

MEMORANDUM OF UNDERSTANDING

between

THE COUNTY OF TEHAMA

and

**THE TEHAMA COUNTY
DEPUTY SHERIFFS' ASSOCIATION
affiliated with the
PEACE OFFICERS RESEARCH ASSOCIATION
OF CALIFORNIA for the
SHERIFF'S DEPARTMENT
LAW ENFORCEMENT UNIT**

effective

September 1, 2023 to June 30, 2026

CONTENTS

ARTICLE 1: PREAMBLE	1
ARTICLE 2: RECOGNITION	2
ARTICLE 3: MANAGEMENT RIGHTS	2
ARTICLE 4: ASSOCIATION RIGHTS	3
ARTICLE 5: ASSOCIATION SECURITY	3
ARTICLE 6: CONCERTED ACTIVITIES	4
ARTICLE 7: GRIEVANCE PROCEDURE	4
ARTICLE 8: SAFETY	7
ARTICLE 9: INDUSTRIAL ILLNESS AND INJURY	7
ARTICLE 10: EMPLOYEE STATUS.....	8
ARTICLE 11: WAGES AND CLASSIFICATIONS.....	9
ARTICLE 12: HOURS AND OVERTIME	13
ARTICLE 13: PROMOTION AND TRANSFER.....	16
ARTICLE 14: LAYOFFS AND FURLOUGHS	17
ARTICLE 15: SENIORITY	19
ARTICLE 16: LEAVES	19
ARTICLE 17: EXPENSES	21
ARTICLE 18: SICK LEAVE.....	22
ARTICLE 19: BEREAVEMENT LEAVE.....	25
ARTICLE 20: HOLIDAYS	26
ARTICLE 21: VACATIONS.....	26
ARTICLE 22: UNIFORMS	29
ARTICLE 23: EMPLOYEE EVALUATIONS.....	29
ARTICLE 24: EMPLOYEE DISCIPLINE	30
ARTICLE 25: JURY DUTY	31
ARTICLE 26: EMPLOYEE BENEFIT PROGRAMS.....	32
ARTICLE 27: JOINT LABOR MANAGEMENT COMMITTEE	34
ARTICLE 28: SAVINGS PROVISION.....	35
ARTICLE 29: EFFECT OF MEMORANDUM OF UNDERSTANDING.....	35
ARTICLE 30: EMERGENCY PROVISION	35
ARTICLE 31: ENTIRE AGREEMENT.....	35
ARTICLE 32: TERM	35
ARTICLE 33: PERSONNEL RULES REOPENER	36

EXHIBIT A	36
EXHIBIT B	38
EXHIBIT C	40

MEMORANDUM OF UNDERSTANDING

The effective date of this Memorandum of Understanding shall be September 1, 2023 except as otherwise provided herein, and is entered into by and between 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 Tehama County Deputy Sheriff's 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, affiliated with the Peace Officers Research Association of California.

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 and Sheriff's Department General Orders Administrative Rules and Procedures 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 nor 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, sexual orientation, denial of Family and Medical Care Leave, or national origin 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 for the bargaining process required by the Meyers-Milias-Brown Act and will make every effort to persuade its members 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 Tehama County Sheriff's 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. During the term of this Memorandum of Understanding no classifications represented in another recognized unit will be added.

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 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 Association business.
- 4.4 Any employee, at his/her 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.
- 4.5 Joint Association-Sheriff's Management meetings shall be held as often as agreed upon by the Association and Sheriff's Management. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of Sheriff's 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 twice a month and a check for the total monthly deductions shall be submitted to the Tehama County Deputy Sheriffs' 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 In accordance with Article 5.3 of the DSA MOU, the County agrees to work with the Association to revise the current Dues Check-off form to allow the County to accept and implement notice of dues changes from the DSA President without requiring each DSA member to sign a new form each time the dues increase, to the fullest extent allowed by law.

At a minimum, such revised Dues Check-off form will contain an acknowledgement by the member that the DSA President has authority to increase the dues amount without the member signing a new form. Notice from the DSA President to the County regarding the dues increase will be accompanied by a copy of the minutes from the meeting wherein the dues were voted to increase.

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, 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, slow down or other interference with the operations of the County by employee(s) who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employee(s) to cease such action.
- 6.3 It is agreed and understood that any employee(s) 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, and 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 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 his/her representative and the grievant's immediate management level supervisor, who will answer within ten (10) 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 that 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 the presentation of the grievance in writing by either the grievant or his/her representative to the Division Head, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken within ten (10) 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 consultation with County Counsel and the Personnel Director, answer, in writing, within twenty (20) calendar days. 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 the State of California Mediation and Conciliation Service 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 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 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, 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 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 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 the recurrence, eliminating hazardous conditions, and familiarizing employees with safe work procedures and applicable State Safety Orders, and for training in first aid.

ARTICLE 9: Industrial Illness and Injury

- 9.1 Vacation and sick leave shall be accrued and group insurance coverage shall be maintained when 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 Whenever an employee is absent from work as a result of a work-related disability and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California that does not otherwise provide the employee their full salary, such employee may elect to utilize, accumulated sick leave, compensatory time off for overtime worked and accumulated vacation credits to supplement the employee's temporary disability indemnity payments, up to a maximum of the employee's full salary. Employees opting to supplement paid time off with industrial injury payments shall use sick leave prior to using compensatory time off, vacation, or any other form of County paid time. 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 and supplementing such payments with accumulated sick leave, vacation or compensatory time off, 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.

Notwithstanding the foregoing, employees with industrial illnesses or injuries who have not received compensation for their injuries pursuant to Section 4850 of the Labor Code of the State of California shall be continued in the health insurance plan on the normal premium sharing formula for six (6) calendar months following exhaustion of all accrued paid time off benefits or until the employee is found to be permanent and stationary- whichever comes first. Such employees shall be eligible to continue health insurance coverage only so long as the employee pays his/her share of the monthly premium to the County on or before the first day of the month for which the premium is intended. 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. Nothing in this section precludes the County's ability to seek a disability retirement or to initiate a separation of employment where the County is no longer able to continue to reasonably accommodate their continued leave of absence.

- 9.3 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 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 a hazard to the employee or to the employee's fellow workers or to the employee's own permanent health.
- 9.4 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 on going 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.
- 9.5 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 employee's 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 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 the employee 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 leave of absence of ten (10) or more consecutive workdays. A probationary period may also be extended at the discretion

of the Department Head prior to its completion and with notice to the employee for a period not to exceed six months, for the purposes of enabling a more extensive review and evaluation of a probationary employee prior to his/her attaining permanent status.

- 10.4 All promotional appointments will be probationary for one 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 that is mutually acceptable.
- 10.5 Probationary employees are permitted to use accrued vacation time from the date of employment.

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 Sheriff 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 on or before December 31, 1991, shall receive an increase of 5% in lieu of being placed at salary step 6 after five (5) full years of service at salary step 5.

11.3 Placement Upon Promotion

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 five percent (5%) higher than the employee's former pay rate, except, however, that no employee shall be placed in a new classification at a step higher than Step 5.

11.4 Pay Periods

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 uniform allowance on the third paycheck. Three paydays within a month should occur twice a year and according to the Tehama County payday schedule.

11.5 Working Out of Class

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 not 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.

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.

Employees assigned to work in the classification of Detective/Investigator who are not occupying permanent positions classified as Detective/Investigator shall not be eligible for out-of-class pay as a Detective/Investigator.

Wages received while working out-of-class are pensionable only for "classic members" under the California Public Employees' Pension Reform Act ("PEPRA"), and considered "temporary upgrade pay".

11.6 Special Pays

a. POST Certification

- 1) Effective the first day of the pay period following receipt by the Sheriff of an employee's Intermediate or Advanced Certificate awarded by the Commission on Peace Officers Standards and Training ("POST"), 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 seven and one-half percent (7.5%) for an Advanced Certificate.

During that same initial pay period following receipt by the Sheriff 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 Human Resources 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) Said 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 Sheriff.
- 3) In-service classroom training as provided by the Sheriff'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 Sheriff.
- 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 Sheriff of satisfactory documentation supporting the training received.

b. Education Incentive

Effective on the first day of the pay period following the Employee's qualification for the Educational Incentive, whichever is later, the County will provide an Educational Incentive for the Correctional Deputy and Correctional Sergeant classifications. The amount of the Educational Incentive will be an increase of two and a half percent (2.5%) of his/her current wage rate.

Nothing within the purview of this Section 11.6.2 may be subject to the Grievance and Arbitration procedure found in Article 7 of this Agreement.

The requirements for the Education Incentive are as follows:

- 1) Employee must be a Correctional Deputy or Correctional Sergeant. (For purposes of this section, "Correctional Deputy" does not include "Correctional Deputy I"); AND

- 2) Employee must have satisfactorily completed the probationary period as a Correctional Deputy; AND
- 3) The Employee's performance evaluation as a Correctional Deputy or Correctional Sergeant must have a rating of "competent" or better at all times while receiving the Educational Incentive; AND
- 4) Employee must have obtained one of the following combinations of education, experience and training, related to law enforcement, as determined by the Sheriff in his/her sole discretion:
 - a) Associates degree* + 3 years of experience as a Correctional Deputy I, Correctional Deputy or Correctional Sergeant + 60 hours of training; OR
 - b) Bachelor's degree* + 2 years of experience as a Correctional Deputy I, Correctional Deputy or Correctional Sergeant + 60 hours of training; OR
 - c) No degree/some related coursework* + 5 years of experience as a Correctional Deputy I, Correctional Deputy or Correctional Sergeant + 120 hours of training

c. Training Officers

- 1) Both parties acknowledge that employees of the Sheriff's Department may be assigned, for specific and limited periods of time, to train new employees by utilizing a standardized, formal training curriculum. In consideration of such assignment, an employee of the Sheriff's Department designated by the Sheriff as a training officer shall receive a five percent (5%) salary increase while acting as a training instructor. Employees designated as Training Officers who are not currently assigned training duties will receive a two and one-half percent (2½%) salary increase for regularly scheduled shifts.
- 2) The number and identity of training officers shall be designated by the Sheriff. Provided, however, that the number will not exceed eleven (11) training officers within the Sheriff's Office at one time.

d. 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 Sheriff for operational reasons.

e. Bilingual: Employees responsible to provide bilingual services shall receive an increase to base salary of five percent (5%). 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. The number of employees eligible to participate in this program shall be established annually with the adoption of the County's Position Allocation List.

- f. Resident Deputy: An employee designated as the "Resident Deputy" 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 Sheriff for operational reasons.
- g. Shift Differential: Represented members of the bargaining unit whose regular shift includes hours worked between six o'clock p.m. (6:00 p.m.) and ending at six o'clock a.m. (6:00 a.m.), shall receive fifty cents (.50) per hour for shift differential, for such hours worked. The Sheriff's mandatory shift rotation policy will remain in effect.

11.7 Wage Range Assignments

- a. Wage range assignments for represented classifications will be shown in Exhibit A with dollar values shown in Exhibits B and Exhibits C .

For purposes of this agreement, the following classifications are defined as "Safety":

- Correctional Deputy, Correctional Deputy I, Correctional Sergeant, Deputy Sheriff, Deputy Sheriff I, Detective-Investigator, and Sergeant.

For purposes of this agreement, the following classifications are defined as "Miscellaneous":

- Administrative Secretary III, Animal Regulation Officer, Communications Dispatcher, Deputy Coroner I and II, Sheriff's Service Officer I, II, and III, and Supervising Communications Dispatcher.

- b. Effective June 30, 2024, the Correctional Deputy I classification shall move from Salary Range 25 to Salary Range 28 and the Correctional Deputy classification shall move from Salary Range 29 to Salary Range 32, as reflected on Exhibit A.
- c. The wage rates shown on Exhibits B shall be effective June 30, 2024 and represent an increase of two and one-half percent (2.5%).
- d. The wage rates shown on Exhibits C shall be effective June 29, 2025 and represent an increase of three percent (3%).

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.

The Sheriff shall establish a staffing policy within the constraints of the approved departmental budget that takes into consideration the safety of the deputies.

12.2 Work Shifts

- a. Except as otherwise provided in this Article, a work shift shall normally consist of eight (8) hours with a meal break near the middle of the shift. The workweek may begin on any day of the week or at any hour of the day during the workweek. The work schedule may be modified from time to time by the County as required by the needs of the service.
- b. In his discretion, the Sheriff may implement a 12-hour shift schedule, a 4/10 work schedule or a 9/80 work schedule for any sworn or non-sworn employee represented by DSA, and make corresponding changes to the workweek to facilitate that schedule. The Sheriff may discontinue any employee's alternative work schedule and return to a regular schedule at any time.
- c. If implemented by the Sheriff, the 12-hour shift schedule, the 4/10 schedule, and/or 9/80 schedule for employees not subject Section 7(k) of the Fair Labor Standards Act (29 U.S.C. 207(k)) (referred to in this Article as "non-sworn" employees) shall be subject to the following guidelines:
 - 1) Employees authorized to work the 9/80 schedule will work a compressed schedule of 80 hours over a 9 day period of two work weeks. Employees authorized to work the 4/10 schedule will work four 10-hour days each work week. Employees authorized to work the 12-hour shift schedule will work 80 hours in a period of two work weeks comprised of one week with three consecutive days of 12 hour shifts and one week with four consecutive days of three 12 hour shifts and one 8 hour shift.
 - 2) The Sheriff shall establish each employee's basic workweek and work period in accordance with the FLSA, and shall not arrange any work schedule that results in any non-exempt employee regularly incurring overtime compensable under the FLSA without approval of the Board of Supervisors.
 - 3) Employees working the 12 hour shift schedule, 9/80 schedule, or 4/10 schedule will be compensated for holidays on the basis of an eight (8) hour day (prorated for part-time regular employees) regardless of whether the employee's regular day is eight, ten, or twelve hours.
 - 4) All alternative work arrangements must conform to the overtime, record keeping, and other provisions of the Fair Labor Standards Act (FLSA), and all applicable provisions of the DSA MOU.

- 5) An office schedule for the Sheriff's Office shall be put in writing to ensure that management and employees have a mutual understanding of the specifics of the schedule.
 - 6) The hours in which the Sheriff's Office is open to the public will be maintained as determined by the Sheriff. Employees will work with management of the Sheriff's Office to request days off in a manner that allows the Sheriff's Office to remain open during its regular business hours.
 - 7) Employees on alternative work schedules may be required to return to a regular schedule to accommodate special events or local emergencies, to cover workloads when other employees are out of the office, or to accommodate other special circumstances as needed.
- d. The overtime period for all non-sworn employees represented by DSA allows for three 12 hour days in week 1 and three 12 hour days plus an 8 hour day in week 2, without incurring overtime compensation, pursuant to Section 7(b) of the Fair Labor Standard Act (29 U.S.C. § 7(b)). The work period for these employees is hereby established as 1040 hours in any 26 week period pursuant to Section 7(b)(1) of the FLSA. No non-sworn employee shall work in excess of this amount without payment of overtime compensation in accordance with the FLSA and Article 12.4 of this MOU.
 - e. The work period for all employees subject to Section 7(k) of the Fair Labor Standards Act (29 U.S.C. 207(k)) (referred to in this Article as "sworn" employees) shall be twenty-eight (28) consecutive days, and such employees shall be entitled to overtime compensation for all hours worked in excess of 171 hours during any work period.

12.3 Employees shall normally be scheduled to receive at least twelve (12) hours off between shifts. All hours worked within this twelve-hour period shall be compensated at the rate of one and one-half (1½) times the regular rate of pay.

12.4 Overtime is defined as:

- a. Time worked in excess of the regular work hours of the assigned work shift
- b. Time worked on a non-work day.
- c. Time worked in excess of the work period limits set forth in Article 12.2(d) and 12.2(e) for non-sworn and sworn employees, respectively.

Overtime shall be computed to the nearest one-quarter (¼) hour.

12.5 Overtime compensation shall be paid at a rate equivalent to one-and-one-half (1½) times the regular rate of pay or, at the Department Head's option, the employee may receive time off with pay at the rate of one-and-one-half (1½) 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 one hundred twenty (120) hours. In the event overtime is worked, when an employee has the maximum accumulation of compensatory time, 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 compensatory time previously earned. An employee can cash out up to eighty (80) hours of their accumulated Compensatory Time Off balance in the months of June and/or December of each year.

- 12.6 Employees who are required to report for work on their non-work days shall be paid overtime compensation for the actual hours worked, but in no event less than (3) three overtime hours (i.e., four and one-half (4.5) hours of compensation). Employees who are required to report for work outside of their regular hours on work days shall be paid overtime compensation for the actual hours worked outside of their regular shift as follows: If an employee is called into work prior to his/her regular hours of work, or performs overtime work immediately following the end of his/her regular hours of work, the employee is paid overtime compensation only for the actual overtime hours worked outside of his/her regular shift.
- 12.7 Employees who are subpoenaed to appear in court during non-work hours, and do not receive cancellation notice within twenty-four hours (24) before scheduled appearance time, will receive one (1) hour of overtime (1 ½ times hourly rate).
- 12.8 Whenever an employee is required to stand by awaiting duty, the employee shall be compensated for such stand-by time at the rate of three (3) hours pay at the straight time rate for each eight (8) hours of stand-by time. 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.

ARTICLE 13: Promotion and 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.
- 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 Step 5.
Following promotion the employee's pay anniversary date will change according to Article 15 ("Seniority") of this MOU.
- 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: Layoffs and Furloughs

- 14.1 When it becomes necessary for the County to layoff 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(d).
 - 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 14.2(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 (24) 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 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 work days 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: Seniority

15.1 Seniority will be calculated and accrued on an hour-for-hour basis. All benefits, 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

15.2 All paid time including vacation, sick leave, bereavement leave, compensatory time off, and catastrophic donations will be counted toward an employee's seniority accrual. 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.

15.3 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

All qualifying leaves of absence will be designated under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) and granted to an employee who requests a leave of absence that meets the requirements for these mandated leaves. Pregnancy Disability Leave (PDL) will be provided as required by statute. PDL eligibility begins on the date of employment. PDL will run concurrently with any other leaves of absence that an employee may qualify for.

16.2 Leaves Granted By Department Heads

A Department Head Leave of Absence may be granted as an extension to a mandated leave of absence when necessary for the employee's recovery or for other urgent and substantial reasons of the employee. A Department Head Leave of Absence can be granted to regular employees with at least one (1) year of continuous employment with the County as follows: The Department Head may grant up to a maximum of sixty (60) consecutive days of approved leave of absence for urgent or substantial reasons, 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 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 Worker's 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.

16.5 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.

16.6 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.

16.7 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 who has exhausted all leave balances, 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.

16.8 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 SDI or PFL.

ARTICLE 17: Expenses

17.1 Whenever an employee uses his/her personal automobile for the County's convenience, he 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 for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by the County.

17.3 Transit Subsidy

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 Cell Phones

- a. As the duties of certain employees require the use of a cellular telephone in the course of County business, the County will provide those employees a cellular phone allowance up to a maximum of sixty dollars (\$60) a month to cover all costs of such cell phone, related equipment, and service, except as provided in subdivision (b). The cellular telephone allowance is not considered part of salary and is therefore not included in the Public Employees' Retirement System calculations. The Sheriff will make the final determination, in his sole discretion, of those employees whose duties require the use of a cell phone in the course of County business, and the amount of such allowance, up to the \$60 maximum. Such employees will be required to obtain and maintain a cell phone and make that cell phone available for use on County business at all times, and will be responsible for purchases, billing and any other upgrades on such cell phone.
- b. Employees assigned to the Tehama Interagency Drug Enforcement Task Force (TIDE) will not receive the cell phone allowance and will be provided a cell phone funded by TIDE. Cell phones provided by TIDE will not be used for personal use by the employee under any circumstances. As employees leave TIDE and are assigned to a different unit of the Sheriff's Office, it is the responsibility of said employees to request that the Sheriff resume payment of the cell phone allowance, if applicable, and to surrender the cell phone that was provided by TIDE to the department.

ARTICLE 18: Sick Leave

- 18.1 a. 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 that has the same ratio to the accrual rate of full-time employees as the part-time employee's work hours have to the work hours of full-time employees.
- b. Notwithstanding Section 18.1(a), employees with a sick leave balance greater than or equal to five hundred (500) hours on October 1, 1995, 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, 1995, 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 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.

- c. 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.
- d. If an employee has a sick leave balance greater than 500 hours, the employee may request to convert up to one hundred sixty (160) hours per fiscal year (equal to eight (8) months multiplied by up to ten (10) hours each pay period) at fifty percent (50%) of the dollar value (based on the hourly rate in effect for the employee at the time of conversion) to the employee's 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 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 the fiscal year. This benefit shall not be available to the employee as a direct cash payment and shall not be subject to PERS contributions.

18.2 Except as provided by Article 9, sick leave shall be allowed for a non-work related absence due to: 1) the inability of an employee to be present or perform the employee's duties because of personal illness, injury, or confinement for medical treatment; 2) personal medical or dental appointments which are impractical to schedule outside of regular working hours; or 3) 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
8. Designated person (An individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee may only request Family Sick Leave for one designated person per fiscal year.)

18.3 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The County 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 his/her former position without hazard to himself or to his/her fellow employees or to his/her own permanent health. Such examination or examinations shall be at the sole expense of the County.

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

18.5 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 an employee's termination, each current employee who has used no more than three regularly assigned shifts 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 1 only upon the written assurance by the Department Head that the employee's overall performance is satisfactory.
- b. In December of each year, or at the time of an employee's termination, each current employee who has used no more than five regularly assigned shifts 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 1 only upon the written

assurance by the Department Head that the employee's overall performance is satisfactory.

- c. The County shall exclude Bereavement time reported as sick leave for purposes of determining eligibility for Sick Leave incentive payments.

18.6 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 an 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 (\$2,000.00) 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).

18.7 The County shall allow employees to transfer the value of vacation or compensatory time off on a cash out basis to an employee who due to a catastrophic illness has exhausted all County paid leave options in accordance with Tehama County Policy/Procedure #319.

ARTICLE 19: Bereavement Leave

19.1 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 and any child or close relative/person who resided with the employee at the time of death.

19.2 Employees requesting bereavement leave will notify their supervisor in a manner consistent with the procedures for sick leave usage.

ARTICLE 20: Holidays

20.1 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. The third Monday in February, known as "Presidents' Day"
- d. March 31st, known as "César Chávez Day"
- e. The last Monday in May, known as "Memorial Day"
- f. June 19th, known as "Juneteenth"
- g. July 4th, known as "Independence Day"
- h. The first Monday in September, known as "Labor Day"
- i. The second Monday in October, known as "Columbus Day"
- j. November 11th, known as "Veterans' Day"
- k. The fourth Thursday in November, known as "Thanksgiving Day"
- l. The Friday after Thanksgiving Day
- m. December 25th, also known as "Christmas Day"
- n. The last workday before Christmas Day or the last workday before New Year's Day, as determined by the County

20.2 Notwithstanding the foregoing, employees 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 or where a holiday falls on an employee's regularly scheduled day off, the employee shall receive holiday pay in the form of an additional eight (8) hours of pay, or at the Sheriff's option, employees may have eight (8) hours added to their vacation balance in lieu of holiday pay.

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

ARTICLE 21: Vacations

21.1 Regular and probationary full-time employees of the County shall accrue vacations with pay as follows:

- a. 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 hours 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.

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

21.3 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, 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 work days, the employee's preferential rights shall only apply to one period in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period.

21.4 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.

21.5 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 vacation, he shall receive pay for the holiday as such; and it shall not be counted as a day of vacation.

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

If as a result of County necessity an employee is unable to take a scheduled vacation which results in the employee exceeding the December 31 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 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 310 hours at time of separation. Any hours in excess of 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 310 hours, pay the employee for the excess hours at their regular pay rate, or a combination of the two.

- 21.7 Employees whose employment with the County is terminated for any reason shall, at the time of termination, receive compensation for any unused vacation period previously earned.
- 21.8 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 and 2017 calendar years, if the employee has current vacation accruals of at least one hundred twenty (120) hours, the Board of Supervisors may, in its discretion and at the employee's request, compensate the employee for up to forty (40) hours of accumulated vacation time per year, in lieu of vacation time off with pay.
- b. Beginning with the 2018 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 2018 calendar year will be made before December 31, 2017).

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 22: Uniforms

22.1 Each regular status employee who is required to wear or maintain a uniform as a condition of employment shall receive a uniform allowance of seven-hundred twenty dollars (\$720.00) per year effective January 1, 2009. Payments shall be made as follows:

- a. Upon initial appointment with the Sheriff's Department, each newly hired employee shall receive a \$360.00 advance payment to help offset the initial expense of uniform purchases.
- b. Six months following initial appointment, the employee shall receive \$30.00 twice per month to offset replacement and maintenance costs of uniforms. This payment shall continue until the employee qualifies for annual advances as described in paragraph (c) below.
- c. Beginning in December following completion of one year of service, each employee shall receive a \$720.00 advance payment for the uniform allowance for the following calendar year.
- d. Should an employee who has received an annual 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 sixty dollars (\$60.00) for each full calendar month remaining in the calendar year, as measured from the date of separation.

22.2 Safety Vests

- a. The County shall make safety vests available to all sworn staff within the bargaining unit.
- b. The Sheriff will establish a safety vest evaluation committee comprised of two representatives appointed by the Association and two representatives appointed by the Sheriff. The committee will review body armor quality and threat levels and make recommendations to the Sheriff.

ARTICLE 23: Employee Evaluations

23.1 Each employee shall be evaluated in writing by his/her 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.

23.2 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.

- 23.3 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 24: Employee Discipline

- 24.1 During the probationary period, any employee shall be subject to disciplinary action, including termination, and shall not have the right to a hearing or the right to file a grievance with respect thereto. Upon completion of the probationary period, employees shall be subject to disciplinary action for cause as prescribed herein.
- 24.2 The County has the right to take appropriate disciplinary action against any employees, including but not limited to, oral or written reprimand, suspension with or without pay, reduction in compensation, retention on the same step of the salary schedule, transfer, demotion and discharge. By mutual agreement between the employee and the County, an employee may be allowed to work without pay in lieu of suspension without pay for disciplinary purposes.
- 24.3 No disciplinary action shall be taken for any cause which arose prior to the employee attaining regular status, 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. Drinking any kind of intoxicating liquor while on duty, or reporting for duty with liquor on the breath.
 - b. Neglect of duty.
 - c. Violation of any criminal law.
 - d. Sleeping while on duty.
 - e. Incompetence or inefficiency in work performance.
 - f. Disobedience of orders.
 - g. Leaving post before being properly relieved.
 - h. Being absent from duty without permission.
 - i. Using coarse, profane or insolent language to a superior officer or to any member of the Department, or to a citizen.
 - j. Insubordination.
 - k. Neglecting to treat officers and members of the Department and all other persons courteously and respectfully.
 - l. Willful maltreatment of a prisoner or any person.
 - m. Making false official reports or false reports to the station, such as being sick or injured on duty for the purpose of obtaining time off.
 - n. Neglecting to wear a uniform while on duty, if required to do so.
 - o. Neglecting to appear neat and clean at all times in public while on duty.
 - p. Receiving or accepting any regard or gift of any kind from any person arrested or from any friend on his/her behalf while in custody.

- q. Communicating or giving out any information to any person concerning the business of the Department to the detriment of the Department.
- r. Communicating any information that may aid a person to escape arrest, or to delay the apprehension of a criminal, or secure the removal of stolen or embezzled goods or other valuables.
- s. Incapacity due to a mental or physical disability.
- t. Willful damage to public property or waste of public supplies or equipment.
- u. Fraud in securing appointment.
- v. Dishonesty.
- w. Addiction to, or the use of, narcotics.
- x. Interference with other employees in the performance of their duties.
- y. Any willful conduct which impedes or acts to the detriment of the operations of the Department.

24.4 Prior to the imposition of discipline on a regular status employee other than an oral or 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, 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. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for a hearing within the time specified 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.

24.5 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 pertinent comments. The file may not, however, be removed from the County office.

ARTICLE 25: Jury Duty

25.1 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.

25.2 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 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.

ARTICLE 26: Employee Benefit Programs

26.1 Retirement Plan

- a. All regular and probationary employees are covered by a 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. "Classic" Employees
 - 1) The defined benefit retirement formula for "classic employees" in the Safety member classification, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is 3% @ 55.
 - 2) The defined benefit retirement formula for "classic employees" in the Miscellaneous member classification, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is 2% @ 55.
 - 3) The County will not pay any portion of the required CalPERS member contribution on behalf of any "classic" Safety 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 contribution), on a pre-tax basis. Such contributions by the employee shall be credited to the employee's account.
 - 4) The County will not pay any portion of the required CalPERS member contribution on behalf of any "classic" Miscellaneous 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., seven percent (7%) of the employee's salary subject to CalPERS contribution), on a pre-tax basis. Such contributions by the employee shall be credited to the employee's account.
- c. "New" Employees
 - 1) The defined benefit retirement formula for all "new employees" in the Safety member classification, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is 2.7% @ 57.
 - 2) The defined benefit retirement formula for all "new employees" in the Miscellaneous member classification, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is 2% @ 62.

3) In accordance with Government Code section 7522.30, and notwithstanding any other provision of this or any prior Memorandum of Understanding, "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.

d. Retirement/Military Service Buyback: The County's contract with CalPERS includes "Military Stats 76/"Military Service Credit buy back" (Government Code Section 21024) for Safety and Miscellaneous employees .

26.2 Group Insurance

a. The combined premium rate (health, dental vision and life) will be shared on the following basis: 80% County paid, 20% employee paid.

b. The County shall 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 employee's work hours.

c. 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.

26.3 Employees, during initial enrollment or during County-wide open enrollment periods held for the purpose of moving from one insurance program to another, may elect to participate in the group health insurance programs sponsored by the County.

26.4 Notwithstanding any other provision of this agreement, the County may at its discretion change insurance carriers, claims administrators or the benefit structure of the insurance programs, providing the benefits and the premiums remain substantially the same as the previous benefits and premiums. The Association may appoint one representative to sit as a member of the Health Insurance Advisory Committee whose responsibility it is to review proposed changes and provide input to the Board of Supervisors.

26.5 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.

Employees who do not participate in the County's group health insurance package may obtain an individual life insurance policy in the amount of \$30,000, with the premium rate shared on the following basis: 80% County paid, 20% employee paid.

26.6 Section 125 Benefit Program: All regular, qualifying employees may elect to participate in the County's "Premium Only" Section 125 benefit program providing pre-tax benefits for employees' contributions to the group health insurance premium.

26.7 The County conducted an election in March of 2004 to determine if participation in the State Disability (SDI) and Paid Family Leave (PFL) programs was desired by Association members. As a result of the election, Association members began participating in the SDI and PFL programs effective July 1, 2004.

26.8 Deferred Compensation

a. The County agrees to provide access to an Internal Revenue Code Section 457 deferred compensation plan.

b. While the County maintains the discretion to change deferred compensation plan and provider 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 27: Joint Labor Management Committee

27.1 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 two (2) members appointed by the Union and three (3) members appointed by the County. The members representing the County may increase if the meeting includes all bargaining units. The County will focus on subjects of mutual interests, not limited to Health and Wellness and Employee Incentive Programs. The JLMC shall attempt to positively impact the County through employee recommendations to Department Heads resulting in the more efficient, effective, and/or economical county operations. The frequency of the meetings shall not exceed once every 2 months and the duration of the meeting will be limited to a maximum of three (3) hours per meeting. The committee will be responsible for submitting recommendations to the County Chief Administrator for further consideration. The Chief 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

Chief Administrator. 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 28: Savings Provision

28.1 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 29: Effect of Memorandum of Understanding

29.1 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 30: Emergency Provision

30.1 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 31: Entire Agreement

31.1 This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. This Memorandum of Understanding replaces and supersedes, in its entirety, any prior Memorandum of Understanding between 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 32: Term

- 32.1 Except as otherwise provided herein, this Memorandum of Understanding shall take effect September 1, 2023, and shall remain in full force and effect until June 30, 2026. 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.
- 32.2 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.
- 32.3 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.

ARTICLE 33: Personnel Rules Reopener

33.1 The County and the Association agree to a reopener related to the creation of Countywide Personnel Rules to centralize personnel policies relevant to all County employees that are not otherwise bargaining unit specific, including, but not limited to, leaves of absence policies, disciplinary policies, grievance procedures, and other uniform personnel policies at the County. There is no intent to diminish or lessen current personnel rules.


Entered into this _____ day of _____, 2024 by the undersigned:

For the County:



 Gabriel Hydrick
 Chief Administrator

For the Union:




 Zachary Backus
 President

APPROVED:



 John Leach, Chairman
 Board of Supervisors



 Randy Sousa
 Vice-President

APPROVED AS TO FORM:

 Margaret Long
 County Counsel

EXHIBIT A
TEHAMA COUNTY SHERIFF'S ASSOCIATION
AFFILIATED WITH THE
PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA
SCHEDULE OF RANGE ASSIGNMENTS

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Deputy Sheriff Association

Contract Description: For the purpose of MOU

APPROVED AS TO FORM:

Date: 06/18/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel

EFFECTIVE JUNE 30, 2024

SAFETY CLASSIFICATIONS

CLASS TITLE	RANGE	
CORRECTIONAL DEPUTY	32	
CORRECTIONAL DEPUTY I	28	
CORRECTIONAL SERGEANT	39	
DEPUTY SHERIFF	40	
DEPUTY SHERIFF I	36	
DETECTIVE-INVESTIGATOR	44	
SERGEANT	47	

MISCELLANEOUS CLASSIFICATIONS

CLASS TITLE	RANGE	
ADMINISTRATIVE SECRETARY III (DSA)	26	
ANIMAL REGULATION OFFICER	19	
COMMUNICATIONS DISPATCHER	28	
DEPUTY CORONER I	29	
DEPUTY CORONER II	33	
SHERIFF'S SERVICE OFFICER I	14	
SHERIFF'S SERVICE OFFICER II	18	
SHERIFF'S SERVICE OFFICER III	22	
SUPERVISING COMM DISPATCHER	34	

EXHIBIT B
TEHAMA COUNTY SHERIFF'S ASSOCIATION
AFFILIATED WITH THE
PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA SCHEDULE OF
HOURLY WAGE RATES
EFFECTIVE JUNE 30, 2024
2.5% ADJUSTMENT

Salary Range	Hourly				
	Step A	Step B	Step C	Step D	Step E
10		16.73	17.57	18.45	19.37
11	16.33	17.15	18.01	18.91	19.85
12	16.74	17.58	18.46	19.38	20.35
13	17.16	18.02	18.92	19.87	20.86
14	17.59	18.47	19.39	20.36	21.38
15	18.03	18.93	19.88	20.87	21.92
16	18.48	19.40	20.37	21.39	22.46
17	18.94	19.89	20.88	21.93	23.02
18	19.42	20.39	21.41	22.48	23.60
19	19.90	20.90	21.94	23.04	24.19
20	20.40	21.42	22.49	23.61	24.80
21	20.91	21.95	23.05	24.20	25.41
22	21.43	22.50	23.63	24.81	26.05
23	21.97	23.07	24.22	25.43	26.70
24	22.52	23.64	24.82	26.07	27.37
25	23.08	24.23	25.45	26.72	28.05
26	23.66	24.84	26.08	27.39	28.75
27	24.25	25.46	26.73	28.07	29.47
28	24.85	26.10	27.40	28.77	30.21
29	25.48	26.75	28.09	29.49	30.97
30	26.11	27.42	28.79	30.23	31.74
31	26.77	28.10	29.51	30.98	32.53
32	27.43	28.81	30.25	31.76	33.35
33	28.12	29.53	31.00	32.55	34.18
34	28.82	30.26	31.78	33.37	35.03
35	29.54	31.02	32.57	34.20	35.91
36	30.28	31.80	33.39	35.06	36.81
37	31.04	32.59	34.22	35.93	37.73
38	31.82	33.41	35.08	36.83	38.67
39	32.61	34.24	35.95	37.75	39.64
40	33.43	35.10	36.85	38.69	40.63
41	34.26	35.97	37.77	39.66	41.65

42	35.12	36.87	38.72	40.65	42.69
43	36.00	37.80	39.69	41.67	43.75
44	36.90	38.74	40.68	42.71	44.85
45	37.82	39.71	41.69	43.78	45.97
46	38.76	40.70	42.74	44.87	47.12
47	39.73	41.72	43.81	46.00	48.30
48	40.73	42.76	44.90	47.15	49.50
49	41.74	43.83	46.02	48.32	50.74
50	42.79	44.93	47.17	49.53	52.01
51	43.86	46.05	48.35	50.77	53.31
52	44.95	47.20	49.56	52.04	54.64
53	46.08	48.38	50.80	53.34	56.01
54	47.23	49.59	52.07	54.67	57.41
55	48.41	50.83	53.37	56.04	58.84
56	49.62	52.10	54.71	57.44	60.31
57	50.86	53.40	56.08	58.88	61.82
58	52.13	54.74	57.48	60.35	63.37
59	53.44	56.11	58.91	61.86	64.95
60	54.77	57.51	60.39	63.41	66.58
61	56.14	58.95	61.90	64.99	68.24
62	57.55	60.42	63.44	66.62	69.95
63	58.98	61.93	65.03	68.28	71.70
64	60.46	63.48	66.66	69.99	73.49
65	61.97	65.07	68.32	71.74	75.33
66	63.52	66.70	70.03	73.53	77.21
67	65.11	68.36	71.78	75.37	79.14
68	66.73	70.07	73.58	77.25	81.12
69	68.40	71.82	75.41	79.19	83.14
70	70.11	73.62	77.30	81.17	85.22
71	71.87	75.46	79.23	83.19	87.35
72	73.66	77.35	81.21	85.27	89.54
73	75.50	79.28	83.24	87.41	91.78
74	77.39	81.26	85.32	89.59	94.07
75	79.33	83.29	87.46	91.83	96.42

EXHIBIT C
TEHAMA COUNTY SHERIFF'S ASSOCIATION
AFFILIATED WITH THE
PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA SCHEDULE OF
HOURLY WAGE RATES
EFFECTIVE JUNE 29, 2025
3% ADJUSTMENT

Salary Range	Hourly				
	Step A	Step B	Step C	Step D	Step E
10	16.41	17.23	18.10	19.00	19.95
11	16.82	17.67	18.55	19.48	20.45
12	17.24	18.11	19.01	19.96	20.96
13	17.68	18.56	19.49	20.46	21.49
14	18.12	19.02	19.97	20.97	22.02
15	18.57	19.50	20.47	21.50	22.57
16	19.03	19.99	20.99	22.04	23.14
17	19.51	20.49	21.51	22.59	23.72
18	20.00	21.00	22.05	23.15	24.31
19	20.50	21.52	22.60	23.73	24.92
20	21.01	22.06	23.16	24.32	25.54
21	21.54	22.61	23.74	24.93	26.18
22	22.07	23.18	24.34	25.55	26.83
23	22.63	23.76	24.95	26.19	27.50
24	23.19	24.35	25.57	26.85	28.19
25	23.77	24.96	26.21	27.52	28.90
26	24.37	25.58	26.86	28.21	29.62
27	24.98	26.22	27.54	28.91	30.36
28	25.60	26.88	28.22	29.64	31.12
29	26.24	27.55	28.93	30.38	31.89
30	26.90	28.24	29.65	31.14	32.69
31	27.57	28.95	30.39	31.91	33.51
32	28.26	29.67	31.15	32.71	34.35
33	28.96	30.41	31.93	33.53	35.21
34	29.69	31.17	32.73	34.37	36.09
35	30.43	31.95	33.55	35.23	36.99
36	31.19	32.75	34.39	36.11	37.91
37	31.97	33.57	35.25	37.01	38.86
38	32.77	34.41	36.13	37.94	39.83
39	33.59	35.27	37.03	38.88	40.83
40	34.43	36.15	37.96	39.86	41.85

41	35.29	37.05	38.91	40.85	42.89
42	36.17	37.98	39.88	41.87	43.97
43	37.08	38.93	40.88	42.92	45.07
44	38.00	39.90	41.90	43.99	46.19
45	38.95	40.90	42.95	45.09	47.35
46	39.93	41.92	44.02	46.22	48.53
47	40.93	42.97	45.12	47.38	49.75
48	41.95	44.05	46.25	48.56	50.99
49	43.00	45.15	47.40	49.77	52.26
50	44.07	46.28	48.59	51.02	53.57
51	45.17	47.43	49.80	52.29	54.91
52	46.30	48.62	51.05	53.60	56.28
53	47.46	49.83	52.33	54.94	57.69
54	48.65	51.08	53.63	56.32	59.13
55	49.86	52.36	54.97	57.72	60.61
56	51.11	53.67	56.35	59.17	62.12
57	52.39	55.01	57.76	60.65	63.68
58	53.70	56.38	59.20	62.16	65.27
59	55.04	57.79	60.68	63.72	66.90
60	56.42	59.24	62.20	65.31	68.57
61	57.83	60.72	63.75	66.94	70.29
62	59.27	62.24	65.35	68.61	72.05
63	60.75	63.79	66.98	70.33	73.85
64	62.27	65.39	68.66	72.09	75.69
65	63.83	67.02	70.37	73.89	77.59
66	65.43	68.70	72.13	75.74	79.52
67	67.06	70.41	73.93	77.63	81.51
68	68.74	72.17	75.78	79.57	83.55
69	70.46	73.98	77.68	81.56	85.64
70	72.22	75.83	79.62	83.60	87.78
71	74.02	77.72	81.61	85.69	89.98
72	75.87	79.67	83.65	87.83	92.22
73	77.77	81.66	85.74	90.03	94.53
74	79.71	83.70	87.89	92.28	96.89
75	81.71	85.79	90.08	94.59	99.32