

MEMORANDUM OF UNDERSTANDING



*Del Norte County
Employees
Association,
Local 1311,
AFSCME*

January 2002

MEMORANDUM OF UNDERSTANDING

ARTICLE I

This Memorandum of Understanding (MOU) is entered into the 1st day of January 2002, by the County of Del Norte (hereinafter referred to as "County") and Del Norte County Employees Association, Local 1311, The American Federation of State, County and Municipal Employees (hereinafter referred to as "AFSCME" or "Union"), under the authority of Government Code Section 3500 et seq.

Recognition: The County of Del Norte recognizes and certifies AFSCME District Council 57, Local 1311 as the exclusive representative for all County employees other than management (Department Heads) and employees represented by another bargaining unit.

ARTICLE II DEFINITIONS

- 2.1. **Definitions:** The following definitions shall be applied throughout this MOU:
- 2.2. **Anniversary Date:** The annual date of an employee's beginning performance of the duties of a given permanent position. The anniversary date may change as an employee changes positions, or is promoted or demoted.
- 2.3. **Appointing Authority:** A unit or department head to whom authority is delegated to make the appointment to fill a vacant position and to remove employees from employment.
- 2.4. **Career Ladder:** A series of positions in a particular class that may consist of entry, journey and/or lead person levels.
- 2.5. **Class:** A group of positions sufficiently alike in responsibilities and authority so as to require similar qualifications, so that the same schedule of compensation (salary rate) may be made to apply with equity.
- 2.6. **Classification:** The process of job analysis and documentation by which newly-created positions are defined and delineated in a formal class description, and assigned a specific rate of pay.
- 2.7. **Class Description:** That document, commonly called a job description, which defines the duties, responsibilities, required skills, training and education applicable to incumbents in a class.
- 2.8. **Continuous Service:** Uninterrupted employment with the County from the effective date of employment, on a continuous paid status basis. A County-approved paid leave of absence does not constitute interruption of employment.
- 2.9. **Corrective Action Plan:** A written plan devised by the appointing authority to rectify or improve substandard performance.

- 2.10. **Demotion**: Movement of an employee from one position to another position having a lower maximum salary range.
- 2.11. **Department**: A distinct branch of County government which may consist of one or more units.
- 2.12. **Department Head**: A person who manages a department of County government and who reports directly to the Board of Supervisors.
- 2.13. **Dismissal**: Termination of employment with Del Norte County for reasons attributable to the employee.
- 2.14. **Division**: A functional unit of County government within a department.
- 2.15. **Division Head**: A director, manager or supervisor of a division.
- 2.16. **Employee**: Any person legally occupying a position in the County service.
- A. **Confidential Employee**: An employee so designated by the Board of Supervisors who has access to privileged and confidential information relating to the County's administration of employer-employee relations and other personnel matters. Employee's access to these confidential matters shall be strictly limited to the areas of work in which they are normally engaged.
- B. **Extra Help Employee**: An employee who works to cover vacations, sick leave or other anticipated or unanticipated absences of a permanent full-time or part-time employee on a limited term basis.
- C. **Limited-Term Employee**: An employee who works in a program of a limited duration, duration to be specified at commencement of employment. Limited-term employees are paid per unit of work or on an hourly basis. Limited-term employees shall not accrue holidays, vacation, sick leave benefits or be entitled to group insurance or other types of benefits provided to permanent employees, nor shall they be covered by the provisions of this MOU.
- D. **Exempt Employee**: An employee classification status that establishes that the employee is not subject to FLSA overtime provisions. Overtime and compensatory time off will be provided pursuant to Section 4.24 of this MOU.
- E. **Non-Exempt Employee**: An employee classification status that establishes that the employee is subject to FLSA overtime provisions.
- F. **Non-Covered Official/Employee**: A management classification status that designates that the official is not covered under the overtime provision of the FLSA.

G. **Mid-Management/Professional Employee:** An employee classification designated by the Board of Supervisors engaging in specialized and responsible work requiring knowledge acquired by prolonged course(s) of specialized instruction or study and whose work may include management duties of a department, division or unit who carries out the departmental management policies.

H. **Probationary Employee:** An employee serving in a permanent full-time or part-time position who has not completed the six-month or one-year probationary period for the position as required in Article VI of this MOU.

I. **Provisional Employee.** An employee filling a permanent full-time or part-time position while awaiting certification from an eligibility list or completion of hiring procedures. Provisional employment must be approved by the Personnel Officer. Under no circumstances will an employee be in a provisional status for more than ninety (90) days unless approved by the Board of Supervisors.

2.17. **Fair Labor Standards Act:** A federal law, enacted in 1938 and subsequently amended to include county government that governs minimum wage, overtime pay, equal pay, child labor standards and record keeping requirements. Not all employees of local government are affected by the FLSA. Certain positions are covered by the FLSA but exempted from specific provisions. Positions affected by the FLSA are designated as exempt, non-exempt and not covered. For purposes of this MOU the designations apply to the overtime provisions.

2.18. **Immediate Family:** The husband, wife, parent, brother, sister, child, grandparent or grandchild of the employee and parent of the employee's spouse.

2.19. **Layoff:** Termination of employment based upon policy decision of the Board of Supervisors.

2.20. **Leave of Absence:** Absence from duty on paid or unpaid basis under the provisions of Article V of this MOU.

2.21. **Position:** A collection of tasks, duties and responsibilities assigned to and performed by one employee, authorized by the Board of Supervisors.

A. **Emergency Position:** A position which is authorized by the Board of Supervisors during an emergency situation in order to prevent stoppage of public business, loss of life, or damage to persons or property. Entitlement to benefits will be determined by the Board of Supervisors on a case-by-case basis.

B. **Grant Position:** A position of limited duration created as a result of County participation in Federal or State programs. Employees shall be entitled to those benefits as required in the grant program. Should funding cease for the grant program or portions of the grant program, the affected position(s) shall be terminated.

C. **Permanent Full-Time Position:** Any position, approved by the Board of Supervisors, in which the employee works a continuing year-round shift of thirty-five (35) or more hours per week.

D. **Permanent Part-Time Position:** A position, designated by the Board of Supervisors to be permanent, in which the employee works a continuing, year-round shift averaging fifteen (15) hours or more per week. All these employees are entitled to benefits provided permanent full-time employees under this MOU, but such benefits may be prorated in proportion as the part-time employees regular weekly hours bear to full-time hours for that position.

E. **Provisional Position:** A position created for evaluation of the position's effectiveness for a period of time as specified by the Board of Supervisors.

F. **Work Experience Position:** A temporary position which is designed to provide job training to persons who might not otherwise be able to compete in the labor market for regular positions, or a position established to give temporary on-the-job training for full-time students.

2.22. **Probationary Period:** A period regarded as part of the examination process, which provides the appointing authority an opportunity to observe and evaluate an employee's competence and ability to perform the assigned duties satisfactorily.

2.23. **Promotion:** The movement of an employee from a position in one class to a position in a class with a higher maximum salary rate, or an increase in rate of pay for an employee's current position as a result of a reclassification.

2.24. **Reclassification:** The process of job analysis and documentation by which positions are re-defined in response to changes in the duties, responsibilities and skills required of the incumbents. Reclassified positions may be assigned to different pay rates when justified by the degree of change. Reclassification does not affect an employee's anniversary date, unless reclassification results in a promotion.

2.25. **Regular Working/Business Day:** The regular working/business day for employees is Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, except as follows:

A. Those positions designated by the Board of Supervisors as seven (7) hours per day, thirty-five (35) hours per week, shall commence work at 9:00 a.m. instead of 8:00 a.m.

B. Those positions designated by the Board of Supervisors as ten (10) hours per day, forty (40) hours per week, shall commence work at 7:00 a.m. and work until 6:00 p.m. four (4) days per week as determined by the appointing authority. All employees within a department need not work the same four days of the week.

C. The appointing authority, with the approval of the Personnel Officer, after consultation with the Union, may establish an altered work schedule for particular employees to meet the special or unusual needs of the department or the employee.

D. The appointing authority or the employee's immediate supervisor, when authorized by the appointing authority, may authorize an employee to work an altered work schedule not to exceed one (1) week where the needs of the employee make an altered work schedule either necessary or convenient and neither the department nor other employees are unduly affected thereby. In no case shall such altered work schedule be approved if to do so would result in a violation of the Fair Labor Standards Act or require the payment of overtime compensation.

E. All employee requests under this section shall be made in writing to the department head. Any response to the request made under this section shall be delivered to the employee within fourteen (14) days of the request.

2.26. **Suspension:** Temporary separation of an employee from County service without pay for disciplinary reasons. Suspensions may occur only as a result of a disciplinary action conducted under the provisions of Article XII of this MOU, or the provisions of Local Agency Personnel Standards (LAPS).

2.27. **Transfer:** Movement of an employee from one position to another.

A. **Demotional Transfer:** Movement of an employee from one position in a class to a different position in the same class series at a lower rate of pay (from III to II, or from II to I), or to a position in a different class with a lower rate of pay.

B. **Lateral Transfer:** Movement of an employee from one position in a class to a different position in the same class and at the same rate of pay.

C. **Promotional Transfer:** Movement of an employee from one position in a class to a different position in the same class series at a higher rate of pay (from I to II, or from II to III), or to a position in a different class with a higher rate of pay.

2.28. **Y-Rate:** A personnel action by the County by which an employee who is placed in a class with a lower maximum pay rate continues to receive the specific bi-weekly rate of pay s/he received in the higher class until such time as the rate of pay of the lower class exceeds that specific rate.

ARTICLE III

GENERAL INFORMATION

3.1. **Employee Union:** Employees are eligible to join the Union. Executive management and confidential employees shall not represent an employee or the Union in any disciplinary action or grievance, or meet and confer procedure, nor shall a mid-management/professional employee represent an employee within his/her department in any of those proceedings.

A. The County shall grant up to eight (8) hours per month Union release time for the Local union president or designee to attend meetings of the Del Norte County Board of Supervisors whenever an agenda item affects the Union or members of the Union. The County shall

allow up to twenty-four (24) hours per month Union release time for the Local Union president, or designee, to conduct Union business. This release time shall be without loss of compensation and shall not be accumulated

B. The Union is entitled to use the County inter-departmental courier to carry official Union communications between the Union and the County, and between the Union and its members.

C. The Union shall be entitled to use County Central Services for the printing and collating of official Union communications. The Union shall pay for these services at the rates charged other non-County organizations, in accordance with established procedures.

D. Release time for negotiations shall be in excess of any other negotiated time referred to herein.

E. Once an employee applies for membership in the Union, they agree to maintain their membership and cannot revoke said membership except for a period of time thirty days prior to the expiration of this agreement or any time that there is no agreement in place.

F. Two (2) AFSCME Local 1311 appointed members or in their absence, alternates shall participate, without loss of compensation, on the Board of Supervisors Finance Goal Committee.

3.2. **State Disability Insurance:** All qualified employees are covered by the State Disability Insurance plan with the sick leave integrated option, which is administered by the State of California. Qualified employees have a payroll deduction which is based on gross salary. The employee is entitled to use sick leave and/or vacation to supplement the benefit payment to an amount equal to, but no greater than, the employee's salary.

3.3. **Production and Distribution of MOU:** The County agrees to produce and provide copies of this MOU and any amendments later agreed to, if any, to each current employee in the bargaining unit. The County will provide a copy of this MOU and amendments, if any, to new employees upon employment during orientation. The County will provide a final draft of the MOU within fourteen days of ratification and adoption for signature. DNCEA will respond to the final draft within fourteen days of receipt of the final draft. The County will endeavor to produce these copies within thirty days of the signing of the MOU and any amendments.

3.4. **Conflict of Interest:** Del Norte County has a conflict of interest code and employees may be required to declare their private financial interests. (Attachment A – *Conflict of Interest Code for Del Norte County*)

ARTICLE IV

COMPENSATION AND HOURS OF EMPLOYMENT

4.1. **Salary Schedule:** The salary schedules for all positions in the bargaining unit are available upon request from the Personnel Office. There are separate salary schedules for employees assigned seven (7) hours of duty per day, and those assigned (8) hours of duty per day.

4.2. **Beginning Salary:** Newly-hired employees shall be compensated at step A of the appropriate salary schedule and range. Where it is difficult to hire qualified personnel or where a person of unusually high qualifications is hired, the appointing authority may request the Board of Supervisors to appoint at a higher step, but in no event higher than step C. The Board of Supervisors must approve appointment at a step higher than step A.

A. **Shift Differential:** (Effective first full pay period 2002) Three dollars (\$3.00) per shift shall be paid to those employees required to work a regular shift of eight hours or more between the hours of 3 PM and 8 AM. The shift differential shall not be paid to those employees working in excess of eight hours on an overtime basis that extends between those hours.

B. **Bilingual Pay:** (Effective first full pay period 2002) An employee in a position that has been approved as requiring the use of bilingual skills on a continuing basis averaging 10 percent of work time may qualify for bilingual pay. Use of bilingual skills includes any combination of conversational, interpretational, or translation work. The 10 percent standard is verified on a quarterly basis and is based upon the time spent conversing, interpreting or transcribing in a second language during time spent on closely related activities performed directly in conjunction with the specific transaction.

B.1. The position must be in a work setting where bilingual skills are required to meet the needs of the public in either a direct public contact position or an institutional setting, or the position is utilized to perform interpretation, translation or specialized bilingual activities in conjunction with the departmental function.

B.2. Upon qualification employees in the designated positions shall be compensated at a rate of seventy-five dollars (\$75.00) per pay period. Continuing payment shall be based upon the quarterly verification and approval by the department head. In the event of two or more employees in a department with bilingual skills, the department head may request certification of those skills and shall appoint from the list of certified.

B.3. Effective January 1, 2002, employees currently receiving a bilingual differential based upon five percent (5%) whose differential rate is over seventy-five dollars (\$75.00) shall not be decreased or increased and shall continue at that rate until such time as the five percent (5%) differential is less than the flat rate differential.

4.3. **Probationary and Annual Salary Increases:** Employees who are subject to a six (6) month probationary period, who attain permanent status shall progress from their current step to the next step within a range on the salary schedule effective with the employees' attainment of permanent status. Employees shall progress from one step to the next within a range on the salary schedule each year on the employee's anniversary date until step E is attained, provided the employee's work performance rating is at a satisfactory level or above. In the event of a below satisfactory rating, the

step increase shall be effective upon attaining a satisfactory rating following completion of a corrective action plan. The department head will make recommendation to the Personnel Officer for approval. Any employee whose performance is determined below satisfactory shall be given fifteen (15) days notice prior to the step increase due date that a step increase will not be provided.

4.4. **Longevity Step Increases:** After completion of ten (10) years of uninterrupted, continuous service; an employee shall advance to step F of the appropriate range. After completion of fifteen (15) years of uninterrupted, continuous service, an employee shall advance to step G of the appropriate range. After completion of twenty (20) years of uninterrupted, continuous service, an employee shall advance to step H of the appropriate range. An employee on step F, G, or H, if promoted, will remain at their longevity step in the new salary range.

4.5. **Step Placement After Promotion or Open Hiring:** If an employee is promoted or applies and is selected through open hiring for a position in a higher class, the employee shall be placed at the lowest step of the new salary range that insures a minimum of a 5% increase in salary; provided, however, that this provision shall not conflict with Section 4.4. In the event the promotion or open hiring places the employee in a class paid less than 5% more than the old class, the employee will be placed at the same step in the new range that s/he held in the old range.

4.6. **Y-Rating:** An employee who is Y-rated shall continue to receive the exact biweekly salary received at the time the y-rate is implemented, until such time as the dollar value of the salary range to which s/he is assigned increases to a level above the y-rate placement, at which time the employee will again be eligible for step and cost-of-living increases.

4.7. **Working Out of Class:** This provision shall apply when an employee is specifically assigned, on a temporary basis, the full range of duties of a higher-level position, in which there is no incumbent or in which the incumbent is on a paid or unpaid leave of absence, or is for some other reason away from the job. Compensation shall be at the pay rate of the higher-level position, and shall be calculated as though the employee had been promoted to the higher-level position.

A. Employees, except those provided for in B and C below, shall be compensated at the higher rate from the first day provided they work at least five (5) consecutive days in the higher-level position.

B. Employees designated as mid-management/professional shall be compensated after working twenty (20) consecutive days in the higher level position.

C. Employees whose job description includes assuming the duties of a higher-level position shall be compensated at a higher rate commencing with the sixth consecutive day, provided the employee is not designated mid-management/professional or exempt.

D. When an employee is assigned part of the job duties of a higher-level position, the employee shall be compensated an equivalent or adequate differential. The compensation shall be paid in the manner provided for in subsection A, B, or C, above. Differentials shall be recommended by the appointing authority based upon the amount of higher-level duties assigned to the employee, with final approval by the Personnel Officer. The differential shall

be a flat amount and shall not exceed the amount that would be paid had the employee been promoted.

E. Prior to an authorized out of classification assignment, the department head or designee shall meet with the affected employee(s) and make a determination in writing as to what duties will be performed and the duration of the assignment, if known. The determination and proposed proportionate compensation shall be forwarded to the personnel officer for approval.

4.8. **Pay Day:** All employees shall be paid on a bi-weekly basis. If a normal bi-weekly pay day falls on a holiday, the pay day shall be the last regular working/business day before the holiday or holidays. The pay period runs from Friday through the second following Thursday, paid on the Friday of the following week. Direct deposit is available through the payroll office.

4.9. **Overtime:** Employees shall not work overtime except when necessary and required by the appointing authority. Department heads shall not authorize overtime for routine tasks which must be accomplished on a routine basis. Employees may not take vacation on a day on which they also work, if the combined work time and vacation would exceed the employees regularly assigned non-overtime working hours for the day. Department heads shall not authorize any vacation time which could result in overtime for an employee on a daily or weekly basis, except where this overtime is absolutely necessary to meet the emergency needs of the department.

A. Overtime shall be paid for all hours worked in excess of the employee's regularly scheduled seven (7) or eight (8) hours workday, unless the employee is working an altered work schedule as defined in Section 2.25.

B. Overtime shall be paid for all hours worked in excess of the employee's regular working/business day as defined in Section 2.25.

C. Overtime shall be paid for all hours worked in excess of the employee's regularly assigned thirty-five (35) or forty (40) hour workweek.

D. For all employees, except those exempt from overtime compensation under the Fair Labor Standards Act, a rate of time-and-one-half the employee's regular rate of pay shall be paid for hours worked under the three preceding subsections. The standard to be met for employee entitlement to overtime compensation, for those employees entitled to overtime compensation under the Fair Labor Standards Act, is overtime work which is suffered or permitted by the County.

E. Holidays and vacation hours shall be considered hours worked for the purpose of calculating overtime.

F. Compensation for overtime will not be granted to those positions designated as exempt from overtime compensation under the Fair Labor Standards Act, except where specifically provided for in this MOU.

G. Nothing in these provisions shall limit the employee's right to overtime compensation as provided in the Fair Labor Standards Act.

4.10. **Compensatory Time Off:** The appointing authority shall determine whether employees receive overtime pay or compensatory time off for overtime worked, subject to the following conditions:

A. Executive management, management and exempt employees will not be authorized compensatory time off; provided, however, those employees may earn compensatory time off pursuant to Section 4.24. When any of these employees is not an exempt employee under the provisions of the Fair Labor Standards Act, that employee shall be entitled to overtime compensation as provided in the Act.

B. Employees shall accrue no more than three (3) weeks regular working hours for use as compensatory time off; provided that in an emergency, if an employee accrues more than that which is allowed, it can be granted by the department head with the approval of the Personnel Officer.

C. Nothing in these provisions shall limit an employee's right to compensation for overtime earned as provided in the Fair Labor Standards Act.

4.11. **Compensation for Travel Time:** Normal travel from home to work and back home is not work time and is not included as working hours for purposes of compensation or overtime computations.

A. Unusual home to work travel may be working time where the employee is required to travel substantial distances to other than his/her normal worksite outside of the normal work shift. This provision applies where, following the employee's normal work shift, the employee is called out for emergency services at other than the normal work place, and the distance traveled one way is in excess of five miles.

B. Travel in connection with special one day assignments away from the employee's regular work site which requires the employee to travel substantial distances (more than five miles each way) will be considered working time.

C. Travel where work is being performed during the travel is work time. This includes such work as transporting prisoners, wards or other minors.

4.12. **Travel Away From Home:** Travel on overnight trips away from home is working time during normal working hours, regardless of whether or not it is a normal work day. Where the normal working days are Monday through Friday, 9 AM to 5 PM, for example, travel on any day, Sunday through Saturday, 9 AM through 5 PM, would be working time regardless how the travel is accomplished. The *County Travel Policy* should be reviewed for all county related travel.

A. Travel on overnight trips away from home outside of normal working hours is working time only when the travel is not accomplished with public transportation and the

employee has been required to travel by private automobile. This is true whether the employee is a driver of the private automobile, or a passenger in the private automobile.

B. Travel as a passenger on public transportation outside of normal working hours is not working time.

C. When an employee has been offered public transportation for overnight travel away from home but requests permission to drive his/her own vehicle, only that travel time which would have been working time if the employee had taken the public transportation will be considered working time while traveling in his/her own vehicle. Passengers who make this election are likewise governed by this provision.

4.13. **Exclusions From Compensated Travel Time:** Regular meal periods while traveling are not working time. When an employee's regular work shift includes a regular meal period such as lunch or dinner, the regular length of that meal period will be excluded from working time while traveling.

A. Any time spent by an employee sleeping or consuming meals while traveling, when the accommodations and/or the meals are furnished at County expense, will not be working time.

B. Any time spent on activities of a personal nature, such as visiting friends or relatives, sightseeing, shopping or the like, while traveling or at the destination point, will not be working time.

C. Nothing in these provisions is intended to deprive any employee of compensation as provided in the Fair Labor Standards Act.

4.14. **County Reimbursed Mileage and Transportation:** Employees required to travel outside the County shall complete a travel request form which must be approved by the appointing authority. The purpose for travel must be attached to all claims such as meeting, board, conference or training program agenda. Questions of reasonableness as to expenses for transportation and travel will be determined by the Auditor-Controller. The County will not pay for any costs incurred by or related to a spouse or companion.

A. Reimbursement for travel expenses shall be at the actual reasonable cost. Employees shall obtain receipts, whenever practical, and attach them to the cover sheet. If the employee is unable to obtain a receipt, an explanation must be provided on the travel voucher. Questions of reasonableness will be adjudicated by the Auditor-Controller.

B. The mileage rate for reimbursement shall be determined by the guidelines and current amount approved by the Internal Revenue Service.

C. Travel within the county shall be by County vehicle whenever possible. If it is necessary for an employee to use a private vehicle and its use is approved by the appointing authority, the mileage shall be reimbursed at the rate indicated in subsection above, both to and from the destination.

- D. Travel between home and office is not reimbursable.
- E. Travel from office to office and return, on County business, is reimbursable.
- F. Travel between home and County business destination (excluding office) may be partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable.

4.15. **County Reimbursed Lodging Expenses:** When it is necessary for employees to be lodged overnight outside of the area while on approved County business, the County will reimburse employees for the actual cost of the room evidenced by an itemized receipt issued by the hotel or motel, with the following limitations:

- A. Where the employee was attending a conference or other type of group activity, if the conference is held at a motel or hotel, reimbursement shall be limited to no more than the rate charged at the conference facility when the employee chooses to stay at some other hotel or motel.
- B. Unless the employee stays at the hotel or motel where the conference is being held, or in a situation where the overnight stay does not involve a conference, an employee will not be reimbursed for luxury accommodations. Luxury accommodations are defined as accommodations which are in excess of accommodations generally available in the vicinity of the employee's travel destination, as determined by the Auditor-Controller. Where luxury accommodations are selected by the employee, reimbursement will be limited to an amount equal to the rate generally charged in the area, as determined by the Auditor-Controller.

4.16. **County Reimbursed Meal Expenses:** Reimbursement for meals shall be determined by the rates approved in the California State Board of Equalization MOU for non-represented employees, as amended from time to time.

- A. The following guidelines determine the time framed applicable for reimbursement of meal expenses:

<u>Meal</u>	<u>Travel Begins On or Before</u>	<u>Travel Ends On or After</u>
Breakfast	6:00 a.m.	8:00 a.m.
Lunch	11:00 a.m.	1:00 p.m.
Dinner	5:00p.m.	7:00 p.m.

- B. The per diem is the maximum to which an employee will be entitled unless attending a conference or training event in which the employee was charged more for a specific meal. In this case, the employee will be reimbursed the additional amount upon presentation of evidence (registration) of the higher charge.
- C. To be reimbursed for meals, an employee need not include receipts in his or her claim to the Auditor-Controller. Receipts may be required by the Auditor-Controller where reimbursement from another agency is involved.

D. The claim form requires that the employee certify on a daily basis the amount expended on meals. Where more than one day of travel is involved, the employee shall be reimbursed no more than the daily maximum multiplied by the number of days involved. Partial days shall be subject to the maximums listed.

E. An exception to the above limitation: Where a conference or other group activity specifically includes one or more meals as evidenced by the written materials furnished for the conference, the employee shall be reimbursed for meal expenses in excess of the maximums to the extent that the conference meal exceeds the individual meal maximum set forth above.

F. No reimbursement will be made for alcoholic beverages.

G. Per the Attorney General, the County may not lawfully expend funds to reimburse county officers and employees for their expenses in buying meals for legislators or their aides at meetings to discuss legislation of interest to the County.

4.17. **County Reimbursed Incidental Expenses:** In addition to travel, lodging and meal expenses, employees who incur reasonable incidental expenses such as, but not limited to, parking, ferry, bus, taxi fare, limousines and rental cars while on approved County business will be reimbursed for the actual and necessary costs. Receipts are required for any over \$5.00. Additionally, other incidental expenses in the amount of \$5.00 per day will be allowed for any travel involving an overnight stay.

4.18. **Excess Unusual Expenses:** Whenever an employee incurs expenses in excess of the maximums set forth above, or when circumstances rendering expenses necessary that are normally not covered, the Auditor-Controller may reimburse the employee for the excess if the employee establishes to the satisfaction of the Auditor-Controller that the expense was, in fact, incurred and that the expense was necessary in light of all the circumstances.

4.19. **Appeal to the Board of Supervisors:** Whenever an employee is not satisfied with the disposition of his or her claim by the Auditor-Controller, a final determination may be sought from the Board of Supervisors.

4.20. **Tax Consequences of Travel Reimbursement:** Travel reimbursement amounts may or may not have tax consequences to the employee. By requiring the employee to account for his or her expenses, the County has sought to avoid the requirement that all reimbursements be reported as income to the employee. Employees should be aware of the fact that audits by the federal or state tax authorities may necessitate retention of receipts. By not requiring receipts for certain expenses, the burden of producing receipts in the event of an audit is on the employee.

4.21. **Expense Advances:** Except where otherwise approved by the Board of Supervisors, an advance of a minimum of fifty-five dollars (\$55.00) per day may be provided to employees to help defray the expense of their trip. Employees must obtain department head approval of advances prior to submittal to the Auditor-Controller. The advance to be given the employee shall be determined by the Auditor-Controller taking into account the circumstances under which the trip is being made

with the intent that the employee may secure an advance of up to ninety percent (90%) of the anticipated out-of-pocket expenses. The following expenses are not included in calculating the maximum advance:

- A. Any expense which as been prepaid by the County.
- B. Any expense which may be incurred by the employee by use of a County or department credit card.
- C. Mileage expenses where the trip is made by using the employee's personal vehicle. Advances for mileage are set under "Mileage Expenses" below.

4.22. **Mileage Expenses:** Travel within the county shall be by County vehicle whenever possible. When the personal vehicle of the employee is used for the trip the reimbursement for mileage shall be at the maximum rate allowed by federal regulations in connection with the termination of the taxable status of the reimbursement.

- A. Mileage reimbursement shall not exceed the cost of airfare to the same destination. Airfare shall include reasonable transportation costs at the destination and to and from the departure airport.
- B. An advance for mileage expenses may be made by the Auditor-Controller not to exceed 90% of the current reimbursement rate.

4.23. **Training Attendance:** Employees shall not be required or pressured to attend training sessions or seminars unless the County pays all actual and necessary costs.

4.24. **Assigned Standby:** Employees who are assigned standby duty by their appointing authority on weekends, overnight or on holidays shall be compensated or given compensatory time off in accordance with this Section. For purposes of this Section, "assigned standby" shall be defined as a period of time during which an employee designated by his/her appointing authority shall be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of the services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact. "Commence providing services" means either to give the needed service on the telephone or other means of communication, or to proceed to the location where the services are to be performed.

- A. An employee shall be compensated at his/her normal rate of pay or be given compensatory time off at the rate of one (1) hour for each eight (8) hours of assigned standby time, excluding any hour during which the employee is paid or given compensatory time off for performing services pursuant to the subsection which follows.
- B. When an employee performs services during an assigned standby period, s/he shall be compensated or given compensatory time off at the rate of one (1) hour for each hour worked. When the work performed qualifies for overtime compensation under Section 4.9 and 4.10, compensation or compensatory time off shall be granted at the appropriate

overtime rate. However, in all cases the employee shall be compensated or given compensatory time off for a minimum of two (2) hours.

4.25. **Call-Back Time:** Employees shall be compensated for call-back time. Call-back time is defined as only those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the worksite. The use of call-back shall be resorted to only in emergency situations or unusual instances when it is not possible for the work to be accomplished through normal scheduling or scheduling of overtime. Responses to phone calls or working at home shall not be considered call-back duty. Travel time shall be compensable as provided in Section 4.11. An employee who is called back shall be compensated for a minimum of two (2) hours of work time. The two (2) hours, whether or not actually worked, are subject to the appropriate overtime provisions. Call-back time earned shall be compensated by pay or compensatory time off as determined by the appointing authority.

4.26. **Rest Breaks:** Except as otherwise provided by law, all employees shall be entitled to one (1) fifteen (15) minute rest break for each four (4) hours worked. The employee may take the break away from the work station, provided transit time is included in the fifteen (15) minute period. Department heads shall schedule individual employee's rest breaks so as to provide for the proper and efficient administration of the department's function.

4.27. **Rain Gear:** The County provides appropriate rain gear for all employees whose work locations are not protected from the weather. This includes road crews, appraisers, building inspectors, couriers, and others who meet the stated condition. The County is not required to provide rain gear to individual employees. The County makes this gear available to qualified groups of employees.

4.28. **Clothing Benefits:** Clothing is provided to specified employees of Animal Control, Airport, Building and Park Maintenance, Community Development, Juvenile Hall, and Roads as indicated below. Employees are required to sign and adhere to departmental clothing benefit agreements.

A. **Animal Control:** Uniform requirements consists of green or tan shirt and pants with County logo patch on shirtsleeve. Upon employment, new hires shall be advanced up to 50% of the annual allowance for the initial required uniform clothing. This uniform allowance advance shall be deducted from the final paycheck of new hires separating from employment during their probationary period. Patch to be returned upon termination. Foul weather gear is available when necessary.

B. **Airport/Building/Park Maintenance:** The County shall provide coveralls for use, when needed, to the workers assigned to the Airport, Building and Park Maintenance through linen service. Additionally, a safety vest and windbreaker with the County logo will be provided for high visibility and rubber boots. Replacement of the vest and windbreaker will be done on an as needed basis, but not sooner than every other year unless rendered unrepairable caused by an incident at work. Foul weather gear is available for use as necessary.

C. **Juvenile Hall:** The County shall provide employees, with the exception of kitchen staff, with three (3) shirts with the County logo upon hiring and annually thereafter.

D. **Roads:** The County will provide employees who function as road maintenance workers with protective footwear, three long sleeve and three short sleeve shirts annually, one jacket or safety vest every other year. Coverall service and safety vests will be provided to the mechanics. Other safety equipment is issued or available as provided in the Injury and Illness Prevention Program and other provisions in the Memorandum of Understanding.

E. **Engineering:** The County shall provide engineering staff, with the exception of clerical, protective footwear, rubber boots and work gloves. Foul weather gear, hard hats, safety vests, coveralls and other safety equipment shall be available for use as necessary.

F. **Building Inspection:** The County shall provide inspectors with rubber boots. Foul weather gear, hard hats, safety vests, coveralls and other safety equipment shall be available for use as necessary.

4.29. **Protective Footwear Policy:** The Protective Footwear Policy adopted in 1997 is modified to provide the following.

A. Protective footwear is footwear designed to protect the feet from injuries associated with the operation of equipment. (The federal Mining Safety and Health Administration (MSHA) describes the quarry and equipment located there as requiring protective footwear. The footwear shall be above the ankle, heavy weight leather or like material, steel toed work boots.

B. All employees of the Road Department, with the exception of clerical staff, who may at any time during the course of the work day be assigned a task that involves duties at the quarry are covered under the County's Protective Footwear Policy.

C. The County shall provide one hundred fifty dollars (\$150.00) each fiscal year for protective footwear. The fiscal year payment will be paid in August of each year. New employee's initial payment will be paid to the new employee within thirty (30) days of employment. It is the responsibility of the employee to insure compliance with the protective footwear policy.

D. All covered employees shall report to work, whether regularly scheduled or called out, with the appropriate footwear on their feet. Failure to do so will restrict the employee from normal work duties requiring protective footwear and may result in disciplinary action. The employee will be required to obtain the protective footwear. Time away from work to obtain the protective footwear shall be the employees time. Restriction from normal work duties may include assignment of their duties.

E. Covered employees performing work associated with road surfacing, such as oil, asphalt or the like, which would cause damage to the protective footwear shall not be required to wear the protective footwear but only for the time actually spent in contact with the materials.

ARTICLE V
AUTHORIZED ABSENCE

5.1. **Entitlement:** All permanent full-time and permanent part-time employees and probationary and provisional employees are eligible for leaves of absence subject to the exceptions noted below. Extra help employees are entitled to only those leaves of absence required by law.

A. Permanent part-time employees are eligible for holidays, vacation and sick leave based on the position's average hours of work. The percentage rate is based on the average hours of the normal work week. For example, an employee working fifteen (15) hours a week in a forty (40) hour per week position will earn thirty-seven and one-half percent (37½%) of the vacation and sick leave earned by a forty (40) hour per week employee.

B. Employees entitled to holidays, vacation and sick leave shall accrue floating holidays, vacation and sick leave from the date of employment. Sick leave and floating holidays may be used upon accrual. Vacation will be available for use after completion of six months of continuous employment.

C. For purposes of scheduling employee time off for vacation, compensatory time off, personal floating holidays or regular holidays, the employee shall request time off in writing in advance with his/her department head. Approval of all requests shall be governed by the needs of the department. However, employee requests shall not be denied unless operational necessity requires it. A denial shall be provided to the employee in writing, and must state the reason for the denial. Once the department head and the employee have agreed to a particular day or days off, the employee's shall be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary. This procedure shall also apply for scheduling purposes, whenever possible, for family sick leave and medical appointments. A department head may require an employee to take off accumulated compensatory time which would exceed the maximum amount which may be accrued in accordance with the provisions of this MOU, by giving an employee not less than forty-eight (48) hours notice. Compensatory time which is required to be taken off must be taken in full day increments.

D. Employees are expected to work a complete designated workday. If an employee cannot report to work, the employee shall notify his/her department as early as possible but not later than two (2) hours after the workday begins.

5.2. **Holidays:** Eligible employees are entitled to the following holidays with pay:

- A.
- | | |
|---------------------------------|--------------------------|
| New Year's Day..... | January 1 |
| Martin Luther King Jr. Day..... | Third Monday in January |
| Lincoln's Birthday..... | February 12 |
| Washington's Birthday..... | Third Monday in February |
| Cesar Chavez Day..... | March 31 |
| Memorial Day..... | Last Monday in May |

Independence Day.....	July 4
Labor Day.....	First Monday in September
Veteran's Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving.....	Fourth Friday in November
Work Day before Christmas Day	
Christmas Day.....	December 25

B. In addition, eligible employees will accrue three (3) floating holidays per fiscal year. Employees hired during the period July 1 through December 31 are eligible for three (3) holidays during the first fiscal year of employment. Employees hired during the period January 1 through May 31 are eligible for two (2) holidays during the first fiscal year of employment. Employees hired during the period June 1 through June 30 are eligible for one (1) floating holiday. These holidays may be used at any time with the approval of the appointing authority. Floating holidays may only be used in full day increments; they may not be taken on an hourly basis. If not taken during the fiscal year during which they are earned, the holidays are forfeited. Floating holidays accrued but not used may not be paid off at the time of termination of employment.

C. If a holiday falls on a Saturday, the preceding Friday shall be a holiday. If a holiday falls on a Sunday, the following Monday shall be a holiday. Those departments which regularly operate on a twenty-four (24) hours schedule shall recognize holidays as defined in Section 5.2A. Employees assigned to a twenty-four (24) hour facility shall be compensated with additional pay equal to the length of the workday when required to work on a holiday, or if the employee's regular day off falls on a holiday.

D. In addition to the above holidays, the Board of Supervisors may declare as an additional holiday each day declared by the President of the United States or the Governor of the State of California as a day of mourning, thanksgiving, or a special occasion. Each day so declared shall be treated as a holiday.

5.3. **Vacation:** Eligible employees are entitled to paid vacation as follows:

A. No changes in this agreement shall reduce the vacation accrual rate of current County employees.

B. Employees shall accrue vacation at a rate equal to the following annual vacation days: five (5) days during the first (1st) year of continuous service; ten (10) days per year for two (2) through five (5) years of continuous service; fifteen (15) days per year for six (6) through ten (10) years of continuous service; twenty (20) days per year for 11 (eleven) through fifteen (15) years of continuous service; and twenty-five (25) days per year for sixteen (16) or more years of continuous service..

C. Employees designated by the Board of Supervisors as mid-management, professional and confidential shall be entitled to five (5) days of vacation per year in addition to the time provided under Section 5.3B above.

D. An employee who terminates during the initial six (6) months of service shall not be entitled to vacation leave or payment for accrued vacation.

E. At no time may employees accrue more than the number of days of vacation they are entitled to earn in a one and one-half year period at their current rate of accrual. Employees who have reached this limit cease accruing vacation until such time as the total number of days accrued is less than this number.

F. Employees eligible for vacation usage shall be compensated for unused vacation leave upon separation from service.

G. Vacation shall continue to accrue while an employee is on other paid leave of absence or temporary disability. Accrued vacation may be used to supplement paid leave or temporary disability benefits at the employee's request.

5.4. **Vacation Scheduling:** Employees shall request time off in writing in advance with his/her department head. Vacation scheduling is subject to the operational needs of the department. Vacation requests shall not be denied unless operational needs of the department so dictate. A vacation denial shall be provided to the employee in writing and must state the reason for the denial. Once the department head and the employee have agreed to a particular day or days off, the employee shall be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary.

5.5. **Sick Leave:** All eligible employees are entitled to sick leave with pay. Sick leave entitlement is as follows:

A. Eligible employees earn a rate of one (1) day of sick leave with pay for each month of service from the date of employment, accrued on a biweekly basis.

B. Sick leave will only be authorized for illness of an employee, his/her immediate family or member of the employee's household. Abuse of this sick leave provision shall be cause for discipline. The appointing authority is responsible for insuring that the sick leave is not misused.

C. Sick leave may be used for purposes such as: personal illness or injury; medical or dental appointments; required attendance of the employee upon a sick or injured spouse, child or other close relative residing with, or dependant upon, the employee.

D. Those employees separating in good standing with between five and ten years of continuous service shall be compensated at a rate of ten (10) percent for accumulated unused sick leave.

E. Accumulated unused sick leave hours will be eligible upon retirement for payment at a rate of 50%, or retiring employees may choose to apply 100% of their unused sick leave towards PERS retirement credit. 50% payment for unused sick leave is not available to retiring employees who are qualified for, and elect to receive, County medical insurance under the provisions of Section 9.2A of this MOU. Retiring employees may choose one

benefit or the other, but not both. Upon separation from County employment in good standing, those employees with ten (10) or more years of continuous service shall be compensated at a rate of 25% for accumulated unused sick leave hours. Separation from County employment under other conditions shall not qualify for payment. The employee shall have the option of trading sick leave for vacation at the rate of four (4) days of sick leave for one (1) day of vacation for sick leave accrued in excess of fifty (50) days.

5.6. **Vacation and Sick Leave:** Vacation and sick leave shall continue to be accrued at the normal rate while an employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. When the accrued sick leave and/or vacation hours are exhausted the employee may request a leave under Section 5.10.

5.7. **Family Death Leave:** The appointing authority shall authorize paid leave of up to five (5) days immediately following the death of a member of the immediate family or household.

5.8. **Jury Duty:** The appointing authority shall authorize time off as needed for jury duty. If the employee transfers the fees paid for jury service to the County, then full pay shall be continued during the leave. If vacation, compensatory time or other paid or unpaid day off is used, the jury fees need not be paid to the County.

5.9. **Military Leave:** Employees shall be entitled to military leave of absence with pay and benefits as provided in Division II, Part I, Chapter VII of the Military and Veterans Code.

5.10. **Leaves of Absence Without Pay:** Leaves of absence without pay may be granted only upon specific written request of an eligible employee, and with the approval of the appointing authority and the Personnel Officer. Leaves may be granted for:

A. Personal reasons which do not cause inconvenience to the department, not to exceed thirty (30) days in duration.

B. Before a personal leave of absence is granted, an employee must exhaust all accrued vacation.

C. An unpaid leave of absence may be extended up to one (1) year, upon finding of unusual or special circumstances, if recommended by the appointing authority and approved by the Personnel Officer. Failure to report for duty after a leave of absence has expired, been disapproved or canceled shall be considered an automatic resignation.

D. An unpaid leave of absence will cause a break in service, and the employee's seniority will be adjusted to reflect the length of time not credited to total service.

E. All paid benefits provided by this MOU will cease during the unpaid leave of absence, except as provided in Section 5.11. However, the employee has the option of continuing medical, dental and life insurance by paying the monthly premiums at group rates.

F. Effective January 1, 2002, department heads may approve up to five (5) days unpaid leave per calendar year to an employee for urgent or emergency absences for which the employee has no accrued paid time. This time off will not be subject to approval by the personnel officer and 5.10 D, seniority adjustment. Unpaid time off beyond the five (5) days in a calendar year is subject to all other provisions in 5.10.

5.11. **Family and Medical Leave:** An employee with more than 12 months of service, and who has worked at least 1,250 hours during the 12-month period prior to the date for which leave is requested, is eligible to take up to twelve work weeks of leave each year for the following purposes:

A. For the birth of a child of the employee or placement in the employee's home of an adopted or foster child;

B. To care for a child, parent or the spouse of the employee who has a serious health condition;

C. For the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for leave taken for disability on account of pregnancy, childbirth or related medical condition.

C.1. The year of eligibility is calculated from the date leave begins, whether or not the employee uses the full twelve weeks of available leave during the year following the first day of leave. The eligibility period ends on the 364th day following the first day of leave. Leave may be taken on a continuous or intermittent basis. Unpaid leave in full day increments will cause a break in service and the employee's seniority will be adjusted to reflect the length of time not credited to total service.

C.2. In the case of intermittent leave or leave on a reduced leave schedule which is medically necessary, an employee shall advise the appointing authority, upon request, of the reasons why the intermittent/reduced leave schedule is necessary and of the schedule for treatment, if applicable. The employee and appointing authority shall work out a schedule which meets the employee's needs without unduly disrupting the departmental operation, subject to the approval of the health care provider.

C.3. If the need of leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave with as much advance notice as practicable. If an employee fails to request a foreseeable leave at least thirty (30) days in advance, the County may delay the beginning of the leave up to thirty (30) days following receipt of the request for leave.

C.4. A request for leave must be in writing, stating the reason for the leave and its expected duration. The request for leave shall be delivered to the appointing authority. The employee must provide a certification of the need for leave from a health care provider if the requested leave is for a serious health condition. Certification must be submitted on a Certification of Health Care Provider form.

C.5. If the County doubts the validity of a health care providers certification, the County may require the employee to undergo a “second opinion” medical examination by a health care provider of the County’s choice, at County expense. If the second opinion differs from the employee’s initial certifications, the County may require a “third opinion” examination, at the County’s expense. The health care provider chosen for the third opinion must be selected and approved jointly by the County and the employee. Reasonable “out-of-pocket” travel expenses incurred to obtain the second or third medical opinion shall be reimbursed by the County. Copies of the second or third opinion shall be provided to the employee upon request.

C.6. The County has the right to verify the validity of any employee’s leave request. A leave may be denied if the purpose(s) for which leave is requested do not meet the necessary requirements.

C.7. The County may request subsequent recertification during the period of leave, but not more often than every thirty (30) days, unless the employee requests an extension of leave, circumstances described in the original certification change or the County receives information which casts doubt on the validity of the certification. The County may require the employee on leave to report periodically on the employee’s status and intent to return to work. The County may also require the employee, as a condition of restoring to duty the employee whose leave was for the employee’s own serious health condition, to submit a medical certification that the employee is able to return to work. Any cost of the certification shall be borne by the employee and the employee is not entitled to be paid for the time or travel costs in acquiring the certification.

C.8. During the period of leave, the County shall continue health care benefits and life insurance to the extent that it provides the benefits to those employees not on leave. Dependent coverage may be maintained during the leave period by payment of the premiums to the County by the employee. In the event the employee gives notice of intent not to return to work, for reasons other than the reasons for the leave, the County is no longer obligated to maintain health care benefits and may seek reimbursement for costs of providing health care benefits during the leave.

C.9. Family and Medial Leave runs concurrently with other available paid and unpaid leaves of absence. The twelve work weeks of eligibility for leave include any other paid or unpaid leave(s) utilized by the employee during the period of absence. If the reason for a requested leave qualified for any form of paid leave provided under this MOU, the employee shall substitute the paid leave(s) for unpaid leave to the limit of availability of the paid leave(s). Upon expiration of the twelve work week leave period, an employee may continue the absence under any other appropriate form of paid or unpaid leave available, subject to the normal qualifying circumstances and approvals.

C.10. An employee taking leave is required to use accrued vacation during the period of leave, to the limit of availability of accrued vacation. Any vacation taken during a leave period counts against the twelve work weeks of available leave.

C.11. Upon expiration of the period of leave, the employee is entitled to immediate reinstatement to his/her former position, or to a position equivalent in pay range, benefits and other terms and conditions of employment, at the same worksite or a geographically proximate worksite. However, if the employee's former position was impacted by a layoff, reduction in hours or exercise of retreat rights by another employee during the period of leave, the employee shall be treated as any other employee impacted by similar actions, as if he/she had been in active status.

5.12. **Administrative Leave:** Where an employee has performed meritorious service, the department head may grant to the employee up to three (3) days of administrative leave with pay during the fiscal year. This leave shall be in addition to all other holidays and leaves available to the employee.

5.13. **Catastrophic Leave Donation:** A catastrophic leave program is available for any employee who has exhausted all available sick leave, compensatory time, vacation, and other paid leaves of absence, and is absent from work due to illness or injury for a period of time anticipated to run at least fifteen (15) days past the date of exhaustion of all paid leaves. The employee shall be entitled to withdraw donations of sick leave, compensatory time and/or vacation from other employees. These leaves are maintained and administered by the personnel department in a catastrophic leave donation bank. The Union shall be responsible for soliciting donations to this leave bank. The following conditions shall apply to donations to the leave bank:

A. Employees may donate a maximum of two (2) days of sick leave, two (2) days of compensatory time off (CTO), and/or two (2) days vacation per fiscal year to the bank, in any combination. Donations may be made in increments of less than one (1) day, but must be in increments of two (2) hours or more. These limits are absolute; an employee may donate no more than one (1) day per year from any of three (3) sources to a maximum combined donation of three (3) leave days per year. In order to donate sick leave, an employee must have not less than ten (10) days of sick leave available at the time of donation. Donations must be made on a standard form circulated by the Union. All donations are subject to verification by the personnel department. All donations are generic and shall not be designated for use by a specific individual.

B. A day of sick leave, CTO, or vacation, once donated to the bank, becomes the property of the bank, and may not be recovered by the donating employee.

C. Donated leave days contained in the bank are available to eligible employees on a first-come, first-served basis. Two (2) or more eligible employees may draw from the bank concurrently, providing available resources exist.

D. The Personnel Department shall be responsible for determining employee eligibility to make withdrawals from the donation bank. Requesting employees are responsible for providing documentation of the anticipated duration of absence on a form provided by the County.

E. The provisions of this section shall not be subject to the grievance procedure contained in Article XI of the MOU.

F. The County shall be entitled to reimbursement from the bank for its actual costs in administering the catastrophic leave program. The County shall provide quarterly reports to the Union in the form of Recap sheets from the last pay period.

5.14. **Workers Compensation:** When an employee is injured on the job or becomes ill from job-related causes, the employee is responsible for notifying his/her supervisor. The supervisor shall submit a report of the injury or illness, including date and time of occurrence and any relevant circumstances, to the Risk Manager's office. The report shall be processed in accordance with the Workers Compensation law of the State of California and the procedures of the County workers compensation self-insurance plan.

A. In the event a job-related injury or illness results in time lost, the employee - with the exception of law enforcement officers who are also safety officers - shall be entitled to benefit provided under Workers Compensation law. This provides payment for medical treatment and hospitalization up to a maximum established by the State's benefit schedule. The employee is entitled to use accrued sick leave, compensatory time off and/or vacation time to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off and/or vacation time are used in this manner, they shall be charged first to sick leave, second to compensatory time off, and lastly to vacation.

B. Vacation and sick leave shall continue to be accrued at the normal rate while the employee remains on temporary disability.

ARTICLE VI **EVALUATION PROCEDURES**

6.1. **General Provisions:** In order to maintain a high level of service to the citizens of Del Norte County, each employee is expected to meet high standards of performance. The work performance of each employee shall be evaluated at the midpoint of the probationary period, at the conclusion of the probationary period and annually thereafter on the employee's anniversary date. A special evaluation may be prepared by the employee's appointing authority at any time when warranted by either outstanding work performance, or when work performance is unsatisfactory. In addition, a special evaluation will be prepared by an employee's appointing authority at an employee's written request, but no more frequently than once between annual evaluations. In addition, the Personnel Officer may request a report from the appointing authority on the overall performance of any employee, at any time.

A. All evaluation documents shall become a permanent part of the employee's personnel file.

B. It shall be the duty of each appointing authority during the probationary period of each employee in the department to investigate thoroughly the probationer's adjustment,

performance and general acceptability, and to keep the probationer advised of his/her progress and to determine whether or not the probationer is fully qualified for permanent appointment. At least fifteen (15) working days prior to the completion of the probationary period, the appointing authority shall submit a completed evaluation form to the Personnel Officer and provide a copy to the employee.

C. Alleged violations of this Section are subject to the grievance procedure contained in Article XI of this MOU. However, disputes over the ratings and comments on an employee's evaluation shall not be subject to binding arbitration. Employees are not entitled to representation at the initial evaluation meeting with the supervisor.

D. No complaint against an employee may be referred to in an evaluation unless the employee has been made aware of the details of the complaint within thirty (30) days that the County became aware of the complaint.

6.2. **Corrective Action Plan:** The appointing authority or Personnel Officer may request a corrective action plan be prepared to provide clear direction to an employee whose performance is substandard.

6.3. **Probationary Period:** All employees in permanent positions shall be subject to a probationary period. A probationary period will commence upon the effective date of hire into a permanent position, including promotion. Service prior to a permanent appointment shall, upon recommendation of the department head and approval by the Personnel Officer, be counted as part of the probationary period, providing the temporary or provisional continuous service was in the same class as the position to which the probationary appointment is made. The regular probationary period shall be six (6) months. The probationary period for employees of the Probation Department, Bar-O and Juvenile Hall, with the exception of clerical, cook and laundry workers, shall be twelve (12) months. An employee attains permanent status upon successful completion of the prescribed probationary period, and execution of the appropriate personnel action form.

6.4. **Extension of Probationary Period:** The appointing authority may request an extension of the probationary period up to a total of six (6) additional months for an employee. Written extension requests are to be submitted for review to the Personnel Officer at least fifteen (15) working days prior to the end of the probationary period. The request shall contain the reasons and justification for the extension, and the duration of the extension requested. The request shall be accompanied by an employee's performance report and, when required by the Personnel Officer, a corrective action plan. If approved by the Personnel Officer, the employee shall be notified in writing by his/her appointing authority of the extension of his/her probationary period and the specific reasons for the extension. An employee attains permanent status upon successful completion of the probationary period, and execution of the appropriate personnel action form.

6.5. **Probationary Service:** A newly-hired employee is subject to separation from County service at any time during the prescribed probationary period, without right of appeal or hearing, except as may otherwise be provided by law. In case of a probationary termination, the appointing authority shall notify the probationary employee in writing of the fact that s/he is being separated from County service. In the case of a promoted employee who fails to complete the probationary

period following promotion, every reasonable attempt will be made to reinstate the employee to his/her previous position, provided that said position is open.

6.6. **Departmental Personnel File:** Upon separation from any County Department, an employee shall be given their departmental personnel files.

ARTICLE VII
TRANSFER, PROMOTION, REASSIGNMENT
AND VOLUNTARY DEMOTION

7.1. **Effect of Lateral Transfer:** A permanent employee who is transferred laterally, whether in the same department or to a different department, continues to be a permanent employee and does not have to serve a new probationary period in the new position. A probationary employee who is transferred laterally must serve a new probationary period in the new position. A transferred permanent employee retains all of the seniority accrued in the earlier position(s), but the employee's anniversary date shall be changed to reflect the date of assignment to the new position. A transferred permanent employee retains the same salary step placement, including longevity, received in the former position.

7.2. **Effect of Promotion:** An employee who is promoted, whether in the same department or to a different department, must serve a probationary period in the new position. The employee receives a new anniversary date upon promotion. A promoted employee shall be placed at the lowest step of the new salary range which provides for a minimum 5% increase in salary. A promoted employee on step F or G will remain at their longevity step in the new range.

7.3. **Voluntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, either in the same department or a different department, upon the employee's written request and with the approval of the appointing authority and the Personnel Officer. This action shall be known as a voluntary demotion and shall be noted on all official records.

7.4. **Effect of Demotion and Demotional Transfer:** An employee who is demoted, either voluntarily or involuntarily, shall be treated as follows:

A. If the employee is probationary and remains in the same department, his/her probationary period shall be a continuation of the probationary period being served at the higher level.

B. If the employee is permanent and remains in the same department, s/he shall not be required to serve a new probationary period in the next lower class.

C. If the employee, probationary or permanent, is appointed to a different department, the appointing authority may require the employee to serve a full probationary period.

D. If the employee is returned to a former class in which the employee held permanence, whether in the same or a different department, the employee shall not be required to serve a new probationary period.

E. The employee receiving a demotion shall be placed at a step in the new salary range which provides for the least loss of pay, but shall be placed on step F or G if that step was held in the former position.

7.5. **Career Ladder Advancement:** Employees may move upward in a career ladder series without a change in position upon the recommendation of the appointing authority, and with approval of the Personnel Officer, when the following criteria are met:

A. The employee's qualifications must satisfy the qualifications indicated on the job description in the area of experience, and work performance must be rated above satisfactory.

B. In addition to the above, advancement to a III level requires that the employee provide leadperson duties or be the only clerical employee who is responsible for all clerical functions in the department or unit.

C. An employee who receives a career ladder advancement shall serve a new probationary period.

7.6. **Grant Positions:** When a grant position is made a regular County position by action of the Board of Supervisors, the individual occupying that position may be appointed to that position by the appointing authority and with the approval of the Personnel Officer, without normal recruitment procedures.

7.7. **Reassignment:** Employees may, from time to time, be affected by reorganization of their department, change of assigned worksite of their employment unit, or other factors which result in the physical relocation of the employees' worksites or work stations within the department. In all such cases, employees shall be reassigned to the new worksites or work.

ARTICLE VIII **CLASSIFICATION AND RECLASSIFICATION**

8.1. **General Provisions:** When the County classifies new permanent positions or reclassifies existing permanent positions, the County will notify the Union of the compensation level proposed to be paid. The Union may exercise its right to meet and discuss on the level of compensation by notifying the County to that effect prior to action being taken.

ARTICLE IX **HEALTH & WELFARE BENEFITS**

9.1. **General Provisions:** All permanent, probationary and provisional employees are eligible for full health benefits. Extra help and limited term employees shall receive only those fringe benefits required by law. Employees entitled to health benefits shall be eligible for coverage on the first day of the month following completion of sixty days of continuous service. The health plan includes medical, life and dental coverage. The entire premium for coverage of the employee is paid by the County. In addition, the employee may elect to cover dependents by the payment of premiums through payroll deduction. Covered employees and their covered dependents (spouses and children) have the opportunity to temporarily continue their health coverage if coverage is lost under certain qualifying circumstances. Information on eligibility for continued coverage is available through the personnel office.

9.2. **Medical Benefits:** Medical benefits are provided through a self-insured plan. This plan provides, among other features, deductibles of \$200 per person per year, with a family maximum of two deductibles, and co-payments to an annual maximum of 30% of \$5,000 per person if non-network providers are used, and 10% of \$5,000 per person if network providers are used.

A. Employees who retire from County service may continue their medical coverage at County group rates at their option, and subject to all rules and regulations of the County's medical benefits carrier at the time. It is understood and agreed that the County shall not be liable for payment of any premium to the medical carrier. If the retired employee fails for any reason to make a payment when due, the County will not make the payment for him/her, and the benefit could be lost in this event.

B. The County makes available to employees a premium conversion plan under Internal Revenue Code Section 125, by which employees who pay for dependent medical care may have their premium contributions paid with pre-tax dollars.

9.3. **Dental Benefits:** The County provides dental benefits with an annual coverage cap of \$2,000 per year.

9.4. **Life Insurance:** In conjunction with major medical insurance, the County also provides a life insurance policy of fifteen thousand dollars (\$15,000) at no cost to the employee. This increase from the ten thousand dollar (\$10,000) is effective January 1, 2002. Mid-management/professional and confidential employees are provided a life insurance policy equal to one (1) year gross pay at no cost to the individual.

9.5. **Voluntary Insurance Plans:** Union members are eligible for a variety of AFSCME sponsored employee and dependent insurance plans. These plans are paid for by the employee through payroll deduction of the premiums from their wages. These plans are at no cost to the County. This shall include AFSCME sponsored vision plan.

9.6. **Personal Lines of Insurance Program:** The County shall make available the Personal Lines of Insurance Program (PLIP) that offers personal insurance, such as homeowners, fire, auto, to employees at a reduced rate through payroll deduction.

9.7. **Ground and Air Ambulance Plan:** Effective January 1, 2002 the County agrees to assume the existing service contract currently provided to the membership of the DNCEA and will continue

the contract through December 31, 2003. This plan shall be provided to permanent employees upon completion of six (6) months continuous service and their insured family members.

9.8. **Retirement:** Any eligible employee may accept a service retirement in lieu of layoff. An employee who chooses to retire shall inform the personnel office in writing not less than ten (10) days prior to the effective date of layoff. The County shall assist the employee with processing retirement through PERS. An employee who retires in lieu of layoff shall be placed on the one year reemployment list along with other laid off employees. The employee's eligibility for retirement shall be governed by applicable statutes and the regulations of PERS. The County agrees that, when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be granted the time necessary to terminate retired status and return to active employment. An eligible retiree who declines a reemployment offer in the class and department from which laid off shall be removed from the reemployment list and be considered permanently retired.

9.9. **PERS Employee Contribution:** After completing five years of eligible PERS County service credit in Del Norte County, the County shall pay the employee's share of PERS retirement contribution as follows:

A. **Miscellaneous Members:** Employees employed July 1, 1996 and thereafter who achieve five (5) Continuous years of eligible County service, the employee paid share contributions shall be reduced from three percent (3%) to zero (0%) with the County contributing seven percent (7%) of the employees share of PERS contribution; and;

B. **Safety Members:** Employees employed July 1, 1996 and thereafter who achieve five (5) continuous years of eligible County service, the employee paid share contribution shall be reduced from the current four percent (4%) to two percent (2%) of the current nine percent (9%) employee contribution.

9.10. **PERS Benefit Calculation:** The average monthly pay rate in calculating retirement benefits is based on the 12 highest paid consecutive months.

ARTICLE X

LAYOFF AND REEMPLOYMENT

10.1. **Reason for Layoff:** Whenever, in the judgment of the Board of Supervisors, it becomes necessary to reduce County staffing levels, positions may be abolished and employees may be laid off. The Personnel Office shall notify each employee who is to be laid off, and the Union, in writing not less than fourteen (14) calendar days prior to the effective date of layoff. During the fourteen (14) day notice period, up to forty (40) hours may be granted to each employee being laid off to be away from work for job search purposes.

10.2. **Equal Seniority:** If two employees in the class in the department have the same final anniversary date, seniority shall be determined by each employee's rating on the most recent performance evaluation. A rating of "outstanding" carries the highest seniority value. If seniority remains equal following a comparison of evaluations, the County and the Union shall meet and confer to determine which employee has the greatest seniority.

10.3. **Temporary Positions:** No employee serving in a temporary extra-help or limited term position shall be retained if employee(s) in the same class in the department are being laid off. No temporary employee may be hired into a class in a department while permanent employees are on a reemployment list for the same class in the department. Employees on the reemployment list shall have priority for temporary positions.

10.4. **Retreat Rights:** An employee to be laid off from his/ her position may elect to displace the least senior employee in the class in the department. If there is no less senior employee, the employee may displace the least senior employee in the department in a lower class in which the employee to be laid off has served in a permanent status, if the employee to be laid off has more seniority than that employee in the lower class. An employee displaced by a more senior employee may likewise exercise retreat rights within the department, in order of seniority. An employee displaced by a more senior employee exercising retreat rights has the same reemployment rights as an employee who is laid off. An employee who is to be laid off who chooses to exercise retreat rights must inform the personnel office of that decision in writing within five (5) working days of receipt of the notice of layoff. Employees who exercise retreat rights shall not be required to serve a probationary per period in the class they retreat to.

A. An employee who retreats to a lower class in the department shall be placed at a step of the appropriate salary range which represents the least loss of pay. An employee may not be advanced to a longevity step (F or G) unless longevity has already been attained.

10.5. **Reemployment Rights:** Laid off employees, and employees displaced from their positions by more senior employees, shall be eligible for reemployment in the class held at the time of layoff for a period of one year from the effective date of layoff or displacement. Reemployment shall be in the reverse order of layoff. Their reemployment shall take precedence over hiring and transfers when a vacancy in the class of former placement comes available in the same department.

A. Employees on a reemployment list shall have the same rights as active employees to seek transfers and promotions to vacant positions in other classes throughout the County.

B. An employee who is reemployed in the same class from which laid off or displaced during the one year life of reemployment rights, whether in the same or a different department, shall be restored to the same salary step held at the time of layoff or displacement. If the employee exercised retreat rights to a lower class at the time of layoff, salary step placement shall be adjusted upward upon reemployment as if the employee had served that time in the original class. The time on the reemployment list shall not be considered a break in service, except that the employee's original hire and anniversary dates shall be adjusted to deduct the time off work.

C. The names of persons laid off or demoted shall be entered upon reemployment lists for positions for which they are qualified. Lists from different departments or at different times for the same class shall be combined into a single list. These lists shall be used by every appointing authority when a vacancy arises in the same or lower classes before certification is made for an eligibility list.

10.6. **Reemployment Notice:** Whenever there is an active reemployment list, the County shall provide written notification of appropriate openings to employees on the list by first class mail, addressed to the employee's last known address. It is the employee's responsibility to keep the County currently informed of his/her mailing address. The County's responsibility to provide notice under this Section is waived if a notice is returned to the County as undeliverable.

10.7. **Employee Response:** A laid off/displaced employee who accepts a reemployment offer is responsible for notifying the personnel office of that fact in writing within five (5) days of receipt of a reemployment notice. An employee accepting reemployment shall return to duty not later than thirty (30) calendar days following the date of intended reemployment announced by the personnel office. The employee is responsible for notifying the personnel office in writing of the time needed to return to duty.

10.8. **Wage, Hour and Working Condition Issues:** The County and the Union recognize that layoffs and displacements may trigger problems among remaining employees in a department in such areas as distribution of the work of laid off employees, preservation of bargaining unit work within the unit, classification levels of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addressed on a case-by-case basis, upon receipt by the County of a request to meet and confer from the Union.

ARTICLE XI **GRIEVANCE PROCEDURE**

11.1. **Purpose:** It is the purpose of this procedure to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and timely manner.

11.2. **Definition of a Grievance:** A grievance is a complaint of an employee or group of employees alleging the violation, misinterpretation or misapplication of any provision of this Memorandum of Understanding, or working conditions within the control of the department head, including rules and regulations, and disciplinary action for which no other procedure for orderly adjudication of the complaint exists.

11.3. **Definition of a Grievant:** A grievant is any employee within the bargaining unit represented by the Union alleging a grievance.

11.4. **Timeline for Filing a Grievance:** A grievance must be filed within thirty (30) calendar days after the event, or the grievant becomes knowledgeable of the event, but in no case after sixty (60) days of the event. This time limit includes the informal procedure. Time periods set forth in the grievance procedure may be extended by mutual written agreement of the County and the grievant, or the County and the Union, if the Union is representing the grievant.

11.5. **Informal Grievance Procedure:** Any employee, or group of employees, shall first discuss their grievance with the immediate supervisor. If not resolved within three (3) regular working/business days, the employee shall contact the department head. If, within five (5) regular

working/business days, the department head has not resolved the grievance to the satisfaction of the employee, the employee may submit his/her grievance in writing pursuant to the following procedure.

11.6. **Procedure:** The formal grievance procedure shall be as follows:

A. If a grievance has not been resolved at the informal discussion stage, the grievant may submit his/her grievance in writing, or use a form provided by the County to the department head involved. Within five (5) regular working/business days of receipt of the grievance, the department head shall investigate and produce a written response to the grievant.

B. All grievance appeals and requests for hearing shall be in writing and shall set forth the specific provision(s) of the MOU the grievant alleges has been violated, misinterpreted or misapplied, and shall set forth the facts supporting the allegations and the resolution desired.

C. If the response received by the grievant does not resolve the grievance, the grievant may appeal to the Personnel Officer within five (5) regular working/business days of receipt of the department head's decision. Upon receipt, the Personnel Officer, or his/her designee, shall investigate and respond to the grievant in writing within ten (10) regular working/business days.

D. If within five (5) regular working/business days of receipt of the personnel officer's written response, the grievant disputes the resolution proposed, the grievant may request that the grievance be heard before a mediator of the California Mediation and Conciliation Service. The request shall be in writing or on a form provided by the County stating the reasons why the proposed resolution is still disputed. The outcome of this mediation shall be advisory in nature.

E. If, within five (5) regular/working business days of receipt of the response of the mediator, the grievant disputes the proposed resolution, the grievant may request that the grievance be heard before the Board of Supervisors of the County of Del Norte. The request shall be in writing or on a form provided by the County stating the reasons why the outcome is still in dispute. The requested hearing must be held within twenty (20) regular/working days of receipt of the appeal by the Clerk to the Board. The Board's decision shall be in writing, stating the reasons for their decision and shall be presented to the grievant within five (5) regular/working days of the hearing. The decision of the Board of Supervisors shall be final.

11.7. **Representation Rights:** The Union shall have the right to represent employees in the bargaining unit in grievances. Individual employees may process their own grievances without assistance from the Union up to and including the Board of Supervisors level. The Union has no obligation to represent any employee's grievance once the employee has filed a formal written grievance without Union representation.

11.8. **Employee Processed Grievances:** The County agrees to provide the Union with a copy of the proposed resolution(s) to any grievances processed by employees without Union representation, except those grievances containing a confidential component. The Union shall be granted five (5) regular work/business days to review the proposed resolution(s) prior to implementation, to determine that the proposed resolution(s) are in conformance with the terms of this MOU.

11.9. **Release time for Witnesses:** The County agrees to release from duty without loss of pay or benefits any employee called as a witness in any grievance by the Union or an individual employee grievant.

ARTICLE XII **DISCIPLINE**

12.1. **General Provisions:** Employees not subject to the provisions of Local Agency Personnel Standards (Government Code Title 2, Administration, Division 5 [LAPS]), may be disciplined only in accordance with the provisions of this Article. Employees subject to LAPS may be disciplined only in accordance with the provisions of this Article and LAPS. In the event of conflict, the provisions of LAPS take precedence over this Article.

12.2. **Discipline:** Discipline means all personnel actions resulting from acts or omissions on the part of an employee consisting of written warnings, written reprimands, suspension without pay, demotion or dismissal. Permanent employees shall be disciplined only for just cause. All reasonable efforts shall be made to apply discipline progressively, to afford the employee a reasonable opportunity to correct deficient work practices or conduct. Newly-hired probationary employees may be suspended without pay, demoted or dismissed without the right to appeal or hearing. Promotional probationary employees who have previously achieved permanence in any class enjoy full due process rights established in this Article and in Section 6.5 of this MOU.

A. Written warnings and written reprimands may be challenged through the grievance procedure contained in Article XI of this MOU. However, these disputes shall not be subject to a hearing under Article XI.

B. Discipline may not be imposed on a permanent employee for any cause of which the County had knowledge for which discipline was not imposed and which occurred more than six (6) months prior to the issuance of formal charges.

12.3. **Right to Representation:** Whenever disciplinary action is initiated by the appointing authority, the employee shall be advised that s/he has a right to the presence of a representative, including the Union, at all stages of the proceedings, including, but not limited to, discussions and interrogations involving the employee, and at informal and formal disciplinary hearings.

12.4. **Clearance for Disciplinary Action:** Any proposed disciplinary action shall be approved by the Personnel Officer prior to any action being taken, in order to insure conformity with the procedures established in this Article, and consistency in the severity of discipline applied.

12.5. **Leave Pending Investigation:** Only on approval of the Personnel Officer may an employee against whom charges have been served pursuant to Section 12.14, or who is under investigation for possible discipline, be placed on paid administrative leave pending an investigation.

12.6. **Short Suspension:** If formal charges are served on an employee, and the discipline recommended is a suspension without pay of five (5) working days or less, discipline may be imposed immediately. The employee may request a hearing on the charges. If requested, an informal and formal hearing will be conducted as provided for in Sections 12.17 and 12.18. If the charges are not sustained, and/or if the discipline is rejected or reduced by action of the Board of Supervisors, the employee shall be compensated for those days of suspension without pay not upheld by the Board of Supervisors.

12.7. **Negative Evaluations:** A negative evaluation shall not of itself constitute grounds for discipline of a permanent employee. However, the deficiencies in employee performance including conduct documented in a negative evaluation may constitute grounds for discipline, and may result in charges being brought against an employee under the provisions of this Article.

12.8. **Disciplinary Documents:** All documents pertaining to a disciplinary action shall become a permanent part of the employee's personnel file.

12.9. **Corrective Action Plan:** A corrective action plan is required as a part of a written warning, written reprimand, suspension without pay or demotion. The corrective action plan, along with any disciplinary documents, shall become a permanent part of the employee's personnel file. The corrective action plan shall be prepared by the appointing authority and be subject to the approval of the Personnel Officer prior to delivery to the employee.

A. A corrective action plan shall identify and describe the problem to be solved; the specific training and/or instruction program necessary to resolve the problem; a time frame in which the problem is to be resolved, and; and description of consequences of failing to abide by the correction action plan, failure to improve, or repeating the same violation within the time frame of the plan. A Corrective Action Plan may become a basis for progressive discipline if the violation or act that generated the corrective action is repeated.

12.10. **Grievability:** The allegations, contents and outcomes of disciplinary actions are not grievable. However, alleged procedural violations of this Article shall be raised as part of the disciplinary proceedings rather than under the grievance procedure set forth in Article XI.

12.11. **Grounds for Disciplinary Action:** The following constitute grounds for disciplinary action:

- A. Conviction of a felony.
- B. Misappropriation of County funds or property.
- C. Misconduct.
- D. Intentional or neglectful misuse of County property resulting in increased maintenance or repair costs or a reduction in service life of the equipment.

- E. Use of County property not related to job function or for personal gain.
- F. Failure to improve substandard performance.
- G. Discourteous, discriminatory, offensive or abusive treatment of the public or fellow employees.
- H. Drinking alcoholic beverages or use of controlled substances without a prescription on the job, or arriving on the job under the influence of alcohol or controlled substances without a prescription.
- I. Habitual absenteeism or tardiness.
- J. Absence without notification.
- K. Abuse of sick leave or any other paid leave.
- L. Disorderly conduct.
- M. Incompetence or inefficiency in the performance of assigned duties.
- N. Being wasteful of material, property or working time.
- O. Insubordination, including, but not limited to, refusal to perform assigned tasks.
- P. Violation of any lawful, safe and reasonable order or written regulation made or given by an employee's supervisor or higher County authority.
- Q. Neglect of duty.
- R. Dishonesty.
- S. Fraud in securing employment.
- T. Gross misconduct.
- U. Refusal or failure to comply with safety rules and/or regulations, including drug and alcohol policies, promulgated by any government agency with jurisdiction.
- V. Refusal to take a medical examination required by the County.
- W. Serious physical and/or mental disability which prevents the employee from performing the essential functions of the position, even with reasonable accommodation of the disability.
- X. Failure to maintain any formal licensing or certification required for the employee's position.

- Y. Falsification of County records.
- Z. A violation of another person's constitutional rights.
- AA. Knowing and intentional disclosure of information which is confidential by law or written departmental policy.
- BB. Engaging in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with County business.

12.12. **Disciplinary Procedure:** Discipline may be imposed for the violation of any provision of Section 12.11. A written warning may be given for the first or a relatively minor violation, and shall set forth the particular violation and a corrective action plan. A written reprimand may be given for repeated violations or a violation of increased severity, and shall set forth the particular violation(s) and a corrective action plan. If suspension without pay of five (5) working days or less is proposed, the following procedure and the provisions of Section 12.6 shall apply. If suspension without pay of more than five (5) working days, demotion or dismissal is proposed, the following procedure shall apply.

12.13. **Written Notice of Charges:** When the appointing authority determines that sufficient grounds exist for imposing discipline on an employee, and following clearance by the Personnel Officer, the appointing authority shall prepare and provide to the employee a written notice of charges. The notice shall contain the following information:

- A. The provision(s) of Section 12.11 allegedly violated.
- B. A statement of the specific acts or omissions upon which the discipline is based, including the names, dates, times, locations and circumstances of the alleged violation(s), unless the information is privileged, stated in clear and concise language. The statement shall be sufficiently specific as to fully inform the employee of the nature of the charges against him/her.
- C. A statement that a copy of all non-privileged materials upon which the discipline is based are attached or available for inspection upon request.
- D. A description of the proposed discipline and its effective date(s).
- E. A statement advising the employee of the right to request a hearing on the charges, and the time frame in which such a request must be made.
- F. A statement advising the employee of the right to representation at any and all disciplinary proceedings.
- G. A blank "Response to Charges and Request for Hearing" form, the signing and return of which to the Personnel Officer constitutes activation of the hearing process.

12.14. **Service of Charges:** All notices of proposed discipline shall be personally served upon the employee, or mailed by certified mail, return receipt requested, to the last known address of the employee.

12.15. **Employee Response:** The employee may deny all of the charges and request a hearing on the charges by delivering a written statement which includes the grounds for denial of the charges to the Personnel Officer within five (5) regular working/business days of the date of receipt of the charges. This statement may be made on the form provided for that purpose along with the charges, or on a separate piece of paper, signed and dated by the employee.

12.16. **Failure to Respond:** If the employee fails to request a hearing within five (5) regular working/business days of receipt of the charges, the right to a hearing is waived, and the appointing authority may impose discipline upon the employee, with the approval of the Personnel Officer.

12.17. **Informal (Skelly) Hearing:** If the employee requests a hearing on the charges, the Personnel Officer shall schedule an information hearing at which the employee may answer and refute the charges, present mitigating evidence or otherwise respond to the charges. The Personnel Officer shall issue an opinion and decision within ten (10) regular working/business days of the hearing. If the Personnel Officer upholds the charges a formal hearing shall be scheduled, unless the employee withdraws the request for hearing at that point. If the Personnel Officer finds that the discipline proposed is not justified, the Personnel Officer may order the charges rejected and the employee exonerated with full salary and benefits. The Personnel Officer may also reduce the severity of discipline proposed, or imposed under Section 12.6. If this occurs, the employee may still choose to go forward to a formal hearing on the charges. It is the intent of the parties that all disputes be resolved at the lowest administrative level possible.

12.18. **Formal Hearing:** If the employee is dissatisfied with the Personnel Officer's decision, the employee must notify the Personnel Officer within ten (10) days after the Personnel Officer's decision has been mailed or delivered to the employee. The Personnel Officer shall arrange for a formal hearing on the charges. An impartial hearing officer shall be obtained for this purpose. The Personnel Officer shall arrange for a formal hearing on the charges. The County shall arrange an up-to-date roster of the Del Norte County Bar Union members who are willing to act as a hearing officer. The selection shall be at random from the list. Within three (3) working days of the employee's receipt of notification of the selection of a hearing officer, either the employee or the Personnel Officer may exercise one (1) peremptory challenge and disqualify said hearing officer. The hearing will be scheduled as early as possible. No hearing officer shall have two (2) consecutive hearings.

12.19. **Conduct of Hearing:** The employee may request either an open or closed hearing at his/her discretion. The technical rules of evidence shall not apply, but oral testimony shall be taken only on oath or affirmation. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of this evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the

extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

A. Each party shall have these right: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him. If the employee does not testify in his own behalf, he may be called and examined as if under cross-examination.

B. The County shall open the case and present evidence in support of the discipline proposed, or imposed under Section 12.6. The County shall have the burden of proving charges by a preponderance of the evidence.

C. Relevant documents which are part of the employee's personnel file, and those constituting the disciplinary action being appealed and upon which the County intends to rely in presenting its case, may be admitted as evidence in the hearing.

D. The employee may present his/her case in person or through a representative of his/her choice.

E. The hearing shall be recorded verbatim by a court reporter who shall be compensated by the County. The costs of any transcript ordered shall be borne by the party ordering the transcript.

F. The costs of the hearing officer shall normally be borne by the County. However, if the County believes the employee's defense of the charges is frivolous and without merit, the County may raise a frivolous defense claim at the hearing. If the hearing officer rules that the employee's defense was frivolous and without merit, the costs of the hearing officer shall be borne by the employee.

12.20. **Proposed Decision:** After the close of the hearing, the hearing officer shall submit his/her proposed decision in writing as promptly as possible simultaneously to the employee or his/her representative and to the Personnel Officer no later than ten (10) working days after the hearing. The arbitrator shall issue a finding on each charge and specification individually, and on the charges as a whole. The hearing officer shall also recommend discipline appropriate to the findings.

12.21. **Board of Supervisors Action:** The proposed decision shall be submitted to the Board of Supervisors at the next regularly scheduled Board meeting. The Board of Supervisors may adopt the decision in whole, amend it, reject it, or impose discipline different than that recommended by the hearing officer. However, the Board may not impose discipline greater than that recommended by the Personnel Officer following the information hearing. If the Board of Supervisors rejects all discipline against the employee, the employee shall be exonerated and reinstated to his/ her position without loss of pay or benefits. The decision of the Board of Supervisors shall be final subject to review by the Superior Court pursuant to the provisions of Section 1094.5 of the Code of Civil Procedure.

12.22. **Negotiated Settlement:** At any point in the proceedings the Personnel Officer and the employee and his/her representatives, if any, may negotiate, compromise and/or settle any dispute concerning discipline. The employee shall be granted a reasonable amount of time to have any proposed settlement reviewed by a representative of his/her choice before agreeing to and signing the settlement. Any negotiated settlement shall be reduced to writing, and shall become a permanent part of the employee's personnel file.

12.23. **Termination of a Grant or Temporary Extra-Help or Limited-Term Employee:** A grant or extra-help or limited-term temporary employee may be terminated at any time without right of appeal or hearing, except as may otherwise be provided by law. In case of termination the appointing authority shall provide the employee written notification of the reason for termination.

ARTICLE XIII
EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood and agreed that the specific provisions contained in this Memorandum of Understanding shall prevail over County practices and procedures to the extent permitted by State law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary on the part of the County. Unless specifically waived in this Memorandum of Understanding, the County specifically reserves its right to make decisions relating to the merits, necessity or organization of any service or activity as authorized by Government Code Section 3504.

ARTICLE XIV
ARTICLE/SECTION REPLACEMENT PROVISION

If any provisions of this MOU are held to be contrary to law by agreement of the parties or by a court of competent jurisdiction, those provisions will be deemed invalid, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event any Article or Section of this MOU is held contrary to law, the County and the Union agree to meet and confer within thirty (30) days after this holding for the purpose of arriving at a mutually satisfactory and legally enforceable replacement for the Article or Section.

ARTICLE XV
TERM OF AGREEMENT

This agreement shall become effective January 1, 2002 and shall remain in full force and effect through December 31, 2002. The County and the union shall each be entitled to reopen the Memorandum of Understanding during the term of this agreement for the purpose of meeting and conferring on items of economic significance.

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Attachments

Attachment A – Conflict of Interest Code for the County of Del Norte