

**COUNTY OF AMADOR**

**AND**

**AMADOR COUNTY SHERIFF'S OFFICE  
MID-MANAGEMENT ASSOCIATION  
FOR SAFETY PERSONNEL**

**October 1, 2022 - September 30, 2025**

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## SECTION 1 AGREEMENT

**1.1.** This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the “County”, and the Amador County Sheriff’s Office Mid-Management Association, or its successors, hereinafter referred to as the “Association” which represents the Sheriff’s Office Mid-Management Association (“SOMMA”).

**1.2.** The following appendices, attached hereto, are incorporated herein by reference as part of this Agreement:

Appendix A: Definitions

Appendix B: Classifications and Wages

**1.3.** This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code §§3500-3510.

**1.4.** Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, 2022 through September 30, 2025, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2022, all matters within the scope of representation, as defined by California Government Code §3504 or its successors, shall be subject to renegotiation by the County and the Association in accordance with the provisions of this Agreement and of California Government Code §§3500-3510, or its successors.

**1.5.** All rights, privileges, powers, and authority stipulated by state or federal law shall be adhered to by the County and the Association until such time as those rights, privileges, powers, and authority are changed by state or federal law.

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## SECTION 2 EFFECT OF AGREEMENT

2.1. The provisions of this Agreement shall prevail over County policies, practices, procedures, and resolutions to the extent inconsistent herewith and over state law, to the extent permitted by state law.

2.2. Except as provided in Sections 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, but will not make any such adoptions, eliminations, or revisions that are inconsistent with the specific terms of this Agreement, unless necessary to conform to Federal or State law.

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### **SECTION 3 WAIVER OR BREACH OF AGREEMENT**

**3.1.** Waiver or breach of any provisions of this Agreement shall not constitute any future waiver or breach of this Agreement.

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## SECTION 4 EMBODIMENT

4.1. This Agreement sets forth the full and complete agreement between the County and the Association on all subjects contained herein, and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon.

4.2. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the County and the Association, except those embodied herein.

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## SECTION 5 SEVERABILITY

**5.1.** If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority, other than the County, which shall render invalid or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

**5.2.** In the event of such severance of a provision of this Agreement, the County and the Association shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

**5.3** The amendment or deletion by governmental authority, other than the County, of any provision of the Public Safety Officers Procedural Bill of Rights Act shall invoke the above provisions of this Section.

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## SECTION 6 WAIVER OF NEGOTIATIONS

**6.1.** Except as otherwise provided by Section 5, of this Agreement, the County and the Association, or its successors, expressly waive and relinquish the right, during the term of this Agreement, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code Section 3504, or its successors, whether or not any such subject is covered by this Agreement, and whether or not any such subject was negotiated, or was within the contemplation, or knowledge of, either the County, or the Association, during negotiations leading to this Agreement; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this Association, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of this Agreement, if the County and the Association mutually agree to negotiate any provision hereof.

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## SECTION 7 NONDISCRIMINATION

7.1. The provisions of this Agreement shall be applied, subject to state and/or federal law, without discrimination because of mental, physical or sensory handicap, age, sex, marital status, race, color, sexual orientation, national origin, creed, religion, political affiliation, or membership or non-membership in any employee organization.

7.2. The County and the Association shall share jointly the responsibility for application of this Section.

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

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## SECTION 8 COUNTY RIGHTS

8.1. Except to the extent expressly abridged by a provision of this Agreement, the County retains to itself solely, exclusively, and without limitation all rights, privileges, powers, and authority conferred upon the County by law. Such rights, privileges, powers, and authority shall include, but shall in no way be limited to, the following:

- A. The right to manage the County generally, and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce or discontinue any County service, operation or function.
- D. The right to determine, and/or change, the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment and technology of such services, operations and functions.
- E. The right to determine, and/or change, the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's work force.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted. Notwithstanding any other provision of this Agreement, any Agency/Department Head may require any employee to work any shift or shifts, day or days, week or weeks, or month or months as deemed appropriate by the Agency/Department Head regardless of the employee's scheduled days off or leave. An employee who has scheduled and has been approved for vacation leave, may not be called for duty during said period except because of an emergency or large-scale event.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements, and/or pacts.
- J. The right to contract, or subcontract, any services, operations, and functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just cause.



- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise, and retain employees.
- N. The right to determine, and/or, change class specifications and to classify, or reclassify, positions in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.
- O. The right to determine, and/or change, productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, and/or change, promulgate, and enforce rules and regulations relative to the safety and health of employees, and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out, or protect, any County service, operation, function, equipment, facility, or employee, or member of the public during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in direct conflict with a specific provision of this Agreement.
- V. The right to assign vehicles in order to enhance service response and not for the purpose of employee benefit. The County and the Association acknowledge that take-home vehicles are assigned at the discretion of the Sheriff, the District Attorney, and the Chief Probation Officer. Such assignments or reassignments are not subject to meeting and conferring.

8.2. The exercise of any right, privilege, power, or authority retained by the County in this Section shall in no way be subject to the grievance procedure established by Section 20 below.

**CALL-OFFS**

8.3 In addition to, and not as any limitation of, all other rights reserved to the County, the County may direct any employee to leave his/her worksite if there is insufficient work for said employee to do, with said employee not to receive compensation in the form of pay, or other benefits, for the time after which he/she has been directed to leave.

- A. Any Department Head or supervisor directing an employee to leave his/her worksite because of insufficient work shall attempt to equalize the impact over his/her available work force and not to concentrate the effect of this provision on any individual employee; provided, however, that nothing contained herein shall prevent a Department Head or supervisor, from directing a specific employee to leave his/her worksite for lack of work if only that employee lacks sufficient work.
- B. Any Sergeant directed to leave his/her worksite because of insufficient work may, by notifying the County Auditor, designate said time off as vacation leave, holiday leave, compensatory time off (CTO), to the extent said employee has accrued vacation leave, holiday leave, and/or compensatory time off (CTO) to make up a full work day.
- C. A Sergeant called off after reporting to work without first having received **Error! Bookmark not defined.** notice of being called off for that day as set forth in Section 24 shall receive a minimum of two (2) hours of pay for that day.

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## SECTION 9 EMPLOYEE RIGHTS

9.1. Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join, or participate in, the activities of employee organizations.

9.2. Nothing in this Agreement shall prohibit any employee from representing himself/herself individually, or from appearing on his/her own behalf in his/her employment relations with the County.

9.3. No employee shall be subjected to disciplinary action, or threatened with disciplinary action, because of his/her exercise of any rights guaranteed by this Agreement.

9.4. No employee shall be denied promotion, or threatened with denial of promotion, because of his/her lawful exercise of any rights guaranteed by this Agreement, or because of any reason other than merit.

9.5. No locker, or other space for storage provided to any employee by the County shall be searched, unless the search is conducted in accordance with a valid search warrant, or in the presence of the employee, or with written consent of the employee, or following written notice to the employee that such search will be conducted.

9.6. No employee shall be required, or requested, for purposes of assignment, or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of his/her family or household, unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his/her employment duty, or is necessary for the County to ascertain the desirability of assigning the employee to a specialized unit or particular employment duty in which there is a strong possibility that bribes or other improper inducements may be offered the employee.

No employee shall be required to submit to a polygraph examination against his/her will, and no employee refusing such examination shall suffer any disciplinary action, or discrimination therefore. There shall be no record maintained anywhere that an employee refused such examination, nor shall any testimony or evidence be utilized in any County disciplinary action, administrative, or judicial, against an employee to the effect that the employee refused a polygraph examination.

9.7. No employee shall be loaned, or temporarily reassigned, to a location or duty assignment if a County employee occupying a peace officer position would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

9.8. Nothing in this Agreement shall be construed to limit the use of any County employee in the fulfilling of a mutual aid agreement with another jurisdiction or agency, nor shall this Agreement be construed to limit any jurisdictional or interagency cooperation under

circumstances where such activity is deemed necessary or desirable by the jurisdictions or agencies involved.

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## **SECTION 10 POLITICAL ACTIVITIES**

**10.1.** The rules for political activities by County employees is set forth in the Amador County Policies & Procedures Manual and applicable state and federal law.

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## SECTION 11 RECOGNITION

**11.1.** The County hereby reaffirms its recognition of the Association as the representative of all employees in the Amador County Sheriff's Office Mid-Management Bargaining Unit (hereinafter referred to as the "SOMMU"), for Safety Personnel established by Resolution No. 89-307.

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

**11.3** All newly created positions assigned to the Sheriff's Office Mid-Management Unit for Safety Personnel shall be assigned to the Association's representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successor.

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## SECTION 12 ASSOCIATION RIGHTS

**12.1.** The County shall allow a reasonable number of representatives designated by the Unit, which shall not exceed three (3) except by mutual consent of the County and the Association, reasonable time off work, which shall not exceed thirty-six (36) hours multiplied by three (3) representatives, for a total of one hundred eight (108) hours, without loss of pay or benefits for formal negotiations. Such time off work shall be for formal negotiations with the County for purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment.

**12.2.** The Association shall notify the Human Resources Director, in writing, of the names of the representatives designated by the Association to negotiate with the County in accordance with Sections 12.1. and 27 of this Agreement. In the event of the replacement of a representative so designated, the Association shall notify the Human Resources Director, in writing, of the name of the newly designated representative prior to the time such representative is to commence meeting and negotiating with the County.

**12.3.** Upon appropriate written and revocable authorization by any employee, the County Auditor shall deduct from the pay of such employee and make appropriate remittance for Association membership dues, and for other plans or programs jointly approved by the Association and the County. Deductions for State Disability Insurance (SDI) premiums are expressly authorized in 25.13. and said authorizations are not revocable.

**12.4.** The Association agrees to indemnify and hold the County harmless for any loss or damages arising from the operation of this provision.

**12.5.** It is also agreed that neither any employee nor the Association shall have any claim against the County for any deduction made, or not made, unless a written claim of error is submitted to the County Auditor within thirty (30) calendar days after the date such deduction was, or should have been made.

**12.6.** The Association shall have the following additional rights:

- A. Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. Use, without charge, of County buildings at reasonable times for Association matters.
- C. With the exception of normal wear and tear, the Unit shall be responsible for any damage to County property caused by such use.
- D. Use, without charge, of reasonable space on any County bulletin boards.
- E. Use, without charge, of any County interoffice communications system, including E-Mail, for transmission of information concerning Unit matters, but not on County time, unless directed by management. Such use shall not extend

to the use of the U.S. Mail, or to the making of long distance telephone calls at County expense.

- F. Review, at reasonable times, of any public matter in the possession of the County.



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## SECTION 13 CONCERTED ACTIVITIES

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

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

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

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

**13.5.** The County agrees that it shall not lock out employees for the County during the term of this Agreement; provided, however, that lockout shall not be defined to include the dismissal, suspension, layoff, failure to recall from layoff, or failure to return to work, of employees of the County; and provided further that the County shall retain the right to close, suspend, or reduce any of its operations in order to provide for the safety of employees, property, or equipment of the County, or of the public.

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## SECTION 14 SAFETY CONDITIONS

**14.1.** The County and the Association agree that the need for safe working conditions shall be of importance.

**14.2.** The Association and the County agree to consult upon, and to cooperate in, effecting the Occupational Illness and Injury Prevention Program governed by the provisions of the Amador County Policies & Procedures Manual. As a part of this program, each department shall have a Department Safety Officer, designated by the Department Head, responsible for conducting on-the-job training and ensuring that each employee is able to complete each assigned task safely. The Association and the County agree further to cooperate in carrying out such job safety programs, practices, and procedures as may be promulgated by the County, or required by state law, rule, regulation or order.

**14.3.** With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County or by federal and/or state law, rule, regulation, or order. The County agrees to provide bulletproof vests for all employees required to wear vests, of a type within applicable industry standards, and within the applicable department head's spending authority.

**14.4.** Employees shall use the safety and health equipment provided by the County. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA) or American National Standards Institute (ANSI) safety requirements, and be approved in advance of its use by the management employee who is the Department Head for an employee requesting the use of alternate equipment. The employee shall be responsible for returning County-owned safety and health equipment to the issuing department upon termination, or upon request of any of the employee's supervisors, or the Risk Manager.

**14.5.** In the event of injury or illness arising out of his/her employment with the County, an employee incurring such injury or illness shall notify his/her immediate supervisor, or in their absence, another supervisor, of the injury or illness as soon as practicable and otherwise shall utilize the Injured Employee Protocol, as governed by the provisions of the Amador County Policies & Procedures Manual. The County Risk Manager will be notified by the affected employee's management.

**14.6** As soon as practicable, an employee shall notify his/her immediate supervisor, and the Department Safety Officer of any unsafe equipment or unsafe working condition. The supervisor or Agency designee shall investigate, or cause to be investigated, reports of unsafe equipment or unsafe working conditions. Upon conclusion of the investigation the employee(s) shall be notified of the findings. If the equipment or condition is deemed unsafe, the employee shall be notified of the corrective action to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the employee's department manager for further review. The agency department head shall render a decision and notify the employee. The County Safety Officer shall be notified of any substantial safety concerns outside of standard law enforcement operating conditions and of any findings of complaints elevated to the agency department head level.

14.7 No employee shall be required, and no employee shall be disciplined for refusing to work with unsafe equipment, or under an unsafe condition, if such equipment or condition is determined to be unsafe by an authorized representative of the State Division of Occupational Safety and Health, or his/her designee, or any person who has supervisory authority over the affected employee.

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

14.9 If, as a result of the development of a revised County Safety Program, it becomes necessary to modify provisions of this Agreement, the parties agree to reopen negotiations for the specific purpose of modifying this Agreement on this one subject.

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## SECTION 15 PROBATIONARY PERIOD

### REGULAR EMPLOYEES

15.1. A regular employee shall be required to serve a probationary period of twelve (12) months from the date of his/her employment or promotion. Upon successful completion of his/her probationary period, such employee shall be granted permanent status using the procedure set forth in Section 16. A period of suspension pursuant to Section 19.8. shall not be counted in calculating the probationary period of twelve (12) months from the date of his/her employment, or promotion.

15.2. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A promoted probationary employee returned to his/her previous position shall be placed at the same range and step held prior to being promoted. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period, but may be terminated for just and sufficient cause as set forth in Section 19.

### EXTRA-HELP EMPLOYEES

15.3. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

### LIMITED TERM EMPLOYEES

15.4 A person may be hired with his/her consent to be a limited term employee. During said employment the limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. The limited term employment shall be used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall not have bumping rights and shall have no right to grieve or appeal the layoff decision.

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## SECTION 16 PERFORMANCE APPRAISALS

**16.1.** The County shall endeavor to provide appraisals during the first eleven (11) months of the employee's probationary period in accordance with Department practices; provided, however, that said appraisals shall be prepared for use by management and shall not be deemed a right of the employee serving probation. Appraisals shall be accomplished pursuant to Sheriff's Office Policy and procedures (or District Attorney's or Probation Department's Policies and procedures, as applicable, for the employees of the respective offices).

**16.2.** Every probationary employee shall receive appraisals during the first eleven (11) months of his/her probationary period in accordance with Department practices; provided, however, that said appraisals shall be prepared for use by management and shall not be deemed a right of the employee serving probation. Appraisals shall be accomplished pursuant to the Performance Appraisal Policy, as governed by the provisions of the Amador County Policies & Procedures Manual.

**16.3.** If the probationary employee successfully completes the probationary period the agency shall request from the Human Resources Director, a report of appointment approving the probationary employee's change of status from probationary to permanent. If the probationary employee fails to complete successfully the employee's initial probationary period, he/she shall be terminated. If the probationary employee fails to complete successfully the employee's promotional probationary period, he/she shall be returned to his/her prior position unless the employee has not concluded the initial twelve (12) month probationary period or the employee's County employment is terminated for just cause.

**16.4.** Any appraisal shall be reviewed with the employee by the appraiser during the employee's working hours without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file, or other County Record, until the appraisal has been reviewed with the appraised employee. Both the appraiser and the appraised employee shall affix to the appraisal their signatures and date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser.

**16.5.** The appraiser shall provide for retention by such employee a true and complete copy of the appraisal, and both the appraiser and the appraised employee shall affix to such copy their signatures and date of review.

**16.6.** Appraisals shall not be subject to the grievance procedure. However, any employee who wishes to respond to his/her appraisal may, during the employee's working hours and within thirty (30) days of his/her review of the appraisal with the appraiser, make a written response, and the response shall be appended to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response.

**16.7.** The appraiser shall provide for retention by such employee a true and complete copy of such written response, and both the appraiser and the appraised employee shall affix to such copy their signatures and the date upon which the appraiser receives such written response.

**16.8** All appraisers shall use the official form provided by the County, Sheriff's Office, District Attorney's Office, or Probation Department, whichever applies. This form shall be made available from, and distributed by, the Sheriff's Office, Probation Department, or District Attorney's Office, whichever applies.

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## SECTION 17 PERSONNEL FILES

17.1. No material adverse to an employee shall be placed in such employee's personnel file until the material has been read by the employee.

17.2. The employee shall affix his/her signature and date of reading to a statement which indicates that he/she has read the adverse material, and that statement, signature, and date shall be retained as an attachment to, or part of, the adverse material.

17.3. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which was obtained prior to his/her employment, or which was obtained in connection with a qualifying or promotional examination.

17.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.

17.5. Any employee shall have the right to attach to any material in his/her personnel file which is made available for his/her inspection in accordance with this Section, a written response thereto.

17.6. Such attachment shall be made at a time when the employee is not required to be on duty and shall be made within thirty (30) days of the earliest of the following dates: the date on which the employee first read, inspected, or copied the material to which the employee wishes to make the attachment.

17.7. At the time of such attachment to his/her personnel file(s), the employee and the person(s) causing the entry into the employee's personnel file(s) of the material to which such attachment is made shall affix to such attachment their signatures and the date of attachment.

17.8. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Human Resources Director, authorized Sheriff's Office representative, Probation Department representative, or District Attorney's Office representative, whichever applies, shall sign and date such attachment in his/her/their stead.

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## SECTION 18 SENIORITY/LAYOFFS/RECALL

18.1. Seniority shall be determined as follows and shall be utilized by employees only for purposes of layoff, recall, or re-employment in accordance with the provisions of this Section.

### SENIORITY

18.2. Regular full-time employees shall receive one (1) month of seniority credit for each full calendar month of service within the class.

18.3. Regular part-time employees shall receive one (1) calendar month of credit for each full two (2) calendar months of service in the class.

18.4. Extra-help employees do not accrue seniority.

18.5. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff of one year or less, shall constitute a break in service. A break in service shall result in loss of all previously accrued seniority.

18.6. Seniority shall be reduced for:

- A. Accumulated suspension time of more than ten (10) working days; and
- B. Any leave of absence without pay for more than thirty (30) calendar days. Such reductions in seniority shall be in full-month increments for a minimum of one (1) month and rounded to the next higher month for any partial months.

18.7. An employee may accumulate class seniority when bumping to a lower class in which they have attained permanent status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

### LAYOFFS

18.8. A layoff for purposes of this Section is defined as a reduction in the regular workforce expected to last more than thirty (30) calendar days.

18.9. Covered employees in this Unit who are laid off, or fail to successfully complete promotional probation, shall have the right to bump the employee with the least seniority in the next highest class below the class from which the employee is being laid off, or from which he or she is on promotional probation, and for which the bumping employee is qualified, including a class within the Deputy Sheriff's Association.

18.10. The County will give notice of anticipated layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

18.11. Employees shall be laid off in the following order:

- A. Extra-help employees;



- B. Limited duration employees;
- C. Probationary employees; and
- D. Regular employees.

**18.12.** Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department, and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

**18.13.** Layoffs shall occur within the department where the position or positions are deleted.

**18.14.** In the event of ties in seniority, the Department Head shall determine the order of layoff. The decision is to be based upon the most recent performance appraisal.

#### BUMPING RIGHTS

**18.15.** Bumping rights are within the regularly-assigned department only.

**18.16.** Extra-help employees do not have bumping, recall, or re-employment rights.

**18.17.** Regular employees subject to layoff may bump to a lower class in which they held permanent status (passed probation) within their regularly assigned department, if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position.

**18.18.** A regular full-time employee may always bump a part-time employee, or vice-versa, if they have greater seniority.

#### RECALL RIGHTS

**18.19.** Regular employees laid off shall be placed on a recall list in order of their seniority so that the employee with the greatest class seniority is recalled first. An employee that has accepted appointment to a lower level class as a result of bumping, shall be offered a position in the department in the higher level class prior to an employee that has accepted layoff, regardless of the seniority status of the two employees.

**18.20.** Recall rights are for a period of one year following layoff.

**18.21.** Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of one (1) year. Such offers will be on the basis of accumulated class seniority.

**18.22.** Upon request, employees who have been laid off will receive priority consideration for vacancies in any department for the class they occupied, or any class in which they held permanent status, and continue to meet class qualifications, for a period of one (1) year. Priority consideration will consist of interviewing the employee prior to considering any other candidates for the position.

**18.23.** The right of recall shall not accrue beyond the date on which the employee declines, or fails to respond to, an offer of recall from layoff, or one (1) year from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall lists.

**RECALL FROM LAYOFF**

**18.24.** An employee recalled from layoff shall be granted restoration of all sick leave available to such employee as of the date of layoff. The period of his/her layoff shall not be considered a break in service for such employee.

**18.25.** An employee re-employed within one (1) year following expiration of his/her right of recall from layoff in the regularly assigned class from which he/she was laid off shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the length of time intervening between the date of expiration of his/her right of recall from layoff and the date on his/her re-employment.

**18.26.** An employee re-employed either prior to, or within one (1) year following expiration of his/her right of recall from layoff in a class other than the regularly assigned class from which he/she was laid off, shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff, or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the rate at which such employee shall earn and accrue vacation leave, and for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of Section 25 below.

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## SECTION 19 DISCIPLINARY ACTIONS

### JUST AND SUFFICIENT CAUSE

19.1. Just and sufficient cause for County disciplinary action taken against a probationary, temporary, or extra help employee shall consist of any lawful reason.

19.2. Just cause for County disciplinary action taken against permanent full-time or part-time employees shall consist of any of the reasons as set forth herein. The limitation periods set forth in the Public Safety Officers Procedural Bill of Rights Act, Government Code Section 3300 et seq. (The "Act" hereinafter) shall apply to the discipline of sworn personnel.

- A. Appraisal of an employee's performance containing a proposal of disciplinary action based upon such appraisal.
- B. Evident unfitness or unsuitability for service.
- C. Incompetence.
- D. Inefficiency.
- E. Inexcusable neglect of duty.
- F. Violation of any concerted activities provision.
- G. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
- H. Insubordination or willful disobedience.
- I. Refusal, or knowing failure, to perform work in accordance with County or state job safety requirements.
- J. Fraud in securing any employment with the County.
- K. Sexual harassment in, or affecting, the work environment.
- L. Engaging in any employment, activity, or enterprise which is clearly incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
- M. Improper political activity.
- N. Dishonesty.
- O. Misuse, malicious damage, or theft of County property.
- P. Conviction of any felony.

- Q. Conviction of any misdemeanor committed while on duty, or any misdemeanor involving moral turpitude.
- R. Discourteous treatment toward another employee, or toward a member of the public, while on duty, or off duty if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- S. Unlawful use of, or being under the influence of, any controlled substance, as defined by California Health and Safety Code Section 11007, or its successors, while on duty.
- T. Use of, or being under the influence of, alcohol while on duty.
- U. Breach of confidentiality as covered in departmental and County-wide policy, as governed by the provisions of the Amador County Policies & Procedures Manual.
- V. Engaging in inappropriate discriminatory activity against one or more persons protected under state or federal law as described in Section 7 of this Agreement.
- W. Inability, or incapacity, to perform assigned job duties.
- X. Any breach of a professional, County, Probation Office, District Attorney's Office, or Sheriff's Office standard, policy, or rule or a negligent act or omission which results in injury or damage to property or to another person or employee.
- Y. Other behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the County, or to the employee's Agency/Department.

#### PROCEDURES

**19.3.** The Agency/Department head, or his/her designee, may initiate disciplinary action (the "Initiator").

**19.4.** Except as provided by Section 7 herein, there shall be no right of appeal from any disciplinary action, except by a permanent full-time or part-time employee.

#### DISCIPLINARY PROCESS

**19.5.** The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purpose of providing both a corrective warning and a penalty to an employee whom the County intends to retain as an employee after the discipline. The County may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the County believes dismissal to be the appropriate discipline because of the employee's conduct.

**19.6.** The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct violations of applicable

County, District Attorney's Office, Probation Department, or Sheriff's Office policies. The disciplinary process outlined herein has been established to provide general guidelines for a fair method of disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn employees will be afforded certain procedural rights, which are specified in the Act. Performance appraisals and constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in the Act.

**19.7.** Discipline may be initiated for various reasons, including, but not limited to, violations of applicable County, Probation Department, District Attorney's Office or Sheriff's Office policies, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from a written reprimand to immediate dismissal.

**19.8.** Disciplinary actions shall consist of a written reprimand, reduction in pay, suspension, demotion, or dismissal ("action"), and shall begin with notice to the employee. Any notice to an employee of a proposed action shall be in writing. Such notice shall contain the following information:

- A. The name, work address, and telephone number of the initiator.
- B. The nature of the proposed action.
- C. A statement of the reason for the proposed action.
- D. A true and complete copy of any supporting written documentation, including tape recordings upon which the proposed action is based.
- E. The date upon which such proposed action is to become effective.
- F. A statement of the employee's right to be accompanied by a representative of the employee's choice during the Skelly process meeting.
- G. A statement of the employee's right after the effective date of the action to an evidentiary hearing before an arbitrator from the American Arbitration Association as set forth below and to be represented during such hearing.

**19.9.** Service of the above notice on the affected employee shall be made either in person, or by certified mail addressed to the employee's last known mailing address.

**19.10.** If the affected employee cannot be served in person, nor by certified mail addressed to the employee's last known mailing address, or if for any reason the affected employee refuses, or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

**19.11.** Service of a true and complete copy of the above notice, including all accompanying documentation (which includes audio/video and digital media recordings), shall also be made upon an Association President, with the concurrence of the subject employee, and upon the

County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

**19.12.** Written reprimands remain in the employee's personnel file for three (3) years, after which time, if the employee has not had any other disciplinary actions against him/her during the three (3) year period, the written reprimand would be removed from the employee's personnel file but would continue to be citable by the employer, at the employer's discretion, as a prior disciplinary action against the employee for purposes of progressive discipline pursuant to the MOU. Further, if the employee does incur any subsequent disciplinary action(s) against him/her during the three (3) year period immediately following a written reprimand, the written reprimand would remain in the employee's personnel file unless and until the employee has had three (3) consecutive subsequent years from the date that the latest (i.e., most recent) disciplinary action was taken, without another disciplinary action being taken against him/her. In other words, in order for any disciplinary action(s) to be removed from the employee's personnel file, there must be three (3) consecutive subsequent years with no disciplinary action(s) being taken.

#### **SKELLY PROCESS**

**19.12.** The employee shall be provided notice of the proposed discipline as noted in this Section. Within seven (7) calendar days of the notice of the proposed discipline, the employee, or his/her representative, may file a request for a Skelly meeting with his/her Agency/Department Head, or his/her designee.

**19.13.** The Agency/Department Head, or his/her designee, shall schedule a Skelly process meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for the meeting.

**19.14.** The County shall record such meeting, and shall make a copy of such recording available to the employee upon request within one (1) week from the close of such meeting.

**19.15.** The failure of an employee to timely request, or to appear for such meeting, shall constitute a waiver of the employee's right to such meeting and subsequent appeal rights.

**19.16.** The Agency/Department head, or his/her designee, shall conduct the meeting and shall render a decision, upholding, modifying, or overturning the proposed action.

**19.17.** After the decision rendered by the Agency/Department Head, or his/her designee, the discipline shall be imposed.

#### **APPEAL PROCESS**

**19.18.** Any appeal shall be in writing and shall set forth clearly the factual and legal basis for the appeal.

**19.19.** If the employee is dissatisfied with the action taken after the Skelly process, he or she may appeal the decision to arbitration within ten (10) working days of being given notice of the decision by filing a written request with the Director of Human Resources with a copy to the

Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to arbitration.

**19.20.** Upon written receipt of the appeal to arbitration the Director of Human Resources and the employee/Association shall select an arbitrator within ten (10) working days of receipt of the appeal. If the parties are unable to select an arbitrator, the parties may submit the appeal to the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules or the parties may request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. If an arbitrator is chosen by the American Arbitration Association, it is without input from the parties. If the parties use a list from SMCS, the parties will subsequently strike names until an arbitrator is selected. The parties further agree to accept the Arbitrator's award as final and binding on them.

**19.21.** The County shall make available for testimony, in connection with this procedure, any County employee whose appearance is requested by the employee, or his/her representative, or by the County.

**19.22.** An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The costs of such an employee witness shall be borne by the County provided the Association submits to the County a list of all such witnesses at least seven (7) days before the scheduled hearing date, and the number of such witnesses is reasonable. Under no circumstance shall the County bear the costs of employee witnesses required to appear in any judicial proceeding unless subpoenaed by, and on behalf of, the County.

#### COSTS

**19.23** The Arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties will split equally the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.

#### ADMINISTRATIVE LEAVE

**19.24** Administrative leave should be used only in the most extreme situations where the employee's presence on the job may create a safety problem or be a major detriment to the completion of work. Prior to placing an employee on administrative leave, the alternative of temporary reassignment of the employee should be considered. Since the leave is with pay, the investigation and subsequent service of notice, if applicable, must be completed in a timely manner. Administrative leave is only granted with the approval of the Agency/Department Head, or his/her designee.

**19.25** The notice of administrative leave shall state the reasons for placing the employee on administrative leave.

**19.26** During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee, but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

**19.27** If no disciplinary action, or other charge, follows the placement on administrative leave,



all notices and other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

**19.28** No employee shall be placed on administrative leave for longer than fifteen (15) calendar days; provided, however, that an Initiator may request that the employer's Chief Administrative Officer (County Administrative Officer, Probation Chief, District Attorney, or Sheriff, whichever applies) to extend the employee's administrative leave for a maximum of thirty (30) consecutive calendar-days. The applicable Chief Administrative Officer may, upon good cause shown, with written notice to the employee and the Human Resources Director, grant said extension. If the Initiator desires an extension of the administrative leave beyond a total of forty-five (45) consecutive calendar days, he/she must obtain approval of the extension of time from the Board of Supervisors.

**19.29** The Act shall apply to all sworn personnel, as referenced in Government Code Section 3300, *et seq.*

#### INTERNAL AFFAIRS INVESTIGATIONS

**19.30** Whenever any employee is under investigation, and is subject to questioning which could lead to County disciplinary action adverse to the employee, such questioning shall be conducted in accordance with the following requirements.

**19.31** The questioning shall be conducted preferably during the time the employee is on duty or, failing that, during the employee's normal working hours, unless the seriousness of the investigation requires otherwise. Any time spent by an employee in such questioning shall, for the purposes of compensation, be considered time spent in the performance of his/her regular employment duties. No employee shall be disciplined, or discriminated against, for work not performed during such questioning.

**19.32** An employee under investigation shall be informed, in writing, prior to questioning, of the name and employment position of the person in charge of the questioning, the name and employment position of the interviewer, and the name and employment position of any persons to be present on behalf of the County during the questioning.

**19.33** Any employee under investigation shall be informed, in writing, of the nature of the investigation, prior to questioning of the employee.

**19.34** All questions directed to an employee under questioning shall be asked by, and through, no more than two (2) interviewers at one time.

**19.35** The interview shall be for a reasonable length of time, taking into consideration the gravity and complexity of the issue giving rise to the questioning.

**19.36** An employee under questioning shall be permitted to attend to his/her own physical necessities.

**19.37** An employee under questioning shall not be subjected to offensive language, or threatened with disciplinary action, except that an employee who refuses, or willfully fails, to respond to any questions, or to submit to questioning, shall be informed that refusal, or willful



failure, to answer any questions directly related to the investigation or questioning, may result in disciplinary action. No promise of reward shall be made as an inducement to answer any question.

**19.38** The complete questioning of an employee may be recorded by the County, but the employee under questioning shall have access to the recording if any further proceedings are contemplated by the County, or prior to any further questioning at a subsequent time. An employee under questioning shall have the right to record with his/her own recording device any and all aspects of the questioning.

**19.39** Within a reasonable period of time following his/her questioning, an employee shall be entitled to a transcribed copy of any notes made by a stenographer during the questioning and to any notes, reports, or complaints germane to the investigation or questioning, except those notes, reports, or complaints which are deemed by the investigating agency to be confidential. No notes, reports, or complaints which are deemed to be confidential shall be entered in the employee's personnel file.

**19.40** If, prior to, or during the questioning of an employee, it is deemed that the employee may be charged with a criminal offense, no further questioning shall ensue until the employee has been informed of his/her constitutional rights.

**19.41** An employee who is subject to questioning shall at all times during such questioning have the right to have present a representative of his/her own choosing. The representative shall not be a person subject to the same investigation and shall not be required to disclose, nor be subject to, any disciplinary action, or discrimination, for refusing to disclose any information received from the employee who is subject to investigation for non-criminal matters.

**19.42** The County shall not cause an employee under questioning to be subject to visits by the press or news media without the express written consent of the employee, nor shall the home address, telephone number, or photograph of the employee be given to the press or news media without the express written consent of the employee.

**19.43** Nothing in Section 19 of this Agreement as it relates to Internal Affairs Investigations shall be construed to apply to the questioning of any employee in the normal course of duty, counseling, instruction, or informal verbal admonishment, warning, or reprimand by, or other routine, or unplanned contact with a supervisor, or any other employee, nor shall anything in Section 19 of this Agreement as it relates to Internal Affairs Investigations apply to any investigation concerned solely and directly with alleged criminal activity.

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## SECTION 20 GRIEVANCES

**20.1.** Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance.

**20.2.** Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Agreement, alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.
- D. The remedy for such alleged adverse effect sought by the grievant.

**20.3.** When the grievant is an employee, failure by the County to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievant is satisfied with the resolution, if any, of the grievance, that the grievance is terminated, and that the grievant waives any right to further appeal of the grievance. However, nothing in this Section shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement.

**20.4.** A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

**20.5.** The County shall allow an employee and/or his/her Association representative reasonable time off work without loss of pay, or benefits, in order to process a grievance during normal working hours. "Processing" as used herein does not include investigation or preparation of the written grievance.

**20.6.** In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one joint hearing on all the grievances.

### STEP 1. COUNTY/EMPLOYEE/ASSOCIATION

**20.7.** Within fifteen (15) calendar days of when the grievant could reasonably have known of the event, or condition, which forms the basis of the grievance, the grievance shall be presented, in writing, to the County official who has supervisory or managerial authority over the grievant.

**20.8.** Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

**20.9.** Within five (5) working days of such a meeting when the grievant is an employee, the County supervisory or management official shall serve written notice of the decision to the grievant.

**20.10.** If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing within seven (7) calendar days of receipt of the written decision at Step 1, or within seven (7) calendar days after the decision deadline at Step 1 has elapsed.

**STEP 2. AGENCY/DEPARTMENT HEAD**

**20.11.** Any appeal from a Step 1 decision on a grievance shall be in writing. The Department Head, or his designated representative, shall meet with the employee in an attempt to resolve the grievance within five (5) working days of the receipt of the grievance. The Department Head shall render a written decision on the matter within five (5) working days of the meeting.

**STEP 3. EVIDENTIARY HEARING**

**20.12.** The grievant may appeal the decision at Step 2 to the Board of Supervisors for a binding decision within five (5) working days of receiving the decision from Step 2, by filing a written appeal with the Board of Supervisors. The employee shall simultaneously provide a copy of the appeal to his or her Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to the Board of Supervisors.

**20.13.** The hearing on grievances shall be conducted and decided by the Board of Supervisors using the same procedure as hearings on disciplinary actions as set forth in Sections 19.18, 19.21, and 19.22.

**20.14.** The costs of hearings before the Board of Supervisors, excluding the other party's costs incurred to present its case, shall be paid by the losing party. If the grievance is withdrawn by the grievant prior to the hearing, and costs are incurred as a result, the parties shall divide evenly the costs of the hearing, unless the compromise disposes of the costs thereof differently. If the hearing proceeds to a determination by the Board of Supervisors, either party or the parties jointly may request a finding by the Board of Supervisors as to which is the losing party. If the Board of Supervisors does not determine the losing party, the parties shall divide the costs of the hearing.

**20.15** When through a showing of good cause that the Board of Supervisors cannot be an impartial decision maker in any specific matter brought before it pursuant to this Section the parties shall not use the Board of Supervisors to hear and decide the matter but shall instead employ an independent arbitrator as a decision maker using the procedure established in the MOU for the General Unit.

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## SECTION 21 SICK LEAVE AND LEAVES OF ABSENCE

### SICK LEAVE – ELIGIBILITY

**21.1.** Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of ninety-six (96) hours per year.

- A. Sick leave may be taken when the employee is sick or injured and unable to perform his/her duties substantially like normal or would endanger other employees or the public.
- B. No more than six (6) days of a regular employee's available sick leave annually may be taken for reasons of illness, or injury, of a member of the employee's immediate family.
- C. Such other reasons as may be approved by the Department Head.

**21.2.** Except as otherwise required by law, sick leave accrued by an employee shall not be available to the employee until after completion of six (6) continuous months of employment with the County.

**21.3.** The County may require from an employee a written release from a licensed health care practitioner for the employee's return to duty and verification of illness or injury after any absence over six working days due to illness or injury. The County may also require a fit-for-duty examination from a health care practitioner, chosen and paid for by the County. If a fit-for-duty examination is required, it must be performed prior to the employee returning to work. The County will reimburse the employee for expenses according to the County travel policy. In any case, an employee absent due to an alleged occupational injury or illness shall provide to the County a written release from a licensed health care practitioner for the employee's return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

**21.4.** Upon completion of any waiting period during which no benefits are payable from State Disability Insurance (SDI), or from workers' compensation temporary disability indemnity, an employee shall receive for the period of absence due to injury or illness following any such required waiting period, that fraction of his/her unused sick leave necessary to make up any difference in wages between the State Disability Insurance (SDI) benefits or temporary disability indemnity, and the pay the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of illness or injury following any such required waiting period. An employee paid in accordance with this formula shall utilize his/her available sick leave in fractional amounts until his/her available sick leave is exhausted. An employee on worker's compensation or State Disability Insurance (SDI) shall have the option of using his/her accrued vacation leave.

An employee shall not accrue sick leave or any other leave described in this section while receiving non-work related disability benefits. The County may request verification of use of

sick leave for self or immediate family. The employee shall be notified in advance if verification is required.

#### UNUSED SICK LEAVE

**21.5** No employee shall be eligible for any payment for unused sick leave, except as provided in Section 21.6. Employees shall receive credit for unused sick leave toward retirement benefits as provided in Public Employees Retirement System (PERS), Section 20862.8.

**21.6** When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of hours of accrued sick leave upon retirement only.

#### BEREAVEMENT LEAVE

**21.7** A regular employee shall be granted up to three (3) days of paid bereavement leave on account of the death of any member of his/her extended family. Employees may extend bereavement leave by using an additional two (2) days of paid sick leave days.

**21.8** The County may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her immediate family.

#### JURY DUTY OR TESTIMONY ON BEHALF OF COUNTY

**21.9** Any regular employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the County of Amador, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the County.

#### EXAMINATIONS OR INTERVIEWS

**21.10** Employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

**21.11** The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the County.

#### MILITARY LEAVE

**21.12** An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

**21.13** The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the County.

**21.14** Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves in accordance with the provisions of State and Federal Military and Veterans Codes.

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

#### CATASTROPHIC LEAVE

**21.16** A catastrophic leave bank shall be established, but only when an employee who qualifies to use it requests it; the leave bank is not continually in existence. When an employee needs, and requests, donations, vacation leave and/or sick leave only may be donated into the bank. The County Human Resources Director shall act as a “banker”, supervising the donations and the acceptance of the donated leave. An employee will have to use all of the vacation, sick and compensatory time off (CTO), and holiday leave accrued to him/her before using any donated catastrophic leave.

#### FAMILY & MEDICAL LEAVE

**21.17** The County shall comply with federal and state law regarding family leave, as governed in the Amador County Policies & Procedures Manual.

#### MANAGEMENT LEAVE

**21.18** Mid-Management Classifications shall earn and accrue Management Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule, they shall earn and accrue paid Management Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:

A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate. Accrual of Management/Administrative leave shall cease when the maximum amount of Management/Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee’s accrued Management/Administrative leave is below the maximum allowed accrual. An employee shall not be eligible to utilize his/her Management/Administrative Leave until after completion of six (6) continuous months of employment with the County.

B. Part-time employees will have the leave pro-rated based on the numbers of hours worked.

C. If an eligible employee separates from County employment, said employee will not be paid in cash for any unused professional Management/Administrative leave. However, if an eligible employee moves to another County employment classification, which has no professional leave, said employee will be paid off in cash.

#### OTHER LEAVES

**21.19** In addition to those leaves of absence above, a leave of absence with, or without pay, may be granted by the Board of Supervisors for any period of time and upon any terms acceptable to it and the employee. No medical leave of absence pursuant hereto shall be granted unless required by a physician.

**21.20** An employee's pay for a period of absence under any provisions of this Section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

**21.21** No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease immediately for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as provided below, unless continuation of such benefit accrual is required in accordance with the provisions of the Sections herein as they relate to Military Leave. The County will cease the County contribution toward Health and Welfare benefits (health, dental, vision, and life insurances) after thirty (30) calendar days after the approved paid leave is exhausted. The employee shall be responsible for the employee's share of the benefits until the County's share of benefits terminates. At such time the employee shall be responsible for the full cost of the benefits in accordance with COBRA regulations.

**21.22** The County may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the County by its employees or during any bona fide emergency for which the County deems it necessary to have its employees work.

#### UNAUTHORIZED ABSENCE

**21.23** Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the last date on which the employee worked. Any employee's failure to return to County service within five (5) working days of the expiration of his/her leave of absence authorized in accordance with the provisions of this Agreement, or to secure from the County extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.



**21.24** Reinstatement of an employee to his/her employment with the County following his/her automatic voluntary resignation may be granted by the Board of Supervisors through the County Administrative Officer upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation and/or supporting evidence satisfactory to the Board of Supervisors as to the sufficiency of the causes for his/her unauthorized absence, or for his/her failure to return to County service upon expiration of his/her leave of absence, or to secure from the County extension of his/her leave of absence, reinstatement shall be denied.



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## SECTION 22 HOLIDAY LEAVE

### ELIGIBILITY

22.1. Covered employees shall be granted paid holiday leave in accordance with Section 22.5 for the following holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday.....	Third Monday in January
President's Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veteran's Day.....	November 11
Thanksgiving.....	4 <sup>th</sup> Thursday in November
Friday following Thanksgiving Day.....	4 <sup>th</sup> Friday in November
Christmas Eve.....	December 24
Christmas Day.....	December 25

### SATURDAY OR SUNDAY

22.2. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday which is not a holiday shall be deemed the holiday.

### COMPENSATION

22.3. Full-time employees assigned to a ten (10) hour four day workweek shall accrue (10) hours holiday leave for each holiday. Full time employees assigned an eight (8) hour five day week shall accrue (8) hours holiday leave for each holiday. Regular part-time employees shall earn paid holiday leave at the rate of ten (10) hours holiday leave for employees assigned a ten hour day and eight (8) hours holiday leave for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which hours of service shall be performed prior to a holiday as designated herein in order for such employee to establish eligibility for holiday leave for such holiday.

22.4 Holiday leave shall not be earned by extra-help employees.

22.5 A regular employee holding any position not exempt from the overtime provisions of the Fair Labor Standards Act is required, or permitted, to work on a holiday for which he/she is eligible for paid holiday leave shall be granted compensation at a rate equal to two (2) times the employee's straight-time rate of pay for hours worked on a holiday. A non-exempt employee assigned to a ten hour/four day work week shall receive holiday pay, or accrued holiday leave, for ten (10) hours of holiday pay for each holiday. A non-exempt employee assigned to an eight hour/five day work week shall receive holiday pay, or accrued holiday leave, for eight (8) hours of holiday pay for each holiday. Exempt employees shall be paid at the employee's regular rate

of pay for each holiday observed. An eligible FLSA non-exempt employee shall be in paid status on his/her regular working day immediately preceding, or succeeding a holiday, in order to be paid for the holiday.

**22.6** When a holiday falls on a regular day off for an employee assigned to a 4/10 work schedule said employee shall be credited with ten (10) hours of holiday leave. When a holiday falls on a regular day off for an employee assigned to a 5/8 work schedule said employee shall be credited with eight (8) hours of holiday leave. Any unused time in the holiday bank shall be paid off in cash after the end of each calendar year.

**22.7** An eligible employee failing to utilize his/her holiday leave in accordance with the above provision within the calendar year in which such leave was earned, shall be paid at straight time in lieu of such holiday leave, which leave shall be deducted from his/her leave.

**22.8** The County may, at its discretion, deny to any employee holiday leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

**22.9** Except as provided by Section 22.5 above, a Sergeant's pay for any paid holiday shall in no event exceed the straight-time rate of pay which the employee would have received if he/she worked his/her regular hours in his/her most regularly assigned class; i.e., not in any temporarily assigned higher class, on the paid holiday.

**22.10** An employee shall not accrue holiday leave while receiving non-work related disability benefits.

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## SECTION 23 VACATION LEAVE

### ELIGIBILITY

**23.1.** Regular full-time and regular part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions.

- A. For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of 3.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of eighty-eight (88) hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every seventy-two (72) hours worked up to a maximum of one hundred twenty-eight (128) hours per year.
- B. For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every seventy-two (72) hours worked up to a maximum of one hundred twenty-eight (128) hours per year.
- C. For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of one hundred sixty-eight (168) hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of one hundred sixty-eight (168) hours per year.

**23.2.** Vacation leave shall not be earned by or granted to extra-help employees, or for standby or overtime service.

**23.3.** An employee shall not be eligible to utilize his/her accrued vacation leave until after completion of six (6) continuous months of employment with the County.

**23.4.** An employee who separates from County employment shall be entitled to payment in lieu of accrued vacation leave which has not been taken prior to separation from employment.

**23.5.** Vacation leave shall be granted, and shall be utilized, no later than the calendar year following the calendar year in which the employee earned and accrued such leave; provided, however, that every employee shall take a minimum of five (5) consecutive days of vacation leave in every calendar year (or four (4) days if the employee is assigned to a four-day-ten-hour shift).

**23.6.** An employee shall not accrue vacation leave while receiving non-work related disability benefits.

**23.7.** An employee failing to utilize timely his/her accrued vacation leave as set forth in Section 23.6 shall cause the employee not to accrue further vacation leave until the unused vacation leave has been utilized. The County shall make time available for said vacation leave. At any time after an employee reaches two (2) months of the maximum accrual of vacation

leave and has no vacation leave scheduled he/she may be directed by his/her Agency/Department Head to take all or any part of his/her vacation whenever the Agency/Department Head elects.

**23.8.** Except in cases of bona fide emergency, vacation leave shall be requested by an employee wishing to utilize such leave at least fifteen (15) days in advance of the day upon which such leave is to commence. Vacation leave shall be scheduled by the employee's Department Head, or his/her designee, at times requested by the employee insofar as possible within the County's work requirements.

**23.9** The County may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

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## SECTION 24 HOURS OF WORK

### WORKDAY

24.1. The workday for full-time employees shall be between eight (8) hours and twelve (12) hours (as determined by the Sheriff, the District Attorney, and/or the Chief Probation Officer or their respective designees). Sergeants who supervise non-Unit employees may be assigned comparable shifts and are expected to work at the direction of Sheriff or Sheriff's designee. The Chief District Attorney Investigator may be assigned any shift and is expected to work at the direction of the District Attorney or his or her designee. The Deputy Chief Probation Officer may be assigned any shift and is expected to work at the direction of the Probation Chief.

24.2. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of Section 24.9.

### WORKWEEK

24.3. The workweek for full-time employees shall be five (5) workdays, or four (4) workdays (as determined by the employee's department head within a calendar week for a total of forty (40) hours). The department head may, in their discretion, approve and implement other full-time weeks for Sheriff's Office employees, subject to the requirements of applicable law and consistent with the workday provisions in section 24.1.

24.4. The workweek for part-time employees shall be five (5), or fewer, workdays within a calendar week, for a total of fewer than forty (40) hours.

24.5. The workweek for any employee may be extended at the discretion of the County in accordance with the provisions of Sections 24.9.

24.6. No part-time or extra-help employee shall have a right to work any fixed number of hours in any week or in any month; the number of hours that a part-time or extra-help employee works shall be determined on a periodic as-needed basis by the employee's Department Head.

### MEAL/BREAK PERIODS

24.7. Every employee shall be granted compensated meal/break time at the rate of fifteen (15) minutes for each four (4) hours of continuous work or major fraction thereof. Compensated meal/break time shall be included and taken within the employee's regular shift. The allocated time may be used in one block, or in smaller time blocks, with the consent of the employee's supervisor. No other break or rest periods are granted or recognized during the regular shift. In such cases where the employee is unable to take the meal/break period, due to the work load, no special compensation (including overtime pay) may be granted.

24.8. Rest time shall be taken at such times and at such places as shall be determined by the County.

### CALL-IN/STANDBY/OVERTIME

**24.9.** Non-exempt employees required by the County to work in addition to his/her workday anytime which is not continuous with his/her workday shall, for each instance of the performance of such work, be considered to have performed at least three (3) hours of overtime work in accordance with the provisions listed below. For purposes of Section 25.23., this provision is hereby waived. An employee called out to work which work is continuous to his/her workday, whether called out from standby or not, shall not be entitled to call-in pay but shall be entitled to overtime pay for his/her time worked in addition to his/her regular workday. Telephone calls to an employee on standby shall not be compensated. Telephone calls to an employee not on standby shall be compensated at fifteen (15) minutes of overtime for the total of all such calls during one twenty four hour period; provided however, that if the actual time of all said calls during one such period exceeds fifteen (15) minutes the employee shall be compensated at the overtime rate for the total time taken for said telephone calls.

**24.10.** A sergeant assigned by the County to be on standby during non-duty hours shall make himself/herself available for, and respond to, all calls for work during such standby period; an employee who is found to be unavailable for, or who fails to respond to, a call for the performance of work during a standby period may be subject to disciplinary action. "Available for calls for work" means that the sergeant on standby shall be in the county of his/her residence, with uniform immediately available, and shall not consume alcohol or other drug that would not be tolerated while on duty.

**24.11.** Any employee assigned by the County to be on call during non-duty hours shall receive standby compensation at the rate of three dollars (\$3.00) per hour during such standby period, provided such employee makes himself/herself available for, and responds to, all calls for work during such period within fifteen (15) minutes of receiving communication that he/she should report for work. Any employee who is found to be unavailable for a call for the performance of work during a standby period may be subject to disciplinary action.

**24.12.** Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions listed below. For the first such instance of performance of work during any twelve (12) hour standby period, which standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least one (1) hour of overtime work beyond the workday in accordance with the provisions listed herein.

**24.13.** The County vehicle assigned by the County for an employee to have at his/her residence for the purpose of performing overtime work during an assigned standby period, shall be considered such employee's assigned worksite for any overtime work performed during such standby period.

**24.14.** Standby compensation shall not be considered part of the employee's regular rate of pay for purposes stated herein.

**24.15.** Employees are not entitled to concurrent pay for standby and call-in.

**OVERTIME/COMPENSATORY TIME OFF (CTO)**

**24.16.** A non-exempt employee assigned by the County to perform overtime work beyond the workday, beyond the workweek, beyond the work period established in lieu of the forty (40) hour workweek, or beyond the sixth consecutive workday of a work period established in lieu of the forty (40) hour workweek, shall be compensated with overtime pay or compensatory time off (CTO) instead of cash on the following basis:

- A. Each calendar year, a maximum of one hundred twenty (120) hours of compensatory time off (CTO) may be accumulated by any non-exempt employee and then taken in cash or in time off, at the option of the employee.
- B. During each calendar year, once overtime accrues to one hundred twenty (120) hours in compensatory time off (CTO), all additional overtime will be paid in cash at overtime rates and compensatory time off will not accrue.
- C. Also subject to these notice provisions, management may direct an employee to use any amount of compensatory time off (CTO) when management finds it appropriate for the employee to do so.

**24.17.** Exempt employees shall not be compensated for overtime. Except in those instances where the County is reimbursed by an outside agency for the cost of providing overtime pay for exempt bargaining unit employees at the rate of one and one-half (1½) times the equivalent of the eligible employee's hourly rate of pay for actual hours worked in excess of forty hours in the employee's regular work week. In no case shall the exempt employee be entitled to more pay than is reimbursed by the outside agency.

**24.18.** Overtime rate of compensation for non-exempt employees shall be equal to one and one-half (1½) times the employee's regular rate of pay for ALL such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. Compensated time off (CTO) for overtime shall accrue at the same rate.

**24.19.** For the purpose of computing overtime compensation, the term "employee's regular rate of pay" shall include the POST Advanced Certificate differential.

**24.20.** An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement. Even if the request is made timely, Management has up to 30 days to schedule the CTO for the employee and not necessarily for the shifts desired by the employee. The taking of the CTO may not unduly disrupt the administration of the Department's duties. The foregoing is agreed between the parties to be consistent with the FLSA.

**24.21** Notwithstanding the forgoing, the work period for the purpose of determining overtime pursuant to the Fair Labor Standards Act (FLSA) shall be twenty-eight (28) days per month. The employer may implement such FLSA work period as it deems necessary to minimize overtime costs associated with any of the workdays and workweeks provided under this Section 24.

**24.22.** Any vacation leave, sick leave, or holiday leave taken by an employee during a work week shall count as work time for the purpose of determining whether or not time worked in addition to forty (40) hours during that work week should be compensated at overtime rates.

**24.23.** Overtime or call-in time shall not be earned for County court time expended during vacation or holiday leave. The employee called to court during vacation or holiday leave shall be paid at the straight time rate. An employee called to court on his/her regularly scheduled day off shall be paid at the overtime rate for the time spent at court.

**24.24.** An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement.

**24.25.** For the purpose of computing overtime compensation, the work period, workday, and workweek for part-time employees are the same as full-time employees.

**24.26.** The time used by an employee in commuting to his/her residence in a county vehicle shall be outside of the employee's workday and shall not be compensated. If the employee is called out during the commute the time spent working shall be at overtime rates but not as call-in time.



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## SECTION 25 HEALTH AND WELFARE BENEFITS

### HEALTH INSURANCE- ELIGIBILITY

**25.1** Every regular full-time and part-time employee is eligible for health, dental and vision insurance in accordance with plan provisions on the first day of the month, following the month in which such employee begins his/her County employment.

### PERS HEALTH BENEFITS

**25.2** The County maintains a contract with PERS to make available PERS health benefits to covered full-time and part-time regular employees (“active members”), and retired covered employees who are annuitants of PERS (“covered retirees”). The County’s contribution is set at the minimum monthly contribution required by Public Employees’ Medical and Hospital Carte Act (PEHMCA) Regulations.

The 2022 minimum monthly Employer contribution was set at one hundred forty-nine dollars (\$149.00). The 2023 minimum monthly Employer contribution is set for one hundred fifty-one dollars (\$151.00). Covered retirees shall include active members who retire, *i.e.*, who become PERS annuitants directly upon leaving County employment after five (5) years of County service.

### CAFETERIA PLAN

**25.3** Cafeteria Plan. In addition to the contribution for PERS health plan specified in 25.2 above, the County provides bi-weekly contributions to the Cafeteria Plan to be utilized by employees for medical, dental and vision plan premiums. Full-time employees enrolled in one of the PERS Health Plan Programs will receive a bi-weekly contribution to the Cafeteria Plan as provided below:

The bi-weekly contribution to the Cafeteria Plan for employees who select the PORAC Plan or a less expensive plan beginning with the 2023 Plan Year shall be up to three hundred eighty-seven dollars and twenty-three cents (\$387.23) for employees with single coverage; seven hundred eighty-five dollars and eight cents (\$785.08) for employees with two-party coverage; and nine hundred eighty-eight dollars and fifteen cents (\$988.15) for employees with family coverage, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

The bi-weekly contribution to the Cafeteria Plan for employees who select a more expensive plan than PORAC shall be up to three hundred ninety-four dollars and sixty-two cents (\$394.62) for employees with single coverage; eight hundred twenty-nine dollars and eighty-five cents (\$829.85) for employees with two-party coverage; and one thousand eighty-two dollars and thirty-one cents (\$1,082.31) for employees with family coverage, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

Employees who select health insurance may utilize the contribution in 25.2 PLUS the amounts contributed to the Cafeteria Plan listed above. Example: If the minimum PERS contribution

for Plan Year 2023 is one hundred fifty-one dollars (\$151) per month and the Cafeteria Plan contribution for single PORAC in Plan Year 2023 is six hundred eighty-eight dollars (\$688), then the employee has a total of eight hundred thirty-nine dollars (\$839) per month to use for medical, dental and vision coverage which when converted to bi-weekly is three hundred eighty-seven dollars (\$387) per bi-weekly pay period.

#### INCREASES TO CAFETERIA PLAN

Effective January 1, 2022, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2023, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2024, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2025, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

#### CAFETERIA PLAN ADMINISTRATION

**25.5** Employees may use remaining monies to upgrade the dental and vision plans but are not eligible to receive any money in excess of the premium amount. Part-time employees shall receive a contribution to the Cafeteria Plan in an amount equal to the proportion of hours regularly scheduled up to full time.

Any employee who waives medical insurance may receive one hundred eighty-four dollars and sixty-two cents (\$184.62) per bi-weekly pay period in cash from the Cafeteria Plan.

**25.6** Each active member shall direct the County Human Resources to deduct from his/her paycheck any amount requested by the employee to be transmitted to PERS, in addition to the bi-weekly amount specified above, or to another provider to pay for insurance benefit costs in excess of the bi-weekly contribution to the Cafeteria Plan.

**25.7** As a condition of continued County employment, every regular full-time employee covered by this Agreement, including, but not limited to, active members, shall have in effect at all times reasonable major medical/hospitalization insurance. Said coverage shall be through PERS, or from another comparable insurer. Regular full-time or part-time employees not covered by a PERS major medical/hospitalization insurance program shall be required to submit annually to the Human Resources Director, upon the County's request, evidence of having in effect such major medical/hospitalization insurance.

**25.8** No insurance coverage contribution, or health benefit contribution, shall be made by the County for any employee for extra help, standby, or overtime service, or for any period of work not performed, except for any period which is a paid leave of absence.

#### PRE-TAX SALARY DEDUCTIONS

**25.9** The County Auditor has implemented Section 125 of the Internal Revenue Code allowing for a pre-tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, etc., as desired by each employee. Employees are hereby warned that they forfeit pay which they authorize to be deducted which doesn't equal their expenditures for a particular benefit category.

**25.10.** Employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly hired employee shall have until the first day of the month following the month in which he/she completes the sixty (60) days of regular service in order to complete the enrollments required for insurance coverage. Thereafter, changes in the enrollments for all employees may be made by an employee for the CalPERS Health Program, or when the employee experiences a life event as defined under CalPERS special enrollment opportunities.

#### DEFERRED COMPENSATION ANNUITY PROGRAM

**25.11** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize bi-weekly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. For eligible employees in years with twenty-six bi-weekly payroll periods, the County will contribute twenty three dollars and eight cents (\$23.08) per bi-weekly pay period to the employee's 401(a) deferred compensation account of each employee who contributes at least twenty three dollars and eight cents (\$23.08) bi-weekly to their 457 deferred compensation account for the same bi-weekly pay period. For eligible employees in years with twenty-seven bi-weekly payroll periods, the County will contribute twenty-two dollars and twenty-two cents (\$22.22) per bi-weekly pay period to the employee's 401(a) deferred compensation account of each employee who contributes at least twenty-two dollars and twenty-two cents (\$22.22) bi-weekly to their 457 deferred compensation account for the

same bi-weekly pay period. However, if the employee ceases such contributions, the county match will no longer apply.

**25.12** At its sole discretion, the County may change Deferred Compensation Plans. The County will notify the Association one (1) month prior to the change.

#### **DISABILITY INSURANCE**

**25.13** Every employee shall be eligible for the State Disability Insurance (SDI) Program and all eligible employees in all bargaining units are eligible for benefits therefrom. The premiums for said State Disability Insurance (SDI) Program shall be deducted bi-weekly by the County Auditor from all employees' pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

**25.14** During the term of this Agreement, the Association may notify the County of the desire to withdraw from the SDI program. At such time, the County will contact SDI to initiate the process.

#### **MILEAGE AND TRAVEL ALLOWANCES**

**25.15** Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore as governed by the Amador County Policies & Procedures Manual. Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement except that an employee who is called to work at his/her regular duty station shall not be eligible for mileage reimbursement.

**25.16** If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee, or shall reimburse the employee for the documented actual cost of such meals, as governed by the Amador County Policies & Procedures Manual.

**25.17** Other allowances shall be paid to employees for travel which is required by the County as governed by the Amador County Policies & Procedures Manual.

#### **PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

**25.18** All employees who are eligible to participate in the Public Employees Retirement System (PERS), as set forth in the contract between the County and PERS, shall participate therein according to said contract.

**25.19** The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. The \$.93 per bi-weekly pay period (\$2.00 per month) per employee PERS survivor benefit shall continue to be paid by the employee.
- B. Except as provided immediately below, employees shall pay 9% of compensation toward the employee retirement contribution.

- C. All employees hired on or after January 1, 2013, who are subject to PEPRA shall pay one-half of the normal cost of the applicable PEPRA plan in place as of January 1, 2013 up to the cap established by the California Public Employee Pension Reform Act.
- D. In addition to contributions made pursuant to subsections B and C immediately above, employees shall, by payroll deduction, pay an additional two percent (2.0%) of pensionable or earnable compensation (whichever applies) toward the required employer PERS pension contribution.

**PERS RISK-POOL PROVISIONS**

**25.20** The PERS retirement formula and optional benefits for employees shall be as follows:

- A. California Government Code Section 20965 (Credit for Unused Sick Leave);
- B. California Government Code Section 21022 (Public Service Credit for Periods of Layoff);
- C. California Government Code Section 21026 (Public Service Credit for Service Rendered to a Nonprofit Corporation);
- D. California Government Code Section 21536 (Local System Service Credit Included in Basic Death Benefits);
- E. California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit);
- F. California Government Code Section 21362.2 (3% @ 50 Retirement formula) and California Government Code Section 20042 (One-Year Final Compensation) is provided for all employees hired prior to June 1, 2011.
- G. Employees hired on or after June 1, 2011, shall be covered by California Government Code Section 21363.1 (3% @ 55 Retirement formula) and California Government Code Section 20037 (Three Years Final compensation).
- H. Employees hired on or after January 1, 2013, shall be subject to the applicable provisions of the Public Employee Pension Reform Act of 2012, and related legislation.

**UNIFORM ALLOWANCE**

**25.21** Sheriff’s Office – Any covered Sheriff’s Office employee required to wear a uniform while on duty, shall be paid a monthly allowance of one hundred dollars (\$100) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the

County. . Said allowance shall be paid in the eligible employee's bi-weekly payroll in the amount of forty-six dollars and sixteen cents (\$46.16) in those calendar years with twenty-six (26) bi-weekly payroll periods or forty-four dollars and forty-four cents (\$44.44) in those calendar years with twenty-seven (27) bi-weekly payroll periods.

Effective the pay period containing October 1, 2022, this uniform benefit will be extended to the following classifications: Correctional Lieutenant, DA Investigator (Supervising), and DA Investigator (Chief).

Non-uniformed personnel will not be eligible for any uniform allowance under this Agreement. In addition, the County shall provide new Sheriff's Office employees the necessary uniforms upon employment in lieu of the first year's uniform allowance.

#### **25.22 Probation Department Uniforms:**

- A. The Chief Probation Officer may, at his or her discretion, establish, implement, and revise, from time to time, Probation Department attire and uniforms policy and the specifications for items constituting approved uniforms for field work and other Probation Department work settings. The Chief Probation Officer shall transmit notice of the policy, specifications, and changes therein to affected department personnel at least thirty (30) days before the effective date.
- B. The Chief Probation Officer may require one or more Probation Department employees to wear a field uniform or discontinue such requirement at his or her discretion.
- C. If the Chief Probation Officer requires a Probation Department employee covered by this Memorandum of Understanding to wear an approved uniform pursuant to paragraphs 25.22.A and 25.22.B. above, the County will, on a one-time basis and upon presentation of the County-required documentation, reimburse the eligible employee up to five hundred dollars (\$500) toward the initial purchase of the approved uniform items prescribed by the Probation Department policy.

Beginning the thirteenth (13<sup>th</sup>) month after the eligible employee begins wearing the required uniform, he or she shall be paid a monthly allowance of one hundred dollars (\$100) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the County. Said allowance shall be paid in the eligible employee's bi-weekly payroll in the amount of forty-six dollars and sixteen cents (\$46.16) in those calendar years with twenty-six (26) bi-weekly payroll periods or forty-four dollars and forty-four cents (\$44.44) in those calendar years with twenty-seven (27) bi-weekly payroll periods.

- D. If the Chief Probation Officer determines that he or she no longer desires that a Probation Department employee who has been required to wear a uniform continue wearing that uniform, he or she shall notify the employee and the employee shall cease wearing the uniform at the date specified by the Chief Probation Officer. The employee will stop receiving the bi-weekly uniform allowance the first full month after having been so notified by the Chief Probation

Officer. If he or she is required to resume wearing a required field uniform, he or she will not receive another \$500 lump sum but will begin receiving the bi-weekly allowance specified in paragraph 25.22.C above on the pay period that includes the date the request to resume was made.

**25.23** In addition thereto, any eligible employee above required to wear a uniform, while on duty, shall have said uniform repaired or replaced by the County to the extent said uniform, or part thereof, is torn or otherwise damaged while said employee is carrying out his/her duties of employment. Said repairs must meet the standards as required by the Department Head, or his/her designee.

#### HEALTH EXAMINATIONS OR TESTS

**25.24** If any health examination or test is required of any employee by the County, the County shall provide the required examination or test, cause such examination or test to be provided, or reimburse the employee for the reasonable cost of such examination or test. The County shall select the persons to provide the required examination or test. If the employee disagrees with the County's selection prior to submitting to the examination or test, the County shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona fide emergency.

#### EMPLOYEE WELLNESS PROGRAM

**25.25** The County agrees to implement an Employee Wellness Program which will provide up to \$100.00 per year cost reimbursement to employees who are non-smokers and who participate in an approved physical fitness program. Claims for cost reimbursement must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year.

#### EMPLOYEE ASSISTANCE PROGRAM (EAP)

**25.26** In addition, the County and the Association shall implement the Employee Assistance Program (EAP), as governed by the Amador County Policies & Procedures Manual.



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## SECTION 26 CLASSIFICATIONS AND WAGES

### CLASSIFICATIONS

**26.1.** Subject to the provisions listed below, the classifications and base wage ranges in Appendix B of this Agreement shall govern the base wage/salary rates for all classes designated within that plan and schedule.

**26.2.** An employee occupying a position which is reclassified to a class with the same or a higher designated range, shall receive the same salary treatment as any other employee being transferred or promoted. An employee occupying a position that is reclassified downward shall receive a Y-rate, if the employee is paid more than the maximum salary for the new class. The y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to or greater than the Y-rate.

### TEMPORARY ASSIGNMENTS

**26.3.** An employee assigned temporarily to work in a class with a higher designated range than the range designated for such employee's regularly assigned class may, upon approval by the Board of Supervisors, be paid in accordance with the designated range of the temporarily assigned class, retaining during such temporary assignment whatever step in the designated range for his/her temporarily assigned class will result in a wage increase.

### PROMOTIONS

**26.4.** Any employee receiving a promotion shall receive a wage increase of at least five percent (5%) within the salary range for the new class.

### WAGES

**26.5.** The wage schedule is provided in Appendix B.

**26.6** Effective the pay period containing October 1, 2022, the County will increase all base wage ranges and rates for classifications represented by the Association by six percent (6%) of base wage rates in effect on August 31, 2022.

Effective the pay period containing October 1, 2023, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2023.

Effective the pay period containing October 1, 2024, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2024.

**26.7** The dating and issuing of payroll warrants shall be bi-weekly.

**26.8** Vacation leave and sick leave shall be set forth bi-weekly on each employee's payroll warrant.



**26.9** Subject to other applicable provisions of this Agreement, every full-time Sergeant in a supervisory capacity designated in Appendix B who is employed during the entire pay-period shall be paid a bi-weekly salary equal to eighty (80) hours per pay period the hourly wage schedule range and step for such employee unless, during any such entire month of employment, he/she has had an unpaid leave of absence, or he/she has been suspended without pay, or unless, because of the lack of unused sick leave and/or annual leave, there are hours for which he/she does not receive full pay in accordance with the provisions above and instead receives only disability insurance benefits and/or worker's compensation temporary disability indemnity.

#### STEP ADVANCEMENTS

**26.10.** Step advancement shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Section 19 above.

**26.11.** Subject to the provisions listed above, an employee hired or promoted at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment, if hired before the Board of Supervisors' adoption of the Parties' 2015-17 Memorandum of Understanding, or twelve (12) months employment as a regular employee in his/her regularly assigned class. If hired or promoted at Step A on or after the date of the Board of Supervisors' adoption of the 2015-17 Memorandum of Understanding, the regular employee shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes twelve (12) months of employment. If such employee completes his/her first six (6) or twelve (12) months of employment (whichever applies as provided above) as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, an employee hired or promoted at Step A shall be eligible for step advancement on the annual anniversary date of his/her first step advancement until such employee advances to Step E.

**26.12.** Subject to the provisions listed above, an employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class; provided, however, subject to the provisions listed above, that if such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for a step advancement on that day. Thereafter, an employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the annual anniversary date of his/her first step advancement until such employee advances to Step E.

**26.13.** Extra-help employees shall not be eligible for step advancement.

**26.14.** A period of suspension pursuant to Section 19 shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancement set forth in Section 26.10 above, but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancement.

**LONGEVITY INCREASES, SHIFT DIFFERENTIAL, EDUCATION AND POST INCENTIVES**

**26.15** Permanent employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), and twenty (20) years of continuous years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<b>Completed Years of Service</b>	<b>Base Salary Adjustment</b>
5	2.500*
10	5.063*
15	7.700*
20	10.390*

\* These amounts do not “stack” or “combine”.

**26.16** Special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

**26.17** An employee assigned to work a swing shift will be paid an additional seventy-five cents (\$0.75) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works swing shift if his or her assigned work day commences at or after 3:00 p.m. but before 8:00 p.m. the same day.

**26.18** An employee assigned to work a graveyard shift will be paid an additional one dollar fifty cents (\$1.50) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works graveyard shift if his or her assigned work day commences at or after 8:00 p.m. but before 6:00 a.m. the following day.

**26.19** If staff are called in early for their regular day shift or for a day shift special briefing, and absent such early call-in shift differential would not otherwise apply, shift differential as provided in 26.16 and 26.17 above will not apply to the early call-in or regular shift.

**26.20** The Parties intend that the adoption and implementation of the shift differentials, set forth in subsections 26.16 and 26.17 above, will not alter, interfere with, or impede in any manner the Sheriff's right, at his discretion and without notice, to assign or reassign any employee on to or off of a shift to which shift differential applies as provided in subsections 26.16 and 26.17 above. The Parties agree such a reassignment and accompanying termination of the affected employee's receipt of shift differential is not and shall not be construed as punitive act within the meaning and for purposes of the California Peace Officers Bill of Rights (“POBOR” - Government Code 3300 et. seq.).

**26.21** An employee who possesses an Associate Degree from or who has completed sixty (60) units credited by an accredited college or university will receive an hourly premium equal to two and one-half percent (2.5%) of his or her regular base rate of pay. An employee who possesses a Bachelor's Degree from an accredited college or university will receive an hourly premium equal to five percent (5%) of his or her regular base rate of pay. In either case, except as provided in subsection 26.23 below, such pay shall take effect on the first day of the month following the month in which the employee submits to the Human Resources Director valid documentation of having met the foregoing applicable requirement.

**26.22** The County will pay an employee who qualifies for, is awarded and possesses a valid Peace Officer Standards and Training ("POST") Supervisory certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

**26.23** The County will pay an employee who qualifies for, is awarded and possesses a valid Peace Officer Standards and Training ("POST") Management certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.23 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

**26.24** The County will pay an employee who qualifies for, is awarded and possesses a valid Standards and Training for Corrections ("STC") Supervisory certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

**26.25** The County will pay an employee who qualifies for, is awarded and possesses a valid Standards and Training for Corrections ("STC") Management certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

**26.26** In no event will an employee receive an hourly premium greater than five percent (5%) of his or her regular rate of pay under subsections 26.20 through 26.25 (i.e., the premiums do not stack).

EDUCATIONAL COST REIMBURSEMENT

**26.27** Employees within this Unit shall receive an educational incentive of up to two-thousand, five-hundred dollars (\$2,500.00) per year cost reimbursement for successfully completed college-level courses approved by the Sheriff, the District Attorney, and/or the Chief Probation Officer.

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## SECTION 27 RECOMMENCEMENT OF NEGOTIATIONS

Either the Association, or the County, shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiation not earlier than June 1, 2025, and not later than August 1, 2025.

27.1. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the provisions herein, their negotiations shall commence not later than August 1, 2025, provided, however, that neither the Association, nor the County, shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 1, 2025.

\*\*\*\*\*

## SECTION 28 TERM, WITNESS, AND SIGNATORS

28.1 Except as otherwise provided herein, the provisions of this Agreement shall become effective on the date it is adopted by the Board of Supervisors and signed by its Chair, Sheriff, District Attorney, and Chief Probation Officer, and shall remain in effect through September 30, 2025. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, 2025, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

28.2 In witness whereof, this Agreement was ratified by a membership vote of the Association on January 11, 2023.

28.3 In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on February 14, 2023, by Resolution No. 23-015.

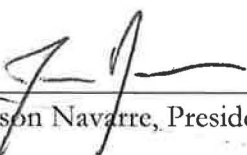
### County of Amador, California:

By:   
Jeff Brown, Chair, Board of Supervisors

By:   
Gary Redman, Sheriff-Coroner

By:   
Todd Riebe, District Attorney

### Sheriff's Office Mid-Management Association:

By:   
Jason Navarre, President

## APPENDIX A DEFINITIONS

The definitions in this Section shall govern the construction of this Agreement and shall have the respective meanings given below 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.

**401 (a) and 457 Plans.** Tax advantaged retirement savings plans subject to Internal Revenue Codes.

**Absenteeism.** The unexcused non-attendance of an employee from his or her assigned workplace or duty.

**Administration Level.** This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management, rather than supervision or the performance of complex technical work in most non-professional areas, distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

**Administrative Leave.** Leave with pay and accrual of benefits, imposed at the direction of the County, upon an employee during the pendency of an investigation which may lead to disciplinary action against the employee, or when the employee appears unable to work, during which period the employee is not required to perform work, but is to remain available for recall to work upon short notice.

**Age Discrimination** in Employment Act (ADEA). A federal statute prohibiting employers with 20 or more employees from discriminating in employment against persons 40 years or older. Penalties for violating the ADEA include reinstatement with back pay and fringe benefits, plus reasonable attorney's fees.

**Alternative Work Schedules.** A change in the normal work schedule as defined in this Agreement.

**Americans With Disabilities Act** (ADA). A federal law passed in 1990 which makes it unlawful to discriminate in employment against people with disabilities. The Act defines disability and requires employers to "reasonably accommodate" both the mentally and physically disabled. The enforcement agency and procedures and penalties for violations are the same as those in Title VII of the Civil Rights Act of 1964.

**Anniversary Date.** The date upon which a regular employee becomes eligible for step advancement under the provisions of this Agreement.

**Annuitant.** CalPERS retiree who, without applying for Reinstatement From Retirement, returns to work with a CalPERS employer in a designated retired annuitant position.

**Appraiser.** One that estimates status, potential, or excellence.

**Arbitration.** The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

**Back Pay.** An amount of pay due a worker for periods prior to the current pay period. Back pay is usually a form of an award for lost wages given through a court ruling or as a result of arbitration, or a remedy for a payroll error.

**Bargaining Unit.** A group of employees recognized by an employer under the Myers-Milias-Brown Act.

**Benchmark.** A standard job to which other jobs can be compared as being above, below, or comparable. A benchmark job frequently refers to a job or group of jobs used for making pay comparisons in salary surveys, either within the organization or to comparable jobs outside the organization.

**Bereavement Leave.** Time taken off by an employee on account of the death of any member of his/her immediate family or extended family.

**Call-Back Pay.** Guaranteed pay for a set minimum number of hours when employees are called back to work when they weren't originally scheduled.

**Catastrophic Leave.** Time used by an employee who has experienced an extreme misfortune.

**Class.** All positions which are sufficiently similar, as to (1) kind or subject matter of work, (2) level of difficulty and responsibility, and (3) qualification requirements of the work that they can be given the same title and can be assigned to the same range.



**Classification.** The grouping of positions into classes.

**Collective Bargaining.** The meeting between an employer and employee representatives to confer in good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

**Compensatory Time Off.** (CTO) (“comp time”). Paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

**Contract.** An Agreement between two or more persons or entities which creates an obligation explained in the agreement. Contracts are the body of law governing the agreement process in business.

**Corrective Action.** This term applies to taking action to correct a behavioral or performance problem.

**Cost-of-Living Adjustment (COLA).** A change in rate of pay (usually an increase) resulting from changes in economic statistics, usually Bureau of Labor Standards cost-of-living index. Performance is not taken into account when considering pay changes to adjust for the cost of living.

**County.** The Board of Supervisors of the County of Amador or any employee holding a management position, or any person authorized by the Board of Supervisors or by any employee holding such management position to act in its/his/her behalf.

**Deferred Compensation.** Compensation payments that accrue for use at some point in the future. Most deferred compensation payments include contributions to pension fund annuities. They are usually not fully taxable until benefits begin.

**Demotion.** An action resulting in a downward change in classification to a class with a lower maximum salary.

**Disability.** Under disability non-discrimination law, a physical or mental impairment that substantially limits one or more of a person’s major life activities. Under workers’ compensation law, can be a temporary or permanent injury.

**Discharge.** A separation of the employment relationship for reasons of violation of standards of conduct or safety regulations, unsatisfactory job performance, or any reason deemed to warrant separation must be made for just and sufficient cause.

**Disciplinary Action.** A negative personnel action taken by an employer or supervisor in response to an employee’s actions which fail to meet standards.

**Discrimination.** As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or group of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap, age, or veteran status. The term also includes the failure to remedy the effects of past discrimination.

**Diversity.** The characteristics of a workforce encompassing people from different countries, cultures, ages, socio-economic strata, genders, ancestries, and sexual orientation.

**Documentation.** Records, usually written, kept by employers as proof of actions taken in the workplace. Examples of documentation include performance appraisals and written warnings.

**Drug-Free Workplace Act.** A federal law enacted in 1988 which requires federal contractors to implement policies to assure the existence of a drug-free workplace. Among other requirements, the Act mandates employee notification statements, a drug-free awareness program, and notice to an agency of convictions. Violations could lead to debarment from future contracts for up to five (5) years.

**Employee.** Any person who has been hired by the County with the approval of the Board of Supervisors and who has assumed the tasks of a position.

**Employee Assistance Program (EAP).** A program provided by employers to help employees handle problems such as alcohol and drug abuse, or emotional disturbances.

**Employee Wellness Program.** A monetary program provided by employers to go towards reimbursement for employees who participate in a physical fitness program approved by the Human Resources Director, or designee.

**Entry Level.** This is normally a trainee level. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments, procedures, and programs related to their work area. Initial job assignments require only limited previous work experience and background.

**Equal Employment Opportunity.** A doctrine requiring that applicants and employees not be



discriminated against in employment on the basis of certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

**Equal Employment Opportunity Commission (EEOC).** This commission was created by Title VII of the Civil Rights Act of 1964 to act as an enforcement agency of that Act. The Commission has two main purposes: (1) to end discrimination based on race, color, religion, age, sex, or national origin in hiring, promotion, firing, wages, testing, training, apprenticeships, and all other conditions of employment; and (2) to promote voluntary action programs by employers, unions, and community organizations to promote equal employment opportunities.

**Ergonomics.** The science of how the design of jobs, facilities, furniture, and equipment impact productivity and health.

**Exempt.** An employee classification designated by the Fair Labor Standards Act (FLSA). An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the FLSA. Executives, administrative employees, professional employees, and employees engaged in outside sales are classified as exempt from overtime pay requirements.

**Exit Interview.** A structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems.

**Extra-help Employee.** An employee 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, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits, incentives, and conditions of employment specifically provided for regular full-time or regular part-time employees except those mandated by state or federal law. Extra-help employees may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees do not have a probationary period or achieve permanent status.

**Fair Labor Standards Act (FLSA).** A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for people in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

#### **Family Definitions:**

**Immediate Family.** Employee's parent, child, spouse/registered domestic partner and child of domestic partner.

**Extended Family.** Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.

**Family and Medical Leave Act of 1993.** Requires employers with 50 employees in a 75-mile-radius to offer those employees up to 12 weeks of unpaid leave to care for a newborn or adopted child, or a seriously ill child, spouse, or parent, or the employee's own serious illness.

**Flex Schedule.** A scheduling plan that permits employees to choose their own working hours by scheduling around certain core hours in the middle of the day.

**Full-time.** Employees scheduled to work over half the minimum number of hours per week (usually 40 hours).

**Grievance.** A complaint made by an employee expressing dissatisfaction or a feeling of personal injustice relating to his or her employment relationship.

**Grievance Procedure.** A mechanism of expressing dissatisfaction to management.

**Handicapped Individual.** Under federal law, an individual who (1) has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment. A handicap is substantially limiting if it is likely to cause difficulty in securing a job, or advancing in employment.

**Illness.** An unhealthy condition of the body or mind.

**Incumbent.** A person currently occupying a particular position.

**Independent Contractor.** A person hired to perform certain duties for a specific price and term. Generally, the person sets the hours of work, determines the methods of implementing the task, supplies his or her own "tools", and offers his or her services to other entities. The employer may not retain the right to direct how the independent contractor performs his/her duties.

**Injury.** The result of an act that damages or hurts.

**Job Description.** A summary of the most important features of a job, including the general nature of the work performed, specific task responsibilities, reporting relationships, and working conditions.

**Journey Level.** This is the highest, experienced working level class in most series. Many positions in various occupational groups are allocated to this level. Work performance requires the ability to make independent decisions and perform assignments without extensive supervision. Positions allocated to this level require previous knowledge and work experience in the assigned work area. Sometimes a journey level is identified by requiring that an incumbent possess a generally recognized certificate or license for the occupational area.

**Knowledge, Skills, and Abilities.** Common job specifications. **Knowledge** refers to acquired information necessary to do the job (for example, knowledge of basic math is necessary for an accountant to perform his or her job). **Skills** refers to acquired measurable behaviors, such as the ability to use a 10-key calculator. **Abilities** refers to the natural talents necessary for the job, such as the strength to lift 200 pounds.

**Lateral Transfer.** Transfer from a job classification to another of approximately equal level of duties and responsibilities in another department, implemented either at the request of the employee and/or the Union or the County, upon mutual agreement of all parties.

**Lay-Off.** Employer-required call-off of employees due to lack of work. Layoffs can be either temporary or permanent.

**Lead worker.** This classification is characterized by a combination of job assignments. Incumbents perform the full range of journey or specialist job assignments, while also providing some work direction, training, and coordination for other workers. While some work direction responsibilities are exercised, the emphasis of a position is still on performing regular work assignments. In most cases, there is only one lead worker in each division or department, depending upon the number of employees in that division or department.

**Leave of Absence.** Approved absence from duty, either with or without pay, authorized in accordance with the provisions of this Agreement. Paid leave of absence, for purposes of this Agreement, shall also include any period of eligibility for workers' compensation, temporary disability indemnity payments in accordance with the provisions of state, or federal law, or any period of eligibility for disability insurance payments.

**Licensed Health Care Practitioner.** (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner, physical therapist, podiatrist, optometrist, dentist, or psychologist licensed by the State of California and acting within the scope of his/her practice as defined by California state law; or (B) any other health care practitioner mutually agreed upon in writing by the County and the employee; provided, however, that either the County or the employee may terminate such Agreement by giving seven (7) days written notice to the other party.

**Limited Term Employee.** The limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. A limited term employee is used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall have no bumping rights and shall have no right to grieve or appeal the layoff decision.

**Management Level.** This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management rather than supervision or the performance of complex technical work distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

**Moral Turpitude.** Conduct contrary to justice, honesty, modesty, or good morals.

**New Employee Orientation.** The guided introduction of new employees to their job, the work environment, and the culture of County government.

**Non-Exempt.** A term used to describe employees who are subject to the minimum wage and overtime standards of the Fair Labor Standards Act, are paid for hours worked, and who must be paid one-and-half times their regular rate of pay for excess hours worked.

**Occupational Disease/Illness.** Condition or disease arising out of, and in the course of, employment.

**Occupational Safety and Health Administration (OSHA).** A federal agency created in 1970 to establish health and safety standards for the workplace and to ensure that all U.S. workers have a safe, healthy work environment. The agency is vested with the power to inspect and issue citations to organizations which violate the safety standards encompassed in OSHA regulations.

**Overtime.** Time worked under assignment or consent by the County in excess of the workday or workweek or of the work period established in lieu of a forty (40) hour workweek, or time worked under assignment by the County during a standby period.

**Part-Time.** Employees scheduled to work less than a full-time work schedule (typically 40 hours per week).

**Pay.** Wages earned by, and payable to an employee or, for the purposes of determining paid status, disability insurance/workers' compensation temporary disability indemnity payments payable to an employee in accordance with the provisions of this Agreement, or in accordance with state and/or federal law.

**Performance Appraisals.** A system of review and evaluation of an individual's job performance as described in County policy. This system should influence an employee's job-related behaviors and when used constructively can help improve employee performance.

**Position.** A set of tasks, i.e., duties and responsibilities, assigned by the County to be performed by an employee, which has a title, classification, and job description.

**Pregnancy Discrimination Act.** A 1978 amendment to Title VII of the Civil Rights Act which prohibits sex discrimination based on pregnancy, child birth, or related medical conditions.

**Probationary Period.** A period of time commencing from the date of hire during which a new employee receives close supervision to perform the job. It is also a time during which the new employee and the employer may evaluate the appropriateness of retaining the employee for the position (usually for a period of six months).

**Professional Employee.** Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers, and the various type of physical, chemical, and biological scientists.

**Progressive Discipline.** An approach to imposing disciplinary action in which a lesser penalty may be appropriate for an offense the first time it is committed and more severe penalties are imposed for committing the same or other offense again.

**Promotion.** An upward change in the wage of an employee as a result of the appointment of an employee to probationary status in a position within a class with a higher designated range of the class from which such employee was promoted.

**Psychologist.** A licensed psychologist with a doctoral degree in psychology and who either has at least two (2) years of clinical experience in a recognized health setting, or has met the standards of the National Register of Health Service Providers in Psychology. When treatment or evaluation for an illness or injury is provided by a psychologist, the County may require appropriate medical collaboration.

**Qualified Handicapped Individual.** Under the Rehabilitation Act of 1973, this term refers to a handicapped individual who is capable of performing a particular job with reasonable accommodation to his/her handicap.

**Range.** One of the numerically designated wage levels established by this Agreement.

**Reasonable Accommodation.** Changes in the job, the work place and/or terms or conditions of employment which will enable an individual to perform a particular job successfully. Reasonable accommodations are required for religious beliefs and for disabilities.

**Reclassification.** A change in classification of a position which change is not based on the merit of the individual employee or employees affected but is intended to obtain a more appropriate classification of the position.

**Recruitment.** The process of attracting, on a timely basis, a sufficient number of qualified candidates to apply for job openings within an organization.

**Regular Full-time Employee.** An employee occupying a full-time position on a full-time basis (approximately 2080 hours per year).

**Regular Part-time Employee.** An employee occupying a regular part-time position which is scheduled for work 20 or more hours per week on a year-round basis.

**Rest Period.** A period during work time during which an employee is free from any requirements to perform work or to be available to perform work for the County.

**Seniority.** Status determined by the length of time an employee has worked for the County.

**Class Seniority** is time spent working within a single classification.

**Departmental Seniority** is time spent working within a single department.

**Class Series Seniority** is time spent by an employee within a classification series.

**Accumulated Class Seniority** means all consecutive time in one (1) occupational series, together with prior consecutive time in a different occupational series within the same department or agency, provided that the employee meets all the current requirements of the position in the second occupational series.

**Separation.** Termination of the employment relationship for any reason. Includes resignation, release, death, retirement, reduction in force, or discharge. Whenever possible, employees shall give a minimum of two (2) weeks' notice of the final separation date. No employee shall be allowed to extend their separation date by using vacation, holiday, compensatory time off (CTO), or sick leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

**Sexual Harassment.** Sexual conduct where submission to, or rejection of, such conduct affects terms or conditions of employment; that substantially interferes with an employee's ability to perform the job; or that creates a hostile work environment as described in County Policy.

**Sick Leave.** Time for which the employee is paid when he or she is not working due to illness or injury.

**Specialist Level.** Classes at this level are distinguished by such unique job assignments that require extra specialized background, job knowledge, and work experience. In most cases, incumbents will have detailed knowledge of a department's programs, procedures, and policies. In technical and professional occupational groups, special certificates and/or licenses will often be required.

**Standby.** A period during which an employee is not ordinarily required to perform work for the County, but

is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is provided in the event the employee is not called to perform work, with the regular rate of pay (including overtime, if applicable) for the period or periods the employee is required to work.

**Step Advancement.** An upward change in the wage of an employee based on time in grade by means of progression to the next step within the range.

**Supervisor.** An FLSA exempt individual with the employer's delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, discharge, discipline, or direct other employees—or effectively recommend such action.

**Suspension Without Pay.** Removal of an employee from his/her assigned position and from paid status, without pay, for a period of time during which the employee would otherwise be required to work, as a result of disciplinary action effected in accordance with the provisions of Section 19 of this Agreement.

**Termination.** An involuntary separation of the employment relationship for disciplinary reasons.

**Title VII of the Civil Rights Act of 1964.** A section of the 1964 Civil Rights Act that prohibits employment discrimination on the basis of race, color, sex, religion, or national origin.

**Title.** The name given to a class.

**Transfer.** A change to another position or class.

**Undue Hardship.** A term often used in discrimination laws as to why employees are unable to make reasonable accommodations for members of protected classes. An undue hardship is defined under the Americans With Disabilities Act (ADA) as an action requiring significant difficulty or expense. Factors courts will consider in deciding whether reasonable accommodation would cause an undue hardship include; the cost of the accommodation, the employer's financial resources, and the type of business operation.

**Vesting.** A benefit plan provision that a participant will, after meeting certain requirements, retain a right to the benefits he or she has accrued (or some portion of them) and that the money will not be forfeited for any reason. Employee contributions are always fully vested. The Employee Retirement Income Security Act of 1974 (ERISA) specifies standards for vesting of employer contributions, and the Tax Reform Act of 1986 makes these even more stringent.

**Workers' Compensation Insurance.** Medical benefits and pay provided for employees who have had work-related accidents or for dependents of accident victims.

**Y-Rate.** The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with

a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

# APPENDIX B CLASSIFICATIONS AND WAGES

SALARY TABLE EFFECTIVE 09/18/2022

# APPENDIX B CLASSIFICATIONS AND WAGES

SALARY TABLE EFFECTIVE 10/01/2023

# APPENDIX B CLASSIFICATIONS AND WAGES

SALARY TABLE EFFECTIVE 10/01/2024



# APPENDIX B SHERIFF'S OFFICE MID-MANAGEMENT CLASSIFICATIONS AND WAGES 6% Wage Increase

Effective 9/18/2022 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
5512	Captain	59.70	62.68	65.82	69.11	72.57	E
3880	Correctional Lieutenant	43.38	45.55	47.83	50.22	52.73	E
5513	D A Investigator, Chief (Advanced)	59.71	62.70	65.83	69.12	72.58	E
5226	D A Investigator, Supervising	56.84	59.68	62.67	65.80	69.09	E
4680	Chief Deputy Probation Officer*	51.38	53.95	56.65	59.48	62.45	E
5227	Lieutenant	56.85	59.69	62.68	65.81	69.10	E
3811	Sheriff's Sergeant (Intermediate)	42.69	44.82	47.07	49.42	51.89	C
4028	Sheriff's Sergeant (Advanced)	44.86	47.10	49.46	51.93	54.53	C
<b>No</b> Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA).</u> The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.							
<u>Under FLSA column</u>							
C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

# APPENDIX B SHERIFF'S OFFICE MID-MANAGEMENT CLASSIFICATIONS AND WAGES

## 3% Wage Increase

Effective 10/1/2023 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
5692	Captain	61.50	64.57	67.80	71.19	74.75	E
4010	Correctional Lieutenant	44.68	46.91	49.26	51.72	54.31	E
5692	D A Investigator, Chief (Advanced)	61.50	64.57	67.80	71.19	74.75	E
5397	D A Investigator, Supervising	58.55	61.48	64.55	67.78	71.17	E
4834	Chief Deputy Probation Officer*	52.92	55.57	58.34	61.26	64.32	E
5398	Lieutenant	58.56	61.49	64.56	67.79	71.18	E
3939	Sheriff's Sergeant (Intermediate)	43.97	46.17	48.48	50.90	53.45	C
4162	Sheriff's Sergeant (Advanced)	46.20	48.51	50.94	53.48	56.16	C

**No** Holiday will be advanced to the following positions:

Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

\*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer

# APPENDIX B SHERIFF'S OFFICE MID-MANAGEMENT CLASSIFICATIONS AND WAGES

## 3% Wage Increase

Effective 10/1/2024 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	<b>SAFETY POSITIONS</b>						
5876	Captain	63.34	66.51	69.83	73.32	76.99	E
4144	Correctional Lieutenant	46.02	48.32	50.74	53.27	55.94	E
5876	D A Investigator, Chief (Advanced)	63.34	66.51	69.83	73.32	76.99	E
5572	D A Investigator, Supervising	60.30	63.31	66.48	69.80	73.30	E
4993	Chief Deputy Probation Officer*	54.51	57.24	60.10	63.10	66.26	E
5573	Lieutenant	60.31	63.33	66.49	69.82	73.31	E
4071	Sheriff's Sergeant (Intermediate)	45.29	47.55	49.93	52.43	55.05	C
4301	Sheriff's Sergeant (Advanced)	47.59	49.97	52.47	55.09	57.85	C
<b>No</b> Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.							
Under FLSA column							
C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							