

# **MEMORANDUM OF UNDERSTANDING**

*between*

**THE REPRESENTATIVES OF THE  
COUNTY OF TEHAMA**

*and*

**THE REPRESENTATIVES OF THE  
TEHAMA COUNTY  
MANAGEMENT EMPLOYEES' ASSOCIATION**

**Effective: January 1, 2020 through July 1, 2022**

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## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 27<sup>th</sup> day of July, 2021, to be effective January 1, 2020 except as otherwise provided herein, by and between the representatives of the County of Tehama (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as the County, and the representatives of the Tehama County Management Employees' Association (a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California), hereinafter referred to as Association,

### WITNESSETH that:

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

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

### ARTICLE 1: Definitions

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

**Compaction** means the difference between two salaries is lessened due to the assigned salary of lower paid classification increasing at a faster rate than the assigned salary at the higher paid classification.

**Confidential Employee** means an employee, as reasonably designated by the County, who in the course of his or her duties has access to confidential information relating to the County's administration of employer-employee relations.

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

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

**Designee** means any person with the authority to enforce or complete a task.

**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 or short duration (not to exceed 1000 hours in a fiscal 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.

**Industrial Leave** means time off an employee would take due to the direction of an approved physician due to an injury acquired while on the job.

**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.

**Management 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.

**Part-time employee** Part-time employee for the purposes of this Memorandum of Understanding means any employee who is assigned to work less than forty hours in a workweek. 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 Memorandum of Understanding shall be determined accordingly. 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.

**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.

**Reclassification** is the assignment of a new or different classification title that more accurately reflects the duties to be performed by the incumbent of the position.

**Regular Full-Time Employees** working in a full time position (40 hours or more a 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 which has successfully completed the probationary period set within the Memorandum of Understanding.

## **ARTICLE 2: Preamble**

2.1 This Memorandum of Understanding supersedes and replaces all previous Memoranda of Understanding between the parties as well as all previous Minute Orders, Resolutions and Ordinances of the Board of Supervisors which are in conflict with this Memorandum of Understanding.

- 2.2 The parties shall comply with the provisions of Chapter 10 (Sections 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California.
- 2.3 It is the policy of the County and the Association not to, and neither party will illegally interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, religion, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, age (40 and over), sex, color, national origin, religious creed, sexual orientation, denial of Family and Medical Care Leave, or the exercise of rights contained in Sections 3500, et seq., or the Government Code of the State of California.
- 2.4 Without waiver of any constitutional or statutory rights, County employees shall continue to perform loyal and efficient work and service, and shall continue to use their influence and best efforts to protect the properties of County and its service to the public, and shall cooperate in promoting and advancing the welfare of County and in preserving the continuity of its service to the public at all times.
- 2.5 The parties have met and conferred in good faith and have reached agreement on procedures set forth in this Memorandum of Understanding for resolution of disputes between the parties. The Association and the County agree that they will follow the procedures as set forth in this Memorandum of Understanding or the bargaining process required by the Meyers-Milias-Brown Act. The Association will make a good faith effort to persuade its members to also use the established procedures, rather than to use any other method or forum for resolution of problems or disputes arising out of this Memorandum of Understanding or the bargaining process prior to the conclusion of the established procedures. The foregoing shall not be construed as impairing any employee's constitutional rights.

### **ARTICLE 3: Recognition**

- 3.1 The County recognizes the Association as the Exclusive Representative of all employees of the County who hold a classification listed on Exhibit "A" of this Memorandum of Understanding, who are regularly scheduled to work one-half time or more. Excluded from this unit of employees are all elected employees, unrepresented confidential employees, extra-help employees, employees regularly scheduled to work less than half-time, and employees who are members of other recognized bargaining units. The provisions of this Memorandum of Understanding hereinafter set forth shall apply only to those employees of the County for whom the Association is the established Exclusive Representative.
- 3.2 Management Unit Membership Criteria (for members other than Appointed Department Heads and Confidential Employees, which are defined in Board of Supervisors Resolution 66-2003): Employees who have 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.

- 3.3 Hereafter, when a request is made to add a classification to the Management Unit, the Board of Supervisors shall refer the request to the Personnel Committee of the Board of Supervisors. The Personnel Committee and their staff shall review the request and make a recommendation to the Board. Their recommendations shall be based on the agreed upon criteria as outlined in Section 3.2, and shall include the reasons for their recommendations. Staff to the Personnel Committee, for the above function, shall be the Personnel Director or his designee, two members of Miscellaneous bargaining unit, and two members of the Management Unit. The Committee's recommendations shall be advisory only. The final decision shall be made by the full Board of Supervisors.
- 3.4 As of July 1, 1990, and due to the negotiations in good faith between the Board of Supervisors and the Management Unit, the new criteria as outlined in Section 3.2 has been established. It is mutually agreed that certain classifications no longer meet the test of this criteria and shall be moved to the Miscellaneous bargaining unit. It is further agreed, however, that those employees who currently are members of the Management Unit and serve in those deleted classifications, shall not lose their membership and shall remain members of the Management Unit so long as they retain their employment in their present classification or are moved, promoted or demoted into another classification recognized as a Management Unit classification. As members of the Management Unit they shall retain all the rights and privileges of membership as outlined in this Memorandum of Understanding and shall be treated as all other eligible members of the Management Unit in future negotiations.

#### **ARTICLE 4: Management Rights**

- 4.1 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 or after evaluating costs and consulting with the Association
- j. The right to transfer work into or out of the bargaining unit consistent with past practices
- k. The right to otherwise maintain an orderly, effective and efficient operation

Both parties acknowledge and agree that the Board of Supervisors may, at their discretion, adopt and amend ordinances, resolutions, and minute orders that delegate to Department Heads and/or others the exercise of Management Rights.

- 4.2 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.
- 4.3 It is also agreed and understood that grievances related to this Article, pursuant to Article 8, Grievance Procedures, are solely limited to whether or not the County appropriately exercised its rights.

#### **ARTICLE 5: Association Rights**

- 5.1 Official representatives of the Association will be permitted access to County property to confer with County employees on matters of employer-employee relations but such representatives shall not interfere with work in progress without agreement of the Board of Supervisors. Official representatives of the Association who are also County employees shall be permitted to leave their normal County duties in order to engage in official Association business providing that the employee's absence does not create an unreasonable burden on the County and the employee receives advance permission from the Board of Supervisors prior to leaving their normal County duties.
- 5.2 Prior to each general bargaining session, the Association representatives shall be allowed up to three (3) hours of bargaining preparation time with pay. For the purpose of engaging in the meet and confer process, the Association shall have the right to up to three (3) Association representatives being absent from their normal duties while formally meeting and conferring without loss of compensation. Whenever it becomes necessary for a County employee to represent another employee as an Association representative during the processing of a grievance, one representative of the Association may be absent from duties while officially presenting the grievance to County management without loss of compensation.

- 5.3 All other Association business not specifically covered in Section 5.2 above shall be conducted during employee's non-duty hours or, if done during an employee's normal duty hours, shall be with advance approval of the Board of Supervisors and shall be without compensation of any kind.
- 5.4 County vehicles, equipment and facilities may be used for official Association business providing the Board of Supervisors gives advance approval and there is no unreasonable burden on the County.
- 5.5 The County will provide the Association adequate bulletin board space for the purpose of posting thereon matters relating to official Association business.
- 5.6 Any employee, at the employee's request, shall be permitted representation by an Association representative. The foregoing shall apply to reprimands and disciplinary actions, providing there is no unreasonable delay in obtaining representation.
- 5.7 Joint Association-Management meetings shall be held as often as agreed upon by the Association and the Board of Supervisors. The purpose of these meetings shall be to promote harmony and efficiency and to improve communications between employees and all levels of management. The meeting agenda shall be determined by those in attendance and there shall be no restrictions on the subject matter; provided that the meetings shall not substitute for normal grievance procedures or for formal negotiations between the parties. The meetings may be summarized in written minutes. Except that the provisions of this Section shall be observed, the meetings shall be self-organizing.
- 5.8 The County agrees to provide a quarterly list of the members of the bargaining unit to the President of the bargaining Unit.

#### **ARTICLE 6: Association Security**

- 6.1 The County shall deduct from their wages the regular membership dues, if any of employees who are members of the Association and who individually and voluntarily authorize such deductions in writing in accordance with the provisions of Section 1157.3 of the Government Code of the State of California.
- 6.2 Deductions shall be made each pay period and a check for the total monthly deductions shall be submitted to the Tehama County Management Employees' Association within five (5) working days after the end of each month.
- 6.3 The form of check-off authorization shall be approved by both the County and the Association.

#### **ARTICLE 7: Concerted Activities**

- 7.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and

responsibilities, or other interference with the operations of the County by the Association or by its officers, agents, or members during the term of this Memorandum of Understanding, including compliance with the request of other labor organizations to engage in such activity. Further, it is agreed and understood that the County shall not impose any lockout.

- 7.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Memorandum of Understanding, and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the County by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 7.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the County.

### **ARTICLE 8: Grievance Procedure**

8.1 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. Employees covered by the State of California merit system may use either this grievance procedure or the merit system appeal procedure, but not both.

#### **8.2 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. Such grievance shall be filed within thirty (30) calendar days of the date of the imposition of discipline.

#### **8.3 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, 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 of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

#### 8.4 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, 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 Step Two, the section of this Memorandum of Understanding alleged to be violated, and the specific remedy sought.

#### 8.5 Step Four

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

#### 8.6 Step Five

- a. If a grievance is not resolved at Step Four, Step Five shall be referral by the Association to arbitration. Step Five shall be taken within twenty (20) calendar days of the date of the answer in Step Four.
- b. An arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event that the County and Association are unable to agree on the selection of an arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the arbitrator. The County and Association each will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the arbitrator, and the arbitrator's compensation and expenses shall be borne equally by the County and Association. The County and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At Association's request and expense, except as set forth in Section 5.2, the County shall release from duty to participate in arbitration proceedings employees necessary to the adjudication process.
- c. The arbitrator shall hold such hearings and shall consider such evidence as to the arbitrator appears necessary and proper. The decision of the arbitrator shall be

final and binding on the County, Association and the aggrieved employee provided, however, that such decision shall not in any way add to, disregard or modify any of the provisions of this Memorandum of Understanding.

- 8.7 Failure by the grievant or the Association to meet any of the aforementioned time limits will result in forfeiture of the grievance; except, however, that the aforementioned time limits may be extended by mutual agreement. Failure by the County or its representative to meet any of the aforementioned time limits will allow the grievant or the Association, as applicable, to proceed to the next step of the established procedure.
- 8.8 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Memorandum of Understanding and further provided that the County shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given ten (10) calendar days to file a response.
- 8.9 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.
- 8.10 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 9: Safety**

- 9.1 The County desires to maintain a safe place of employment for County employees and to that end County management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.
- 9.2 Regular safety meetings will be held for the purpose of reviewing accidents and preventing their recurrence, eliminating hazardous conditions and familiarizing employees with safe work procedures and applicable State Safety Orders, and for training in first aid.

## **ARTICLE 10: Employee Status**

- 10.1 Employees will be designated as regular or probationary, depending upon their length of continuous service with the County.
- 10.2 Except for employees of the Social Services Department who are covered by the probationary rules of the Merit System Services of the State Personnel Board of the State of California, a regular employee is defined as an employee who has six (6) months or more seniority with the County.
- 10.3 A probationary employee is defined as an employee hired for a position that has been regularly established as an authorized position pursuant to the Board's position allocation resolution. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as the employee becomes eligible.
- 10.4 Upon satisfactory completion of the probationary period, an employee shall be given the status of a regular employee. Notwithstanding any other provision of this Article, an employee's probationary period shall be extended by the duration of any unpaid absence of ten (10) or more consecutive work days. A probationary period may also be extended at the discretion of the Department Head for a period not to exceed three months, for the purpose of enabling a more extensive review and evaluation of a probationary employee prior to the employee's attaining permanent status.
- 10.5 A regular part-time employee is entitled to all of the benefits of a regular full-time employee in a prorated amount which has the same ratio to a full-time employee's benefits as the regular part-time employee's work hours has to a regular employee's full-time work hours.
- 10.6 All promotional appointments will be probationary for six months. Whenever an employee's promotional appointment is terminated during the probationary period, the employee shall either be returned to the previous classification in which the probationary period was completed or to another classification which is mutually acceptable.

## **ARTICLE 11: Wages and Classifications**

### **11.1 Initial Salary Placement**

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

original anniversary date.

## 11.2 Salary Step Advancement

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

## 11.3 Placement Upon Promotion

When an employee is promoted to a higher paying classification, the employee shall be placed on the step of the new classification which is at least five percent (5%) higher than the employee's former pay rate, except, however, that no employee shall be placed in a new classification at a step higher than Step E, or for employees hired by the County on or before December 31, 1991, at a step higher than Step EL.

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

In months with three paychecks, one paycheck will have no fixed deductions taken, such as health premiums, deferred compensation, etc. In months with three paychecks, the applicable employees will not receive the uniform allowance as described in Article 19.5. Three paydays within a month should occur twice a year and according to the Tehama County payday schedule.

## 11.5 Working Out of Class

- a. When an employee is temporarily assigned for more than two (2) consecutive work weeks and for other than training purposes to work in a classification that is higher than the employee's regular classification, employee shall be paid at the rate established for the higher classification for all work in excess of two (2) weeks, or when the County determines that the assignment will last longer than two (2) weeks. For purposes of this Article, an employee shall be considered to be "temporarily assigned" to work in a classification or to perform the duties of a classification only if the employee is assigned by the County to perform at least fifty-one percent (51%) of the duties of the classification and there is an allocated position in that classification in the employee's department (whether filled or vacant).
- b. When an employee is temporarily assigned to work in a higher classification listed on Exhibit "A" which has a wage range overlapping the wage range of the

employee's regular classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned, which is next higher to the employee's present wage rate, but not more than the EL or E, as per Section 11.1 of the temporary classification. Notwithstanding the foregoing, however, no employee shall receive more than a fifteen percent (15%) pay rate increase above the employees regular pay rate while temporarily assigned to the duties of a higher paid classification listed on Exhibit "A".

- c. An employee temporarily assigned to perform the duties of a higher paid classification which is not listed in Exhibit "A", will receive a temporary salary increase of 15%, or 95% of the salary the most recent incumbent was receiving, whichever is less. An employee so assigned shall be considered to be "temporarily promoted for pay purposes only."
- d. Employees who are temporarily assigned to a higher-paying classification for training purposes for up to a cumulative total of twenty (20) working days per fiscal year shall not receive any additional compensation by reason of such temporary assignment. Training purposes as used herein shall not be solely for the purpose of production.
- e. During a period of time an employee is entitled to an out-of-class pay rate, only actual hours worked and holiday hours are to be compensated at the out-of-class pay rate.
- f. Out of class assignments must be authorized in advance and in writing by the employee's supervisor, using the County's form, in order for the employee to receive out-of-class compensation under this section. If the employee is assigned to perform the duties of the Department Head, the assignment must be authorized in advance by the Chief Administrator and subject to confirmation by the Board of Supervisors.
- g. When an employee is temporarily assigned to work in a classification lower than the employee's regular classification, the employee's rate of pay will not be reduced.
- h. No employee may work out of class for more than 960 hours in a vacant position.

11.6 Attached hereto and made a part hereof is Exhibit "A", Range Assignments and Exhibit "B", Schedule of Wage Rates effective August 1, 2021. The wages shown on Exhibit "B" represent an increase of five percent (5%) above the wages previously in effect.

11.7 Effective November 1, 2020 salaries on Exhibit B will be converted to hourly rates using the following method: monthly salary multiplied by twelve (12) to obtain annual rate, and then divided by 2080. Biweekly rates will be based on two regular 40 hour workweeks as defined in Article 12.2. Employees working alternate schedules under Article 12.2 will be paid accordingly. Classification Specifications, ranges, and hourly and biweekly rates will be incorporated into the Tehama County Master Salary Schedule document.

## **ARTICLE 12: Hours and Overtime**

- 12.1 Each employee shall report for work at the employee's regularly established headquarters and shall return thereto at the conclusion of the day's work, except as otherwise directed by the County.
- 12.2 Except as otherwise provided by the County, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday. 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, with an uncompensated meal break near the middle of the shift except as otherwise established by the County. The workweek for 9/80 schedule will begin on Friday at 12:01 PM and end on the following Friday 12:00 PM (noon), with (8) 9-hour days (eight nine-hour days), and (1) 8-hour day (one eight-hour day) in a two (2) week period.
- 12.3 Full-time employees shall be entitled to (1) 15-minute (one fifteen-minute) compensated rest break before the meal period and (1) 15-minute (one fifteen-minute) compensated rest break after the meal period. Part-time employees who work six (6) hours per day or less shall be entitled to (1) 15-minute (one fifteen-minute) rest break per day. Rest breaks shall be observed as determined by the employee's immediate supervisor. Missed rest breaks shall not accumulate nor be used to shorten the workday, nor lengthen the meal break. The basic workweek may begin on any day of the week or at any hour of the day during the workweek. The work schedule may be modified from time to time by the County as required by the needs of the service.
- 12.4 Except as otherwise provided by the County, overtime is defined as time worked in excess of forty (40) hours in a workweek, in accordance with Fair Labor Standards Act as implemented by the County. Overtime shall be computed to the next one-quarter (1/4) hour whenever any part of the quarter hour is worked.
- 12.5 Overtime compensation shall be paid at one and one-half (1.5) times the employee's regular rate of pay, or at the Department Head's option, the employee shall receive time off at the rate of one and one half (1.5) hours off for each overtime hour worked. Compensatory time off with pay shall be scheduled by the employee's supervisor. The maximum compensatory time off available for any employee at any time shall be limited to eighty (80) hours unless otherwise approved by the Board. All compensatory time in excess of eighty (80) hours shall be paid to the employee in the payroll ending December 15, 1992 and each year thereafter. 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.
- 12.6 Employees who are required to report for work on their non-workdays, or outside of their regular hours on workdays, shall be paid overtime compensation or be credited with compensatory time off for the actual time worked, but in no event for less than two (2) hours. If an employee who is called out for such work outside of the employee's regular hours on a workday continues to work into the employee's regular hours, the employee shall be paid overtime compensation or be credited with compensatory time off only for the actual overtime worked. If an employee performs overtime work immediately following

the end of the employee's regular shift, the employee shall be paid overtime compensation or be credited with compensatory time off only for the actual overtime worked. Employees who receive authorized phone calls outside of the employee's regular work hours or on their non-workdays shall be paid overtime compensation or be credited with compensatory time off only for actual overtime worked, equivalent to the duration of the phone call. It is the employee's responsibility to document and report all overtime worked, in the appropriate payroll period and as prescribed by the Department Head.

- 12.7 Overtime work shall be distributed as equitably as is practicable to those employees within the department who are qualified and who have volunteered for overtime work. Nothing contained herein, however, shall preclude the assignment of overtime work.
- 12.8 As indicated in Exhibit "A", certain positions deemed exempt are not eligible to receive compensation for overtime work. The provisions of Section 12.4 through 12.7 shall not apply to employees holding such positions.

### **ARTICLE 13: Promotion and Lateral Transfer**

- 13.1 A promotion is defined to be the movement of a regular employee from a current classification to a higher paying classification. Reclassification does not constitute a promotion under this section. Promotions within a department, as a result of fulfilling training, licensing, or experience requirements, will be in accordance with the MOU. All recruitments, promotional processes and transfers will be conducted in a manner that recognizes only a candidate's qualifications to perform the work prescribed in the job description.
- 13.2 A lateral transfer is defined as the movement of a regular employee in a classification to another position in the same classification or to a different classification with the same rate of compensation.
- 13.3 An employee in an initial probationary period with the County does not have the right to return to a job classification for which he/she has not successfully completed the probationary period (pursuant to Article 10, "Employee Status") and thus could not be promoted. After recruitment, a probationary employee can be appointed to a higher paying classification, but would not have return rights under Article 10 of this MOU.
- 13.4 A regular or probationary employee, without a break in service, shall retain his/her original hire date for computation of vacation accrual and total County seniority. It is not the intention of this section to change the probationary period as described under Article 10.
- 13.5 Following promotion, an employee's compensation will be at the rate provided for in the MOU and at the step of the classification which is at least 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. Following promotion the employee's pay anniversary date will change according to Article 15 ("Seniority") of this MOU.

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

#### **ARTICLE 14: Layoffs and Furloughs**

14.1 Whenever it becomes necessary for the County to layoff or reduce the work hours of regular employees, the County will give employees involved as much notice as possible, but in no event will such employees receive less than two (2) weeks' or fourteen (14) days' notice of layoff or furlough. The County is not required to provide probationary, temporary, or non-regular employees with advance notice of layoff.

#### 14.2 Layoffs

- a. Layoff of regular employees shall be in the inverse order of total County seniority, with the least senior employee being laid off first, as set forth herein. Non-regular employees will be laid off in the order as determined by the Department Head.
- b. After the County has identified those employee positions which are to be abolished or reduced in work hours, the employees occupying such positions will be notified of any options they may have as set forth herein.
- c. A "bumping right" is the right when an employee, when actually facing layoff, may displace an employee with less seniority as described in Section 14.2(d).
- d. Regular employees whose positions have been reduced or eliminated must elect one of the following within five (5) days of receipt of the notice:
  - 1) select a position in the department in a lower or lateral paid classification in which the employee previously had successfully completed the probationary period and which will be vacated by the least senior employee through the bumping process; or
  - 2) select a vacant position in the department in a lower or lateral paid classification provided the employee is fully qualified to perform the duties of the lower paid classification; or
  - 3) select a position in the department in a lower paid classification in which the employee is fully qualified to perform the duties, and which will be vacated by an employee with less total County seniority through the bumping process; or
  - 4) accept reduced work hours, if any exist in the current classification and department; or

- 5) elect to be laid off.
- e. Any employee who has been displaced by another more senior employee may be entitled to exercise the options set forth in Section 14.2(d) above.
- f. Whenever an employee has elected an option other than layoff as set forth in Section 14.2(d), the option may be implemented immediately as determined by the employee's Department Head in order to avoid a long delay in the layoff and displacement process.
- g. Regular employees who are actually laid off from County service will be given preference in filling future vacancies in the classification and department from which they are laid off for a period of up to two (2) years providing they keep the Department Head advised of their current address, and provided further, however, that a person declining appointment in the same classification and department will be removed from the re-employment list after two (2) refusals of reappointment.
- h. Regular employees who are actually laid off from County service and who are reappointed to County employment within two years shall have their seniority date and vacation accrual restored based on their pre-layoff date of hire and years of service at the time of layoff, adjusted for any modifications in MOU benefits, and will have their sick leave balance at the time of layoff restored. Employees reappointed to a classification other than the classification that they held prior to layoff shall serve a new probationary period. Employees reappointed to the same classification that they held prior to layoff will not be required to serve a new probationary period.
- i. Notwithstanding the provisions of this Article, the Board of Supervisors and the Association may agree to other procedures during the term of this Memorandum of Understanding where it is mutually determined that an alternative is in the best interest of both parties.

### 14.3 Furloughs

- a. The Board of Supervisors, in its sole discretion, may initiate and approve furlough leaves of absence when financial conditions make it in the best interests of the County to do so.
- b. A furlough leave of absence places an employee of this unit in a leave of absence/non-pay status for a limited and specific period of time.
- c. Employee furloughs are subject to the following limitations:
  - 1) No employee may be placed on a furlough leave of absence for more than ten (10) scheduled work days or shifts in a fiscal year.
  - 2) The County shall continue to pay its share of deferred compensation

contribution and health insurance premiums for employees placed on a furlough leave of absence.

- 3) Sick leave, vacation, and seniority shall continue to accrue as if the employee had worked regularly scheduled work days or shifts.
  - 4) Insofar as possible, employees in the same office or at the same worksite shall be furloughed in such a manner so that the number of furloughed days for each employee is approximately the same.
- d. Furlough leave of absence provisions do not apply to employees on workers compensation leave due to an industrial illness or injury.

## **ARTICLE 15: Seniority**

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

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

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

All paid time including vacation, sick leave, bereavement leave, compensatory time off, and catastrophic leave will be counted toward an employee's seniority accrual. State Disability Insurance benefits will be considered to be paid time when coordinated with paid leave accruals. Time spent in a non-paid status will not be counted towards an employee's seniority. When an employee takes unpaid leave, only the unpaid hours off work will remain uncounted toward seniority. Employees will be able to monitor their seniority accrual status by calling the Personnel Office.

- 15.2 Employees will be eligible to advance to the next pay step after having completed one year (see equivalents in Section 15.1, above) of satisfactory or better service at the previous step, as documented in the employee's annual performance evaluation (see Article 23, "Employee Evaluations").
- 15.3 An employee who voluntarily separates from the County and is reappointed within one (1) year of the date of termination to the same classification the employee held prior to the separation shall be reinstated to the salary range and step held prior to separation and will have seniority and benefits reinstated on the same basis set forth in Article 14

“Layoffs and Furloughs”. This Section does not grant any entitlement to such reappointment. An employee’s reappointment is subject to interview, successful completion of the interview process, and all other required terms and conditions of employment. Any such reappointed employee shall not be subject to probationary period.

## **ARTICLE 16: Sick Leave**

### **16.1 Leave Accruals and Caps**

- a. Sick leave with pay shall be accumulated for each regular and probationary employee at the rate of 3.7 hours per pay period. Regular part-time employees shall accumulate a prorated amount of sick leave which has the same ratio to the accumulation rate of the full-time employee as the part-time employee's work hours has to the work hours of full-time employees.
- b. Notwithstanding Section 16.1(a), employees with a sick leave balance greater than or equal to 500 hours on July 16, 1994, and thereafter shall not accrue additional sick leave. When the sick leave balance is reduced to less than 500 hours, the employee shall accrue sick leave up to 500 hours. The employee, as of July 16, 1994, and each payroll period thereafter, for sick leave that would have been credited to the employee per 16.1, 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. If an employee with a sick leave balance greater than 500 hours uses sick leave per Sections 16.2, 17.9, or 18.1 the employee's sick leave balance will be decreased by the hours utilized and any sick leave accrual will be handled per Section 16.2. 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 16.2 and usage of sick leave will decrease the sick leave balance.
- d. If an employee has a sick leave balance greater than 500 hours, the employee may request to convert up to 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.

- 16.2 Except as provided by Section 18.1, sick leave shall be allowed for a non-work related absence due to:
- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
  - b. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
  - c. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only:
    - 1) A spouse or registered domestic partner
    - 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
    - 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of 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.
    - 4) A grandparent, step-grandparent, or great grandparent
    - 5) A grandchild
    - 6) A sibling
- 16.3 Where management believes an employee is abusing sick leave, the Board of Supervisors and/or the Department Head may require satisfactory evidence of sickness or disability before payment for sick leave will be made. The Board of Supervisors and/or the Department Head may also require an employee requesting to return to work after sick leave or leave of absence for medical reasons to submit to a medical examination by a physician or physicians approved by County for the purpose of determining that such employee is physically fit and able to perform the duties of the employee's former position without hazard to the employee or to the employee's fellow workers or to the employee's own permanent health.
- 16.4 Employees who are entitled to both State Disability Insurance and sick leave which when added to the State Disability Insurance payments will total full pay for the employee. The

employee shall not be entitled to receive both State Disability Insurance and full sick leave pay for the same time period.

- 16.5 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.
- 16.6 Employees shall be eligible for a thirty (30) day paid leave when an employee in a permanent position has exhausted all available sick leave, vacation, and compensatory time off, as follows:
- a. The Department Head shall notify the Board of Supervisors when the use of the special disability leave by an employee seems imminent.
  - b. The special disability leave may not be used by the same employee at intervals of less than two (2) years between the date of return to service and the date of the use of subsequent disability leave.
  - c. The special disability leave shall consist of thirty (30) working days.
  - d. An employee must have five (5) years of County service to be eligible for this special disability leave and must have had a balance of 150 hours of sick leave, at some point, two years prior to the onset of this disability leave.
  - e. The County shall continue to pay its contribution toward the Health Plan, as per Section 25.2, during the thirty (30) days of the special disability leave.
- 16.7 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 per cent (50%) of the value of the sick leave remaining, if any.
  - b. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance.
  - c. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).
- 16.8 An employee who is reinstated to County service pursuant to the conditions set forth in Article 14.2 (reinstatement from layoff) or Article 15.4 (reinstatement within one year of

separation) shall be considered to have been continuously employed by the County for purposes of this section.

## **ARTICLE 17: Leaves**

### **17.1 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.

### **17.2 Leaves Granted By Department Heads**

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

### **17.3 Reasonable Accommodation Leave**

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

### **17.4 Jury Duty**

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

### **17.5 Witness Duty**

A regular or probationary employee who is unable to perform the employee's regular duties as a result of a subpoena as a nonparty witness in a court proceeding will be paid for time lost at the employee's regular rate of pay, providing the employee has either waived or remitted to the County the fee for service as a witness, and provided further that the employee has notified his immediate supervisor immediately after receipt of the subpoena of the employee's decision to either waive the witness fee and receive wages or receive the witness fee and forego wages.

## 17.6 Management Leave

Full-time employees shall have five (5) paid management leave days (40 hours) added to a Management Time Off (MTO) bank in the first full period commencing on or after each July 1st. Part-time employees shall be granted a prorated amount which has the same ratio to forty hours as the employee's regularly scheduled work hours has to full-time work hours. At the time of an appointment to a management position, the employee shall be granted a prorated amount of paid management leave for the balance of that fiscal year. This time shall be used within the fiscal year or the employee will lose the compensation. MTO is not considered vested, and the employee shall receive no compensation for unused MTO upon separation or retirement.

## 17.7 Parental Leave

- a. Each County employee with at least one (1) 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 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 County will pay up to one (1) week for a full-time employee and prorated for part-time employees, of parental leave for the first full week the employee is out of work due to the birth of a child or adoption.
- b. The maximum paid Parental Leave for a full-time regular employee shall be up to five (5) consecutive working days not to exceed forty eight (48) hours in one week.
- c. Parental Leave is separate and distinct from the use of sick leave for pregnancy, since it is not based upon a disability. Parental Leave is available to be scheduled during the waiting period before the employee receives State Disability Benefits or Paid Family Leave.
- d. Use of Parental Leave will run concurrently with all state and federal leaves, as well as run concurrently with any other approved leaves of absence.

## 17.8 Bereavement Leave

- a. The County will pay an employee for up to 24 working hours of paid leave per occurrence for bereavement of an immediate family member. In addition, regular and probationary employees who are absent from work due to the death of a member of the employee's "immediate family" may receive compensation from accumulated sick leave benefits, if any, at the regular rate of pay for the time necessary to be absent from work, but not to exceed forty-eight (48) working hours per occurrence. Employees having insufficient sick leave balances, who have a need for bereavement leave, will be granted a leave of absence without pay, not to exceed forty-eight (48) working hours. Employees, at their option may use

available vacation or compensatory time off in lieu of leave without pay with management approval.

- b. 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 person that resided with the employee at the time of death.
- c. Employees requesting Bereavement Leave will notify their supervisor in a manner consistent with the procedures for sick leave usage.

#### 17.9 Catastrophic Leave

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

17.10 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.

17.11 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.

#### 17.12 Health Insurance Continuation

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

An employee with five (5) or more years of continuous regular County service who is on a leave of absence beyond any statutory leaves may maintain the County's group health

insurance coverage for a total of three (3) months on the normal premium cost-sharing basis.

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

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

#### **ARTICLE 18: Industrial Injury or Illness**

- 18.1 Whenever an employee is absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, such employee may elect to utilize State Disability Insurance, accumulated sick leave, compensatory time off for overtime work, and accumulated vacation credits to supplement the employee's temporary disability indemnity payments, up to a maximum of full salary. Following exhaustion of accumulated sick leave credits, the employee shall use any compensatory time off credits prior to utilizing accumulated vacation credits for the purpose of supplementing temporary disability indemnity payments. During the time an employee is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance, accumulated sick leave, vacation, or compensatory time off, the employee shall continue to accumulate additional vacation and sick leave credit, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. The County Auditor is authorized to retain vacation balances which exceed the recognized limit for employees unable to utilize vacation time due to a work related disability. Following exhaustion of all accumulated paid time off benefits, an employee's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.
- 18.2 An employee who is absent by reason of industrial disability may be returned to work by the County and given temporary light duties within the employee's ability to perform, with the consent of the employee's physician. The duration of any such period of temporary work shall be determined by County. Such employee shall be compensated at the then-current rate of pay of the employee's regular classification while engaged in such temporary duties. The County may require an employee requesting to return to work after an absence caused by disability or illness to submit to a medical examination by a physician or physicians approved by County for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the employee's position without hazard to the employee, or to the employee's fellow workers, or to the employee's own permanent health.
- 18.3 Nothing herein shall be construed nor applied in a way which is inconsistent with any

employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Employees opting to coordinate paid time off with industrial injury payments shall use sick leave prior to using compensatory time off, vacation, or any other form of County paid time. 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 treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until the employee has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

## **ARTICLE 19: Expenses**

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

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

### 19.3 Cell Phone Allowance

As the duties of certain employees require the use of a cellular telephone in the course of County business, the County may elect to provide those employees a cellular phone allowance up to a maximum of sixty dollars (\$60) a month to cover all costs of such cell phone, related equipment, and service. The cellular telephone allowance is not considered part of salary and is therefore not included in the Public Employees' Retirement System calculations. The department head will make the final determination, in his/her sole discretion, of those employees whose duties require the use of a cell phone in the course of County business, and the amount of such allowance, up to the \$60 maximum. The department head further has the discretion to determine if an employee should be provided the cell phone allowance or issued a county cell phone. Employees provided a cell phone allowance will be required to obtain and maintain a cell phone and make that cell phone available for use on County business at all times, and will be responsible for purchases, billing and any other upgrades on all cell phones.

### 19.4 Safety Shoes

Where the County requires that safety shoes appropriate to the classification be worn by employees as a condition of employment, as recommended by the Department Head, the County shall reimburse up to a maximum of \$300 (three hundred dollars) every two (2) years upon presentation of proof of purchase or repair by the employee.

## 19.5 Uniforms

Each employee who is required to wear or maintain a uniform as a condition of employment and who is in a pay status for half or more of the regular work hours of a bi-weekly pay period shall receive a uniform allowance of twenty-five dollars (\$25.00), payable on the employee's regular paycheck. Upon initial employment, the employee shall be advanced three hundred dollars (\$300.00), which represents the uniform allowance for the first twelve pay periods of employment.

## ARTICLE 20: Holidays

20.1 Effective January 1, 1990, regular and probationary employees except as otherwise provided herein, shall be entitled to have the following holidays off with pay:

- a. January 1st
- b. The third Monday in January known as Dr. Martin Luther King, Jr.'s birthday
- c. February 12th, known as "Lincoln Day"
- d. The third Monday in February
- e. The last Monday in May
- f. July 4th
- g. First Monday in September
- h. Second Monday in October, known as "Columbus Day"
- i. November 11th, known as "Veterans Day"
- j. Thanksgiving
- k. Friday after Thanksgiving
- l. December 25th
- m. The last workday before Christmas or the last workday before New Year's as determined by the County
- n. Full-time employees shall have one (1) personal holiday (8 hours) added to their vacation balance in the first full pay period commencing on or after each July 1. Part-time employees shall be granted a prorated amount which has the same ratio to eight as the employee's regularly scheduled work hours has to full-time work hours. If the accrual of the personal holiday hours would otherwise result in an employee's exceeding the 310 or 350-hour vacation accrual cap, the eight (8)

hours will be applied in full, and the employee shall have sixty (60) calendar days in which to reduce her/his accrual total below 310 or 350 hours as applicable. 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. After the 60-day period all hours in excess of 310 or 350, if any, will be deleted from the employee's vacation balance.

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

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

## **ARTICLE 21: Vacations**

- 21.1 Except as provided for in Section 21.7, regular and probationary full-time employees of the County shall accrue vacations with pay as follows. Regular part-time employees shall accrue vacations in a prorated amount which has the same ratio to the amount accrued by full-time employees as the part-time employee's work hours have to the full-time employee's work hours:
  - a. From the employee's first date of County employment through the fourth (4th) year of County employment, 3.70 hours per pay period
  - b. From the first day of the employee's fifth (5th) year of County employment through the beginning of the employee's tenth (10th) year of County employment, 5.54 hours per pay period.
  - c. From the first day of the employee's eleventh (11th) year of County employment through the beginning of the employee's nineteenth (19th) year of County employment, 6.47 hours per pay period.

- d. From the first day of the employee's twentieth (20th) year of County employment and thereafter, 7.70 hours per pay period.

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

21.3 Vacations will be scheduled throughout the calendar year, as approved by Department Heads or the Board of Supervisors. Department Heads or the Board of Supervisors should work with employees who may lose vacation accruals due to Section 21.7, including notification to employee by April 1 each year. Employees with greater seniority will be given preference over those with less seniority in the selection of a vacation period, provided, however, that if the senior employee splits the employee's vacation by requesting less than a full year's allowance to be scheduled on consecutive workdays, the employee's preferential rights shall only apply on one period in that calendar year prior to all other employees being given consideration in the selection of their first choice vacation period.

21.4 Probationary employees may use accrued vacation hours from the date of employment.

21.5 The County shall not require an employee to take his vacation in lieu of sick leave.

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

21.7 Except as provided for in Section 18.1, the maximum vacation accrual shall be three hundred ten (310) hours through the employee's nineteenth (19th) year of County employment. From the first day of the employee's twentieth (20th) year and thereafter, the employee's maximum vacation accrual shall be three hundred and fifty (350) hours.

Employees with a vacation balance greater than or equal to 310 or 350 hours, as applicable, shall not accrue additional vacation. When the vacation balance is reduced to less than 310 or 350 hours, as applicable, the employee will accrue vacation up to the applicable limit set forth in this section. Per this section, vacation that may have been credited to the employee per Section 21.1(a), (b), (c), (d) and (e); and Section 20.1(n) shall not be credited to the employee if the employee has a vacation balance greater than or equal to 310 or 350 hours, as applicable.

21.8 Employees whose employment with the County is terminated for any reason shall, at the time of termination, receive compensation for any unused vacation period previously earned.

21.9 Pay in Lieu of Vacation

- a. After an employee has completed five (5) years of service, the Board of Supervisors may, in its discretion and at the employee's request through the Department Head, compensate the employee for up to sixty (60) hours of accumulated vacation time, once per calendar year, in lieu of vacation time off with

pay.

- b. Any employee who has completed five (5) years of County service may elect to pre-designate an irrevocable cash-out of up to sixty (60) hours of vacation for the upcoming calendar year. Requests under this section must be made prior to the end of the calendar year before the cash out will be made (for example, requests for the 2016 calendar year will be made before December 31, 2015).

Such requests will be subject to the following:

- 1) Any employee utilizing this provision will be required to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the vacation hours to be cashed out are earned. Cash-outs for hours accrued in prior years are not allowed
- 2) An employee who 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 sixty (60) hours of vacation in the calendar year of the cash-out. Employees may only request one cash-out of the designated hours per calendar year.
- 3) For employees who have pre-designated cash-out amounts and who have not requested the cash out by December 1st of that calendar year, payroll will automatically cash out the pre-designated amount (or maximum available amount) by the last paycheck of the calendar year.
- 4) Payroll will complete the cash out provided that the requested cash out amount has accrued and is consistent with the amount the employee pre-designated. If the full amount of hours designated for cash out is not available at the time of the cash out request, the maximum available will be paid.
- 5) Employees who elect not to pre-designate a cash out by the deadline (December 31st of the prior calendar year) will be deemed to have waived their right and will not be eligible to cash out any vacation leave in the current calendar year.

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

21.11 An employee retiring under Public Employees' Retirement System or Social Security with a combined vacation and compensatory time off balance value of less than two thousand dollars (\$2,000.00) shall receive a lump sum payment of those balances. An employee retiring under Public Employees' Retirement System or Social Security with a combined vacation and compensatory time off balance value of more than two thousand dollars

(\$2,000.00) shall receive a lump sum payment of those balances, unless the Auditor's office is authorized by the employee to make payments of two thousand dollars (\$2,000.00) per month until the employee's vacation and compensatory time off balances are exhausted. Payments made under this section must be authorized prior to the employee's last pay status day and are separate from and in addition to, sick leave payoff payments. (Moved from "Miscellaneous")

## **ARTICLE 22: Modernization and Classification Study**

- 22.1 Each calendar year, the County agrees to review up to two (2) classifications that TCMEA (the Association) requests to be studied and that are submitted to the County's Personnel Department no later than February 15.
- 22.2 The classifications requested for study will meet one or more of the following criteria as determined by TCMEA. The County will not be required to provide data to determine which classifications meet the criteria.
- a. range or salary compaction
  - b. difficulty recruiting
  - c. difficulty retaining
  - d. internal misalignment with classification(s) within the County
  - e. external misalignment with classification(s) with similar responsibilities or duties in three comparable counties (The selection of Counties for the study shall be made from Butte, Glenn, Shasta, Siskiyou, and Yuba Counties, with the County and the Union each selecting to eliminate one.)
- 22.3 The County will conduct the review and provide the results to the affected departments and the Association. At a minimum, the report will include:
- a. an examination of minimum qualifications
  - b. actual work being done in comparison to job description
  - c. salary and benefits in comparable counties
  - d. essential job functions
  - e. surveys completed by employees currently holding the position
- 22.4 The County agrees to notify the Association by October 1 whether its review will result in any recommended revisions, unless otherwise agreed. The County shall meet and confer with the Association regarding any changes, upon request from the Association.

- 22.5 Salary inequity adjustments, if any, shall be in addition to any unit wide salary increases and will be effective on January 1 of the upcoming calendar year.
- 22.6 If the salary of a Joint Council classification is increased due to a Modernization and Classification study, and it results in compaction on the supervisor's salary (in the Management Association), the County agrees to meet and confer regarding the impact of the compaction.
- 22.7 Notwithstanding the above policy, the County reserves the right to review additional classifications on its own accord when it deems necessary.

**ARTICLE 23: Employee Evaluations**

- 23.1 Each employee shall be evaluated in writing by his supervisor at least once each year or more often as determined to be necessary. The supervisor shall discuss the evaluation with the employee and shall provide the employee a copy of the written evaluation. The employee shall have the right to attach a written response to the evaluation, but shall not have the right to file a grievance except as otherwise provided in this Memorandum of Understanding.
- 23.2 Probationary employees shall be evaluated at least twice or more frequently, as determined by the employee's supervisor, prior to attaining regular status.

**ARTICLE 24: Employee Discipline**

- 24.1 During the probationary period, any employee shall be subject to disciplinary action, including termination and shall not have the right to a hearing nor the right to file a grievance with respect thereto. Upon completion of the probationary period employees shall be subject to disciplinary action only for cause as prescribed herein.
- 24.2 The County has the right to take appropriate disciplinary action against regular status employees including, but not limited to, oral or written reprimand, suspension with or without pay, retention on the same step of the salary schedule, transfer, demotion and discharge.
- 24.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming regular, unless such cause was concealed or not disclosed by such employee when it can be reasonably assumed that the employee should have disclosed the facts to the County. Causes for disciplinary action include, but are not limited to, the following:
  - a. Conviction of any criminal act amounting to a felony which affects employment;
  - b. Falsification of information contained in the application for employment or regarding any condition of employment;
  - c. Theft, dishonesty or misappropriation of County property or property of others for personal gain;

- d. Insubordinate acts including but not limited to:
  - 1) Refusal to follow a reasonable order,
  - 2) Refusal to perform the job as required,
  - 3) The use of foul or abusive language toward supervisors or fellow employees,
  - 4) Incompetence or inefficiency in work performance;
- e. Introducing, possessing or using narcotics, alcoholic beverages, or illegal drugs on county property or reporting to work under the influence of such drugs, narcotics or alcohol;
- f. Reporting to work under the influence of any chemical substance which impairs an employee's ability to perform the employee's duties;
- g. Willful neglect of duty resulting in poor performance on the job which reflects adversely upon the County and its employees;
- h. Violations of rules and regulations, including new rules or regulations made known to employees;
- i. Absence without leave or excessive absence and/or tardiness without prior approval of the supervisor and notification to the supervisor within thirty minutes of the start of the employee's work day or as soon as possible thereafter on the day of absence or tardiness;
- j. Excessive incoming or outgoing personal telephone calls;
- k. Selling and/or soliciting by employees on County premises without prior approval of the supervisor;
- l. Harassing or interfering with another employee's performance of duties;
- m. Requesting sick leave or workers' compensation benefits when not ill nor injured nor entitled to such benefits.

24.4 Prior to the imposition of discipline of a regular status employee other than an oral or written reprimand or a suspension of five (5) or fewer days, the County shall serve personally on the employee or mail to the employee's last known address by registered mail a Notice of Proposed Disciplinary Action containing the specific charges in writing, stating the cause for the disciplinary action, the proposed type of discipline, as well as copies of any documents or evidence proposed to be used against the employee. The notice shall indicate the effective date of the disciplinary action and shall contain a

statement of the rights to a hearing on such charges, and the right of representation. Without consent of the employee such hearing shall not be held less than five (5) calendar days after service of the notice on the employee. Failure of the employee to file a request for hearing within five (5) calendar days of service of the notice shall constitute a waiver of the employee's right to a hearing. In the event that the employee does so appeal, the Department Head shall hear the appeal and shall notify the employee in writing of the disposition of the appeal.

- 24.5 No derogatory material shall be placed in an employee's personnel file without the employee's knowledge. Any employee, at the employee's request, shall be permitted to review the employee's own personnel file. The file may not, however, be removed from the County office.

## **ARTICLE 25: Employee Benefit Programs**

### **25.1 Retirement Plan**

All regular and probationary employees are covered by the State of California Public Employees' Retirement System program, integrated with Social Security, pursuant to an existing contract with the California Public Employees' Retirement System (CalPERS).

The CalPERS Retirement Plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548 for both "Classic" and "New" employees as defined by PEPRA.

a. "Classic" Employees

The defined benefit retirement formula for "classic" employees, as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance, is 2% @ 55.

On and after May 1, 2013, Classic employees shall have a required CalPERS member contribution of seven percent (7%) of salary subject to the CalPERS contributions, on a pre-tax basis. The County will not pay any part of the required member contribution on behalf of the employee.

b. "New" Employees

The defined benefit retirement formula for "new" employees, as defined in PEPRA and CalPERS guidance, is 2% @ 62.

On and after May 1, 2013, in accordance with Government Code section 7522.30, "new employees" shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his/her defined benefit plan, as determined annually by CalPERS. In addition, the parties agree that pursuant to Government Code section 20516, subdivision (f), in the event that the required member contribution for "new employees" hereunder is less than seven percent

(7%) of salary subject to the CalPERS contributions, "new employees" shall pay a portion of the CalPERS employer contribution equal to the difference between the required employee contribution and seven percent (7%). It is the intent of this Section that "new employees" pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to seven percent (7%) of salary subject to the CalPERS contributions, whichever is greater. The County will not pay any portion of this contribution on behalf of the employee.

## 25.2 Group Insurance

- a. All regular employees and all probationary employees are eligible to participate in a group insurance benefit program effective the first day of the month following one (1) full month of employment. Effective July 1, 2000, the County shall contribute an amount equal to 80% of the average premium cost of the County-sponsored group insurance plans (based on the adopted rate structure(s)) per month towards each full-time employee's County-sponsored health plan premium. Employees who work less than full-time will be responsible to pay a pro-rated premium which will be calculated using the same ratio as the part-time employee's work hours have to the full-time employee's work hours. Any remaining cost shall be paid by the employee by automatic payroll withholding. Under no circumstances will the County pay more than the actual cost of the coverage selected.
- b. Any employee with a minimum of five (5) or more years of County service who goes directly from active employment to retirement under the Public Employees' Retirement System may, at the employee's option and expense, continue the employee's insurance program provided the employee pays the cost of the benefit program.
- c. The County may at its discretion change insurance carriers, claims administrators or the benefit structure of the employees' insurance programs, providing the benefits and the premiums remain substantially the same as the previous benefits and premiums. The Association waives any and all claims to current insurance reserve funds and accepts the County's right to utilize such insurance reserve funds as the County determines.
- d. The County agrees to provide life insurance in the amount of \$30,000 (thirty thousand dollars) for those employees who participate in the County's group health insurance package.

## 25.3 Section 125 Benefit Program

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

#### 25.4 Employee Assistance Program (EAP)

- a. The County will make an Employee Assistance Program (EAP) available to all regular employees. The EAP will provide personal counseling on legal services and personal and work related issues for employees and/or members of their immediate families.
- b. It is understood that the County intends to provide the service through an independent contractor. The County may from time-to-time in its sole discretion change from one contractor to another.

#### 25.5 Flexible Spending Account (FSA)

The County will allow employees to establish employee-funded Flexible Spending Accounts, which currently provide employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

#### 25.6 Deferred Compensation

Effective November 1, 2018, for each bargaining unit employee who contributes to an Internal Revenue Code Section 457 Deferred Compensation plan sponsored by the County, the County will contribute a matching deposit of up to \$100 (one hundred dollars) per month to that plan on behalf of the employee.

### **ARTICLE 26: Savings Provision**

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

### **ARTICLE 27: Effect of Memorandum of Understanding**

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

### **ARTICLE 28: Emergency Provision**

The County retains its right to amend, modify, or rescind Minute Orders, Resolutions, Ordinances, policies, regulations and the provisions of this Memorandum of Understanding in cases of emergency. For the purposes of this Article, an "emergency" is defined as an act of God, war, natural or manmade disaster.

## **ARTICLE 29: Entire Agreement**

- 29.1 Except as specifically provided in Article 31 (Term), during the term of this Memorandum of Understanding, the Association expressly waives and relinquishes the right to meet and negotiate on wages, hours of employment, and terms and conditions of employment, and agrees that the County shall not be obligated to meet and negotiate 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 or the Association 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 shall not be construed as waiving Association rights pursuant to California Government Code 3500, et seq., on subjects not covered in this Memorandum of Understanding on which the County proposes to make modifications. Notwithstanding the foregoing, however, either party may, at any time by giving written notice to the other, reopen negotiations on the subject of changing the employees' group insurance benefit program, insurance carrier, claims administrator and/or benefit structure. The foregoing does not prohibit a mutual waiver by both parties should they agree to meet and confer on any subject during the term of this Memorandum of Understanding.
- 29.2 Should the financial condition of the County significantly improve, the County and the Association may agree to reopen negotiations on the subject of salaries and wages.

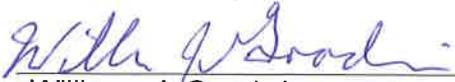
## **ARTICLE 30: Term**

- 30.1 Except as otherwise provided herein, this Memorandum of Understanding shall take effect on the first day of January 2020, and shall remain in full force and effect through the first day of July 2022. Thereafter, the parties' rights and obligations shall be governed by the applicable provisions of the Meyers-Milias-Brown Act. Notwithstanding the foregoing, this Memorandum of Understanding shall only become effective with approval of the Board of Supervisors of Tehama County.
- 30.2 Whenever notice is given for changes, the general nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 30.3 This Memorandum of Understanding shall not be amended or supplemented except by agreement of the parties hereto, reduced to writing and duly signed by each.
- 30.4 The County and the Association agree to begin the meet and confer process for a successor MOU no later than May 1, 2022.

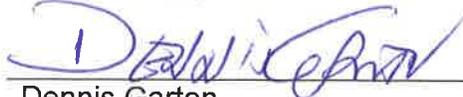
## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this agreement this Memorandum of Understanding this 27<sup>th</sup> day of July, 2021:

**For the County:**

  
\_\_\_\_\_  
Williams J. Goodwin  
Chief Administrator

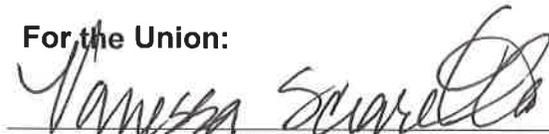
**APPROVED:**

  
\_\_\_\_\_  
Dennis Garton  
Chairman, Board of Supervisors

**APPROVED AS TO FORM:**

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

**For the Union:**

  
\_\_\_\_\_  
Vanessa Sciaretta

  
\_\_\_\_\_  
Jessica Riske-Gomez

  
\_\_\_\_\_  
Tom Moss

**E-Contract Review**  
**Approval as to Form**

Department Name: Personnel

Vendor Name: Tehama County Management Employees' Association.

Contract Description: Agreement with Management Employees' Association.

APPROVED AS TO FORM:



Date: 07/16/2021

Office of the Tehama County Counsel  
Richard Stout, County Counsel

**EXHIBIT A**  
**MANAGEMENT AGREEMENT**  
**JANUARY 1, 2020 – JULY 1, 2022**

<b>CLASSIFICATION TITLE</b>	<b>Exempt</b>	<b>Salary Range</b>
ADMINISTRATIVE ANALYST	X	76
ADMINISTRATIVE FISCAL MANAGER	X	76
ADMINISTRATIVE SECRETARY I (CONFIDENTIAL)		48
ADMINISTRATIVE SECRETARY II (CONFIDENTIAL)		52
ADMINISTRATIVE SECRETARY III (CONFIDENTIAL)		56
ANIMAL CARE CENTER MANAGER	X	71
ASSESSMENT ROLL MANAGER	X	68
ASSISTANT AGRICULTURAL COMMISSIONER/Sealer of W&Ms	X	84
ASSISTANT ASSESSOR	X	83
ASSISTANT AUDITOR-CONTROLLER	X	84
ASSISTANT CLERK OF THE BOARD	X	59
ASSISTANT DIRECTOR PUBLIC WORKS (Effective 6/30/17)	X	91
ASSISTANT DISTRICT ATTORNEY	X	92
ASSISTANT RECORDER	X	66
ASSISTANT REGISTRAR OF VOTERS	X	66
ASSISTANT TREASURER/TAX COLLECTOR	X	81
CHIEF BUILDING INSPECTOR		72
CHIEF DEPUTY DIRECTOR OF SOCIAL SERVICES	X	90
CHIEF PUBLIC GUARDIAN / PUBLIC ADMINISTRATOR	X	78
CHILD SUPPORT PROGRAM MANAGER (Merit Systems)	X	78
CLINIC DIRECTOR	X	80
COMMUNITY ACTION AGENCY/PUBLIC AUTHORITY PROGRAM MANAGER	X	78
COMMUNITY SERVICES COORDINATOR		65
COMPLIANCE OFFICER	X	83
COUNTY SURVEYOR	X	84
DEPUTY DIRECTOR OF SOCIAL SERVICES, FISCAL	X	84
DEPUTY DIRECTOR OF SOCIAL SERVICES, OPERATIONS	X	84
DRUG AND ALCOHOL DIRECTOR	X	80
FACILITIES MAINTENANCE AND IMPROVEMENT DIRECTOR	X	73
FINANCE MANAGER	X	78
FLOOD CONTROL/WATER RESOURCES MANAGER	X	76
INFORMATION SYSTEMS MANAGER	X	86
LEGAL SECRETARY I (CONFIDENTIAL)		49
LEGAL SECRETARY II (CONFIDENTIAL)		53
MENTAL HEALTH ASSISTANT DIRECTOR	X	92
MENTAL HEALTH DIRECTOR	X	95

## EXHIBIT A

### MANAGEMENT AGREEMENT OCTOBER 1, 2018 – DECEMBER 31, 2019

CLASSIFICATION TITLE	Exempt	Salary Range
OFFICE MANAGER I	X	60
OFFICE MANAGER II	X	64
OFFICE MANAGER III	X	68
OPERATIONS SUPERINTENDENT	X	76
PERSONNEL ANALYST I		68
PERSONNEL ANALYST II		71
PERSONNEL ASSISTANT (Merit Systems)		68
PERSONNEL TECHNICIAN		56
PROBATION PROGRAM ANALYST	X	74
PROGRAM MANAGER (Merit Systems)	X	78
PUBLIC HEALTH DIRECTOR	X	86
STAFF ANALYST I		68
STAFF ANALYST II		71
STAFF SERVICES MANAGER II (Merit Systems)	X	84
SUBSTANCE USE RECOVERY DIRECTOR	X	92
SUPERVISING STAFF SERVICES ANALYST (Merit Systems)		71
TRANSIT MANAGER	X	76
TRANSPORTATION MANAGER	X	80
VETERANS SERVICE OFFICER	X	72
VICTIM WITNESS COORDINATOR	X	73

X Position has been designated as being exempt from the overtime requirements of the FLSA and Article 12 of this MOU.

**EXHIBIT B****TEHAMA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION  
SCHEDULE OF HOURLY WAGE RATES  
EFFECTIVE AUGUST 1, 2021**

<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>
<b>48</b>	16.12	16.92	17.76	18.70	19.62	20.62
<b>49</b>	16.53	17.35	18.23	19.15	20.12	21.16
<b>50</b>	16.93	17.80	18.70	19.64	20.63	21.68
<b>51</b>	17.35	18.23	19.13	20.12	21.14	22.22
<b>52</b>	17.80	18.70	19.64	20.63	21.68	22.76
<b>53</b>	18.23	19.15	20.12	21.16	22.22	23.33
<b>54</b>	18.70	19.64	20.63	21.68	22.76	23.90
<b>55</b>	19.15	20.12	21.16	22.22	23.34	24.52
<b>56</b>	19.64	20.63	21.68	22.76	23.90	25.12
<b>57</b>	20.12	21.14	22.22	23.33	24.52	25.75
<b>58</b>	20.63	21.68	22.76	23.90	25.12	26.41
<b>59</b>	21.16	22.23	23.34	24.52	25.75	27.07
<b>60</b>	21.68	22.76	23.90	25.14	26.41	27.74
<b>61</b>	22.22	23.33	24.52	25.75	27.07	28.44
<b>62</b>	22.76	23.90	25.12	26.41	27.74	29.15
<b>63</b>	23.33	24.52	25.75	27.07	28.44	29.86
<b>64</b>	23.90	25.12	26.40	27.72	29.14	30.61
<b>65</b>	24.52	25.75	27.07	28.42	29.86	31.37
<b>66</b>	25.14	26.41	27.74	29.15	30.62	32.16
<b>67</b>	25.75	27.07	28.44	29.87	31.37	32.98
<b>68</b>	26.41	27.74	29.14	30.61	32.16	33.78
<b>69</b>	27.07	28.44	29.86	31.37	32.98	34.65
<b>70</b>	27.74	29.15	30.62	32.16	33.80	35.51
<b>71</b>	28.44	29.86	31.37	32.98	34.65	36.38
<b>72</b>	29.14	30.61	32.16	33.78	35.50	37.29
<b>73</b>	29.86	31.37	32.98	34.65	36.39	38.23
<b>74</b>	30.61	32.16	33.78	35.50	37.29	39.18
<b>75</b>	31.37	32.98	34.65	36.39	38.23	40.15
<b>76</b>	32.16	33.78	35.50	37.29	39.18	41.16
<b>77</b>	32.97	34.64	36.38	38.23	40.14	42.20
<b>78</b>	33.78	35.50	37.29	39.18	41.16	43.24
<b>79</b>	34.65	36.39	38.23	40.15	42.20	44.32

<b>80</b>	35.50	37.29	39.18	41.16	43.25	45.45
<b>81</b>	36.38	38.23	40.14	42.19	44.31	46.57
<b>82</b>	37.29	39.18	41.16	43.25	45.44	47.75
<b>83</b>	38.23	40.15	42.20	44.32	46.57	48.93
<b>84</b>	39.18	41.16	43.25	45.44	47.75	50.16
<b>85</b>	40.15	42.20	44.32	46.57	48.93	51.42
<b>86</b>	41.17	43.25	45.45	47.75	50.16	52.70
<b>87</b>	42.20	44.32	46.57	48.92	51.41	54.01
<b>88</b>	43.25	45.44	47.75	50.16	52.69	55.36
<b>89</b>	44.32	46.57	48.93	51.42	54.02	56.75
<b>90</b>	45.45	47.75	50.16	52.69	55.36	58.16
<b>91</b>	46.57	48.93	51.42	54.01	56.75	59.62
<b>92</b>	47.75	50.15	52.68	55.36	58.14	61.10
<b>95</b>	51.41	54.01	56.74	59.62	62.63	65.79



