



County of Del Norte
County Administrative Office
981 "H" Street, Ste. 210
Crescent City, California 95531

Phone
(707) 464-7214

Fax
(707) 464-1165

AGENDA DATE: June 23, 2020

TO: Del Norte County Board of Supervisors

FROM: Jay Sarina, County Administrative Officer

SUBJECT: Memorandum of Understanding – Del Norte County Sheriff's Employees Association

RECOMMENDATION FOR BOARD ACTION:

Approve and Adopt the Memorandum of Understanding ("MOU") between the County of Del Norte and the Del Norte County Sheriff's Employees Association (SEA) effective November 1, 2019, to coincide with the expiration of the previous agreement.

DISCUSSION/JUSTIFICATION:

The attached Memorandum of Understanding (MOU) is the result of several months of collective bargaining between the SEA and County staff. This MOU is a three (3) year agreement, providing for, among other provisions and benefits, a cost of living increase. Also included are changes to language that better define the responsibilities of both employer and employee:

- COLA: includes three separate pay increases beginning with 3% salary increase the first full pay period in July 2020 following ratification of the Agreement, 2.0% salary increase in July 2021 and 2.0% salary increase in July 2022.
- New language on mileage reimbursement and transportation for use of a personal vehicle when a County vehicle is not available
- New per diem rates for reimbursed meal periods while traveling on County business
- Updated the travel section to align with other County departments and consistency with the processes established by the Auditor-Controller's office.
- Catastrophic Leave now includes a provision for circumstances that may include an employee's immediate family member that requires the employee to be absent from work.

The above is intended to be a general overall outline of the financial effects of this new

Agreement, and should not be considered an all-inclusive list of changes.

This Agreement will expire on October 31, 2022. Although this MOU represents the conclusion of the current round of negotiations with SEA, a reopening of the Agreement may be necessary for economic provisions, or matters relating to the health insurance fund/plan. SEA membership approved this new agreement at its election as confirmed by the SEA President on June 15, 2020.

FINANCING:

Funding for all provisions in this MOU will be included in the FY 2020/2021 Recommended Budget.

ALTERNATIVE:

Not approve the Agreement and direct staff to return to the negotiation table.

CHILDREN'S IMPACT STATEMENT: This section meets one (1) of the following outcome measures for children in Del Norte County:

- Children ready for and succeeding in school.
- Children and youth are healthy and preparing for adulthood.
- Families are economically self-sufficient.
- Families are safe, stable and nurturing.
- Communities are safe and provide a high quality of life.
- No impact to Children as a result of this action.

ADMINISTRATIVE SIGN-OFF:

- AUDITOR: Clinton Schaad
- COUNTY ADMINISTRATIVE OFFICER: Jay Sarina
- ASSISTANT COUNTY ADMINISTRATIVE OFFICER: Neal Lopez
- COUNTY COUNSEL: Joel Campbell-Blair
- HUMAN RESOURCES: Cathy Hafterson
- OTHER DEPARTMENT:



DN CO AGMT #

MEMORANDUM OF UNDERSTANDING

Between

County of Del Norte

and

Del Norte County

Sheriff's Employees' Association

November 2019 to October 31, 2022



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ARTICLE I

TERM

This Memorandum of Understanding shall become effective November 1, 2019, and shall remain in full force and effect through October 31, 2022. The parties shall commence negotiations for a successor agreement no later than May 1, 2022.

This Memorandum of Understanding (MOU) is entered into by the County of Del Norte (hereinafter referred to as "County") and the Del Norte County Sheriffs Employees Association (hereinafter referred to as "SEA") under the authority of Government Code Section 3500 et seq.

RECOGNITION

The County of Del Norte recognizes and certifies Del Norte County Sheriffs Employees Association as the exclusive bargaining unit for employees under the authority of the Del Norte County Sheriff-Coroner other than management, mid-managers, Undersheriff, Lieutenants or like positions and employees represented by another bargaining unit. See Attachment A for a list of positions covered by this Agreement.

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the right, powers and authority retained solely and exclusively by County include, but are not limited to, the following: To manage and direct its business and human resources; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, layoff and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; classify positions and determine the content and title of such classifications; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Management Responsibilities

The exercise of these rights shall not preclude the SEA from meeting and conferring with the County on the impact of County actions on matters within the scope of representation pursuant to Government Code §3500 et seq. or otherwise limiting the exercise of particular rights in accordance with the express terms of this agreement.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state or county law, or the County Employer-Employee Relations Policy.

ARTICLE II DEFINITIONS

The following definitions shall be applied throughout this MOU and shall have the respective meanings given unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants:

- 2.1. **Anniversary Date:** The date of an employee's beginning performance of the duties of a given permanent position that an employee becomes eligible for an annual step increase under the provisions of this agreement. The anniversary date may change as an employee changes positions, is promoted, demoted, or on an unpaid leave of absence.
- 2.2. **Appointing Authority:** A unit or department head to whom authority is delegated to make the appointment to fill a vacant position and to remove employees from employment.
- 2.3. **Assignment:** A particular project, program and/or activity related to the function and needs of the department.
- 2.4. **Class Series:** A series of positions in a particular class that may consist of entry, journey and/or lead person levels (i.e.; I, II, III, etc).
 - A. Entry level is typically a trainee level. The entry level is assigned duties that will increase experience. Employees perform the more routine, less complex job assignments, while learning the more complex operation, policies, assignments and programs related to their department or division function.
 - B. Journey level is the experienced working level. It is the second level in a class series and may be assigned paraprofessional, complex job assignments under minimal supervision. Employees advancing to this level in the series have demonstrated qualifications and the ability to adequately fulfill the assigned responsibilities.
 - C. Lead worker or skilled level is the most experienced characterized by a combination of high-level job assignments. Employees perform the full range of journey or specialist job assignment while also providing work direction, training and coordination for other workers. The emphasis of this series is on performing the more paraprofessional, complex work assignments. Employees advanced to this level are provided general direction in the performance of their responsibilities.
- 2.5. **Catastrophic Illness or Injury:** A severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, son, or daughter that results in the employee being required to take time off from work for an extended period to care for the family member. An employee's job related illness or injury subject to workers' compensation coverage shall not be eligible for this catastrophic leave provision.
- 2.6. **Class:** A group of positions with the same title and alike in duties, responsibilities and authorities requiring the same qualifications and level of compensation (salary rate).

Positions in this group are assigned to various programs and/or activities at the department head's discretion.

- 2.7. **Classification**: The process of job analysis and documentation by which newly-created positions are defined and delineated in a formal class description, and assigned a specific rate of pay.
- 2.8. **Compensatory Time Off (CTO)**: Time off with pay to compensate an employee for overtime worked in lieu of cash compensation.
- 2.9. **Continuous Service**: Uninterrupted employment with the County from the effective date of employment, on a continuous paid status basis. A County-approved paid leave of absence does not constitute interruption of employment.
- 2.10. **Demotion**: Movement of an employee from one position to another position having a lower maximum salary range.
- 2.11. **Department**: A distinct branch of County government that may consist of one or more units or divisions.
- 2.12. **Department Head**: A person who manages a department of County government and who reports directly to the Board of Supervisors.
- 2.13. **Disciplinary Action**: A negative action taken against an employee by the appointing authority in response to an employee's action, work performance, conduct, behavior, etc that constitutes grounds for discipline.
- 2.14. **Discrimination**: As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or groups of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap or age.
- 2.15. **Dismissal**: Termination of employment with Del Norte County for reasons attributable to the employee for violation of standards of conduct; safety regulations; unsatisfactory performance or any combination thereof that constitute cause and grounds for dismissal.
- 2.16. **Division**: A functional unit of County government within a department.
- 2.17. **Division Manager**: A director, manager or supervisor of a division.
- 2.18. **Employee**: Any person who has been hired and occupying an authorized position in County service.
 - A. **Confidential Employee**: An employee so designated by the Board of Supervisors who has access to privileged and confidential information relating to the County's administration of employer-employee relations and other personnel matters. Employee's access to these confidential matters shall be strictly limited to the areas of work in which they are normally engaged.
 - B. **Extra Help Employee**: An employee who works to cover vacations, sick leave or other anticipated or unanticipated absences of a permanent full-time or part-time employee on a limited term basis. An extra help employee is limited to working less

than 1,000 hours per fiscal year in a temporary, seasonal, on-call, part-time or other capacity. Extra help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits, longevity pay or other benefits, incentives and conditions of employment specifically provided to permanent full-time or permanent part-time except those mandated by law. Extra help employees do not have a probationary period or achieve permanent status.

- C. **Limited-Term Employee:** An employee who works in a program of a limited duration, duration to be specified at commencement of employment. Limited-term employees are paid per unit of work or on an hourly basis. Limited-term employees shall not accrue holidays, vacation, sick leave benefits or be entitled to group insurance or other types of benefits provided to permanent employees, nor shall they be covered by the provisions of this MOU.
 - D. **Mid-Management/Professional Employee:** An employee classification designated by the Board of Supervisors engaging in specialized and responsible work requiring knowledge acquired by prolonged course(s) of specialized instruction or study and whose work may include management duties of a department, division or unit who carries out the departmental management policies.
 - E. **Permanent Employee:** An employee who is hired to perform the duties of a full-time or part-time position allocated to a County departmental staffing chart.
 - F. **Probationary Employee:** An employee serving in a permanent full-time or part-time position who has not completed the six-month or one-year probationary period for the position as required in this MOU.
 - G. **Provisional Employee:** An employee filling a permanent full-time or part-time position while awaiting certification from an eligibility list or completion of hiring procedures. Provisional employment must be approved by the Human Resources Manager. Under no circumstances will an employee be in a provisional status for more than ninety (90) days unless approved by the Board of Supervisors.
 - H. **Seasonal Employee:** An employee hired to perform duties associated with seasonal or recreational programs and/or activities.
 - I. **Temporary Employee:** An extra-help, limited term or seasonal employee hired for an established time period, usually during peak or seasonal workloads or for vacation or other extended absence relief. Temporary employees are paid on an hourly basis and are not eligible for benefits outlined in this MOU or the provisions therein.
 - J. **Work Experience Employee:** An employee participating in a job training program performing work in a position established to give temporary on-the-job training.
- 2.19. **Fair Labor Standards Act (FLSA):** A federal law enacted in 1938 and subsequently amended to include county government that governs minimum wage, overtime pay, equal pay, child labor standards and record keeping requirements. Not all employees of local government are affected by the FLSA. Certain positions are covered by the FLSA but exempted from specific provisions. Positions affected by the FLSA are designated as exempt, and non-exempt. An employee's status as exempt or non-exempt establishes

whether that employee is subject to overtime under the Act. For purposes of this MOU the designations apply only to the overtime provisions.

- A. **Exempt Employee:** A term used to describe positions and employees who are not subject to the overtime provisions of the Fair Labor Standards Act.
 - B. **Non-Exempt:** A term used to describe positions and employees who are subject to the overtime provisions of the Fair Labor Standards Act.
- 2.20. **Family Medical Leave Act (FLMA):** The Family and Medical Leave Act of 1993 is a federal law that allows an individual up to 12 weeks of unpaid job protected leave based on medical necessity for self, child, spouse or parents. (Contact Human Resources for details.)
- 2.21. **Grievance:** A grievance is a written complaint of an employee or group of employees alleging a violation, or misapplication of a provision of this Memorandum of Understanding, or adopted county policies, state or federal law or regulations.
- 2.22. **Grievant:** A grievant is an employee or groups of employees within the bargaining unit alleging a grievance.
- 2.23. **Immediate Family:** The lawful spouse or registered domestic partner, parent, or parent in-law, sibling, child, grandparent, grandchild, step-children, step-siblings, step-parents, step-grandparents or step-grandchildren of the employee.
- 2.24. **Job Description:** The document that defines the general essential duties, responsibilities, required skills, training and education applicable to incumbents in a class or position. Department heads assign incumbents to various programs and/or activities according to the needs of the department.
- 2.25. **Layoff:** Termination of employment based upon policy decision of the Board of Supervisors.
- 2.26. **Leave of Absence:** Absence from duty on paid or unpaid basis under the provisions of Article V of this MOU.
- 2.27. **Longevity:** Ten or more years of permanent county service.
- 2.28. **Pay Period:** Biweekly pay period means the 2-week period for which an employee is scheduled to perform work beginning at 12:00am on Friday and concluding at 11:59 pm on the second following Thursday.
- 2.29. **Performance Improvement Plan:** A written plan devised by the appointing authority to rectify or improve substandard performance.
- 2.30. **Positions Eligible for Benefits:**
- A. **Emergency Position:** A position which is authorized by the Board of Supervisors during an emergency situation in order to prevent stoppage of public business, loss of life, or damage to persons or property. Entitlement to benefits will be determined by the Board of Supervisors on a case-by-case basis.
 - B. **Grant Position:** A position typically, of limited duration created as a result of County participation in Federal or State programs. Employees shall be entitled to those benefits as required in the grant program. Should funding cease for the

grant program or portions of the grant program, the affected position(s) shall be terminated.

- C. **Permanent Full-Time Position:** A position approved and allocated on the County staffing chart by the Board of Supervisors, in which the employee works a continuing year-round shift of forty (40) or more hours per week or eighty (80) or more hours per work period.
 - D. **Permanent Part-Time Position:** A position approved and allocated on the County staffing chart by the Board of Supervisors to be permanent, in which the employee works year-round averaging fifteen (15) twenty to (20) hours or more per week. These employees are entitled to benefits provided permanent full-time employees under this MOU. Such benefits are prorated in proportion as the part-time employees regular weekly hours bear to full-time hours.
 - E. **Provisional Position:** A position created for evaluation of the position's effectiveness or a period of time as specified by the Board of Supervisors.
- 2.31. **Progressive Discipline:** An approach to imposing disciplinary action in which a lesser penalty may be appropriate for minor offense the first time and more severe penalties are imposed for repeating the same or other offense(s). Progressive discipline will be used when the appointing authority believes that progressive discipline shall serve the dual purpose of providing both corrective warning and a penalty to an employee whom the appointing authority intends to retain as an employee after discipline. Discipline may be imposed at any level depending upon the severity of the charges. Progressive discipline shall not be required when the appointing authority believes dismissal to be the appropriate discipline because of the severity of the employee's conduct.
- 2.32. **Probationary Period:** A period regarded as part of the examination process, which provides the appointing authority an opportunity to observe and evaluate an employee's competence and ability to perform the assigned duties satisfactorily.
- 2.33. **Promotion:** The movement of an employee from a position in one class to a position in a class with a higher maximum salary rate, or an increase in rate of pay for an employee's current position as a result of a reclassification.
- 2.34. **Reclassification:** The process of job analysis and documentation by which positions are re-defined in response to changes in the duties, responsibilities and skills required of the incumbents. Reclassified positions may be assigned to different pay rates when justified by the degree of change. Reclassification does not affect an employee's anniversary date, unless reclassification results in a promotion.
- 2.35. **Regular Working/Business Day:** The appointing authority or their designee shall schedule employees work hours, consistent with the operational needs of the department. Not all employees within the department need work the same days or hours. The regular working/business week, shall consist of forty (40) hours during seven consecutive days including Friday through the following Thursday, excluding holidays, except for those positions designated as ten (10) and twelve (12) hour per day positions as provided in Section 4.21.
- A. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may authorize an employee or group of

employees to work an altered work schedule/flextime where the needs of the employee(s) make an altered work schedule/flextime either necessary or convenient and neither the department nor the employees are unduly affected thereby. In no case shall such altered work schedule/flextime be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.

- B. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may offer flextime in lieu of compensatory time off or overtime if the operational needs of the department require an employee to work more than their assigned hours in a day. The employee may decline flextime, in which case the employee shall receive either compensatory time off or overtime consistent with the provisions of this MOU.

2.36. **Suspension:** Temporary separation of an employee from County service without pay for disciplinary reasons. Suspensions may occur only as a result of a disciplinary action conducted under the provisions of this MOU.

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

- A. **Demotional Transfer:** Movement of an employee from one position to a different position with a lower rate of pay.
- B. **Lateral Transfer:** Movement of an employee from one position to a different position at the same rate of pay.
- C. **Promotional Transfer:** Movement of an employee from one position to a different position at a higher rate of pay.

2.38. **Y-Rate:** A personnel action in which an employee is placed in a class with a lower maximum range of pay but continues to receive the specific bi-weekly pay rate the employee received in the higher class until such time as the rate of pay of the lower class increases to a level above the Y-rate placement, at which time the employee will again be eligible for step and cost of living increases.

ARTICLE III GENERAL INFORMATION

- 3.1. **Employee Association:** Employees are eligible to join the Association (SEA) with the exception of those employees who occupy an Executive Management and Mid-Management/Professional position. Those employees shall not represent an employee or the Association in any disciplinary action or grievance, or meet and confer procedure.
- Two (2) designated association members or in their absence, alternates, may participate without loss of compensation on the Board of Supervisors Healthy Workforce Goal Committee.
- 3.2. **Release Time:** The SEA Chapter President or designee shall be granted up to twenty-four (24) hours paid release time per month to conduct association business. At least twenty-four (24) hours' notice shall be provided of any intent to use release time under this provision. Additionally, County shall grant up to eight (8) hours of paid release time for the President or designee to attend meetings of the Board of Supervisors whenever an agenda item affects the SEA or its members or represented employees. This release time shall be without loss of compensation and shall not be accumulated.
- 3.3. **Association Paid Release Time:** Upon written request of the SEA, with not less than ten days advance notice, the County will release any employee without loss of pay to attend association functions or activities for a period not to exceed three (3) business days, consistent with the operational needs of the department. The County will invoice the SEA for the cost of payroll and benefits for that employee within thirty (30) days of the lost time, and the Association will reimburse the County in full within thirty (30) days of receiving a timely invoice. The total number of days that may be released under this paragraph shall not exceed fifteen (15) days (120 hours) per calendar year, inclusive of all employees. County may decline to release an employee for more than six days in a year under this paragraph on the grounds of operational needs related to the employee's function in his or her department.
- 3.4. **Use of County Facilities:** The SEA is entitled to use County facilities, including computers, network, email and phones and interoffice mail for official SEA communications. Such use shall be limited in scope and time to actual release or break time and shall not include any long distance phone charges. Additionally, the SEA is entitled to use printing facilities belonging to County, at rates charged to other non-County organizations, in accordance with established procedures.
- 3.5. **Release Time for Negotiations:** SEA members who serve as the SEA's team for bargaining are entitled to paid release time for any scheduled bargaining session, independently of any release time discussed above, and additional time as needed for meetings of the bargaining team when bargaining is open, not to exceed two (2) hours per scheduled bargaining session.
- 3.6. **Outside Employment:** No full-time Del Norte County appointed official or employee may engage in outside employment unless prior written approval is

granted. Outside employment must not be inconsistent, incompatible, in conflict with, or harmful or unfavorable to his or her duties as a County employee, or reduce the efficiency of the employee in County employment. The hours and schedule worked in outside employment should, at a minimum, permit one full day of rest in a calendar week. For specific details, refer to the Personnel Rules policy manual.

- 3.7. **Seniority Policy:** The purpose of this policy is to define seniority as it is applied. The goal of this policy is to set the provisions that may be uniformly incorporated within the existing policies for scheduling purposes to provide services to the citizens of Del Norte County. The Sheriff has the constitutional responsibility and right to make temporary shift change assignments and/or to assign staff as he/she deems necessary in the best interests and safety of the County, employees, and the general public. The following are definitions and provisions of this policy:

- A. **Seniority:** A status attained by length of continuous service.
- B. **Continuous Service:** Uninterrupted employment in a position allocated and assigned within the Sheriff's Department, on a continuous paid basis. A leave of absence without pay will not accrue service time towards seniority.

Seniority in the department is established first by rank, and secondly by aggregate time served in rank whether on a regular, assigned, or temporary basis. Where a conflict occurs because of identical service dates of appointment, the employee with the higher position on the eligibility list from which the appointments were made is deemed to be senior.

Seniority shall be calculated based on an employee's date of appointment within a classification except as provided below. The following classifications shall be subject to this provision:

Secretary/Non-Sworn
Dispatcher
Correctional Technician
Correctional Officer
Sergeant/Correctional
Sergeant

Seniority for the classification of Deputy Sheriff/Coroner shall be calculated beginning on the date the individual was appointed to the position of Deputy Sheriff/Coroner I/II/III.

For purposes of seniority within the department, if an employee changes from one of the above listed classifications, their seniority for purposes of selecting shift assignment or days off begins from the date of appointment to the new classification. If however, an employee moves in a descending order, i.e. from deputy sheriff to correctional officer, they shall maintain their seniority for purposes of selecting their shift assignment and days off.

An employee assigned to a specialty position within a respective division shall maintain his/her seniority upon being reassigned back to their original classification.

Seniority will be utilized when determining shift assignment, and days off within a division or unit. Seniority will also be utilized in the granting of requests for vacation, floating holiday, and/or compensatory time off if requested at the same time. Where two or more employees within the same division request time off on the same date(s), time off will be granted by seniority. Time off shall be granted on a first come, first served basis. Longevity dates used in calculation of benefits, layoff and reemployment rights shall not be affected by this policy. For purposes of this policy the divisions within the department are as follows:

Dispatch/Communications Division
Corrections Division
Operations Division

**ARTICLE IV
COMPENSATION & HOURS OF EMPLOYMENT**

- 4.1. **Salary Schedule:** The salary schedules for all positions in the bargaining unit are available on the County’s website or upon request from the Human Resources Department and are attached hereto as Attachment A. There are separate salary schedules for employees defined by CalPERS as “Safety Retirement” and listed in Section 9.10 and those defined by CalPERS as “Miscellaneous”.
- 4.2. **Cost of Living Adjustment:** The County agrees to provide Cost of Living Adjustments (COLA's) as follows:
- A. Effective the first full pay period in July 2020, all bargaining unit members will receive a 3% salary increase.
 - B. Effective the first full pay period in July 2021, all bargaining unit members will receive a 2% salary increase.
 - C. Effective the first full pay period in July 2022, all bargaining unit members will receive a 2% salary increase.
- 4.3. **Minimum Wage Adjustment:** Beginning in January 2021, the SEA and the County agree the Labor/Management Committee (LMC) shall meet and work together in a harmonious manner to address the issue of wage compaction due to the increases in the California minimum wage. The SEA and the County shall strive to reach an agreement on wage compaction.
- 4.4. **Concession Bargaining:** If at any time during the term of this Agreement it becomes necessary to participate in concession bargaining Countywide, SEA agrees to participate in the concessions to the equivalent level that which other bargaining units in the County elect.
- 4.5. **Comparable Counties:** The ten (10) comparable counties (Amador, Calaveras, Glenn, Inyo, Lassen, Mariposa, Plumas, San Benito, Siskiyou and Trinity) adopted by the Board of Supervisors shall be used to make comparison and determine benchmarks.
- 4.6. **Beginning Salary:** Newly-hired employees shall be compensated at step A of the appropriate salary schedule and range. Where it is difficult to hire qualified personnel or where a person of unusually high qualifications is hired, the appointing authority may request the Board of Supervisors to appoint at a higher step, but in no event higher than step C. The Board of Supervisors must approve appointment at a step higher than step A.
- 4.7. **Recruitment Incentive:** Any new employee hired into the position of Deputy Sheriff who has incurred the cost of the POST Academy at their own expense, shall be eligible for reimbursement of such costs up to a maximum of \$3,000.00 according to the following schedule:

Completion of second year of service:	\$1,000.00
Completion of third year of service:	\$2,000.00

Only those employees hired on or after December 9, 2006 shall be eligible for this benefit. Any payment will be conditional upon successful completion of the Field Training Program and initial probationary period. This Recruitment Incentive Agreement is contingent upon the continuation of funding through the Sheriff’s Department AB443 allocation.

- 4.8. **Lateral Hires:**
- A. **Definition of Lateral Hire:** A lateral hire is defined as an experienced California law enforcement officer possessing a valid Basic, Intermediate, Advanced or elevated POST certificate who is not currently employed by Del Norte County.
 - B. **Step Placement:** A law enforcement officer possessing an Advanced POST certificate may be placed at Step D of the appropriate salary range upon approval of the Board of Supervisors provided that any current employee who possess the same qualifications receive the same or equal level of pay as the new hire.
 - C. **Paid Time Off:** Upon hire a lateral hire shall be provided forty-eight (48) hours of Paid Time Off (PTO) to be used for time off during the first six (6) months of employment. After six months of employment any unused PTO shall be converted to compensatory time. An employee who terminates within the initial six months shall not be entitled to payment for unused PTO.
- 4.9. **Shift Differential:** A Shift Differential shall be provided to those employees working evening shift as defined in Section 4.21 of this MOU. Payment shall be made only for actual time worked between the specified hours in this section. Effective upon ratification of this agreement, the shift differential shall be four percent (4%) of base pay for all classifications.
- 4.10. **Bilingual Pay:** An employee in a position that has been approved by the Appointing Authority and confirmed by the Human Resources Manager as requiring the use of bilingual skills on a continuing basis averaging ten percent (10%) of work time may qualify for bilingual pay. Use of bilingual skills includes any combination of conversational, interpretation, or translation work. The ten percent (10%) standard is verified in writing by the Appointing Authority and confirmed by the Human Resources Manager on a quarterly basis and is based upon the time spent conversing, interpreting or transcribing in a second language.
- A. The position must be in a work setting where bilingual skills are required to meet the needs of the public in either a direct public contact position or an institutional setting, or the position is utilized to perform interpretation, translation or specialized bilingual activities in conjunction with the departmental function.
 - B. Upon qualification employees in the designated positions shall be compensated at a rate of seventy-five dollars (\$75.00) per pay period. Continuing payment shall be based upon the quarterly verification by the Appointing Authority and confirmed by the Human Resources Manager. In the event of two or more employees in a department with bilingual skills, the Appointing Authority may request certification of those skills and shall appoint from the list of certified employees. If the employees are equally qualified, the more senior employee shall be selected.
- 4.11. **Specialty Assignments:** Some classifications receive compensation differentials based on temporary rotational assignments. The parties agree to meet within sixty (60) days of ratification for the purpose of clarifying and defining the type of specialty and rotational assignments.
- A. **Investigations Differential:** A two and one half percent (2.5%) salary increase shall be provided to those employees who are assigned on a temporary, rotational

basis to perform the duties of an investigator.

The Work Assignment Differential may apply to a Sergeant and/or Deputy while assigned to perform investigative duties. The assignment shall be on a rotational and temporary basis as specified in Section 4.11.C.

The Work Assignment Differential shall be in addition to other compensation such as education incentive pay, shift differential, etc. The differential shall end in the event the assignment is terminated at the Sheriff's or the employee's request.

B. **Canine Handler:** The "Canine Handler" is a POST certified law enforcement officer assigned to the Narcotic Enforcement Unit in the Del Norte County Sheriff's Department. For purposes of this selection, the Specialty Position recruitment procedures shall apply. The handler is required to maintain the qualification addressed in the Sheriff's Narcotics Detection Canine Program and the Sheriff's Office Narcotics Canine Manual that include, but are not limited to the following:

- Employed as a Del Norte County Deputy Sheriff II/III with demonstrated satisfactory work performance
- Full-time with a minimum of three years of patrol duty
- Ability to work independently and unsupervised
- Record free of founded excessive force complaints
- Possess a proper attitude toward animals
- Possess a keen ability to communicate professionally
- Possess proficient report writing and record keeping skills
- Ability to exhibit a calm professional manner in dealing with stressful situations
- Be in good physical health
- Reside in an adequately fenced, single-family residence (minimum 5-foot high fence with locking gates)
- Live within 30 minutes travel time from Del Norte County Sheriff Office, currently located at 650 5th Street, Crescent City, California.
- Agree to be assigned to the position for a minimum of 3 years
- Successfully complete and maintain POST requirements for canine certification

Additional compensation shall be paid based upon the state minimum wage, paid at time and one-half for forty-five (45) minutes per day, seven (7) days per week unless the canine is out of the handler's care such as being boarded or other reasons. The handler shall notify the Sheriff if the 45 minutes per day care time is exceeded. Consistently earned compensation in excess of 45 minutes shall be cause for change in handlers.

The canine handler will be assigned an appropriately equipped vehicle for transporting the canine. The vehicle shall be maintained in a clean and orderly manner, free from dog hairs and other substances. Time spent cleaning and maintaining the canine vehicle is compensable work time paid at the state minimum wage not to exceed one (1) hour per week. Commute time to and from work with the assigned canine is not compensable.

- C. **Rotation Assignments:** All special assignments, as listed below, shall be on a two (2) year rotational basis, with an extension of this time period at the discretion of the Sheriff. Assignments include, but are not limited to:

Boating Safety or Investigator (including tribal funded investigator positions)

Only permanent, full-time deputies shall be eligible to apply for specialty assignments. Appointment to a specialty assignment will follow the recruitment process established in the Human Resources Department Recruitment Policy, with the Sheriff making the final selection.

- D. **Training Officer Differential:** Employees, who are assigned long term field training duties in patrol, jail, or dispatch, as assigned by the Sheriff, shall receive a differential of five percent (5%). This shall be in addition to all other compensation provided for under this MOU.

- 4.12. **Education/P.O.S.T Incentive:** Effective upon ratification of this agreement, the County shall provide additional compensation to those employees who have completed the requirements for an Associates of Arts Degree and/or Bachelor's Degree, or who possess a P.O.S.T. Intermediate or Advanced Certificate. The additional compensation shall be as follows:

AA or equivalent degree and/or Intermediate P.O.S.T Certificate: 2.5% of base salary.

BA or equivalent degree and/or Advanced P.O.S.T. Certificate: 5.0% of base salary.

Employees attaining professional certifications that result in a salary increase shall be compensated effective the first day of the following pay period from the date of issuance of such certification. Those employees currently receiving education and P.O.S.T. incentive pay shall continue to receive this pay until such time as the employee separates from County employment. Cumulative Incentive pay shall not apply to those employees not presently receiving such compensation.

- 4.13. **Re-employment:** An individual may be re-employed on a permanent basis without the normal recruitment procedure, upon the written request of the Appointing Authority and approval by the Human Resources Manager, provided the individual had occupied the same or higher classification; left County employment in good standing within twelve (12) months of the proposed re-hire date and possess current qualifications for that position. Individuals seeking re-employment must demonstrate the ability to meet the requirements of the job, which may include a written test, agility and strength exam, a physical examination and psychological evaluation. Compensation and benefits shall be provided under the same provisions as a new employee.

- 4.14 **Employment Restrictions:** An applicant will not be considered for employment who:

- A. Is a member of the immediate family of a member of the Board of Supervisors.
- B. Has a member of his/her immediate family already employed by the County, unless the Human Resources Manager determines that such employment would not adversely affect the right of the County to reasonably regulate, for reasons of supervision, safety, security or morale of the working of members of immediate family in the same department, division or facility.
- C. Should employees, who are employed in the same department marry, unless the Human Resources Manager determines that the marriage will not adversely affect

the right of the County to reasonably regulate, for reasons of supervision, safety, security or morale, the working of spouses in the same department, division or facility, then within ninety (90) days, one shall transfer to another department or if no other position is available for transfer, the spouse with the least seniority shall be laid off at the close of the 90-day period.

- 4.15. **Probationary and Annual Salary Increases:** Employees who are subject to a six (6) month or twelve (12) month probationary period, who attain permanent status shall progress from their current step to the next step within a range on the salary schedule effective on their annual evaluation date, twelve (12) months from the date of hire or promotion. Employees shall progress from one step to the next within a range on the salary schedule each year on the employee's anniversary date until step E is attained, provided the employee's work performance rating is at a satisfactory level or above. In the event of a below satisfactory rating, the step increase shall be effective upon attaining a satisfactory rating following completion of a performance improvement plan. The Appointing Authority will make recommendation to the Human Resources Manager for approval. Any employee whose performance is determined below satisfactory shall be given ten (10) working days' notice prior to the step increase due date that a step increase will not be provided.
- 4.16. **Longevity Step Increases:** After completion often (10) years of uninterrupted, continuous service an employee shall advance to step F of the appropriate range. After completion of fifteen (15) years of uninterrupted, continuous service, an employee shall advance to step G of the appropriate range. After completion of twenty (20) years of uninterrupted, continuous service, an employee shall advance to step H of the appropriate range; after completion of twenty-five (25) years of uninterrupted, continuous service, an employee shall advance to step I; after completion of thirty (30) years of uninterrupted, continuous service, an employee shall advance to step J. An employee on step F, G, H, I or J, if promoted, will remain at their longevity step in the new salary range.
- 4.17. **Step Placement After Promotion or Open Hiring:** If an employee is promoted or applies and is selected through open hiring for a position in a higher class, the employee shall be placed at the lowest step of the new salary range that insures a minimum of a five percent (5%) increase in salary; provided, however, that this provision shall not conflict with Section 4.6. In the event the promotion or open hiring for a position in a higher class places the employee in a class paid less than five percent (5%) more than the old class, the employee will be placed at the same step in the new range that he or she held in the old range.
- 4.18. **Y-Rating:** An employee who is Y-Rated shall continue to receive the exact biweekly salary received at the time the Y-Rate is implemented, until such time as the dollar value of the salary range to which he or she is assigned increases to a level above the Y-Rate placement, at which time the employee will again be eligible for step and cost-of-living increases.
- 4.19. **Working Out of Class:** This provision shall apply when an employee is specifically assigned by the Appointing Authority or designee and performs, on a temporary basis, the full range of duties of a higher-level position, in which there is no incumbent or in which the incumbent is on a paid or unpaid leave of absence, or is for some other reason away from the job. Compensation shall be at the pay rate of the higher-level position,

and shall be calculated as though the employee had been promoted to the higher-level position.

- A. Employees, except those provided for in B and C below, shall be compensated at the higher rate from the first day provided they work at least five (5) consecutive days in the higher-level position.
- B. Employees designated as mid-management/professional shall be compensated after working twenty (20) consecutive days in the higher level position.
- C. Employees whose job description includes assuming the duties of a higher-level position shall be compensated at a higher rate commencing with the sixth consecutive day, provided the employee is not designated mid-management/professional or exempt.
- D. When an employee is assigned part of the job duties of a higher-level position, the employee shall be compensated an equivalent or adequate differential. The compensation shall be paid in the manner provided for in subsection A, B, or C, above. Differentials shall be recommended by the Appointing Authority based upon the amount of higher-level duties assigned to the employee, with final approval by the Human Resources Manager. The differential shall be a flat amount and shall not exceed the amount that would be paid had the employee been promoted.
- E. Prior to an authorized out of classification assignment, the Appointing Authority or designee shall meet with the affected employee(s) and make a determination in writing as to what duties will be performed and the duration of the assignment, if known. The determination and proposed proportionate compensation shall be forwarded to the Human Resources Manager for approval. All out of classification assignments shall be reviewed on a quarterly basis by Human Resources and approved by the Appointing Authority.

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

4.21. **Hours of Work:** Specific classifications within the Sheriff/Jail divisions have been designated to work ten (10) hour and twelve (12) hour shifts to provide adequate coverage and staffing pursuant to Article II, section 2.35.

- A. **Ten Hour Shifts:** The following is a list of the ten (10) hour shift classifications and provisions.
 - 1. Investigators will generally work from 8:00 A.M. to 6:00 P.M. The Sheriff and the Association shall mutually agree on permanent days off. These work hours and days off may be modified by mutual agreement between the department and the employee for special investigative details or in the event of an emergency.
 - 2. Investigators, boating safety and deputy sheriff work hours and days off will be determined by the department for specific duty needs. These work hours and days off may be modified by mutual agreement between the Sheriff and the employee for special details or in the event of an emergency.
 - 3. Days off selection shall be pursuant to the Seniority Policy in Article III,

Section 3.7 of this MOU.

4. Shift differential will apply to any shift or hours worked between 6:00 P.M. and 6:00 A.M.
5. Overtime shall be paid for hours worked in excess of the regularly scheduled ten (10) hour shift per day.
6. Vacation hours shall continue to accrue biweekly based upon an eighty (80) hour pay period equivalent to the provisions of Article V, Section 5.3.

B. **Twelve Hour Shifts:** The following is a list of the twelve (12) hour shift classifications and provisions.

1. Dayshifts will start at 6:00 A.M. and end at 6:00 P.M. Evening shifts will start at 6:00 P.M. and end at 6:00 A.M. Selection of days off shall be pursuant to the Seniority Policy in Article III, Section 3.7 of this MOU.
2. Shift differential will apply to any shift or hours worked between 6:00 P.M. and 6:00 A.M.
3. Overtime shall be paid for hours worked in excess of the regularly scheduled, twelve (12) hours per day.
4. Vacation hours shall continue to accrue bi-weekly based upon an eighty (80) hour pay period equivalent to the provisions of Article V, Section 5.3.
5. Designated classifications include Deputy Sheriff, Sergeants, Dispatcher, Correctional Officer/Correctional Technician (jail security personnel); excluding those deputies, sergeants and/or correctional officers assigned to Boating Safety, Court Bailiff and Detective.

C. **Altered Work Schedule:** The Appointing Authority, with the approval of the Human Resources Manager, may establish an alternative work schedule for employees of the department. Eligibility, participation in and implementation of any such work schedules shall be at the sole discretion of the Appointing Authority.

1. The Appointing Authority, or the employees' immediate supervisor, when authorized by the Appointing Authority, may authorize an employee to work an altered work schedule where the needs of the employee make an altered work schedule either necessary or convenient and neither the department nor the employees are unduly affected thereby. In no case shall such altered work schedule be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
2. Any employee or group of employees desiring an alternative schedule may request, in writing, that the department establishes such a schedule. Such a request shall be considered by the Appointing Authority, but shall not require the establishment of or assignment to such a shift. The Appointing Authority shall have fourteen (14) calendar days to notify the employee or group of employees of his or her decision in writing with the reasons for the decision explained.
3. Long Term Altered Work Schedules: The Appointing Authority, at the request of the employee(s), may establish long term alternate work schedules for individual employees or groups of employees. Alternative

work schedules include, but are not limited to, for purposes of this paragraph: four (4) ten (10) hour days (also known as 4 ten 40's), 9 eight 80's, which consists of eight 9-hour workdays, on 8-hour workday and one additional day off every other work week, and a weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift. Establishment of an alternative work schedule shall be approved if it is consistent with operational requirements. The request, and the approval or denial, shall be in writing. Permanent changes or cancellations of the alternate work schedule for cause shall not be made without fourteen (14) days' notice to the affected parties. Any proposed termination of such schedule shall be appealable to the Appointing Authority within five (5) working days of notification of its termination. The Appointing Authority's decision shall be final and not subject to grievance under Article XI of this MOU. In no case shall alternate work schedules be approved if to do so would result in a violation of the Fair Labor Standards Act or require payment of overtime compensation.

- 4.22. **Overtime:** Employees shall not work overtime except when necessary and required by the appointing authority. Department Heads shall not authorize overtime for routine tasks that must be accomplished on a routine basis. Employees may not take vacation on a day on which they also work, if the combined work time and vacation would exceed the employees regularly assigned non-overtime working hours for the day. Department Heads shall not authorize any vacation time which could result in overtime for an employee on a daily or weekly basis, except where this overtime is absolutely necessary to meet the emergency needs of the department.
- A. Overtime shall be paid for all hours worked in excess of the employee's regularly scheduled eight (8) hours, ten (ten) hours, or twelve (12) hours workday, unless the employee is working an altered work schedule as defined in Section 4.21.C.
 - B. Overtime shall be paid for all hours worked in excess of the employee's regular working/business day as defined in this section.
 - C. Overtime shall be paid for all hours worked in excess of the employee's regularly assigned thirty-six (36), forty (40), or forty-four (44) hour workweek.
 - D. For all employees, except those exempt from overtime compensation under the Fair Labor Standards Act, a rate of time-and-one-half the employee's regular rate of pay shall be paid for hours worked under the three preceding subsections. The standard to be met for employee entitlement to overtime compensation, for those employees entitled to overtime compensation under the Fair Labor Standards Act, is overtime work which is suffered or permitted by the County.
 - E. Holidays and vacation hours shall be considered hours worked for the purpose of calculating overtime. Sick time and compensatory time off shall not be considered hours worked for the purposes of calculating overtime.
 - 1. Compensation for overtime will not be granted to those positions designated as exempt from overtime compensation under the Fair Labor Standards Act, except where specifically provided for in this MOU.
 - 2. Nothing in these provisions shall limit the employee's right to overtime compensation as provided in the Fair Labor Standards Act.
 - F. Executive management, management and exempt employees will not be authorized

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

- G. Employees shall accrue no more than three (3) weeks regular working hours for use as compensatory time off; provided that in an emergency, if an employee accrues more than that which is allowed, it can be granted by the Department Head with the approval of the Human Resources Manager.
- H. Nothing in these provisions shall limit an employee's right to compensation for overtime earned as provided in the Fair Labor Standards Act.

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

If an FLSA covered non-exempt employee is required to work overtime, above, the Appointing Authority may opt to provide, in lieu of overtime rates, corresponding compensatory time off at the corresponding rate. For example, an hour of time equals one and one half (1.5) hours of compensatory time off. Employees may accumulate up to 120 hours of compensatory time off, provided that in an emergency, if an employee accrues more than that which is allowed, the Appointing Authority, with the approval of the Human Resources Manager, can permit additional hours.

4.24. **Court Time:** Court time compensation applies when an employee is required to appear in court in his/her capacity as a peace officer or correctional officer. Actual attendance at court shall be considered time worked for the purpose of calculation of overtime.

- A. When an employee is required to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon report to the court the employee shall receive a minimum of four (4) hours pay or the actual amount of time spent in court, after overtime calculation, whichever is greater. When such court appearance on off-duty time requires to employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime.
- B. When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated for a minimum of two (2) hours for such court appearance.
- C. When an employee's court appearance is cancelled after the close of his or her work shift and more than three (3) hours before the appearance, the employee shall receive three (3) hours compensation.
- D. Notice of cancellation less than three (3) hours before the appearance time shall be treated as an appearance and the employee shall receive four (4) hours compensation. If notice of cancellation occurs prior to the close of his/her work shift, there shall be no compensation.

4.25. **Travel Time:** Commuting between home and the work site is not normally work time and is not included as working hours for purposes of compensation or overtime computations.

- A. Unusual home to work travel may be working time if the employee is required to travel substantial distances to a place other than his or her normal worksite outside of the normal work shift. This provision applies where, following the employee's

normal work shift, the employee is called out for emergency services at other than the normal work place, and the distance traveled is in excess of five miles.

- B. Additionally, travel in connection with a special "one day" assignment away from the regular work site which requires travel of a substantial distance, (greater than five miles each way) will be considered working time.
- C. Travel where work is being performed during the travel is work time. This includes work transporting people, goods or waste.

- 4.26. **Travel Away From Home:** Travel on overnight trips away from home is working time during normal working hours, regardless of whether or not it is a normal work day. The County Travel Policy should be reviewed for all County related travel.

When an employee is required to travel to an out-of-town location for work-related purposes, the time spent traveling to and from that location shall be considered work time and compensated as such whether during or outside normal working hours. This includes all time spent as a passenger on an airplane, bus, taxicab, car or other mode of transportation, including time spent waiting to purchase a ticket, check baggage, or board an airplane, bus, taxicab or other mode of transportation.

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

- A. Any time spent as an employee sleeping or consuming meals while traveling, is not working time.
- B. Any time spent on activities of a personal nature, such as visiting friends or relatives, sightseeing, or the like, while traveling at the destination point, or enroute, is not working time.
- C. Nothing in these provisions shall deprive any employee of compensation provided in the FLSA or California Industrial Welfare Commission Orders.

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

- A. The guidelines and amount approved by the Internal Revenue Service (IRS) determine the reimbursement rate for each mile traveled on County business.
- B. Use of Vehicles:
 - 1. When an employee is required to use a vehicle to conduct County business, a County vehicle must be used unless one is not available.
 - 2. In the event a County vehicle is not available, and the employee is required to use a personal vehicle, the employee will be reimbursed for mileage incurred during that travel. In lieu of mileage, the employee may elect to use the County issued credit card or submit receipts to be reimbursed for the cost of fuel.
 - 3. When a County vehicle is not available and the employee has been

authorized by the Appointing Authority to use a personal vehicle, reimbursement for the cost of mileage or fuel based on receipts shall not exceed the cost of airfare to the same destination, including reasonable transportation costs at the destination and to and from the departure airport. For the calculation of the airfare cost the following three (3) airports will be used as the potential departure airport: MFR (Rogue Valley International), CEC (Del Norte County Regional Airport), ACV (Arcata-Eureka Airport). The least expensive option will be used as the mileage equivalent. When comparing the cost of the flights, coach/economy class should be used whenever possible along with the fully refundable option. These cost comparisons should be done with a departure date no sooner than twenty-one (21) days prior to the scheduled event as last minute bookings tend to increase the costs exponentially. If this is not possible, a twenty-one (21) days window may be used as an acceptable example. Internet booking agencies are a viable source for flight costs (Priceline, Kayak, etc.).

4. For the calculation of eligible travel miles, the County will use an internet based mapping program. The two acceptable programs are Google Maps and MapQuest. The approved route will be the one that has the least amount of miles traveled, unless there are specific reasons why that route cannot be used (road closure, etc.). Questions of reasonableness as to mileage reimbursement will be determined by the Auditor-Controller.

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

All lodging reimbursements require an itemized receipt issued by the motel. Lodging charges shall not exceed \$225.00 per night, plus tax, single occupancy. County Administrative Officer may approve extraordinary costs above these limits on a case-by-case basis when the responsible Appointing Authority and County Administrative Officer determine that higher cost is unavoidable, or is in the best interest of the County.

- 4.30. **Reimbursed Meals:** Reimbursement for meals shall be as follows: \$15.00 for breakfast, \$15.00 for lunch, and \$30.00 for dinner.

- A. The following guidelines determine the time frame applicable for reimbursement of meal expenses:
 1. Breakfast: Travel begins on or before 6:00 a.m. and ends on or after 8:00 a.m.
 2. Lunch: Travel begins on or before 11:00 a.m. and ends on or after 1:00 p.m.
 3. Dinner: Travel begins on or before 5:00 p.m. and ends on or after 7:00 p.m.
- B. The per diem is the maximum to which an employee will be entitled unless attending a conference or training event in which the conference or training has an included meal that was not part of the registration fee. In this case, the employee will be reimbursed the additional amount upon presentation of evidence (registration of the higher charge).
- C. When meals are included in the registration cost for a conference or seminar, the actual cost of the meal will be paid as part of the registration fee. A separate per

diem payment for that meal will not be allowed. In the event of a special dietary need of an employee or a religious exemption, the Appointing Authority or designee may authorize reasonable accommodations for travel, lodging and meals. If a breakfast meal is not provided, the above breakfast meal allowance will be reimbursed.

- D. No reimbursement shall be made for alcoholic beverages.
- E. Per the Attorney General, it is not lawful for public entities to expend funds to reimburse agency employees or officers of their expenses buying meals for legislators or their aids at meetings to discuss legislation of interest to the County.

- 4.31. **Reimbursement for Incidentals:** In addition to travel, lodging and meal expenses, employees who incur reasonable incidental expenses such as, but not limited to, parking, ferry, bus, taxi fare, and rental cars while on approved County business will be approved for the actual and necessary costs. Receipts are required for any amount unless a receipt is unavailable which will then require a written statement by the employee (i.e., bridge tolls). Valet parking is an allowable cost if it is the only option available. Gratuities are not an allowable cost. Questions of reasonableness as to incidental reimbursement will be determined by the Auditor-Controller.
- 4.32. **Excess Unusual Expenses:** Whenever an employee incurs expenses in excess of the maximums set forth above, or when circumstances rendering expenses necessary that are normally not covered, the Auditor-Controller may reimburse the employee for the excess if the employee establishes to the satisfaction of the Auditor-Controller that the expense was, in fact, incurred and that the expense was necessary in light of all of the circumstances.
- 4.33. **Appeal:** If an employee is not satisfied with the disposition of the claim by the Auditor-Controller, a final determination may be sought from the Board of Supervisors.
- 4.34. **Tax Consequences of Travel Reimbursement:** Travel reimbursements may or may not have tax consequences for the employee. Employees may wish to keep receipts even if they are receiving per diems for tax reasons. By requiring the employee to account for his or her expenses, the County has sought to avoid the requirement that all reimbursements be reported as income to the employee. Employees should be aware of the fact that audits by federal or state tax authorities may necessitate retention of receipts. By not requiring receipts for certain expenses, the burden of producing receipts in the event of an audit is on the employee.
- 4.35. **Expense Advance:** An advance may be provided to employees to help defray the expense of a trip. This advance includes the daily meal per diem and up to twenty cents (\$0.20) per mile of anticipated mileage reimbursement where applicable. Employees must obtain approval of the Appointing Authority or designee of advances prior to their submission. The advance to be given to the employee will be determined by the Auditor-Controller, taking into account the circumstances under which the trip is being made.
- 4.36. **Mileage Expenses:** Travel within the County shall be by County vehicle whenever possible. When a County vehicle is available but the employee chooses to use a personal vehicle the mileage reimbursement shall not apply. When the personal vehicle of an employee is required to be used for County business, the reimbursement shall be

set at the maximum rate allowed by federal regulations with the taxable status of the reimbursement (IRS mileage rates.)

- A. Travel between home and office is not reimbursable.
- B. Travel from office to office and return, on County business is reimbursable.
- C. Travel between home and County business destination (excluding office) may be partially reimbursable. Only the mileage in excess of the usual home/office round trip commute is reimbursable. Mileage shall be computed from the employee's designate workplace. If travel begins from the employee's residence, mileage shall be calculated form the residence or workplace, whichever is less.

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

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

- A. An employee shall be compensated at his or her normal rate of pay or be given compensatory time off at the rate of one (1) hour for each eight (8) hours, ten (10) hours, or twelve (12) hours of assigned standby time, excluding any hour during which the employee is paid or given compensatory time off for performing services pursuant to the subsection which follows.
- B. When an employee performs services during an assigned standby period, he or she shall be compensated or given compensatory time off at the rate of one (1) hour for each hour worked. When the work performed qualifies for overtime compensation under section 4.22 and 4.23, compensation or compensatory time off shall be granted at the appropriate overtime rate. However, in all cases the employee shall be compensated or given compensatory time off for a minimum of two (2) hours.

4.39. **Call-Back Time:** Employees shall be compensated for call-back time. Call-back time is defined as only those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the work site. The use of call-back shall be resorted to only in emergency situations or unusual instances when it is not possible for the work to be accomplished through normal scheduling or scheduling of overtime. Responses to phone calls or working at home shall not be considered call-back duty. Travel time shall be compensable as provided in Section 4.21. An employee who is called back shall be compensated for a minimum of two (2) hours of work time. The two (2) hours, whether or not actually worked, are subject to the appropriate overtime provisions. Call-back time earned shall be compensated by pay or compensatory time off as determined by the appointing authority.

4.40. **Rest Breaks:** Except as otherwise provided by law, all employees shall be entitled to

one (1) fifteen (15) minute rest break for each four (4) hours worked. The employee may take the break away from the work station, provided transit time is included in the fifteen (15) minute period. Appointing Authority or designee shall schedule individual employee's rest breaks so as to provide for the proper and efficient administration of the department's function. At twenty-four hour facilities, employees may be required to remain on premises where necessary to comply with applicable State and Federal Regulations.

- 4.41. **Meal Break:** All employees are entitled to take a meal break of not less than thirty (30) minutes during any shift of at least ten (10) hours. Employees may take the break away from the work station, provided transit time is included in the meal period. Department heads may stagger meal breaks to ensure coverage. At twenty-four (24) hour facilities, employees may be required to remain on premises where necessary to comply with applicable State and Federal Regulations.
- 4.42. **First Aid/CPR Training:** First Aid and CPR Training will be offered by the County at no cost to the employees, annually. Copies of the certifications will be included in the employee's personnel file. Employees participating in the training will receive this training without loss of compensation.
- 4.43. **Direct Deposit:** All new employees will be required to receive their pay as direct deposit, unless waived by the Human Resources Manager for extraordinary circumstances, under procedures established by the Auditor-Controller.
- 4.44. **Production and Distribution of MOU:** County will provide an e-copy of this MOU and any later amendments to each current employee in the bargaining unit. County will also provide a copy of the MOU to any new employee upon hire during orientation.
- 4.45. **Conflicts of Interest:** Employees may be required to declare their private financial interests, including any outside employment. Employees must comply with the County's Conflict of Interest Code and Policy on outside employment.
- 4.46. **Public Records Request:** Certain employee information may be required to be released under the California Public Records Act in accordance with Government Code 6250, et. seq.

**ARTICLE V
AUTHORIZED ABSENCE**

5.1 **Entitlement:** All permanent full-time, permanent part-time, probationary and provisional employees are entitled to an authorized absence subject to the provisions and exceptions of this Article.

- A. Permanent part-time employees receive paid holidays, vacation and sick leave based upon the position's allocated percentage of full-time. For example, an allocated position that works twenty (20) hours a work week in a forty (40) hour work week will earn fifty percent (50%) of the amount is earned by a full-time employee.
- B. Employees entitled to holidays, vacation and sick leave shall accrue floating holidays, vacation and sick leave from the date of employment. Sick leave and floating holidays may be used upon accrual. Vacation will be available for use after completion of six (6) months of continuous employment.
- C. For purposes of scheduling employee time off for vacation, compensatory time off, personal floating holidays or regular holidays, the employee shall request time off in writing in advance with his or her Appointing Authority or designee. Approval of all requests shall be governed by the needs of the department. However, employee requests shall not be denied unless operational necessity requires it. A denial shall be provided to the employee in writing, and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee shall be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary. This procedure shall also apply for scheduling purposes, whenever possible, for family sick leave and medical appointments. The Appointing Authority or designee may require an employee to take off accumulated compensatory time which would exceed the maximum amount which may be accrued in accordance with the provisions of this MOU, by giving an employee not less than forty-eight (48) hours' notice.
- D. If an employee takes a ten (10) hour scheduled workday off for either, vacation, sick leave or compensatory time-off, ten (10) hours will be deducted from the appropriate accrued time balance.
- E. If an employee takes a twelve (12) hour scheduled workday off for either, vacation, sick leave or compensatory time-off, twelve (12) hours will be deducted from the appropriate accrued time balance. If the employee takes an eight (8) hour scheduled workday off either, vacation, sick leave or compensatory time-off, eight (8) hours will be deducted from the appropriate accrued time balance.

5.2 **Holidays:** Eligible employees are entitled to the following holidays with pay up to a maximum of eight (8) hours:

New Year's Day.....	January 1
Martin Luther King Jr. Day.....	Third Monday in January
Lincoln's Birthday.....	Friday prior to third Monday in February
Washington's Birthday.....	Third Monday in February
Cesar Chavez Day.....	Last Monday in March

Memorial Day..... Last Monday in May
 Independence Day.....July 4
 Labor Day.....First Monday in September
 Veteran's Day.....November 11
 Thanksgiving Day..... Thursday in November
 Day after ThanksgivingFourth Friday in November
 Work day before or after the Christmas holiday and Christmas Day.....December 25th or when:

Dec. 25th falls on a Monday, the paid holidays shall be Monday 12/25 & Tuesday 12/26
 Dec. 25th falls on a Tuesday, the paid holidays shall be Monday 12/24 & Tuesday 12/25
 Dec. 25th falls on a Wednesday, the paid holidays shall be Tuesday 12/24 & Wed. 12/25
 Dec. 25th falls on a Thursday, the paid holidays shall be Thursday 12/25 & Friday 12/26
 Dec 25th falls on a Friday, the paid holidays shall be Thursday 12/24 & Friday 12/25
 Dec 25th falls on a Saturday, the paid holidays shall be Thursday 12/23 & Friday 12/24
 Dec 25th falls on a Sunday, the paid holidays shall be Friday 12/23 & Monday 12/26

- A. In addition, eligible employees will accrue three (3) (twenty four (24) hours) floating holidays per fiscal year. Employees hired during the period July 1 through December 31 are eligible for three (3) floating holidays during the first fiscal year of employment. Employees hired during the period January 1 through March 31 are eligible for two (2) (sixteen (16) hours) floating holidays during the first fiscal year of employment. Employees hired during the period April 1 through June 30 are not eligible for a floating holiday. These holidays may be used at any time with the approval of the appointing authority. Floating holidays may only be used in full day (eight (8) hour) increments; they may not be taken on an hourly basis. If not taken by or before the last pay period of the fiscal year during which they are earned, the holidays are forfeited. Floating holidays accrued but not used may not be paid off at the time of termination of employment.
- B. Accrued floating holidays must be taken in eight (8) hour increments. Employees assigned to twelve (12) hour shifts may use floating holidays in either eight (8) hour increments or twelve (12) hour (two 6 hour) increments. In the event a floating holiday is taken on a scheduled ten (10) hour shift the balance (2 hours), shall be deducted from accrued vacation hours or compensatory time. In the event a floating holiday is taken on a scheduled twelve (12) hour shift, the full amount of the scheduled shift will be deducted from the floating holiday balance. Should the balance not cover the full shift, vacation or compensatory time shall be used to supplement the remaining balance up to twelve (12) hours.
- C. If a holiday falls on a Saturday, the preceding Friday shall be a holiday. If a holiday falls on a Sunday, the following Monday shall be a holiday. Those departments which regularly operate on a twenty-four (24) hour schedule shall recognize holidays as defined in Section 5.2A. Employees assigned to a twenty-four (24) hour facility shall be compensated with additional pay equal to the length of the workday maximum of eight (8) hours when required to work on a holiday, or if the employee's regular day off falls on a holiday.
- D. Employees shall be given the option of receiving holiday pay in a "lump sum" the first pay period in December of each year or receiving the pay as each individual holiday arises effective January 1, 1998. This option must be chosen by December 15. The option shall be irrevocable until the following December.

New hires who wish to "bank" holidays must elect to do so within thirty (30) days immediately following their employment. In the event an employee fails to make a decision, holiday pay will be provided as each holiday arises.

- E. Holiday pay for those working ten (10) hour shifts will remain paid at eight (8) hours whether pooled for "lump sum" payment or taken. In no event shall the holiday pay exceed eight (8) hours, accrued vacation or compensatory time shall be used for the two (2) hour difference when necessary to maintain the eighty (80) hour pay period.
- F. Holiday pay for those working twelve (12) hour shifts will remain paid at eight (8) hours whether pooled for "lump sum" payment or taken. In no event shall the holiday pay exceed eight (8) hours, accrued vacation or compensatory time shall be used for the four (4) hour difference when necessary to maintain the eighty (80) hour pay period
- G. In addition to the above holidays, the Board of Supervisors may declare as an additional holiday each day declared by the President of the United States or the Governor of the State of California as a day of mourning, thanksgiving, or a special occasion. Each day so declared shall be treated as a holiday.

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

- A. Employees shall accrue vacation at a rate equal to the following annual vacation days: five (5) days (40 hours) during the first (1st) year of continuous service; ten (10) days (80 hours) per year for two (2) through five (5) years of continuous service; fifteen (15) days (120 hours) per year for six (6) through ten (10) years of continuous service; twenty (20) days (160 hours) per year for 11 (eleven) through fifteen (15) years of continuous service; and twenty five (25) days (200 hours) per year for sixteen (16) or more years of continuous service.
- B. Employees designated by the Board of Supervisors as line supervisor, mid-management, professional or confidential shall be entitled to five (5) days of vacation per year in addition to the time provided under Section 5.3.A above.
- C. An employee who terminates during the initial six (6) months of service shall not be entitled to vacation leave or payment for accrued vacation.
- D. At no time may employees accrue more than the number of days of vacation they are entitled to earn in a two (2) year period at their current rate of accrual. Employees who have reached this limit cease accruing vacation until such time as the total number of days accrued is less than this number.
 - 1. Employees whose vacation accrual balance exceeds the two (2) year cap as of the effective date of this agreement shall have those excess hours placed into a separate bank for their use. This excess bank may be drawn from at any time at an hour-for-hour rate should the employee exhaust their accrued vacation.
 - 2. Employees eligible for vacation usage shall be compensated for unused vacation leave upon separation from service. Employees who, upon separation from service, have hours accumulated in an excess bank as described in Section 5.3.D. above shall have those remaining hours compensated at the hourly rate at which the hours were deposited in the excess bank as of the effective date of this agreement.
 - 3. Vacation shall continue to accrue while an employee is on other paid leave of absence or temporary disability. Accrued vacation may be used to supplement paid leave or temporary disability benefits at the employee's request.

- 5.4 **Scheduling of Vacation and Floating Holidays:** Employees shall request time off in writing in advance with his or her Appointing Authority or designee. Vacation scheduling is pursuant to the Seniority Policy in Article III, Section 3.7. Vacation or floating holiday requests shall not be denied unless operational needs of the department so dictate. A denial shall be provided to the employee in writing and must state the reason for the denial. Once the Appointing Authority and the employee have agreed to a particular day or days off, the employee shall be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary.
- 5.5 **Use of Banked CTO:** An employee shall request the use of CTO in writing, on the County provided form. The Appointing Authority or designee shall grant the employee's request to use CTO within a reasonable period of time, not to exceed sixty (60) days, unless granting the request would unduly disrupt operations, which means, would create an unreasonable burden on the County's ability to provide services of acceptable quality and quantity for the public during the time requested without the employee's services. Departments shall, to the extent practical, grant requests for particular days off, if it is consistent with operational needs.
- 5.6 **Sick Leave:** All eligible employees are entitled to sick leave with pay. Employees are expected to work a complete designated workday. If an employee cannot report to work, the employee shall notify his or her department as early as possible, but not later than one (1) hour before the workday begins. Sick leave entitlement is as follows:
- A. Eligible employees earn a rate of one (1) day of sick leave with pay for each month of service from the date of employment, accrued on a biweekly basis.
 - B. Sick leave will only be authorized for illness of an employee, his or her immediate family as defined in Article II, Section 2.23 of this MOU. Abuse of this sick leave provision shall be cause for discipline. The Appointing Authority is responsible for insuring that the sick leave is not misused. With prior approval from the Human Resources Manager, the Appointing Authority or designee may require medical certification or other substantiating evidence of illness for absences of five (5) consecutively schedule work days for which sick leave is sought. Verification of sick leave may be requested of employee within a reasonable amount of time upon the employee's return to work.
 - C. Human Resources may require employees returning to work after a lengthy sick leave in excess of ten (10) continuous working days to present return to work documentation from a qualified health care provider verifying that the employee is able to perform the essential functions of the job position, with or without restrictions. Such verification shall be submitted directly to Human Resources prior to the employee returning to work.
 - D. Sick leave may be used for purposes such as: illness or injury, medical, mental health or dental appointments for the employee or for his or her immediate family members as defined in Article II, Section 2.23 of this MOU
 - E. Those employees separating in good standing with between five (5) and ten (10) years of continuous service shall be compensated at a rate of ten percent (10%) for accumulated unused sick leave.
 - F. Upon separation from County employment in good standing, those employees with ten (10) or more years of continuous service shall be compensated at a rate of twenty five percent (25%) for accumulated unused sick leave hours. Separation from County employment under other conditions shall not qualify for

payment. The employee shall have the option of trading sick leave for vacation at the rate of four (4) days of sick leave for one (1) day of vacation for sick leave accrued in excess of fifty (50) days.

- G. Upon retirement, accumulated unused sick leave hours will be eligible upon retirement for payment at a rate of fifty percent (50%), or retiring employees may choose to apply one hundred percent (100%) of their unused sick leave towards PERS retirement credit.

- 5.7 **Vacation and Sick Leave:** Vacation and sick leave shall continue to accrue while an employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation hours. Leave is only accrued for County-paid hours. When the accrued sick leave and/or vacation hours are exhausted the employee may request a leave of absence without pay under Section 5.11 of this MOU. The employee is entitled to use accrued sick leave, compensatory time off, and/or vacation time to supplement the temporary disability benefit to an amount equal to, but no greater than the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they shall be charged first to sick leave, second to compensatory time off, and lastly to vacation.
- 5.8 **Bereavement Leave:** The Appointing Authority shall authorize paid leave of up to five (5) days following the death of a member of the employee's immediate family as defined in Article II, Section 2.23 of this MOU. This leave shall be taken within thirty (30) days of the death.
- 5.9 **Jury Duty and Witness Leave:** The Appointing Authority shall authorize time off as needed for jury duty. If the employee transfers the fees paid for jury duty service to the County, then full pay shall be continued during the leave. If vacation, compensatory time or other paid time off is used, the jury duty fees need not be paid to the County. Employees subpoenaed by a court of law to serve as a witness arising out of their employment with the County shall be deemed to be on duty and shall be entitled to their regular pay provided they transfer any fees for such service, exclusive of mileage, to the County. Employees who appear in court in a private matter shall not be entitled to regular pay for such service but may use vacation or compensatory leave, authorized by the Appointing Authority and consistent with Section 5.4 of this Agreement. Time off for victims of crimes shall be authorized as consistent with Section 230 of the California Labor Code.
- 5.10 **Military Leave:** In accordance with federal law, employees shall be entitled to military leave of absence with pay and benefits as provided in Division II, Part I, Chapter VII of the Military and Veterans Code. See the Personnel Rules for specific procedures.
- 5.11 **Leave of Absence Without Pay:** Leaves of absence without pay may be granted only upon specific written request of an eligible employee, and with the approval of the Appointing Authority and the Human Resources Manager. Leaves may be granted for:
 - A. Personal reasons which do not cause inconvenience to the department, not to exceed thirty (30) days in duration.
 - B. Before a personal leave of absence is granted, an employee must exhaust all accrued vacation.
 - C. An unpaid leave of absence may be extended up to one (1) year, upon finding of unusual or special circumstances, if recommended by the Appointing Authority and approved by the Human Resources Manager. Failure to report for duty after a leave of absence has expired, been disapproved or canceled shall be considered

an automatic resignation.

- D. An unpaid leave of absence will cause a break in service, and the employee's anniversary date, evaluation date, and longevity date will be adjusted to reflect the length of time not credited to total service, except as provided under Section 5.12. An employee's seniority shall be frozen at the time of the break in service and will continue to accrue at such time as the employee returns to paid status.
- E. All paid benefits provided by this MOU will cease during the unpaid leave of absence, except as provided in Section 5.11. However, the employee has the option of continuing medical, dental and life insurance by paying the monthly premiums at group rates.
- F. The Appointing Authority may at his or her discretion approve up to five (5) days unpaid leave per calendar year to an employee for urgent or emergency absences for which the employee has insufficient accrued paid time. This time off will not be subject to approval by the Human Resources Manager and will not cause any seniority adjustment. Unpaid time off beyond the five (5) days in a calendar year is subject to all other provisions in 5.11.
- G. Nothing in this MOU shall restrict or enlarge leave rights provided for under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave Act (PDL), or any other applicable State or Federal law. See Personnel Rules Manual for specific procedures.

5.12 **Family and Medical Leave:** The parties agree that County will comply fully with the statutory rights of employees under the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA). Nothing in this paragraph waives any statutory rights of any employee. An employee with at least twelve (12) months of service, who has worked at least 1250 hours during the preceding twelve (12) month period prior to the date for which leave is taken, may be eligible to take up to twelve (12) weeks of leave in a twelve (12) month period, defined as the twelve (12) month period measured forward from the date of an employee's first FMLA leave usage, for the birth, adoption, or placement of a foster child; leave to care for a spouse, parent or child with a serious health condition or for the employee's own serious health condition. Medical certification by a qualified health care provider shall be required for an FMLA and/or CFRA protected leave. An FMLA and/or CFRA leave will be granted as provided by law.

- A. Any absence that qualifies as an approved FMLA/CFRA leave will not be counted against an employee for purposes of determining excess sick leave usage. If a leave is FMLA/CFRA approved, the employee must use available paid leave during the FMLA/CFRA leave entitlement. Paid leave shall consist of accrued sick leave, compensatory time off, vacation, floating holidays or awarded administrative days off for unpaid leave. Floating holidays or awarded administrative days off must be used in accordance with Sections 5.2(A) and 5.14. If an employee does not meet the requirements for taking paid leave or does not have enough accruals for the duration of the leave period, the employee remains entitled to take the remaining leave as unpaid FMLA/CFRA leave up to the maximum twelve (12) week entitlement. Employees may be eligible to collect partial wage replacement while on leave through State Disability Insurance (SDI) or Paid Family leave (PFL) administered by the California Employment Development Department (EDD)
- B. An employee returning to work from an approved FMLA/CFRA leave is entitled to be restored to the same position of employment or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment

as provided by law. Contact Human Resources for procedural details and description on how to utilize the leave time.

- 5.13 **Pregnancy Disability Leave.** Normal pregnancy and/or complications arising from pregnancy shall be considered an illness. The County will adhere to the provisions of the California Pregnancy Disability Leave (PDL) in all situations when a woman is actually disabled by her pregnancy, childbirth, or a related medical condition. An employee may be eligible for leave of absence without pay for pregnancy disability leave of up to four (4) months regardless of whether or not said employee has used all accrued sick, vacation and paid time-off leave. Sick leave shall run concurrent with any period of PDL absence. Employee on pregnancy disability leave may be eligible to collect partial wage replacement through State Disability Insurance (SDI) administered by the California Employment Development Department (EDD). Vacation or floating holidays may be used but only upon written request of the employee.
- A. Employees disabled by pregnancy may, if eligible under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA), be entitled to additional time off for parenting leave (aka baby bonding time) following the period of incapacity related to the pregnancy disability. Medical certification from a qualified health care provider may be required under FMLA and/or CFRA.
 - B. An employee who takes PDL retains the status of employee during the period of leave. Furthermore, the leave does not constitute a break in service for purposes of longevity and seniority. An employee returning to work from PDL is entitled to be restored to the same position of employment or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, as provided by law.
- 5.14 **Administrative Leave:** Where an employee has performed meritorious service, the Appointing Authority may, in his or her discretion, grant up to three (3) days, in eight (8) hour increments, to a maximum of twenty-four (24) hours of administrative leave with pay per employee during the fiscal year. This leave shall be in addition to all other holidays and leaves available to the employee.
- 5.15 **Catastrophic Leave Program:** A Catastrophic Leave Program will be implemented by the County for any employee who has exhausted all available sick leave, compensatory time off, vacation and other paid leave. If such employee is absent from work due to their own illness or injury or that of their immediate family for a period of time anticipated to be thirty (30) days past the date of exhaustion of all paid leave, the employee shall be entitled to withdraw donations of sick leave, compensatory time off and/or vacation from other employees. Such leaves are maintained and administered by the Human Resources Department in a catastrophic leave donation time bank. The Del Norte County Sheriffs Association shall be responsible for soliciting donations to this time bank. The following conditions shall apply to donations and withdrawals:
- A. Employees may donate a maximum of five (5) days per fiscal year to the time bank from a combination of accumulated sick leave, vacation and/or compensatory time off (CTO). Donations may be made in increments of less than one (1) day, but must be in increments of two (2) hours or more. In order to donate sick leave, an employee must have not less than ten (10) days of sick leave available at the time of donation.
 - B. Donated time becomes the property of the time bank and may not be recovered

by the donating employee or designated for particular employee.

- C. Donated time in the bank is available to eligible employees on a "first-come, first-serve" basis. However, two (2) employees may draw concurrently provided available resources exist.
- D. Donations must be made on a standard form circulated by and available from the Sheriffs Employees Association (SEA). All such donations are subject to verification by the Human Resources department.
- E. The employee must exhaust all of their own accrued paid leave.
- F. The absence is anticipated to run at least thirty (30) days past the exhaustion of all paid time and shall be certified as necessary by the health care provider.
- G. Leave used from the time bank shall be considered job protected leave as required by the federal and state family and medical leave acts.
- H. Time bank records, including donation forms, time sheets, requests for withdrawal, etc., shall be maintained by the Human Resources department.
- I. The Human Resources department is responsible for verifying time donations and determining eligibility for use of donated time.

5.16 **Workers Compensation:** The parties agree that County will comply fully with the Workers' Compensation Code of the State of California. Nothing in this paragraph is intended to waive any statutory right of any employee. When an employee is injured on the job or becomes ill from job-related (industrial) causes, the employee is responsible for notifying his/her supervisor. The supervisor shall submit a report of the injury or illness, including date and time of occurrence and any relevant circumstances, to the Risk Manager's office. The report shall be processed in accordance with the Labor Code of the State of California and the procedures of the County workers' compensation plan.

- A. In the event a job-related (industrial) injury or illness results in time lost, the employee, with the exception of law enforcement officers who are also safety officers, shall be entitled to benefit provided under the Labor Code. This provides payment for medical treatment and hospitalization up to a maximum established by the State's benefit schedule. Accrued sick leave, compensatory time off and/or vacation leave shall be used to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off and/or vacation time are used in this manner, they shall be charged first to sick leave, second to compensatory time off, and lastly to vacation.
- B. Vacation and sick leave shall continue to accrue while the employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. Leave accruals shall not be earned for time compensated by Workers' Compensation Insurance or while on an unpaid leave of absence. Leave is only accrued for County-paid hours. Those individuals qualified as safety officers under Labor Code 4850 will not be eligible to supplement the benefit with any County paid leave time until such a time as the 4850 is exhausted.

5.17 **Paid Family Leave (PFL):** The Paid Family Leave (PFL) law provides workers with a maximum of six (6) weeks of partial pay each year for a qualifying event. Contact Human Resources for additional information. This is a wage replacement program only provided through the Employment Development Department (EDD).

- 5.18 **State Disability Insurance (SDI)**: All qualified employees are covered by the State Disability Insurance (SDI) plan with the sick leave integrated option, which is administered by the State of California. Qualified employees have a payroll deduction that is based on gross salary. The employee is entitled to use sick leave and/or vacation to supplement the benefit payment to an amount equal to, but no greater than, the employee's salary. This is a wage replacement program only provided through the Employment Development Department (EDD).

ARTICLE VI EVALUATION

- 6.1 **General Provisions:** In order to maintain a high level of service to the citizens of Del Norte County, each employee is expected to meet high standards of performance. The work performance of each employee shall be evaluated at the midpoint of the probationary period, at the conclusion of the probationary period and annually thereafter on the employee's anniversary date. A special evaluation may be prepared by the employee's Appointing Authority at any time when warranted by either outstanding work performance, or when work performance is unsatisfactory. In addition, a special evaluation will be prepared by an employee's Appointing Authority at an employee's written request, but no more frequently than once between annual evaluations. In addition, the Human Resources Manager may request a report from the Appointing Authority on the overall performance of any employee, at any time.
- A. All evaluation documents shall become a permanent part of the employee's personnel file.
 - B. It shall be the duty of each Appointing Authority during the probationary period of each employee in the department to investigate thoroughly the probationer's adjustment, performance and general acceptability, and to keep the probationer advised of his/her progress and to determine whether or not the probationer is fully qualified for permanent appointment. At least fifteen (15) working/business days prior to the completion of the probationary period, the Appointing Authority shall submit a completed evaluation form to the Human Resources Manager and provide a copy to the employee.
 - C. Alleged violations of this Section are subject to the grievance procedure contained in Article XI of this MOU. However, disputes over the ratings and comments on an employee's evaluation shall not be subject to mediation. Employees are not entitled to representation at the initial evaluation meeting with the supervisor.
 - D. No complaint against an employee may be referred to in an evaluation unless the employee has been made aware of the details of the complaint within thirty (30) days that the County became aware of the complaint.
 - E. The employee shall have the right to file a response within ten (10) working/business days of receipt of the evaluation, including any attachments, witness statements, or the like. The response shall be attached to any copy of the evaluation maintained by the County.
- 6.2 **Performance Improvement Plan:** The Appointing Authority or Human Resources Manager may request a performance improvement plan be prepared to provide clear direction to an employee whose performance is substandard.
- 6.3 **Probationary Period:** All employees in permanent positions shall be subject to a probationary period. A probationary period will commence upon the effective date of hire into a permanent position, including promotion. Service prior to a permanent appointment shall, upon recommendation of the Appointing Authority or designee and approval by the Human Resources Manager, be counted as part of the probationary period, providing the temporary or provisional continuous service was in the same class as the position to which the probationary appointment is made. The regular probationary period shall be six (6) months. The probationary period for employees in the classifications of Deputy Sheriff, Sergeant, Detective Sergeant, Sheriff's Detective, Senior Dispatcher, Dispatcher,

Correctional Sergeant, Correctional Officer and Bailiff Sergeant, shall be twelve (12) months. An employee attains permanent status upon successful completion of the prescribed probationary period, and execution of the appropriate personnel action form. An employee who will not attain permanent status shall be provided a notice of probationary termination at least fifteen (15) working days prior to the conclusion of the probationary period.

- 6.4 **Extension of Probationary Period:** The appointing authority may request an extension of the probationary period up to a total of six (6) additional months for an employee. Written extension requests are to be submitted for review to the Human Resources Manager at least fifteen (15) working/business days prior to the end of the probationary period. The request shall contain the reasons and justification for the extension, and the duration of the extension requested. The request shall be accompanied by an employee's performance report and, when required by the Human Resources Manager, a performance improvement plan. If approved by the Human Resources Manager, the employee shall be notified in writing by his/her Appointing Authority or designee of the extension of his/her probationary period and the specific reasons for the extension. An employee attains permanent status upon successful completion of the probationary period, and execution of the appropriate personnel action form.
- 6.5 **Probationary Service:** A newly-hired employee is subject to separation from County service at any time during the prescribed probationary period, without right of appeal or hearing, except as may otherwise be provided by law. In case of a probationary termination, the appointing authority shall notify the probationary employee in writing of the fact that he or she is being separated from County service. Notice shall be provided at least fifteen (15) working/business days prior to the end of the probationary period. In the case of a promoted employee who fails to complete the probationary period following promotion, every reasonable attempt will be made to reinstate the employee to his/her previous position, provided that said position is open.
- 6.6 **Mid-Term Review:** After completion of three (3) months of a six (6) month or six (6) months of a twelve (12) month probationary period, an Appointing Authority may initiate a performance evaluation. The Appointing Authority may conclude the probationary period if the performance is above satisfactory. This action is subject to approval by the Human Resources Manager.
- 6.7 **Departmental Personnel File:** An employee shall be given a copy of their departmental personnel file upon the employee's written request within ten (10) working/business days.

**ARTICLE VII
TRANSFER, PROMOTION, REASSIGNMENT
AND VOLUNTARY DEMOTION**

- 7.1. **Effect of Lateral Transfer:** A permanent employee who is transferred laterally as defined in Section 2.40(B), whether in the same department or to a different department, continues to be a permanent employee and does not have to serve a new probationary period in the new position. A probationary employee who is transferred laterally must serve a new probationary period in the new position. A transferred permanent employee retains all of the seniority accrued in the earlier position(s), but the employee's anniversary date shall be changed to reflect the date of assignment to the new position. A transferred permanent employee retains the same salary step placement, including longevity, received in the former position.
- 7.2. **Effect of Promotion:** An employee who is promoted, whether in the same department or to a different department, must serve a probationary period in the new position. The employee receives a new anniversary date upon promotion. A promoted employee shall be placed at the lowest step of the new salary range which provides for a minimum five percent (5%) increase in salary. A promoted employee on step F, G, H, or I will remain at their longevity step in the new range.
- 7.3. **Voluntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, either in the same department or a different department, upon the employee's written request and with the approval of the appointing authority and the Human Resources Manager. This action shall be known as a voluntary demotion and shall be noted on all official records.
- 7.4. **Involuntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, either in the same department or a different department with the approval of the Appointing Authority and the Human Resources Manager as a result of consecutively poor performance evaluations or failure to complete a Performance Improvement Plan (PIP). This action shall be known as an involuntary demotion and shall be noted on all official records. Subject to progressive discipline, the employee has a right to appeal and request an informal (Skelly) hearing.
- 7.5. **Effect of Demotion and Demotional Transfer:** An employee who is demoted, either voluntarily or involuntarily, shall be treated as follows:
- A. If the employee, probationary or permanent, is demoted to a different classification in which the employee did not hold permanence, the Appointing Authority may require the employee to serve a probationary period.
 - B. If the employee, probationary or permanent, is appointed to a different department, the appointing authority may require the employee to serve a full probationary period.
 - C. If the employee is returned to a former class in which the employee held permanence, whether in the same or a different department, the employee shall not be required to serve a new probationary period.

- D. The employee receiving a demotion shall be placed at a step in the new salary range which provides for the least loss of pay, but shall be placed on step F, G, H, or I if that step was held in the former position.
- 7.6. **Class Series Advancement:** Employees may move upward in a class series upon the recommendation of the appointing authority, and with approval of the Human Resources Manager, when the following criteria are met:
- A. The employee's qualifications must satisfy the qualifications indicated on the job description in the area of experience, and work performance must be rated above satisfactory.
 - B. In addition to the above, advancement to a III level requires that the employee provide lead person duties or be the only clerical employee who is responsible for all clerical functions in the department or unit.
 - C. An employee who receives class series advancement shall serve a new probationary period.
- 7.7. **Grant Positions:** When a grant position is made a regular County position by action of the Board of Supervisors, the individual occupying that position may be appointed to that position by the appointing authority and with the approval of the Human Resources Manager, without normal recruitment procedures.
- 7.8. **Reassignment:** Employees may, from time to time, be affected by reorganization of their department, change of assigned worksite of their employment unit, or other factors which result in the physical relocation of the employees' worksites or work stations within the department. In all such cases, employees shall be reassigned to the new worksites or work.

ARTICLE VIII
CLASSIFICATION AND RECLASSIFICATION

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

**ARTICLE IX
HEALTH & WELFARE BENEFITS**

- 9.1. **Eligibility for Insurance Benefits:** All permanent and probationary employees are eligible for insurance benefits, subject to annual deductibles and copays. Extra help, part time, limited term, temporary and seasonal employees shall receive only those fringe benefits required by law. Employees entitled to health benefits shall be eligible for coverage following completion of sixty (60) days of active employment in an eligible status. All employees shall contribute the Mandatory Health Insurance Contribution, equivalent to five percent (5%) of their gross biweekly salary through payroll deduction as the employee portion of the health plan premium. The employee shall continue to be responsible for their five percent (5%) contribution during any period of an authorized absence based on the employee's current grade and step. In addition, the employee may elect to cover dependents by the payment of premiums through payroll deduction. See the Health Care Plan Booklet contained in Appendix C for specific benefits, co-pays and continuation coverage provisions. During the term of this Agreement, the parties may, by mutual agreement, modify health care and other insurance options.
- 9.2. **Dependent Coverage Rates:** Eligible employees may enroll dependents by payment of premiums through payroll deduction. Dependents include legal spouses and registered domestic partners, and children. For specific dependent coverage rate information, refer to Appendix B. The employee shall continue to be responsible for the payment of dependent premiums during any period of an authorized absence.
- 9.3. **Health Benefits:** The County provides health benefits under its health plan, a copy of which is attached to this MOU as an exhibit. See the Health Care Plan Booklet contained in Attachment C for specific benefits, co-pays and continuation coverage provisions. Effective January 1, 2019, eligible medical benefits shall include an all preventive care platform for all plan participants.
- 9.4. **Plan Continuation Benefit:**
- A. Employees who retire from County service may continue their medical coverage at County group rates at their option, and subject to all rules and regulations of the County's medical benefits carrier at the time. It is understood and agreed that the County shall not be liable for payment of any premium to the medical carrier. If the retired employee fails for any reason to make a payment when due, the County will not make the payment for him/her, and the benefit could be lost in this event.
 - B. Employees retiring after serving a minimum of twenty (20) years in Del Norte County service shall be eligible for County paid health care coverage after attaining the age of fifty (50) at no cost to the retiree until the retiree qualifies for Medicare benefits. For specific retiree rates, including dependent coverage rates, refer to Appendix B.
 - C. Employees and their eligible dependents shall be notified of their rights (if any) to continue health care benefit coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
 - D. Effective November 1, 2009, employees hired after November 1, 2009 shall not

be eligible to continue health insurance coverage as a retiree until they have achieved fifteen years continuous county service. Employees hired between January 1, 2007 and October 31, 2009 shall not be eligible to continue health insurance coverage as a retiree until they have achieved ten year continuous county service. All employees hired prior to January 1, 2007 shall be unaffected by this article.

- 9.5. **Premium Conversion Plan:** The County makes available to employees a premium conversion plan under Internal Revenue Code Section 125, by which employees who pay for dependent medical care may have their premium contributions paid with pre-tax dollars.
- 9.6. **Life Insurance:** The County provides a life insurance policy of twenty five thousand (\$25,000) at no cost to the employee. Mid-management/professional and confidential employees are provided a life insurance policy equal to one (1) year gross pay at no cost to the individual.
- 9.7. **Voluntary Insurance Plans:** Employees are eligible for a variety of employee and dependent paid insurance plans offered through AFLAC. Voluntary insurance plans are paid for by the employee through payroll deduction of premiums, at no cost to the County.
- 9.8. **Ground and Air Ambulance Plan:** The County shall provide memberships for all employees in Del Norte Ambulance, Cal-Ore Life Flight and Mercy Flights ambulance plans. This plan shall be provided to permanent employees upon completion of two (2) months continuous service and their insured family members.
- 9.9. **Vision Plan:** The County shall provide vision coverage to all SEA represented employees effective upon completion of two (2) months of continuous service. For specific plan benefits and deductible information, please refer to the coverage documents provided to all employees at time of hire.
- 9.10 **PERS Employee Contribution:**
 - A. **Miscellaneous New Members:** Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013 defined as "New" miscellaneous employees shall pay the member contribution established under PEPRA. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective the first full pay period in July 2018, employees shall pay a total of eight percent (8%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the employees will pay the established rate. At no point shall "New" members pay a contribution rate that is less than the Classic members.
 - B. **Safety New Members:** Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013 defined as "New" safety employees shall pay the member contribution established under PEPRA. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective the first full pay period in July 2018, employees shall pay a total of twelve percent (12%). Should this rate established by CalPERS fluctuate during the term of this Agreement, the "New" employees will pay the established rate. At no point shall "New" members pay a contribution that is less than the Classic members.

The County shall take all required action to designate the classifications of correctional sergeant and correctional officer covered under this agreement as eligible/covered for safety retirement under the PEPRA 2.7% at 57 formula effective the first full pay period in July 2018.

- C. **Miscellaneous Classic Members:** Effective with the adoption of this Agreement, all classic vested and non-vested employees shall continue to pay the member contribution of six and one quarter percent (6.25%). Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective the first full pay period in July 2018, employees shall pay a total of eight percent (8%).
 - D. **Safety Classic Members:** Effective with the adoption of this Agreement, all classic vested and non-vested employees will each continue to pay the member contribution of eight and one quarter percent (8.25%). Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective the first full pay period in July 2018, employees shall pay a total of twelve percent (12%).
- 9.11. **PERS Benefit Calculation:** Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the benefit calculation for employees hired after January 1, 2013 who are not transferred from a CalPERS or CalPERS reciprocal agency or have a break in service of six (6) months or longer shall be the thirty-six (36) highest consecutive months final compensation provision using the 2.7% @ 57 formula for Safety Employees and the 2% @ 62 formula for Miscellaneous Employees.
- For employees hired prior to January 1, 2013, or Classic Employees, the benefit calculation shall be based on the twelve (12) highest paid consecutive months using the 2% @ 50 formula for Safety Employees and the 2% @ 55 formula for Miscellaneous Employees.
- 9.12. **Rain Gear:** The County provides appropriate rain gear for all employees whose work locations are not protected from the weather. The County is not required to provide rain gear to individual employees. The County makes this gear available to qualified groups of employees.
- 9.13. **Uniform/Equipment Allowance:** Uniform allowance shall be paid to Deputies, Sergeants, Correctional Officers, and any other classification required to maintain a uniform as follows.
- A. Two hundred fifty dollar (\$250.00) allotment payable the first pay period of the fiscal for those hired prior to July 1 or each year.
 - B. Thirty dollars (\$30.00) biweekly.
 - C. Newly hired employees shall receive five hundred dollars (\$500.00) on their first payday following their hire date to offset the initial cost of uniform and safety equipment in addition to the biweekly allowance.
 - D. Uniform/equipment allowance shall not be subject to prorating based upon hire or separation dates.
 - E. Uniform Modification: Modifications to the uniform are a meet and confer item.
- 9.14. **Employee Discount Program:** The County will participate in and pass along employee discounts offered by vendors as they become available, provided said participation does not violate legal or ethical rules. Participation in such discount programs shall not hold the

County liable in any manner. Offers or programs that require County staff time to verify employment or in any way assist in the overall management of the discount program shall be considered on a case by case basis. Examples of employee discount programs are, but not limited to the following: Microsoft Office software purchase, Verizon Wireless discount, and Dell computer purchasing program. Specific information regarding current discount programs may be obtained from the Human Resources Office.

9.15 **Gym Membership Program:** The County shall offer a gym membership program to SEA represented employees. The following guidelines shall apply:

- A. Employees must attend the gym a minimum of ten (10) times per month.
- B. The employee shall pay the magnetic card deposit of \$10.00, which is refundable.
- C. If the attendance criteria are not met, the monthly membership fee shall be deducted from the affected employees' paycheck during the following pay period.
- D. Employees' shall submit a usage report from the gym for the previous month to the Sheriff's Department fiscal staff no later than the fifth (5th) day of the following month in order to be eligible.
- E. In the case of authorized absence (injury, illness or vacation) that has caused the employee not to meet the attendance criteria, the employee shall submit a memo justifying the lack of attendance to the Sheriff for adjudication no later than the 5th day of the following month. Appeals of any decision made by the Sheriff regarding eligibility shall be subject to the grievance process in Article XI of this MOU.
- F. Time spent at the gym shall not be considered work time and any injury or illness arising from use of the gym shall not be the responsibility of the County except as otherwise provided by law.
- G. If an employee fails to meet the criteria of attending a minimum of ten (10) times per month without approval from the Sheriff three (3) times during a fiscal year, the employee shall be suspended from the program for a period of six (6) months.

ARTICLE X LAYOFF AND REEMPLOYMENT

- 10.1. **Reason for Layoff:** Whenever, in the judgment of the Board of Supervisors, it becomes necessary to reduce County staffing levels, positions may be abolished and employees may be laid off, including those employees who have been granted an approved leave of absence. The order in which employees would be separated or demoted in a reduction in force shall be based upon type of appointment, seniority and to the extent practical, relative efficiency. The Human Resources Office shall notify each employee who is to be laid off, and the Association, in writing not less than fourteen (14) calendar days prior to the effective date of layoff. During the fourteen (14) day notice period, up to forty (40) hours may be granted to each employee being laid off to be away from work for job search purposes.
- 10.2. **Area of Layoff:** The classes and geographic areas of layoff are to be determined by the Appointing Authority in the affected department, subject to concurrence by the Human Resources Manager. Employees laid-off in designated programs or geographic areas of a department shall have the right to displace employees in other programs or geographic areas of the department who are lower on the seniority list as determined by the Human Resources Manager.
- 10.3. **Retirement In Lieu:** Any eligible employee may accept a service retirement in lieu of layoff. An employee who chooses to retire shall inform the Human Resources Office in writing not less than ten (10) calendar days prior to the effective date of layoff. The County shall assist the employee with processing retirement through PERS. An employee who retires in lieu of layoff shall be placed on the one (1) year reemployment list along with other laid off employees. The employee's eligibility for retirement shall be governed by applicable statutes and the regulations of PERS. The County agrees that, when an eligible retiree responds positively and in a timely fashion to an offer of reemployment, the retiree shall be granted the time necessary to terminate retired status and return to active employment. An eligible retiree who declines a reemployment offer in the class and department from which laid off shall be removed from the reemployment list and be considered permanently retired.
- 10.5. **Seniority Score Computation:**
- A. Persons with permanent or probationary appointments with the County shall receive credit for all employment in County departments provided that employment has been in continuous service. Persons hired from a reemployment list regain all previously earned seniority on the date of reemployment.
 - B. Employees on approved leaves of absence such as educational leave, military leave, maternity leave and disability leave shall retain seniority accumulated before the leave of absence. The time on such approved leave of absence is not included in the seniority score computation. Time on industrial disability leave shall be included in the seniority score computation.
 - C. One point seniority credit shall be given for each qualifying month of service.
 - D. Nothing in this provision shall preclude the seniority policy established in Article III of this MOU.
 - E. Twelve points shall be added to the seniority score of an employee with an

overall rating of exceptional, with a rating of five (5) or similar term denoting exceptional in the highest rating category in the performance appraisal system, on the last two regularly scheduled written performance evaluations.

10.5 **Qualifying Month of Service:**

- A. When computing seniority for full-time employees, the starting and ending months of a period of service shall be considered a complete month if the employee has fifteen (15) or more calendar days of service. No credit is given for less than fifteen (15) days of service.
- B. In order to receive a seniority point for an appropriate month, an employee must be considered in an "in-pay" status for fifteen (15) or more calendar days.
- C. For other than full-time employees, 160 hours worked shall be equivalent to one (1) month's service and seniority credit shall be given upon the completion of each 160 hours worked.

10.6. **Equal Seniority:** If two (2) employees in the class in the department have the same seniority score, the County and the Association shall meet and confer to determine which employee has the greatest seniority.

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

10.8. **Notice of Reduction in Force:** The Human resources Department shall send written notice to each employee affected by a reduction in force at least fourteen (14) calendar days prior to the effective date of the action. The notice shall include:

- A. Reason for layoff;
- B. Classifications to which the employee has retreat rights to under section 10.9;
- C. Effective date of the action;
- D. Seniority score of the employee;
- E. Location of the seniority list so that employees may compare their scores with others
- F. Conditions governing retention on and reinstatement from reemployment lists;
- G. Rules regarding waiver of reinstatement and voluntary withdrawal from the reemployment list.

10.9. **Retreat Rights:** An employee to be laid off from his/her position may elect to displace the least senior employee in the class in the department. If there is no less senior employee, the employee may displace the least senior employee in the department in a lower class in which the employee to be laid off has served in a permanent status, if the employee to be laid off has more seniority than that employee in the lower class. An employee displaced by a more senior employee may likewise exercise retreat rights within the department, in order of seniority. An employee displaced by a more senior employee exercising retreat rights has the same reemployment rights as an employee

who is laid off. An employee who is to be laid off who chooses to exercise retreat rights must inform the Human Resources Office of that decision in writing within five (5) working days of receipt of the notice of layoff. Employees who exercise retreat rights shall not be required to serve a probationary period in the class they retreat to.

- A. An employee who retreats to a lower class in the department shall be placed at a step of the appropriate salary range which represents the least loss of pay. An employee may not be advanced to a longevity step (F, G, H or I) unless longevity has already been attained.
- B. Employees retreating to a lower classification shall serve a probationary period in the new classification unless they have previously successfully completed a probationary period in the classification.

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

- A. Employees on a reemployment list shall have the same rights as active employees to seek transfers and promotions to vacant positions in other classes throughout the County.
- B. An employee who is reemployed in the same class from which laid-off or displaced during the one (1) year period of reemployment rights, whether in the same or a different department, shall be restored to the same salary step held at the time of layoff or displacement. If the employee exercised retreat rights to a lower class at the time of layoff, salary step placement shall be adjusted upward upon reemployment as if the employee had served that time in the original class. The time on the reemployment list shall not be considered a break in service, except that the employee's original hire and anniversary dates shall be adjusted to deduct the time off work.
- C. The names of persons laid off or demoted shall be entered upon reemployment lists for positions for which they are qualified. Lists from different departments or at different times for the same class shall be combined into a single list. These lists shall be used by every appointing authority when a vacancy arises in the same or lower classes before certification is made for an eligibility list.

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

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

for notifying the Human Resources Department in writing of the time needed to return to duty.

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

ARTICLE XI GRIEVANCE PROCEDURE

- 11.1. **Purpose:** It is the purpose of this procedure to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and timely manner.
- 11.2. **Definition of a Grievance:** A grievance is a complaint of an employee or group of employees alleging the violation, misinterpretation or misapplication of any provision of this Memorandum of Understanding, or working conditions within the control of the Appointing Authority, including rules and regulations, County policies and disciplinary action for which no other procedure for orderly adjudication of the complaint exists.
- 11.3. **Definition of a Grievant:** A grievant is any employee within the bargaining unit represented by the Association alleging a grievance.
- 11.4. **Timeline for Filing a Grievance:** A grievance must be filed within thirty (30) calendar days after the event, or the grievant becomes knowledgeable of the event, but in no case after sixty (60) calendar days of the event. This time limit includes the informal procedure. Time periods set forth in the grievance procedure may be extended by mutual written agreement of the County and the grievant, or the County and the Association, if the Association is representing the grievant.
- 11.5. **Informal Grievance Procedure (Step One):** Any employee, or group of employees, shall first discuss their grievance with the immediate supervisor. If not resolved within three (3) regular working/business days, the employee shall contact the Appointing Authority. If, within five (5) regular working/business days, the Appointing Authority has not resolved the grievance to the satisfaction of the employee, the employee may submit his/her grievance in writing pursuant to the following procedure.
- 11.6. **Formal Grievance Procedure (Step Two):** The grievant may submit a formal grievance in writing on the form provided by the Human Resources Office. The grievance form, and any requests for hearing shall be in writing and set forth the specific provision(s) of the MOU the grievant alleges has(ve) been violated, misinterpreted, or misapplied, and shall set forth facts supporting the allegations and the resolution desired. Within ten (10) regular working days of receipt of the grievance, the Human Resources Manager shall investigate and provide a response in writing to the grievant. The response shall include a complete statement of the supervisor's position and facts and evidence upon which it is based, and the remedy or correction which has been offered, if any.
- 11.7. **Mediation (Step Three):** If within five (5) regular working/business days of receipt of the Human Resources Manager's written response, the grievant disputes the resolution proposed, the grievant may request that the grievance be heard before a mediator of the California Mediation and Conciliation Service. The request shall be in writing or on a form provided by the County stating the reasons why the proposed resolution is still disputed. The outcome of this mediation shall be advisory in nature.
- 11.8. **Hearing (Step Four):** If, within ten (10) regular/working business days of receipt of the response of the mediator, the grievant disputes the proposed resolution, the grievant may request that the grievance be heard before the Board of Supervisors of the County of Del

Norte. The request shall be in writing or on a form provided by the County stating the reasons why the outcome is still in dispute. The requested hearing must be held within twenty (20) regular/working days of receipt of the appeal by the Clerk to the Board. The Board's decision shall be in writing, stating the reasons for their decision and shall be presented to the grievant within five (5) regular/working days of the hearing. The decision of the Board of Supervisors shall be final.

- 11.9. **Performance Standards:** Employees who file a grievance are not excused from performing their jobs to acceptable standards at all times during the processing of a grievance.
- 11.10. **Representation Rights:** The Association shall have the right to represent employees in the bargaining unit in grievances. Individual employees may process their own grievances without assistance from the Association up to and including the Board of Supervisors level. The Association has no obligation to represent any employee's grievance once the employee has filed a formal written grievance without Association representation.
- 11.11. **Employee Processed Grievances:** The County agrees to provide the Association with a copy of the proposed resolution(s) to any grievances processed by employees without Association representation, except those grievances containing a confidential component. The Association shall be granted five (5) regular work/business days to review the proposed resolution(s) prior to implementation, to determine that the proposed resolution(s) are in conformance with the terms of this MOU.
- 11.12. **Release time for Witnesses:** The County agrees to release from duty without loss of pay or benefits any employee called as a witness in any grievance by the Association or an individual employee grievant.

ARTICLE XII DISCIPLINE

- 12.1. **General Provisions:** Employees may be disciplined only in accordance with the provisions of this Article.
- 12.2. **Discipline:** Discipline means all personnel actions resulting from acts or omissions on the part of an employee consisting of written warnings, written reprimands, suspension without pay, demotion or dismissal. Permanent employees shall be disciplined only for just cause. All reasonable efforts shall be made to apply discipline progressively, to afford the employee a reasonable opportunity to correct deficient work practices or conduct. Newly-hired probationary employees may be suspended without pay, demoted or dismissed without the right to appeal or hearing. Promotional probationary employees who have previously achieved permanence in any class enjoy full due process rights established in this Article and in Section 6.3 of this MOU.
- A. Written warnings and written reprimands may only be challenged through the grievance procedure contained in Article XI of this MOU. However, these disputes shall not be subject to a hearing under Article XI.
- B. Discipline may not be imposed on a permanent employee for any cause of which the County had knowledge for which discipline was not imposed and which occurred more than six (6) months prior to the issuance of formal charges.
- 12.3. **Right to Representation:** Whenever disciplinary action is initiated by the appointing authority, the employee shall be advised that s/he has a right to the presence of a representative, including the Association, at all stages of the proceedings, including, but not limited to, discussions and interrogations involving the employee, and at informal and formal disciplinary hearings.
- 12.4. **Clearance for Disciplinary Action:** Any proposed disciplinary action shall be approved by the Human Resources Manager prior to any action being taken, in order to insure conformity with the procedures established in this Article, and consistency in the severity of discipline applied.
- 12.5. **Leave Pending Investigation:** Only on approval of the Human Resources Manager may an employee against whom charges have been served pursuant to Section 12.13, or who is under investigation for possible discipline, be placed on paid administrative leave pending an investigation. Such time shall be granted with pay and without prejudice as to the alleged violation.
- 12.6. **Negative Evaluations:** A negative evaluation shall not of itself constitute grounds for discipline of a permanent employee. However, the deficiencies in employee performance including conduct documented in a negative evaluation may constitute grounds for discipline, and may result in charges being brought against an employee under the provisions of this Article.
- 12.7. **Disciplinary Documents:** All documents pertaining to a disciplinary action shall become a permanent part of the employee's personnel file.
- 12.8. **Performance Improvement Plan:** A Performance Improvement Plan is required as a part

of a, written reprimand, suspension without pay or demotion. The corrective action plan, along with any disciplinary documents, shall become a permanent part of the employee's personnel file. The corrective action plan shall be prepared by the Appointing Authority and be subject to the approval of the Human Resources Manager prior to delivery to the employee.

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

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

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

- A. Conviction of a felony.
- B. Misappropriation of County funds or property.
- C. Misconduct.
- D. Intentional or neglectful misuse of County property resulting in increased maintenance or repair costs or a reduction in service life of the equipment.
- E. Using County time, facilities, equipment, or supplies for private and/or personal gain or advantage.
- F. Failure to improve substandard performance.
- G. Discourteous, discriminatory, offensive or abusive treatment of the public or fellow employees.
- H. Drinking alcoholic beverages or use of controlled substances without a prescription on the job, or arriving on the job under the influence of alcohol or controlled substances without a prescription.
- I. Habitual absenteeism or tardiness.
- J. Absence without notification.
- K. Abuse of sick leave or any other paid leave.
- L. Disorderly conduct.
- M. Incompetence or inefficiency in the performance of assigned duties.
- N. Being wasteful or misusing of material, property or working time.
- O. Insubordination, including, but not limited to, refusal to perform assigned tasks.
- P. Violation of any lawful, safe and reasonable order or written regulation made or given by an employee's supervisor or higher County authority.
- Q. Neglect of duty.
- R. Dishonesty.
- S. Fraud in securing employment.
- T. Gross misconduct.
- U. Refusal or failure to comply with safety rules and/or regulations, including drug and alcohol policies, promulgated by any government agency with jurisdiction.
- V. Refusal to take a medical examination required by the County.

- W. Serious physical and/or mental disability which prevents the employee from performing the essential functions of the position, even with reasonable accommodation of the disability.
- X. Failure to maintain any formal licensing or certification required for the employee's position.
- Y. Falsification of County records.
- Z. A violation of another person's constitutional rights.
- AA. Using, or having access to, confidential information available by virtue of County employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- BB. Engaging in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with County business.
- CC. Using the prestige or influence of the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- DD. Accepting any consideration or gift, including money from anyone other than the County for the performance of official duties or accepting directly or indirectly, any consideration or gift, including money, service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the County or whose activities are regulated or controlled by the County under circumstances from which it reasonably could be substantiated that the gift was intended to influence the employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.

12.11. **Disciplinary Procedure:** Discipline may be imposed for the violation of any provision of Section 12.10. A written warning may be given for the first or a relatively minor violation, and shall specify the details of the offense. A written reprimand may be given for repeated violations or a violation of increased severity, and shall specify the details of the offense(s) and shall include a performance Improvement Plan.

12.12. **Written Notice of Charges:** When the appointing authority determines that sufficient grounds exist for imposing discipline on an employee, and following clearance by the Human Resources Manager, the Appointing Authority shall prepare and provide to the employee a written notice of charges at least five (5) regular business/working days prior to the proposed effective date. The notice shall contain the following information:

- A. The provision(s) of Section 12.10 allegedly violated.
- B. A statement of the specific acts or omissions upon which the discipline is based, including the names, dates, times, locations and circumstances of the alleged violation(s), unless the information is privileged, stated in clear and concise language. The statement shall be sufficiently specific as to fully inform the employee of the nature of the charges against him/her.
- C. A statement that a copy of all non-privileged materials upon which the discipline is based are attached or available for inspection upon request.
- D. A description of the proposed discipline and its effective date(s).
- E. A statement advising the employee of the right to request a hearing on the charges, and the time frame in which such a request must be made.
- F. A statement advising the employee of the right to representation at any and all

disciplinary proceedings.

- G. A blank "Response to Charges and Request for Hearing" form, the signing and return of which to the Human Resources Manager constitutes activation of the hearing process.
- 12.13. **Service of Written Notice:** All notices of proposed discipline shall be personally served upon the employee, or mailed by certified mail, return receipt requested, to the last known address of the employee. Refusal to acknowledge receipt of the written notice does not preclude response time referenced in Sections 12.14 and 12.15 below.
- 12.14. **Employee Response:** The employee may deny all of the charges and request a hearing on the charges by delivering a written statement which includes the grounds for denial of the charges to the Human Resources Manager within five (5) regular working/business days of the date of receipt of the charges. This statement may be made on the form provided for that purpose along with the charges, or on a separate piece of paper, signed and dated by the employee.
- 12.15. **Failure to Respond:** If the employee fails to request a hearing within five (5) regular working/business days of receipt of the charges, the right to a hearing is waived, and the Appointing Authority may impose discipline upon the employee, with the approval of the Human Resources Manager.
- 12.16. **Informal (Skelly) Hearing:** If the employee requests a hearing on the charges, the Human Resources Manager shall schedule an information hearing at which the employee may answer and refute the charges, present mitigating evidence or otherwise respond to the charges. The Personnel Officer shall issue an opinion and decision within ten (10) regular working/business days of the hearing. If the Personnel Officer upholds the charges a formal hearing shall be scheduled, unless the employee withdraws the request for hearing at that point. If the Personnel Officer finds that the discipline proposed is not justified, the Personnel Officer may order the charges rejected and the employee exonerated with full salary and benefits. The Personnel Officer may also reduce the severity of discipline proposed. If this occurs, the employee may still choose to go forward to a formal hearing on the charges. It is the intent of the parties that all disputes be resolved at the lowest administrative level possible.
- 12.17. **Formal Hearing:** If the employee is dissatisfied with the Personnel Officer's decision, the employee must notify the Human Resources Manager within ten (10) days after the Personnel Officer's decision has been mailed or delivered to the employee. The Human Resources Manager shall arrange for a formal hearing on the charges. The Association and County may agree to a hearing officer; if they do not, they shall select an arbitrator as provided below:
- A. The parties may agree to an arbitrator. If they cannot agree on selection of the arbitrator, they shall make a joint request to the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by alternatively striking names, with the opportunity to go first decided by chance.
 - B. The parties shall submit briefs and documents to the arbitrator at least ten (10) days before the hearing.
 - C. The arbitrator shall not be empowered to alter, amend, change, add to or subtract

from any terms of this MOU. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the parties to the arbitration. The decision shall be final and binding upon the parties.

- D. Each party shall bear its own witness and/or attorney fees. Because of the impact of *Florio v. City of Ontario*, (05 CDOS 6192), in cases where the hearing arises directly from imposed or proposed discipline against the grievant, County shall bear the entire cost of the arbitration, but parties shall continue to bear their own attorney's fees and/or witness fees.

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

- A. Each party shall have these right: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him. If the employee does not testify in his/her behalf, the employee may be called and examined as if under cross-examination.
- B. The County shall open the case and present evidence in support of the discipline proposed. The County shall have the burden of proving charges by a preponderance of the evidence.
- C. Relevant documents which are part of the employee's personnel file, and those constituting the disciplinary action being appealed and upon which the County intends to rely in presenting its case, may be admitted as evidence in the hearing.
- D. The employee may present his/her case in person or through a representative of his/her choice.
- E. The hearing shall be recorded verbatim by a court reporter who shall be compensated by the County. The costs of any transcript ordered shall be borne by the party ordering the transcript.
- F. The costs of the hearing officer shall normally be borne by the County. However, if the County believes the employee's defense of the charges is frivolous and without merit, the County may raise a frivolous defense claim at the hearing. If the hearing officer rules that the employee's defense was frivolous and without merit, the costs of the hearing officer shall be borne by the employee.
- G. The decision of the Hearing Officer shall be final and shall be submitted within ten (10) days. The arbitrator shall issue a finding on each charge and specification individually, and on the charges as a whole. The decision shall be final and binding on the parties.

- 12.19. **Proposed Decision:** After the close of the hearing, the Hearing Officer shall submit his/her proposed decision in writing as promptly as possible simultaneously to the employee or his/her representative and to the Human Resources Manager no later than ten (10) working days after the hearing. The arbitrator shall issue a finding on each charge and specification individually, and on the charges as a whole. The hearing officer shall also recommend discipline appropriate to the findings.
- 12.20. **Board of Supervisors Action:** The proposed decision shall be submitted to the Board of Supervisors at the next regularly scheduled Board meeting. The Board of Supervisors may adopt the decision in whole, amend it, reject it, or impose discipline different than that recommended by the hearing officer. However, the Board may not impose discipline greater than that recommended by the Personnel Officer following the information hearing. If the Board of Supervisors rejects all discipline against the employee, the employee shall be exonerated and reinstated to his/ her position without loss of pay or benefits. The decision of the Board of Supervisors shall be final subject to review by the Superior Court pursuant to the provisions of Section 1094.5 of the Code of Civil Procedure.
- 12.21. **Negotiated Settlement:** At any point in the proceedings the Human Resources Manager and the employee and his/her representatives, if any, may negotiate, compromise and/or settle any dispute concerning discipline. The employee shall be granted a reasonable amount of time to have any proposed settlement reviewed by a representative of his/her choice before agreeing to and signing the settlement. Any negotiated settlement shall be reduced to writing, and shall become a permanent part of the employee's personnel file.
- 12.22. **Negative Evaluation and Disciplinary Action:** All negative evaluations and disciplinary documents shall remain a part of the employee's personnel file. Negative evaluations shall not be used by the Appointing Authority in decisions to dismiss if the performance has improved or the action which merited a warning or reprimand has not reoccurred, each/both for a period of at least one (1) year. A written warning or written reprimand shall remain a part of the employees personnel file for a period of one (1) year from the date of the signed receipt. Violations resulting in suspension or demotion shall remain a part of the employees file for two (2) years from the date of the signed receipt. These time limits, however, may be decreased at the discretion of the Human Resources Manager.
- 12.23. **Termination of a Grant or Temporary Extra-Help or Limited-Term Employee:** A grant or extra-help or limited-term temporary employee may be terminated at any time without right of appeal or hearing, except as may otherwise be provided by law. In case of termination the Appointing Authority shall provide the employee written notification of the reason for termination.

ARTICLE XIII
EFFECT OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE XIV
ARTICLE/SECTION REPLACEMENT

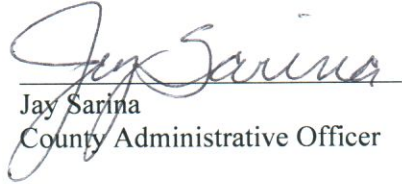
If any provisions of this MOU are held to be contrary to law by agreement of the parties or by a court of competent jurisdiction, those provisions will be deemed invalid, except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event any Article or Section of this MOU is held contrary to law, the County and the Association agree to meet and confer within fourteen (14) days after this holding for the purpose of arriving at a mutually satisfactory and legally enforceable replacement for the Article or Section.


ARTICLE XV
REOPENER

Each party shall be entitled to re-open negotiations one time per fiscal year during the term of this Agreement for the purpose of meeting and conferring on items of economic significance. Re-opening of this Agreement may also occur by mutual consent.


Mutually Recommended:
COUNTY OF DEL NORTE


DEL NORTE COUNTY SHERIFF'S
EMPLOYEES ASSOCIATION


Jay Sarina
County Administrative Officer


Daniel Schneck, President
Sheriff's Employees Association



Neal Lopez
Assistant County Administrative Officer


Diana Stanley, Secretary
Sheriff's Employees Association


Cathy Hafterson
Human Resources/Risk Manager

6/16/2020
Date



Clinton Schaad
Auditor Controller


Heather Snow
Director of Health and Human Services

Approved and adopted this ____ day of _____, 2020 by the Del Norte County Board of Supervisors

Gerry Hemmingsen
Chair, Del Norte County Board of Supervisors

Approved as to form:



Joel Campbell-Blair
County Counsel

Kylie Goughnour
Clerk of the Board

ATTACHMENT A

List of Classifications Covered by this MOU

Job Title	Range No.
Bailiff Sergeant	51
Budget & Logistics Manager I	48
Budget & Logistics Manager II	53
Civil/Account Clerk I	30
Civil/Account Clerk II	34
Coroner's Assistant	36
Correctional Officer I	31
Correctional Officer II	35
Correctional Officer III	37
Correctional Officer Rec	29
Correctional Sergeant	44
Correctional Technician I	26
Correctional Technician II	29
Correctional Technician III	31
Deputy Sheriff/Coroner I	40
Deputy Sheriff/Coroner II	42
Deputy Sheriff/Coroner III	44
Deputy Sheriff/Coroner Recruit	36
Detective Sergeant	52
Dispatcher I	32
Dispatcher II	34
Dispatcher III	36
Property Clerk I	26
Property Clerk II	29
Property Clerk III	31
Senior Dispatcher	38
Sergeant	51
Sheriff's Secretary I	32
Sheriff's Secretary II	34
Welfare Fraud Investigator	44

DEL NORTE COUNTY
Sheriff Employees - Safety
Biweekly Salary Schedule

3.0% - Effective 7/2020

Range/Step		LONGEVITY STEPS									
		A	B	C	D	E	10	15	20	25	30
DNSO	22	1083.74	1137.93	1194.83	1254.57	1317.30	1383.17	1452.33	1524.95	1601.20	1681.26
DNSO	23	1110.90	1166.45	1224.77	1286.01	1350.31	1417.83	1488.72	1563.16	1641.32	1723.39
DNSO	24	1137.93	1194.83	1254.57	1317.30	1383.17	1452.33	1524.95	1601.20	1681.26	1765.32
DNSO	25	1166.44	1224.76	1286.00	1350.30	1417.82	1488.71	1563.15	1641.31	1723.38	1809.55
DNSO	26	1194.82	1254.56	1317.29	1383.15	1452.31	1524.93	1601.18	1681.24	1765.30	1853.57
DNSO	27	1224.75	1285.99	1350.29	1417.80	1488.69	1563.12	1641.28	1723.34	1809.51	1899.99
DNSO	28	1254.57	1317.30	1383.17	1452.33	1524.95	1601.20	1681.26	1765.32	1853.59	1946.27
DNSO	29	1286.00	1350.30	1417.82	1488.71	1563.15	1641.31	1723.38	1809.55	1900.03	1995.03
DNSO	30	1317.29	1383.15	1452.31	1524.93	1601.18	1681.24	1765.30	1853.57	1946.25	2043.56
DNSO	31	1350.29	1417.80	1488.69	1563.12	1641.28	1723.34	1809.51	1899.99	1994.99	2094.74
DNSO	32	1383.16	1452.32	1524.94	1601.19	1681.25	1765.31	1853.58	1946.26	2043.57	2145.75
DNSO	33	1417.81	1488.70	1563.14	1641.30	1723.37	1809.54	1900.02	1995.02	2094.77	2199.51
DNSO	34	1452.31	1524.93	1601.18	1681.24	1765.30	1853.57	1946.25	2043.56	2145.74	2253.03
DNSO	35	1488.70	1563.14	1641.30	1723.37	1809.54	1900.02	1995.02	2094.77	2199.51	2309.49
DNSO	36	1524.95	1601.20	1681.26	1765.32	1853.59	1946.27	2043.58	2145.76	2253.05	2365.70
DNSO	37	1563.13	1641.29	1723.35	1809.52	1900.00	1995.00	2094.75	2199.49	2309.46	2424.93
DNSO	38	1601.18	1681.24	1765.30	1853.57	1946.25	2043.56	2145.74	2253.03	2365.68	2483.96
DNSO	39	1641.28	1723.34	1809.51	1899.99	1994.99	2094.74	2199.48	2309.45	2424.92	2546.17
DNSO	40	1681.24	1765.30	1853.57	1946.25	2043.56	2145.74	2253.03	2365.68	2483.96	2608.16
DNSO	41	1723.34	1809.51	1899.99	1994.99	2094.74	2199.48	2309.45	2424.92	2546.17	2673.48
DNSO	42	1765.30	1853.57	1946.25	2043.56	2145.74	2253.03	2365.68	2483.96	2608.16	2738.57
DNSO	43	1809.51	1899.99	1994.99	2094.74	2199.48	2309.45	2424.92	2546.17	2673.48	2807.15
DNSO	44	1853.56	1946.24	2043.55	2145.73	2253.02	2365.67	2483.95	2608.15	2738.56	2875.49
DNSO	45	1899.98	1994.98	2094.73	2199.47	2309.44	2424.91	2546.16	2673.47	2807.14	2947.50
DNSO	46	1946.25	2043.56	2145.74	2253.03	2365.68	2483.96	2608.16	2738.57	2875.50	3019.28
DNSO	47	1994.99	2094.74	2199.48	2309.45	2424.92	2546.17	2673.48	2807.15	2947.51	3094.89
DNSO	48	2043.55	2145.73	2253.02	2365.67	2483.95	2608.15	2738.56	2875.49	3019.26	3170.22
DNSO	49	2094.73	2199.47	2309.44	2424.91	2546.16	2673.47	2807.14	2947.50	3094.88	3249.62
DNSO	50	2145.74	2253.03	2365.68	2483.96	2608.16	2738.57	2875.50	3019.28	3170.24	3328.75
DNSO	51	2199.47	2309.44	2424.91	2546.16	2673.47	2807.14	2947.50	3094.88	3249.62	3412.10
DNSO	52	2253.01	2365.66	2483.94	2608.14	2738.55	2875.48	3019.25	3170.21	3328.72	3495.16
DNSO	53	2309.47	2424.94	2546.19	2673.50	2807.18	2947.54	3094.92	3249.67	3412.15	3582.76
DNSO	54	2365.68	2483.96	2608.16	2738.57	2875.50	3019.28	3170.24	3328.75	3495.19	3669.95
DNSO	55	2424.92	2546.17	2673.48	2807.15	2947.51	3094.89	3249.63	3412.11	3582.72	3761.86
DNSO	56	2483.96	2608.16	2738.57	2875.50	3019.28	3170.24	3328.75	3495.19	3669.95	3853.45
DNSO	57	2546.17	2673.48	2807.15	2947.51	3094.89	3249.63	3412.11	3582.72	3761.86	3949.95
DNSO	58	2608.17	2738.58	2875.51	3019.29	3170.25	3328.76	3495.20	3669.96	3853.46	4046.13
DNSO	59	2673.47	2807.14	2947.50	3094.88	3249.62	3412.10	3582.71	3761.85	3949.94	4147.44
DNSO	60	2738.56	2875.49	3019.26	3170.22	3328.73	3495.17	3669.93	3853.43	4046.10	4248.41
DNSO	61	2807.15	2947.51	3094.89	3249.63	3412.11	3582.72	3761.86	3949.95	4147.45	4354.82
DNSO	62	2875.49	3019.26	3170.22	3328.73	3495.17	3669.93	3853.43	4046.10	4248.41	4460.83
DNSO	63	2947.50	3094.88	3249.62	3412.10	3582.71	3761.85	3949.94	4147.44	4354.81	4572.55
DNSO	64	3019.27	3170.23	3328.74	3495.18	3669.94	3853.44	4046.11	4248.42	4460.84	4683.88
DNSO	65	3094.86	3249.60	3412.08	3582.68	3761.81	3949.90	4147.40	4354.77	4572.51	4801.14
DNSO	66	3170.24	3328.75	3495.19	3669.95	3853.45	4046.12	4248.43	4460.85	4683.89	4918.08
DNSO	67	3249.61	3412.09	3582.69	3761.82	3949.91	4147.41	4354.78	4572.52	4801.15	5041.21
DNSO	68	3328.74	3495.18	3669.94	3853.44	4046.11	4248.42	4460.84	4683.88	4918.07	5163.97
DNSO	69	3412.10	3582.71	3761.85	3949.94	4147.44	4354.81	4572.55	4801.18	5041.24	5293.30
DNSO	70	3495.19	3669.95	3853.45	4046.12	4248.43	4460.85	4683.89	4918.08	5163.98	5422.18
DNSO	71	3582.70	3761.84	3949.93	4147.43	4354.80	4572.54	4801.17	5041.23	5293.29	5557.95
DNSO	72	3669.94	3853.44	4046.11	4248.42	4460.84	4683.88	4918.07	5163.97	5422.17	5693.28
DNSO	73	3761.84	3949.93	4147.43	4354.80	4572.54	4801.17	5041.23	5293.29	5557.95	5835.85

DEL NORTE COUNTY
Sheriff Employees - Safety
Biweekly Salary Schedule

2.0% - Effective 7/2021

Range/Step		LONGEVITY STEPS									
		A	B	C	D	E	10	15	20	25	30
DNSO	22	1105.41	1160.68	1218.71	1279.65	1343.63	1410.81	1481.35	1555.42	1633.19	1714.85
DNSO	23	1133.12	1189.78	1249.27	1311.73	1377.32	1446.19	1518.50	1594.43	1674.15	1757.86
DNSO	24	1160.69	1218.72	1279.66	1343.64	1410.82	1481.36	1555.43	1633.20	1714.86	1800.60
DNSO	25	1189.77	1249.26	1311.72	1377.31	1446.18	1518.49	1594.41	1674.13	1757.84	1845.73
DNSO	26	1218.72	1279.66	1343.64	1410.82	1481.36	1555.43	1633.20	1714.86	1800.60	1890.63
DNSO	27	1249.25	1311.71	1377.30	1446.17	1518.48	1594.40	1674.12	1757.83	1845.72	1938.01
DNSO	28	1279.66	1343.64	1410.82	1481.36	1555.43	1633.20	1714.86	1800.60	1890.63	1985.16
DNSO	29	1311.72	1377.31	1446.18	1518.49	1594.41	1674.13	1757.84	1845.73	1938.02	2034.92
DNSO	30	1343.64	1410.82	1481.36	1555.43	1633.20	1714.86	1800.60	1890.63	1985.16	2084.42
DNSO	31	1377.30	1446.17	1518.48	1594.40	1674.12	1757.83	1845.72	1938.01	2034.91	2136.66
DNSO	32	1410.82	1481.36	1555.43	1633.20	1714.86	1800.60	1890.63	1985.16	2084.42	2188.64
DNSO	33	1446.17	1518.48	1594.40	1674.12	1757.83	1845.72	1938.01	2034.91	2136.66	2243.49
DNSO	34	1481.36	1555.43	1633.20	1714.86	1800.60	1890.63	1985.16	2084.42	2188.64	2298.07
DNSO	35	1518.47	1594.39	1674.11	1757.82	1845.71	1938.00	2034.90	2136.65	2243.48	2355.65
DNSO	36	1555.45	1633.22	1714.88	1800.62	1890.65	1985.18	2084.44	2188.66	2298.09	2412.99
DNSO	37	1594.39	1674.11	1757.82	1845.71	1938.00	2034.90	2136.65	2243.48	2355.65	2473.43
DNSO	38	1633.20	1714.86	1800.60	1890.63	1985.16	2084.42	2188.64	2298.07	2412.97	2533.62
DNSO	39	1674.11	1757.82	1845.71	1938.00	2034.90	2136.65	2243.48	2355.65	2473.43	2597.10
DNSO	40	1714.86	1800.60	1890.63	1985.16	2084.42	2188.64	2298.07	2412.97	2533.62	2660.30
DNSO	41	1757.81	1845.70	1937.99	2034.89	2136.63	2243.46	2355.63	2473.41	2597.08	2726.93
DNSO	42	1800.61	1890.64	1985.17	2084.43	2188.65	2298.08	2412.98	2533.63	2660.31	2793.33
DNSO	43	1845.70	1937.99	2034.89	2136.63	2243.46	2355.63	2473.41	2597.08	2726.93	2863.28
DNSO	44	1890.63	1985.16	2084.42	2188.64	2298.07	2412.97	2533.62	2660.30	2793.32	2932.99
DNSO	45	1937.98	2034.88	2136.62	2243.45	2355.62	2473.40	2597.07	2726.92	2863.27	3006.43
DNSO	46	1985.18	2084.44	2188.66	2298.09	2412.99	2533.64	2660.32	2793.34	2933.01	3079.66
DNSO	47	2034.89	2136.63	2243.46	2355.63	2473.41	2597.08	2726.93	2863.28	3006.44	3156.76
DNSO	48	2084.42	2188.64	2298.07	2412.97	2533.62	2660.30	2793.32	2932.99	3079.64	3233.62
DNSO	49	2136.62	2243.45	2355.62	2473.40	2597.07	2726.92	2863.27	3006.43	3156.75	3314.59
DNSO	50	2188.65	2298.08	2412.98	2533.63	2660.31	2793.33	2933.00	3079.65	3233.63	3395.31
DNSO	51	2243.46	2355.63	2473.41	2597.08	2726.93	2863.28	3006.44	3156.76	3314.60	3480.33
DNSO	52	2298.07	2412.97	2533.62	2660.30	2793.32	2932.99	3079.64	3233.62	3395.30	3565.07
DNSO	53	2355.66	2473.44	2597.11	2726.97	2863.32	3006.49	3156.81	3314.65	3480.38	3654.40
DNSO	54	2412.99	2533.64	2660.32	2793.34	2933.01	3079.66	3233.64	3395.32	3565.09	3743.34
DNSO	55	2473.42	2597.09	2726.94	2863.29	3006.45	3156.77	3314.61	3480.34	3654.36	3837.08
DNSO	56	2533.64	2660.32	2793.34	2933.01	3079.66	3233.64	3395.32	3565.09	3743.34	3930.51
DNSO	57	2597.09	2726.94	2863.29	3006.45	3156.77	3314.61	3480.34	3654.36	3837.08	4028.93
DNSO	58	2660.33	2793.35	2933.02	3079.67	3233.65	3395.33	3565.10	3743.36	3930.53	4127.06
DNSO	59	2726.94	2863.29	3006.45	3156.77	3314.61	3480.34	3654.36	3837.08	4028.93	4230.38
DNSO	60	2793.33	2933.00	3079.65	3233.63	3395.31	3565.08	3743.33	3930.50	4127.03	4333.38
DNSO	61	2863.29	3006.45	3156.77	3314.61	3480.34	3654.36	3837.08	4028.93	4230.38	4441.90
DNSO	62	2933.00	3079.65	3233.63	3395.31	3565.08	3743.33	3930.50	4127.03	4333.38	4550.05
DNSO	63	3006.45	3156.77	3314.61	3480.34	3654.36	3837.08	4028.93	4230.38	4441.90	4664.00
DNSO	64	3079.66	3233.64	3395.32	3565.09	3743.34	3930.51	4127.04	4333.39	4550.06	4777.56
DNSO	65	3156.76	3314.60	3480.33	3654.35	3837.07	4028.92	4230.37	4441.89	4663.98	4897.18
DNSO	66	3233.64	3395.32	3565.09	3743.34	3930.51	4127.04	4333.39	4550.06	4777.56	5016.44
DNSO	67	3314.60	3480.33	3654.35	3837.07	4028.92	4230.37	4441.89	4663.98	4897.18	5142.04
DNSO	68	3395.31	3565.08	3743.33	3930.50	4127.03	4333.38	4550.05	4777.55	5016.43	5267.25
DNSO	69	3480.34	3654.36	3837.08	4028.93	4230.38	4441.90	4664.00	4897.20	5142.06	5399.16
DNSO	70	3565.09	3743.34	3930.51	4127.04	4333.39	4550.06	4777.56	5016.44	5267.26	5530.62
DNSO	71	3654.35	3837.07	4028.92	4230.37	4441.89	4663.98	4897.18	5142.04	5399.14	5669.10
DNSO	72	3743.34	3930.51	4127.04	4333.39	4550.06	4777.56	5016.44	5267.26	5530.62	5807.15
DNSO	73	3837.08	4028.93	4230.38	4441.90	4664.00	4897.20	5142.06	5399.16	5669.12	5952.58

DEL NORTE COUNTY
Sheriff Employees - Miscellaneous
Biweekly Salary Schedule

2.0% Effective 7/2021

Range/Step		LONGEVITY STEPS									
		A	B	C	D	E	F	G	H	I	J
DNSO	22	1084.70	1138.94	1195.89	1255.68	1318.46	1384.38	1453.60	1526.28	1602.59	1682.72
DNSO	23	1111.88	1167.47	1225.84	1287.13	1351.49	1419.06	1490.01	1564.51	1642.74	1724.88
DNSO	24	1138.94	1195.89	1255.68	1318.46	1384.38	1453.60	1526.28	1602.59	1682.72	1766.86
DNSO	25	1167.48	1225.85	1287.14	1351.50	1419.08	1490.03	1564.53	1642.76	1724.90	1811.15
DNSO	26	1195.89	1255.68	1318.46	1384.38	1453.60	1526.28	1602.59	1682.72	1766.86	1855.20
DNSO	27	1225.84	1287.13	1351.49	1419.06	1490.01	1564.51	1642.74	1724.88	1811.12	1901.68
DNSO	28	1255.69	1318.47	1384.39	1453.61	1526.29	1602.60	1682.73	1766.87	1855.21	1947.97
DNSO	29	1287.14	1351.50	1419.08	1490.03	1564.53	1642.76	1724.90	1811.15	1901.71	1996.80
DNSO	30	1318.46	1384.38	1453.60	1526.28	1602.59	1682.72	1766.86	1855.20	1947.96	2045.36
DNSO	31	1351.49	1419.06	1490.01	1564.51	1642.74	1724.88	1811.12	1901.68	1996.76	2096.60
DNSO	32	1384.38	1453.60	1526.28	1602.59	1682.72	1766.86	1855.20	1947.96	2045.36	2147.63
DNSO	33	1419.06	1490.01	1564.51	1642.74	1724.88	1811.12	1901.68	1996.76	2096.60	2201.43
DNSO	34	1453.60	1526.28	1602.59	1682.72	1766.86	1855.20	1947.96	2045.36	2147.63	2255.01
DNSO	35	1490.03	1564.53	1642.76	1724.90	1811.15	1901.71	1996.80	2096.64	2201.47	2311.54
DNSO	36	1526.30	1602.62	1682.75	1766.89	1855.23	1947.99	2045.39	2147.66	2255.04	2367.79
DNSO	37	1564.53	1642.76	1724.90	1811.15	1901.71	1996.80	2096.64	2201.47	2311.54	2427.12
DNSO	38	1602.59	1682.72	1766.86	1855.20	1947.96	2045.36	2147.63	2255.01	2367.76	2486.15
DNSO	39	1642.74	1724.88	1811.12	1901.68	1996.76	2096.60	2201.43	2311.50	2427.08	2548.43
DNSO	40	1682.73	1766.87	1855.21	1947.97	2045.37	2147.64	2255.02	2367.77	2486.16	2610.47
DNSO	41	1724.87	1811.11	1901.67	1996.75	2096.59	2201.42	2311.49	2427.06	2548.41	2675.83
DNSO	42	1766.86	1855.20	1947.96	2045.36	2147.63	2255.01	2367.76	2486.15	2610.46	2740.98
DNSO	43	1811.12	1901.68	1996.76	2096.60	2201.43	2311.50	2427.08	2548.43	2675.85	2809.64
DNSO	44	1855.21	1947.97	2045.37	2147.64	2255.02	2367.77	2486.16	2610.47	2740.99	2878.04
DNSO	45	1901.67	1996.75	2096.59	2201.42	2311.49	2427.06	2548.41	2675.83	2809.62	2950.10
DNSO	46	1947.98	2045.38	2147.65	2255.03	2367.78	2486.17	2610.48	2741.00	2878.05	3021.95
DNSO	47	1996.76	2096.60	2201.43	2311.50	2427.08	2548.43	2675.85	2809.64	2950.12	3097.63
DNSO	48	2045.38	2147.65	2255.03	2367.78	2486.17	2610.48	2741.00	2878.05	3021.95	3173.05
DNSO	49	2096.59	2201.42	2311.49	2427.06	2548.41	2675.83	2809.62	2950.10	3097.61	3252.49
DNSO	50	2147.65	2255.03	2367.78	2486.17	2610.48	2741.00	2878.05	3021.95	3173.05	3331.70
DNSO	51	2201.43	2311.50	2427.08	2548.43	2675.85	2809.64	2950.12	3097.63	3252.51	3415.14
DNSO	52	2255.02	2367.77	2486.16	2610.47	2740.99	2878.04	3021.94	3173.04	3331.69	3498.27
DNSO	53	2311.52	2427.10	2548.46	2675.88	2809.67	2950.15	3097.66	3252.54	3415.17	3585.93
DNSO	54	2367.79	2486.18	2610.49	2741.01	2878.06	3021.96	3173.06	3331.71	3498.30	3673.22
DNSO	55	2427.08	2548.43	2675.85	2809.64	2950.12	3097.63	3252.51	3415.14	3585.90	3765.20
DNSO	56	2486.17	2610.48	2741.00	2878.05	3021.95	3173.05	3331.70	3498.29	3673.20	3856.86
DNSO	57	2548.44	2675.86	2809.65	2950.13	3097.64	3252.52	3415.15	3585.91	3765.21	3953.47
DNSO	58	2610.48	2741.00	2878.05	3021.95	3173.05	3331.70	3498.29	3673.20	3856.86	4049.70
DNSO	59	2675.86	2809.65	2950.13	3097.64	3252.52	3415.15	3585.91	3765.21	3953.47	4151.14
DNSO	60	2741.01	2878.06	3021.96	3173.06	3331.71	3498.30	3673.22	3856.88	4049.72	4252.21
DNSO	61	2809.65	2950.13	3097.64	3252.52	3415.15	3585.91	3765.21	3953.47	4151.14	4358.70
DNSO	62	2878.04	3021.94	3173.04	3331.69	3498.27	3673.18	3856.84	4049.68	4252.16	4464.77
DNSO	63	2950.12	3097.63	3252.51	3415.14	3585.90	3765.20	3953.46	4151.13	4358.69	4576.62
DNSO	64	3021.95	3173.05	3331.70	3498.29	3673.20	3856.86	4049.70	4252.19	4464.80	4688.04
DNSO	65	3097.62	3252.50	3415.13	3585.89	3765.18	3953.44	4151.11	4358.67	4576.60	4805.43
DNSO	66	3173.07	3331.72	3498.31	3673.23	3856.89	4049.73	4252.22	4464.83	4688.07	4922.47
DNSO	67	3252.50	3415.13	3585.89	3765.18	3953.44	4151.11	4358.67	4576.60	4805.43	5045.70
DNSO	68	3331.71	3498.30	3673.22	3856.88	4049.72	4252.21	4464.82	4688.06	4922.46	5168.58
DNSO	69	3415.13	3585.89	3765.18	3953.44	4151.11	4358.67	4576.60	4805.43	5045.70	5297.99
DNSO	70	3498.29	3673.20	3856.86	4049.70	4252.19	4464.80	4688.04	4922.44	5168.56	5426.99
DNSO	71	3585.89	3765.18	3953.44	4151.11	4358.67	4576.60	4805.43	5045.70	5297.99	5562.89
DNSO	72	3673.20	3856.86	4049.70	4252.19	4464.80	4688.04	4922.44	5168.56	5426.99	5698.34
DNSO	73	3765.19	3953.45	4151.12	4358.68	4576.61	4805.44	5045.71	5298.00	5562.90	5841.05

DEL NORTE COUNTY
Sheriff Employees - Safety
Biweekly Salary Schedule

2.0% - Effective 7/2022

Range/Step		LONGEVITY STEPS									
		A	B	C	D	E	10	15	20	25	30
		F	G	H	I	J					
DNSO	22	1127.52	1183.90	1243.10	1305.26	1370.52	1439.05	1511.00	1586.55	1665.88	1749.17
DNSO	23	1155.78	1213.57	1274.25	1337.96	1404.86	1475.10	1548.86	1626.30	1707.62	1793.00
DNSO	24	1183.90	1243.10	1305.26	1370.52	1439.05	1511.00	1586.55	1665.88	1749.17	1836.63
DNSO	25	1213.57	1274.25	1337.96	1404.86	1475.10	1548.86	1626.30	1707.62	1793.00	1882.65
DNSO	26	1243.09	1305.24	1370.50	1439.03	1510.98	1586.53	1665.86	1749.15	1836.61	1928.44
DNSO	27	1274.24	1337.95	1404.85	1475.09	1548.84	1626.28	1707.59	1792.97	1882.62	1976.75
DNSO	28	1305.25	1370.51	1439.04	1510.99	1586.54	1665.87	1749.16	1836.62	1928.45	2024.87
DNSO	29	1337.95	1404.85	1475.09	1548.84	1626.28	1707.59	1792.97	1882.62	1976.75	2075.59
DNSO	30	1370.51	1439.04	1510.99	1586.54	1665.87	1749.16	1836.62	1928.45	2024.87	2126.11
DNSO	31	1404.85	1475.09	1548.84	1626.28	1707.59	1792.97	1882.62	1976.75	2075.59	2179.37
DNSO	32	1439.04	1510.99	1586.54	1665.87	1749.16	1836.62	1928.45	2024.87	2126.11	2232.42
DNSO	33	1475.09	1548.84	1626.28	1707.59	1792.97	1882.62	1976.75	2075.59	2179.37	2288.34
DNSO	34	1510.99	1586.54	1665.87	1749.16	1836.62	1928.45	2024.87	2126.11	2232.42	2344.04
DNSO	35	1548.84	1626.28	1707.59	1792.97	1882.62	1976.75	2075.59	2179.37	2288.34	2402.76
DNSO	36	1586.56	1665.89	1749.18	1836.64	1928.47	2024.89	2126.13	2232.44	2344.06	2461.26
DNSO	37	1626.28	1707.59	1792.97	1882.62	1976.75	2075.59	2179.37	2288.34	2402.76	2522.90
DNSO	38	1665.86	1749.15	1836.61	1928.44	2024.86	2126.10	2232.41	2344.03	2461.23	2584.29
DNSO	39	1707.59	1792.97	1882.62	1976.75	2075.59	2179.37	2288.34	2402.76	2522.90	2649.05
DNSO	40	1749.16	1836.62	1928.45	2024.87	2126.11	2232.42	2344.04	2461.24	2584.30	2713.52
DNSO	41	1792.97	1882.62	1976.75	2075.59	2179.37	2288.34	2402.76	2522.90	2649.05	2781.50
DNSO	42	1836.62	1928.45	2024.87	2126.11	2232.42	2344.04	2461.24	2584.30	2713.52	2849.20
DNSO	43	1882.61	1976.74	2075.58	2179.36	2288.33	2402.75	2522.89	2649.03	2781.48	2920.55
DNSO	44	1928.44	2024.86	2126.10	2232.41	2344.03	2461.23	2584.29	2713.50	2849.18	2991.64
DNSO	45	1976.74	2075.58	2179.36	2288.33	2402.75	2522.89	2649.03	2781.48	2920.55	3066.58
DNSO	46	2024.88	2126.12	2232.43	2344.05	2461.25	2584.31	2713.53	2849.21	2991.67	3141.25
DNSO	47	2075.59	2179.37	2288.34	2402.76	2522.90	2649.05	2781.50	2920.58	3066.61	3219.94
DNSO	48	2126.11	2232.42	2344.04	2461.24	2584.30	2713.52	2849.20	2991.66	3141.24	3298.30
DNSO	49	2179.35	2288.32	2402.74	2522.88	2649.02	2781.47	2920.54	3066.57	3219.90	3380.90
DNSO	50	2232.42	2344.04	2461.24	2584.30	2713.52	2849.20	2991.66	3141.24	3298.30	3463.22
DNSO	51	2288.33	2402.75	2522.89	2649.03	2781.48	2920.55	3066.58	3219.91	3380.91	3549.96
DNSO	52	2344.03	2461.23	2584.29	2713.50	2849.18	2991.64	3141.22	3298.28	3463.19	3636.35
DNSO	53	2402.77	2522.91	2649.06	2781.51	2920.59	3066.62	3219.95	3380.95	3550.00	3727.50
DNSO	54	2461.25	2584.31	2713.53	2849.21	2991.67	3141.25	3298.31	3463.23	3636.39	3818.21
DNSO	55	2522.89	2649.03	2781.48	2920.55	3066.58	3219.91	3380.91	3549.96	3727.46	3913.83
DNSO	56	2584.31	2713.53	2849.21	2991.67	3141.25	3298.31	3463.23	3636.39	3818.21	4009.12
DNSO	57	2649.03	2781.48	2920.55	3066.58	3219.91	3380.91	3549.96	3727.46	3913.83	4109.52
DNSO	58	2713.54	2849.22	2991.68	3141.26	3298.32	3463.24	3636.40	3818.22	4009.13	4209.59
DNSO	59	2781.48	2920.55	3066.58	3219.91	3380.91	3549.96	3727.46	3913.83	4109.52	4315.00
DNSO	60	2849.20	2991.66	3141.24	3298.30	3463.22	3636.38	3818.20	4009.11	4209.57	4420.05
DNSO	61	2920.56	3066.59	3219.92	3380.92	3549.97	3727.47	3913.84	4109.53	4315.01	4530.76
DNSO	62	2991.66	3141.24	3298.30	3463.22	3636.38	3818.20	4009.11	4209.57	4420.05	4641.05
DNSO	63	3066.58	3219.91	3380.91	3549.96	3727.46	3913.83	4109.52	4315.00	4530.75	4757.29
DNSO	64	3141.25	3298.31	3463.23	3636.39	3818.21	4009.12	4209.58	4420.06	4641.06	4873.11
DNSO	65	3219.90	3380.90	3549.95	3727.45	3913.82	4109.51	4314.99	4530.74	4757.28	4995.14
DNSO	66	3298.31	3463.23	3636.39	3818.21	4009.12	4209.58	4420.06	4641.06	4873.11	5116.77
DNSO	67	3380.89	3549.93	3727.43	3913.80	4109.49	4314.96	4530.71	4757.25	4995.11	5244.87
DNSO	68	3463.22	3636.38	3818.20	4009.11	4209.57	4420.05	4641.05	4873.10	5116.76	5372.60
DNSO	69	3549.95	3727.45	3913.82	4109.51	4314.99	4530.74	4757.28	4995.14	5244.90	5507.15
DNSO	70	3636.39	3818.21	4009.12	4209.58	4420.06	4641.06	4873.11	5116.77	5372.61	5641.24
DNSO	71	3727.44	3913.81	4109.50	4314.98	4530.73	4757.27	4995.13	5244.89	5507.13	5782.49
DNSO	72	3818.21	4009.12	4209.58	4420.06	4641.06	4873.11	5116.77	5372.61	5641.24	5923.30
DNSO	73	3913.82	4109.51	4314.99	4530.74	4757.28	4995.14	5244.90	5507.15	5782.51	6071.64

DEL NORTE COUNTY
Sheriff Employees - Miscellaneous
Biweekly Salary Schedule

2.0% Effective 7/2022

		LONGEVITY STEPS									
							10	15	20	25	30
Range/Step		A	B	C	D	E	F	G	H	I	J
DNSO	22	1106.39	1161.71	1219.80	1280.79	1344.83	1412.07	1482.67	1556.80	1634.64	1716.37
DNSO	23	1134.12	1190.83	1250.37	1312.89	1378.53	1447.46	1519.83	1595.82	1675.61	1759.39
DNSO	24	1161.72	1219.81	1280.80	1344.84	1412.08	1482.68	1556.81	1634.65	1716.38	1802.20
DNSO	25	1190.83	1250.37	1312.89	1378.53	1447.46	1519.83	1595.82	1675.61	1759.39	1847.36
DNSO	26	1219.81	1280.80	1344.84	1412.08	1482.68	1556.81	1634.65	1716.38	1802.20	1892.31
DNSO	27	1250.36	1312.88	1378.52	1447.45	1519.82	1595.81	1675.60	1759.38	1847.35	1939.72
DNSO	28	1280.80	1344.84	1412.08	1482.68	1556.81	1634.65	1716.38	1802.20	1892.31	1986.93
DNSO	29	1312.88	1378.52	1447.45	1519.82	1595.81	1675.60	1759.38	1847.35	1939.72	2036.71
DNSO	30	1344.83	1412.07	1482.67	1556.80	1634.64	1716.37	1802.19	1892.30	1986.92	2086.27
DNSO	31	1378.52	1447.45	1519.82	1595.81	1675.60	1759.38	1847.35	1939.72	2036.71	2138.55
DNSO	32	1412.07	1482.67	1556.80	1634.64	1716.37	1802.19	1892.30	1986.92	2086.27	2190.58
DNSO	33	1447.44	1519.81	1595.80	1675.59	1759.37	1847.34	1939.71	2036.70	2138.54	2245.47
DNSO	34	1482.67	1556.80	1634.64	1716.37	1802.19	1892.30	1986.92	2086.27	2190.58	2300.11
DNSO	35	1519.83	1595.82	1675.61	1759.39	1847.36	1939.73	2036.72	2138.56	2245.49	2357.76
DNSO	36	1556.83	1634.67	1716.40	1802.22	1892.33	1986.95	2086.30	2190.62	2300.15	2415.16
DNSO	37	1595.82	1675.61	1759.39	1847.36	1939.73	2036.72	2138.56	2245.49	2357.76	2475.65
DNSO	38	1634.64	1716.37	1802.19	1892.30	1986.92	2086.27	2190.58	2300.11	2415.12	2535.88
DNSO	39	1675.59	1759.37	1847.34	1939.71	2036.70	2138.54	2245.47	2357.74	2475.63	2599.41
DNSO	40	1716.38	1802.20	1892.31	1986.93	2086.28	2190.59	2300.12	2415.13	2535.89	2662.68
DNSO	41	1759.37	1847.34	1939.71	2036.70	2138.54	2245.47	2357.74	2475.63	2599.41	2729.38
DNSO	42	1802.20	1892.31	1986.93	2086.28	2190.59	2300.12	2415.13	2535.89	2662.68	2795.81
DNSO	43	1847.34	1939.71	2036.70	2138.54	2245.47	2357.74	2475.63	2599.41	2729.38	2865.85
DNSO	44	1892.31	1986.93	2086.28	2190.59	2300.12	2415.13	2535.89	2662.68	2795.81	2935.60
DNSO	45	1939.70	2036.69	2138.52	2245.45	2357.72	2475.61	2599.39	2729.36	2865.83	3009.12
DNSO	46	1986.94	2086.29	2190.60	2300.13	2415.14	2535.90	2662.70	2795.84	2935.63	3082.41
DNSO	47	2036.70	2138.54	2245.47	2357.74	2475.63	2599.41	2729.38	2865.85	3009.14	3159.60
DNSO	48	2086.29	2190.60	2300.13	2415.14	2535.90	2662.70	2795.84	2935.63	3082.41	3236.53
DNSO	49	2138.52	2245.45	2357.72	2475.61	2599.39	2729.36	2865.83	3009.12	3159.58	3317.56
DNSO	50	2190.60	2300.13	2415.14	2535.90	2662.70	2795.84	2935.63	3082.41	3236.53	3398.36
DNSO	51	2245.46	2357.73	2475.62	2599.40	2729.37	2865.84	3009.13	3159.59	3317.57	3483.45
DNSO	52	2300.12	2415.13	2535.89	2662.68	2795.81	2935.60	3082.38	3236.50	3398.33	3568.25
DNSO	53	2357.75	2475.64	2599.42	2729.39	2865.86	3009.15	3159.61	3317.59	3483.47	3657.64
DNSO	54	2415.15	2535.91	2662.71	2795.85	2935.64	3082.42	3236.54	3398.37	3568.29	3746.70
DNSO	55	2475.62	2599.40	2729.37	2865.84	3009.13	3159.59	3317.57	3483.45	3657.62	3840.50
DNSO	56	2535.89	2662.68	2795.81	2935.60	3082.38	3236.50	3398.33	3568.25	3746.66	3933.99
DNSO	57	2599.41	2729.38	2865.85	3009.14	3159.60	3317.58	3483.46	3657.63	3840.51	4032.54
DNSO	58	2662.69	2795.82	2935.61	3082.39	3236.51	3398.34	3568.26	3746.67	3934.00	4130.70
DNSO	59	2729.38	2865.85	3009.14	3159.60	3317.58	3483.46	3657.63	3840.51	4032.54	4234.17
DNSO	60	2795.83	2935.62	3082.40	3236.52	3398.35	3568.27	3746.68	3934.01	4130.71	4337.25
DNSO	61	2865.84	3009.13	3159.59	3317.57	3483.45	3657.62	3840.50	4032.53	4234.16	4445.87
DNSO	62	2935.60	3082.38	3236.50	3398.33	3568.25	3746.66	3933.99	4130.69	4337.22	4554.08
DNSO	63	3009.12	3159.58	3317.56	3483.44	3657.61	3840.49	4032.51	4234.14	4445.85	4668.14
DNSO	64	3082.39	3236.51	3398.34	3568.26	3746.67	3934.00	4130.70	4337.24	4554.10	4781.81
DNSO	65	3159.57	3317.55	3483.43	3657.60	3840.48	4032.50	4234.13	4445.84	4668.13	4901.54
DNSO	66	3236.53	3398.36	3568.28	3746.69	3934.02	4130.72	4337.26	4554.12	4781.83	5020.92
DNSO	67	3317.55	3483.43	3657.60	3840.48	4032.50	4234.13	4445.84	4668.13	4901.54	5146.62
DNSO	68	3398.34	3568.26	3746.67	3934.00	4130.70	4337.24	4554.10	4781.81	5020.90	5271.95
DNSO	69	3483.43	3657.60	3840.48	4032.50	4234.13	4445.84	4668.13	4901.54	5146.62	5403.95
DNSO	70	3568.26	3746.67	3934.00	4130.70	4337.24	4554.10	4781.81	5020.90	5271.95	5535.55
DNSO	71	3657.61	3840.49	4032.51	4234.14	4445.85	4668.14	4901.55	5146.63	5403.96	5674.16
DNSO	72	3746.66	3933.99	4130.69	4337.22	4554.08	4781.78	5020.87	5271.91	5535.51	5812.29
DNSO	73	3840.49	4032.51	4234.14	4445.85	4668.14	4901.55	5146.63	5403.96	5674.16	5957.87

APPENDIX B

SEA Miscellaneous/Safety Employees Health Care Premium Schedule Effective 1/1/2020

Employee Rate Schedule

Biweekly Rate Employee:	5% of Gross*
Employee + 1	Employee 5%* + \$ 99.18
Employee + 2	Employee 5%* + \$152.37
Employee + 3	Employee 5%* + \$159.00
Employee + 4 or more	Employee 5%* + \$165.62

Cobra Rate Schedule Monthly Rate

Single	\$ 809.00
Single + 1	\$1,568.00
Single + 2 or more	\$1,925.00

Retiree Full Plan Rate Schedule

Retiree Age Under 65 Monthly Rate

10 to 15 years Single	\$ 386.06
10 to 15 years R+1 Dep	\$ 748.89
10 to 15 years R+ 2 or more	\$1,127.20
16 to 19 years Single	\$ 257.25
16 to 19 years R+1 Dep	\$ 559.76
16 to 19 years R+ 2 or more	\$ 875.02

Retiree Age 65 & Over Monthly Rate

10 to 15 years Single	\$ 225.00
10 to 15 years R+1 Dep	\$ 439.91
10 to 15 years R+ 2 or more	\$ 555.15
16 to 19 years Single	\$ 200.00
16 to 19 years R+1 Dep	\$ 414.91
16 to 19 years R+ 2 or more	\$ 530.15

(At least age 50)

20 or more years Single	\$ -
20 or more years R+1	\$ 214.91
20 or more years R+2 or more	\$ 344.50

20 or more years Single	\$ 150.00
20 or more years R+1	\$ 364.91
20 or more years R+2 or more	\$ 480.15

Retiree Age 65 & Over - Dental Only Monthly Rate

10 to 15 years Single	\$ 60.00
10 to 15 years R+1 Dep	\$ 115.00
10 to 15 years R+ 2 or more	\$ 165.00
16 to 19 years Single	\$ 60.00
16 to 19 years R+1 Dep	\$ 115.00
16 to 19 years R+ 2 or more	\$ 165.00

(At least age 50)

20 or more years Single	\$ 60.00
20 or more years R+1	\$ 115.00
20 or more years R+2 or more	\$ 165.00

ATTACHMENT C

Health Care Summary Plan Description

The Summary Plan Description (SPD) is not included as Attachment C at this time. Due to the health plan changes effective January 1, 2020, the SPD needed revising.

The County of Del Norte
Summary Plan Description
of the
Medical, Prescription & Dental Benefits
will be made available once the document has been approved and released from
the Contract Administrator:
PRISM (formerly CSAC-Excess Insurance Authority)

Reference documents may be obtained on
the County's Employee Intranet site under
Human Resources/Health Insurance
Medical Dental Matrix Summary

Questions should be directed to Human Resources (707) 464-7213

