

**MEMORANDUM OF UNDERSTANDING  
ALPINE COUNTY EMPLOYEES' ASSOCIATION  
Miscellaneous Bargaining Unit  
July 1, 2022- June 30, 2023**

PREAMBLE

This agreement is made and entered into this August 16, 2022, by and between the Alpine County Board of Supervisors, hereinafter called "The County", and Operating Engineers' Local Union No. 3, AFL-CIO, hereinafter called "The Union", pursuant to Government Code Section 3500-3510.

SECTION 1. PURPOSE OF AGREEMENT

1.1 Intent.

It is the intent and purpose of the parties hereto that this agreement constitutes an implementation of the provisions of Meyers-Milias-Brown-Act (MMBA) and provides for orderly and constructive employment relations in the public interest, in the interest of the County of Alpine, and the interest of the employees represented by Operating Engineers' Local Union No. 3.

1.2 Recognition.

This agreement recognizes one certified bargaining unit, each provision of this agreement applies to the Alpine County Miscellaneous Bargaining Unit unless specified otherwise within this agreement.

1.3 References.

The following references are incorporated herein as part of this Agreement:

- Position Classification List (Alpine County Resolution 2006-55 and any amendments thereto)
- California Administrative Code, Title 2., Division 5. Local Agency Personnel Standards (Merit Systems).

Copies of said documents may be obtained from the Alpine County Administration Office upon request.

1.4 Term.

Except as otherwise provided herein, this Agreement shall be binding upon the County and the Union, or its successors on all matters within the scope of representation, as defined by California Government Code §§3500 - 3510, or its successors. Upon ratification by the Board of Supervisors, the Agreement shall become effective immediately and shall extend through - June 30, 2023.

## SECTION 2. NON-DISCRIMINATION

### 2.1 Purpose.

The County agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. The Union activities shall not interfere with the normal operations of the County. Neither the County nor the Union shall discriminate against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual preference, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

### 2.2 Responsibility.

The County and the Union shall share jointly the responsibility for application of Section 2.1

## SECTION 3. COUNTY RIGHTS

### 3.1 County Rights.

The County retains to itself solely, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law, except as such rights, privileges, powers, and authority are expressly abridged by this Agreement. Such rights, privileges, powers, and authority shall include, but are not limited to, the following:

- A. The right to manage the County generally and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations and functions.
- C. The right to expand, reduce, or discontinue any County service, operation, or function.
- D. The right to determine and/or change the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations and functions.
- E. The right to determine and/or change the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County workforce.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish and schedule all work by which County services, operations, and functions are to be conducted.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract and subcontract any services, operations and functions.
- K. The right to lay off employees as part of any administrative reorganization for more efficiency in County operations, or as part of a program to reduce expenditures due to inadequate revenue.
- L. The right to discipline employees for just and sufficient cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise, and retain employees.
- N. The right to determine and/or change class specifications and to classify or reclassify employees in accordance with existing class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.

- O. The right to determine, and/or change, productivity, performance, programs and standards, including but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, and/or change, promulgate, and enforce rules and regulations to promote the safety and health of employees and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out or protect any County service, operation, function, equipment, facility, or employee or member of the public during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in conflict with a specific portion of this Agreement.

#### SECTION 4. EMPLOYEE RIGHTS

##### 4.1 Representation.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their choosing. Employees shall have the right to refuse to join, or to participate, in the activities of employee organizations. Nothing in this Agreement shall prohibit any employee from representing himself/herself individually, or from appearing in his/her own behalf in his/her employee relations with the County.

##### 4.2 Paydays.

Employees shall be paid bi-weekly every other Friday. Payment will reflect the number of hours worked at the employee's hourly rate. It is the employee's responsibility to submit their timesheets at the end of each pay period and failure to do so may result in a delay in processing the employee's pay check.

##### 4.3 Personnel Files.

An official personnel file shall be maintained in the Administration Office for each employee and shall contain, but is not limited to such items as: The employee's application for employment with the County, copies of letters of commendation, and/or appeals brought for or against said employee, and any other record deemed pertinent. Employees shall receive a copy of any document submitted for inclusion in his or her personnel file. It shall be the responsibility of the employee's department head to insure compliance with this provision.

##### 4.4 Purging of Documents.

Any employee who asserts reasonable cause that documentation of a disciplinary action should no longer be retained in the employee's personnel file; he or she may file a written statement request with Personnel. If the request is granted, the document will be destroyed. If the request is denied, the document shall remain in the personnel file. The decision will be made by the County

Administrative Officer and will be based on the totality of the circumstances related to the disciplinary action, and shall be final and binding.

#### SECTION 5. POLITICAL ACTIVITIES

5.1 Constitutional Rights.

The County's rules regarding the employee's political activity will in no way be interpreted as to deny any employee the rights guaranteed employees by the Constitution of the United States or the State of California.

5.2 State - Federal Law.

All appointed officers and employees are subject to the provisions of California Government Code §§3201 - 3204.5 and 3206 relating to political activities. Officers and employees whose principal employment is connected with an activity that is funded in whole or in part by loans or other grants made by a federal agency are subject to the provisions of §§1501 -1508, Title 5, United States Code.

5.3 Rules.

Pursuant to California Government Code §3207, the following rules and regulations are established:

A. Officers and employees of the County will not engage in political activity during working hours.

B. Political activities will not be conducted on County premises during normal business hours.

#### SECTION 6. RECOGNITION

6.1 Certification of Union.

Pursuant to and in conformity with the certifications and representation election issued and conducted by the State of California, Department of Industrial Relations, Mediation and Conciliation Service on or about August 24, 2001, the County recognizes Operating Engineers' Local Union No. 3 (OE3) as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and all other terms and conditions of employment for all regular full-time and regular part-time employees, excluding all employees required or allowed by law to be excluded and/or employees designated as managerial, supervisory, confidential and/or elected official by the County in the Alpine County Miscellaneous Bargaining Unit.

6.2 Exclusive Representation.

The County will neither negotiate nor make collective bargaining agreements with any of its employees in the bargaining unit covered hereby, which in any way conflicts with the terms and provisions of this agreement, unless through a duly authorized representative of the Union.

6.3 No Interference by County.

The County agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purposes of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership, promotion or activism of the Union.

6.4 Communication with County.

The parties acknowledge that it is the policy of the County of Alpine to encourage the pursuit of excellence in job performance, research, training, and otherwise learning through the free exchange of ideas among the managerial, supervisory, and staff of the County of Alpine. To this end, the parties, while recognizing Operating Engineers' Local Union No. 3 (OE3) as the exclusive bargaining agent, acknowledge the right of the County of Alpine to meet for purposes of information and idea exchange, with committees, counsels, groups, caucuses, and ad hoc organizations. Participants in such meetings shall not be deemed to be meeting under the auspices of Meyers-Milias-Brown Act (MMBA), nor shall such participants be required to adhere to the obligations and responsibilities enumerated under MMBA. Further, the result of such meetings shall in no way require or allow the County of Alpine on its own action to change or alter provisions of this agreement and/or violate any meet and confer requirements.

6.5 County Representatives.

The Union, in turn, recognizes the persons designated by the Board of Supervisors to represent the County in the negotiation of this Agreement and agrees that all negotiations leading to the ratification and implementation of this Agreement, along with all other amendments thereto, shall be conducted exclusively with the persons so designated.

SECTION 7. DUES DEDUCTION

7.1 Authorization.

Operating Engineers' Local No, 3 (OE3) will maintain records of employee authorizations for dues deductions. OE3 will provide Alpine County with information regarding the amount of dues deductions and certify the list of OE3 employees who have authorized dues deductions. Alpine County will rely on the information provided by OE3 in processing dues deductions for OE3 members and remit such dues for fees to OE3. OE3 will immediately notify Alpine County of any changes in the member dues deduction authorizations. Alpine County will direct all inquiries from employees about OE3 membership or dues deduction to OE3. The amount deducted for payment of such dues shall be a specific dollar amount per month as established by OE3. Any change in the amount of dues shall be in accordance with Section 8.2, below. Such deduction, unless there are insufficient net earnings to cover said deductions shall be paid monthly, or, where applicable, more frequently than monthly in accordance with the County payroll procedures in existence at the time and location the deduction is made.

7.2 Dues Amount Change.

Operating Engineers' Local Union No. 3 (OE3) may change the certified dues amount once per calendar year. Any annual changes in the amount to be deducted for OE3 dues shall be certified to the County in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change. Additionally, it shall be OE3's responsibility to notify any and all employees affected by the dues amount change.

7.3 Errors.

If through inadvertence or error the County fails to make authorized deductions or any part thereof, the County shall have no responsibility to correct such omission or error retroactively. Once the funds are submitted to the designated representatives of Operating Engineers' Local

Union No. 3 (OE3), their disposition thereafter shall be the sole and exclusive responsibility of OE3. It is expressly understood and agreed that the Union shall promptly refund to the employee any deductions erroneously withheld from the employee's wages by the County and paid to the Union. If through error the full amount due to be deducted is not deducted and remitted to the Union, the County will, upon discussion with the affected employee, provide subsequent deductions until the shortage is corrected.

Neither any employee nor the Union shall have any claim against the County for any deduction made or not made, unless a written claim of error is submitted to the County within thirty (30) calendar days after the date such deduction was or should have been made.

## SECTION 8. UNION RIGHTS AND OBLIGATIONS

### 8.1 Indemnification.

The Union shall indemnify and hold the County harmless from any loss, claim, liability, charge or expense (including without any limitation the County's attorney's fees and costs) arising from, or related in any way to the Union's exercise of rights arising by statute or under this section.

### 8.2. Union Stewards.

"Union steward" as used in this Agreement is a County employee who is a member of the Miscellaneous Bargaining Unit elected to represent other Unit employees in their relations with the County. Those County employees within the covered classification are designated herein to act on behalf of the Union with regards to grievances, information gathering, meetings, idea exchanges, and acting at the sole and specific direction of the assigned public employee business representative of Operating Engineers' Local Union No. 3 (OE3).

A. The Union shall have the right to elect up to four (4) official Union stewards. Each Union steward will be expected to perform his or her duties as a steward of the Union on his or her own time. However, it is recognized that from time to time, it will be necessary for Union activities to be conducted during working hours. These activities include, but are not limited to: representative/management meetings; processing of complaints and/ or grievances; and dispute clarification regarding contract implementation.

B. These absences shall not exceed eight (8) hours per month, with a maximum yearly allowance of ninety-six (96) hours per Union steward. It is recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessary or reasonable to be performed during working hours, they may be done without loss of pay to the Union steward involved. The steward must notify his or her on-duty Department Head and obtain permission prior to taking the time from duty to engage in Union business.

C. The Union will inform the Board designee, in writing, on or before January 1 of each calendar year, of the names of the stewards, their areas of representation, and any changes in those names before the steward will be allowed any time off.

### 8.3 Union Representatives.

"Union representative" as used in this Agreement is an employee of the Union and not of the County who represents employees covered under the terms of this Agreement in their relations with the County. The Union will inform the County, in writing, on or before January 1 of each calendar year, of the name(s) of the designated Union representative, and any changes in those designations that may occur.

#### 8.4 Other Union Rights.

##### A. Access.

Union business representatives and stewards will be permitted access to all office facilities and other County locations for the purposes of conducting Union business. Specific locations or facilities can be reasonably excluded by the County and/or specific department head for reasons of safety or sensitivity. The representative/steward will be permitted entry upon presentation of acceptable identification and will be required to observe all safety and other rules and regulations of the County. The Union agrees that such activity will not interfere with the normal work duties of the employees. The Union will furnish the County with a written list of all designated Union representatives/stewards. The list will be updated by the Union periodically as changes to the original occur. When a visit and/or situation warrants shorter notice, the parties may mutually agree to waive the reasonable notice, such visitation shall be for the purposes of ascertaining whether or not this Agreement is being observed by the parties and/or for activities specified in Section 29 Grievances. The County shall inform the "Union as to the County's representative to be notified of the impending visit.

##### B. Bulletin Boards.

Bulletin board space shall be provided by the County in at least four reasonable areas of work for the purposes of posting Union notices, information, recreation and social events, association elections, appointments, and any or all other Union related activity or business. The Union agrees that nothing libelous, obscene, defamatory, or of a partisan political nature shall be posted.

##### C. Telephones.

Union representatives may use County telephones for the purposes of conducting Union business. The duration of permitted telephone calls shall not be as much as to interfere or disrupt an employee's normal work duties or completion of a work assignment. Employed Union steward's work telephone numbers shall not be listed on any Union literature or in any Union publication. In the event that phone usage by a Union steward is found to be substantially disruptive to the accomplishment of an employee's assigned work, the Union steward's ability to use the County's telephones for Union business shall be suspended for a period not to exceed sixty (60) calendar days.

##### D. Use of facilities.

Subject to availability, County facilities may be used for Union meetings. Request for use of facilities shall be made no less than two (2) weeks in advance of the scheduled and or requested use. In the event the facilities requested by the Union have already been scheduled for other activities at the time the County receives the Union request, the County shall not be required to change the existing scheduled use of the facility to

accommodate the Union. The Union shall cover the cost of expenses for room usage, maintenance and facility management, or utility cost incurred as a result of the Union's use of the facility. The Union will be responsible for cost incurred for food, refreshments, or other catering required at such meeting.

E. Electronic mail usage.

Union stewards may use existing County electronic mail systems and/or computers for the purposes of conducting Union business. The Union stewards' reasonable usage of the employer's electronic mail system or computers shall not be as much as to interfere or disrupt an employee's normal work duties or completion of work assignments, or for any purposes that violate existing County policy relating to Electronic Media. Should the usage be found to be substantially disruptive to the work duties or the completion of work assignments, the same penalties shall apply as listed in Section 8.4(C.). Any Union or non-Union related e-mail initiated by an individual on non-employer facilities and addressed to a County e-mail user, may traverse the employer's and/or open networks without penalty.

F. Mail delivery / mail boxes.

United States mail which is received by the County bearing the name of a member or members covered under this agreement at an accurate address will be distributed to the employee in a normal manner. At each location utilized by members covered under this agreement where mail boxes/tickle files/cubby holes/etc. exist; the Union shall have reasonable use of them for distribution of Union related material. At each location as stated above, the County shall provide a secure mail drop for use by the Union and its members and representatives.

G. Orientation.

The Union shall have an opportunity to meet with the new employees for up to one hour. In the absence of the Union Business Representative and official Union Steward shall be allowed to meet with the new employees at New Employee Orientation.

H. Access to information.

Union stewards and representatives shall be provided review, at reasonable times, of any public material in the possession of the County. Additionally, the Union shall be entitled to a copy of the agenda and the minutes of all Board of Supervisors' meetings, except for meetings held in closed session. It is the Union's responsibility to notify the County Clerk, in writing, of the name and address of the designated representative for purposes of mailing such notices and information.

8.5 Notice of Intent to Open Negotiations.

At least sixty (60) days prior to the expiration of this Agreement, the Union shall notify the Board designee, in writing, of the names of the representatives designated by the Union to negotiate with the County in accordance with Section 8 and 10.5 of this Agreement. The Union shall notify the Board designee, in writing, of the name of the newly designated representative not less than one (1) week prior to the time when such representative is to commence meeting and negotiating with the County.

## SECTION 9. CONCERTED ACTIVITIES

### 9.1 No Strike.

The Union and the County agree that there shall be no strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, nor shall there be any other interference of a similar or related nature, with the operation of the County by the Union, or by its officers, agents or members during the term of this Agreement, including Union compliance with the request of another employee organization to engage in such activity.

### 9.2 Union Responsibility.

The Union recognizes the duty and obligation of its officers and agents to fully comply with the provisions of this Agreement and to make every effort to induce all employees to comply with the provisions of this Agreement. In the event of a strike, work stoppage, work slowdown, job action, picketing or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, or other interference with the operation of the County by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.

### 9.3 Compliance.

As a condition of continued employment, all employees shall be responsible for adhering to the provisions of this Section. Accordingly, violation of any provisions of this Section by an employee shall constitute just cause for disciplinary action against the employee by the County.

### 9.4 County Rights.

The above provision of this Section notwithstanding, the County does not waive and expressly retains any and all legal and equitable remedies which the County may have against the Union and its officers, agents, or members, or which the County may have against any employee who is represented by the Union.

## SECTION 110. SAFETY CONDITIONS

### 10.1 Purpose.

The County and the Union agree that the need for safe working conditions shall be of importance. The County and the Union further agree to cooperate in carrying out such job safety programs, practices and procedures as may be promulgated by the County, or required by state law, rule, regulations, in order to effectively implement a safety program for County employees.

### 10.2 Employee Responsibility.

As a condition of continued employment, employees shall be responsible for adhering to County and state job safety requirements. Accordingly, knowing failure by an employee to perform work in accordance with the County or state job safety requirements shall constitute just cause for disciplinary action against the employee by the County.

## SECTION 11. PROBATIONARY AND PERMANENT STATUS

### 11.1 General.

Persons entering County service in permanent positions will be required to serve a one year initial probationary period dating from the date of appointment. Upon determination by the department head that a probationary period has been successfully completed, the employee shall be granted permanent status.

#### 11.2 Probationary Policies.

The probationary period shall be the final phase of the examination process. It shall be used by the department head for the effective adjustment of the new employee and for the termination of any probationary employee whose performance does not meet the required standard of work, except that promoted employees shall be returned to their pre-promotion status should they not pass their promotional probationary period.

- A. All appointments from the eligibility list shall be subject to a probationary period; for original entrance of one year. It shall be dated from the date of appointment to permanent status. It shall not include time served as provisional, temporary or emergency appointees, nor time off during suspension, or leave without pay.
- B. All promoted employees shall serve a probationary period of six (6) months. The probationary period shall start on the effective date of the appointment.
- C. Reclassified employees shall not serve probationary periods as the reclassified employee is already performing the duties satisfactorily, or the reclassification would not have occurred.
- D. Employees subject to interdepartmental transfers shall serve a three (3) month probationary period, pursuant to Selection 15.6.
- E. A probationary employee who is laid off during the probation period, in the event of re-employment, shall be required to complete only the balance of the applicable probationary period not completed prior to layoff.
- F. Probationary employees shall be given performance evaluations by the department head at the third (3rd) and sixth (6th) months of the probationary period. The department head can, at his/her discretion, terminate the employee any time during the probationary period. Promoted employees shall be returned to their pre-promotion status should they not pass their promotional probationary period.
- G. A probationary period may be extended if the department head requires additional time to make an adequate evaluation of the employee's performance during the probationary period, or when agreed upon by both the department head and the employee in order to provide an extended period to work toward a successful completion of the probationary period. Any such extension will not affect the employee's rights to benefits provided under this Agreement.

#### 11.3 Termination During Probationary Period.

Probationary employees shall be subject to the following:

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- A. A probationary employee may be terminated from County service by the department head at any time during the probationary period. The probationary employee shall not have the right of appeal.
- B. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A lawful reason includes the employee's failure to satisfactorily perform his/her duties during the probationary period.
- C. Employees subject to interdepartmental transfers shall serve a three-month probationary period, pursuant to Section 15.6.

## SECTION 12. PERFORMANCE EVALUATIONS

### 12.1 General.

Performance appraisals are a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success.

### 12.2 Probationary Evaluation.

The department head will prepare a performance evaluation for each employee at the completion of three (3) months of probationary employment and again prior to completion of six (6) months probationary employment. The performance evaluation may be performed more frequently at the discretion of the department head at any time during the probationary period.

### 12.3 Annual Evaluation.

Subsequent to completion of the probationary period, department heads or his/her designee will provide a performance evaluation for each employee annually, at the time of the employee's anniversary date. Such written evaluation shall be completed one month prior to the employee's anniversary date.

- A. The department head, or his/her designee, shall be responsible for ensuring that an employee's completed evaluation and/or other appropriate documentation, is received by the Administration office prior to any proposed personnel action relating to the performance appraisal, including but not limited to, step advancement, demotion or termination.
- B. Department heads shall use the official evaluation form provided by the County. This form shall be made available from, and distributed by, the Administration Office. Use of said form does not prohibit department heads from supplementing the standardized form with additional written comments or other relative information pertinent to evaluation of the employee's performance.
- C. One copy of the evaluation and recommendation shall become a part of the employee's permanent personnel file.

12.4 Evaluation Process.

Evaluations are intended to be participatory in nature involving the employee's input as much as the department head's. Any evaluation, when completed, shall be reviewed with the employee by the department head during the employee's working hours, without loss of pay or benefits to the employee.

- A. No written evaluation shall be placed in any employee's personnel file, or other County record, until the evaluation has been reviewed with the appraised employee. Both the department head and the employee shall affix to the form their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.
- B. Any employee who wishes to respond to his/her evaluation may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said evaluation. The response shall be presented to the department head and included in the employee's personnel file. Both the department head and the employee shall affix to such written response their signatures and the date upon which the department head receives such written response.
- C. Performance evaluations shall not be subject to the appeal or grievance procedures.

SECTION 13. SALARIES

13.1 General Anniversary Policies.

An appointment will usually be made at the first step of the appropriate five-step salary range. Upon determination by the department head that a probationary period has been successfully completed, the employee shall be granted permanent status. At this time the employee is eligible for consideration for a step increase during the five step advancement period, or for a longevity increase, as applicable.

13.2 Anniversary Date.

"Anniversary date" as used in this Agreement means the date following completion of the probationary period and when permanent status has been achieved. The Anniversary Date determines the eligibility date of future step increases, longevity pay (if considered) and seniority status.

- A. An employee in their initial probationary period and starting in Step 1 of a specific range shall be eligible for a step raise at the end of the one year probationary period from the date on which he or she was hired. Employees in their initial probationary period starting at Step 2 or above will become permanent employees after successful completion of the one year probationary period but will not receive a step raise until they have completed a total of 24 months of service. The anniversary step raise shall be in compliance with Section 13.3 of this Agreement.

- B. The permanent status of the probationary employee shall begin on the day following the end of the probationary period.
- C. Anniversary dates for employees initially hired in any range shall be computed using the following example:

	Date of Hire	End Probation	Anniversary Date
Step 1	07-01-00	07-01-01	07-02-01

13.3 Anniversary Step Raise.

A permanent employee shall receive their anniversary step raise on the date of his or her anniversary.

- A. The department head shall complete a written evaluation of an employee's job performance as per Section 12.4 within one (1) month prior to the affected employee's anniversary date. The department head may at this time take the following action or make the following recommendation, based on the employee's evaluation:
  1. Confirm that the anniversary step increase be granted based on a satisfactory or better employer evaluation.
  2. Recommend that no anniversary step increase be granted because the employee's work does not meet any specified required standard.
  3. Once the anniversary step is confirmed and/or approved, the step adjustment shall become effective on the employee's anniversary date
- B. One copy of the evaluation and/or recommendation shall become a permanent part of the employee's personnel file.

13.4 Longevity Step Increase.

Longevity pay increases shall be based upon continuous service with the County in an allocated position and shall be calculated from the date an employee attains permanent status (anniversary date). Said increase shall become effective the first day a pay period following completion of the required period of service. A five percent (5%) longevity increase shall be granted to an employee who has completed five (5) years of continuous service with the County and every five (5) years thereafter for a total of three (3) longevity step increases provided however that employees who have already reached longevity Step 3 by the date the MOU has been adopted, will be eligible for a fourth (4th) longevity step increase which shall be compensated at three percent (3%) upon completion of the time requirements. Current employees who are at a higher longevity step (i.e., Longevity Step 4 or higher) will have their step grandfathered and remain at that step in the future.

Future employees of the bargaining unit hired after July 17, 2007, the adoption of the 2007 Memorandum of Understanding (MOU) by the Board of Supervisors will not be eligible for longevity steps.

13.5 Overtime.

A department head may require and shall authorize the performance of any overtime work. "Overtime" is time worked, under the authorization of the department head, in excess of forty (40)

hours in any one workweek. Overtime shall be compensated at the rate of no less than one and one-half (1-1/2) times the regular rate of pay for an employee.

- A. It is the policy of the County to avoid the necessity for overtime work whenever possible. It is the department head or supervisor's responsibility to insure that accruals of overtime are properly managed, and are approved by the Board of Supervisors through the budget process.
- B. To obtain credit for overtime, an employee must obtain written authorization of the department head in advance of the hours worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization shall be obtained as soon as possible.
- C. All non-exempt employees may accumulate a maximum of one hundred (100) hours overtime credit. All overtime accrued in excess of this limit is automatically paid to the employee.

#### 13.6 Calculation of Overtime.

- A. An employee working in excess of forty (40) hours in a week shall be compensated at no less than one and one-half (1-1/2) times the regular rate of pay of the employee for any work in excess of forty (40) hours per week. The calculation of overtime worked shall include only actual hours worked and shall not include vacation hours, administrative leave, compensatory time off, sick leave, or any other time during which the employee is not actually working, except that holiday hours shall be calculated as hours worked for purposes of calculating overtime. If the employee's non-standard work shift carried past 12:01 a.m. at the cutoff of the workday, it will be recognized as a continuous shift and all hours of the shift shall be counted as hours worked for the purpose of overtime.
- B. When non-exempt employees are required to work in excess of forty (40) hours in a work week, an employee may request that the hours worked will be compensated as overtime pay or as compensatory time off at time and one-half in lieu of overtime pay.
- C. When non-exempt employees are called in to work on a holiday, compensation shall be at time and one-half for the hours worked in addition to the eight (8) hours holiday pay. Holiday pay will be credited as CTO. Should the employee cash out their CTO it will be paid at the rate earned. Time worked as overtime shall not be used to earn fringe benefits, credit toward step increases or longevity pay or to serve out probationary periods.
- D. It is the policy of the County that, except in case of emergency, work in excess of twelve (12) hours per day is not allowed. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

#### 13.7 Compensatory Time Off

"Compensatory time off (CTO)" as used in this Agreement is paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

- A. Any request of three days or less (i.e. eight-(8) hour shift/twenty-four hours requested off) can be requested and approved at the supervisory/department head level.

- B. Any CTO time off over and above the three (3) shift guideline shall require a two (2) week prior notice.
- C. Compensatory time off shall not be unreasonably denied.

13.8 Stand-By Time.

"Stand-by time" under this Agreement means a period during which an employee is not ordinarily required to perform work for the County, but is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is provided in the event the employee is not called to perform work, with straight-time pay (including overtime, if applicable) for the period or periods the employee is required to work.

- A. Compensation paid to employees for stand-by time shall be calculated in accordance with the following guidelines:
  - 1. Road department employees covered by this agreement who are required by department head/supervisors to be on standby will receive compensatory time off or salary compensation at the employee's discretion at a rate equivalent to three (3) hours of straight time for each standby shift. If the employee on standby time is called out to work, there will be no additional compensation for the first two (2) hours worked. Call out worked beyond the first two (2) hours shall be compensated in accordance with the provisions of this chapter.
  - 2. Social Services personnel who are required to be on stand-by will receive compensation at a rate equivalent to three (3) hours calculated at the employee's straight-time pay. If the employee on stand-by time is called out to work there will be no additional compensation for the first two (2) hours worked. Call-out worked beyond the first two (2) hours shall be compensated in accordance with the provisions of this Agreement.
  - 3. Road Department personnel shall provide a telephone number to their department head for confidential at-work need only, at which they can be reached for County emergencies.
  - 4. All other employees not mentioned above placed on standby duty by their department head shall be paid at the rate of Five Dollars (\$5.00) per hour on regular work days and days off for the entire period of such assignment, and such compensation shall be paid no later than the subsequent pay period.
- B. Standby duty requires the employee so assigned:
  - 1. To be ready to respond immediately to calls for service;
  - 2. To be reachable by telephone or pager;
  - 3. To remain within a reasonable distance of the work location; and
  - 4. To refrain from activities that might impair ability to perform assigned duties.

13.9 Call Out.

"Call out pay" under this Agreement means guaranteed pay for a set minimum number of hours when employees are called back to work when they weren't originally scheduled.

When unanticipated circumstances require an employee to be called back to work or called out on County business while not on standby, the employee shall be paid for all hours worked at the

overtime rate, or a minimum of four (4) hours overtime, whichever is greater. Callback/call out compensation starts at the time the employee is contacted and requested to return to work by a supervisor and/or department head.

13.10 Shift Differential.

"Shift differential" under this Agreement is extra pay allowances made to employees who work on a shift with hours that may represent a hardship. All employees covered by this agreement and assigned to an evening or a night shift shall be paid a shift differential for all hours, including overtime, which are worked. Work which is scheduled during the evening or night hours on the basis of convenience to the employee shall not be considered an assigned evening or night shift for the purposes of this provision. For the purposes of this agreement, any employee working between the hours of 6:00 p.m. and 6:00 a.m., excluding standby time shall be compensated in the amount of an additional Forty-five Cents (\$.45) per hour for all hours worked in said shift.

13.11 Salary Adjustment

Starting July 1, 2022 the members will receive the following salary adjustments.

- 1) July 1, 2022 the members will receive a 7% permanent salary adjustment. This increase will be retroactive from the above date.

SECTION 14. HOURS OF WORK

14.1 Work Day.

The provisions of this section govern hours of work for all miscellaneous classified employees covered by this agreement. Unless modified by the County through the implementation of a Furlough Plan, the standard workday of all departments shall be eight (8) hours, five (5) days a week, with a lunch period of from one-half (1/2) to one hour as determined by each department head. However, these provisions shall not interfere with the essential services of the department.

- A. The standard workday for all classified employees, except road maintenance personnel in the road department, shall begin at twelve-ought-one a.m. (12:01 a.m.), and end at twelve-ought-one a.m. (12:01 a.m.), the following day.
- B. The standard workday for road maintenance personnel shall begin at six a.m. (6:00a.m.), and end at six a.m. (6:00a.m.), the following day.

14.2 Work Week.

- A. The standard official work week for all departments except road maintenance personnel in the Road Department shall begin at twelve-ought-one (12:01) a.m., Monday and end at twelve-ought-one (12:01) a.m., the following Monday.
- B. The standard work week for all exempt and non-exempt employees, except road maintenance employees in the Road Department, shall be forty (40) hours, to be worked within five (5) consecutive days, except as modified by the department head in accordance with Section 15.5.

14.3 Work shifts.

A work shift is defined as the regularly scheduled hours an employee works within the parameters of the specific work week as defined in Section 14.2 above (i.e. day shift, swing shift, night shift, or graveyard shift). For the purposes of this article, hours worked includes all hours spent on the payroll. An employee's regular shift shall not be altered or flexed to avoid overtime unless mutually agreed upon by the employee and the department head.

14.4 Road Maintenance Personnel.

The Community Development Director shall assign road maintenance personnel to weekly shifts required to meet the operational requirements of the department. The standard work week shall be forty (40) hours for Road Department personnel, and shall begin at 6:00a.m. on Monday and end at 6:00a.m. on the following Monday. The standard workweek for road maintenance personnel in the Road Department shall be forty (40) hours.

- A. The standard workday for road maintenance personnel shall begin 6:00a.m. and end at 6:00a.m. on the following day.
- B. The standard workweek for road maintenance personnel is subject to change as determined by the Community Development Director to meet the needs of the department. Notification to road maintenance personnel as to a change of workweek shall be no later than the Friday prior to the beginning of the changed workweek.
- C. When road maintenance personnel work shifts must exceed the standard eight (8) hours, it shall not exceed twelve (12) hours unless the Community Development Director has determined an emergency condition exists.
- D. Road maintenance personnel must be notified at least three (3) hours prior to the start of their standard work shift in order for the standard work shift of that day to be changed.

14.5 Alternative Work Schedules.

Where department heads find that an alternate workday would provide for more efficient delivery of services to the public by their department, the department head may assign such alternate daily work shifts. The Community Development Director shall assign road maintenance personnel to daily work shifts required to meet the operational needs of the department. The County Administrative Officer may also implement alternative work schedules as part of a Furlough Plan, as provided in Section 19

14.6 Breaks.

Each employee shall be entitled to take, and shall, when practicable, take, a fifteen (15) minute duty free break for each four (4) hour portion of their normal workday. Breaks shall be taken at such times as shall be determined by the employee's department head, or his/her designee, in consultation with the employee. Breaks may not be combined, nor may they be used to shorten a workday.

14.7 Lunch Periods.

Each employee shall, when practicable, take a duty-free lunch period of thirty (30) to sixty (60) minutes, as specified in advance by the department head. No employee may perform any duties during a lunch period or break unless emergency circumstances require the performance of duties during those periods as directed by the employee's department head, or his/her designee. Lunch

periods must be surrounded by scheduled work periods and may not be combined, nor may they be used to shorten a workday.

## SECTION 15. PROMOTION, RECLASSIFICATION, DEMOTION AND TRANSFERS

### 15.1 Definition.

"Promotion" as used in this Agreement is the movement of an employee to a position which is assigned at a higher range on the salary schedule than the position the employee is currently in.

### 15.2 Promotional Policies.

A. The promoted employee shall serve a probationary period, as defined in Section 11 of this Agreement. The successful completion of the probationary period shall entitle the employee to a five percent (5%) step increase, and the employee's new anniversary date shall be one (1) year from the completion of the probationary period. There is no requirement to cash out prior compensatory time accrual balances; however, should the employee cash out their account balances, it will be paid at the rate earned.

B. Promotional employees are not eligible for a probationary step increase at time of promotion when said promotion occurs simultaneously with an anniversary increase or when promotion to a new range results in a 5% or higher increase.

C. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his/her duties during the probationary period.

### 15.3 Merit Systems.

Promotion of positions covered within the Interagency Merit System shall be subject to procedures established pursuant to Title, 2. California Administrative Code, Division 5. Local Agency Personnel Standards.

### 15.4 Reclassification.

"Reclassification" as used in this Agreement is the change in title and range of a position based upon significant changes in kind, difficulty and responsibility of all duties assigned.

A. Reclassifications are a management right as set forth in Section 3.1 (N.), and are not subject to the meet and confer process. A department head who proposes a reclassification shall present such request to the Board designee by procedures established by resolution or policy adopted by the Board of Supervisors.

B. When a current employee is reclassified to a class which is at least one range higher than his or current class, he/she shall be entitled to at least a one-step salary increase above his/her current salary. When a reclassification occurs concurrently with the employee's eligibility for an anniversary step increase, the anniversary increase will be included in the base salary before promotion.

C. The effective date of the reclassification shall become the employee's new anniversary date.

D. No probationary period shall be served as reclassified employee is already performing the duties satisfactorily or the reclassification would not have occurred.

15.5 Y-Rate.

"Y-Rate" as used in this Agreement is the freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen. An employee whose position is reclassified to a lower salary range through no fault of his/her own continues to receive his/her current salary. Anniversary salary increases are not paid until such time as the salary range of the class to which the position was reclassified exceeds the incumbent's current salary. Y-Rate will not apply when an employee voluntarily demotes or applies for a position at a lower range than their current position.

15.6 Interdepartmental Transfers.

A department head may, after consultation with the Personnel Director, make transfers of employees from one class within the same salary range in the office or department to another class in the department provided the employee possesses the minimum qualifications for the position to which transferred. All such transfers will be subject to a three-month evaluation period.

15.7 Temporary assignments.

With the approval of the affected employee, a department head may temporarily promote a permanent employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary assignment shall not exceed a period of ninety (90) days, unless a longer period is specifically authorized by the board of supervisors. Such temporary promotion will not entitle the employee to additional compensation unless the appointment exceeds twenty (20) working days, at which time the employee will be entitled to a five percent (5%) increase in salary commencing on the twenty-first (21st) working day of appointment. At the termination of the appointment, the employee's salary will return to its previous level.

SECTION 16. COUNTY FAMILY- OPEN POSITIONS- NEW CLASSES

16.1 Definition.

"County family" as used in this Agreement will mean any person who is currently a County employee, including limited term employees, who has achieved either probationary status or permanent status, and any former County employee who has been laid off, due to no fault of his or her own, over the past one year. County family does not include retired employees or temporary employees. Seasonal employees who have worked in a seasonal capacity for three or more seasons with successful evaluations will be considered for County family.

16.2 Merit Systems.

Selection procedures for positions covered within the Interagency Merit System will be conducted in accordance with procedures established pursuant to Title, 2. California Administrative Code, Division 5. Local Agency Personnel Standards.

16.3 Open Positions.  
When a promotional or general opening occurs in a department, the department head will notify the Board designee. The Board designee will commence County Family advertising as means of a notice of the available position to each department, which will run for ten (10) calendar days, allowing employees in County service to apply for the position. It is the department head's responsibility to provide a means by which employees receive notice of position availability. Should one or more employees apply under this procedure; the department head will determine, through selection procedures, whether to recommend that an employee be appointed to the position. At his or her discretion, the department head may elect to include an employee who applies under this procedure in a general public recruitment.

16.4 Compensation.  
Assignment by the County of the pay rate to a new class as indicated above shall be consistent with the then existing compensation and classification methodologies utilized by the County. The pay rate to a new class shall be discussed with the Union prior to implementation.

#### SECTION 17. SENIORITY

17.1 Definition.  
"Seniority" as used in this Agreement is status determined by the length of time an employee has worked for the County.

17.2 Employee Rights.  
Seniority list placement qualifies an employee for:

- A. Vacation preference sign up within a respective shift assignment or a classification;
- B. Days off;
- C. Specialized assignments;
- D. Voluntary overtime assignment;
- E. Layoff displacement rights.

17.3 Determination.  
Seniority for all purposes shall be determined as follows:

- A. Date of hire;
- B. In cases of promotion, then date of promotion will be utilized for seniority purposes within that classification;
- C. When two or more employees are hired on the same date, seniority shall be determined by the order in which the individuals were hired according to time on that date.

17.4 Termination of seniority.

An employee's seniority terminates upon:

- A. Resignation;
- B. Discharge (if discharge is upheld after all legal remedies have been exhausted);
- C. Retirement;
- D. Layoff in excess of twelve (12) months out of County service.

#### SECTION 18. LAYOFF

##### 18.1 Layoff Procedure.

Employees covered by this Agreement shall be subject to lay off for lack of work within the employees' department or lack of funds. Within five (5) working days after any decision to initiate a layoff of any employee covered by this MOU, the County shall notify the Union of the decision to initiate the layoff process.

##### 18.2 Notice.

Employees covered by this Agreement subject to lay off in positions funded by the County General fund shall receive sixty (60) days' notice prior to the effective date of the layoff. Positions funded in whole or in part by state or federal grant funds shall receive substantially the same amount of notice the County receives of funding reduction or elimination by the entity providing the funding. In no event shall there be any General Fund obligation to compensate persons in such positions.

##### 18.3 Voluntary Demotion or Voluntary Reduction of Hours.

The County may agree to allow voluntary demotions or voluntary reductions in assigned time in lieu of lay off or in order for employees to remain in their present position rather than be reclassified or reassigned. Employees who do so shall be granted the same rights as persons laid off. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of lay off, reclassification, or reassignment, shall retain eligibility to be considered for reemployment in a position of the previously held class or number of hours for an additional period of time, provided that the same test of fitness under which they qualified for appointment to the class are still applicable. The length of this additional period of time shall be determined by the Board designee on a class-by-class basis and shall not exceed twelve (12) months.

##### 18.4 Reemployment Eligibility.

Employees covered by this agreement laid off because of lack of work or lack of funds are eligible for reemployment within a period of twelve (12) months, and shall be reemployed with preference over new applicants. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the County during that same twelve (12) month period.

##### 18.5 Failure to Respond to Reemployment Notice.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of lay off shall have the option of returning to a position in their former class or to positions with an increased assignment time as vacancies become available, and without limitation of time. If there is a valid

reemployment list, they shall be ranked on that list in accordance with their proper seniority. When an employee is notified of a vacancy and fails to respond or report to work within seven (7) days of the notice, his or her name will be removed from the reemployment list and he or she will forfeit all rights to which he or she would otherwise be entitled.

18.6 Re-employment Procedures.

Reemployment shall be in the reverse order of lay off. In order to be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed eighteen (18) calendar months. When a vacancy occurs, the senior employee who has held prior permanency in the position will be so notified by certified U.S. mail at his or her last known address and given the opportunity to accept or reject employment into the vacant position. The employee must advise the County of his or her decision no later than seven (7) business days following notification. When a laid off employee is reemployed, all accumulated sick leave credit, vacation, and seniority will be restored. A laid off probationary employee will be reemployed as a probationary employee, and at the time served toward the completion of the required probationary period will be counted. He or she will also be reemployed with all rights and benefits accorded to him or her at the time of lay off.

18.7 Re-employment Salary Reinstatement.

A laid off employee when reemployed will be placed on the salary step held at the time of lay off. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on a salary step to which he or she would have progressed had he or she remained there. An adjusted anniversary date will be established for step increment purposes so as to reflect the actual amount of time served in the County.

18.8 Merit Systems.

Layoff of employees covered within the Interagency Merit System will be in accordance with procedures established pursuant to Title, 2. California Administrative Code, Division 5. Local Agency Personnel Standards.

SECTION 19. FURLOUGHS

19.1 Furlough Defined

The furlough process is a mechanism which may help preserve jobs in the County service during time of fiscal hardship. A furlough is identified as unpaid time off as approved by the Board of Supervisors when such time off is required. An employee may not substitute vacation, sick leave or CTO for furloughed time.

19.2 Furlough Procedures

Employees shall be furloughed in the following manner:

(1) VOLUNTARY FURLOUGH:

(A) The Voluntary Furlough program may be utilized.

(B) Employees are required to complete the request forms provided by the County Human Resources Department.

(C) If the request is approved, the following provisions will apply:

1. The County shall continue regularly scheduled benefits and pay its share of health premiums for furloughed employees;
2. Sick Leave and Vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods;
3. A furlough day that occurs in conjunction with a County holiday will not affect the employee's right to be paid for that holiday;
4. Furlough days will not alter an employee's date of hire, length of service or seniority.

(2) MANDATORY FURLOUGH:

The Board of Supervisors may declare the need to furlough employees of the County. The County will designate days that County offices will be closed or that employees will be furloughed. Unless instructed to work, employees will utilize furlough hours on designated furlough days or the days the County offices are closed. During the term of this contract employees within the Miscellaneous Bargaining Unit shall not be furloughed more than two days per month or equivalent time without meeting and conferring with the Union on this issue. In the event of a mandatory furlough implemented through a modified work schedule that decreases the number of days worked per week but increases the number of hours worked per day, holiday pay shall be based on the average number of hours per work day under the modified work schedule. As an example, if a 4/9 schedule is implemented; holiday pay shall be 9 hours.

## SECTION 20. RESIGNATION

### 20 .1 Notice.

Ample notice of intention to resign should be given by an employee who plans to leave County service. Normally, no less than two (2) weeks' notice should be given. The department head is authorized to accept the written resignation of any employee on behalf of the County, and the resignation shall become effective immediately upon acceptance by the department head. A resignation presented to and accepted by the department head may be withdrawn by the employee if approved by the department head.

### 20 .2 Exit Evaluation.

"Exit evaluation" as used in this Agreement is a structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems. Whenever practical, an exit interview shall be scheduled with the Board designee within one week of an employee's last regularly scheduled day of work. All information provided in the exit interview shall be confidential, and used for the constructive improvement of County operations.

### 20 .3 Return of County Property Upon Separation from Service.

It is the responsibility of the employee leaving County service to return all County property in his/her possession to the department head prior to separation. Upon termination, department heads will provide a current inventory of County property to the Auditor. Employees who fail to

return County property will be charged a fee equal to the cost of replacing the property not returned, which shall be deducted from their final compensation check.

20.4 Automatic Resignation.

Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the last date on which the employee worked. Prior to removing the employee from the County payroll, the Board designee shall place a telephone call to the last known number of the employee and shall mail a letter by first class U.S. mail to the last known address of the employee stating the date upon which the removal from the payroll will occur and requesting the employee contact the Board designee if further discussion is desired. The failure of the employee to receive or timely respond to the telephone call or letter shall not affect the automatic resignation provided for in this section.

20.5 Merit Systems.

Resignation of employees covered within the Interagency Merit System will be in accordance with procedures established pursuant to Title, 2. California Administrative Code, Division 5. Local Agency Personnel Standards.

SECTION 21. SICK LEAVE

21.1 General Sick Leave Policies.

- A. Sick leave is a privilege which is allowed only in the case of illness, death in the family, bodily injury, exposure to contagious disease, medical or dental appointments, or attendance upon seriously ill members, of the employee or his/her immediate family.
- B. Full-time employees(1 Full Time Equivalent status (FTE) shall earn and accrue eight (8) hours paid leave of absence for illness or injury to the employee, or the employee's minor child(ren), for each full calendar month of full-time service beginning with the first month of employment. Part-time employees shall accrue sick leave in the same proportion that his/her working hours bear to the normal working hours of a full-time employee and shall be calculated based on actual hours worked in each pay period. Overtime hours will not be included in the calculations.
- C. A full-time employee or part-time employee, who qualifies for sick leave accrual, may take paid leave after the completion of ninety (90) days of service.
- D. All employees shall have unlimited earned accumulation of sick leave.
- E. Sick leave may only be taken if it has been earned.

21.2 Use of Accrued Sick Leave.

Sick leave shall be granted in cases of bona fide illness of the employee or his or her immediate family or may be used for medical/dental appointment and/or ongoing treatment of the employee

and his or her immediate family as defined by the Family Medical Leave Act of 1993 (FMLA) and California Family Rights Act of 1991 (CFRA).

To be paid for sick leave, an employee must notify his or her immediate supervisor within fifteen (15) minutes prior to the beginning of his or her assigned shift or fifteen (15) minutes after the beginning of his or her assigned shift. The department head may waive this requirement upon presentation of a reasonable excuse by the employee. The department head shall cause to be maintained sick leave records of all County employees covered under this agreement.

- B. An employee may use accumulated sick leave to attend to a seriously ill member of his or her immediate family; however, such absence shall be limited to a maximum six (6) working days for each occurrence. This includes time off to take a member of his or her immediate family to or from hospital. In addition, accumulated sick leave may be used, with prior approval of the department head, for serious illness in the family when death appears to be imminent. Use of leave balances to provide for paid leave under this subsection shall not be used for disciplinary purposes but shall be indicated on the employee's absence report and his or her personnel records shall be noted accordingly.
- C. Any employee compelled to be absent on account of injury or illness arising out of and occurring in the course of his or her County employment may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him/her under the Workman's Compensation Act and his/her regular County pay, not to exceed the amount of his or her accrued sick leave. In like manner, he or she may elect to use any accrued vacation time and time off for overtime after his/her sick leave is exhausted.

### 21.3 Doctor's Release.

When an employee returns to duty after an absence equal to or longer than three (3) days chargeable to sick leave, due to his or her illness, or that of a member of their immediate family, the department head or designee may require a signed statement from a doctor or dentist that the employee was incapacitated and unable to perform his or her duties throughout the entire period of sick leave. If such a statement is not provided, the employee is not entitled to be paid for sick leave unless the department head and/or designee grants a waiver. An employee who is absent from duty due to an injury or illness arising out of and occurring in the course of County employment shall be requested to provide a doctor's release for work prior to returning to work.

In the event an employee uses more than 96 hours of sick leave, or exceeds their available sick leave accrual<sub>2</sub> or if a pattern of sick leave abuse is suspected, an employee may be requested to file a Physician's Statement for each illness regardless of duration for a period not to exceed six (6) months.

An employee may be required to take an examination by a physician if requested by the County, and/or shall authorize consultation with his or her own physician concerning his or her illness. On the basis of authoritative medical advice, the department head or designee shall determine whether an employee is physically incapacitated for the duties of his or her position and may take the action he or she considers appropriate.

21.4 Written Notice.

It is the department head or supervisor's responsibility to insure that the Administration Office and the Auditor's Office be notified in writing of employee absences resulting from illness of an employee or immediate family members which exceed three consecutive work days for record keeping purposes of the Family Medical Leave Act and the California Family Rights Act.

21.5 Sick Leave Cash-out.

Upon, retirement from Alpine County or in the event of the death of an employee, after five (5) years of service, the employee or his or her survivor(s) or estate shall receive compensation at the employee's regular salary for accumulated sick leave.

- A. At the time of retirement from Alpine County, the employee or his or her survivors has the option of either collecting compensation for twenty-five (25%) percent of his/her accumulated sick leave not to exceed 125 hours of accrued leave, OR can elect to convert 100% of his/her accumulated sick leave balance towards PERS service credit.
- B. Additionally, an employee who has moved from classified status to an elected official of the County may collect compensation for twenty-five (25%) percent of his/her accumulated sick leave not to exceed 125 hours of accrued leave .

21.6 Exceptions.

The following exceptions regarding accrual and use of sick leave benefits apply to employees covered under this Agreement:

- A. Sick leave shall not be earned while an employee is receiving State Disability Insurance (SDI) benefits or while on unpaid leave of absence.
- B. Sick leave shall not be earned by, or granted to, employees for stand-by or overtime service.
- C. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick leave and vacation, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County, or its designee.

SECTION 22. LEAVES OF ABSENCE

22.1 Definition.

Days off are based on traditional forty (40) hour work and seven (7) day work weeks. Any regular shifts such as five (5) days, forty (40) hours (4-10), four (4) day, forty (40) hour, or other variation is to result in the same number of days off for forty (40) hour seven (7) day week so that no advantage or disadvantage is imposed. A day off is a standard twenty-four (24) hour day in either case, earned as a result of a forty (40) hour work week. If necessary to pro-rate to fractions of a day, the fraction of time off should relate to similar fractions to a forty (40) hour week.

22.2 No Break In Service.

No absence under any paid leave provision of this Section shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence.

## TYPES OF LEAVE

### 22.3 Bereavement Leave.

Whenever any employee covered under this agreement is compelled to be absent from duty by reason of the death of the employee's immediate family, immediate family being described as father, mother, brother, sister, wife, husband, child, grandparent, grandchild, father-in-law, or mother-in-law, he or she shall be entitled to be absent with pay for not more than five (5) working days per calendar year. Any time beyond five (5) days, if approved by the department head, shall be charged to the employee's sick leave.

### 22.4 Catastrophic Leave.

The Catastrophic leave program is designed to allow employees to help other employees who themselves or their immediate family, have a medical condition which will require an employee to be on unpaid leave for at least one month.

#### A. Employees are subject to the following conditions:

1. Employees will be able to donate compensatory time or vacation time. Donations of sick leave are prohibited.
2. All donations will be voluntary and are irrevocable.
3. The Auditor's office shall convert donated time to the eligible employee's sick leave accumulation on an hour for hour basis, not to exceed twelve (12) weeks total.

#### B. The procedure for catastrophic leave is as follows:

1. Upon receipt of a valid request for donations from an employee entitled to accumulate sick leave (eligible employee), the department head will post a notice of the eligible employee's need for donations of leave on bulletin boards accessible to employees. Confidential medical information will not be included on this notice.
2. Employees wishing to donate time must fill out a written request stating: donating employee's name, social security number, and department name; the name and department of the eligible employee to whom the time is being donated; the number of hours the employee wishes to donate and whether they are compensatory time or vacation time hours; and the request must be signed by the employee, authorizing the transfer of donated time to the eligible employee.
3. Upon receipt of the request, the Auditor's office shall confirm that the employee has accrued enough time to satisfy the donation obligation.

### 22.5 Civil Subpoena or Testimony On Behalf of County.

Paid leave of absence shall be granted to an employee who has been served a subpoena to appear as a witness in a court case on County-related matters, in accordance with the following guidelines:

- #### A. Request for leave of absence to serve as a witness shall be made by presenting the official court summons to the employee's immediate supervisor and/or department head.

- B. The length of leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court.
- C. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and/or reimbursed to the County. The witness fee assigned to the County does not include the Court's reimbursement to the employee for transportation expenses.

22.6 Emergency Leave.

It is the stated policy of Alpine County that all County offices should remain open and functioning in at least a minimal capacity during times of emergency so that County services may be provided to the public in time of need. Emergency leave may be granted to all or specified employees under the following circumstances:

- A. During periods of natural disaster, such as fire, storm, or other phenomena, leave may be granted by the individual department head who will be responsible for insuring that such leave is applied against each affected employee's vacation time or compensatory time.
- B. When the department head is not available to make the determination to grant emergency leave, the Board designee is authorized to make such determination.
- C. During such periods as the workplace is determined by the Chair of the Board, or in his or her absence, by the Board designee or other board member, to be unsafe so as to threaten the health of employees, and there is no reasonable alternative workplace, emergency leave may be granted which, under this circumstance, will not be charged against the employee's vacation time or compensatory time.
- D. Any employee who is absent from work due to sickness, vacation, compensatory time off, or who is absent from the workplace on County business will not be entitled to any compensation as a result of the condition at the workplace. Those employees absent from the workplace due to sickness, vacation or CTO will have their absence charged against the appropriate category of their employee benefits.

22.7 Grand Jury Service.

Service by a County employee is an optional activity. Any time from working hours required for grand jury duties must be applied to vacation or compensatory time off accruals, with appropriate approval of the department head.

22.8 Jury Duty.

When regularly called for jury duty in the manner provided by law, all employees shall be granted a leave of absence without loss of pay or status for the time the employee is required to perform jury duty, in accordance with the following guidelines:

- A. Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the employee's immediate supervisor.

- B. Reimbursement to the County of any monies earned as a juror, except mileage, shall be made by the employee.
- C. If the employee reports as required by law for jury duty, the employee shall be credited with a full day of work and therefore, a day of jury duty is considered a day of work.

22.9 Leave of Absence Without Pay.

Leave of absence without pay, where not already provided for by law, may be granted by the department head for any of the following reasons: any reason determined eligible under and subject to the provisions of the California Family Rights Act (CFRA) of 1991, the Family and Medical Leave Act of 1993 (FMLA) and Military Leave; including illness or disability when sick leave has been exhausted; pregnancy; or to take a course of study that will increase usefulness on return to the position, or for personal reasons acceptable to the department head.

A leave of absence as used in this Section is a privilege, which may be granted to a regular employee wishing to leave the County service without pay and in good standing for a limited period.

- A. The employee must make a written request to the department head for such leave, stating the date of the leave and the reason. Leave may be granted or denied based upon the needs of the County and the employee.
- B. Leaves of absence that are not provided for by statute and are for a duration exceeding thirty (30) days in a one (1) year period must be approved by the Board of Supervisors.
- C. Employees may convert vacation and CTO to sick leave for leave of absence only.

22.10 Light duty.

Any employee who has previously been off work due to injuries, illness, or other medical reasons, who has been medically released by a doctor for light duty, may request assignment to light duty. Light duty will be assigned as a reasonable accommodation on a case-by-case basis after participation in an interactive process. Employees assigned to light duty shall continue to provide monthly updates from the treating physician documenting the need for accommodations.

22.11 Military leave.

All employees shall be granted military leave in accordance with the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et. seq.* and the laws in the State of California including the Military and Veterans' Code § 389 *et. seq.*. Requests for military leave shall be submitted to the department head, preferably in writing and accompanied by a military leave orders two weeks prior to the leave starting date, except in the case of military necessity, or a state or national emergency. At minimum, notice should specify whether the leave requested is for "Temporary" military leave not exceeding 180 days; or ordered military leave for training, or for active duty of an indeterminate time period. The department head shall notify the County.

- A. The period of military leave of absence is computed as part of the County service except that the employee who takes a military leave of absence before the completion of his or her probationary period shall complete the probationary period after his or her return.

Employees are entitled to full compensation less military pay for the time spent on military leave.

- B. Any regular full time employee who is involuntarily called to full time active military duty during the term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed 180 days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military the employee shall not be entitled to receive County health insurance benefits.

22.12 Volunteer Service.

Employees who are members of the County search and rescue team, state office of emergency services (OES), emergency medical services, or members in good standing of a local volunteer fire department will receive their regular compensation when an emergency situation arises during normal working hours.

- A. Employees shall not claim overtime compensation when the response exceeds the normal workday, nor will employees complete their normally scheduled work during overtime hours.
- B. Any compensation for emergency response available from any other County, state, or federal agency paid directly to the employee that duplicates an employee's regular salary shall be reimbursed to the County.
- C. It is the department head's responsibility to see that coverage of their department is adequately maintained. A County employee volunteer must receive approval from his/her department head, or his/her designee, prior to responding to an emergency call.

SECTION 23. HOLIDAY LEAVE

23.1 Observed Holidays

Holidays observed by the County offices shall be as follows:

New Years Day.....	January 1
Martin Luther King 's Birthday.....	Third Monday - January
Abraham Lincoln's Birthday (traditional) .....	February 12
President's Day.....	Third Monday - February
Memorial Day.....	Last Monday- May
Independence Day.....	July 4
Labor Day.....	First Monday- September
Second Monday in October.....	Second Monday- October
Veterans Day.....	November 11
Thanksgiving Day.....	Fourth Thursday- November
Friday after Thanksgiving Day.....	Friday following Thanksgiving
Christmas Eve (one-half day).....	December 24
Christmas Day.....	December 25
Day after Christmas.....	December 26

New Year's Eve (one-half day).....December 31

23.2 Employee Birthday.

Every permanent full-time or part-time employee will be given one day off for his/her birthday or on such other day as employee may choose. Any employees whose birthday falls on a day within their initial probationary period shall accrue the birthday holiday but cannot take the holiday until the employee has received permanent status.

23.3 Holiday Hours Worked-

A. Saturday or Sunday. When a holiday falls on Saturday, the preceding Friday and not that Saturday shall be deemed to be the paid holiday; and when a holiday falls on Sunday, the following Monday shall be deemed to be the paid holiday.

B. Any regular employee whose regularly scheduled day off falls on a paid holiday shall be entitled to additional hours worked compensatory time off, according to their work schedule, (i.e. 8 hours – receive 8 hours or 10 hours – receive 10 hours.) to be taken at the discretion of the employee but in no case shall it be later than one (1) year from the date of the holiday. Part time staff that does not have a regular set schedule will have their holiday pay prorated based on the FTE status.

C. For employees that are normally scheduled to work weekends, when a holiday falls on such a day as to give Monday through Friday employees a long weekend, those employees scheduled to work weekends may opt to work the holiday at regular pay and take the holiday off in conjunction with their mid-week days off so that they may also get a long weekend.

SECTION 24. VACATION LEAVE

24.1 Eligibility.

Each regular full-time and part-time permanent or probationary employee shall accumulate vacation leave which shall commence with the first month of employment. Only up to sixteen (16) hours of vacation may be taken prior to employee receiving permanent status.

24.2 Calculation.

Vacation accrual will be calculated as follows:

Years of Service	Accrual - Days	Accrual - Hours
1	10	80
2	10	80
3	12	96
4	13	104
5	15	120
6	16	128
7	17	136
8	18	144
9	19	152
10	20	160

24.3 Pro Rata Calculation.

Permanent part-time employees or an employee who is on an approved modified schedule that reduces his or her working hours below full-time shall accrue vacation leave in the same proportion as his or her working hours bear to the working hours of a full-time employee. The calculation shall be based on actual hours worked in the pay period and will not include overtime worked.

#### 24.4 Maximum Accrual.

All full-time employees shall not be permitted to accumulate accrued vacation in excess of thirty (30) days, or 240 hours. Any accrued vacation in excess of thirty (30) days shall be forfeited. The employee shall be given ninety (90) days after exceeding the thirty-day (240 hour) limit to use any vacation over the limit prior to the forfeiture. The Auditor's office shall be responsible for ensuring compliance with this provision.

#### 24.5 Cash-out and Conversion of Accrued Vacation Leave.

- A. Any employee who has attained permanent status and whose employment is terminated without the employee having taken earned vacation, shall be entitled to pay in lieu thereof for the number of hours of working days of vacation (not to exceed thirty (30) working days), to which he or she is entitled. Upon retirement or death, an employee or his or her survivor(s) or estate shall receive compensation at the employee's regular salary for accumulated vacation time.
- B. An employee who has moved from classified status to elected official shall be entitled to payment of vacation and payment of sick leave, pursuant to the provisions of this Agreement.
- C. An employee may, if he/she wishes, convert vacation time that might be forfeited under Subsection 22.9(C.) to sick leave on a day-to-day basis. The employee shall notify the Auditor's office, in writing, of a request for vacation leave conversion to sick leave.

#### 24.6 Scheduling.

Vacation leave is normally scheduled in advance and shall be approved by the employee's department head. The following guidelines shall be used when scheduling employee vacations:

- A. Vacation scheduling shall be by seniority in same classification work unit as defined in Section 17, Seniority.
- B. Employees shall be entitled to sign up for a primary and a secondary vacation for each shift rotation. Primary vacation sign ups shall be a maximum of twenty-one (21) days. Secondary vacation sign ups shall be a maximum of fourteen (14) days.
  - 1. Primary vacation is the employee's first and most desired choice of vacation. The primary vacation cannot be cancelled or altered except for catastrophic or other emergency reasons, or by the mutual consent of the employee and the department head after approved.
  - 2. Secondary vacation is the secondary or optional vacation request of the employee's secondary vacation request.
- C. The extension of vacation days may be granted by the department head.

- D. Vacation requests shall not be unreasonably denied.

#### 24.7 Exceptions.

The following exceptions apply to eligible employees covered under this Agreement:

- A. An employee who has exhausted all leave and is in an unpaid status, whether receiving State Disability Insurance (SDI) benefits or not, shall not be entitled to accrue vacation leave.
- B. Any probationary employee who suffers a work-related injury shall be allowed to use accrued vacation and sick leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County, or its designee.
- C. An employee who is on regularly scheduled vacation and becomes ill may use sick leave for that period of disability and will be required to provide a physician's certification as to the disability. Should the employee provide the employer with a physician's certification as to the disability or sickness, said employee's vacation leave shall be returned to the employee and sick leave shall be utilized in lieu of the originally scheduled vacation.

### SECTION 25. EMPLOYEE HEALTH INSURANCE

#### 25.1 General Health Plan Provisions.

- A. County will provide medical, dental and vision plans for participation by County employees and their qualifying dependents as outlined in this Section. The actual benefits available under the medical plan, the dental plan, and the vision plan for County employees and their dependents will be as described in the benefits booklet and Summary Plan Description document for each type of plan and will apply to all qualifying participants, except that the benefits for employees and their dependents who qualify for Medicare will be described in the benefits booklet and master plan document for Medicare supplemental coverage.
- B. For purposes of the medical plan, County employees shall be defined as all active employees working 30 hours or better, elected officials, and all retired employees. Dependents are specifically defined in the medical, dental and vision plans.
- C. Employees and their dependents will be eligible for medical insurance coverage at the time and upon the conditions specified in the medical health insurance plan. Seasonal and temporary employees and their dependents are not eligible for medical, dental or vision benefits. Intra-County transfers of employment will not affect the employee's eligibility for benefits.
- D. As described in this section, the Plan Year will mean July 1 -June 30 of each year.
- E. As described in this section, actual costs will mean the actual monies expended for insurance plan costs as provided by the Alpine County Auditor's Office for each Plan Year.

- F. State or federal law, enacted subsequent to this agreement, which provides relief from the fiscal obligations of the parties under this agreement, without detriment to the participants, will supersede those provisions. The parties will meet and confer to resolve any issues which arise from subsequent state and federal law regarding health care.
- G. Nothing in this section is intended to alter or otherwise interfere with the parties' rights and obligations to meet and confer in good faith on all health care benefits pursuant to this agreement.
- H. County and the Union will endeavor to work cooperatively to monitor medical, dental and vision insurance alternatives to efficiently and effectively manage these plans. To this end, the parties agree to establish a Health Committee, comprised of two representatives from each represented employee group, including representatives of the Miscellaneous Bargaining Unit, for ongoing efforts in this area. Structural or benefit modifications to the medical, dental and vision plans will be subject to the meet and confer process.

25.2. Maximum Contribution - Cost Sharing.

Effective the first pay period following the adoption of the MOU the County will provide a Maximum Contribution to the SDRMA Plans as follows:

Single	\$ 900.00 monthly cap:
Employee+ 1	\$1600.00 monthly cap:
Family	\$2100.00 monthly cap:

Retirees and their dependents shall not be eligible for vision benefits, unless such coverage is available at no additional cost to the County and is mutually agreed to by the County and Union.

25.3 Eligibility for Post-Retirement Health Benefits.

Employees and their dependents will be eligible for medical insurance coverage at the time and upon the conditions specified in the medical health insurance plan. Seasonal and temporary employees and their dependents are not eligible for medical, dental or vision benefits. Intra-County transfers of employment will not affect the employee's eligibility for benefits.

- A. Employees employed before July 1, 1997 are eligible for medical and dental benefits at retirement as long as they have been employed by Alpine County for five years of full-time service as defined by PERS, and retire from Alpine County. Part-time employees employed before July 1, 1997 must be employed by Alpine County for at least the equivalent of 5 years full-time service as defined by PERS to be eligible for medical and dental benefits at retirement. Part-time employees must also retire from Alpine County to be eligible for medical and dental benefits at retirement.
- B. Employees employed on or after July 1, 1997 must have ten (10) years of fulltime service with Alpine County as defined by PERS to be eligible for medical and dental benefits, and must retire from Alpine County. Part-time employees employed on or after July 1, 1997 must have the equivalent of ten years of fulltime service with Alpine County as defined by PERS to be eligible for medical and dental benefits upon retirement from Alpine County.
- C. Employees employed on or after November 22, 2000 must have twenty (20) years of continuous full-time service with Alpine County as defined by PERS to be eligible for medical and dental benefits at retirement. Employees eligible for health benefits must

retire from Alpine County at the age of 55 or greater. Said health insurance coverage is provided for the employee only. Upon reaching the age of eligibility for Medicare, the County will provide a Medicare Supplement of its choosing for the continued coverage of eligible retirees under this section.

#### 25.4 Cost Sharing - Post Retirement Benefits.

- A. Pre and Post 1995 eligible retirees and/or spouses are required to enroll in Medicare Part A and Part B.
- B. Pre and Post 1995 eligible retirees and/or spouses will be converted to a Medicare Supplement Plan of their choice and a retiree Delta Dental Plan.
- C. County will provide a maximum contribution of Four Hundred Dollars (\$400) per month per eligible retiree.
- D. Eligible retirees and/or spouses choosing AARP Medicare Supplement plan and dental plan that exceed the maximum contribution will be responsible for paying the difference. Alpine County will invoice the retiree for any changes that exceed the maximum contribution of \$400.
- E. Retirees that are not eligible for Medicare shall be included in the County employee health insurance plan with cost sharing the same as with active employees.

### SECTION 26. OTHER EMPLOYEE BENEFITS

#### 26.1 Class A License.

All employees required to maintain a Class A license with endorsements will be provided with release time, the use of a County vehicle to take the examination, reimbursement for license fees and reimbursement for fees which are above and beyond the fees incurred for a Class C license. Required medical examinations will be provided either through the Alpine County Health Department, at no cost to the employee or through a private physician to be reimbursed as provided by health insurance coverage.

#### 26.2 Clothing and Equipment.

- A. All employees in the Public Works Department road maintenance crew shall be furnished with five (5) work shirts every year; said shirts must be worn by the employee while on duty. The County has reviewed the cost and availability of vision protection eye wear through the vision care provider. This eye wear may be obtained. Employees may acquire the eye wear in lieu of the regular frame and lens provision of the Plan so long as there is no additional cost to the County. In addition, each employee shall be furnished with a Cal-OSHA approved hard hat, protective eye wear, and ear protection. All employees shall be furnished with foul weather clothing, gloves and adequate overshoes. Each employee shall be furnished with a bright orange vest to be worn over his/her clothing in cold weather. Road Department and Building and Grounds employees will receive two boot reimbursements of One Hundred Fifty Dollars (\$150) per year (Summer/Winter). Employees subject to boot reimbursement shall submit a receipt for purchase in order to be eligible for payment.

- B. Damage to any of this equipment while on duty shall be considered to be in the line of duty and the employer shall promptly repair or replace the damaged article.
- C. All employees in the Building and Grounds Department shall be furnished with eye and face protection, hearing protection, head protection, and respiratory protection pursuant to Cal-OSHA guidelines. Foot protection, hand protection and body protection are a condition of the job and the responsibility of the employee.
- D. The County shall provide the loan of rain gear (overboots, raincoat, rain pants, rain hat) and safety vests to employees other than regular full-time employees, who are already covered in this Agreement.

26.3 Deferred Compensation.

Every regular employee may enroll in a deferred compensation annuity program offered by a carrier through the County in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.

26.4 Disability Insurance.

Every employee shall be eligible for the State Disability Insurance (SDI) Program. The premiums for said State Disability Insurance (SDI) Program shall be deducted monthly by the County Auditor from all employees' pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

26.5 Educational Reimbursement.

An employee covered by this agreement shall be considered for tuition reimbursement for job related education courses when in the best interest of the County and recommended and approved by the department head. The County shall pay up to four hundred dollars (\$400.00) per year toward an employee's books and/or tuition for job related educational courses, if approved by the department head, subject to the following conditions: 1) employee must complete course work on his or her own time; 2) the course must be provided through an accredited university, college or recognized trade school; 3) course must be in a field related to the employee's position; and employee must demonstrate grade of- C - or better.

26.6 Employee Assistance Program.

Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the County. Confidential information on eligibility and specific counseling services is available to employees from the Administration Office or the Auditor's Office.

26.7 Health examinations.

The County agrees to provide cost reimbursements on an annual basis for DMV physicals and related costs which are required by the County and are not covered by the employee's medical insurance.

## SECTION 27. RETIREMENT BENEFITS

### 27.1 Retirement formula.

Employees covered by this Agreement will participate in the California Public Employees' Retirement System. The County shall maintain its contributions to PERS for the term of this Agreement. All employees who are eligible to participate as set forth in the contract between the County and PERS shall participate therein according to said contract, as follows.

- A. The PERS plan for all employees includes the following options:
  - 1. 2% @ 55 Miscellaneous Full Formula for any employee hired before 12/31/2012
  - 2. 2% @ 62 Miscellaneous Full Formulas for any New CALPERS Member employees' hired after 1/1/2013 as defined under the Public Employee's Pension Reform Act of 2013.
  - 3. Sec. 20042 = One-year final compensation
  - 4. Sec. 20965 = Credit for unused sick leave (at the rate of 0.004 year of service for each day of unused sick leave)
  - 5. Sec. 21624 and 21626 =Post-Retirement Survivor Allowance
  - 6. Section 21427 =Improved non-industrial disability allowance
  - 7. Sec. 21572 =Increased level of 1959 Survivor Benefits
  - 8. Sec. 21024 = Military Service Credit as public service
- B. Participation in the PERS plan discontinues employee participation in the Social Security System.

### 27.2 Employee / Member Contributions to PERS.

Effective January 1, 2015, the employees will begin to contribute the full CalPERS employee-side member retirement contribution. Effective the same date, January 1, 2015, employees will be granted offsetting increases to special compensation:

All employees who, on January 1, 2015, have:

- 6-10 years of County service will receive a one-time 2% permanent special compensation increase
- 11-15 years of County service will receive a one-time 4% permanent special compensation increase
- 16-20 years of County service will receive a one-time 6% permanent special compensation increase
- 21+ years of County service will receive a one-time 7% permanent special compensation increase

In order to receive said increase, employees must have been continuously employed by the County with no break in service.

### 27.3. IRC 414(h)(2).

The County of Alpine has implemented the provisions of Section 414(h)(2) of the Internal Revenue Code (IRC) on behalf of employees covered under the terms of this Agreement.

## SECTION 28. DISCIPLINARY ACTIONS

28.1 Discipline.

Discipline includes but is not limited to suspension without pay, demotion, reduction in pay within the employee's salary range, and dismissal. Disciplinary action shall be taken only for just and sufficient cause which shall include the following.

1. Absence without authorized leave.
2. Incompetency.
3. Inefficiency.
4. Dishonesty.
5. Neglect of duty.
6. Fraud in securing appointment.
7. Being under the influence of or use of any controlled substance, narcotic or alcohol while on duty.
8. Conviction of a felony or job-related misdemeanor.
9. Abusive or discourteous treatment of the public or other employees.
10. Disorderly or immoral conduct while on duty.
11. Insubordination or willful disobedience.
12. Misuse of County property.
13. Failure to abide by the rules, regulations and policies established by the County that are presently in force.
14. Evident unfitness or unsuitability for services; inability or incapacity to perform assigned job duties.
15. Refusal or knowing failure to perform work in accordance with County or state job safety requirements.
16. Breach of confidentiality as covered by County or departmental policy.
17. Engaging in any employment activity, or enterprise, which is incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
18. Engaging in discriminatory activity or sexual harassment against one or more persons protected under County policy and state or federal law as described in Section 9.3 of this Agreement.
19. Violation of concerted activities provision.
20. Improper political activity conducted in violation of statute or judicial decision.
21. Intentional falsification of time records.

28.2 Department Head Responsibility.

The department head is responsible for the maintaining proper conduct and performance of his/her department. An employee who has permanent status, except as otherwise provided herein, may be disciplined by his/her department head for just and sufficient cause only.

28.3 Initiating Discipline.

The County may begin discipline at any level, depending upon the employee's conduct but shall practice progressive discipline when warranted under the facts. Prior to initiating any discipline as hereinafter provided, the appointing authority considering discipline consisting of dismissal, suspension without pay, demotion or reduction of wages shall first review the matter with the Personnel Department.

28.4 Verbal Warnings and Written Reprimands

Verbal warnings and written reprimands shall be considered part of the progressive disciplinary process but shall not be subject to an appeal or entitle the employee to a Skelly hearing. In the case of a written reprimand placed in the employee's personnel file, the employee may submit a written response within ten (10) calendar days of receipt of the reprimand and may request in writing within ten (10) calendar days of receipt of the reprimand a meeting with the Department Head and the employee's chosen representative.

28.5 Evidence In Support of Discipline

All evidence supporting disciplinary action may be considered. This includes evidence of prior notice to the employee of similar conduct or prior disciplinary action against the employee.

28.6 Diversion and Employee Assistance Programs

In matters involving proposed discipline against an employee, the County may, at its sole discretion, allow the employee to enter a substance and/or alcohol abuse program under terms acceptable to the County, or may refer an employee to the Employee Assistance Program (EAP); and may also consider reductions in proposed discipline, except as otherwise required by law. Information regarding the EAP program is available through the Administration office or Risk Management representative.

28.7 Disciplinary Action Procedures.

The following procedure is hereby established for disciplinary action taken by a department head against employees under this Memorandum of Understanding.

A. Administrative Leave. Upon approval of the CAO, an employee against whom disciplinary action is proposed may be immediately placed on administrative leave, with pay, upon verbal notification pending a notice of intended disciplinary action. Administrative leave with pay is not considered disciplinary action. In addition and only in circumstances where the CAO, in his/her sole opinion, believes that the employee's continued active duty status might constitute a hazard to the employee or others, or prolong acts or omissions of serious improper conduct including, but not limited to: theft of county property, sexual harassment, allegations of a criminal nature, excluding infractions, and violence in the workplace, the CAO may determine to place an employee in a status of summary suspension without pay. If a disciplinary action is not subsequently ordered and/or affirmed, the employee so affected shall be restored all base pay and benefits lost as a consequence of the summary suspension.

B. Initial Notice of Intended Disciplinary Action and Skelly Rights. Prior to the proposed imposition of disciplinary action the department head shall give written notice to the employee. The written notice of intended disciplinary action shall be personally delivered to the employee or sent to the employee by certified mail to the employee's last known mailing address. If the affected employee cannot be served in person or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service. The contents of the written notice shall include, but need not be limited to, the following:

1. A statement in ordinary and concise language outlining in detail the specific violations of department and/or County rules, regulations, ordinances, policies, or any state or federal law that the employee is alleged to have violated.

2. The contemplated disciplinary action and the reason(s) for that specific action.
  3. Copies of all materials pertaining to the charges, including but not limited to, tape recordings, reports, memorandums, transcripts, witness statements, and all other available materials and evidence.
  4. Notice that the employee may request a pre-disciplinary hearing within ten (10) calendar days of delivery or mailing of the intended disciplinary action notice. Such request must be made in writing and addressed to the department head. The pre-disciplinary hearing may be waived by the employee, either by written waiver or by failure to submit the written request for pre-disciplinary hearing within the time allowed. The pre-disciplinary hearing shall be before the Alpine County Administrative Officer or his/her designee as the Skelly Hearing Officer. The employee shall be afforded a reasonable opportunity to respond orally or in writing at the hearing.
  5. A complete statement of the employee's rights and responsibilities as they pertain to the Disciplinary Action and Appeals Procedure including the employee's right to be represented during such hearings and any other step in the appeal process.
- C. Final Notice of Disciplinary Action. Within fourteen (14) calendar days following the pre-disciplinary hearing, or as soon after as reasonably possible if the disciplinary action is still contemplated, the Skelly Hearing Officer shall serve upon the employee a determination after hearing. In the event disciplinary action is sustained, the determination shall include Notice of Disciplinary Action setting forth the decision of the Skelly hearing officer and the order of discipline, which shall include the effective date of the disciplinary action.
- D. Effective Date of Discipline. Discipline imposed pursuant to this section shall not be effective until either (a) the employee waives or does not request a Skelly hearing within ten (10) calendar days of receiving Notice of the intended disciplinary action; or, (b) the date that the Skelly Hearing Officer provides Notice of their determination after hearing in the Notice of Final Disciplinary Action to the employee, whichever is later.
- E. Administrative Appeals Process. All members of the bargaining unit having successfully completed the applicable probationary period, shall have the right to appeal, in writing and addressed to the Department Head, any form of punitive or disciplinary action affecting compensation and pay of the employee, including but not limited to, termination, demotion, suspension, and reduction in pay within ten (10) calendar days of the discipline becoming effective. If an employee fails to appeal within the prescribed ten (10) calendar day time period, all further appeal steps are waived. All time requirements in this Section are subject to modification or waiver by mutual consent of the parties.
1. Binding Arbitration. If the employee timely files an appeal of disciplinary action in writing, the County shall, within ten (10) calendar days of receipt of such appeal, request a list of five (5) arbitrators from the State Mediation and Conciliation Service (CSMCS). After receipt of the list of potential arbitrators, the Parties shall, within ten (10) calendar days, confer to strike names from the list in alternating fashion, with the Party holding the first strike determined by coin toss. The last arbitrator on the list shall be selected. Alternatively, the employee and County may by mutual agreement, select a different arbitrator to hear the appeal.

2. Arbitration hearings shall be conducted pursuant to the Arbitration Hearings Procedure contained in Section 30 of this MOU.
- F. Notwithstanding the above Appeal Process, the only appeal process available to employees covered by the State Merit System Services is to the California State Personnel Board.

## SECTION 29. GRIEVANCES

### 29.1 Definition.

A grievance is a claimed violation or misinterpretation of the provisions of this Agreement. A grievance is not an available remedy for review of disciplinary actions or for any other issue not directly and expressly covered by the provisions of this Agreement.

### 29.2 Informal resolution.

Employees are encouraged by both parties to this Agreement to meet with their department head to discuss the issue that they are concerned about prior to filing a formal grievance.

### 29.3 Process for filing grievance.

Employees covered by this Agreement shall use the following procedure for submitting grievances:

- A. Informal Grievance Procedure: Within fifteen (15) calendar days of the event giving rise to a grievance, the issue shall be presented in writing to the department head or other appropriate authority. Use of the informal grievance process shall be a prerequisite to the institution of a formal grievance.
- B. Formal Grievance Procedure: If the issue is not resolved by informal means, a formal grievance may be instituted, in writing, within ten (10) working days after conclusion of the informal process. The writing shall contain the factual and legal basis for the grievance and a proposed resolution, including the following:

Required information: Any grievance shall contain the following information:

1. The employee name, class title, department, and mailing address.
2. The specific provision of this Agreement alleged to have been misapplied, misinterpreted, or violated.
3. The facts and legal basis pertinent to the grievance, including the names, dates, places and incidents necessary for an understanding of the grievance.
4. The alleged adverse effect upon the grievant resulting from the alleged misapplication, misinterpretation, or violation.
5. The remedy for such alleged adverse effect sought by the grievant.
6. The date of execution of the grievance and the signature of the grievant.

The written formal grievance shall be filed with the County Clerk who shall forward the grievance to the individual designated by the Board to decide formal grievances. The Board designee may meet with the grievant, his or her employee organization representative, and the department head to seek a mutually acceptable resolution to the grievance. If no resolution is reached, the Board designee shall issue a formal response to the grievance within ten (10) calendar days or as soon after as is practical.

- C. Appeal from Formal Grievance Decision. If the employee is unsatisfied with the Board agent response, or if no response is received within the ten (10) calendar days provided, they may appeal the determination to Arbitration by filing a written request to appeal with the County Clerk.
- D. If the employee timely files an appeal of grievance in writing, the County shall, within ten (10) calendar days of receipt of such appeal, request a list of five (5) arbitrators, from the California State Mediation and Conciliation Service (CSMCS). After receipt of the list of potential arbitrators, the Parties shall, within ten (10) calendar days, confer to strike names from the list in alternating fashion, with the Party holding the first strike determined by coin toss. The last arbitrator on the list shall be selected. Alternatively, the employee and County may, by mutual agreement, select a different arbitrator to hear the appeal.
- E. If the employee/grievant fails to file an appeal at any step within the prescribed time period, the grievance shall be considered abandoned and such failure shall constitute a waiver of any additional steps of the appeal process. Timeframes in this section are jurisdictional.
- F. Arbitration hearings shall be conducted pursuant to the Arbitration Hearings Procedure contained in Section 30 of this MOU.

#### SECTION 30. ARBITRATION HEARINGS AND AUTHORITY OF THE ARBITRATOR

Once an arbitrator has been selected by the Parties to hear a dispute involving a disciplinary action or grievance appeal that has been timely filed pursuant to the terms of this MOU, the County shall, within ten (10) calendar days, notify the arbitrator of their selection to hear the dispute. The arbitration process is the final step in the Discipline and Grievance Appeal process, and shall proceed as follows:

- A. The Arbitration hearing shall be scheduled at the earliest possible available date, taking into account the schedules of the Arbitrator, the Parties, availability of potential witnesses and each Party's need for discovery and preparation for hearing. Hearings shall be conducted at a time and place convenient to all parties.
- B. The Arbitrator shall have the power to issue, and shall issue, subpoenas and subpoenas duces tecum upon the request of individuals who are non-licensed persons in a representative capacity to the appeal, that compel attendance of an individual at hearing or production of an item. Licensed members of the State Bar in a representative capacity may also issue subpoenas and subpoenas duces tecum.
- C. Ex Parte communications with the Arbitrator that are related to the case, on all but purely procedural matters, are not permitted.
- D. A party wishing to have the proceedings reported may provide, at their own expense, a certified shorthand Court Reporter. If such is requested by the Arbitrator, the parties shall

divide the cost of the Court reporter equally. Each party shall bear their own costs for preparation and copies of transcripts.

- E. The moving Party to the dispute bears the burden of proof, on a balance of probabilities. For disciplinary action appeals, the County is deemed the moving party.
- F. Each Party shall have the opportunity to present evidence, call and cross examine witnesses and make argument in support of their position.
- G. The Arbitrator is not bound by the strict or technical rules of evidence. The Arbitrator shall, however, exclude irrelevant, immaterial or unduly repetitious evidence, or such evidence as may be excluded on constitutional grounds upon proper objection. The Arbitrator may exclude objectionable evidence in the absence of a proper objection. Hearsay evidence shall not be excluded solely on the grounds that it is hearsay, but hearsay alone is insufficient for proof of the material fact that it contains.
- H. The Arbitrator shall determine, in consultation with the Parties, whether the closing shall be by oral argument or by post-hearing briefs. After closing argument or briefs, the Arbitrator shall issue a written decision based solely on the testimony and evidence contained in the record, and shall have no authority to alter, amend, subtract or add to the provisions of the MOU between the Parties in any way.
- I. The decision of the Arbitrator shall be final and binding upon the Parties.
- J. Costs and fees, including: transportation, lodging, costs to attend the hearing, costs for preparation of the decision and order; charged by the Arbitrator shall be divided equally between the Parties.

#### SECTION 31. SEVERABILITY

If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the County which shall render invalid, or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect. In the event of such severance of a provision of this Agreement, the County and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

#### SECTION 32. - ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative codes, provisions of the County, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Agreement is not intended to conflict with Federal or State law.

Notwithstanding the provisions of Section 32, Paragraph 1, there exists within the County certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or County ordinances, they shall continue subject to being changed by the County in accordance with the exercise of County rights under this Agreement and applicable state law.

SECTION 33. - WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

Except where required by the terms of this Agreement, during the term of this Agreement, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even in the contemplation of the parties hereto during the negotiations leading to this Agreement. Regardless of the waiver contained in this Section, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

SECTION 34. - EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder national emergency, or similar circumstances, provisions of this Agreement or the Personnel Rules and Regulations of the County which restrict the County's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Union shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions in the Agreement and any personnel rules and policies.

SECTION 35. SIGNATURES

COUNTY OF ALPINE

By: \_\_\_\_\_  
David Griffith  
Chair, Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Alpine County Counsel

OPERATING ENGINEERS LOCAL 3

By: \_\_\_\_\_  
Mike De Anda, Business Agent

By: \_\_\_\_\_  
Sara Center, Alpine County Miscellaneous Bargaining Unit Representative

By: \_\_\_\_\_  
Mathieu David, Alpine County Miscellaneous Bargaining Unit Representative

By: \_\_\_\_\_  
Gabe Chavarin, Alpine County Miscellaneous Bargaining Unit Representative

By: \_\_\_\_\_  
Katie Johnston, Alpine County Miscellaneous Bargaining Unit Representative