

MARIPOSA COUNTY



LOCAL 2703

AFSCME LOCAL 2703
AFL/CIO

Mariposa County Managerial
and Confidential Organization (MCMCO)

MEMORANDUM OF UNDERSTANDING

November 1, 2019 - October 31, 2023

TABLE OF CONTENTS

PREAMBLE	6
ARTICLE 1 - RECOGNITION	6
ARTICLE 2 - DEFINITIONS	6
SECTION 2.1 - RECOGNIZED EMPLOYEE ORGANIZATION.....	6
SECTION 2.2 - EMPLOYEE.....	6
SECTION 2.3 - MANAGEMENT EMPLOYEE	6
SECTION 2.4 - CONFIDENTIAL EMPLOYEE	6
SECTION 2.5 - REGULAR FULL-TIME EMPLOYEES.	7
SECTION 2.6 - EXTRA HELP EMPLOYEE.....	7
SECTION 2.7 - ANNIVERSARY DATE	7
SECTION 2.8 - Y-RATE	7
ARTICLE 3 - NON-DISCRIMINATION	7
ARTICLE 4 - MANAGEMENT RIGHTS.....	7
ARTICLE 5 - UNION RIGHTS	9
SECTION 5.1 - STEWARDS AND RELEASE TIME	9
5.1.1 - Notification of Stewards.	9
5.1.2 - Release Time.	9
5.1.3 - Labor Negotiations	9
5.1.3.1 - Compensated Time Off.	9
5.1.3.2 - Resource Members.	9
5.1.4 - Grievance Processing.....	9
5.1.5 - Investigatory Interviews	9
SECTION 5.2 - BULLETIN BOARDS, USE OF FACILITIES.....	10
5.2.1 - Bulletin Boards.....	10
5.2.2 - Visitation and Distribution.....	10
5.2.3 - Facilities.	10
5.2.4 - Names and Addresses of Covered Workers.....	10
5.2.5 - Notification of Union Coverage.....	10
5.2.6 - Printing of Memorandum of Understanding	10
SECTION 5.3 - UNION SECURITY	11
SECTION 5.4 - NEW EMPLOYEE ORIENTATION.....	11
ARTICLE 6 - COMPENSATION.....	113
SECTION 6.1 - SALARIES	13
SECTION 6.2 - PAY PRACTICES	13
6.2.1 - Schedule of Payments.....	13
6.2.2 Merit Advancement Within Range.....	14
6.2.3 - Promotion.....	14
6.2.4 Demotion.....	14
6.2.5 - Transfer.....	14
6.2.6 - Position and Reclassification.....	14
6.2.7 Pay upon Termination.....	14
6.2.8 - Compaction.....	15
SECTION 6.3 - DIFFERENTIALS/ALLOWANCES.....	15
6.3.1 - On-Call Compensation.....	15

6.3.2 - Shift Differential.....	15
6.3.3 - Split Shift Differential	16
6.3.4 - Call-back Pay.....	16
6.3.5 - Educational Incentive Program.....	16
6.3.6 - Foul Weather and Safety Gear	16
SECTION 6.4 - BENEFITS.....	16
6.4.1 Insurance.....	16
6.4.2 Maintenance of Benefits.....	17
6.4.3 Benefits Available During Leaves.....	17
6.4.4 Retirement.....	18
6.4.5 Longevity Pay	19
SECTION 6.5 - WORKERS' COMPENSATION/STATE DISABILITY.....	20
6.5.1 Eligibility.....	20
6.5.2 Compensation.....	20
6.5.3 Usage.....	20
ARTICLE 7 - STATUS OF EMPLOYEES.....	21
SECTION 7.1 - STATUS OF NEW EMPLOYEES.....	21
SECTION 7.2 - STATUS OF PERMANENT EMPLOYEES.....	21
SECTION 7.3 - EVALUATIONS.....	22
SECTION 7.4 - RIGHTS.....	22
SECTION 7.5 - DRUG AND ALCOHOL POLICY.....	23
ARTICLE 8 - ATTENDANCE AND LEAVES	23
SECTION 8.1 - WORKING HOURS	23
8.1.1 - Regular Hours.....	23
8.1.2 - Rest Period.....	23
8.1.3 - Meal Periods.....	23
8.1.4 - Overtime.....	23
8.1.5 - Overtime Exempt Classifications	23
SECTION 8.2 - SCHEDULE CHANGES	24
SECTION 8.3 - LEAVES.....	24
8.3.1 - Annual Leave.....	24
8.3.2 - Vacation Accrual	24
8.3.3 - Sick Leave	25
8.3.3.1 - Personal Necessity.....	26
8.3.3.2 - Payment of Accumulated Sick Leave	26
8.3.4 - Bereavement Leave	27
8.3.5 - Illness Leave	27
8.3.6 - Education or Training Leave	27
8.3.7 - Leave to Seek Office	28
8.3.8 - Military Leave.....	28
8.3.9 - Compulsory Leave.....	28
8.3.10 - Maternity Leave	28
8.3.11 - Jury Duty.....	29
8.3.12 - Administrative Leave.....	29
8.3.13 - Leave Without Pay.....	29
8.3.14 - Failure to Return from Leave at Scheduled Time.....	30
8.3.15 - Payment for Earned Annual Leave upon Termination	30
8.3.16 - County Business	30

ARTICLE 9 - HOLIDAYS	30
SECTION 9.1 - LEGAL HOLIDAYS	30
SECTION 9.2 - INDIVIDUAL HOLIDAYS	31
9.2.1 - <i>Personal Holiday</i>	31
9.2.2 - <i>Additional Holiday</i>	31
SECTION 9.3 - HOLIDAY PAY	31
ARTICLE 10 - TRAVEL POLICY	31
SECTION 10.1 - IN-COUNTY TRAVEL	31
10.1.1 - <i>Mileage Reimbursement Rate</i>	31
10.1.2 - <i>Meals</i>	31
10.1.3 - <i>Employee Expenses</i>	32
SECTION 10.2 - OUT-OF-COUNTY TRAVEL	32
10.2.1 - <i>Mileage Reimbursement Rate</i>	32
10.2.2 - <i>Out-of-County Meals</i>	32
10.2.3 - <i>Lodging</i>	32
10.2.4 - <i>Banquet Expenses</i>	33
10.2.5 - <i>Travel Expense Advance</i>	33
SECTION 10.3 - NON-REIMBURSABLE ITEMS	33
ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK	33
SECTION 11.1 - DEFINITION OF OUT-OF-CLASS WORK	33
SECTION 11.2 - PROCEDURES	33
SECTION 11.3 - GENERAL CONDITIONS	34
11.3.1 - <i>Effective Dates</i>	34
11.3.2 - <i>Out-of-Class Payments</i>	34
11.3.3 - <i>Merit System</i>	34
11.3.4 - <i>One Year Bar</i>	35
SECTION 11.4 - TEMPORARY ASSIGNMENTS	35
ARTICLE 12 - SENIORITY & LAYOFF	35
SECTION 12.1 - SENIORITY DEFINED	35
SECTION 12.2 - ORDER OF LAYOFF	35
SECTION 12.3 - NOTICE OF LAYOFF	35
SECTION 12.4 - REASSIGNMENT IN LIEU OF LAYOFF	36
12.4.1 - <i>Vacant Positions</i>	36
12.4.2 - <i>Displacement</i>	36
SECTION 12.5 - LAYOFF	36
SECTION 12.6 - RE-EMPLOYMENT LIST	36
12.6.1 - <i>Recall</i>	36
12.6.2 - <i>Vacancies</i>	36
12.6.3 - <i>Deletion from List</i>	37
SECTION 12.7 - SENIORITY ACCRUAL	37
ARTICLE 13 - EMPLOYEE DISCIPLINE	37
SECTION 13.1 - JUST CAUSE	37
SECTION 13.2 - NOTICE OF INTENT TO DISCHARGE, DEMOTE, OR SUSPEND	38
SECTION 13.3 - DECISION TO DISCHARGE, DEMOTE, OR SUSPEND	39
SECTION 13.4 - IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OF PERMANENT EMPLOYEE	40
SECTION 13.5 - IMMEDIATE INTERIM SUSPENSION	40
ARTICLE 14 - GRIEVANCE PROCEDURE	41

SECTION 14.1 - DEFINITIONS.....	41
SECTION 14.2 - PRE-GRIEVANCE STEP.....	41
SECTION 14.3 - FORMAL GRIEVANCE.....	41
14.3.1 - Step One.	41
14.3.2 - Step Two.	42
14.3.3 - Step Three – Arbitration.	42
14.3.4 - Arbitrator Authority.	43
SECTION 14.4 - MISCELLANEOUS PROVISIONS.....	43
ARTICLE 15 - PERSONNEL FILES.....	44
ARTICLE 16 - SAFETY.....	44
ARTICLE 17 - NO STRIKE/ NO LOCKOUT.....	45
ARTICLE 18 - ENTIRE AGREEMENT.....	45
ARTICLE 19 - SAVINGS.....	46
ARTICLE 20 - DURATION.....	47
APPENDIX A - JOB CLASSIFICATIONS/SALARY SCHEDULE	
APPENDIX B - ALTERNATE WORK SCHEDULE	
INDEX	

PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Managerial/Confidential Organization, a chapter of AFSCME, Local 2703 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance, for all regular, full-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees, as that term is defined below.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

"Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining. The County will notify the Union in advance of any proposed changes to confidential employee designations.

Section 2.5 - Regular Full-Time Employees

“Regular Full-Time Employees” means all permanent and probationary salaried employees, excluding extra help employees. The term “Regular Full-Time Employees” is deemed to include part-time employees within bargaining unit classifications who receive employee benefits.

Section 2.6 - Extra Help Employee

“Extra Help Employee” means any employee who is not a regular full-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

“Anniversary Date” means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises, and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff or Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 - Y-Rate

If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a “Y” rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

4.2

Any matter involving the management of governmental operations vested by law in the County and

not covered by this Memorandum of Understanding is in the province of the County.

4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

4.5.8 - The County reserves the right to consider and implement employee furloughs at any point during the term of this Memorandum of Understanding. In the event furloughs are implemented, the County will meet and confer regarding the effects of such furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards.

The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time.

The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union as described below.

5.1.3 - Labor Negotiations.

The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than three (3) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case the ground rules on release time will govern for those negotiations only.

5.1.3.1 - Compensated Time Off: Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their available paid leave to attend scheduled negotiations.

5.1.3.2 - Resource Members: Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using available paid leave.

5.1.4 - Grievance Processing.

The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 - Investigatory Interviews.

One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where

the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards.

The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

- 1) Material shall be posted on space as designated;
- 2) Posted material shall bear the identity of the organization;
- 3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;
- 4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution.

The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

5.2.3 - Facilities.

County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers.

The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge.

5.2.5 - Notification of Union Coverage.

The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding.

The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Section 5.3 - Union Security

The County will deduct from the salary or wages of Union members the monthly Union membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Union, as certified in writing to the County, and pay such amounts to the Union.

5.3.1 - The County shall implement new, changed, or discontinued deductions as soon as possible following a request by the Union, but in no event more than fifteen (15) days after the Union's request.

5.3.2 - The Union shall indemnify and hold the County harmless from any and all claims or actions from employees for deductions made in reliance on the Union's certification or information provided to the County regarding cancellations or changes to employee deductions.

Section 5.4 - New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees hired after November 7, 2017, who are appointed to a classification within the MCMCO bargaining unit. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 - Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall

excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home telephone number

- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.

Wages for employees covered by this MOU shall be increased across the board as follows:

Three and one-quarter percent (3.25%) effective November 1, 2019.

Three and one-half percent (3.50%) effective November 1, 2020.

Salary increases for years 3 and 4 of the MOU, which will be effective November 1, 2021 and November 1, 2022, respectively, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase each year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2021 or 2022, respectively.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2019-20 and 2020-21 for Year 3 salary adjustment; and between Fiscal Years 2020-21 and 2021-22 for Year 4 salary adjustment.

6.1.2 - Equity Adjustments

Effective November 1, 2019, provide equity adjustments as follows:

Chief Deputy County Clerk – 15.04%

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments.

Employees shall be paid on the last working day of each calendar month.

6.2.2 - Merit Advancement Within Range.

An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification.

6.2.3 - Promotion.

When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion.

When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer.

An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification.

The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the affected employee shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination.

An employee who terminates his/her employment or is terminated with the County shall

receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

6.2.8 - Compaction.

It is in the County's interest to minimize salary range compaction. In this regard, the County's objective is to maintain a 10% spread between unit member salary steps and the highest supervised employee salary step. It is understood and agreed that this objective is not to be construed as imposing a mandate on the County to take any particular action or effectuate any particular changes in this regard.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation.

On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the administrative officer. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Employees assigned to on-call duty shall receive one dollar and fifty cents (\$1.50) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

During the term of the 2013/2014 MOU, the Parties reopened the agreement to allow the Parties to discuss the nature, scope, and applicability of the on-call language in this section, particularly with respect to classifications in the bargaining unit that may be directly impacted by on-call duties and responsibilities. The Parties agreed that the Fleet Superintendent classification and the Senior Information System Specialist classification are the two classifications that are subject to the provisions of this section. During the term of the 2017-2019 MOU, the Parties identified and agreed that the Social Worker Supervisor II classification shall also be subject to the provisions of this section. There are no other classifications to which on-call compensation is applicable.

6.3.2 - Shift Differential.

Employees shall receive shift differential as follows:

6.3.2.1 - Fifteen cents (\$.15) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.2 - Thirty cents (\$.30) per hour for all hours worked between 9:00 PM and 8:00

AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential.

The County agrees to provide an allowance for split shift differential of \$10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay.

Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate.

6.3.5 - Educational Incentive Program.

Employees shall be eligible for tuition reimbursement up to a maximum of \$200 per semester provided they have received prior approval by their Department Head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objectives defined in Section 8.3.6.

6.3.5.1 Stipends. The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- \$700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA).
- \$800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology.

6.3.6 - Foul Weather and Safety Gear.

Employees who are required to work outdoors in inclement weather or required to use safety gear, may be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head.

Section 6.4 - Benefits

6.4.1 - Insurance.

6.4.1.1 - Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 – County’s Contribution for Medical Insurance Benefits. The County’s contribution for medical insurance benefits governed by Government Code Section 22892 shall be Five Hundred Dollars (\$500) per employee or annuitant per month.

6.4.1.3 – Dental and Vision Insurance. The County’s contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars (\$15.00) per employee per month for the term of the MOU.

6.4.1.4 – Life Insurance. The County will pay Thirty Thousand Dollars (\$30,000.00) coverage for employee and One Thousand Dollars (\$1,000.00) dependent coverage.

6.4.1.5 – State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 – Flexible Benefit Allowance. Separate and apart from the County’s contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a monthly cash option amount. This amount may be applied toward the employee’s cost of any and all qualified non-taxable benefits under the County’s IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County’s Section 125 Plan.

	Effective 12/1/2019	Effective 12/1/2020	Effective 12/1/2021	Effective 12/1/2022
Medical Non-Participant	\$684.62	\$684.62	\$684.62	\$684.62
Participant	\$746.35	\$783.67	\$822.85	\$863.99

6.4.2 - Maintenance of Benefits.

The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves.

During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee

must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement.

The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011

For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
- ii. Final compensation based on the single highest year.
- iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013

This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.
- ii. Final compensation based on three (3) consecutive years.
- iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November

1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRa.

c. New members

For all employees who CalPERS determines are "new members" within the meaning of the PEPRa, the County's retirement plan shall consist of the following provisions:

- i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
- ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before the date the required resolution is adopted, who retire at or after age 50 with five years' service will continue to get the County contribution toward employee plus one, as provided in current County policy.

6.4.5 - Longevity Pay

6.4.5.1 For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

6.4.5.2 Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 For ten (10) years of continuous service, an additional annual Six Hundred Dollars (\$600.00) will be paid to the employee.

6.4.5.2.2 For fifteen (15) years of continuous service, an additional annual Eight Hundred and Fifty Dollars (\$850.00) will be paid to the employee.

6.4.5.2.3 For twenty (20) years of continuous services, an additional annual One Thousand One Hundred Dollars (\$1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars (\$1,500.00) will be paid to the employee.

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

Section 6.5 - Workers' Compensation/State Disability

6.5.1 - Eligibility:

Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job. In the case of a non-industrial injury, leave is discretionary with the employee's department head.

6.5.2 - Compensation:

An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.5.3 - Usage:

Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her work satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6)

months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

All employees shall be evaluated on a standardized personnel form. The County and Union agree to meet and consult to establish a standardized evaluation form to be used throughout the County.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action pursuant to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, the policy agreed to by the parties dated December 12, 2005.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours.

County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached in Appendix B).

8.1.2 - Rest Period.

An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid-point of the work period and not accumulated.

8.1.3 - Meal Periods.

Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If a non-exempt employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime.

Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. In the event of a declared emergency, employees shall only receive pay and not compensatory time off. Employees accruing compensatory time must take that time off within forty-five (45) days of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received but not worked, such as vacation, and authorized compensatory time off, shall be counted toward the base period. Sick leave shall not be included in the computation of overtime.

8.1.5 - Overtime Exempt Classifications.

Each of the represented classifications listed in Appendix A are considered salaried, overtime exempt classifications. Employees in the exempt classifications are compensated for meeting the requirements and performing the duties of their job. Such employees are deemed exempt from the overtime requirements set forth in Section 8.1.4 above. However, at the sole discretion of the County Administrator's Office, overtime exempt employees listed in

Appendix A may be paid at time and one-half their regular hourly rate for time worked in excess of forty (40) hours per workweek during a locally declared emergency.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - The department head or his/her designee shall meet with the Union and affected employees within the department regarding the proposed changes. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement.

8.2.3 - If agreement is reached, the department head shall implement the changes. If agreement is not reached, within thirty (30) calendar days of the parties' last meeting, the Union may request review of the proposed schedule change by the County Administrative Officer whose decision shall be final and binding.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action.

8.3.1 - Annual Leave.

Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-3 years of service	2 weeks
4-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of

vacation. Accumulated vacation may be taken between anniversary dates with the approval of the Department Head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the Department Head. 8.3.2.2

Employees may cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested. The cash out option will be available during the month of November to eligible employees who submit a written request to the Human Resources Department to exercise the option by November 1 of each year. This section sunsets November 1, 2020.

Effective November 2, 2020:

8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2020.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave

Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of fifteen hundred (1,500) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date

of demand, said department head shall report the fact of the demand for said certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave.

Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.

8.3.3.1 - Personal Necessity

Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave

The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. For the purpose of PERS retirement credit only, the current caps on sick leave accrual specified in sections 8.3.3.2.1 and 8.3.3.2.2 will be lifted; however, these two caps will remain for current employees electing sick leave pay-off rather than service credit conversion. Current employees will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of CalPERS; however, employees hired after June 30, 1996 will have the CalPERS program only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave

Employees will be allowed a maximum of five (5) days per calendar year for bereavement leave in the event of a death in the family. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next.

If bereavement leave is approved beyond the five (5) days, leave time will be drawn from the employee's vacation leave or Administrative Leave accrual.

8.3.5 - Illness Leave

This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave

This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the County. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.7 - Leave to Seek Office

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed twelve (12) months. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.8 - Military Leave

Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted not less than fifteen (15) days prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.3.9 - Compulsory Leave

If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave

Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head a two (2) week notice

of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.7.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty

Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Administrative Leave

Each full time overtime-exempt employee shall be entitled to ninety-six (96) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.3.13 - Leave Without Pay

With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

8.3.14 - Failure to Return from Leave at Scheduled Time.

Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination

Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business

No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees or representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as "Martin Luther King's Day"
3. Third Monday in February, known as "Presidents Day"
4. Last Monday in May, known as "Memorial Day"
5. July 4th, known as "Independence Day"
6. First Monday in September, known as "Labor Day"
7. Second Monday in October, known as "Columbus Day"
8. November 11th, known as "Veterans Day"
9. Thanksgiving Day
10. The day after Thanksgiving Day

11. December 25th, known as "Christmas Day"
12. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November appointed as Thanksgiving Day shall be a legal holiday in Mariposa County.
13. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8, and 11 occurs.
14. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8, and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday.

All County employees are entitled to a personal holiday; all new employees of the County are entitled to a personal holiday after their one-year (1-year) anniversary in the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday.

Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - In-County Travel

10.1.1 - Mileage Reimbursement Rate.

Employees who use their own vehicles for in- County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 - Meals.

If because of County business an employee provides a meal for another person, the employee

may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven (\$37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

10.1.3 - Employee Expenses.

Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate.

The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals.

Employees who because of County business are required to eat away from home shall be reimbursed as set out below:

An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars (\$44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of \$44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging.

Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses.

All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance.

A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-County travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre-registration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within thirty (30) calendar days of event for which the expense would have been incurred. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of \$3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures

When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall forward all requests to the County Administrative Officer with a recommendation for approval or denial.

The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

Deny the request and direct the department head to assign only those duties to the employee that is within the employee's current job description;

Approve the request for reclassification;

Deny the request for reclassification.

At least 10 working days prior to the County Administrative Officer docketing his/her recommendation of one of these actions to the Board, the County shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Board shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates.

In the event a reclassification request is approved by the Board of Supervisors subsequent to either the administrative officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December 1 following the date of the request.

11.3.2 - Out-of-Class Payments.

If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - Merit System.

Merit System rules shall apply to all affected employees who request reclassification.

11.3.4 - One Year Bar.

If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be as follows:

- a) Extra help employees;
- b) Probationary employees in the inverse order of seniority;
- c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions.

In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement.

In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority in the subject job classification or series over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall.

The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies.

When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List.

No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have an outside Union representative present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licensescs, credentials, or certificates;

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of or under the influence of alcohol beverages while at work or in county work areas;

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call;

13.1.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.8 - Violation of a County and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness/excessive absences.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

Section 13.3.5 - Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

Section 13.3.6 - Disciplinary Arbitration - In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit placing an employee on administrative leave prior to notice and a conference where such leave is required to protect persons or property in accordance with the following procedures provided, such leave is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between the parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One.

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;

4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

14.3.2 - Step Two.

If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration.

Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike

names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the County.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the County Administrative Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 - Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the Human Resources Director, County Counsel and the County Administrative Officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

Section 15.5 - No document, positive or negative, shall be placed in the employee's personnel file unless:

1. It contains the employee's signature acknowledging that the document is to be placed in the employee's personnel file; or
2. It is accompanied by a Personnel Action Form signed by the employee, which will remain permanently attached to the document; or
3. The employer has indicated on the document or the Personnel Action Form that the employee has refused to sign.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to

unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances,

rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give the Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.


In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2019, and shall continue in full force and effect through October 31, 2023, and shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County



Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date:

12/6/19


Richard C. Bolanos
County Negotiator

Approved as to Form:

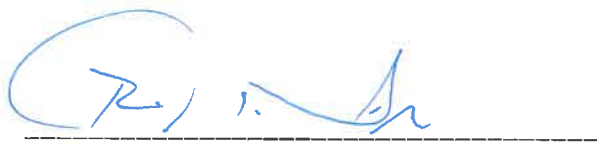

Steven W. Dahlem
County Counsel


For the Union


Debbie Macias, Business Agent
AFSCME, Local 2703

Date:

12/11/19


Rob Iwama, Team Member
MCMCO


Rebecca Maietto, Team Member
MCMCO

APPENDIX A

Job Classifications and Salary Grade/Step Table

These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ACCOUNTANT II-CONF	305	1	28.398	4,922.21	59,067.59
	305	2	29.819	5,168.46	62,022.69
	305	3	31.308	5,426.71	65,121.67
	305	4	32.874	5,698.01	68,377.44
	305	5	34.520	5,983.28	71,800.71
ADMIN ANALYST I - CF	315	1	27.606	4,784.94	57,420.38
	315	2	28.986	5,024.22	60,291.72
	315	3	30.436	5,275.48	63,306.95
	315	4	31.957	5,539.09	66,470.37
	315	5	33.555	5,816.12	69,794.85
ADMIN ANALYST II - CF	316	1	31.019	5,376.59	64,520.35
	316	2	32.569	5,645.21	67,743.89
	316	3	34.198	5,927.62	71,132.81
	316	4	35.906	6,223.62	74,684.94
	316	5	37.705	6,535.37	78,426.06
ADMINISTRATIVE ANALYST I	457	1	27.606	4,784.94	57,420.38
	457	2	28.986	5,024.22	60,291.72
	457	3	30.436	5,275.48	63,306.95
	457	4	31.957	5,539.09	66,470.37
	457	5	33.555	5,816.12	69,794.85
ADMINISTRATIVE ANALYST II	458	1	31.019	5,376.59	64,520.35
	458	2	32.569	5,645.21	67,743.89
	458	3	34.198	5,927.62	71,132.81
	458	4	35.906	6,223.62	74,684.94
	458	5	37.705	6,535.37	78,426.06
ADMINISTRATIVE TECH-CF	303	1	26.284	4,555.86	54,671.45
	303	2	27.599	4,783.69	57,405.35
	303	3	28.979	5,022.96	60,276.69
	303	4	30.426	5,273.69	63,285.48
	303	5	31.948	5,537.48	66,451.04
ASSESSMT OFFICE MGR	158	1	25.518	4,423.08	53,077.93
	158	2	26.793	4,644.09	55,730.22
	158	3	28.135	4,876.57	58,519.95
	158	4	29.538	5,119.78	61,438.54
	158	5	31.014	5,375.70	64,509.61
ASST ASSESSOR/RECORDER	411	1	35.307	6,119.82	73,439.33
	411	2	37.073	6,425.86	77,111.73
	411	3	38.924	6,746.74	80,962.37
	411	4	40.869	7,083.90	85,008.45
	411	5	42.914	7,438.24	89,260.70
ASST AUDITOR	312	1	38.926	6,747.09	80,966.67
	312	2	40.870	7,084.08	85,010.60
	312	3	42.914	7,438.24	89,260.70
	312	4	45.060	7,810.32	93,725.56
	312	5	47.314	8,200.99	98,413.77

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Job Classifications and Salary Grade/Step Table

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
ASST COUNTY COUNSEL	319	1	54.229	9,399.47	112,795.81
	319	2	56.940	9,869.45	118,435.63
	319	3	59.787	10,362.92	124,357.42
	319	4	62.777	10,881.07	130,575.37
	319	5	65.916	11,425.14	137,104.29
ASST DISTRICT ATTORNEY	465	1	51.230	8,879.61	106,557.47
	465	2	53.791	9,323.63	111,885.66
	465	3	56.481	9,789.82	117,480.16
	465	4	59.305	10,279.29	123,353.85
	465	5	62.270	10,793.27	129,521.76
ASST TREAS/TAX COLLECTOR	412	1	35.620	6,174.05	74,090.05
	412	2	37.400	6,482.58	77,792.51
	412	3	39.267	6,806.15	81,675.38
	412	4	41.234	7,147.08	85,766.55
	412	5	43.294	7,504.11	90,051.02
CHIEF DEPUTY COUNTY CLERK	446	1	35.685	6,185.23	74,224.21
	446	2	37.468	6,494.25	77,932.58
	446	3	39.342	6,819.14	81,831.18
	446	4	41.307	7,159.65	85,917.55
	446	5	43.376	7,518.29	90,221.34
CHIEF DEPUTY TREAS/TAX COLLECTOR	445	1	31.019	5,376.59	64,520.35
	445	2	32.569	5,645.21	67,743.89
	445	3	34.198	5,927.62	71,132.81
	445	4	35.906	6,223.62	74,684.94
	445	5	37.705	6,535.37	78,426.06
CHILD SUPT SUPERVISOR	456	1	28.429	4,927.58	59,132.02
	456	2	29.851	5,174.00	62,089.26
	456	3	31.342	5,432.43	65,190.40
	456	4	32.909	5,704.10	68,450.45
	456	5	34.555	5,989.37	71,873.73
COUNTY ENGINEER	452	1	48.856	8,468.18	101,620.14
	452	2	51.299	8,891.61	106,701.36
	452	3	53.864	9,336.33	112,038.14
	452	4	56.558	9,803.25	117,641.23
	452	5	59.384	10,293.06	123,519.21
COUNTY SURVEYOR	432	1	44.329	7,683.61	92,205.06
	432	2	46.546	8,067.84	96,815.96
	432	3	48.874	8,471.40	101,658.79
	432	4	51.316	8,894.65	106,737.87
	432	5	53.882	9,339.38	112,074.65
COURT EXECUTIVE ASST	700	1	30.819	5,341.88	64,103.71
	700	2	32.359	5,608.71	67,305.78
	700	3	33.978	5,889.32	70,673.22
	700	4	35.675	6,183.54	74,203.88
	700	5	37.459	6,492.78	77,914.93

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Job Classifications and Salary Grade/Step Table

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
DEP AG COMMISSIONER/SLR	436	1	38.260	6,631.66	79,581.47
	436	2	40.174	6,963.28	83,560.97
	436	3	42.183	7,311.55	87,740.20
	436	4	44.293	7,677.34	92,129.89
	436	5	46.507	8,061.04	96,734.35
DEP CLERK OF THE BOARD I	318	1	19.169	3,322.63	39,872.34
	318	2	20.129	3,488.89	41,867.46
	318	3	21.134	3,663.20	43,959.22
	318	4	22.192	3,846.45	46,158.37
	318	5	23.300	4,038.67	48,464.89
DEP CLERK OF THE BOARD II	301	1	22.026	3,817.82	45,814.75
	301	2	23.126	4,008.42	48,101.94
	301	3	24.284	4,209.21	50,511.55
	301	4	25.498	4,419.49	53,034.98
	301	5	26.773	4,640.52	55,687.27
DEP DIRECTOR OF ADMIN SRVS HS	476	1	43.421	7,526.12	90,315.17
	476	2	45.594	7,902.84	94,835.87
	476	3	47.873	8,297.81	99,575.62
	476	4	50.266	8,712.65	104,553.76
	476	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF ADULT/AGING	474	1	43.421	7,526.12	90,315.17
	474	2	45.594	7,902.84	94,835.87
	474	3	47.873	8,297.81	99,575.62
	474	4	50.266	8,712.65	104,553.76
	474	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF BEHAVIORL HLTH	475	1	43.421	7,526.12	90,315.17
	475	2	45.594	7,902.84	94,835.87
	475	3	47.873	8,297.81	99,575.62
	475	4	50.266	8,712.65	104,553.76
	475	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF PUBLIC ASST	473	1	43.421	7,526.12	90,315.17
	473	2	45.594	7,902.84	94,835.87
	473	3	47.873	8,297.81	99,575.62
	473	4	50.266	8,712.65	104,553.76
	473	5	52.780	9,148.42	109,783.16
DEP DIRECTOR OF PUBLIC HEALTH	472	1	43.421	7,526.12	90,315.17
	472	2	45.594	7,902.84	94,835.87
	472	3	47.873	8,297.81	99,575.62
	472	4	50.266	8,712.65	104,553.76
	472	5	52.780	9,148.42	109,783.16
DEP DIRECTOR PUBLIC WORKS	453	1	48.015	8,322.51	99,871.99
	453	2	50.415	8,738.42	104,863.01
	453	3	52.935	9,175.27	110,105.30
	453	4	55.583	9,634.12	115,611.75
	453	5	58.361	10,115.71	121,390.94

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
DEP DISTRICT ATTY I	427	1	35.043	6,074.01	72,889.54
	427	2	36.795	6,377.71	76,534.02
	427	3	38.635	6,696.63	80,361.04
	427	4	40.566	7,031.28	84,377.06
	427	5	42.595	7,382.95	88,597.09
DEP DISTRICT ATTY II	430	1	40.474	7,015.36	84,185.92
	430	2	42.498	7,366.12	88,395.22
	430	3	44.623	7,734.44	92,814.98
	430	4	46.853	8,120.99	97,453.79
	430	5	49.196	8,527.06	102,326.70
DEP DISTRICT ATTY III	429	1	47.940	8,309.45	99,715.22
	429	2	50.339	8,725.17	104,704.09
	429	3	52.857	9,161.66	109,942.09
	429	4	55.499	9,619.63	115,437.80
	429	5	58.274	10,100.69	121,210.54
DEP PLANNING DIRECTOR	425	1	42.278	7,328.00	87,937.78
	425	2	44.391	7,694.34	92,333.91
	425	3	46.610	8,078.94	96,949.11
	425	4	48.941	8,482.85	101,796.24
	425	5	51.386	8,906.82	106,883.90
DIV DIR OF ADMIN SRVS HS	471	1	49.129	8,515.61	102,189.25
	471	2	51.586	8,941.36	107,298.39
	471	3	54.165	9,388.41	112,663.10
	471	4	56.872	9,857.65	118,294.10
	471	5	59.717	10,350.70	124,210.74
DIV DIR OF HEALTH SERVICES	469	1	49.129	8,515.61	102,189.25
	469	2	51.586	8,941.36	107,298.39
	469	3	54.165	9,388.41	112,663.10
	469	4	56.872	9,857.65	118,294.10
	469	5	59.717	10,350.70	124,210.74
DIV DIR OF HUMAN SERVICES	470	1	49.129	8,515.61	102,189.25
	470	2	51.586	8,941.36	107,298.39
	470	3	54.165	9,388.41	112,663.10
	470	4	56.872	9,857.65	118,294.10
	470	5	59.717	10,350.70	124,210.74
ENV HEALTH MANAGER	444	1	41.146	7,131.86	85,584.01
	444	2	43.200	7,487.82	89,855.58
	444	3	45.361	7,862.39	94,350.51
	444	4	47.628	8,255.40	99,066.64
	444	5	50.011	8,668.45	104,023.30
FAC AND REC SERVICES MANAGER	450	1	38.546	6,681.24	80,176.35
	450	2	40.476	7,015.71	84,190.22
	450	3	42.499	7,366.31	88,397.36
	450	4	44.623	7,734.44	92,814.98
	450	5	46.854	8,121.17	97,455.94

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
FISCAL OFFICER II	437	1	38.926	6,747.09	80,966.67
	437	2	40.870	7,084.08	85,010.60
	437	3	42.914	7,438.24	89,260.70
	437	4	45.060	7,810.32	93,725.56
	437	5	47.314	8,200.99	98,413.77
FLEET MANAGER	414	1	32.608	5,652.02	67,825.50
	414	2	34.236	5,934.07	71,210.12
	414	3	35.951	6,231.32	74,777.28
	414	4	37.747	6,542.72	78,514.11
	414	5	39.636	6,870.04	82,442.07
LEGAL EXECUTIVE ASSISTANT	454	1	27.606	4,784.94	57,420.38
	454	2	28.986	5,024.22	60,291.72
	454	3	30.436	5,275.48	63,306.95
	454	4	31.957	5,539.09	66,470.37
	454	5	33.555	5,816.12	69,794.85
LEGAL EXECUTIVE ASSISTANT CONF	313	1	27.606	4,784.94	57,420.38
	313	2	28.986	5,024.22	60,291.72
	313	3	30.436	5,275.48	63,306.95
	313	4	31.957	5,539.09	66,470.37
	313	5	33.555	5,816.12	69,794.85
NURSE PRACTITIONER	468	1	47.854	8,294.59	99,536.96
	468	2	50.247	8,709.24	104,512.95
	468	3	52.759	9,144.67	109,738.06
	468	4	55.397	9,601.91	115,225.18
	468	5	58.167	10,082.07	120,987.19
OFFICE ASSISTANT II-CONF	311	1	14.887	2,580.29	30,964.10
	311	2	15.628	2,708.78	32,506.07
	311	3	16.408	2,844.08	34,129.66
	311	4	17.232	2,986.90	35,843.44
	311	5	18.091	3,135.80	37,630.25
ON-CALL COORDINATOR	441	1	36.393	6,307.91	75,696.46
	441	2	38.214	6,623.61	79,484.82
	441	3	40.126	6,955.04	83,462.18
	441	4	42.134	7,303.13	87,639.26
	441	5	44.236	7,667.50	92,011.77
PAYROLL SPECIALIST	302	1	25.211	4,369.75	52,437.95
	302	2	26.471	4,588.25	55,060.17
	302	3	27.793	4,817.34	57,809.10
	302	4	29.184	5,058.39	60,701.91
	302	5	30.642	5,311.09	63,734.33
PROGRAM ADMINISTRATOR / ASOC	478	1	37.666	6,528.63	78,345.09
	478	2	39.549	6,855.06	82,262.31
	478	3	41.527	7,197.82	86,375.40
	478	4	43.603	7,557.70	90,694.22
	478	5	45.783	7,935.59	95,228.88

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
PROGRAM ADMINISTRATOR / CSOC	477	1	37.666	6,528.63	78,345.09
	477	2	39.549	6,855.06	82,262.31
	477	3	41.527	7,197.82	86,375.40
	477	4	43.603	7,557.70	90,694.22
	477	5	45.783	7,935.59	95,228.88
PROGRAM MANAGER	404	1	29.137	5,050.34	60,605.27
	404	2	30.594	5,302.86	63,635.54
	404	3	32.123	5,567.90	66,816.13
	404	4	33.734	5,847.09	70,166.39
	404	5	35.417	6,138.80	73,666.98
PSYCHIATRIC M/H NURSE PRAC	455	1	74.263	12,871.93	154,466.13
	455	2	77.976	13,515.66	162,191.05
	455	3	81.874	14,191.25	170,298.24
	455	4	85.969	14,901.02	178,815.62
	455	5	90.266	15,645.86	187,753.93
PUBLIC HEALTH EDUCATOR	420	1	38.581	6,687.32	80,249.37
	420	2	40.511	7,021.81	84,263.23
	420	3	42.536	7,372.75	88,474.68
	420	4	44.663	7,741.42	92,898.73
	420	5	46.895	8,128.34	97,541.84
PUBLIC HEALTH NURSE MANAGER	442	1	47.939	8,309.26	99,713.07
	442	2	50.339	8,725.17	104,704.09
	442	3	52.853	9,160.95	109,933.50
	442	4	55.496	9,619.09	115,431.35
	442	5	58.268	10,099.62	121,197.66
PUBLIC WORKS SUPERINTENDENT	466	1	32.936	5,708.74	68,506.29
	466	2	34.580	5,993.84	71,927.42
	466	3	36.307	6,293.07	75,518.21
	466	4	38.125	6,608.22	79,300.13
	466	5	40.029	6,938.22	83,260.30
ROADS AND BRIDGES MANAGER	467	1	38.546	6,681.24	80,176.35
	467	2	40.476	7,015.71	84,190.22
	467	3	42.499	7,366.31	88,397.36
	467	4	44.623	7,734.44	92,814.98
	467	5	46.854	8,121.17	97,455.94
SOCIAL WORKER SPVR I	409	1	31.019	5,376.59	64,520.35
	409	2	32.569	5,645.21	67,743.89
	409	3	34.198	5,927.62	71,132.81
	409	4	35.906	6,223.62	74,684.94
	409	5	37.705	6,535.37	78,426.06
SOCIAL WORKER SPVR II	422	1	36.393	6,307.91	75,696.46
	422	2	38.214	6,623.61	79,484.82
	422	3	40.126	6,955.04	83,462.18
	422	4	42.134	7,303.13	87,639.26
	422	5	44.236	7,667.50	92,011.77

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POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
SOLID WASTE/RECYC MGR	418	1	38.546	6,681.24	80,176.35
	418	2	40.476	7,015.71	84,190.22
	418	3	42.499	7,366.31	88,397.36
	418	4	44.623	7,734.44	92,814.98
	418	5	46.854	8,121.17	97,455.94
SR ADMIN ANALYST - CF	317	1	34.357	5,955.18	71,463.54
	317	2	36.076	6,252.97	75,037.14
	317	3	37.879	6,565.63	78,789.00
	317	4	39.773	6,893.84	82,727.70
	317	5	41.762	7,238.53	86,863.98
SR ADMINISTRATIVE ANALYST	459	1	34.357	5,955.18	71,463.54
	459	2	36.076	6,252.97	75,037.14
	459	3	37.879	6,565.63	78,789.00
	459	4	39.773	6,893.84	82,727.70
	459	5	41.762	7,238.53	86,863.98
SR INFO SYSTEM SPECIALIST	440	1	38.090	6,602.14	79,227.11
	440	2	39.999	6,933.03	83,198.02
	440	3	41.997	7,279.33	87,353.63
	440	4	44.097	7,643.34	91,721.85
	440	5	46.300	8,025.25	96,304.83
SR OFFICE ASSISTANT-CONF	314	1	18.542	3,213.82	38,566.60
	314	2	19.468	3,374.35	40,493.00
	314	3	20.444	3,543.47	42,522.48
	314	4	21.465	3,720.47	44,646.46
	314	5	22.539	3,906.76	46,882.11
SR PLANNER	423	1	36.393	6,307.91	75,696.46
	423	2	38.214	6,623.61	79,484.82
	423	3	40.126	6,955.04	83,462.18
	423	4	42.134	7,303.13	87,639.26
	423	5	44.236	7,667.50	92,011.77
SR SUPERVISING ENV HEALTH SPEC	443	1	37.403	6,483.12	77,798.96
	443	2	39.273	6,807.22	81,688.26
	443	3	41.235	7,147.25	85,768.70
	443	4	43.301	7,505.36	90,066.05
	443	5	45.461	7,879.75	94,558.83
STAFF SERVICES MGR I	403	1	28.562	4,950.66	59,409.06
	403	2	29.991	5,198.35	62,381.34
	403	3	31.489	5,458.02	65,497.50
	403	4	33.065	5,731.12	68,774.74
	403	5	34.717	6,017.46	72,210.90
TECH SERVICES MANAGER	416	1	40.681	7,051.15	84,615.44
	416	2	42.715	7,403.71	88,846.21
	416	3	44.850	7,773.81	93,287.45
	416	4	47.092	8,162.51	97,952.04
	416	5	49.447	8,570.68	102,850.07

APPENDIX A

Job Classifications and Salary Grade/Step Table

These salaries are effective 11/1/2019. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

POSITION	GRADE	STEP	HOURLY	MONTHLY	ANNUAL
UTILITIES MANAGER	451	1	32.608	5,652.02	67,825.50
	451	2	34.236	5,934.07	71,210.12
	451	3	35.951	6,231.32	74,777.28
	451	4	37.747	6,542.72	78,514.11
	451	5	39.636	6,870.04	82,442.07

APPENDIX B

Alternate Work Schedules

1. Assessor's Office: 4/10 schedule for appraisers as approved by the Assessor from time-to-time.⁽¹⁾
2. Child Support Services Office: 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).
3. Health and Human Services Agency:
 - a. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.⁽²⁾
 - b. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
 - c. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
 - d. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
 - e. Public Health Educator work schedule - Four/9 hour days and one/4 hour day. (13-395).
 - f. 4/10 schedule for Administrative Analyst staff (14-578)
 - g. Sr. Supervising Environmental Health Specialist - Choose between traditional 5/8, or alternative 9/80 or 4/10 work schedule (19-93).
4. Planning and Building: 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).
5. Public Works:
8:00 a.m. to 4:30 p.m. M-F with 4/10 and 9/80 schedules and associated start/stop time variations assigned to specific employees from time to time as approved by the Department Head. (17-40).

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

- (1) Established prior to County policy requiring Board of Supervisors' approval of alternate work schedules.
- (2) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

INDEX

A

Alternate Work Schedules.....	Appendix B
Anniversary Date.....	7
Arbitration.....	42
Attendance and Leaves.....	23

B

Banquet Expenses	33
Benefits Available During Leaves.....	17
Bulletin Boards.....	10

C

Call-back Pay	16
Compaction	15
Compensated Time Off	9
Compensation.....	13
Confidential Employee.....	6

D

Decision to Discharge, Demote, or Suspend	39
Notice of Intent.....	38
Demotion.....	14
Dental and Vision.....	17
Differentials/Allowances	15
Drug and Alcohol Policy	23
Duration	47

E

Educational Incentive Program	16
Employee	
Confidential Employee.....	6
Extra Help Employee.....	7
Recognized Employee Organization.....	6
Regular Full-Time Employees	7
Employee Discipline	37
Employee Expenses.....	32
Entire Agreement	45
Evaluations	22

F

Facilities.....	10
Failure to Return from Leave at Scheduled Time....	30
Foul Weather and Safety Gear	16

G

Grievance Procedure	41
Grievance Processing	9

H

Holiday Pay.....	31
Holidays	30

I

Individual Holidays	31
Insurance	16
Investigatory Interviews	9

J

Just Cause.....	37
-----------------	----

L

Labor Negotiations	9
Layoff.....	36
Leaves	
Administrative Leave.....	29
Annual Leave.....	24
Bereavement Leave	27
Compulsory Leave.....	28
County Business	30
Education or Training Leave	27
Illness Leave.....	27
Jury Duty	29
Leave to Seek Office	28
Leave Without Pay	29
Maternity Leave.....	28
Payment for Earned Annual Leave upon	
Termination	30
Payment of Accumulated Sick Leave	26
Personal Necessity	26
Sick Leave	25
Vacation Accrual	24
Lodging	32
Longevity Pay.....	19

M

Maintenance of Benefits.....	17
Management Rights.....	7
Meal Periods	23
Meals	31
Merit Advancement.....	14
Merit System	34
Mileage Reimbursement Rate	32

N

Names and Addresses of Covered Workers	10
No Strike/No Lockout	45
Non Discrimination	7
Non-Reimbursable Items.....	33
Notification of Stewards.....	9
Notification of Union Coverage	10

O

On-Call Compensation	15
Out-Of-Class Payments	34
Out-of-County Travel.....	32
Overtime.....	23

INDEX

Overtime Exempt Classifications	23
P	
Pay Practices	13
Pay upon Termination	14
Personnel Files	44
Position and Reclassification.....	14
PREAMBLE	6
Printing of Memorandum of Understanding.....	10
Promotion.....	14
R	
Reclassification	33
Recognition	6
Recognized Employee Organization	6
Regular Hours	23
Release Time.....	9
Resource Members.....	9
Rest Period	23
Retirement	18
S	
Safety.....	44
Salaries	13
Savings	46
Schedule Changes.....	24
Seniority	35
Seniority Accrual.....	37
Shift Differential.....	15
Split Shift Differential	16
Status Of Employees	21
Stewards and Release Time.....	9
T	
Temporary Assignments.....	35
Transfer	14
Travel Expense Advance.....	33
Travel Policy	31
U	
Union Rights	9
Union Security.....	11
V	
Visitation and Distribution	10
W	
Working Hours.....	23
Y	
Y-Rate	7