

**MEMORANDUM OF UNDERSTANDING**

*between*

**THE REPRESENTATIVES OF THE  
COUNTY OF TEHAMA**

*and*

**THE REPRESENTATIVES OF THE  
JOINT COUNCIL OF  
INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS, LOCAL 39, AFL-CIO, AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL  
1292, AFL-CIO**

**Effective: December 1, 2019 through July 1, 2022**

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## **DEFINITIONS**

**Board** means the Board of Supervisors of the County of Tehama.

**Classification** means a job title and job description or class specification adopted by the Board of Supervisors and identified within the County's personnel budget.

**County** means the County of Tehama and, where appropriate herein, includes the Tehama County Board of Supervisors or any duly authorized County representative.

**Compensatory Time Off (CTO)** is a leave account which holds only hours considered overtime which were not paid to the employee in the pay period in which they worked and they may take at a later date as approved.

**Day** means calendar day unless expressly stated otherwise.

**Designee** refers to the individual appointed to make such decisions within the department.

**Employee** means a person occupying a full-time or part-time allocated position in County service, except for elected officials.

**Extra Help** means any employee who is employed for a period of short duration (not to exceed 1000 hours in a year) whether part time or full time, in a position which is designated as extra help. Extra help employees are not eligible for benefits of a regular employee and are not members of the Union.

**Layoff** is defined as a reduction in force which became necessary in the judgment of the department head or the Board of Supervisors because of lack of funding, or because the necessity for a position (s) no longer exist.

**Leave of Absence** is defined as approved time off due to personal, medical or other circumstances whether paid or unpaid.

**Part time employee:** 1) Any employee who is assigned to work substantially less than the normal hours of work during the employee's period of employment; or 2) A part time employee may be either a "regular" or an "extra-help" employee, and eligibility of such employee for the benefits provided in this Agreement shall be determined accordingly<sup>3</sup> An employee assigned on a part-time basis shall accrue salary and benefits on pro rata basis.

**Probationary Status** is the status of an employee who is serving a probationary period of the position and/or class in which he/she is currently employed following either initial appointment or promotion.

**Promotion** is the advancement of an employee from a position in one class to a position in another class having a higher maximum pay rate.

**Regular Full Time Employees** working in a full time position (40 hours per week) regardless of their probationary status.

**Regular employee** means any employee who occupies a permanent position whether part time or full time. A regular employee is an employee who has successfully completed the probationary period set within the Memorandum of Understanding.

**Supervisory Employee** means any employee having the authority to exercise independent judgment in assigning work or evaluating performance and to effectively recommend on actions to hire, promote, transfer, lay off, recall, discipline, suspend, discharge or adjust grievances of other employees, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

## **ARTICLE 1: PREAMBLE**

This agreement, hereinafter referred to as Memorandum of Understanding entered into by the County of Tehama, hereinafter referred to as the County, and the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO (exclusive bargaining representative), and Service Employees International Union, Local 1292, AFL-CIO, hereinafter referred to as the Union; has as its purpose the promotion of harmonious labor relations between the County and the Union; establishment of a peaceful procedure for the resolution of differences; and the establishment of wages, hours and other conditions of employment. The term "agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

## **ARTICLE 2: RECOGNITION**

The County recognizes the Union as the Exclusive Representative of all employees of the County who hold a classification listed on Exhibit "A" of this Memorandum of Understanding. Excluded from this unit of employees are all management, confidential, temporary, and extra-help employees, subject to limitations and exclusions as set forth in the County of Tehama Employer-Employee Relations Resolution (Resolution No. 66-2003). The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the County for whom the Union is the established Exclusive Representative.

## **ARTICLE 3: UNION SECURITY**

### 3.1 Dues Deductions

- a. The Union shall have regular dues/fees deducted from an employee's wages. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Union. The County shall make any such authorized employee deductions based on certification from the Union and provide reports of these transactions to the Union. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

### 3.2 Indemnification

The Joint Council shall indemnify and hold the County harmless against any liability arising from any claims, demands, or other actions relating to the County's compliance with the dues deductions or with respect to the County's administration of the Local 39 PAC contributions, in accordance with Section 46 of this Agreement.

### 3.3 Enforcement/Severability

In the event that any provision of this article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by such provision.

## **ARTICLE 4: UNION COMMUNICATIONS AND MEETINGS**

- 4.1 The Union may use County conference rooms and similar building facilities for meetings with employees in the unit it represents, may post materials related to official Union business on bulletin boards which have been provided for their use, and may visit work locations to confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.
- 4.2 Use of County meeting facilities requires at least twenty-four (24) hours' advance notice to the appropriate County official and is subject to County use of such facilities provided, however, that once scheduled, such Union meetings may not be cancelled by the County except under emergency situations. The County may establish reasonable regulations governing the use of facilities as provided by this section.
- 4.3 The Union Business Representative may use the County's electronic mail system, if available, for purposes of releasing announcements as to Union functions and meetings which affect represented employees. The Personnel Director or designee shall be apprised in writing of the nature of the announcement prior to distribution. The Union Business Representative may use physical mailboxes, if available, for distribution of such announcements. If physical mailboxes are not available, such announcements may be distributed to represented employees at their work locations.
- 4.4 Other than the processing of specific grievances, Union business will not be conducted on County time.
- 4.5 The Union's Business Representative or designee shall be given 15 minutes for the opportunity to make a membership presentation at the County Personnel Office's regularly scheduled new employee orientation session.

#### **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.1 Subject to applicable provisions of law and this Memorandum of Understanding, it is understood and agreed that the County retains all of its powers and authority to direct, manage, and control County operations to the full extent of the law. Further, it is agreed by the parties that County Rights include, by way of illustration, the following:
  - a. The full and exclusive control of the management of the County;
  - b. The supervision of all operations, methods, processes and means of performing any and all work;
  - c. The control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces;
  - d. The right to determine the work to be done by employees consistent with past practices and job descriptions;
  - e. The right to change or introduce new or improved operations, methods, means or facilities;

- f. The right to establish budget procedures and financial allocations;
- g. The right to hire, classify, schedule, promote, demote, transfer, evaluate, release, lay off and reduce work hours of employees;
- h. The right to suspend, discipline and discharge employees;
- i. The right to contract out work to be done or services to be rendered consistent with past practices and after evaluating costs, meeting and consulting with the Union over the decision to contract out and meeting and conferring with the Union the impact thereof;
- j. The right to transfer work into or out of the bargaining unit after meeting and conferring with the Union over such decision; and
- k. The right to otherwise maintain an orderly, effective and efficient operation.

5.2 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.

## **ARTICLE 6: EMPLOYEE LISTS**

The County agrees to provide to the Union each pay period a copy of the Deduction Register itemizing the employee names and amounts collected for dues on behalf of Union. In addition, the County agrees to provide a Name Cross Reference Report (employee listing Pentamation standard report format) showing employee name, department, class title, unit, hire date, termination date.

## **ARTICLE 7: EMPLOYEE STATUS**

- 7.1 Employees will be designated as regular or probationary. Both regular employees and probationary employees are entitled to all rights and benefits afforded under this agreement.
- a. A regular employee is one who has successfully completed an initial probationary period after first being hired by the County.
  - b. A probationary employee is defined as an employee hired for a position that has been regularly established as an authorized position pursuant to the Board of Supervisors' position allocation resolution. The probationary period is considered an extension of the selection process. Upon satisfactory completion of the probationary period, an employee shall be given the status of a regular employee. Notwithstanding any other provision of this Section, an employee's probationary period may be extended by the duration of any leave of absence of ten (10) or more consecutive workdays at the discretion of County Management.



- c. Employees hired by the County (excluding employees hired pursuant to the State Merit System) shall serve an initial probationary period of six (6) months. This initial probationary period may also be extended at the discretion of County management for a period not to exceed an additional six (6) months, for the purpose of enabling a more extensive review and evaluation of a probationary employee prior to the employee attaining regular status. If a probationary period is to be extended, the County will notify the employee in writing prior to the end of the initial six (6) month probationary period. Employees hired and employed pursuant to conditions and regulations imposed by the State Merit System will serve a probationary period whose length is defined by that system.
- d. All promotional probationary periods or promotional appointments shall be for six (6) months.
- e. Employees hired and employed pursuant to conditions and regulations imposed by the State Merit System will serve a probationary period whose length is defined by that system.

## 7.2 Release During Probationary Period

### a. Initial Probationary Period

At any time during the initial probationary period, an initial probationary employee may be released by the Department, and shall be without a right of review of any kind. Notification of release shall be made in writing to the employee by the Department.

### b. Promotional Probationary Period or Promotional Appointments

At any time during the promotional probationary period or a promotional appointment, a promotional probationary employee or a promotional appointee may be released by the Department and shall be without a right of review of any kind. Notification of release shall be made in writing to the employee by the Department.

- 7.3 Whenever an employee's promotional probationary period or promotional appointment is terminated during the probationary period, the employee shall either be returned to the previous classification in which the probationary period was completed or to another classification which is mutually acceptable. A regular employee who is to be displaced by an employee who has failed a promotional probationary period or promotional appointment shall have a right to return to the classification held prior to the promotion, or to another classification the employee would otherwise have occupied, if any.

## **ARTICLE 8: HOURS OF WORK AND OVERTIME**

- 8.1 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the County.
- 8.2 The regular workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and a basic workweek is defined to consist of five (5) workdays of eight (8) hours each, or four (4) workdays of ten (10) hours each. The work week will begin at 12:01 a.m. on Sunday and end at 12:00 a.m. on Saturday.
- a. The County may also implement a 9/80 work schedule and make corresponding changes to a FLSA modified work week to facilitate that schedule so that the modified FLSA work week for the employees on a 9/80 work schedule is scheduled to commence in the middle of an eight-hour work shift. The modified FLSA work week for an employee on a 9/80 schedule shall be in writing. The work schedule may be modified from time to time by the County as required by operational needs.
  - b. An employee in a classification requiring a Nurse or Psychiatric Technician license or the classification of Psychiatric Aide may also be assigned to twelve (12) hour shifts distributed through the seven (7) day work week for a regularly scheduled work week of either thirty-six (36) or forty-eight (48) hours.
  - c. An employee who is regularly scheduled to work a twelve (12) hour shift in the Health Services Agency shall ordinarily not be assigned to work exceeding sixteen (16) hours in one work day unless such assignment is necessary due unforeseen circumstances. Breaks and lunch periods provided to employees on a twelve (12) hour shift will be in accordance with the California Labor Code. Overtime for employees on a twelve (12) hour shift will be in accordance with Section 8.9 of this Section.

An employee regularly scheduled to work a 12-hour shift in the Health Services Agency shall ordinarily not be assigned to work more than four (4) hours beyond the employee's assigned shift for coverage purposes except in the most emergent, unforeseen circumstances. No employee providing such coverage shall be required to return for the next scheduled shift without having been off work for at least eight (8) hours.

- 8.3 Employees shall be permitted a lunch period of not fewer than thirty (30) minutes or more than one (1) hour which shall be scheduled generally in the middle of the work shift.
- 8.4 Full-time employees shall be entitled to one (1) fifteen- (15-) minute compensated rest break during the first half of their work shift and one (1) fifteen- (15-) minute compensated rest break during the last half of the work shift.
- a. Part-time employees who work four to six hours per day shall be entitled to one fifteen- (15-) minute break per day.

- b. Rest breaks shall be observed as determined by the employee's immediate supervisor and shall not be accumulated or used to shorten the work day or lengthen the meal period.
- 8.5 A regular employee shall be given at least five (5) work days' written notice prior to a permanent change in her or his assigned hours of work or lunch hour. The notice requirement shall not apply to temporary or emergency assignments of fewer than ten (10) working days.
- 8.6 Whenever it is necessary for an employee to work beyond his or her normal work shift in excess of two (2) consecutive hours, he or she shall be granted an additional compensated rest break of fifteen (15) minutes.
- 8.7 Lunch periods shall not be counted as time worked except for those employees whose lunch period includes the actual performance of assigned duties such as employees who work a straight eight- (8-)hour shift.
- 8.8 Hours of work include time spent in training when an employee is ordered by the County to attend training outside her or his normal work day/week. Training which takes place during off-duty hours where attendance is voluntary is not hours worked.
- 8.9 Overtime is defined as time worked in excess of forty (40) hours in a workweek, in accordance with the FLSA as implemented by the County. However, subject to the provisions of Article 26: Holidays, overtime is also defined as time worked on the County holidays of Thanksgiving and/or December 25<sup>th</sup>. Overtime shall be computed to the next one-quarter (1/4) hour whenever any part of the quarter hour is worked.
- 8.10 An employee's request for a 9/80 or 4/10 work schedule shall not be unreasonably denied. The request will be reviewed by the department head or designee in the context of the desire of the employee and the operational needs of the department and its ability to provide effective services to its constituents. A decision on the request will be made within four (4) weeks after submission of the request. If a request is denied, a written explanation will be provided. Denial of a 9/80 or 4/10 work schedule, or rescission of same, is not grievable.
- 8.11 Overtime compensation shall be paid at one and one-half (1.5) times the employee's regular rate of pay or at the department's option, the employee shall receive time off at the rate of one and one-half (1.5) hours off for each overtime hour worked. Compensatory time off with pay shall be at the request of the employee and scheduled by the employee's supervisor in accordance with the provisions of the FLSA. The maximum compensatory time off available for any employee at any time shall be limited to one hundred twenty (120) hours. Accumulated compensatory time in excess of one hundred twenty (120) hours shall be paid to the employee in the payroll immediately following the excess accumulation. Employees whose employment with the County is terminated for any reason shall, at the time of termination, receive payment for any unused compensatory time off previously earned.
- 8.12 Overtime work will be distributed on an equitable basis among eligible employees who have volunteered to be available for overtime work. In the absence of volunteers from

among eligible employees, the department head or designee will assign overtime work to eligible employees to meet the operational needs of the department. The department head or designee will take into consideration an employee's request not to work overtime if the employee has already worked more than forty (40) hours in that week or if the employee will suffer an economic penalty for having stayed at work to work overtime.

## **ARTICLE 9: COMPENSATION**

### **9.1 Initial Salary Placement**

Employees shall be paid the wage established for their classification. Upon initial appointment 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.

### **9.2 Salary Step Advancement**

Upon one (1) full year of employment on salary steps A, B, C, or D, and with employee evaluations of satisfactory or better which have been approved by the employee's Department Head, 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 June 30, 1990, were eligible for salary step EL after five (5) full years of service at salary step E.

### **9.3 Promotion/Lateral Transfer**

- a. 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. Local Agency Personnel Standards (LAPS) Merit System rules will override this section for those employees and recruitments covered by the Merit System. When Merit System is silent, this section will apply. All recruitment, promotional processes, and transfers will be conducted in a manner that recognizes only a candidate's qualifications and experience to perform the work prescribed in the job description.
- b. 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.
- c. Appointment to a higher classification is defined as the movement of a probationary employee to a higher paying classification. This is not considered a promotion. A probationary employee appointed to a higher position 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 7 "Employee Status").

- d. 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 four percent (4%) higher than the employee's former pay rate. In no event shall an employee be placed at a pay rate higher than E or EL depending upon eligibility for EL based on their hire date with the County.

If employees at Step EL are promoted to a higher-paying classification, they shall be placed on the step of the new classification which is at least four percent (4%) higher than their former pay rate. In no event shall an employee be placed on a pay rate higher than EL. After five (5) full years of service at salary step E, an employee shall be advanced to salary step EL.

- e. An employee who promotes, laterals, or demotes without a break in service, shall retain his/her original hire date for computation of vacation accrual and total County seniority. Following promotion the employee's pay anniversary date will change according to Article 36: Seniority of this MOU. 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.

#### 9.4 Pay Periods

- a. Wages shall be paid at semi-monthly intervals on the tenth (10th) and twenty-fifth (25th) of each month for pay periods as applicable, ending on the fifteenth (15th) and the last day of each month. If a payday falls on a holiday or a weekend, then payment shall be made on the preceding workday of the Auditor's Office.
- b. The County and Union agree to meet and confer over the transition from a semi-monthly pay period to a biweekly pay period in the future once the County is able to implement such a transition countywide.

#### 9.5 Wage Rates

- a. Wage range assignments for represented classifications will be shown in Exhibit "A", with dollar values when agreement is reached shown in Exhibits "A-1".
- b. The wage rates shown on Exhibit "A-1" shall be effective the first full pay period following ratification and Board adoption of this Agreement, and represent an increase of five percent (5.0%) above the wages previously in effect.

#### 9.6 State Minimum Wage Adjustment

- a. For the term of this agreement, for any employee whose job classification and salary step falls below the State Minimum Wage increases that go into effect on January 1<sup>st</sup> of the corresponding calendar year, the County will automatically

move the employee to the next salary step that is above the State Minimum Wage.

- b. The County and Union agree to a wage increase reopener during the term of the agreement to review the impact of State Minimum Wage increases on bargaining unit members in order to determine a more comprehensive policy to address such increases and potential compaction on bargaining unit job classifications.

## **ARTICLE 10: BILINGUAL PAY**

- 10.1 The County authorizes bilingual pay for specific positions when it is determined to be necessary to meet a department's responsibilities in providing direct public contact, either orally or in writing. In those instances, a separate bilingual classification is developed for the specific position(s). See Exhibit "A." Employees selected to fill the designated position(s) are tested to ensure that they possess the necessary skills to provide bilingual services. All employees being considered for bilingual premium pay will be tested using the Merit Systems bilingual written/oral proficiency test to determine their eligibility to receive bilingual pay. Merit Systems will grade the test, and the County will set the pass point.
- 10.2 When the County identifies a position not shown in the classifications listed in Exhibit "A," it will test the incumbent or applicants for the position using the Merit Systems-approved examination. Any employee not receiving bilingual pay who believes he or she uses bilingual skills in providing direct public contact, either orally or in writing, may make written application to his or her department head for bilingual designation and eligibility for bilingual compensation. The employee will be entitled to a response from the department head within fifteen (15) working days.
- 10.3 Bilingual pay rates for newly created bilingual classifications will be established by increasing the range assignment by three (3) ranges (approximately 7.5%) over the base classification.

## **ARTICLE 11: SHIFT DIFFERENTIAL**

- 11.1 Shift differential for purposes of this section is defined as a shift of eight (8) continuous hours or more where fifty percent (50%) of the shift falls between the hours as otherwise stated below.
- 11.2 For employees in the classifications not described under Sections 11.3 and 11.4 below:
  - a. An employee assigned to a shift commencing between 2:30 p.m. and 10:30 p.m. will receive shift differential at a rate of forty cents (\$0.40) per hour for each hour actually worked.
  - b. An employee assigned to work a shift commencing between 10:30 p.m. and 2:00 a.m. will receive shift differential at a rate of seventy-five cents (\$0.75) per hour for each hour actually worked.

- 11.3 For employees in a classification requiring a Nurse or Psychiatric Technician license assigned to the Community Crisis Response Unit or the Jail Nursing Unit:
- a. An employee assigned to work between the hours of 4:00 p.m. and 12:15 a.m. shall be paid an additional one dollar (\$1) per hour as an evening-shift differential for each hour actually worked.
  - b. An employee assigned to work between the hours of 12:00 a.m. and 8:15 a.m. shall be paid an additional two dollars (\$2) per hour as a night-shift differential for each hour actually worked.
  - c. An employee assigned to work a twelve (12) hour shift between the hours of 6:00 p.m. and 7:00 a.m. shall be paid an additional two dollars (\$2) an hour as a night-shift differential for each hour actually worked.
- 11.4 For employees in the classification of Psychiatric Aide assigned to the Community Crisis Response Unit:
- a. An employee assigned to work between the hours of 4:00 p.m. and 12:15 a.m. shall be paid an additional forty cents (\$0.40) an hour as an evening-shift differential for each hour actually worked.
  - b. An employee assigned to work between the hours of 12:00 a.m. and 8:15 a.m. shall be paid an additional seventy-five cents (\$0.75) an hour as a night-shift differential for each hour actually worked.
  - c. An employee assigned to work a twelve (12) hour shift between the hours of 6:00 p.m. and 7:00 a.m. shall be paid an additional seventy-five cents (\$0.75) per hour as a night-shift differential for each hour actually worked.

## **ARTICLE 12: ON-CALL/STAND-BY/CALL-BACK COMPENSATION**

- 12.1 An employee assigned to be on-call, either by remaining within phone contact or by carrying a beeper or cellular phone issued by the County during non-duty hours which are not compensable under FLSA, will receive on-call/stand-by compensation at the rate of two (2) hours' pay at the straight-time rate for each eight (8) hours of stand-by time. Stand-by compensation will be prorated for less than a full eight (8) hours if the employee is in on-call status for fewer than eight (8) hours.
- 12.2 An employee who, while in on-call status, receives a work-related telephone call will, in addition to the on-call/stand-by compensation, receive one and one-half times the employee's regular rate of pay for the time required to take the telephone call unless the employee is entitled to overtime as defined within this Agreement within Article 8.
- 12.3 An employee who, is required to respond in person to a call-back to work will be paid a minimum of three (3) hours' compensation at the straight-time rate no matter the length of time required to respond in person unless the time required is more than three (3) hours, in which case the employee will be compensated for actual hours worked. If during such call-back the employee is entitled to overtime as defined in

Article 8, the employee will receive one-and-one half times the employee's regular rate of pay for each hour worked in call-back, or, at the department's election, compensated time off at the same rate.

### **ARTICLE 13: OUT-OF-CLASS COMPENSATION**

- 13.1 An employee temporarily assigned to perform the duties of a classification paid at a lower rate than the employee's classification will suffer no loss of compensation as a result of such assignment.
- 13.2 An employee temporarily assigned in writing (on the County's out-of-class assignment form), with a copy of such writing provided to the employee, by a duly authorized supervisor to perform the duties of a higher paid classification, other than for training purposes, will be paid at the step of the higher classification which is at least four percent (4%) higher than the compensation rate the employee was receiving prior to the temporary assignment. An employee so assigned shall be considered to be "temporarily promoted for pay purposes only." Employees assigned to work out-of-class must perform the full duties of the higher paid classification for two (2) regularly scheduled consecutive work days in order to qualify for additional compensation hereunder. Pay at the higher level will begin at the start of the third work shift. The two-day minimum does not prevent the County from assigning periodic or de minimis duties from a higher classification. An employee whose supervisor is absent shall not be deemed to be assigned to perform the duties of the supervisor unless specifically directed by a supervisor in writing to perform those duties.
- 13.3 Probationary employees are not eligible for nor will they be given out of class work assignments.
- 13.4 When an employee is temporarily assigned to work out of class, only actual hours worked and holiday hours are to be compensated at the temporarily assigned pay rate. However, when an out-of-class assignment is thirty (30) or more consecutive calendar days in length, the employee will be paid at the out-of-class rate for any time in paid status for all subsequent days beyond the initial thirty (30) consecutive day assignment.
- 13.5 Employees who are temporarily assigned to a higher-paying classification for training purposes for up to a cumulative total of twenty (20) working days per fiscal year shall not receive any additional compensation by reason of such temporary assignments. "Training purposes" as used herein shall not be primarily for the purpose of production or to fill a vacant position. The County will notify the employee it intends to place in a temporary training position as defined herein prior to the assignment and may not retrospectively inform the employee that he/she had been so assigned.

### **ARTICLE 14: OUT-OF-CLASS ASSIGNMENT TO UNREPRESENTED POSITION**

During the time an employee is assigned to work temporarily in a higher paid classification which is not listed in Exhibit "A" of this Memorandum of Understanding, the employee shall receive a temporary pay increase to the range and step on Exhibit A that is closest to, but does not exceed a fifteen percent (15%) pay rate increase above the employee's regular pay



rate. Employees must meet the conditions outlined in Article 13 when assigned to work out-of-class in an unrepresented position.

### **ARTICLE 15: DIRECT DEPOSIT**

The County agrees to make available to employees, on a voluntary basis, direct deposit of employees' paychecks to a financial institution of the employee's choice provided the financial institution is a member of the Automated Clearing House.

### **ARTICLE 16: EXPENSES**

- 16.1 Whenever an employee uses his/her personal vehicle for the purpose of conducting authorized County business, the employee will be reimbursed at the rate established by the Board of Supervisors (generally, the Internal Revenue Service reimbursement rate). Such reimbursement will be provided within five (5) working days of receipt of a valid claim by the Auditor's Office. Where such travel involves flying, the County will pay the cost of purchasing airline tickets prior to the employee's departure. An employee may choose not to use his/her personal vehicle for conducting authorized County business.
- 16.2 Employees assigned to work temporarily at such distance from their regular, assigned work site from which it is impractical for them to return to that work site each day or to their place of residence will be entitled to reimbursement for documented actual personal expenses or per-diem as established by the Board of Supervisors. Reimbursement by the County for such expenses will be made to the employee no later than five (5) working days following receipt of the claim by the Auditor's Office, including appropriate receipts and documentation where necessary.
- 16.3 An employee required to obtain a physical examination required by the United States Department of Transportation (USDOT) shall be entitled to reimbursement for the cost of such examination if it is obtained at the health care provider designated by the County at the time such examination is required. If the employee obtains the examination elsewhere, the County will reimburse the employee for the cost of the basic examination in the amount it pays when the examination is conducted by the healthcare provider designated by the County at the time such examination is required, with the employee paying any additional cost.
- 16.4 The County will provide a \$400/year tool allowance to Public Works Equipment Mechanics (i.e., employees of the Public Works Department with the titles of Fleet Mechanic I, II, or III; Fleet Assistant Maintenance Supervisor; and Fleet Maintenance Supervisor). The allowance will be on a non-accountable plan basis and subject to applicable tax withholding. The allowance will not be calculated as pay for purposes of Public Employment Retirement System reporting. Affected employees will be permitted to submit an adjusted Form W-4 in order to minimize the effect of withholding taxes if they so choose. The allowance will be disbursed with wages paid for the first pay period in January in each year.

### **ARTICLE 17: PAYROLL ERRORS**

- 17.1 In the event an error has been made in the payment of an employee's wages; overtime payment; leave accruals, balances, or usages the County shall, for the purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- 17.2 In the event an employee receives an overpayment in wages, reimbursement to the County shall be accomplished by either:
- a. Lump-sum payment by the employee
  - b. A one-time deduction from usable vacation or compensatory time off (CTO), or unused holidays worked, equivalent to the overpayment at the employee's current hourly rate
  - c. A repayment schedule through payroll deductions
  - d. Other means as may be mutually agreed between the County and the employee
- 17.3 No repayment schedule shall exceed forty-eight (48) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-four (24) pay periods.
- 17.4 If an employee terminates County employment prior to completing his/her repayment schedule, any amounts still due the County will be applied against the employee's final paycheck.

## **ARTICLE 18: GROUP HEALTH INSURANCE**

- 18.1 All regular and probationary employees are entitled to participate in a group health insurance benefit program, including a life insurance benefit of \$30,000, effective the first day of the month following one (1) full month of employment. The County shall contribute an amount equal to eighty percent (80%) of the average premium cost of the County-sponsored group insurance plans per month toward each employee's County-sponsored health plan premium. The employee, through automatic payroll withholding, will pay the remaining premium cost. Under no circumstances will the County pay more than the actual cost of the coverage selected. Part-time employees shall pay the remaining premium cost on a prorated basis on the ratio of hours worked in a regular work week divided by forty (40) hours. Part-time employees should contact the Auditor's Office for the required premium amount.
- 18.2 Any employee with a minimum of five (5) or more years of County service who goes directly from active employment to retirement under the Public Employees' Retirement System (PERS) may continue to participate in the employer-sponsored health insurance program provided the employee pays all the premium costs for the benefit.
- 18.3 The County may, at its discretion, change insurance carriers, claims administrators, or the benefit structure of the group health insurance program provided that overall benefits and premiums remain the same as the previous benefits and premiums. The

Union agrees to appoint two (2) representatives to the Health Insurance Advisory Committee whose responsibility it is to review proposed changes to the group insurance benefits and provide input to the County.

- 18.4 All regular and probationary employees who qualify to participate in the employer-sponsored group health insurance program may elect to participate in the County's "Premium Only" Section 125 benefit program that permits pre-tax benefits for employees' group health insurance premium contributions.
- 18.5 The County will make an Employee Assistance Program (EAP) available to each regular employee. The EAP provides personal, family and career counseling to employees along with financial counseling referral, legal referral and training to employees.
- 18.6 Flexible Spending Account
- a. The County will allow employees to establish employee-funded Flexible Spending Accounts, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses.
  - b. Plan year maximums for both categories of Flexible Spending Accounts shall be as agreed upon between the County and its Health Insurance Advisory Committee, of which Union is a member.

## **ARTICLE 19: RETIREMENT BENEFITS**

- 19.1 All regular and probationary employees will continue to:
- a. Participate in the State of California Public Employees Retirement System (CalPERS). Retirement is integrated with Social Security.
  - b. Be entitled to the PERS Pre-retirement Optional Settlement 2 Death Benefit as described in California Government Code Section 21548.
- 19.2 "Classic" Employees
- a. 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 2.0% @ 55.
  - b. On and after July 1, 2013, the County will not pay any portion of the required CalPERS member contribution on behalf of any Classic Miscellaneous employee (as defined by CalPERS) represented by this bargaining unit. Each Classic Miscellaneous 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 contributions), on a pre-tax basis. Such contributions by the employee shall be credited to the employee's account.

### 19.3 "New" Employees

- a. 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.
- b. 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.
- c. In addition to the contributions noted in the section above and in accordance with PEPRA, "new" employees shall contribute an additional percentage of the employee's salary to result in a combined contribution amount equaling 7.0% of the employee's salary subject to CalPERS contributions. (For example, as of June 2014, this additional contribution amount would be equal to 0.75% of the employee's salary.) This additional contribution may be credited by CalPERS as "employer" contribution. The County will not pay any portion of this contribution on behalf of the employee.

### **ARTICLE 20: DEFERRED COMPENSATION**

- 20.1 The County agrees to provide access to three Internal Revenue Code Section 457 deferred compensation plans.
- 20.2 While the County maintains the discretion to change deferred compensation plans and providers so long as the basic options and benefits remain unchanged or are enhanced, the County will, at the Union's request, meet and confer with the Union prior to actually changing plans or providers. The County agrees to meet and confer with the Union should there be any reduction in or addition to the number of IRC 457 plans available to employees.
- 20.3 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 21: SAFETY SHOES AND REQUIRED UNIFORMS**

Where the County requires that safety shoes appropriate to the classification be worn by employees as a condition of employment, the County shall reimburse up to a maximum of three hundred dollars (\$300) every two years, upon presentation of proof of purchase or repair by the employee.

21.1 Employees occupying the classification of Fire Safety Inspector are required, as a condition of employment to wear and maintain a uniform in accordance with the "Fire Safety Inspector Uniform Requirements," (uniform items as set forth in Exhibit "B") and therefore shall receive a uniform allowance of seven-hundred twenty dollars (\$720) per year.

Payments shall be made as follows:

- a. Upon initial appointment with Tehama County Fire, employee shall receive a \$360 advance payment to help offset the initial expense of uniform purchases.
- b. Beginning six months following initial appointment, the employee shall receive thirty dollars (\$30) per pay period to offset replacement and maintenance costs of uniforms. This payment shall continue until the employee qualifies for annual advances as described in paragraph (c) below.
- c. Beginning in December following completion of one year of service, the employee shall receive a seven hundred twenty dollar (\$720) 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) for each full calendar month remaining in the calendar year, as measured from the date of separation.

21.2 The Grooming Standards section of Exhibit B shall also apply to the Public Safety Vehicle & Equipment Mechanics assigned to Tehama County Fire.

21.3 An employee required by the County to wear a uniform in the performance of the employee's duties or to wear clothing that is of a type unsuitable for use or wear during non-working hours will be provided the required uniform or a uniform allowance. If the County elects to provide an allowance in lieu of uniforms for any classification covered by this MOU, the County and the Union will meet and confer on the allowance plan's structure and implementation.

## **ARTICLE 22: TRANSIT SUBSIDY**

All regular full time employees may receive up to fifty dollars (\$50) a month to reimburse the employee for the actual cost of purchase of a transit pass for transportation to and from work for the County of Tehama only. Employee must provide proof of purchase and receipt of purchase in order to be reimbursed. Should the employee purchase a pass and turn in a receipt for reimbursement, the reimbursement will become taxable and will be paid to the employee on the next scheduled Tehama County payroll.

An employee who prefers to obtain a pass directly and avoid the reimbursement process may do so pursuant to the Procedures to Issue Employee Monthly TRAX Pass kept in the Auditor's Office, Department of Public Works (Transportation) and the Personnel Office.

## **ARTICLE 23: OPEN POSITION POSTINGS**

When the County recruits to fill an open job position, a copy of the recruitment flyer will be forwarded to the Union within one (1) business day of the official job posting. Copy(s) of the recruitment flyer will be forwarded to the e-mail address designated by the Union and to all County Departments.

## **ARTICLE 24: CLASSIFICATION AND MODERNIZATION REVIEW COMMITTEE**

24.1 Each calendar year the County agrees to review up to five classifications that the Union requests to be studied and that are submitted to the County's Personnel Department no later than February 15<sup>th</sup> of that calendar year. The County agrees to study comparable classifications both in and outside of the County, examine minimum qualifications, base salary, benefit data, and interview impacted employees. To the extent the County's review results in any recommended revisions to a classification submitted, the County agrees to meet and confer with the Union over any proposed changes. The County agrees to notify the Union whether its review will result in any recommended revisions by October 1<sup>st</sup> of the calendar year presented unless agreed otherwise. At that time, the County will provide a summary of its decision for each classification presented for review that will include the following information:

- a. Actual work duties as compared to those noted in the written job classification
- b. Salaries and benefits at comparable agencies for similar work duties
- c. Review of essential job functions/requirements at the present time for the job classification

Notwithstanding the above policy, the County reserves the right to review additional classifications on its own accord during a calendar year.

## **ARTICLE 25: HOLIDAYS**

25.1 All employees covered by this Agreement, both regular and probationary, will be entitled to the following paid holidays off work with pay:

New Year's Day (January 1)  
Martin Luther King Day (3<sup>rd</sup> Monday in January)  
Lincoln's Birthday (February 12)  
President's Day (3<sup>rd</sup> Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Columbus Day (2<sup>nd</sup> Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (4<sup>th</sup> Thursday in November)  
The Friday after Thanksgiving Day  
Christmas Day (December 25)

The last workday before Christmas Day or the last workday before New Year's Day, as mutually agreed upon between the department head or designee and the employees. If no agreement is reached, the County will make the determination.

- 25.2 Holidays will be compensated at eight (8) hours and will be reflected in the base salary as recorded on each employee's pay stub. Part-time employees will be granted a pro-rated number of hours based on the ratio of hours worked in the employee's regular workday to eight (8) hours. This ratio is calculated as follows: total average weekly part-time hours in the pay period as numerator divided by forty (40). If the accrual of the personal holiday hours would otherwise result in an employee's exceeding the vacation accrual cap, the eight hours will be applied in full, and the employee shall have sixty (60) calendar days in which to reduce her/his accrual total below his/her vacation accrual cap. The employee's supervisor or manager will work with the employee to identify work days and/or other opportunities for the employee to reduce his/her vacation accrual during the 60-day period. This provision does not affect any other limits on vacation hour accrual provided for in this Agreement.
- 25.3 Full time employees will have one (1) personal holiday (8 hours) added to their vacation balance effective July 1st of each year. Part-time employees will be granted a pro-rated number of hours based on the ratio of hours worked in the employee's regular workday to eight (8) hours. This ratio is calculated as follows: total average weekly part-time hours in the pay period as numerator divided by forty (40).
- 25.4 If any of the foregoing holidays falls on a Sunday, the following Monday will be observed as the holiday, except by those employees regularly scheduled to work on Sunday, who will then observe the holiday on the actual Sunday on which it falls. If any of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as the holiday, except by those employees regularly scheduled to work on Saturday, who will then observe the holiday on the actual Saturday on which it falls.
- 25.5 If any of the foregoing holidays falls on any day from Monday through Friday, inclusive, and that day is a regularly scheduled non-work day for an employee, such employee will be entitled to receive another work day (eight (8) hours) off with pay to be scheduled as mutually agreed upon between the department head or designee and the employee. If no agreement is reached, the County will make that determination. Until used, the eight (8) hours of paid time off shall be placed in the "Holiday-In-Lieu" bank established under Section 26.7.
- 25.6 Compensation for Work on a Holiday
- a. An employee 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 that compensation, the employee shall receive holiday pay in the form of an additional work day (eight (8) hours) off with pay to be scheduled as mutually agreed upon between the department head (or designee) and the employee. If no agreement is reached, the County will make that determination. Until used, the eight (8) hours of paid time off shall be placed in the "Holiday-In-Lieu" bank established under Section 26.7.

- b. Pursuant to Section 8: Hours of Work and Overtime, employees who receive overtime for working on Thanksgiving and/or December 25th will be compensated with either overtime pay or "Holiday-In-Lieu" time off for the additional half-time compensation, at the employee's option.

25.7 Holiday-In-Lieu

- a. A Holiday-In-Lieu (HIL) bank will be established for any employee that accrues "Holiday-In-Lieu" time off under Section 26.5 or 26.6.
- b. The HIL accrual shall not exceed forty-eight (48) hours. If an employee has met the maximum of 48 hours at the time of a holiday they work, and is not scheduled by the County to take another day off during the pay period of the holiday, they will be paid for the holiday (eight (8) hours) on the next paycheck. The holiday pay does not constitute or represent hours worked, and will consequently be paid at the straight-time rate, and will not be subject to overtime.

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

**ARTICLE 26: VACATION**

26.1 Regular and probationary full-time employees shall accrue vacation at rates set forth as follows, with part-time employees accruing vacation on a prorated basis based on the ratio of hours worked in a regular work week divided by forty (40) hours.

- a. Ninety-six (96) hours or twelve (12) days per year from the date of first employment through the fourth (4th) year of County employment.
- b. One hundred forty-four (144) hours or eighteen (18) days per year from the first day of the employee's fifth (5<sup>th</sup>) year of County employment through the tenth (10<sup>th</sup>) year of County employment.
- c. One hundred sixty-eight (168) hours or twenty-one (21) days per year from the first day of the employee's eleventh (11<sup>th</sup>) year of County employment through the employee's twentieth (20<sup>th</sup>) year of County employment.
- d. Two hundred (200.16) hours or twenty-five (25) days per year from the first day of the employee's twenty-first (21<sup>st</sup>) year of County employment and thereafter.

26.2 Vacation cannot be accrued while an employee is in a non-paid status.

26.3 Probationary employees shall be entitled to take vacation time off with pay during the probationary period once hours are accrued.

26.4 The County shall not require an employee to utilize accumulated vacation accruals in lieu of sick leave. Employees on an approved Leave of Absence who may lose



vacation accruals (pursuant to Section 27.10, below) may elect to coordinate vacation accruals prior to coordinating sick leave accruals.

- 26.5 Employees shall be entitled to take a vacation time off if a request is submitted in writing to the employee's supervisor at least seven (7) days in advance. The supervisor or designee shall schedule the vacation time off unless there would result an undue hardship on Department operations. In such event the employee may resubmit a new request for vacation time off. Vacation time off will be scheduled throughout the calendar year, as approved by management or designee. The decision as to approval or disapproval of a vacation time off leave request shall be given to the requesting employee within seven (7) days of the date the employee made the request. Management or designee shall work with employees who may lose vacation time off accruals (pursuant to Section 27.10, below) so that at least fifty percent (50%) of an employee's annual vacation time off accrual is scheduled by March 1<sup>st</sup> of each year. In the event two (2) employees request the same vacation time off period simultaneously, the conflict will be resolved in favor of the employee with the greater seniority as defined in Section 36. Seniority may be exercised only once by each employee in each successive choice of vacation time off periods. The use of seniority as defined in Section 36 shall apply to only those requests that are submitted simultaneously. Employees may request vacation time off of any duration.
- 26.6 A vacation time off request shall not be unreasonably denied. Nothing in this Section will prohibit an employee and the employee's supervisor from agreeing to a shorter notice period should there be mitigating or emergent circumstances warranting such shorter notice.
- 26.7 If a holiday for which an employee is entitled to receive holiday compensation falls within the period of an employee's vacation, the employee will receive pay for the holiday without that day's having been deducted from the employee's vacation accrual balance.
- 26.8 An employee who leaves County employment for any reason and who has accumulated unused vacation time at the time of termination shall be compensated for such unused vacation at the hourly rate earned by the employee at the time of termination.
- 26.9 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.

Requests under this section may be made as follows:

Any employee who has completed five (5) years of County service may elect to pre-designate an irrevocable cash-out of up to forty (40) hours of vacation for the upcoming calendar year. Requests under this section must be made prior to the end of the calendar year before the cash out will be made (for example, requests for the 2017 calendar year will be made before December 31, 2016).

Such requests will be subject to the following:

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

26.10 The maximum vacation accrual shall be three hundred ten (310) hours through the employee's twentieth (20th) year of County employment. From the first day of the employee's twenty-first (21st) year of County employment and thereafter, the employee's maximum vacation accrual shall be three hundred and fifty (350) hours.

An employee whose accrued total reaches his/her accrual cap will not accrue vacation until such time as the employee reduces her or his accrued total to fewer than 310 or 350 hours, as applicable, by either taking vacation time off or payment pursuant to Section 27.9 above. (See Exhibit "D" for disposition of certain hours in excess of 310 accrued prior to January 1, 2009.)

## **ARTICLE 27: SICK LEAVE**

### 27.1 Sick Leave Accruals and Caps

- a. Sick leave with pay will be accumulated for each full-time, regular and probationary employee at the rate of eight (8) hours per month. A regular part-time employee will accumulate a pro-rated amount of sick leave based on the ratio of the part-time employee's assigned work hours in a regular work week to the forty (40) hours normally worked by a full-time employee.

- b. Notwithstanding Section 28.1(a), employees with a sick leave balance greater than or equal to 500 hours on January 1, 2017, 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 January 1, 2017, and each payroll period thereafter, for sick leave that would have been credited to the employee per 28.1(a), but is not because the employee's balance is greater than or equal to 500 hours, shall receive 50% of the dollar value of the sick leave accrual (based on the hourly rate in effect for the employee at the time of conversion) as a deposit to their deferred compensation account. This benefit shall not be available to the employee as a direct cash payment and shall not be subject to PERS contributions.
- c. Effective January 1, 2017, if an employee with a sick leave balance greater than 500 hours uses sick leave per Sections 28, 29, 33, or 34, the employee's sick leave balance will be decreased by the hours utilized and any sick leave accrual will be handled per Section 28.1(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 28.1(b) and usage of sick leave will decrease the sick leave balance.
- d. Effective January 1, 2017, if an employee has a sick leave balance greater than 500 hours, the employee may request to convert up to 160 (one hundred sixty) hours per fiscal year (equal to eight months multiplied by up to ten hours each pay period), at 50% of the dollar value (based on the hourly rate in effect for the employee at the time of conversion) to their deferred compensation plan. The request must be made in writing to the department head in March of each year and, if approved, will be effective the first payroll of October (unless 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 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 500 hours, this conversion process shall be discontinued for the remainder of fiscal year. This benefit shall not be available to the employee as a direct cash payment and shall not be subject to PERS contributions.

27.2 Except as provided in Section 34: Industrial Injury and Illness, sick leave will be permitted for a non-work related absence due to:

- a. The inability of an employee to be present at work, or to perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment;
- b. An employee's need to attend to an immediate family member, 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 Section 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 or step-grandparent
- 6) A grandchild
- 7) A sibling

c. Personal medical/dental appointments.

27.3 An employee who coordinates State Disability Insurance (SDI) benefits with their sick leave (or other elected leave balances) as set forth herein will have both benefits coordinated to the effect that the amount paid to the employee during the period in which the employee needs both benefits does not exceed the amount of compensation the employee would have otherwise received for working. The same coordination requirement will apply to those situations where the employee is coordinating Paid Family Leave benefits through the State Disability Insurance program.

27.4 A holiday occurring while an employee is on sick leave shall be counted as a holiday and shall not be charged against accrued sick leave benefits.

27.5 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 fifteen (15) continuous 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 sick leave remaining, if any;
- b. After fifteen (15) continuous years of County service, 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 due the employee under this Section shall be made in a lump sum if the value of the remaining sick leave as calculated under subsections "a" and "b" above, is equal to or less than two thousand dollars (\$2,000), or in

increments of not less than two thousand dollars (\$2,000) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000).

- d. An employee due a payout under subsections "a" or "b," above, may elect to have all or part of funds due deposited into the employee's IRC 457 account, if any.
- e. An employee who is reinstated to County service pursuant to the conditions set forth in Section 37 and 38 of this MOU shall be considered to have been continuously employed by the County for purposes of subsections "a" or "b," above, but in order to receive the benefit described in subsections "a" and "b" above, must still complete fifteen (15) service years with the County as defined by CalPERS.

27.6 Where management has documented or has reason to believe that an employee is abusing sick leave, a physician's verification to support sick leave usage may be required before the payment of sick leave.

27.7 Employees who are sick for four (4) consecutive workdays or more may be required to provide a physician's verification before returning to work, or the County may request a fitness-for-duty examination by a physician approved and paid by the County for the purpose of determining that the employee is fit and able to perform the essential functions of his/her position without hazard to the employee's fellow workers.

27.8 An employee that is regularly scheduled to work a twelve (12) hour shift in the Health Services Agency shall call his/her supervisor within one (1) hour before the start of his/her assigned shift unless there are unforeseen circumstances that prevent the employee from calling.

## **ARTICLE 28: BEREAVEMENT LEAVE**

28.1 Regular and Probationary employees who are absent from work due to the death of a member of the employee's immediate family will be granted up to three (3) working days of paid leave for bereavement purposes. In addition, regular and probationary employees 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 six (6) working days 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, if it is necessary to extend the leave beyond what is granted within this section and the employee has sufficient paid leave accumulated to cover the extension.)

28.2 "Immediate family" as used herein includes only employee's spouse, child, parent, step-parent, brother, brother-in-law, sister, sister-in-law, step-sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law grandparents, spouse's grandparents, great grandparents, spouse's great-grandparents, grandchildren, the other parent of the employee's child, aunt, uncle, niece, nephew, foster child, foster parent, registered

domestic partner, spouse's aunt or uncle, and any child or close relative who resided with the employee at the time of death, or other persons living in the same household.

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

## **ARTICLE 29: COURT LEAVE**

- 29.1 When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a matter to which the employee is not a party, or to serve on a jury, or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the County. The County may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or Jury Commissioner, and the County will be responsible to ensure that the employee is available for jury duty.
- 29.2 A swing shift or graveyard shift employee shall notify the department head or designee well in advance of the expected date(s) of court appearance or jury duty. The department head or designee will change the employee's shift from swing shift or graveyard shift to a day shift for the day(s) court appearance or the duration of jury duty. Employees' shifts shall be changed to a "day shift" only for days on which court is in session. The regularly assigned days of work shall remain the same. An employee will be paid at his/her regular rate of pay for the day shift.
- 29.3 If an employee is released from jury duty or a scheduled court appearance prior to the end of the employee's work shift, he/she will return to work for the balance of the day.

## **ARTICLE 30: PARENTAL LEAVE**

- 30.1 Each regular County employee with at least one year of continuous service shall be entitled to schedule paid parental leave upon the birth of the employee's child or during the process of an adoption of a minor child by an employee. In the case of an adoption, the entitlement shall arise upon both: 1) the placement of the child in the employee's home; and 2) the employee initiating or having completed an adoptive home study for the adoption of the child. The purposes of parental leave are to facilitate parental bonding, family adjustment, and childcare, and such leave shall be used consistent with these purposes. The paid leave set forth in Section 31.2 shall run concurrently with any qualifying statutory leave, if applicable.
- 30.2 The maximum paid parental leave for full-time regular employees shall be forty (40) hours. Parental leave shall be pro-rated for part-time regular employees. The maximum forty (40) hours shall apply to each birth or adoption, regardless of the number of children born (twins, triplets, etc.) or adopted.

- 30.3 Parental leave is separate and distinct from the use of sick leave for pregnancy, since it is not based upon disability. Parental leave is available for the first week the employee is out due to pregnancy during the waiting period for Paid Family Leave or State Disability Insurance, if they so qualify.

### **ARTICLE 31: CONTINUING EDUCATION**

- 31.1 Where the County requires as a condition of employment that an employee maintain a license or certificate that mandates continuing education (CE) to maintain the license or certificate, the employee will be responsible for obtaining the continuing education units. For courses directly related to maintaining licensure or certification, the County will provide a reasonable period of paid-time (not to exceed five [5] days per fiscal year) sufficient to maintain their licenses/certificates, subject to the approval of the employee's department head. The County also agrees to pay for registration fees and course materials of the authorized CE courses. This section does not apply to class "C" driver's licenses.
- 31.2 Where the County requires as a condition of employment that an employee maintain a license or certification in order to qualify for the position and that license or certification carries a periodic renewal cost, the County will reimburse the employee for this expenditure upon thirty (30) days' notice to the Department Head and proof of payment for renewal pursuant to conditions set forth in Section 18.2.

### **ARTICLE 32: LEAVE OF ABSENCE**

#### 32.1 Statutory Leaves

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

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

### 32.2 Leave Granted by Department Heads

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

### 32.3 Reasonable Accommodation Leave

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

32.4 The conditions under which an employee will be restored to employment following termination of leave of absence shall be clearly outlined in writing by the County in conjunction with granting a leave of absence. Upon an employee's return to work after an approved leave of absence, the employee will be reinstated to the employee's former position and working conditions, so long as the returning employee is able to perform the essential functions of the employee's former position. However, if there has been a reduction in force or the employee's position has been eliminated during said leave, the employee will be returned to a position in the classification the employee would have been in if the employee had not been on a leave of absence. An employee's status as a regular employee will not be impaired by such a leave of absence.

32.5 An employee who fails to return to work within three (3) working days of the expiration of the employee's approved leave of absence shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the County will allow the employee an opportunity to provide the County with the circumstances to make a final determination of employment by way of appealing a finding that the employee had automatically resigned.

### 32.6 Health Insurance Continuation

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. An employee 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.

- 32.7 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.
- 32.8 Time spent on an unpaid leave of absence shall not be calculated as service credit, consistent with conditions outlined in Section 36: Seniority. An employee on an unpaid leave of absence as provided herein shall not accrue vacation or sick leave benefits.

### **ARTICLE 33: INDUSTRIAL INJURY AND ILLNESS**

- 33.1 An employee who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination at the election of the employee; however, if the employee elects not to seek a medical examination the employee shall complete a written declination that he/she is declining medical attention at that time. She/he will not be considered absent from duty during the time required for such examination. The employee will be paid for the first full day of injury if the employee does not return to work after the initial workers compensation physician visit.

If required by the County to undergo a medical examination during the employee's regular working hours as a result of a claim for industrial injury or illness, the employee will be provided with transportation as needed if the employee cannot drive him or herself to the medical examination.

- 33.2 A regular employee who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Worker's Compensation Insurance Act.
- a. During any period of disability for which payment is not provided under Worker's Compensation Insurance, the employee shall be placed on disability leave with pay to the extent of any leave with pay which he/she has accrued.
  - b. Employees opting to coordinate paid time off with industrial injury payments shall use sick leave prior to compensatory time off, vacation or any other form of County paid time. During any period of disability for which payment is provided under Worker's Compensation Insurance the employee shall have the following options:
    - 1) Retain any Worker's Compensation Benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the Worker's Compensation Benefits added together are

equivalent to the employee's full pay. The employee shall use their accrued sick leave, vacation, or CTO to cover the partial payment.

2) Retain any Workers Compensation Benefits only. If the employee under these circumstances has premium cost sharing benefits with the County, they would be responsible for paying their cost sharing portion.

c. May elect to use accrued sick, vacation or CTO to compensate for the interval between filing an industrial illness or injury claim and its acceptance or denial by the Workers Compensation Administrator

33.3 Following exhaustion of all accumulated paid time off, the County will continue the employee's insurance benefit program on the normal premium-sharing formula until the injured/ill employee has been placed in a permanent/stationary status and the County has been notified.

33.4 Nothing in this Section will be construed to abridge or be implemented in any manner that is inconsistent with an employee's rights under the state worker's compensation statutes, rules and regulations, nor does an employee's acceptance of any benefit pursuant to this Section constitute a waiver of any such rights.

33.5 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 appropriate healthcare provider providing ongoing medical prescribed by the worker's 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 worker's compensation physician or worker's compensation third party administrator.

**ARTICLE 34: WORKPLACE SAFETY**

The County recognizes its obligation to provide a safe work place and will therefore comply with the Tehama County Injury and Illness Prevention Program (IIPP), Resolution No. 130-1991, and all state and federal safety laws, regulations, and guidelines. Regular safety meetings will be held to review accidents and prevent their recurrence, eliminate hazardous conditions, familiarize employees with safe work place procedures and applicable state and federal safety orders, and train employees in first aid in compliance with the aforementioned IIPP.

**ARTICLE 35: SENIORITY**

35.1 Seniority will be calculated and accrued on a per-hour basis. All benefits, wage step increases, layoff status, and any other reference to seniority in this Agreement will be based on this number to determine the action to be taken. The following equivalents will be used:

<b>Service Period</b>	<b>Seniority (Hours)</b>	<b>Accrual</b>
6 months	1,040	

12 months	2,080
5 years	10,400
10 years	20,800

- 35.2 All paid time including vacation, sick leave, bereavement leave, compensatory time off, and catastrophic leave will be counted toward an employee's seniority accrual. SDI benefits will be considered to be paid time when coordinated with paid leave accruals. Time spent in a non-paid status will not be counted towards an employee's seniority. When an employee takes unpaid leave, only the unpaid hours off work will remain uncounted toward seniority. Employees with semi-monthly paychecks shall have 86.67 hours posted to seniority accrual for each pay period they receive a full semi-monthly paycheck. The County will produce a seniority list at the time of layoff or annually for each department unit to be posted in each department and provided to the Union.
- 35.3 Employees will be eligible to advance to the next pay step after having completed one year (see equivalents in Section 36.1) of satisfactory or better service at the previous step, as documented in the employee's annual performance evaluation Article 40: Performance Evaluations.
- 35.4 The probationary employee may access compensatory time off or accrued vacation, if necessary, to avoid loss of seniority associated with taking unpaid leave in lieu of posting the ninth and tenth holiday hours under a 4/10 schedule or the ninth holiday hour under the 9/80 schedule, for any holiday taken.

### **ARTICLE 36: REINSTATEMENT**

A regular employee who voluntarily separates from the County and returns within one (1) year of the date of termination to the same classification the employee held prior to the separation will have compensation and benefits reinstated on the same basis as set forth in Section 38.10. This section does not grant any entitlement to reappointment. The employee's reinstatement is subject to interview, successful completion of the interview process, and all other required terms and conditions of employment. A reinstating employee shall not be subject to a probationary period.

### **ARTICLE 37: LAYOFF**

- 37.1 A seniority list shall be posted annually in each department and updated as necessary. 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.
- 37.2 Definitions
- a. "Layoff" is defined as a reduction in force which became necessary in the judgment of a department head or the Board of Supervisors because of a lack of funding, or because the necessity for a position(s) no longer exists.

- b. A “bumping right” is defined as the right when an employee is actually facing layoff may displace an employee with less seniority.
- c. “Non-regular employees” are defined as extra-help employees, retired annuitants, temporary/contract workers (employed by an outside temp agency), and probationary employees or any type of employee that is not a regular employee.

37.3 Prior to initiating a layoff the County will give the Union advance notice of layoffs based on the following notice periods:

- a. When the County is laying off fifteen (15) or more employees countywide the Union will receive thirty (30) days’ notice
- b. When the County is laying off less than fifteen (15) employees countywide the Union will receive ten (10) days’ notice.

In either case, the Union will have five (5) working days to initiate bargaining over the effect of the layoff. The Union will be provided the layoff worksheet(s) used by the County.

37.4 Regular employees will receive at least ten (10) working days’ notice of layoff including the options the employee has set forth herein. Whenever an employee has elected an option other than lay off as set forth in Section 38.6, 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. An employee who has received a layoff notice that includes option(s) set forth in Section 38.6 shall notify the department within seven (7) working days of the notice of their option.

37.5 No regular employee covered by this agreement will be laid off in any County department from a classification shown in Exhibit "A" before the County has laid off all employees in the affected Department that are non-regular employees. The County is not required to provide non-regular employees advance notice of layoff.

37.6 Regular employees whose positions have been reduced or eliminated must elect one of the following options:

- a. 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;
- b. select a vacant position in the department in a lower or lateral paid classification provided the employee is fully qualified to perform the duties
- c. accept reduced work hours, if any exist in the current classification and department
- d. elect to be laid off

- 37.7 An employee whose employment is subject to State Merit System rules will have seniority determined by Merit System rules. All other layoff procedures will follow the process set forth in this Agreement.
- 37.8 Any employee who has been displaced by another more senior employee may be entitled to exercise the options set forth in Section 38.5, above.
- 37.9 Regular employees who are actually laid off from County service or who have had their hours reduced pursuant to Section 38.6 above, shall be offered future vacancies in the classification and the department from which they are laid off for a period of up to two (2) years, providing they keep the Department Head advised of their current address and provided further, however, that a person declining appointment in the same classification and department will be removed from the re-employment list after two (2) refusals of re-appointment.
- 37.10 Reinstatement from Layoff
- a. If a regular employee is laid off from the County and returns to County employment in the same department within two years the employee's seniority, including pay range and step as of most recent promotion, he/she will be reinstated based on date of hire at the time of layoff. Vacation accrual will be reinstated based on years of service at the level received at the time of layoff, adjusted for any modifications in MOU benefits. Sick leave balances will be reinstated.
  - b. If a regular employee is laid off from the County and returns to County employment in a different department within two years the employee's seniority, including pay range and step as of most recent promotion, will be reinstated based on date of hire at the time of layoff. Vacation accrual will be reinstated based on years of service at the level received at the time of layoff, adjusted for any modifications in MOU benefits. Sick leave balances will be reinstated. The returning employee shall be subject to a new probationary period in the different department.
  - c. If the employee that is laid off takes a demotion in lieu of layoff and later may work in the employee's former classification, either full time or part time, either permanently or temporarily, the employee shall receive the pay at the same range and step the employee was receiving at the time of layoff.
- 37.11 Notwithstanding the provisions of this article, the County and the Union may agree to alternatives to layoff, including but not limited to unpaid employee furloughs where it is mutually determined that an alternative is in the best interest of both parties. Prior to initiating layoffs and upon request by the County, the Union agrees to meet with the County to discuss potential alternatives to layoffs. Such an agreement may be reached as part of the bargaining referred to in Section 38.3 above.

## **ARTICLE 38: PERSONNEL RECORDS**

- 38.1 Any employee, at the employee's request and with reasonable notice, shall be permitted to review the employee's official personnel file. The employee may have copies of any document contained in the employee's official personnel file. No more than once per year, an employee may request, and receive, a copy of the contents of the employee's personnel file without any charge for copying. Thereafter, a charge of fifteen cents (.15¢) per page for making copies may be required if more than 25 pages of documents are requested to be copied at any one time. Such charge shall be applied for copied documents/pages in excess of 25. An employee's personnel file may not be removed from the office of the Auditor-Controller or Personnel Office.
- 38.2 An employee may authorize in writing a Union representative to review the employee's official personnel file. The employee or Union representative shall provide advance notice to the Auditor-Controller or designee.
- 38.3 If the employee disagrees with the placement of any document(s) in his/her official personnel file, she or he will be entitled to a copy and may attach a written response of disagreement.
- 38.4 Except for annual performance evaluations, probationary reports, and official disciplinary actions, any negative materials, including, but not limited to, counseling letters and written reprimands shall, upon written request by the employee, and with the approval of the Personnel Director or Personnel Administrator in consultation with the department head, be purged from the file after twenty-four (24) months if there are no further occurrences of the conduct, or of the performance deficiency that caused the issuance of the critical documentation. No request to purge such documents shall be unreasonably denied.

### **ARTICLE 39: PERFORMANCE EVALUATIONS**

- 39.1 On or before the employee's anniversary date of hiring or promotion, a regular status employee will receive a written performance evaluation. Prior to presenting the final draft of the evaluation to the employee for the employee's signature, the evaluator shall discuss the contents of the evaluation with the affected employee and answer any questions the employee might have about the evaluation. The employee shall sign only the final version of the evaluation which shall be signed by the department head or his/her designee. The employee shall be provided a copy of the fully signed and executed performance evaluation immediately.
- 39.2 An employee shall have the right to attach a written response to his or her evaluation but shall not have the right to file a grievance.
- 39.3 Probationary employees shall be evaluated at least twice or more frequently as determined by the employee's supervisor prior to attaining regular status.

### **ARTICLE 40: CONTRACT DISPUTE RESOLUTION**

- 40.1 Any grievance which may arise between an employee and the County with respect to the interpretation or application of any of the terms of this Memorandum of Understanding and with respect to such matters as the discharge, demotion or

discipline of an individual regular employee shall be determined by the provisions of this Article. Except as provided by law, 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 or the Union itself on behalf of the employees it represents. Employees covered by the State of California Merit System may use either this grievance procedure or the Merit System appeal procedure, but not both.

#### 40.2 Step One

The initial step in the adjustment of a grievance shall be a discussion between the grievant or grievant's representative and the grievant's immediate management level supervisor, who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis for the grievance. This step may be taken during the working hours of the grievant. Notwithstanding the 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. This would normally be Step Four (4), Mediation. Such grievance shall be filed within fourteen (14) calendar days of the date of the imposition of discipline.

For any grievance filed in accordance with Section 41.1 with respect to interpretation or application of any of the terms of this Memorandum of Understanding, in County departments where the grievant employee's immediate management-level supervisor is also the Department Head, the grievant may combine Steps 1 through 3 by appealing or having the grievant's Union representative appeal the dispute to the Department Head, who shall respond in writing within twenty (20) calendar days. Thereafter, if the grievant or Union wishes to appeal, the grievance may be appealed to Step 4 (Section Nothing shall prevent the grievant and/or grievant's Union representative from engaging in informal attempt(s) to resolve the dispute at this level.

#### 40.3 Step Two

If a grievance is not resolved at Step One, Step Two shall be the presentation of the grievance in writing by either the grievant or the employee's representative to the Division Head or designee, who shall answer, in writing, within twenty (20) calendar days. Step Two 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(s) of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

For any grievance filed in accordance with Section 41.1 with respect to interpretation or application of any of the terms of this Memorandum of Understanding, in County departments where the grievant employee's immediate Division Head is also the Department Head, the grievant may combine Steps 2 and 3 by appealing or having the grievant's Union representative appeal the dispute to the Department Head, who shall

respond in writing within twenty (20) calendar days. Thereafter, if the grievant or Union wishes to appeal, the grievance may be appealed to Step 4 (Section 41.5). Nothing shall prevent the grievant and/or grievant's Union representative from engaging in informal attempt(s) to resolve the dispute at this level.

#### 40.4 Step Three

If a grievance is not resolved at Step Two, Step Three shall be the presentation of the grievance, in writing, by either the grievant or the employee's representative to the Department Head or designee, who shall answer, in writing, within twenty (20) calendar days. Step Three shall be taken within ten (10) calendar days of the date of the answer in Step Two. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section(s) of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

#### 40.5 Step Four

If a grievance is not resolved at Step Three, Step Four shall be referral by the Union 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.

If either party does not agree with the mediator's recommendation as to resolution of the dispute, the union may continue through the prescribed contract dispute resolution procedure to Step Five (Section 41.6(a)). Referral to Step Five shall not occur until a mediator has released the parties from the mediation process.

At any point in the grievance process prior to arbitration and with mutual agreement of the parties, the County and the Union may conduct an informal settlement conference to attempt to resolve the dispute.

#### 40.6 Step Five

- a. If a grievance is not resolved in Step Four, Step Five shall be referral by the Union to binding arbitration. Step Five shall be taken within twenty (20) calendar days of the date of the answer in Step Four. In the event that the County and the Union are unable to agree on the selection of an arbitrator, they shall request from American Arbitration Association ("AAA") a list of five (5) qualified persons from which the arbitrator will be chosen. The County and the Union 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. The County and the Union shall share the cost of the arbitrator, and pay the compensation and expenses of their respective appointees and witnesses. At the Union's request and expense, the County shall release from duty to participate in the proceedings those employees necessary to the adjudication process.



- b. 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, Union, and the aggrieved employee(s) provided, however, that such decision shall not in any way add to, disregard, or modify any of the provisions of this Memorandum of Understanding.
- 40.7 Failure by the grievant or the Union to meet any of the aforementioned time limits will result in forfeiture of the grievance; except, however, the aforementioned time limits may be extended by mutual agreement of the parties. Failure by the County or its representative to meet any of the aforementioned time limits will allow the grievant or the Union, as applicable, to proceed to the next step of the established procedure.
- 40.8 Any employee may present grievances in accordance with this Article without the intervention of the Union, so long as the adjustment is reached prior to Step Five 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 Union has received a copy of the grievance and the proposed resolution and has been given ten (10) calendar days to file a response.
- 40.9 A grievant shall in no way interfere with the right of the County to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or directive pending the final decision of the grievance.
- 40.10 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.

#### **ARTICLE 41: DISCIPLINE**

- 41.1 Regular status employees shall be subject to disciplinary action only for cause as prescribed in the Personnel Discipline Policy, dated January 24, 2006.
- 41.2 Probationary employees shall not have appeal rights if released during probation. Upon completion of the probationary period, employees shall be subject to disciplinary action only for cause as prescribed in the Personnel Discipline Policy.
- 41.3 Disciplinary action may include, but is not limited to, suspension with or without pay, reduction in salary of up to two (2) steps on the salary range of the employee's classification, transfer, demotion, and discharge.
- 41.4 An oral reprimand is an informal counseling that is not placed in the employee's personnel file. A written reprimand is a formal action that will be provided to an employee in writing and will note the nature of the rule violation and corrective action to be taken. An employee who receives a written reprimand may request additional information from their supervisor regarding the reason for the written reprimand, rule violated, or corrective action to be taken if not otherwise noted in the written reprimand. In addition, an employee who receives a written reprimand will be entitled

to attach a written response to the written reprimand, and/or may request an informal meeting with the employee's supervisor to discuss the written reprimand. Such a meeting would involve only the affected employee and her or his supervisor; no other representative of the employer or employee would be present at such a meeting. Oral and/or written reprimands are not grievable or subject to the disciplinary appeal process provided in this Article. Removal of written reprimands from an employee's personnel file shall be consistent with conditions outlined in Section 39.4: Personnel Records.

- 41.5 A regular status employee will be provided all due process rights under the *Skelly v. State Personnel Board* decision prior to the imposition of discipline other than an oral or written reprimand or a suspension of five (5) or fewer days. An employee facing suspension of five (5) or fewer days shall have the option to appeal the discipline pursuant to Sections 42.6, 42.7, 42.8 and 42.9. 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 right to respond to such charges and the right of representation. Without consent of the employee, the Skelly meeting shall not be held fewer than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for the Skelly meeting within five (5) calendar days of service of the notice shall constitute a waiver of the employee's right to a Skelly meeting. In the event that the employee does so appeal, the designated Skelly Officer shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

When an employee against whom the County seeks to impose discipline appears before a Skelly Officer for the purpose of making his or her first level appeal, no other County employee represented by Local 39 shall be present in any capacity at such an appeal meeting.

- 41.6 A regular status employee who is disciplined may appeal using the contract dispute procedure contained in Article 41 of this Memorandum of Understanding. The written appeal must be filed with the employee's Department Head within fourteen (14) calendar days of receiving the final notice of disciplinary determination, or the employee shall forfeit his or her right to appeal said disciplinary action.
- 41.7 A regular status employee who has appealed the imposed discipline by the department head shall begin at Step Four of the contract dispute procedure.
- 41.8 If the disciplinary grievance is not resolved in Step Four, Step Five shall be referral by the Union to binding arbitration. Step Five shall be taken within twenty (20) calendar days of the date of the answer in Step Four. In the event that the County and the Union are unable to agree on the selection of an arbitrator, they shall request from American Arbitration Association ("AAA") a list of five (5) qualified persons from which the arbitrator will be chosen. The County and the Union 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. The County and the Union

shall share the cost of the arbitrator and pay the compensation and expenses of their respective appointees and witnesses. At the Union's request and expense, the County shall release from duty to participate in the proceedings those employees necessary to the adjudication process.

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

#### **ARTICLE 42: WORK STOPPAGES/CONCERTED ACTION**

- 42.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful or unprotected picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the County by the Union 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.
- 42.2 It is agreed and understood that the County shall not impose any lockout.
- 42.3 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 42.4 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the County.

#### **ARTICLE 43: EMERGENCY PROVISION**

The County retains its right to amend, modify, or suspend Minute Orders, Resolutions, Ordinances, policies, or regulations which affect any provision of this Memorandum of Understanding in cases of emergency, for the term of the emergency. For the purposes of this Article, an "emergency" is defined as an act of God, war, natural or manmade disaster.

#### **ARTICLE 44: ADDRESSES FOR NOTICE**

- 44.1 Notices by the Union to the County, except where a grievance or disciplinary procedure requires direct mail to a specific department, will be mailed or delivered to: Tehama County Personnel Director, 727 Oak Street, Red Bluff CA 96080. The parties agree that grievances and/or disciplinary notices will be mailed to the address of the departmental Appointing Authority having originated the action, with a copy of Union response to be mailed to the Personnel Director at the above address.

44.2 Notices by the County to the Union will be mailed to the following address: The Joint Council, c/o of IUOE, Stationary Engineers, Local 39, 285 Sale Lane, Red Bluff, CA 96080.

44.3 Any change in the address shown in Section 45.1 or 45.2 of this Article will be provided to the other party in writing within ten (10) working days.

#### **ARTICLE 45: VOLUNTARY POLITICAL ACTION COMMITTEE DEDUCTIONS**

45.1 The County will deduct \$0.05 for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntarily authorized deduction forms for contributions to the Local 39 Federal Political Action Committee (PAC) fund. It is agreed that these authorized deductions for the Local 39 Federal PAC are not conditions of membership in the Stationary Engineers, Local 39, or of employment with the County and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

45.2 The reasonable cost of administering this payroll deduction for the Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 PAC has, through its negotiation and execution of this Agreement, reimbursed the County for the costs of such administration.

#### **ARTICLE 46: EFFECT OF MEMORANDUM OF UNDERSTANDING**

It is understood and agreed that the specific provisions contained in this Memorandum of Understanding will prevail over County practices and procedures, to the extent of a conflict, and over federal or state statute to the extent permitted by such statute.

#### **ARTICLE 47: ENTIRE AGREEMENT**

Except as specifically provided in Article 50: Term, during the term of this Memorandum of Understanding, the County and the Union expressly waive and relinquish the right to meet and confer on those issues falling within the scope of representation. The Union and the County agree that neither party shall be obligated to meet and confer with respect to any subject or matter whether referred to or covered in this Memorandum of Understanding or not, even though such subject or matters may not have been within the knowledge or contemplation of either or both the County and the Union at the time they met and negotiated on and executed this Memorandum of Understanding, and even though such subjects or matters were proposed and later withdrawn. 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.

The parties agree to meet and confer over establishment or change of policies that affect bargaining unit employees.

#### **ARTICLE 48: SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Whenever any provision of this Memorandum of Understanding is affected as set forth above, the parties may by mutual agreement agree to open negotiations on the subject of the affected provision.

**ARTICLE 490: TERM**

Unless otherwise specifically provided for herein, all terms, conditions, and provisions of this Memorandum of Understanding (MOU) are effective December 1, 2019, and expire on July 1, 2022. This MOU supersedes and replaces all previous Memoranda of Understanding between the parties as well as all previous Minute Orders, Resolutions, and Ordinances of the Board of Supervisors which are in conflict with the MOU. This MOU shall be renewed automatically from year to year after the original term unless either party shall give to the other party written notice of its desire to modify or bargain a successor to this MOU in which case the terms, conditions, and provisions of this MOU shall continue in full force and effect until such time as modifications or amendments are ratified by the Union's membership and approved by the Board of Supervisors. Written notice shall be given to the other party ninety (90) days or more preceding the scheduled expiration date of this MOU, as shown herein, unless otherwise agreed between the County and the Union.


**SIGNATURE PAGE**

Entered into this 29<sup>th</sup> day of June, 2021 by the undersigned:

**For the County:**

  
Williams J. Goodwin  
Chief Administrator

**APPROVED:**

  
Dennis Garton  
Chairman, Board of Supervisors


**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard Stout  
County Counsel

**For the Union:**

  
Bart Florence  
Local 39 Business Manager

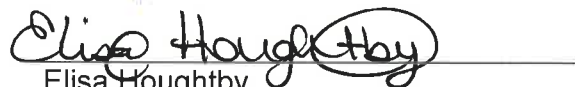
  
Jeff Gladieux  
Local 39 President


  
Charlie Slot  
Local 39 Director of Public Employees

  
Shane Mortensen  
Local 39 District Representative

  
Garrett Dickinson  
Local 39 Business Representative

  
Greg Latourell  
Bargaining Team Member

  
Elisa Houghtby  
Bargaining Team Member

\_\_\_\_\_  
Melissa Williams  
Bargaining Team Member  


## EXHIBIT A

Job Title	Range
ACCOUNT CLERK I	43
ACCOUNT CLERK I (Merit Systems)	49
ACCOUNT CLERK II	47
ACCOUNT CLERK II (Merit Systems)	53
ACCOUNT CLERK III (Merit Systems)	60
ACCOUNT CLERK SUPERVISOR	59
ACCOUNT CLERK SUPERVISOR I (Merit Systems)	65
ACCOUNTANT I	64
ACCOUNTANT II	67
ACCOUNTING SPECIALIST	60
ACCOUNTING TECHNICIAN I	50
ACCOUNTING TECHNICIAN II	53
ACCOUNTING TECHNICIAN III	57
ADMINISTRATIVE ASSISTANT	63
ADMINISTRATIVE SECRETARY I	51
ADMINISTRATIVE SECRETARY II	55
ADMINISTRATIVE SECRETARY III	59
AGRICULTURAL BIOLOGIST/WEIGHTS & MEASURES SPECIALIST I	63
AGRICULTURAL BIOLOGIST/WEIGHTS & MEASURES SPECIALIST II	67
AGRICULTURAL BIOLOGIST/WEIGHTS & MEASURES SPECIALIST III	71
AGRICULTURAL BIOLOGIST/WEIGHTS & MEASURES SPECIALIST IV	75
AGRICULTURAL WEIGHTS & MEASURES AIDE	55
AIR POLLUTION CONTROL AIDE	56
AIR POLLUTION CONTROL SPECIALIST I	65
AIR POLLUTION CONTROL SPECIALIST II	69
AIR POLLUTION CONTROL SPECIALIST III	73
ANIMAL CARE CENTER KENNEL ATTENDANT	44
ANIMAL CARE CENTER TECHNICIAN	47
APIARY SPECIALIST	87
APPRAISER I	63
APPRAISER II	67
ASSESSMENT CLERK I	46
ASSESSMENT CLERK II	50
ASSESSMENT CLERK III	54
ASSISTANT ENGINEER	81
ASSOCIATE ENGINEER	85
ASSOCIATE TRANSPORTATION PLANNER	71
AUDITOR ACCOUNTANT	72
AUDITOR APPRAISER I	64
AUDITOR APPRAISER II	68
BEHAVIORIAL HEALTH CLINICIAN I	71
BEHAVIORIAL HEALTH CLINICIAN II	81
BEHAVIORIAL HEALTH CLINICIAN III	85
BUILDING INSPECTOR I	68
BUILDING INSPECTOR II	70
BUILDING INSPECTOR III	72
BUSINESS OPERATIONS SUPERVISOR	72
BUYER I	61
BUYER II	65
CAA CASE MANAGER	62
CADASTRAL DRAFTING TECHNICIAN	62
CASE RESOURCE SPECIALIST I	60
CASE RESOURCE SPECIALIST II	64

## EXHIBIT A

Job Title	Range
CASE RESOURCE SUPERVISOR	72
CHIEF CADASTRAL DRAFTING TECHNICIAN	66
CHILD SUPPORT ATTORNEY I	80
CHILD SUPPORT ATTORNEY II	84
CHILD SUPPORT ATTORNEY III	88
CHILD SUPPORT SPECIALIST I	52
CHILD SUPPORT SPECIALIST II	56
CHILD SUPPORT SPECIALIST III	60
CHILD SUPPORT SUPERVISOR	64
CIVIL ENGINEER	87
CLINICAL PSYCHOLOGIST I	71
CLINICAL PSYCHOLOGIST II	76
CODE COMPLIANCE COORDINATOR	65
CODE ENFORCEMENT OFFICER I	68
CODE ENFORCEMENT OFFICER II	70
COMMUNITY HEALTH EDUCATION SUPERVISOR	76
COMMUNITY SERVICES AIDE I	51
COMMUNITY SERVICES AIDE II	53
COMMUNITY SERVICES FAMILY PARTNER	53
COMMUNITY SERVICES SUPERVISOR	68
CONSUMER SUPPORT WORKER	50
COOK	49
CUSTODIAN	45
DEPUTY AGRICULTURAL COMMISSIONER/SEALER OF WGHTS & MSRS	83
DEPUTY CONSERVATOR/PUBLIC GUARDIAN/PUBLIC ADMINISTRATOR	73
DEPUTY COUNTY CLERK I	47
DEPUTY COUNTY CLERK II	51
DEPUTY COUNTY CLERK III	58
DEPUTY COUNTY SURVEYOR I	82
DEPUTY COUNTY SURVEYOR II	85
DEPUTY DISTRICT ATTORNEY I	82
DEPUTY DISTRICT ATTORNEY II	86
DEPUTY DISTRICT ATTORNEY III	90
DEPUTY DISTRICT ATTORNEY IV	94
DIETARY COOK	49
DIETARY SUPERVISOR	57
DRUG/ALCOHOL AIDE	50
DRUG/ALCOHOL COUNSELOR I	60
DRUG/ALCOHOL COUNSELOR II	64
DRUG/ALCOHOL SUPERVISOR	72
ELIGIBILITY SPECIALIST I	53
ELIGIBILITY SPECIALIST II	57
ELIGIBILITY SPECIALIST III	61
ELIGIBILITY SUPERVISOR	66
EMPLOYMENT AND TRAINING WORKER I	55
EMPLOYMENT AND TRAINING WORKER II	59
EMPLOYMENT AND TRAINING WORKER III	63
EMPLOYMENT AND TRAINING WORKER SUPERVISOR	71
ENGINEERING AIDE	55
ENGINEERING TECHNICIAN I	63
ENGINEERING TECHNICIAN II	67
ENGINEERING TECHNICIAN III	71
ENVIRONMENTAL HEALTH AIDE	55



## EXHIBIT A

Job Title	Range
ENVIRONMENTAL HEALTH SPECIALIST I	68
ENVIRONMENTAL HEALTH SPECIALIST II	72
ENVIRONMENTAL HEALTH SPECIALIST SENIOR	82
ENVIRONMENTAL PLANNER	77
FACILITIES MAINTENANCE TECHNICIAN I	57
FACILITIES MAINTENANCE TECHNICIAN II	61
FACILITIES MAINTENANCE TECHNICIAN III	65
FACILITIES MAINTENANCE TECHNICIAN-HVAC Specialist	65
FAIR HEARING OFFICER	67
FAMILY SUPPORT WORKER	62
FAMILY SUPPORT WORKER SUPERVISOR	74
FIRE SAFETY INSPECTOR	69
FISCAL/DATA SUPERVISOR	74
FLEET ASSISTANT MAINTENANCE SUPERVISOR	71
FLEET MAINTENANCE SUPERVISOR	76
FLEET MECHANIC I	60
FLEET MECHANIC II	64
FLEET MECHANIC III	67
FOSTER PARENT LIAISON	50
GEOGRAPHIC INFORMATION SYSTEMS ANALYST	75
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I	68
GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II	71
HEALTH EDUCATOR	67
HEALTH SERVICES ANALYST I	67
HEALTH SERVICES ANALYST II	71
IEVS COORDINATOR	59
INFORMATION SYSTEMS ANALYST I	67
INFORMATION SYSTEMS ANALYST II	71
INFORMATION SYSTEMS SPECIALIST I	67
INFORMATION SYSTEMS SPECIALIST II	71
INFORMATION SYSTEMS TECHNICIAN	61
INFORMATION SYSTEMS SUPERVISOR	76
INFORMATION SYSTEMS SUPERVISOR (DSS)	76
INFRASTRUCTURE MANAGER	71
INSTITUTIONAL FARMING & MAINTENANCE TECHNICIAN	65
INSTITUTIONAL LICENSED PSYCHIATRIC TECHNICIAN I	68
INSTITUTIONAL LICENSED PSYCHIATRIC TECHNICIAN II	72
INSTITUTIONAL LVN I	68
INSTITUTIONAL LVN II	72
INSTITUTIONAL REGISTERED NURSE I	81
INSTITUTIONAL REGISTERED NURSE II	85
LAW CLERK I	64
LAW CLERK II	68
LAW LIBRARY CLERK	50
LEAD COMMUNITY SERVICES AIDE	57
LEAD CUSTODIAN	48
LEGAL CLERK I (Merit Systems)	51
LEGAL CLERK II (Merit Systems)	55
LEGAL SECRETARY I	51
LEGAL SECRETARY I (Merit Systems)	51
LEGAL SECRETARY II	55
LEGAL SECRETARY II (Merit Systems)	55
LEGAL SECRETARY III	59

## EXHIBIT A

Job Title	Range
LEGAL SECRETARY SUPERVISOR	64
LIBRARIAN I	60
LIBRARIAN II	64
LIBRARY ASSISTANT I	49
LIBRARY ASSISTANT II	52
LIBRARY CLERK I	43
LIBRARY CLERK II	47
LICENSED CLINICAL NURSE SUPERVISOR	91
LICENSED CLINICAL SUPERVISOR	91
LICENSED PSYCHIATRIC TECHNICIAN I	61
LICENSED PSYCHIATRIC TECHNICIAN II	65
LITERACY CLERK	47
LVN I	61
LVN II	65
MEDICAL ASSISTANT I	48
MEDICAL ASSISTANT II	52
MEDICAL RECORDS SUPERVISOR	58
MENTAL HEALTH SERVICES ACT COORDINATOR	71
NUTRITION ASSISTANT I	48
NUTRITION ASSISTANT II	52
NUTRITION ASSISTANT III	56
NUTRITION COORDINATOR	68
NUTRITIONAL PROGRAMS SUPERVISOR	64
OFFICE ASSISTANT I	43
OFFICE ASSISTANT I (Merit Systems)	43
OFFICE ASSISTANT II	45
OFFICE ASSISTANT II (Merit Systems)	45
OFFICE ASSISTANT III	48
OFFICE ASSISTANT III (Merit Systems)	48
OFFICE ASSISTANT SUPERVISOR	58
OFFICE ASSISTANT SUPERVISOR I (Merit Systems)	58
OFFICE ASSISTANT SUPERVISOR II (Merit Systems)	60
OFFICE MAINTENANCE WORKER	51
OFFICE MAINTENANCE WORKER (Merit Systems)	51
ORGANIC MATERIALS PROGRAM COORDINATOR	65
PAYROLL COORDINATOR I	64
PAYROLL COORDINATOR II	68
PAYROLL TECHNICIAN	57
PERMIT TECHNICIAN I	58
PERMIT TECHNICIAN II	62
PLAN CHECK ENGINEER	89
PLANNER I	71
PLANNER II	74
PLANNER III	77
PLANNER IV	81
PLANNING TECHNICIAN I	58
PLANNING TECHNICIAN II	62
PRINCIPAL APPRAISER	75
PROBATION AIDE	54
PROPERTY TAX ACCOUNTANT I	64
PROPERTY TAX ACCOUNTANT II	68
PSYCHIATRIC AIDE I	46
PSYCHIATRIC AIDE II	50

## EXHIBIT A

Job Title	Range
PUBLIC GUARDIAN/PUBLIC ADMINISTRATOR SUPPORT SPECIALIST	62
PUBLIC HEALTH NURSE I	78
PUBLIC HEALTH NURSE II	82
PUBLIC HEALTH NURSE III	86
PUBLIC SAFETY FLEET MAINTENANCE SUPERVISOR	76
PUBLIC SAFETY VEHICLE & EQUIPMENT MECHANIC I	61
PUBLIC SAFETY VEHICLE & EQUIPMENT MECHANIC II	64
PUBLIC WORKS ASSISTANT MAINTENANCE SUPERVISOR	66
PUBLIC WORKS INVENTORY CONTROLLER	64
PUBLIC WORKS MAINTENANCE SUPERVISOR	71
PUBLIC WORKS MAINTENANCE WORKER I	54
PUBLIC WORKS MAINTENANCE WORKER II	56
PUBLIC WORKS MAINTENANCE WORKER III	59
PUBLIC WORKS MAINTENANCE WORKER IV	62
PUBLIC WORKS PROGRAM SUPERVISOR	83
QUALITY ASSURANCE MANAGER	91
REAL PROPERTY/UTILITY COORDINATION AGENT	71
RECYCLING COORDINATOR I	56
RECYCLING COORDINATOR II	59
REGISTERED DIETITIAN I	74
REGISTERED DIETITIAN II	78
REGISTERED NURSE I	74
REGISTERED NURSE II	78
RIGHT OF WAY AGENT	67
SCREENER	48
SECRETARY III (Merit Systems)	59
SENIOR ACCOUNTING TECHNICIAN	58
SENIOR APPRAISER	71
SENIOR ASSESSMENT CLERK	58
SENIOR AUDITOR APPRAISER	72
SENIOR BUYER	69
SENIOR CIVIL ENGINEER	92
SENIOR TRANSPORTATION PLANNER	77
SOCIAL SERVICES AIDE	50
SOCIAL WORKER I	59
SOCIAL WORKER II	62
SOCIAL WORKER III	65
SOCIAL WORKER IV A	67
SOCIAL WORKER IV B	68
SOCIAL WORKER SUPERVISOR I	72
SOCIAL WORKER SUPERVISOR II	75
STAFF SERVICES ANALYST I - FISCAL (Merit Systems)	65
STAFF SERVICES ANALYST I (Merit Systems)	65
STAFF SERVICES ANALYST II - FISCAL (Merit Systems)	69
STAFF SERVICES ANALYST II (Merit Systems)	69
SUPERVISING CLINIC NURSE	82
SUPERVISING INSTITUTIONAL REGISTERED NURSE	93
SUPERVISING PUBLIC HEALTH NURSE	91
SUPERVISING REGISTERED DIETITIAN	86
SYSTEM SUPPORT ANALYST (CWS/CMS) (Merit Systems)	61
SYSTEM SUPPORT ANALYST (Merit Systems)	61
TRANSFER ANALYST	57
TRANSPORTATION PLANNER AIDE	59

## EXHIBIT A

Job Title	Range
VETERANS SERVICES REPRESENTATIVE	61
VICTIM WITNESS ADVOCATE I	58
VICTIM WITNESS ADVOCATE II	62
VOCATIONAL ASSISTANT	43
WASTEWATER FACILITIES OPERATOR	73
WASTEWATER TREATMENT PLANT OPERATOR I	67
WASTEWATER TREATMENT PLANT OPERATOR II	70
YOUTH SERVICES LIBRARIAN	64

**EXHIBIT A1**  
**JOINT COUNCIL**  
**SCHEDULE OF HOURLY WAGE RATES**  
**EFFECTIVE JULY 4, 2021**  
**5% WAGE ADJUSTMENT**

<b>RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP EL</b>
43	12.74	13.38	14.07	14.78	15.51	16.32
44	13.06	13.72	14.43	15.12	15.90	16.72
45	13.38	14.07	14.78	15.51	16.32	17.13
46	13.72	14.43	15.12	15.90	16.72	17.56
47	14.07	14.78	15.51	16.32	17.13	17.98
48	14.43	15.12	15.90	16.72	17.56	18.46
49	14.78	15.51	16.32	17.13	17.98	18.90
50	15.12	15.90	16.72	17.56	18.46	19.39
51	15.51	16.32	17.13	17.98	18.90	19.86
52	15.90	16.72	17.56	18.46	19.39	20.36
53	16.32	17.13	17.98	18.90	19.86	20.87
54	16.72	17.56	18.46	19.39	20.36	21.38
55	17.13	17.98	18.90	19.86	20.87	21.91
56	17.56	18.46	19.39	20.36	21.38	22.47
57	17.98	18.90	19.86	20.87	21.91	23.02
58	18.46	19.39	20.36	21.38	22.47	23.60
59	18.90	19.86	20.87	21.91	23.02	24.19
60	19.39	20.36	21.38	22.47	23.60	24.80
61	19.86	20.87	21.91	23.02	24.19	25.41
62	20.36	21.38	22.47	23.60	24.80	26.05
63	20.87	21.91	23.02	24.19	25.41	26.70
64	21.38	22.47	23.60	24.80	26.05	27.38
65	21.91	23.02	24.19	25.41	26.70	28.05
66	22.47	23.60	24.80	26.05	27.38	28.76
67	23.02	24.19	25.41	26.70	28.05	29.47
68	23.60	24.80	26.05	27.38	28.76	30.22
69	24.19	25.41	26.70	28.05	29.47	30.96
70	24.80	26.05	27.38	28.76	30.22	31.75
71	25.41	26.70	28.05	29.47	30.96	32.54
72	26.05	27.38	28.76	30.22	31.75	33.34
73	26.70	28.05	29.47	30.96	32.54	34.18
74	27.38	28.76	30.22	31.75	33.34	35.03
75	28.05	29.47	30.96	32.54	34.18	35.90
76	28.76	30.22	31.75	33.34	35.03	36.80
77	29.47	30.96	32.54	34.18	35.90	37.73

**EXHIBIT A1**  
**JOINT COUNCIL**  
**SCHEDULE OF HOURLY WAGE RATES**  
**EFFECTIVE JULY 4, 2021**  
**5% WAGE ADJUSTMENT**

78	30.22	31.75	33.34	35.03	36.80	38.67
79	30.96	32.54	34.18	35.90	37.73	39.63
80	31.75	33.34	35.03	36.80	38.67	40.64
81	32.54	34.18	35.90	37.73	39.63	41.64
82	33.34	35.03	36.80	38.67	40.64	42.68
83	34.18	35.90	37.73	39.63	41.64	43.75
84	35.03	36.80	38.67	40.64	42.68	44.84
85	35.90	37.73	39.63	41.64	43.75	45.97
86	36.80	38.67	40.64	42.68	44.84	47.09
87	37.73	39.63	41.64	43.75	45.97	48.28
88	38.67	40.64	42.68	44.84	47.09	49.50
89	39.63	41.64	43.75	45.97	48.28	50.74
90	40.64	42.68	44.84	47.09	49.50	52.01
91	41.64	43.75	45.97	48.28	50.74	53.31
92	42.68	44.84	47.09	49.50	52.01	54.63
93	43.75	45.97	48.28	50.74	53.31	55.99
94	44.84	47.09	49.50	52.01	54.63	57.40

## **EXHIBIT B**

### **FIRE SAFETY INSPECTOR UNIFORM REQUIREMENTS**

#### **1. WEARING OF THE UNIFORM**

Each employee may decide how many garments to purchase and maintain; however, each employee is required to have the prescribed uniform items whenever reporting for duty.

#### **2. UNIFORM MAINTENANCE**

Employees must begin each work day clean and neat and attired in the properly fitting prescribed uniforms. Employees will use prudence in wearing repaired uniform garments. Uniform items with visible areas of wear or disrepair which detract from the employee's appearance will not be worn.

#### **3. EXCEPTIONS TO UNIFORM REQUIREMENT**

Civilian attire, suitable to the occasion, is appropriate when:

- Wearing of the uniform would be unnecessarily conspicuous, e.g., at a meeting only casually related to department affairs.
- On special training assignments: Physical limitations (i.e., treatment of injury, etc.) which preclude the proper wearing of the uniform.

#### **4. FINGER RINGS**

Conservatively styled finger rings may be worn.

#### **5. GROOMING STANDARDS**

The following standards are deemed reasonable and will be the minimum guidelines to be complied with by Tehama County Fire uniformed employees. Hair must be worn in conformance with departmental standards during working hours.

Hair will be in accordance with the following criteria:

- Neat, clean, trimmed and present a groomed appearance
- Worn so that it does not extend below the bottom of the uniform shirt collar when the employee is standing erect
- Above the bottom of the ears, and not more than two inches in front of the ears, if combed over the ears
- No lower on the forehead than the eyebrows, measured from the high point of the eyebrows, if styled or combed forward
- Permitted to be in moderate natural style if it qualifies within the limits described; however, the maximum extension from the scalp shall not exceed two inches

Uniformed personnel will be clean shaven; however, neatly trimmed sideburns and mustaches are permitted

- Sideburns will not extend below the bottom of the earlobe and will end with a clean shaven horizontal line; the maximum width at the bottom of the sideburns will not exceed one and one-half inches
- Mustaches will not extend below the bottom of the upper lip, nor more than one-half inch beyond the corners of the mouth

When on duty, the wearing of earrings or other head or facial ornaments is prohibited

**EXHIBIT B**, continued

6. WORK UNIFORM

The Tehama County Fire work uniform will be worn by employees working in the field. The following items are required to meet the uniform standards:

7. WORKSHIRT:

NFPA approved, Nomex 111A, Navy Blue/Midnight Navy in color or equivalent, with male and female sizing, either short or long sleeve is acceptable. The Tehama County Fire uniform patch will be sewn on each sleeve, centered, one-half inch below shoulder seam. The following shirts are currently approved:

Male Shirts:

- Male Short Sleeve (SS) Workrite--Fire Chief Shirt, short sleeve Style # 700NMX-45-MN Male Short Sleeve (SS) Flying Cross-Navy Blue Short Sleeve Shirt (9800)
- Male Long sleeve (LS) Workrite-Fire Chief Shirt, Style # Long Sleeve 705NMX-45-MN Male Long Sleeve (LS) Flying Cross-Navy Blue Long Sleeve, (9820)

Female Shirts:

- Female Short Sleeve (SS) Flying Cross-Navy Blue Short Sleeve Style # 9810
- Female Short Sleeve (SS) Workrite-- Women's Fire Chief Shirt Workrite Shirt, Short Sleeve, Style # Women's Short Sleeve 701 NMX-45-MN
- Female Long Sleeve (LS) Flying Cross-Navy Blue Long Sleeve, Style # 9830
- Female Long Sleeve Shirt (LS) Workrite--Women's Fire Chief Shirt, Long Sleeve, Style # Long Sleeve 706NMX-45-MN

8. T-SHIRT (NAVY BLUE):

Short or long sleeve, 100% heavyweight cotton, 6.0 ounce or heavier, crew neck, dark navy blue - must closely match color of uniform shirt.

9. BADGE:

Employee badges, approved by the Fire Chief and provided by the Department, shall be worn on the uniform shirt. Badges will be worn centered above the left shirt pocket.

10. NAMEPLATE:

The standard Tehama County Fire Department nameplate will be worn centered over the right shirt pocket flaps. The nameplate will be positioned with the lower edge resting on the top edge of the pocket flap. The employees first and last name will be engraved on the plate. Nameplate size will be seven-eighths inches by three and one-quarter inches. The nameplate will be plastic with silver background/black lettering.

11. PANTS:

NFPA approved, Nomex IIIA, Navy Blue/Midnight Navy in color or equivalent, with male and female sizing. The following trousers are currently approved:

Male Trousers:

- Flying Cross: Navy Blue Synergy Nomex 111A, (98200)
- Workrite: Firefighter Pant, Midnight Navy Style# Full Cut 402NMX-75-MN Firefighter Pant, Midnight Navy Style# Regular Cut 400NMX-75-MN



**EXHIBIT B**, continued

Female Trousers:

- Flying Cross: Navy Blue Synergy Nomex IIIA, (98250) Workrite: Women's Firefighter Pant, Midnight Navy Style# Women's 401 NMX-75-MN

12. BELT:

One and three-quarters inch wide, black leather, basket weave design. The buckle will be plain, square-shaped with center bar. The buckle will have a nickel finish.

13. SOCKS:

Fine-weave material, black, without a pattern or figures with low-cut shoes. Any socks may be worn with boots if the socks are not visible. Female employees may wear natural colored nylons.

14. FOOTWEAR:

The following footwear are authorized: black leather, laced dress oxford, chukka style shoe, Wellington style dress boots or light weight semi-dress lace up boot, with one-piece plain toe without design or stitching. All footwear must be maintained with a high-gloss finish.

15. WORK BOOTS:

Heavy-duty, lace-type work boots with deeply lugged soles and heels, such as Vibram, with leather tops at least eight inches in height. The toe of the boot should be of hard material to reduce the potential of toe injuries (Health and Safety Handbook Section 1727). Referenced boots:

- Chippewa #5306, #5570 Red Wing #699, #919, #890
- Thorogood #834-6381, #834-6391, #804-6446
- Wolverine #1815 and #1890
- White's logger or smoke jumper styles

16. OPTIONAL

The Tehama County Fire Department has approved the following optional accessory items.

17. JACKET - WORK:

100% cotton, dark navy blue, with or without liner. Tehama County Fire uniform patch sewn on each sleeve, centered, one inch below shoulder seam. Flying Cross style #74100 with zipped in/out liner #32740.

18. SWEATSHIRT:

Dark navy blue - must closely match uniform color, heavyweight, nine ounces polyester/cotton blend, pullover type with half-zipper, standup cadet collar. Jerzees style #03179 or equivalent.

19. JOBSHIRT:

- Dark Navy Blue, heavyweight cotton/polyester fleece with denim collar and elbow pads. Pullover style with half zipper front.

- The Job Shirt will be "R" Hero's style #805 or Game Workwear style #FMS or equivalent.

**EXHIBIT B**, continued

20. CAPS:

Dark Navy Blue baseball style cap made of a quality wool blend or twill fabric. It will be designed with an adjustable strap across the back, or by individual size.

- Cap Manufacturer: Yupoong, Style: Flexfit, SKU # 6277, or equivalent; Color: Dark Navy, (or Red for Incident Command Teams), 6 panel, low profile Fused hard buckram in rounded athletic shape Permacurv visor, .3 1/2" crown, 6 sewn eyelets, 8 rows of stitching on visor 63% polyester, 34% cotton, 3% spandex Sizes: small/medium 6 3/4" - 7 1/4 " & large/Xlarge 7 1/8"- 7.5/8 "
- Cap Manufacturer: Califame SKU# COR 10, or equivalent, Dark Navy Blue (or Red for Incident Command Teams). The caps will be 30% wool 70% polyester mid crown design, self-eyelet and button, same color as cap, Velcro closure, cotton tapping and binding row of stitches on bill.

## **EXHIBIT C** **SUPERVISORS**

For purposes of work-place representation and bargaining those issues relevant only to Supervisor classifications identified below, the classifications shall be considered as a separate group. This shall not constitute a separate bargaining unit under the current Memorandum of Understanding between the County and the Union. The intent of this distinction is to permit the Union, on behalf of the below identified Supervisors to bring forth proposals that are Supervisor specific during the bargaining cycle. This process will not unnecessarily extend the negotiations. The Union agrees to provide a conflict Business Representative for employees in the Supervisor classifications in representation situations where necessary to avoid a conflict of interest or when requested by the affected employee as deemed appropriate.

Account Clerk Supervisor	Licensed Clinical Nurse Supervisor
Account Clerk Supervisor I (MS)	Licensed Clinical Supervisor
Business Operations Supervisor	Medical Records Supervisor
Case Resource Supervisor	Office Assistant Supervisor
Chief Appraiser	Office Assistant Supervisor (Bilingual)
Child Support Supervisor (MS)	Office Assistant Supervisor I and II (MS)
Code Compliance Coordinator	Public Works Maintenance Supervisor
Community Health Education Supervisor	Public Works Program Supervisor
Community Services Supervisor	Quality Assurance Manager
Deputy Agricultural Commissioner-SWM	Senior Buyer
Dietary Supervisor	Senior Civil Engineer
Drug and Alcohol Supervisor	Social Worker Supervisor I (MS)
Eligibility Supervisor (MS)	Social Worker Supervisor II (MS)
Eligibility Supervisor Bilingual (MS)	Supervising Assessment Clerk
Employment Training Supervisor (MS)	Supervising Clinic Nurse
Environmental Health Specialist Senior	Supervising Institutional Registered Nurse
Family Support Worker Supervisor	Supervising Institutional Registered Nurse (Bil)
Fiscal Data Supervisor	Supervising Public Health Nurse
Fiscal Data Supervisor Bilingual	Supervising Registered Dietician
Fleet Maintenance Supervisor	Supervising Registered Dietician Bilingual
Information Systems Supervisor (DSS) (MS)	Supervising Registered Dietician Bilingual

(MS) = Merit Systems

**EXHIBIT D**  
**MAXIMUM VACATION ACCRUAL**

To implement the modification to Section 27.10 ("Vacation") made by that certain Memorandum of Understanding between the Representatives of the County of Tehama and the Representatives of the Joint Council of International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, and Service Employees International Union, Local 1292, AFL-CIO effective January 1, 2009 ("the 2009 MOU") and carried forward in this Agreement, the County and the Union agree to the following:

1. For those employees hired prior to July 1, 1996, who were not previously subject to a vacation accrual cap but who were first subject to the cap with the 2009 MOU, effective the day following ratification of the 2009 MOU, all accumulated vacation hours above 310 were set aside ("frozen") and subject to redemption at a rate based on the employee's hourly wage as of the day following the ratification date of the 2009 MOU. These set-aside hours would not increase in value based on future pay increases.
2. If the employee at any time has no vacation balance but maintains a separate bank of hours based Section 1 of this Exhibit "E", the employee will be subject to using the banked hours prior to taking any time unpaid. In this circumstance the employee would be paid at the employee's current hourly rate at the time of use.
3. The effective date of the reduction in the cap was the first day of the first full pay period following ratification of the 2009 MOU.

The County will maintain a confidential list of employees affected by this reduction process that includes the number of hours set aside and the employee's hourly wage at the time the hours were set aside.

RESOLUTION NO. 2021-57

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF TEHAMA  
AND THE JOINT COUNCIL OF INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS, LOCAL 39, AFL-CIO, AND SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1292, AFL-CIO (JOINT COUNCIL)

WHEREAS, State law prescribes the method by which public employers and public employees are to establish wages, hours and other terms and conditions of employment; and

WHEREAS, representatives of the County of Tehama and the Joint Council have met together and negotiated a twelve month, comprehensive Memorandum of Understanding that establishes wages, hours and other terms and conditions of employment; and

WHEREAS, Tehama County's representatives in negotiations are recommending that the Board of Supervisors ratify the attached Memorandum of Understanding with the Joint Council; and

WHEREAS, The Master Salary Schedule will be updated to reflect the changes; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby ratify the Memorandum of Understanding between the County of Tehama and the Joint Council, copies of which are attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors is hereby authorized to sign the Memorandum of Understanding on behalf of the County.

The foregoing resolution was offered on a motion by Supervisor Chamblin, seconded by Supervisor Williams and adopted by the following vote of the Board:

AYES: Supervisors' Chamblin, Williams, Garton, Leach and Carlson

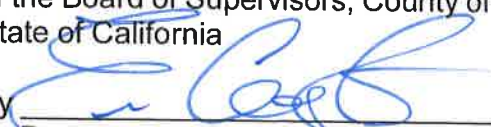
NOES: None

ABSENT OR NOT VOTING: None

STATE OF CALIFORNIA )  
  ) SS  
COUNTY OF TEHAMA )

I, Jennifer Vise, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the 29th day of June, 2021.

Dated this 14 day of July, 2021.

Jennifer Vise, County Clerk and ex-officio Clerk  
of the Board of Supervisors, County of Tehama,  
State of California  
By   
Deputy

MINUTE ORDER  
BOARD OF SUPERVISORS  
COUNTY OF TEHAMA, STATE OF CALIFORNIA

**R E G U L A R     A G E N D A**

1. JOINT COUNCIL MEMORANDUM OF UNDERSTANDING

- a) AGREEMENT / RESOLUTION NO. 2021-57 - Adoption of a resolution approving the Memorandum of Understanding (MOU) between the County of Tehama and the Joint Council, effective 12/1/19 through 7/1/22 and approval of corresponding revisions to the 2018 Tehama County Master Salary Schedule.

(Miscellaneous Agreement #2021-161)

Following comments;

**RESULT:**        **APPROVED [UNANIMOUS]**  
**MOVER:**        Steve Chamblin, Supervisor - District 1  
**SECONDER:**   Bob Williams, Supervisor – District 4  
**AYES:**         Chamblin, Leach, Garton, Williams, Carlson

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF TEHAMA    )

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 29<sup>th</sup> day of June, 2021.

DATED: July 14, 2021

JENNIFER A. VISE, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
of the County of Tehama, State of California

Deputy: \_\_\_\_\_  
