the meet and confer process, the Association shall have the right to up to three (3) Association representatives being absent from their normal duties while formally meeting and conferring without loss of compensation. Whenever it becomes necessary for a County employee to represent another employee as an Association representative during the processing of a grievance, one representative of the Association may be absent from duties while officially presenting the grievance to County management without loss of compensation.
- 4.3 All other Association business not specifically covered in Section 4.2 above shall be conducted during employee's non-duty hours or, if done during an employee's normal duty hours shall be with advance approval of the Board of Supervisors and shall be without compensation of any kind.
- 4.4 County vehicles, equipment and facilities may be used for official Association business, providing the Board of Supervisors gives advance approval and there is no unreasonable burden on the County.
- 4.5 The County will provide the Association adequate bulletin board space for the purpose of posting thereon matters relating to official Association business.
- 4.6 Any employee, at the employee's 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.

- 4.7 Joint Association-Management meetings shall be held as often as agreed upon by the Association and the Board of Supervisors. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter, provided that the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. The meetings may be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.

## **ARTICLE 5: ASSOCIATION 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 Tehama County Law Enforcement Management 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.

## **ARTICLE 6: CONCERTED ACTIVITIES**

- 6.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County 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 strike, work stoppage, slowdown, 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.

## **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 discharge, demotion or discipline of an individual regular employee, shall be determined by the provisions of this Article. Probationary employees shall not be entitled to process grievances with respect to matters of discharge, demotion or discipline. 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 grievant's representative and the grievant's immediate supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) 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 foregoing, it is agreed that Step One for a grievance resulting from the imposition of discipline shall be at the step or level immediately above where discipline was imposed. Such grievance shall be filed within thirty (30) 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 referral by the Association to mediation within twenty (20) calendar days of the answer in Step One and only after consultation with County Counsel and the Personnel Director. 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. This step in the grievance procedure may be waived by either party.

## 7.4 Step Three

- a. If a grievance is not resolved in the second step, the third step may be referral by the Association to arbitration. The third step shall be taken within twenty (20) days of the date of the answer in Step Two.
- 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 the Association Representative are unable to agree on the selection of an arbitrator, they shall request JAMS to nominate five (5) persons to be the arbitrator. The County Personnel Director and the 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 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 employees necessary to the adjudication process, in order to participate in arbitration proceedings.

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, the 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.

7.5 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 written 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 proceed to the next step of the established procedure.

7.6 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 twenty (20) calendar days to file a response.

7.7 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, requirements or directives, pending the final decision of the grievance. No manager, mediator or arbitrator resolution or decision shall in any way add to, disregard or modify any of the provisions of the Memorandum of Understanding.

7.8 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 and, to that end, County management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

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



## ARTICLE 9: DISABILITY AND UNEMPLOYMENT

### 9.1 Coordination of Disability Benefits

- a. All members of LEMA who occupy positions not described in Labor Code 4850 as being eligible for the leave of absence provided for in Labor Code 4850 and all members of LEMA who have exhausted the one (1) year duration of such leave of absence who are absent from work as a result of a work related disability and are receiving Workers Compensation temporary disability indemnity payments (TD) provided for by the Labor Code of the State of California may elect to utilize TD payments, accumulated sick leave, compensatory time off for overtime work and accumulated vacation credits to supplement the employee's temporary disability indemnity payments, up to a maximum of full salary. Following exhaustion of accumulated sick leave credits, the employee shall use any compensatory time off credits prior to utilizing accumulated vacation credits for the purpose of supplementing temporary disability indemnity payments.

During the time an employee is receiving temporary disability indemnity payments which are supplemented by accumulated sick leave, compensatory time off or vacation credits, the employee shall continue to accumulate additional vacation and sick leave credit and is entitled to continuation of the employee's insurance benefit program on the normal premium sharing formula. The County Auditor is authorized to retain vacation balances which exceed the recognized limit for employees unable to utilize vacation time due to a work related disability.

Following exhaustion of all accumulated paid time off benefits, an employee's insurance benefits shall be continued on the normal premium sharing formula for a maximum of six (6) full calendar months following the date of exhaustion of other forms of County paid time off.

Holidays which occur during the period for which any employee is receiving temporary disability indemnity payments shall be recognized by such employee as holidays for compensation purposes, up to a maximum of full pay.

- b. Employees absent as a result of a non-industrial disability shall be eligible for State of California Disability Insurance benefits (SDI) as determined by the Employment Development Department. Employees receiving SDI benefits as defined above may elect to utilize SDI payments, if available, accumulated sick leave, compensatory time off for overtime worked and accumulated vacation credits to supplement the employee's SDI payments, up to a maximum of full salary.
- c. Should an employee receiving TD or SDI payments elect not to coordinate benefits with sick leave, compensatory time off and vacation credits, said employee must complete a one-time election form. The election not to coordinate benefits shall apply so long as the employee is receiving TD or SDI benefits pertaining to the injury or illness for which the election was made. Employees electing not to coordinate vacation, sick leave and compensatory time off, as described in 9.1(a)

and (b) above shall not be eligible for continued accruals of vacation and sick leave. The applicable County health insurance contributions, if any, shall be governed by provisions associated with the type of leave of absence which the employee has been granted.

- 9.2 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. 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 a 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 or to the employee's own permanent health.
- 9.3 Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

#### **ARTICLE 10: EMPLOYEE STATUS**

- 10.1 Employees will be designated as regular or probationary, depending upon their length of continuous service with the County.
- 10.2 A regular employee is defined as an employee who has six (6) months or more seniority with the County.
- 10.3 A probationary employee is defined as an employee hired for a position that has been regularly established as an authorized position pursuant to the Board's position allocation resolution. 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 the employee becomes eligible. Upon satisfactory completion of the probationary period, an 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. A probationary period may also be extended at the discretion of the Department Head, for a period not to exceed three (3) months, for the purpose of enabling a more extensive review and evaluation of a probationary employee prior to the employee's attaining permanent status.
- 10.4 A regular part-time employee is entitled to all of the benefits of a regular full-time employee in a prorated amount which has the same ratio to a full-time employee's benefits as the regular part-time employee's work hours has to a regular employee's full-time work hours.

- 10.5 All promotional appointments will be probationary for six months. 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.

## **ARTICLE 11: WAGES AND CLASSIFICATIONS**

### **11.1 Initial Salary Placement**

Employees shall be paid the wage established for their classification. Upon initial appointment to a classification, an employee shall normally be paid the lowest wage rate for that classification. An employee may, however, be paid a wage rate above the lowest wage rate if circumstances justify it.

- 11.2 The anniversary date of promotion to a new classification or higher wage step shall be the first day following qualification for the promotion or new wage step. After one (1) full year of employment on salary steps A, B, C or D, and with employee evaluations of satisfactory or better which have been approved by the employee's Department Head or the Board of Supervisors, an employee shall be advanced to the next salary step effective the first day following completion of one (1) full year of service in the previous step. When an employee is promoted to a higher paying classification, the employee shall be placed on the step of the new classification which is at least four percent (4%) higher than the employee's former pay rate. In no event shall an employee be placed on a pay rate higher than E. Employees hired by the County on or before June 30, 1990 shall be advanced to Step EL after five years of service at Step E.

The Board of Supervisors, by minute order, may waive the required eligibility period for an employee and grant a special step increase.

- 11.3 Effective November 1, 2020, pay periods will consist of two (2) regular workweeks (fourteen calendar days). 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 on the third paycheck. Three paydays within a month should occur twice a year and according to the Tehama County payday schedule.

Effective November 1, 2020 salaries on Exhibit C will be converted to hourly rates using the following method: 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 12.5. Employees working alternate schedules under Article 12.5 will be paid accordingly. Classification Specifications, ranges, and hourly and biweekly rates will be incorporated into the Tehama County Master Salary Schedule document.

Payroll deductions for union dues shall be made twice a month and a check for the total monthly deductions shall be submitted to the Tehama County Law Enforcement Management Association within five (5) working days after the end of each month.

#### 11.4 Working Out of Class

- a. When an employee is temporarily assigned for more than two (2) consecutive work days and for other than training purposes to work in a classification listed on Exhibit "A" that is higher than the employee's regular classification, the employee shall be paid at the rate established for the higher classification for all work in excess of two (2) days. When an employee is temporarily assigned to work in a higher classification listed on Exhibit "A" which has a wage range overlapping the wage range of the employee's regular classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned which is next higher to the employee's present wage rate, but not more than E or EL (as per Section 11.1) of the temporary classification. Notwithstanding the foregoing, 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 listed on Exhibit "A". Employees who are temporarily assigned to a higher paying classification for training purposes for up to a cumulative total of twenty (20) working days per fiscal year shall not receive any additional compensation by reason of such temporary assignment. Training purposes as used herein shall not be solely for the purpose of production. 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 the employee's regular classification, the employee's rate of pay will not be reduced.
- c. When an employee is temporarily assigned for more than two (2) consecutive work days and for other than training purposes to work in a higher paying classification not listed in Exhibit "A" of this Memorandum of Understanding, the employee shall receive a five percent (5%) increase in salary. During such a temporary assignment, benefits shall be governed by the provisions of this Memorandum of Understanding.

#### 11.5 The following provisions shall be effective the first day of the pay period following approval by the Board of Supervisors:

- a. Effective the first day of the pay period following receipt by the Department Head of an employee's Intermediate POST Certificate awarded by the Commission on Peace Officers' Standards and Training, an employee will receive an educational incentive wage rate increase of five percent (5%) of his/her current wage rate.

Employees who hold an Advanced POST Certificate shall receive an educational incentive wage rate increase of two and one-half percent (2.5%) of his/her current wage rate.

- b. Effective the first day of the pay period following receipt by the Department Head of an employee's Supervisory POST Certificate awarded by the Commission on Peace Officers' Standards and Training, OR Supervisor Leadership Academy Certificate awarded by the Standards and Training for Corrections (STC), an employee will receive an educational incentive wage rate increase of five percent (5%) of his/her current wage rate. An employee may receive a wage rate increase under this section for either the POST Supervisory Certification or the STC Supervisor Leadership Academy Certificate, for a maximum wage rate increase of five percent (5%).
  - c. Effective the first day of the pay period following receipt by the Department Head of an employee's POST Management Certificate awarded by the Commission on Peace Officers' Standards and Training, OR Manager/Administrator Core Certificate awarded by the Standards and Training for Corrections (STC), an employee will receive an educational incentive wage rate increase of two and one-half percent (2.5%) of his/her current wage rate. An employee may receive a wage rate increase under this section for either the POST Management Certification or the STC Manager/Administrator Core Certificate, for a maximum wage rate increase of two and one-half percent (2.5%).
  - d. Effective the first day of the pay period following receipt by the Department Head of an employee's diploma for graduation with a BS or BA from an accredited college or university which is related to the employee's position with the County as determined by the Department Head, OR a Master's degree from an accredited college or university which is related to the employee's position with the County as determined by the Department Head, an employee will receive an educational incentive wage rate increase of two and one-half percent (2 ½%) of his/her current wage rate. An employee may receive a wage rate increase under this section for one degree only for a maximum of two and one-half percent (2 ½%) above the base rate for the classification.
  - e. Employees may receive an educational incentive wage rate increase of no more than seven and one-half percent (7.5%) above the base wage for the position under Article 11.5.
- 11.6 Attached hereto and made a part hereof is Exhibit A titled "Schedule of Range Assignments" which will reflect the salary ranges for each classification in the bargaining unit effective January 1, 2019. Effective January 2, 2022, the salary range for the classification of Deputy Chief Probation Officer will be set at Range 79, as set forth in Exhibit A.

- 11.7 Attached hereto and made a part hereof is Exhibit B titled "Range and Step Table". The wages shown on Exhibit B represent a salary increase of five percent (5%) effective January 2, 2022.

## **ARTICLE 12: HOURS AND OVERTIME**

- 12.1 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the County.
- 12.2 The County and the Association acknowledge that all of the classifications subject to this Memorandum of Understanding are "overtime exempt" (i.e., exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA), and not entitled to overtime under any provision of California state law). Therefore, the employees holding these classifications are not eligible to receive overtime compensation, except as expressly set forth in Sections 12.3 and 12.4.
- 12.3 Emergency Pay Policy

In the event that a local emergency is declared by the Sheriff and ratified by the Board of Supervisors as provided under Chapter 2.18 of the Tehama County Code, or that a state of emergency that affects the County of Tehama is proclaimed by the State of California, or if the Federal Government declares a disaster that includes the County of Tehama, employees in the classifications subject to this Memorandum of Understanding shall be compensated for overtime hours that they are assigned to work as official emergency workers, as follows:

- a. "Emergency Overtime" shall be paid only for those hours actually worked in excess of sixty (60) hours during the work week.
- b. "Emergency Overtime" shall also be paid for those hours actually worked in excess of twelve (12) consecutive hours during any single shift.
- c. "Emergency Overtime" shall be paid at an hourly rate equal to the current monthly salary set forth in Exhibit "A" for the employee's range and step divided by 115.55 ("time-and-one-half"), or, at the Department Head's option, the employee shall receive time off at the rate of one and one-half (1.5) hours off for each Emergency Overtime hour worked. Compensatory time off with pay shall be scheduled by the employee's supervisor. The maximum compensatory time off available for any employee at any time shall be limited to one hundred sixty (160) hours. Accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid to the employee in the payroll immediately following the excess accumulation. Employees whose employment with Tehama County is terminated for any reason shall, at the time of termination, receive payment for any unused compensatory time off previously earned.

- d. "Emergency Overtime" under this section shall be paid regardless of whether the County receives, or is eligible to receive, reimbursement from the state or federal government.

12.4 Contracted (Non-emergency) Overtime. In cases where "overtime exempt" employees are assigned by the Sheriff, Assistant Sheriff, District Attorney, or Chief Probation Officer, as applicable, to provide duties outside of their regular job classification for contracted special events coverage, contracted law enforcement activities (i.e., Counterdrug Raids, Gang Sweeps, contracted patrol on State and Federal lands), or filling shifts for subordinate personnel when no other lower level staff is available to fill the shift vacancy, such employees shall be compensated for overtime hours worked in such assignments as follows:

- a. "Contracted Overtime" shall be paid only for those hours actually worked in such assignments in excess of forty (40) hours during the work week.
- b. "Contracted Overtime" shall be paid at an hourly rate equal to the current monthly salary set forth in Exhibit "A" for the employee's range and step divided by 115.55 ("time-and-one-half"), or, at the Department Head's option, the employee shall receive time off at the rate of one and one-half (1.5) hours off for each Emergency Overtime hour worked. Compensatory time off with pay shall be scheduled by the employee's supervisor. The maximum compensatory time off available for any employee at any time shall be limited to one hundred sixty (160) hours. Accumulated compensatory time in excess of one hundred sixty (160) hours shall be paid to the employee in the payroll immediately following the excess accumulation. Employees whose employment with Tehama County is terminated for any reason shall, at the time of termination, receive payment for any unused compensatory time off previously earned.

12.5 For purposes of determining entitlement to overtime compensation under Sections 12.3 and 12.4 only, the workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday.

12.6 Overtime compensation provided under Sections 12.3 and 12.4 shall constitute additional compensation provided to an exempt employee pursuant to 29 C.F.R. § 541.604(a), and shall not be deemed to make any employee receiving such compensation "non-exempt" for any purpose.

## **ARTICLE 13: PROMOTION AND TRANSFER**

All promotions and transfers shall be made in accordance with established standards.

## **ARTICLE 14: LAYOFFS AND FURLOUGHS**

14.1 Whenever it becomes necessary to reduce employee staffing levels, the County will follow the procedures of this Article.

- 14.2 Layoff of regular employees shall be in the inverse order of total County seniority, 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.
- 14.3 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.
- 14.4 Regular employees whose positions have been reduced or eliminated must elect one of the following within ten (10) days of receipt of the notice: 1) select a vacant position in the same classification and department; or 2) select a position to be vacated by the least senior employee in the classification and department; or 3) select a vacant position in the department in a lower paid classification in which the employee previously had successfully completed the probationary period; or 4) select a position in the department in a lower paid classification which is to be vacated by the least senior employee in that classification, provided the employee is fully qualified to perform the duties of the lower paid classification and provided further that the employee has more total County seniority than the least senior employee in the lower classification to be displaced; or 5) accept reduced work hours, if any exist in the current classification and department; or 6) elect to be laid off.
- 14.5 Any employee who has been displaced by another, more senior employee may be entitled to exercise the options set forth in 14.4 above.
- 14.6 Regular employees will receive at least two (2) weeks' notice of layoff. Non-regular employees may not receive advance notice of layoff. Whenever an employee has elected an option other than layoff as set forth in 14.4, 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.
- 14.7 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, and provided further, however, that a person declining appointment in the same classification and department will be removed from the re-employment list after two (2) refusals of reappointment.
- 14.8 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.
- 14.9 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 twelve (12) scheduled workdays or shifts in a fiscal year. Employees shall be given seven (7) calendar days advance notice of the furlough.
  - 2) The County shall continue to pay its share of deferred compensation and 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 to the Auditor's Office 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 furloughed days for each employee is approximately the same.
  - 5) Furlough leave of absence provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

**ARTICLE 15: SENIORITY**

15.1 Accrual of Seniority Hours

- a. For hours worked October 31, 2020 and earlier, under the semi-monthly payroll process, 86.67 hours will be posted to seniority accruals for each pay period the employee received a full semi-monthly paycheck. All benefits, wage step increases, layoff status, and any other reference to seniority in this Agreement will be based on this number to determine the action to be taken. The following equivalents will be used:

Service Period	Seniority Accrual (Hours)
6 months	1,040
12 months	2,080
5 years	10,400
10 years	20,800

For hours worked November 1, 2020 and thereafter, seniority will be calculated and accrued on an hour-for-hour basis.

- b. All paid time including vacation, sick leave, bereavement leave, compensatory time off, and catastrophic leave will be counted toward an employee's seniority accrual. SDI benefits will be considered to be paid time when coordinated with paid leave accruals. Time spent in a non-paid status will not be counted towards an employee's seniority. When an employee takes unpaid leave, only the unpaid hours off work will remain uncounted toward seniority. Employees will be able to monitor their seniority accrual status by calling the Personnel Office.
  - c. Employees will be eligible to advance to the next pay step after having completed one year (see equivalents in Section 1, above) of satisfactory or better service at the previous step, as documented in the employee's annual performance evaluation (see Article 22, "Employee Evaluations").
- 15.2 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 their seniority date and vacation accrual restored based on their pre-separation date of hire and years of service at the time of separation, adjusted for any modifications in MOU benefits, and will have their sick leave balance at the time of separation restored. 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 probationary period.

## **ARTICLE 16: LEAVES**

### **16.1 Statutory Leaves**

The County of Tehama will grant leaves of absence to qualified employees pursuant to federal, state, and local laws. The County will use a rolling back method to calculate all statute-based leaves of absence.

### **16.2 Department Head Leave**

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.

### **16.3 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.

16.4 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.

16.5 An employee who fails to return to work within three (3) working days of the expiration of the employee's approved 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.

#### 16.6 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.

16.7 Time spent on an unpaid leave of absence shall not be calculated as service credit, consistent with conditions outlined in Article 15 ("Seniority"). An employee on an unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits.

#### 16.8 Parental Leave

Each County employee with at least one 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 both: (1) the placement of the child in the employee's home and (2) the employee initiating of having completed an adoptive home study for the adoption of the child. The purpose of Parental Leave is to supplement an employee's pay until they begin receiving State Disability Insurance (SDI). The County will pay up to one (1) week for the first full week for a full time employee and prorated for part time employees, of Parental Leave for an employee that is out of work due medical reasons in regards to the birth of a child or for an adoption. 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 is separate and distinct from the use of sick leave for pregnancy, since it is not based upon a disability. Parental Leave is available to be scheduled during the waiting period in which the employee must have to receive State Disability Benefits. Use of Parental Leave will run concurrently with all state and federal leaves, as well as run concurrently with any other leave of absences, the intent is not to extend an employee's leave, only supplement the waiting period for SDI.

#### 16.9 Jury Duty

16.10 A regular or probationary employee who is summoned for jury duty and is thus unable to perform his regular duties will be paid for the time lost at his regular rate of pay, providing the employee assigns the jury duty pay, less expenses, to the County. Witness Duty

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 immediate supervisor immediately 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.

#### 16.11 Management Leave

Full-time employees shall have five (5) paid management leave days (40 hours) placed in their Management Leave bank each July 1st. Part-time employees shall be granted a prorated amount which has the same ratio to forty (40) hours as the employee's regularly scheduled work hours have to full-time work hours. At the time of an appointment to a law enforcement management position, the employee shall be granted a prorated amount of paid management leave for the balance of that fiscal year. This leave shall be used within the fiscal year or the employee will lose the compensation.

#### 16.12 Bereavement Leave

- a. The County will pay an employee for up to three (3) days 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, daughter-in-law, son-in-law, spouse's aunt, spouse's uncle, and any child or close relative/person who resided with the employee at the time of death.
- b. Employees requesting bereavement leave will notify their supervisor in a manner consistent with the procedures for sick leave usage.

#### 16.13 Catastrophic Donations

Catastrophic Donations will be administered in accordance with the County-wide Catastrophic Donations Policy.

### **ARTICLE 17: EXPENSES**

17.1 Whenever an employee uses the employee's personal automobile for the County's convenience, the employee will be reimbursed therefore at the rate per mile as established by the Board of Supervisors.

17.2 Employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed actual personal expenses or per diem as established by the Board of Supervisors.

#### 17.3 Public Transportation

An employee that regularly utilizes public transportation to get to and from work will receive a reimbursement of the transit subsidy of \$50 (fifty dollars) per month. Proof of purchase will be required.

#### 17.4 Uniform Allowance

- a. Each employee who is required to wear or maintain a uniform as a condition of employment and who is in a pay status for half or more of the regular work hours

of a biweekly pay period shall receive a uniform allowance of seven-hundred twenty dollars (\$720.00) per year.

- b. Upon initial employment, the employee shall be advanced a monthly pro-ration of the seven-hundred twenty dollars (\$720.00) based upon the month of hire which represents the uniform allowance for the initial calendar year of employment. Thereafter, the uniform allowance shall be advanced in December of each calendar year.
- c. Should an employee 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 sixty dollars (\$60.00) for each full calendar month remaining in the calendar year, as measured from the date of separation or transfer.

#### 17.5 Annual Physical

The County shall contribute to the payment of an annual physical for each member of the unit who has completed five (5) years of service to the County. Payment shall consist of the employee's insurance deductible and all costs of the annual physical not covered by the employee's group insurance plan, up to a maximum of \$150. The employee shall be reimbursed for said costs upon satisfactory evidence of incurring and payment of the insurance deductible and costs associated with the annual physical that are not covered by the employee's group insurance plan. For an employee who does carry the county's insurance plan, the county will reimburse the employee's cost for a physical examination up to \$150 per calendar year.

#### 17.6 Cell Phone Allowance

As the duties require the use of a cellular telephone in the course of County business, the County agrees to provide a cellular phone allowance of sixty dollars (\$60) a month to cover all costs of related equipment and service. The cellular telephone allowance is not considered part of salary and is therefore not included in the Public Employees' Retirement System calculations.

### **ARTICLE 18: SICK LEAVE**

- 18.1 Sick leave with pay shall be accrued for each regular and probationary employee at the rate of 3.7 hours per pay period. Regular part-time employees shall accrue a prorated amount of sick leave which has the same ratio to the accrual rate of the full-time employee as the part-time employee's work hours have to the work hours of full-time employees.
- 18.2 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; or
- 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 the purpose of this Section, "immediate family member" includes only:
  - 1) A child, regardless of age or dependency status, which for the 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
  - 2) A biological, adoptive, or foster parent, step-parent, or legal guardian if 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 or great-grandparent
  - 6) A grandchild
  - 7) A sibling

### 18.3 Sick Leave Accrual

- a. Notwithstanding Section 18.1(a), employees with a sick leave balance greater than or equal to 500 hours on October 1, 1994, and thereafter shall not accrue additional sick leave. When the sick leave balance is reduced to less than 500 hours, the employee shall accrue sick leave up to 500 hours. The employee, as of October 1, 1994, and each payroll period thereafter, for sick leave that would have been credited to the employee per 18.1(a), but is not because the employee's balance is greater than or equal to 500 hours, shall receive 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.
- b. If an employee with a sick leave balance greater than 500 hours uses sick leave per Sections 9.1, 18.2(a) or 19.1, the employee's sick leave balance will be decreased by the hours utilized and any sick leave accrual will be handled per Section 18.1(b). It is the intent of this section that all accruals for an employee with a sick leave balance greater than 500 hours will be handled per Section 18.1(b) and usage of sick leave will decrease the sick leave balance.

- c. If an employee has a sick leave balance greater than 500 hours, the employee may request to convert up to 160 (one hundred sixty) hours per fiscal year (equal to eight months multiplied by up to ten hours each pay period), at 50% of the dollar value (based on the hourly rate in effect for the employee at the time of conversion) to their deferred compensation plan. The request must be made in writing to the department head in March of each year and, if approved, will be effective the first payroll of October (unless the final budget is not approved by October 15th). The department head shall include the employee's request and the department head's response to the request with preliminary and/or final budget materials for consideration by the Board of Supervisors. The Board shall have complete discretion to approve or disapprove the conversion request. If at any time during the fiscal year the conversion of the employee's sick leave, per this section, would cause the employee's sick leave balance to be decreased to less than or equal to 500 hours, this conversion process shall be discontinued for the remainder of fiscal year. This benefit shall not be available to the employee as a direct cash payment and shall not be subject to PERS contributions.

18.4 Where management believes an employee is abusing sick leave, the Board of Supervisors and/or the Department Head may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The Board of Supervisors and/or the Department Head may also require an employee requesting to return 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 the employee's former position without hazard to the employee or to the employee's fellow workers or to the employee's own permanent health.

18.5 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 sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

18.6 An employee shall be eligible for a thirty (30) day paid leave when that employee has exhausted all available sick leave, compensatory time off and vacation credits, as follows:

- a. The Department Head shall notify the Board of Supervisors when the use of the special disability leave by an employee seems imminent.
- b. The special disability leave may not be used by the same employee at intervals of less than two (2) years between the date of return to service and the date of the use of subsequent disability leave.
- c. The special disability leave shall consist of thirty (30) working days.
- d. An employee must have five (5) years of County service to be eligible for this special disability leave.



- e. The County shall continue to pay the employee's insurance premium during the thirty (30) days of the special disability leave.
- 18.7 All employees shall be eligible to participate in a sick leave incentive program. Eligible employees may qualify for one of the following financial incentives:
- a. In December of each year or at the time of termination, but not both, each current employee who has used no more than twenty-four (24) hours of sick leave in the previous full fiscal year (July 1 – June 30) will receive a payment of two and one-half percent (2.5%) of the employee's base annual salary as of December 1 only upon the written assurance by the Department Head that the employee's performance is satisfactory; OR
  - b. In December of each year or at the time of termination, but not both, each current employee who has used no more than forty (40) hours of sick leave in the previous full fiscal year (July 1 – June 30) will receive a payment of one percent (1%) of the employee's base annual salary as of December 1 only upon the written assurance by the Department Head that the employee's performance is satisfactory.
- 18.8 Upon Public Employees' Retirement System or Social Security retirement or upon the death of an employee:
- a. 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 or 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. 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) or in increments of not less than two thousand dollars (\$2,000) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000).

## **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 1st, known as New Year's Day
  - b. The third Monday in January, known as Dr. Martin Luther King, Jr.'s birthday
  - c. February 12th, known as Lincoln's Birthday
  - d. The third Monday in February, known as President's Day
  - e. The last Monday in May, known as Memorial Day
  - f. July 4th, 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 11th, known as Veterans Day
- j. The fourth Thursday in November, known as Thanksgiving Day
- k. The Friday after Thanksgiving Day
- l. December 25th, known as Christmas Day
- m. The last workday before Christmas Day or the last workday before New Year's Day, as determined by the County

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday, except by those employees who are regularly scheduled to work on Sunday other than on an overtime basis. Employees who are regularly scheduled to work on Sundays shall observe such holidays on Sunday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday, except by those employees who are regularly scheduled to work on Saturday other than on an overtime basis. Employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any of the foregoing holidays fall on any day from Monday through Friday, inclusive and that day is a regularly scheduled non-workday for an employee, such employee shall be entitled to receive another workday off with pay, to be scheduled in the same manner as vacation days are normally scheduled.

- 19.2 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to the employee's holiday pay, be compensated therefore at the regular rate of pay for all time worked on such days, except as otherwise provided herein.
- 19.3 If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

## **ARTICLE 20: VACATION**

### **20.1 Vacation Accruals**

Except as provided for in Section 20.7, 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:

- a. From the date of employment through the fourth (4th) year of employment, 3.7 hours per pay period.
- b. From the beginning of the fifth (5th) year of employment through the tenth (10th) year of employment, 5.54 hours per pay period.
- c. From the beginning of the eleventh (11th) year of employment through the nineteenth (19th) year of employment, 6.47 hours per pay period.
- d. 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 Vacations will be scheduled throughout the calendar year, as approved by Department Heads. Department Heads should work with employees who may lose vacation accruals due to Section 21.7 so that at least 75% of an employee's annual vacation accrual is scheduled by March 1st of each year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided, however, that 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 on one 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 Probationary employees are eligible to take vacations off with pay beginning from the employee's date of hire.
- 20.5 The County shall not require an employee to take his vacation in lieu of sick leave.
- 20.6 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, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.
- 20.7 Except as provided for in Section 9.1, any vacation hours in excess of 310 on December 31 will not carry over into the new year.
- 20.8 Unused Vacation Upon Separation
- a. Employees whose employment with the County is separated for any reason shall, at the time of separation, receive full compensation for any unused vacation period previously earned, up to 310 hours. Any hours in excess of 310 at the time of termination shall be paid at a rate of one dollar (\$1.00) per hour.
  - b. Upon separation due to retirement or resignation, it is the employee's responsibility to have the vacation accrual down to a limit of 310 hours. Should a situation develop whereby excess vacation days could not be scheduled and used, the employee may request Board of Supervisors approval to:
    - 1) extend the termination date by using vacation until the accrual is at 310 hours;
    - 2) receive pay for the excess hours at the regular pay rate; OR
    - 3) a combination of the two
- 20.9 Pay-in-Lieu of Vacation

- a. Any employee who has completed five (5) years of County service may elect to pre-designate an irrevocable cash-out of up to sixty (60) 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 2016 calendar year will be made before December 31, 2015).
- b. Such requests will be subject to the following:
  - 1) 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.
  - 2) An employee who elects 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 sixty (60) 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.
  - 3) 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.
  - 4) 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.
  - 5) 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.

20.10 The Board may by minute order permit former employees re-entering County service within three (3) months after termination to use part or all of the time accumulated during prior service in computing vacation if in the opinion of the Board of Supervisors the best interest of the County would be served by so doing.

## **ARTICLE 21: EMPLOYEE EVALUATIONS**

21.1 Each employee shall be evaluated in writing by his supervisor at least once each year or more often as determined to be necessary. 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 attach a written response to the evaluation, but shall not

have the right to file a grievance, except as otherwise provided in this Memorandum of Understanding.

- 21.2 Probationary employees shall be evaluated at least twice or more frequently, as determined by the employee's supervisor, prior to attaining regular status.
- 21.3 No derogatory material shall be placed in an employee's personnel file without the employee's knowledge. Any employee, at the employee's request, shall be permitted to review the employee's own personnel file. The file may not, however, be removed from the County office.

## **ARTICLE 22: EMPLOYEE DISCIPLINE**

- 22.1 During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing nor the right to file a grievance with respect thereto. Upon completion of the probationary period employees shall be subject to disciplinary action only for cause as prescribed herein.
- 22.2 The County has the right to take appropriate disciplinary action against regular status employees including, but not limited to, written reprimand, suspension with or without pay, retention on the same step of the salary schedule, transfer, demotion and discharge.
- 22.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming regular, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the County. Causes for disciplinary action include, but are not limited to, the following:
  - a. Conviction of any criminal act amounting to a felony which affects employment
  - b. Falsification of information contained in the application for employment or regarding any condition of employment
  - c. Theft, dishonesty or misappropriation of County property or property of others for personal gain
  - d. Insubordinate acts, including but not limited to:
    - 1) Refusal to follow a reasonable order
    - 2) Refusal to perform the job as required
    - 3) The use of foul or abusive language toward supervisors or fellow employees
    - 4) Incompetence or inefficiency in work performance

- e. Introducing, possessing or using narcotics, alcoholic beverages, or illegal drugs on County property or reporting to work under the influence of such drugs, narcotics or alcohol
- f. Reporting to work under the influence of any chemical substance which impairs an employee's ability to perform the employee's duties
- g. Willful neglect of duty resulting in poor performance on the job which reflects adversely upon the County and its employees
- h. Violations of rules and regulations, including new rules or regulations made known to employees
- i. 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 workday or as soon as possible thereafter on the day of absence or tardiness
- j. Excessive incoming or outgoing personal telephone calls
- k. Selling and/or soliciting by employees on County premises without prior approval of the supervisor
- l. Harassing or interfering with another employee's performance of duties
- m. Requesting sick leave or Worker's Compensation benefits when not ill nor injured, nor entitled to such benefits

22.4 Prior to the imposition of discipline of a regular status employee other than a written reprimand or a suspension of five (5) or fewer days, 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 and the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a statement of the rights to a hearing on 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 shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

22.5 Internal investigations shall be conducted in accordance with Government Code, Sections 3300 through 3311.

## **ARTICLE 23: JOINT LABOR MANAGEMENT COMMITTEE**

- 23.1 The Personnel Director shall initiate the Joint Labor Management Committee (JLMC) meeting and the parties agree to commence such meeting no later than sixty (60) days from receipt of the County's request to meet. The Committee shall consist of one (1) member appointed by the Association and three (3) members appointed by the County.
- 23.2 The County will focus on subjects of mutual interests, not limited to Health and Wellness and Employee Incentive Programs. The JLMC shall positively impact the County through employee recommendations to Department Heads resulting in the more efficient, effective, and/or economical county operations.
- 23.3 The frequency of the meetings shall not exceed once every 2 months and the duration of the meetings will be limited to a maximum of two (2) hours per meeting. The committee will be responsible for submitting recommendations to the County Administrator for further consideration. The Administrator or designee will review the recommendations and determine feasibility of implementation, recognizing resource and time constraints. All decisions on implementation will reside with the Administrative Office. Nothing within the purview of the committee may be subject to the Grievance and Arbitration procedure found in Article 7 of this Agreement. There shall be no mandatory subjects of bargaining discussed in the JLMC.

## **ARTICLE 24: EMPLOYEE BENEFIT PROGRAMS**

### **24.1 Retirement Plan**

- a. All regular and probationary employees are covered by the State of California Public Employee's Retirement System program integrated with Social Security pursuant to an existing contract with the Public Employees' Retirement System. Until February 15, 2013, the County will pay on behalf of each "classic" employee (as defined by CalPERS) six-ninths of the required member contribution set forth under Government Code section 20671 et seq. (i.e., six percent (6%) of the employee's salary subject to the Public Employees' Retirement System contributions) and the employee shall pay the remaining three-ninths of the required member contribution (i.e., three percent (3%) of the employee's salary subject to the Public Employees' Retirement System contributions). Such contribution by the County shall be credited to the employee's account.
- b. "Classic" Employees
- 1) Effective February 16, 2013 through December 31, 2013, the County will pay on behalf of each "classic" employee (as defined by CalPERS) three-ninths of the required member contribution set forth under Government Code section 20671 et seq. (i.e., three percent (3%) of the employee's salary subject to the Public Employees' Retirement System contributions) and the employee shall pay the remaining six-ninths of the required member contribution (i.e., six percent (6%) of the employee's salary subject to the

Public Employees' Retirement System contributions). Such contribution by the County shall be credited to the employee's account.

- 2) On and after January 1, 2014, the County will not pay any portion of the required CalPERS member contribution set forth in Government Code section 20671 et seq. on behalf of any "classic" employee (as defined by CalPERS) represented by this bargaining unit; each 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). Such contributions by the employee shall be credited to the employee's account.
  - 3) All "classic" members represented by the Association as defined by CalPERS are covered by the PERS 3% @ 55 benefit formula effective July 1, 2003.
  - 4) The final compensation for PERS benefits for "classic members" as defined by CalPERS is the average full-time monthly pay rate for the highest 12 consecutive months. If the service is coordinated with Social Security, the final compensation will be reduced by \$133.33.
- c. "New" Employees
- 1) Effective January 1, 2013 and thereafter, all employees classified as "new members" under CalPERS definition will pay a member contribution equal to 50% of the normal cost of their CalPERS benefit as determined each year by CalPERS. The County will not pay any portion of this member contribution.
  - 2) All "new members" represented by the Association as defined by CalPERS will receive the 2.7% @ 57 benefit formula.
  - 3) The final compensation for PERS benefits for "new members" as defined by CalPERS is the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months immediately preceding his or her retirement or last separation from service if earlier, or during any other period of at least 36 consecutive months during the member's applicable service that the member designates on the application for retirement. If the service is coordinated with Social Security, the final compensation will be reduced by \$133.33.
- d. An employee retiring under Public Employees' Retirement System or Social Security with a combined vacation and compensatory time off balance value of less than two thousand dollars (\$2,000) shall receive a lump sum payment of those balances. An employee retiring under Public Employees' Retirement System or Social Security with a combined vacation and compensatory time off balance value of more than two thousand dollars (\$2,000) shall receive a lump sum payment of



those balances, unless the Auditor's Office is authorized by the employee to make payments of not less than two thousand dollars (\$2,000) per month until the employee's vacation and compensatory time off balances are exhausted. Payments made under this section must be authorized prior to the employee's last pay status day and are separate from, and in addition to, sick leave payoff payments.

## 24.2 Group Insurance

- a. All regular employees and all probationary employees are eligible to participate in the group insurance benefit program effective the first day of the month following one (1) full month of employment. The County shall contribute an amount equal to 80% of the average premium cost of the County-sponsored group insurance plans per month towards each employee's County-sponsored health plan premium. Any remaining cost shall be paid by the employee by automatic payroll withholding.
- 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 may, at the employee's option and expense, continue the employee's insurance program, provided the employee pays the cost of the benefit program.
- 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. The County agrees to provide life insurance in the amount of \$30,000 for those employees who participate in the County's health insurance package.

## 24.3 Section 125 Benefit Program

All regular, qualifying employees upon eligibility to participate in the group health insurance benefit program or at the re-enrollment period may elect to participate in the County's "Premium Only" Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

## 24.4 State Disability Insurance

Effective June 1, 1999, all classes listed on Exhibit A of this MOU shall be covered by, and participate in, the State of California Disability Insurance (SDI) program. The cost of this benefit is covered by the standard SDI rate as defined by the Employment Development Department and is payable by the employee through payroll deduction.

## 24.5 Deferred Compensation

Each bargaining unit employee who contributes to an Internal Revenue Code Section 457 Deferred Compensation plan sponsored by the County, the County will contribute a matching deposit of up to eighty dollars (\$80) per month to that plan on behalf of the employee.

#### **ARTICLE 25: SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction or 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 26: 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.

#### **ARTICLE 27: EMERGENCY PROVISION**

The County retains its right to amend, modify or rescind Minute Orders, Resolutions, Ordinances, policies, regulations and the provisions of 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.

#### **ARTICLE 28: ENTIRE AGREEMENT**

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. The parties mutually agree that this Memorandum of Understanding shall be in full settlement of all issues that were, could have been, or may be subject to meeting and conferring. It is understood that all items relating to employee wages, hours and other terms or conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of this Memorandum of Understanding neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding. 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 employees' group insurance benefit program, insurance carrier, claims administrator and/or benefit structure. The foregoing does not prohibit a mutual waiver by both parties should they agree to meet and confer on any subject during the term of this Memorandum of Understanding.

#### **ARTICLE 29: TERM**

- 29.1 Except as otherwise provided herein, this Memorandum of Understanding shall take effect January 1, 2018, and shall remain in full force and effect until August 31, 2022. Thereafter, the parties' rights and obligations shall be governed by the applicable provisions of the Meyers-Milias-Brown Act. Notwithstanding the foregoing, this Memorandum of Understanding shall only become effective with approval of the Board of Supervisors of Tehama County.
- 29.2 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.
- 29.3 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.

LAW ENFORCEMENT MANAGEMENT ASSOCIATION  
**EXHIBIT A**  
 SCHEDULE OF RANGE ASSIGNMENTS  
 Effective January 2, 2022

<b>CLASSIFICATION TITLE</b>	<b>FLSA Exempt</b>	<b>Range</b>
CAPTAIN	X	85
CHIEF INVESTIGATOR	X	84
DEPUTY CHIEF PROBATION OFFICER	X	79
PROBATION DIVISION DIRECTOR	X	76
JUVENILE DETENTION FACILITY SUPERINTENDENT	X	76
LIEUTENANT	X	79
DISTRICT ATTORNEY INVESTIGATOR LIEUTENANT	X	79


LAW ENFORCEMENT MANAGEMENT ASSOCIATION  
**EXHIBIT B**  
**SCHEDULE OF HOURLY WAGE RATES**  
**Effective January 2, 2022**  
5% Increase Adjustment

<b>RANGE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>EL</b>
<b>76</b>	36.60	38.48	40.43	42.47	44.59	46.84
<b>77</b>	37.53	39.43	41.42	43.51	45.73	48.03
<b>78</b>	38.48	40.43	42.47	44.59	46.84	49.26
<b>79</b>	39.43	41.42	43.51	45.73	48.03	50.46
<b>80</b>	40.43	42.47	44.59	46.84	49.26	51.72
<b>81</b>	41.42	43.51	45.73	48.03	50.46	53.05
<b>82</b>	42.47	44.59	46.84	49.26	51.72	54.38
<b>83</b>	43.51	45.73	48.03	50.46	53.05	55.71
<b>84</b>	44.59	46.84	49.26	51.72	54.38	57.08
<b>85</b>	45.73	48.03	50.46	53.05	55.71	58.52
<b>93</b>	55.71	58.52	61.47	64.61	67.86	71.30


SIGNATURE PAGE

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the undersigned:

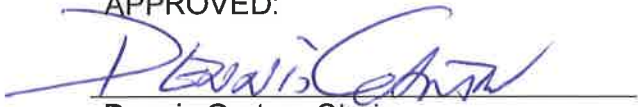
**For the County:**

  
Williams J. Goodwin  
Chief Administrator

**For the Association:**

  
Kevin Hale

APPROVED:

  
Dennis Garton, Chair  
Board of Supervisors

  
Shelley Pluim

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Margaret Long  
County Counsel