

**Memorandum of Understanding
Between the
County of Amador
and the
Service Employees International Union**

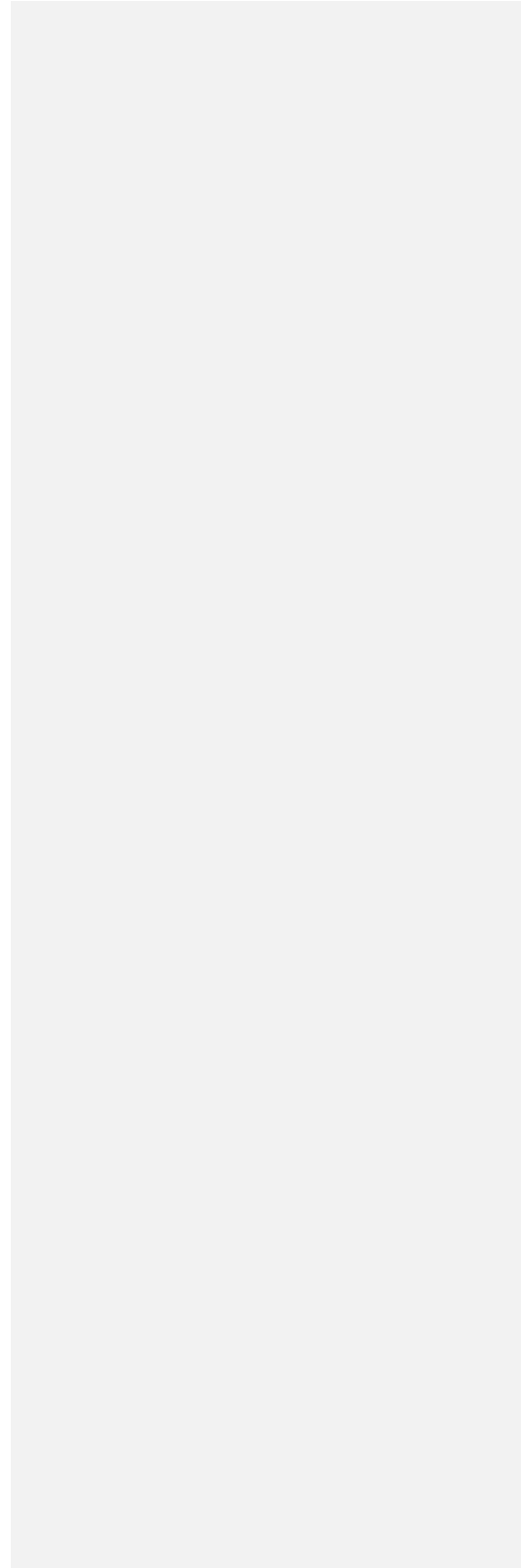


FOR THE PERIOD OF OCTOBER 1, ~~2021~~2024

THROUGH SEPTEMBER 30, ~~2023~~2026

**GENERAL EMPLOYEES REPRESENTATION UNIT
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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 General Employees Representation Unit of the Service Employees International Union Local 1021, hereinafter referred to as the "Union".

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

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

Appendix A: Definitions

Appendix B: Classifications and Wages

Appendix C: Merit System Positions

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Union, or its successors, for the period from October 1, ~~2021~~-2024 or the date of its ratification and adoption by the Board of Supervisors, whichever is later, through September 30, ~~2023~~2026; but for any period subsequent to September 30, ~~2024~~2026, 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 Union 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 and/or federal law shall be adhered to by the County and the Union until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

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, so long as they are not inconsistent with the specific terms of this Agreement, provided it does not involve a matter which is subject to required negotiations under the Meyers-Milias-Brown Act.

2.3. Certain positions of County employment within the Department of Social Services are required by State Law to be covered by the Merit System Personnel Standards of the State Personnel Board, which are set forth in Title 2, Division 5 of the California Code of Regulations. Some Sections within this Agreement, including but not necessarily limited to Section 17 Seniority/Layoffs/Recall and Section 18 Disciplinary Actions, contain provisions that may directly conflict with the Merit System Personnel Standards. To the extent any provisions of this Agreement are directly in conflict with the Merit System Personnel Standards, the Merit System Personnel Standards shall supersede and take precedence over those provisions. The positions subject to the Merit System Personnel Standards are set forth in Appendix C.

SECTION 3

WAIVER OR BREACH OF AGREEMENT

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

SECTION 4

EMBODIMENT

4.1. This Agreement sets forth the full and complete Agreement between the County and the Union 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 Union, except those embodied herein.

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 Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

SECTION 6

WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Sections 1.4, 2.2, 5, 29, and 30 of this Agreement, the County and the Union, or its successors, expressly waive and relinquishes 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 §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 Union 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 employee representation unit, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of the Agreement if the County and the Union mutually agree to negotiate any provision hereof. If the County proposes to change anything which is subject to meeting and conferring under the law during the term of this Agreement, the County will notify the Union and will negotiate on that specific issue, if requested to do so.

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, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, union activity, or membership or non-membership in any employee organization.

7.2. The County and the Union shall share jointly in the responsibility for application of Section 7.1.

HARASSMENT

7.3. Harassment may be summarized as follows: Harassment consists of any unwelcome verbal or physical conduct directed toward an employee or member of the public doing business with the County, or an employee's participation in creating a hostile work environment. It is described in full in the Amador County Policies & Procedures Manual, which is available in each County department. This policy will be made available to all employees when employment starts. The County policy will also be made available when changes occur in state or federal law. Harassment is cause for disciplinary action as set forth in Section 18. Courtesy, consideration for others, and acknowledgment that the workplace is for working are the collective basis for avoiding harassment.

SECTION 8

COUNTY RIGHTS

8.1. The County retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law, except as such rights, privileges, powers, and authority are expressly abridged by this Agreement. Such rights, privileges, powers, and authority shall include, but 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 as long as work assignments are related to the affected employee's classification descriptions.
- H. The right to utilize volunteers or inmate workers. No employee shall be required to transport or monitor inmate workers unless said duty is set forth in the employee's job description at the time of hire or as amended with consent of the affected employee and Union. Inmate workers shall be selected in accordance with the Amador County Sheriff's Department Inmate Workers Policy. Further, no employee shall be required to supervise or monitor said inmate workers as inmates but may be required to direct inmate workers as to how to perform work for the County at the employee's job site. No employee shall be responsible for an inmate worker's conduct, whereabouts, productivity or responsiveness to instructions provided by the employee. Any inmate harassing an employee shall be immediately removed upon an employee's request.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract or subcontract any services, operations, or functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just and sufficient cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise,

and retain employees. Employee rights relevant to reclassifications are set forth in Section 25.2. hereof. Employee rights relevant to temporary assignments to a higher class are set forth in Section 25.4. hereof.

- N. The right to determine and/or change class specifications and to classify or reclassify employees 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, change, promulgate, and enforce rules and regulations to promote the safety and health of employees and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out or protect any County service, operation, function, equipment, facility, or employee or member of the public during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.
- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in conflict with a specific provision of this Agreement.

Call-Offs

8.2. The County may direct an employee to leave his/her worksite if there is insufficient work for said employee to do. Said employee shall not receive any pay, but shall receive other benefits for the time after which he/she has been directed to leave.

8.3. Call-offs shall be voluntary, or, if necessary, in order of inverse seniority within the classification in which there is insufficient work.

8.4. Any employee called off pursuant to this Section may designate said call-off time as vacation leave, holiday leave, or compensatory time off (CTO) to the extent said employee has accrued said leave or compensatory time off (CTO) in order to make up a full work day.

8.5. An employee called off after reporting to work without first having received notice of being called off for work that day as set forth in Section 23.14., et seq., shall receive a minimum of two (2) hours pay for that day.

SECTION 9

EMPLOYEE RIGHTS

Representation

- 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 him/herself individually, or from appearing in his/her own behalf in his/her employment relations with the County.

Personnel Files

- 9.3. 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 the County is permitted, or required by law, to withhold from the employee.
- 9.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.
- 9.5. Any employee shall have the right to attach to any material in his/her personnel file, in accordance with this Section, his/her comments thereon.
- 9.6. Such attachment shall be made at a time when the employee is not required to be on duty.
- 9.7. At the time of such attachment to his/her personnel file, the employee and the person causing the entry into the employee's personnel file, of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment.
- 9.8. 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 shall sign and date such attachment in his/her stead.
- 9.9. An employee may request removal of a letter of reprimand from his or her personnel file. Such request shall be submitted in writing by the employee to the Human Resources Director. The letter shall be removed from the employee's personnel file if no disciplinary action has been taken against the employee in the two years since the letter to be removed was issued.

SECTION 10

RECOGNITION

10.1. The County hereby reaffirms its exclusive recognition of the Union as the exclusive representative of all employees in the General Employees Representation Unit established by Resolution 6058, which includes clerical, technical, professional, blue collar, and supervisory employees.

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

10.3. All newly created positions assigned to the General Employees Representation Unit, represented by the Union, shall be assigned to such representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successors.

SECTION 11

UNION RIGHTS

Negotiating Representatives

11.1. The County shall allow a reasonable number of representatives designated by the Union and reasonable time off work, which shall not exceed a total of one hundred sixty-six (166) hours, without loss of pay or benefits. 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.

Notice of Intent to Open Negotiations

11.2. At least sixty (60) days prior to the expiration of the Agreement, or as set forth in Section 29, the Union shall notify the Human Resources Director, in writing, of the names of the representatives designated by the Union to negotiate with the County in accordance with Sections 11.1 and 29 of this Agreement. The Union shall notify the Human Resources Director, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the County.

Union Participation in New Hire Orientation – County Obligation to Provide Certain New Hire Information

11.3. Notice – Normally the County will give the Union ten (10) days advance notice of the planned new hire orientation via email to the Union's Chapter President or alternative Union-designated recipient. Less notice may be given if the County determines, in good faith, that acceleration of the new hire orientation is needed to serve pressing operational interests. The notice shall include the information required under AB119 including, but not limited to, the date, time and location of the new hire orientation.

11.4. Number of Union Representatives – The County will, on reasonable written notice, release from scheduled duty up to two (2) Union representatives for up to thirty (30) minutes to meet separately during the orientation with all newly hired employees.

11.5. Inability of Union Representative to Attend – If no Union representative is able to attend the scheduled new hire orientation due to prior commitments or other reasonable cause, the Union and County Human Resources Director shall mutually agree on a time at which such missed meeting segment may be rescheduled.

11.6. New Hire Information – To the extent the information is available in the Human Resource Department non-confidential files, the County shall provide the Union with the following information for each new employee within thirty (30) days of the employee's date of hire:

- a. Name;
- b. Job classification;
- c. Department;
- d. Initial work location;
- e. Work telephone number;
- f. Home telephone number;
- g. Personal cell phone number;
- h. Personal email address;
- i. Home address

11.7. . The Union shall indemnify and hold the County harmless from any loss, claim, liability or expense

(including without limitation the County's attorneys' fees and costs) arising from or related in any manner to the payment of service fees and costs or any other terms related to the deduction and distribution of dues and fees on behalf of the Union. It is also agreed that the Union shall not 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.

11.8. It shall be the employer's responsibility, once notified in writing by the Union of the amount of dues and fees as determined by the Union, to make the appropriate deductions.

Other Union Rights

11.8. The Union shall have the following additional rights:

- A. **Union Access.** Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. **Use of Facilities.** Use, without charge, of County buildings at reasonable times for Union matters. With the exception of normal wear and tear, the Union shall be responsible for any damage to County property caused by such use.
- C. **Union Bulletin Boards.** Use, without charge, of reasonable space on any County bulletin boards.
- D. **Union Communications.** Use, without charge, of any County interoffice communications systems for transmission of information concerning Union matters. 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.
- E. **Access to Information.** Review, at reasonable times, of any public material in the possession of the County.
- F. **Unit Information.** The County will provide to the designated union official via email a bi-weekly report which includes the list of all member names, union dues deduction amounts, deduction status, and deduction method.

Union Stewards

11.9. The following shall apply to Union Stewards.

- A. The Union shall have the right to elect stewards whose purpose is to avoid and/or solve employee-related difficulties prior to those issues escalating into grievance situations.
- B. The Union Stewards will perform their duties according to the following guidelines:
 - Step #1: Initial contacts from fellow employees may take place on work time if brief in nature and will be kept short. This time is not tracked as release time or time off from work.
 - Step #2: Union Stewards will seek to set an appointment to discuss the situation with the employee who made the initial contact during non-work hours.
 - Step #3: If necessary and appropriate, the Union Steward will attend formal meetings with the impacted parties to resolve the difficulty. This meeting time is tracked as release time. The Chief Steward will track release time and report used time to the Human Resources Director.

Step #4: Union stewards will be strongly encouraged to attend monthly Labor-Management Meetings. The Union will inform the Human Resources Director of the names of the stewards, their primary area of representation, and any changes in those names before the steward will be allowed any release time.

- C. The Union shall have the right to elect up to ten (10) stewards who will be given time off without loss of pay or benefits to attend formal meetings such as those identified in Step #3 or hearings held pursuant to Sections 18 or 19 as limited by this section. Such time off will be scheduled with the steward's immediate supervisor and shall not unduly disrupt the work of any employee.
- D. Except for evidentiary hearings which are the final step in Sections 18 and 19 proceedings ("evidentiary hearings"), an employee may be represented at any meeting held pursuant to said sections by either one steward, one Union representative, or one attorney. The foregoing notwithstanding, one steward may attend or represent an employee at an evidentiary hearing along with one or more Union representatives or attorneys.
- E. Training for the position of Union Stewards will be handled by the Union.
- F. The paid County time for formal meetings for Union Stewards shall be a maximum of 40 hours for all stewards as a group for each year of the Agreement (October 1 to September 30) and shall be with the approval of their Department Heads as to scheduling. The stewards' bank of hours shall be jointly administered by the Chief Steward representative and the Human Resources Director.

Reimbursable Long Term Paid Release Time

11.10. Pursuant to the provisions of SB 1085/Government Code section 3558.8, the County shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic or intermittent basis under the following procedures:

- A. The Union officer or steward shall submit a written request to Human Resources at least fifteen (15) business days in advance of the requested leave. The request shall include dates/duration, name and classification.
- B. No more than one (1) unit member shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.
- C. SEIU shall reimburse the County for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable County administrative fees of \$2.50 per employee on leave per pay period. Upon written notice from the County, SEIU agrees to reopen and meet within thirty (30) days of notice regarding administrative fees.
- D. Reimbursement by SEIU shall occur within thirty (30) day of the County's billing to SEIU.
- E. The leave of absence will be approved only if it does not interfere with the performance of

County's services and department operations, as determined by the County.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the position and location held prior to such leave, or, if not feasible, a substantially similar position without loss of seniority.

The County shall not be liable for any act, omission or injury suffered by any employee of the County if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the County is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the County.

Cope Deductions

11.11. Employees may voluntarily elect to have contributions deducted from their paychecks for SEIU Local 1021's COPE fund. Deductions shall continue until the employee revokes the authorization by written notice to the Union. The County shall transmit the amounts deducted on a bi-weekly basis in a check separate from Union dues.

SECTION 12

CONCERTED ACTIVITIES

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

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

12.3. 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.

12.4. 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 Union and its officers, agents, or members, or which the County may have against any employee who is represented by the Union.

SECTION 13

SAFETY CONDITIONS

13.1. The County and the Union agree that the need for safe working conditions shall be of importance.

Safety Equipment

13.2. 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.

13.3. 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 approved in advance of its use by the management employee who is the Agency/Department Head, or his/her designee, 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 the request of any of the employee's supervisors.

Work-Related Injury or Illness

13.4. If an employee is injured on the job, he/she should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment, if a physician has been pre-designated. If the injury or illness is NOT a medical emergency, the supervisor and employee shall, prior to the end of the employee's shift, contact the County designated provider to report the injury. If the injury is a medical emergency, call 9-1-1 to provide immediate medical assistance, then call the County designated provider to report the injury. The Supervisor may call the injury in independently if the employee is not able to participate. For further information on Injured Employee Protocol, refer to the Amador County Policies & Procedures Manual, which is available in each County department or online on the County's internal website.

Unsafe Equipment/Conditions

13.5. As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Safety Officer as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Safety Officer, if the matter has been referred to the Safety Officer. If the Safety Officer is not available on a timely basis, the Agency/Department Head, or his/her designee, shall investigate the matter and make the decision for the Safety Officer.

Right to Refuse Unsafe Work

13.6. No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once an authorized representative of the State Division of Occupational Safety and Health (OSHA), or the Safety Manager, or his/her designee, have determined the situation to be safe. An employee who unreasonably refuses to perform work is subject to discipline.

Safety Committee

13.7. The Union may appoint up to three employees to serve on the County's Safety Committee. Notice of such appointments and any changes thereto shall be delivered in writing to the County's Human Resources Director and the employees' Department Heads.

SECTION 14

PROBATIONARY PERIOD

Time Frames

14.1. A new hire employee shall be required to serve a probationary period of twelve (12) months from the date of his/her employment. A permanent employee who is promoted shall be required to serve a probationary period of six (6) months from the date of his/her promotion. A regular employee who has not completed the initial twelve (12) month probationary period who is promoted shall serve the minimum six (6) month promotional probationary period in addition to the incomplete portion, if any, of the twelve (12) month new hire probationary period. The probationary period for Professional employees is covered in Section 27.4. Newly hired probationary employees may use accrued sick leave, but are not eligible to use vacation leave for the first six months in the position. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

- A. Probationary periods will be extended by the amount of any time spent on unpaid leave. When a probationary period is extended, the respective employee's anniversary date shall also change in accordance with the extension.
- B. In addition and in some cases, it may be necessary to extend the probationary period in order to further review performance. When a probationary period is extended beyond the sixth (6th) or twelfth (12th) month, it must be mutually agreed upon, put in writing, and signed by the Human Resources Director, the Agency/Department Head or his/her designee, the Union, and the employee. When a probationary period is extended, the respective employee's anniversary date shall also change in accordance with the extension.
- C. Suspensions: A period of disciplinary suspension during the probationary period shall not be counted in calculating the probationary period.

Performance Appraisals

14.2. During the probationary period, the County will endeavor to provide each employee with a performance appraisal at least every three months as a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision-making, and the prospects of job success. During this period of employment, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

Termination During Probationary Period

14.3. A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period.

- A. **Notice.** A new probationary employee who is terminated shall be given written notice of said action.
- B. **Exceptions.** A new probationary employee who is terminated shall have no right to appeal or to grieve the termination except as may be required by law.

Return to Previous Position

14.4. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the promotional probationary period so long as they have completed the probationary period and obtained permanent status in the prior classification. 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 with permanent status may not be terminated from employment for failing to satisfactorily complete his/her promotional probationary period; but may be terminated for just and sufficient cause as set forth in Section 18.

- A. **Notice**. A promoted probationary employee who is returned to his/her previous position shall be given written notice of said action.
- B. **Exceptions**. A promoted probationary employee who is returned to his/her previous position shall have no right to appeal except as may be required by law.

Extra-Help Employees

14.5. 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.

Permanent Status

14.6. Appraisals are to be completed and processed before the end of the employee's probationary period. In the extraordinary event that a probationary employee is not appraised or does not receive a timely report of appointment to permanent status, the probationary employee shall remain on probationary status for a maximum of one additional month, unless the employee's probationary status has been extended in writing in lieu of termination. If, at the conclusion of the additional month of probationary status, the employee has not received a report of appointment to permanent status or has not been terminated, the employee shall automatically achieve permanent status.

Step Advancements

14.7. After six (6) months of continuous employment, a new or promoted employee is entitled to the appropriate step advancement. (See Section 25.17.)

New Employee Orientation

14.8. The County shall provide orientation to new employees no later than forty-five (45) days after they begin work. The orientation shall be conducted in the manner as outlined in the Amador County Policies & Procedures Manual.

14.9. The Union shall have unpaid time contiguous with the County's new employee orientation to present the Agreement and other issues of interest to the Union and its membership.

SECTION 15

PERFORMANCE APPRAISALS

Purpose

15.1. The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used:

- A. To identify the appraiser's expectations for the employee's job performance;
- B. To acknowledge above-standard performance;
- C. To prescribe the means and method of converting deficiencies to a required level of performance; and
- D. To encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency (refer to Amador County Policies & Procedures Manual).

Appraisers

15.2. Employees shall be appraised by a supervisor, an Agency/Department Head, or his/her designee, who shall have personal knowledge of the job performance of the employee.

15.3. The appraising supervisor, Agency/Department Head, or his/her designee, shall be referred to herein as an "appraiser".

15.4. Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

Participatory Nature

15.5. Appraisals are intended to be participatory in nature involving the employee's input as much as the appraiser's. Both the employee and the appraiser shall separately complete the County appraisal form and then meet to discuss and share their results. The appraiser shall then complete a final version to be placed in the employee's personnel file.

Forms

15.6. All appraisers shall use the official form provided by the County. This form shall be made available from, and distributed by, the Human Resources Department.

Permanent Employees

15.7. Permanent employees shall be appraised once per year within sixty (60) days of the anniversary of their date of hire or promotion. The County may perform additional appraisals whenever it perceives the need for such appraisal.

Performance Appraisals During Probationary Period

15.8. The employee's appraiser shall endeavor to provide an appraisal of the employee at the end of every

three month period during the probationary period. At the end of the probationary period, if retention of the employee is warranted, the appraiser shall request from the Human Resources Department, a report of appointment approving the probationary employee's change of status from probationary to permanent.

15.9. The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than twenty one (21) calendar days prior to the date when an employee's appraisal is required by this Agreement.

15.10. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

Performance Appraisals for Employees Who Have Passed Probation

15.11. The County agrees that regular performance appraisals are necessary to improve communications between the employee and the supervisor. Additionally, the County agrees that employees should be advised of any performance concerns that the supervisor may have prior to the issuance of a performance evaluation.

Review

15.12. Any appraisal, when completed, 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 the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.

Employee's Right to Respond

15.13. Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said appraisal. 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. The appraiser shall provide to the employee a copy of such written response.

Appeals

15.14. Appraisals shall not be subject to the appeal or grievance procedures.

Training

15.15. The County shall provide training and/or written guidance to all appraisers.

SECTION 16
EXTRA-HELP EMPLOYEES

16.1. From time to time, needs may arise for short-term, non-permanent positions in various positions and departments in the County. The County retains the right to hire limited-term employees to fill such extra-help positions. Employees hired for extra-help positions shall not attain regular or 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.

16.2. The County agrees to give special consideration to regular and permanent part-time employees expressing interest in additional working hours in an extra-help capacity, provided they meet all of the qualifications for the particular assignment and the assignment does not conflict with their regular or permanent part-time position, or result in overtime compensation.

16.3. For extra-help positions that are needed on a last-minute, short-term basis, e.g. clerical pool, County strives to maintain a list of interested, qualified, screened candidates. In order to locate candidates for last-minute needs, the County reserves the right, upon approval of the Human Resources Director, to utilize several sources of potential candidates, including but not limited to employment services such as Mother Lode Job Training, private staffing companies, schools and colleges. The County agrees to give special consideration to County employees who have terminated their regular or permanent full-time or part-time position with the County; provided, however, that the employee is in good standing with the County and that the employee meets all of the qualifications for the particular assignment and does not exceed nine hundred ninety-nine (999) hours for regular extra-help employees or nine hundred sixty (960) hours for annuitant extra-help employees in any given fiscal year. The County and the Union agree to meet and confer if concerns arise regarding use of extra-help employees.

Workweek

16.4. The workweek or work period established in lieu of a workweek for extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation (Section 23.22).

16.5. No extra-help employee shall have a right to work any fixed number of hours in any week or in any month nor are Extra Help employees eligible for daily overtime. The number of hours that an extra-help employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department Head, or his/her designee.

16.6. Extra-help employees are limited to working no more than nine hundred ninety-nine (999) hours for regular extra-help employees or nine hundred sixty (960) hours for retired annuitant extra-help employees per fiscal year in a temporary, seasonal, on-call, or other capacity. Extra-help employees do not receive seniority, vacation, ~~sick leave~~, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits (with the exception of shift differentials) incentives, and conditions of employment specifically provided for regular or permanent full-time or regular or permanent part-time employees except those mandated by state or federal law. Extra-help employees, with the exception of Professional 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 who are classified as Professional Employees pursuant to Section 27 hereto may be hired at Step A, B, C, D, or E, and shall not advance from the step at which they are hired. Extra-help employees are at will and do not have a probationary period or achieve permanent status.

16.7. The provisions of this Section shall not be subject to the grievance procedure.

SECTION 17

SENIORITY/LAYOFFS/RECALL

Layoffs

During budget development each year, the County will notify the Union if lay-offs are anticipated and will meet with the Union to consider alternatives to lay-offs.

17.1. A layoff is defined as the involuntary separation or permanent reduction in work hours of a permanent employee. The County will give a notice of anticipated layoff as soon as possible, but no later than 21 calendar days prior to the effective date of the layoff. Seniority shall be the determining factor for order of lay-off, bumping and recall. The County shall meet and confer with the Union regarding layoff impacts as soon as possible but no later than 21 calendar days prior to the date of scheduled layoffs.

Seniority

17.2. Seniority shall be determined as follows:

- A. Regular and permanent full-time employees shall receive one (1) month of seniority credit for each month of service within each of the seniority categories as outlined below.
- B. Regular and permanent part-time employees shall receive seniority credit by pro-rating their hours in paid status as a percentage of the bi-weekly full-time equivalent.
- C. Extra-help employees do not accrue seniority.
- D. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff, of two weeks or more, shall constitute a break in service. Separation does not include authorized leaves of absence.

Categories of Seniority Defined

17.3. Seniority shall be defined as follows:

- A. Class seniority is time spent working in a particular class.
- B. Class series is cumulative seniority within a classification series.
- C. County seniority is date of hire in a regular County position. County seniority does not include time spent performing Extra Help work.

Reductions in Seniority

17.4. Seniority shall be reduced for:

- A. Any suspensions of more than thirty (30) calendar; and
- B. Any leave of absence, without pay, for more than 30 days (unless prohibited by law).

Notice

17.5. Employees' seniority, status, and class for the purpose of determining the order of layoffs shall be fixed as of the date the Board of Supervisors determines that layoffs shall occur and designates the positions to be laid off.

Layoffs

17.6. Layoff of permanent employees shall occur within their regularly assigned class and shall be in order of their seniority within their regularly assigned class so that employees with the least within-class seniority are laid off first provided that:

- A. Extra Help employees shall be laid off first in any affected classification.
- B. Employees on initial probation in the affected class are to be laid off before permanent employees.
- C. Non-Merit Systems employees do not have the right to displace any employee who holds a Merit Systems position regardless of seniority. Employees under "Merit System Rules" will be governed by the layoff requirements of the Local Agency Personnel Standards Section 17502 through 17519.

Bumping Rights

17.7. Permanent employees subject to layoff shall have the right to displace (bump) less senior employees in the following order provided they meet the current qualification of class to which they are bumping:

- A. Employees affected by layoff may bump the least senior employee in his/her class.
- B. If the affected employee is the employee with the least seniority within the class, the employee may bump using his/her seniority by taking a position within his/her position's classification series (e.g., Office Assistant III would bump to Office Assistant II), and bumping the employee with the least classification series seniority in the lower class. Employees who promote up through a classification series may use all the time in the series to determine seniority in bumping down to a classification held before.
- C. If the affected employee is still least senior, he/she may bump into the last class for which he/she completed probation.

17.8. Extra-help and initial probationary employees do not have bumping, recall, or re-employment rights.

Part-Time/Full-Time/Extra-Help Bumping

17.9. A permanent part-time employee may bump a full-time employee or vice versa if they have greater seniority, in each case taking the bumped position with the budgeted hours. Permanent part-time and full time employees have the right to bump extra help employees performing work in the affected classification. Initial probationary and Extra Help employees do not have any bumping rights.

Ties in Seniority

17.10. In the event of a tie in classification seniority, the tie breaker will be total County seniority and (if necessary) a coin toss.

Recall from Layoff

17.11. Permanent employees laid off shall be placed on a recall list. Recall lists will be developed for each classification series for which there has been a layoff. Employees with the greatest classification seniority shall be recalled first to open positions provided the open position is no higher in class than the position previously held by the employee. Employees may choose to forego recall and remain on the recall list if the open position is a lower class than the position previously held by the employee. If an employee accepts a recall to an open position, that employee is removed from the recall list.

List Duration

17.12. Recall rights are for a period of one (1) year following layoff.

Open Positions

17.13. Permanent employees who have been laid off will be interviewed prior to considering other candidates 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, provided the employee keeps his/her contact information current with the Human Resources Department.

Right of Recall

17.14. The right of recall shall not accrue beyond the date on which the employee declines or fails to respond. Response is due within twelve (12) working days to a telephone, mailed and e-mailed notice 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. Employees are required to keep all contact information current with the Human Resources Department. Employees declining recall into a lower class shall not be deleted from the recall list.

17.15. An employee recalled from layoff shall be granted restoration of all sick leave and seniority available to such employee as of the date of layoff. The period of layoff shall, upon recall from layoff, be considered an unpaid leave of absence and shall not be considered a break in service.

SECTION 18

DISCIPLINARY ACTIONS

Just and Sufficient Cause

18.1. Disciplinary action shall consist of any of the following County actions taken against an employee for just and sufficient cause:

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

- B. Just and sufficient cause for County disciplinary action taken against a permanent full-time or part-time employee shall consist of any of the reasons set forth herein or other conduct which constitutes just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.
 - i. Evident unfitness or unsuitability for service.
 - ii. Incompetence.
 - iii. Inefficiency.
 - iv. Inexcusable neglect of duty.
 - v. Violation of any concerted activities provision.
 - vi. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
 - vii. Insubordination or willful disobedience.
 - viii. Refusal or knowing failure to perform work in accordance with County or state job safety requirements.
 - ix. Fraud in securing employment with the County.
 - x. Harassment in, or affecting, the work environment.
 - xi. 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.
 - xii. Improper political activity.
 - xiii. Dishonesty.
 - xiv. Misuse, malicious damage, or theft of County property.

- xv. Conviction of any felony or misdemeanor committed while on duty, involving moral turpitude, or directed against the County or any County employee.
- xvi. Accepting a plea of nolo contendere to any felony or misdemeanor described in section xv.
- xvii. Discourteous treatment of another employee or 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.
- xviii. Use of, or being under the influence of, any controlled substance as defined by California Health and Safety Code 11007, or its successors while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- xix. Use of, or being under the influence of, alcohol while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- xx. Breach of confidentiality as covered in departmental policies and County-wide policy as governed by the Amador County Policies & Procedures Manual.
- xxi. Engaging in inappropriate discriminatory activity against one (1) or more persons protected under state or federal law as described in Section 7 of this Agreement.
- xxii. Inability or incapacity to perform assigned job duties.

Procedures

18.2. Any person authorized by the Board of Supervisors may initiate disciplinary action (the "initiator").

18.3. There shall be no right of appeal from any disciplinary action except by a permanent full-time or part-time employee.

Progressive Discipline

18.4. The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purposes 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.

18.5. An initiator may discuss with the County Administrative Officer the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the County Administrative Officer from being the Step 2 decision maker as set forth in Section 18.15, et. seq.

Discipline

18.6. Disciplinary actions shall consist of written reprimands, suspension, temporary demotion, or dismissal 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 work telephone number of the initiator.
- B. The proposed disciplinary action.
- C. A statement of the alleged facts constituting the basis for the proposed action.
- D. A true and complete copy of any supporting written documentation of the alleged facts upon which the proposed disciplinary action is based.
- E. The tentative date upon which such proposed action will take effect.
- F. A statement of the employee's right, prior to the effective date of such proposed action, to a Skelly meeting with a County-designated Skelly Officer at which meeting the employee shall be afforded a reasonable opportunity to respond orally or in writing, to the charges.
- G. A statement of the employee's right to be accompanied by a union representative during such meeting.
- H. A statement of the employee's right to appeal the decision of the Skelly Officer as provided below.

Employee Notification

18.7. 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 on file with the Human Resources Department.

18.8. If the affected employee cannot be served in person or by certified mail addressed to the employee's last known mailing address on file with the Human Resources Department, or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) calendar days after the attempted service.

18.9. Service of a true and complete copy of the above notice, including all accompanying documentation, shall also be made upon a Union representative, the Human Resources Director, and the County Administrative Officer on or before the date on which service of such notice is made upon the affected employee.

Step 1. Skelly Rights

18.10. Within fourteen (14) calendar days after notice of a proposed action, the affected employee may request a meeting with a County-appointed Skelly Officer to present any facts or argument the employee wishes to present in contravention or mitigation of the charges. The time and place of the Skelly meeting shall be determined by the Skelly Officer. The employee may respond to the charges with his/her oral or written statements, or with written statements of others. This meeting is not an evidentiary hearing.

18.11. The parties may agree, in writing, to have the County make a tape or audio-visual recording of the meeting. The County shall make a copy of such recording available to the employee upon request within seven (7) calendar days from the close of such meeting.

18.12. The failure of an employee to timely request or appear for a Skelly meeting shall constitute a waiver of the employee's right to a Skelly meeting. In case of such waiver the County shall be entitled to rely on the facts set forth in the notice described in section 18.1 above. Waiver of the Skelly meet does not waive the employee's right to appeal the disciplinary action to the County Administrative Officer or, thereafter, to an Arbitrator.

18.13.

- A. If the employee waives the Skelly meeting, or if a Skelly meeting is requested but the employee does not attend, the County may implement the proposed disciplinary action at any reasonable time thereafter.
- B. If the employee does not waive the Skelly meeting, the implementation of the proposed disciplinary action will remain in abeyance pending the conclusion of the Skelly meeting and any investigations or additional meetings related thereto. After the conclusion, the Skelly Officer may sustain, reduce, or vacate the proposed discipline.
- C. The Skelly Officer may return a proposed disciplinary action to the Initiator for further investigation and possible amendment of charges and proposed discipline on the introduction of newly acquired evidence. Such evidence must be evidence that the County could not have reasonably discovered or acquired during the initial investigation. In the case of such after-acquired evidence, the Initiator shall provide the employee a revised notice of charges on the employee taking into account the modified evidence and charge(s). The Skelly Officer shall grant the employee no less than a seven (7) day period in which to amend the employee's presentation to the Skelly Officer to address the additional or modified evidence and charge(s).
- D. If, in light of the evidence and argument, the Skelly Officer decides that a basis for disciplinary action has been demonstrated, in the form and degree proposed by the Initiator or in a reduced form or degree, the Initiator shall give written notice thereof and its implementation date to the employee.

18.14. Within seven (7) calendar days after the written notice is provided to the employee, the employee may appeal the disciplinary action to the County Administrative Officer.

Step 2. County Administrative Officer

18.15. Notice of any appeal shall be in writing, shall set forth clearly the factual and legal bases for the appeal, and shall be filed with the County Administrative Officer and the Human Resources Director within the time limit stated in Sections 18.14.

18.16. The County Administrative Officer may conduct an investigation or informal hearing, which shall not be an evidentiary hearing, and render a decision within twenty one (21) calendar days of receiving the notice of appeal. The County Administrative Officer may uphold, modify, or revoke the disciplinary action. The County Administrative Officer shall give written notice of his or her decision to the employee, the Union, the Human Resources Director, the Skelly Officer (if any), and the Initiator. The same limitation on the increase of disciplinary action as described in section 18.13.C above applies to the County Administrative Officer.

Appeal to Step 3

18.17. The Union may appeal the decision of the County Administrative Officer, issued pursuant to Step 2 above, to Step 3 within ten (10) working days of being given notice of the County Administrative Officer's decision or, if the County Administrative Officer does not respond to the appeal, within ten (10) work days of the deadline for the County Administrative Officer's decision. The Union shall submit any appeal to Step 3 by written notice to the Director of Human Resources.

Step 3. Evidentiary Hearing

18.18. The employee or the Union may appeal the Step 2 decision as follows.

By default, appeals of suspension, demotion or dismissal will be heard by a Hearing Officer from the State

Office of Administrative Hearings.

As an alternative to the State Office of Administrative Hearings, SEIU Local 1021 may elect to appeal suspensions, pay reductions, demotions or dismissals of employees to an Arbitrator selected through State Mediation and Conciliation Service (SMCS). The Union shall include such election in its notice to the Director of Human Resources submitting the matter to Step 3. The Director of Human Resources will initiate arrangements for the State Office of Administrative Hearings to hear the dispute or request a list of seven (7) neutral arbitrators from SMCS, as dictated by the Union's election pursuant to this subsection. If the Union elects arbitration, the parties will alternately strike names to select the arbitrator, with the initial order of striking determined by a random agreed to method such as a coin toss. However, nothing herein shall preclude the Parties' representatives from selecting an arbitrator by mutual agreement. The costs of the arbitrator and court reporter (if agreed upon) shall be shared equally. However, any costs related to cancellation or continuation of the arbitration shall be borne by the cancelling or continuing party.

The Parties further agree to accept the Arbitrator's or Hearing Officer's award as final and binding on them.

18.19. The County and Union shall make available for testimony in connection with this procedure any individual whose appearance is requested by the County, employee or his/her representative, to the extent the individual's availability is reasonably within the requested Party's control.

18.20. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

Costs

18.21. Except as provided above, each party shall pay the costs of preparing and presenting its own case.

Administrative Leave

18.22. If any initiator decides to conduct an investigation into the activities of an employee which may lead to disciplinary or criminal action against the employee, or an employee has been given notice of proposed discipline which has not yet become effective, the initiator may, by written notice and upon approval by the Human Resources Director, place said employee on administrative leave.

18.23. The notice shall state the reason for placing the employee on administrative leave.

18.24. 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.

18.25. The employee may discuss his/her placement on administrative leave with the initiator at a Step 1 meeting, but there shall be no right of appeal from placement on administrative leave; provided, however that this subsection shall not prevent an employee from appealing any disciplinary action taken which is the cause for the initiator's placing the employee on administrative leave.

18.26. 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.

SECTION 19

GRIEVANCES

Information

19.1. Grievances may only concern the County's misapplication, misinterpretation, or violation of a law or this Agreement. 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. 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.

Timeliness

19.2. 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 accepts the last decision made thereon 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.

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

No Loss of Pay

19.4. The County shall allow an employee and/or his/her Union steward reasonable time off work, without loss of pay or benefits, in order to deliver a grievance to his/her Department/Agency Head or to attend a grievance hearing during normal working hours.

- A. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one (1) joint hearing on all the grievances.

Step 1. Agency/Department/Employee

19.5. Within twenty (20) 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 grievant's Agency/Department Head.

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

- B. Within five (5) working days of such a meeting, the grievant's Agency/Department Head shall serve written notice of the decision to the grievant.
- C. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the County Administrative Officer within ten (10) working days of receipt of the written decision or within ten (10) working days after the decision deadline at Step 1 has elapsed.

Step 2. County Administrative Officer

19.6. The County Administrative Officer may conduct an investigation and/or hearing and render a decision within 15 working days. If either party is dissatisfied with the decision of the County Administrative Officer he/she may appeal the decision to Step 3 within five (5) working days of being given notice of the decision. If the County Administrative Officer does not respond to the appeal within the time limits, the employee may appeal to Step 3 within five (5) working days of the expiration of the 15-day period by filing a written request with the Director of Human Resources.

19.7. The cost of hearings before the Arbitrator shall be paid sixty-five percent (65%) by the losing party and thirty-five percent (35%) by the winning party. The parties shall jointly ask the Arbitrator to decide which party is the losing party for the purpose of determining which party pays sixty-five percent (65%) of the costs of the hearing.

19.8. Any appeal arising from a Step 2 decision shall be submitted to arbitration and the arbitrator shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The Director of Human Resources will request a list of seven (7) names from SMCS and the parties will strike names to select the arbitrator.

The parties further agree to accept the Arbitrator's award as final and binding on them.

19.9. The Union has the right to intervene in a grievance and present its case when the Union does not represent the grievant and contends that a possible outcome of the grievance would be detrimental to other employees who are not grievants.

SECTION 20

SICK LEAVE AND LEAVES OF ABSENCE

Sick Leave - Eligibility

20.1. Permanent full-time and permanent part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of ninety-six hours per year. Extra-help employees earn sick leave as required by law.

- A. Sick leave shall not be earned for time compensated by State Disability Insurance (SDI); while on ~~Temporary Family Disability Leave~~ Paid Family Leave (PFL) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- B. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

~~C. Sick leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service.~~

20.2. Employees qualifying for Family Medical Leave (FMLA) or California Family Rights Act Leave (CFRA) as discussed in this section ~~shall~~ may utilize accrued sick leave, vacation, and compensatory time off (CTO) in conjunction with said leave; however, said employee shall have the option of retaining up to 100 hours of accrued sick leave and up to 40 hours of accrued vacation leave on the books as long as the employee is receiving supplemental SDI or PFL benefits. Requests to retain leave shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

20.3. The sick leave earned by an employee shall be available to the employee upon accrual.

Definition of Illness or Injury

20.4. Sick Leave may be used for the following:

- A. Actual illness or injury to the employee;
- B. Family Leave: Actual illness or injury to the employee's immediate family;
- C. Medical or dental appointments for immediate family as specified in 20.18 and 20.19; or
- D. Any qualifying injury or illness as governed by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), including Workers' Compensation illness or injury.

Unused Sick Leave

20.5. Unused sick leave shall accrue from year to year. 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 accrued sick leave hours upon simultaneous retirement and receipt of PERS benefits only.

Compensatory Time Off (CTO)/Vacation Leave

20.6. Unless expressly electing otherwise, an employee who exhausts his/her unused sick leave shall utilize his/her unused compensatory time off (CTO) until all unused compensatory time off (CTO) is exhausted, whereupon the employee shall utilize his/her unused vacation leave until his/her unused vacation leave is exhausted.

20.7. An employee may elect not to utilize his/her available compensatory time off (CTO) and/or available vacation leave up to a maximum of 40 hours of said accrued leave in accordance with the above provision by giving written notice of such election to the Personnel prior to exhaustion of the employee's available sick leave.

Doctor's Release

20.8. 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 due to illness or injury. However, 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.

20.9. Subject to the limitations under applicable law, when an employee has missed more than three (3) continuous days of employment he/she must submit to the Agency/Department Head, or his/her designee, on a form provided by the County or comparable documentation from a physician, a statement of the illness or the injury, identifying a physician seen, if any, and other supporting facts that may be deemed appropriate. That statement must be submitted to the Agency/Department Head, or his/her designee, within five (5) calendar days, unless the medical condition otherwise prevents the employee from submitting said form. All information contained in this form will be treated as confidential.

Concurrent Use of SDI/Sick Leave/Vacation Leave

20.10. **STATE DISABILITY INSURANCE AND PAID FAMILY LEAVE.** Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program (SDI) and Paid Family Leave Program (PFL). Each employee shall contribute to the plan through payroll deductions, which deductions are hereby expressly and irrevocably authorized without individual written authorizations. Accrued sick leave ~~shall may~~ be used when required by law to supplement the SDI or PFL benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and the SDI or PFL benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to apply or not to apply for disability insurance benefits ~~and shall notify the County when benefits are received.~~

- A. **Waiting Period.** State Disability Insurance benefits are payable after a seven (7) day waiting period. The employee shall use their sick, compensatory time off (CTO) and vacation leave during this waiting period before State Disability Insurance benefits start. There is no waiting period for PFL.
- B. **Coordination of Pay.** Accrued sick leave may be used to supplement the disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. The employee shall make the choice to

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apply or not to apply for disability insurance benefits. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

- C. **Option to Retain Leave.** Upon a written request, after the employee has used the required sick and/or vacation leave for the SDI Waiting Period (no waiting period for PFL), an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books while on FMLA/CFRA protected leave. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.
- D. **No Leave Accruals.** Sick leave shall not be earned for time compensated by SDI or PFL or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- E. **Employee Requirement.** If the employee requests coordination of pay, the employee shall be required to inform the Auditor-Controller department of the first day of paid disability within seven (7) calendar days of the employee's receipt of their payment stub by providing a copy of their payment stub for SDI/PFL. The employee shall continue to provide those stubs through the last day of paid disability so that their normal base pay can be coordinated with paid SDI/PFL.

Workers' Compensation Insurance

20.11. WORKERS' COMPENSATION INSURANCE. Workers' compensation insurance benefits, also referred to as temporary disability benefits, shall be extended to employees in accordance with the terms and conditions as outlined in the Amador County Policies and Procedures Manual, and the State of California. Accrued sick leave shall be used to supplement the employee's temporary disability benefit and must be exhausted prior to the use of compensatory time off (CTO), and vacation leave. The total compensation from accrued leaves and temporary disability shall not exceed the employee's base salary at the time of temporary disability. Temporary disability payments will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings.

- A. **Waiting Period.** There is a three (3) day waiting period during which time the employee shall use their available sick leave, compensatory time off (CTO), and vacation in that order. The three (3) day waiting period will be waived if the injury to the employee required hospitalization immediately, and/or the employee is taken off work for more than fourteen (14) days that need not be consecutive.
- B. **Coordination of Pay.** Accrued sick leave shall be used to supplement the temporary disability benefit and must be exhausted prior to the use of compensatory time off (CTO) and vacation leave. The total compensation from accrued leaves and temporary disability benefits shall not exceed the employee's base salary at the time of the temporary disability. Base salary shall equal the pay which the employee would have received had they worked their regular hours in their most regularly assigned class, but not in any temporarily assigned higher class, during the day of leave. Temporary disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Coordination of Pay requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.
- C. **Option to Retain Leave.** Upon a written request, after the employee has used the required sick leave, compensatory time off (CTO) and/or vacation leave for the three (3) day Waiting

Period, if applicable, an employee shall have the option of retaining up to 100 hours of sick leave and 40 hours of vacation leave accrual on the books. Requests shall be made at the time the employee requests a leave of absence. If the employee's circumstances subsequently change, the employee retains the right to utilize their accrued leave.

- D. **Leave Accruals.** Leave shall not be earned for time compensated by Workers' Compensation Insurance or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.
- E. **Risk Manager Requirement.** The Risk Manager, or designee shall inform the Auditor-Controller department of the first day of paid temporary disability benefits through the last day of paid temporary disability benefits by providing a copy of the payment stubs paid to the employee so that the employee's normal base pay can be coordinated with temporary disability benefits received.

Bereavement Leave

20.12. A regular or permanent employee shall be granted up to three (3) work days of paid bereavement leave on account of the death of any member of his/her immediate and extended family as defined in Appendix A. This includes the employee's spouse, registered domestic partner, the employee's biologic or adopted children, siblings, and the employee's biologic or adoptive parents. It also includes employees who experience reproductive loss, including a failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction. Employees may extend paid bereavement leave by using an additional two (2) paid sick leave days from their personal sick leave accrual balance.

20.13. 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 extended family.

20.14. Unless expressly electing otherwise, an employee who does not have available sick leave or desires to take additional bereavement leave may request to utilize his/her available compensatory time off (CTO) or, if all CTO is used, vacation days.

Jury Duty or Testimony on Behalf of County

20.15. Any regular or permanent 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.

20.16. The County shall require, prior to, and/or following, an employee's use of such leave, appropriate verification of the employee's need to be absent from work for service as a juror, or for appearance as a witness, in response to a subpoena to testify for the County.

Personal Necessity Leave (PNL)

20.17. No more than six (6) days annually of a regular or permanent full-time employee's available sick leave may be taken for reasons of ~~personal~~ Personal necessity ~~Necessity Leave (PNL)~~. A part-time employee shall be entitled to ~~a maximum of personal necessity leave PNL~~ in proportion to the ratio of hours worked by the part-time employee during the previous three (3) months from when said part-time employee requests the ~~personal necessity leave~~ PNL compared to the hours to be worked by a full-time employee in three months.

Responsive to the Public Safety Power Shut-off (PSPS) ~~and the coronavirus pandemic, upon approval and~~

~~adoption of this MOU and for the term of this MOU only~~, employees may designate and use an additional six (6) days of available sick leave ~~for PSPS only as outlined above and below.~~

~~20.18. Personal Necessity Leave~~PNL may be taken for any urgent personal medical or emotional need, emergency or catastrophic situation, including, but not limited to, required care of the employee's immediate family due to serious illness; routine or other preventive medical care for the employee or his/her immediate family; catastrophic destruction of the employee's property; a ~~Public Safety Power Shut-off~~PSPS that affects a County worksite or work location; and in cases of a declared public health emergency.

~~20.19. Notification of personal necessity leave~~PNL must be given prior to the employee's taking said ~~personal necessity leave~~PNL, except in cases of bona fide emergency. In the case of an emergency, the employee is still required to notify his/her supervisor prior to the beginning of the employee's regular work day or as soon as feasible after the start of the shift.

~~20.20. The employee is responsible for utilizing Personal Necessity Leave~~PNL appropriately and used in accordance with Section 20.19. The employee is responsible for certifying that PNL is being used appropriately and is not required to disclose the circumstances for PNL to his/her supervisor except in the case of PSPS leave designated by the employee as described in 20.17. The employee may be requested to provide verification for PNL used for catastrophic destruction of the employee's property. Unjustified use of personal time off may be cause for disciplinary action.

Examinations or Interviews

~~20.21. Regular or permanent 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.~~

~~20.22. 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

~~20.23. 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.~~

~~20.24. 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.~~

~~20.25. Employees shall be granted other paid, and unpaid leaves of absence, and reinstatement rights following such leaves, in accordance with the provisions of California Military and Veterans Code §389, 395, 395.01, 395.02, 395.03, 395.05, 395.1, 395.3 and 395.4, or their successors.~~

~~20.26. Any regular or permanent 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 Bank

20.27. A catastrophic leave bank may be established for permanent full-time and permanent part-time employees who qualify to receive leave donations as outlined in the Amador County Policies and Procedures Manual. The employee can apply for catastrophic leave bank in addition to applying for and receiving State Disability Insurance and/or Workers' Compensation Insurance benefits.

- A. **Applying For Donations.** The catastrophic leave bank is not continually in existence. The employee must first exhaust all their available leave banks. Vacation leave and/or sick leave may only be donated into the bank. Leave donations into the Requestor's catastrophic leave account will be based upon the donor's monetary (money) value of the donations. The maximum number of days that will be authorized per request is 30.

Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

20.28. The County shall comply with federal and state laws regarding family medical leave, as outlined in the Amador County Policies & Procedures Manual which is available in each County department and online at the County's internal website. FMLA and CFRA shall run concurrently with any other authorized leave (i.e. disability, worker's compensation, etc.). Employees may use accrued leave for purposes of FMLA/CFRA, as outlined in said Policy. Permanent employees with one (1) or more years of continuous service are entitled to take a maximum of twelve (12) work weeks of leave during a rolling twelve (12) month period. The twelve (12) month period shall begin in accordance with County Policies and Procedures and may be used for any of the following purposes:

- A. **Child Bonding Leave.** Child Bonding leave can be taken by an eligible employee for the birth, adoption, or foster-care placement of a child in order to care for the child.
- B. **Family-Care Leave.** Family-care leave can be taken by an eligible employee for care of an immediate family member who has a serious health condition.
- C. **Self-Care Leave.** Self-care leave can be taken when an eligible employee is unable to perform the essential functions of the position that the employee holds because of a serious health condition.

Maternity/Child Bonding Leave

20.29. An employee who is not eligible for leave under the Family Medical Leave Act, as outlined in the Amador County Policies & Procedures Manual and the Family Rights Act (California Government Code §12945.2) may be granted one (1) month of Child Bonding Leave in addition to the period of time the employee is considered medically disabled as a result of the pregnancy or birth of the child in accordance with State law. Any employee who is eligible for leave under the Family Medical Leave Act and the Family Rights Act may take a maximum of twelve (12) weeks of family medical leave in addition to the period of time the employee is considered medically disabled as a result of the pregnancy or birth of a child for a maximum of seven (7) months.

20.30. Employees must utilize sick leave, vacation and compensatory time off (CTO) while on FMLA and CFRA; except that employees shall have the option of retaining up to 40 hours of accrued vacation leave and up to 100 hours of accrued sick leave on the books. Employees taking Pregnancy Disability Leave are not required to utilize vacation leave.

20.31. Upon returning from FMLA and/or CFRA, the employee will be employed in the same, or comparable classification, within the department.

Search and Rescue

20.32. Employees who are members of a County or State search and rescue team who miss work due to their volunteer duties may use accrued compensatory time off (CTO), and/or vacation leave in compensation for their duties.

Other Leaves

20.33. In addition to those leaves of absence above, a leave of absence, with or without pay, may be granted for any period of time and upon any terms acceptable to it and the employee, as governed by the Amador County Policies & Procedures Manual. Except as otherwise required by law, during the period of the unpaid leave, insurance benefits are not paid by the County and leave benefits do not accrue.

20.34. An employee's pay for any 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.

No Break in Service

20.35. 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 to accrue for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as may be provided through other leaves such as FMLA, CFRA or Catastrophic Leave listed above. If the employee is not eligible for FMLA or CFRA, the County will cease the County contribution toward Health and Welfare benefits (health, dental, vision and life insurances) thirty (30) calendar days after the approved FMLA, CFRA, or Catastrophic 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.

20.36. 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.

20.37. Full-time and part-time employees may use vacation leave, holiday leave, sick leave, personal leave, and other types of paid leave only on days and during the hours on which they have been scheduled to work.

Unauthorized Absence

20.38. 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.

Reinstatement

20.39. 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 Human Resources Director, upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular or permanent 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.

SECTION 21

HOLIDAY LEAVE

Eligibility

21.1. Regular and permanent full-time employees shall be granted paid holiday leave for the following holidays:

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

Additional Paid Holidays

21.2. Any days declared by the President, and/or by the Governor of California, and which also may have been approved by resolution of the Board of Supervisors, as a public day of fast, public day of mourning, public day of Thanksgiving, or public holiday for County employees, shall entitle a regular or permanent employee to paid holiday leave for such days.

Saturday or Sunday

21.3. 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. Employees who are required by their Agency/Department Head, or his/her designee, to work on a holiday which falls on a Saturday or Sunday shall have that workday treated as a holiday and not the preceding workday if the holiday is on a Saturday or the succeeding workday if the holiday falls on a Sunday. If an employee works on a Sunday which is a holiday and also works on the following Monday, only the actual holiday would be treated as a paid holiday.

Part-Time Holiday Accrual

21.4. Regular or permanent part-time employees shall earn paid holiday leave prorated based on the number of the Employee's regularly scheduled workweek hours.

21.5. Holiday leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service.

Eligibility for Holiday Pay

21.6. An eligible employee shall be in paid status on his/her regular working day immediately preceding a holiday in order to be paid for the holiday.

Pay for Holidays Worked

21.7. A regular or permanent employee who is required, or permitted, to work on a holiday shall be granted compensation at a rate equal to the holiday plus time and one-half the employee's straight time rate of pay for all such hours worked; provided, however, that a regular or permanent employee who is required, or permitted, to work on a holiday may elect, in lieu of such compensation, to be granted compensatory paid holiday leave at a rate equal to one and one-half (1-1/2) times the employee's straight time rate of pay for all such hours worked and to receive for the holiday on which he/she is required, or permitted, to work the straight time rate of pay for his/her most regularly assigned class. Regular or permanent part-time employees required to work on a holiday shall receive time and one-half the employee's straight time rate of pay plus, if requested by the employee, available holiday time to a maximum of eight (8) hours.

Alternative Work Schedule Holiday Leave

21.8. Sheriff Technicians assigned to a 4/10 work schedule shall be credited with ten (10) hours of holiday leave for each eligible holiday.

21.9. Upon Department Head approval, employees may select one of the following options when a holiday falls on an employee's regular day off with the exception of the Road Crew who shall utilize alternative B as identified below:

- A. Revert back to a 5/8 schedule during the work period of the holiday; or
- B. Be paid for 8 hours of holiday pay, and any difference in the number of hours used on that holiday can be taken from vacation and/or CTO leave. If vacation and/or CTO leave is not available, the employee will be docked for the difference in pay; or
- C. Change the regular day off to a day other than the holiday within that work period.

21.10. Holiday leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

21.11. Department Heads shall seek to equitably rotate employee work assignments for those classifications required to be staffed on Thanksgiving, Christmas, New Year's Day and July 4.

SECTION 22

VACATION LEAVE

Eligibility and Accrual

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

- A. **Years 1-2.** For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of three and three-eighths (3.38) hours of vacation leave for every eighty (80) hours of service, up to a maximum of eighty-eight (88) hours per calendar year. Such accrual shall be credited bi-weekly.
- B. **Years 3-9.** For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of four and ninety-two hundredths (4.92) hours of vacation leave for every eighty hours ~~hours~~ of service, up to a maximum of one hundred twenty-eight hours per calendar year. Such accrual shall be credited bi-weekly.
- C. **Years 10 Plus.** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of six and forty-six hundredths (6.46) hours of vacation leave for every eighty (80) hours of service, up to a maximum of one hundred sixty-eight (168) hours per calendar year. Such accrual shall be credited bi-weekly.

22.2. Vacation leave shall not be earned by, or granted to, employees for extra-help or for standby or overtime service except as stated in Appendix A, Definitions.

22.3. 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.

22.4. 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.

22.5. 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. An employee may accrue twice their current annual vacation accrual rate. An employee cannot accrue more than twice their current annual vacation accrual rate, unless the County is unable to allow the employee time off to use vacation time. Agency/Department Heads, or his/her designees, shall make every effort to allow employees to take vacation leave during the year in which it is accrued.

22.6. 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.

22.7. An employee's pay for any day of vacation leave shall equal the pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the day of vacation leave.

22.8. Vacation leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

22.9. Any probationary employee who suffers a work-related injury shall be allowed to use accrued sick and vacation and leave to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

22.10. Those Departments that restrict the number of employees on vacation simultaneously shall annually give priority to vacation requests for the same period based on Departmental seniority.

22.11. An employee may elect to convert up to ~~twenty-four (24)~~thirty-two (32) hours of accumulated vacation to a cash payment at the employee's base hourly rate of pay for each such hour so converted, payable in October of the year after election. For example: elections made in ~~2021-2024~~ would be payable in October ~~2022~~2025. Upon payment of the hours converted by the employee, the County will simultaneously reduce the employee's vacation balance by the corresponding number of hours. To qualify for the foregoing conversion option, the employee must make the election in writing, irrevocably, on a form provided by the County's Human Resources Department. Such election must be made and the form completed and delivered to the Human Resources Department in the month of October for payment in October of the following year. An employee may not receive a cash out of vacation under this provision if and to the extent that it would reduce the employee's vacation balance below forty (40) hours at the time the payment is made. Payment on an election for a cash out that would violate the forty (40) hour requirement will be reduced to the extent necessary to conform to the forty (40) hour minimum balance requirement.

SECTION 23

HOURS OF WORK

Workday

23.1. Every department shall work a five (5) day/eight (8) hour schedule, unless a different schedule is specifically approved pursuant to this section. Employees within regular departments shall work eight (8) hours each workday (eight (8) hours including breaks, but not lunch periods) with starting times and ending times determined by the relevant Agency/Department Head, or his/her designee, which times will be consistent with this section.

Staffing Schedules

23.2. Every department doing business with the public will be staffed from 8:00 a.m. to 5:00 p.m., including lunch hours. "Staffed" means having employees present who are ready, willing, and able to interact with the public and answer the public's questions. Agencies/Departments with three (3), or fewer, employees shall comply with the provisions of this paragraph when feasible while complying with the Fair Labor Standards Act (FLSA).

Alternative Work Schedules

23.3. Upon recommendation by a Department Head, alternative work schedules may be approved by the County Administrative Officer. Examples of alternate work schedules, include, but are not limited to a "4-10" or a "9-80" plan, provided they conform to state and federal law.

Establishment of an alternative work schedule in any department is not subject to the meet and confer process; it is a management right to be determined solely by the County. However, the County will notify and seek comments from the Union prior to implementation of a new alternative work schedule.

In the event an Alternate Work Schedule proposal is declined, upon request by the Union, the County agrees to a meeting with the County Administrative Officer and the Department Head to review and discuss the reasons for the County's decision.

Lunch Breaks

23.4. A lunch period may be 30, 45, or 60 minutes for any given employee, as specified in advance by the employee's Agency/Department Head, or his/her designee.

Rest Periods

23.5. Each employee shall be entitled to take, and shall take, a 15 minute duty-free break for each four (4) hour portion of their normal day not to exceed two 15 minute breaks in an 8 or 10 hour shift, and a duty-free lunch period as set forth in Section 23.6. hereof. Rest periods shall be taken at such times as shall be determined by the employee's Agency/Department Head, or his/her designee, in consultation with the employee.

Duty-Free Breaks, Lunches

23.6. No employee may perform any duties during a lunch period or break unless emergency circumstances require the performance of duties during those periods as directed by the employee's Agency/Department Head, or his/her designee. In addition, when the needs of County service so require, other exceptions may

apply by mutual agreement of the Union and the Board of Supervisors. Snow plowing and paving crews of the Public Works Agency Road Crew may work through breaks and lunch periods when so directed by their supervisor. Work performed through breaks or lunch periods shall be paid time and may require payment at overtime rates. Breaks and lunch periods must be surrounded by work periods; breaks and/or lunch periods may not be combined, nor may they be used to shorten a work day.

FLSA Compliance

23.7. Extra-Curricular Work Activities: In order to avoid unnecessary overtime and possible violations of the Fair Labor Standards Act, whenever an employee desires to participate in extra-curricular work activities (i.e. conferences, training, etc.), the employee will be required to revert back to a regular eight (8) hour schedule for the entire alternative work schedule period, unless otherwise approved by the employee's Department Head prior to the extra-curricular event.

23.8. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of Section 23.22.

Flexible Schedules for Employee Development

23.9. Each Agency/Department Head, or his/her designee, is encouraged to consider requests from employees who may wish to modify their working schedules in order to participate in job-related training or education on their own time and at their own expense. The course work must be of such a nature that it would enhance the working skills of the employee's current position, or would contribute to skills required for a promotion within the occupational area in which the employee is employed.

Workweek

23.10. The workweek shall begin at 12:01 am Sunday and end at 12:00 am (midnight) Saturday.

23.11. The workweek or work period established in lieu of a workweek for part-time and extra-help employees shall be the same as that for full-time employees for purposes of overtime compensation (Section 23.22).

23.12. The workweek or work period established in lieu of a forty (40) hour workweek for any employee may be extended at the discretion of the County in accordance with the provisions of Section 23.22.

23.13. 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 employee works shall be determined on a periodic as-needed basis by the employee's Agency/Department Head, or his/her designee.

Canceled Shifts

23.14. The County shall telephone a designated telephone number whenever it does not require an employee to work a shift to which the employee has been previously scheduled. Said telephone call must be made at least one (1) hour in advance of the commencement of the scheduled shift.

23.15. The County's failure to make the required telephone call shall result in payment to the affected employee of two (2) hours of compensation at the employee's regular rate of pay.

23.16. It shall be the employee's responsibility to notify the supervisor, in writing, of their current address and telephone number. Failure to do so shall excuse the County from the requirements of Section 23.14, *et seq.*

Standby Compensation

23.17. Any employee assigned by the County to be on stand-by during non-duty hours (between shifts during the workweek or on a weekend) shall receive standby compensation at the rate of ~~three dollars (\$3.00)~~four dollars (\$4.00) per hour during such standby period, provided such employee makes him/herself available for, and responds to, all calls for work during such period. ~~Effective on the first day of the second pay period following adoption of the MOU by the Board of Supervisors, this amount will increase by one dollar (\$1.00) to a total of four dollars (\$4.00) per hour during such standby period.~~ Employees must remain ready and available for calls for work. "Available for calls for work" means that the employee on standby shall be in the county of his/her residence or within one (1) hour of normal driving time of the employee's regularly assigned report location. An employee assigned to standby duty shall not consume alcohol or other drug while on standby that would not be permitted while on duty as provided by County or departmental rules. Employees are required to respond to calls in accordance with departmental standards.

The Department Head or designee may temporarily assign a County vehicle to an employee who is assigned to serve on stand-by, for use in responding to call-outs during that period. The employee will return the vehicle to the Department at the conclusion of the stand-by assignment. However, if the Department determines, from time to time, that continued use of a County vehicle outside normal working hours when the employee is not on stand-by would best serve the County's operational needs, it may authorize such use.

Employees assigned Stand-By duties and who are required to perform work remotely through internet access shall be provided a laptop and an Air Card for access. Additionally, up to three (3) employees in the IT Department shall be provided a thirteen dollars and eighty-five cents (\$13.85) bi-weekly ~~monthly~~ stipend in lieu of a laptop and Air Card.

23.18. 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 of Section 23.22 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 two (2) hours of overtime work beyond the workday in accordance with the provisions of Section 23.22 below. Time worked shall commence at the time the first call is received by the employee.

In instances where the work assigned by the County occurs two (2) hours or less prior to the start of the employee's regular scheduled start time, the employee will be paid a stipend equivalent to two (2) hours of overtime work in lieu of the above and will be paid their regular hourly base wage at the start of their regular workday.

23.19. 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. If the employee uses his/her personal vehicle to respond to a call, the County shall reimburse the employee roundtrip mileage up to a maximum of 50 miles.

23.20. Standby compensation shall not be considered part of the employee's regular rate of pay for purposes of Section 23.22. below.

23.21. Employees are not entitled to Stand-by Pay for any hour(s) compensated at the overtime rate during the time assigned Stand-by Duty.

Overtime Compensation

23.22. Any non-professional employee assigned by the County to perform overtime work beyond the

workday, beyond the workweek or beyond the work period established in lieu of the forty (40) hour workweek, shall be granted compensation at a rate 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. ~~Sick leave shall not count as hours worked for the purposes of computing overtime.~~ Work performed in hours that are contiguous and otherwise eligible for overtime compensation shall receive overtime compensation regardless of a change from one calendar day to the next or one calendar week to the next.

23.2223. After Hours Phone Calls for Employees Not Assigned to Stand-by Duty. Any employee who is not assigned to Stand-by Duty as provided in Sections 23.17 through 23.21 called after hours to respond to questions or to provide counseling and/or advice and the call(s) and is on the phone in excess of six (6) minutes, shall be compensated for time worked at the appropriate overtime rate of pay.

Compensatory Time Off (CTO)

23.2324. Employees may be allowed to accrue up to a maximum of ~~eighty (80)~~ **one hundred (100)** hours compensatory time off (CTO). Prior to offering overtime work to an employee, the Agency/Department Head, or his/her designee, shall let the employee know whether CTO could be used as an alternative to cash compensation. The employee, in the event of such a choice, shall make the decision regarding the form of compensation. CTO shall be accrued at the applicable overtime rate.

Shift Differentials

23.2425. Every full-time employee, without regard to class, shall be paid a shift differential of one dollar (\$1.00) per hour for his/her workday which commences at or after 12:30 p.m., but before 9:00 p.m. (swing shift); provided, however, that every such employee shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for his/her workday which commences at or after 9:00 p.m., but before 4:00 a.m. (night shift). Every employee required by the County to work in addition to his/her workday, time which is not continuous with his/her workday, shall receive the appropriate shift differential for time so worked as if the second section of their work is beginning of a new shift or the shift differential for his/her regular shift whichever shift differential is the greater.

23.2526. Shift differentials shall not be considered part of the employee's regular rate of pay for purposes of Section 23.22 above.

Call-Back Pay

23.2627. Any employee called back to work after completion of his/her regular shift shall receive a minimum of two (2) hours compensation for the time worked in accordance with Section 23.22 above.

SECTION 24
HEALTH AND WELFARE BENEFITS

24.1. The County purchases and administers group life insurance and health, vision, and dental care insurance policies for all County employees as described herein.

Major Medical Insurance Coverage

24.2. The County provides medical insurance (through Blue Shield. The County agrees to continue to contribute eighty-seven and one-half percent (87.5%) and the employees will contribute twelve and one-half percent (12.5%) of the premium.

Health Insurance Advisory Committee

24.3. The County will continue to have a Health Insurance Advisory Committee composed of representatives from SEIU, the County and other covered employee groups. The Committee will review alternative medical plan providers as well as plan designs and make recommendations to the County for plan design changes and plan cost and administrative efficiencies. After recommendations are made the County may implement the recommended changes. However, changes to the medical plan provider shall be by mutual agreement. In addition to the representatives designated by the Union for formal negotiations with the County, as set forth in Section 11.1., the Union shall appoint four (4) representatives from this Unit to serve as members of the Health Insurance Advisory Committee and upon the joint request of the Union and the County, the County shall allow said representatives reasonable time off without loss of pay or benefits for the purpose of performing their duties. The Health Insurance Advisory Committee shall meet quarterly unless cancellation is mutually agreed upon by the Union and the County.

Other Benefits Provided by County

24.4. The County shall continue the dental, vision, and life insurance programs in effect as of the date this ~~2024~~2024-23-26 Memorandum of Understanding is ratified and adopted by the Board of Supervisors.

24.5. The County shall pay eighty-seven and on-half percent (87.5%) of the employees' dental and vision health insurance premiums and employees shall pay twelve and one-half percent (12.5%). The County will pay the entire premium for life insurance

24.6. Before the County's duty to make any such contribution arises, the employee shall authorize deduction of his/her share of the premium by payroll deduction on forms supplied by the County Auditor.

Employees Covered by Non-County Major Medical Insurance

24.7. Additionally, any full-time employee covered by major medical insurance other than the County's, after showing proof of other medical coverage thereof, may take two hundred ~~fifteen-thirty-three~~ dollars and ~~eleven~~ four cents (~~\$215.14~~\$233.04) ~~per bi-weekly pay period~~semi-monthly over twenty-four (24) pay periods in cash, or use all or part of that amount to upgrade vision, dental, and life insurance. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the full-time employee waives all benefits except life insurance, the cash total is two hundred ~~thirty-fifty-three~~ dollars and ~~fifty-eight~~four cents (~~\$233.58~~\$253.04) ~~semi-monthly over twenty-four (24) pay periods~~. A part-time employee who is covered by major medical insurance other than the County's, after showing proof thereof, may take a cash amount of two dollars and ~~sixty-eight~~ninety-one cents (~~\$2.68~~\$2.91) per hour worked for declining the medical plan only. If the part-time employee waives all benefits except life insurance, the employee may take a cash amount of ~~two~~ three dollars and ~~ninety-one~~sixteen cents (~~\$2.94~~\$3.16) per hour worked. Whether full or part-time if, during

open enrollment or based on another qualifying event, the employee re-enrolls in the County's applicable benefit program, his or her payment for waiving such benefits shall cease on the effective date of such re-enrollment.

Both Spouses Employed by County

24.8. Current "County Couples" (spouses both of whom are currently working for the County) who are "double covered" may remain double-covered with each covered by the County's major medical insurance carrier, or, at the option of the couple, one spouse would be covered by the County's major medical insurance carrier and the other may take two hundred ~~fifteen-thirty-three~~ dollars and ~~eleven-four~~ cents (~~\$215.14~~~~\$233.04~~) ~~per bi-weekly pay period~~ ~~semi-monthly over twenty-four (24) pay periods~~ in cash in lieu of medical or two hundred ~~thirty-fifty-three~~ dollars and ~~fifty-eight~~~~four~~ cents (~~\$233.58~~~~\$253.04~~) ~~per bi-weekly pay period~~ ~~semi-monthly over twenty-four (24) pay periods~~ in cash in lieu of all benefits. The double-coverage benefit shall not apply to any County couples hired after October 1, 2005; and the double-coverage benefit shall terminate for grandfathered couples whenever and if (a) either spouse takes a cash benefit for the first time instead of upgrading major medical coverage; (b) either spouse terminates his or her County employment; or (c) they divorce.

Eligibility

24.9. Every regular or permanent full-time or part-time employee who works a minimum of twenty (20) hours bi-weekly, other than those employees who are on laid off status, suspended for cause, or on unpaid leave (during which law does not require payment of the County's premium contribution), and his/her dependents, if any, shall become eligible for employee and dependent health, life, dental, and vision care insurance coverage provided by the County (dependents are not eligible for life insurance) on the first day of the month following the month in which such employee completes thirty (30) days of regular or permanent full-time or part-time service. Said employees shall be entitled to such insurance coverage without regard to the number of hours worked by such employees each month. For such employee and dependent health, life, dental, and vision coverage, the County shall contribute the County's share of the premiums each month for each regular or permanent full-time employee and for each regular or permanent part-time employee the amounts set forth.

Right to Purchase Additional Benefits

24.10. Any employee may purchase additional benefits or upgrade any benefit at the employee's own expense, by authorizing payroll deductions therefore once a year in a designated open enrollment period.

Regular and Permanent Part-Time Coverage

24.11. Regular and permanent part-time employees who work a minimum of twenty (20) hours bi-weekly shall be eligible to participate in the health program contingent upon approval of the relevant health program plan provider.

24.12. Part-time employees shall receive an insurance coverage contribution in an amount equal to the proportion of hours worked (regular, sick, vacation, holiday) in any month up to full time. The part-time employees' contributions shall be subject to change based on full-time employees' contributions set forth above.

Enrollment

24.13. Eligible employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly eligible full-time or part-time regular employee shall have fourteen (14) days from the first day of work to complete the enrollment documents required for insurance coverage. When an employee timely enrolls, coverage shall begin on the first day of the month following the month in which the employee completes thirty (30) days of service as a regular employee thereafter initial enrollment, changes in enrollment may be made by an employee during the annual open enrollment or on the occurrence of a qualifying event as specified by carrier regulations and applicable State or Federal law.

Deferred Compensation Annuity Program

24.14. Every regular or permanent 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. ~~Effective the first full pay period after adoption, the~~ County will contribute up to ~~forty-two-three dollars and eight cents (\$423.08)~~ per ~~month-bi-weekly pay period~~ to the Section ~~457-401(a)~~ deferred compensation account to each employee who at least contributes ~~forty-two-three dollars and eight cents (\$423.08)~~ to their deferred compensation account for the same ~~month-bi-weekly pay period~~. However, if the employee ceases such contributions, the County match will no longer apply.

24.15. At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.

Disability Insurance

24.16. Every employee shall be eligible for the State Disability Insurance (SDI) Program, including the ~~Family TemporaryPaid Family Leave~~ Disability Insurance Program. The premiums for said State Disability Insurance (SDI)/~~Family TemporaryPaid Family Leave~~ Disability Insurance 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.

Personal Belongings

24.17. Personal belongings that an employee is required to bring into the workplace for the performance of the duties of the job are covered by County insurance, provided the criteria as outlined in Amador County Policies and Procedures Manual has been met.

Employees in the Power Equipment Mechanic I-~~III~~-II and Lead classifications in the GSA motor pool are required to provide all of the tools in the Basic Hand Tool list. The County will provide a safe place for the storage of said tools. The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by January 1st of each year.

The County shall fully compensate said employees for department required tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County. In the case of theft, the employee requesting compensation must provide evidence that a police report regarding the incident has been filed.

The County agrees to provide all specialty tools equipment (e.g., diagnostic, machinery, etc.) and supplies reasonably necessary for the performance of assigned duties.

The County shall provide the Union and employees with the Basic Hand Tool list. Within sixty to ninety days after the adoption of the Memorandum of Understanding, the parties will meet to discuss the definition of specialty tools.

Mileage and Travel Allowances

24.18. Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore at the rate governed by the Amador County Policies & Procedures Manual, which may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement. 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.

24.19. 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 in accordance with the allowances set forth in the Amador County Policies & Procedures Manual, which meal allowances may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement.

24.20. Other allowances shall be paid to employees for travel which is required by the County in accordance with the provisions outlined in the Amador County Policies & Procedures Manual.

PERS Retirement Coverage

24.21. All employees who are eligible to participate as set forth in the contract between the County and the Public Employees Retirement System (PERS), shall participate therein according to said contract. Extra-help employees are not eligible for PERS coverage; provided, however, that the hours worked in any County fiscal year does not exceed 999 hours.

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

- A. All "Classic" members of PERS, regardless of hire date, shall pay the full seven percent (7%) PERS classic member contribution.
- B. All employees hired as new members according to PERS regulations, and pursuant to the Public Employee Pension Reform Act of 2013 ("PEPRA"), as amended, shall pay one-half (1/2) of the Normal Cost as determined by PERS.
- C. Deductions of employee pension contributions shall be by payroll on a pre-tax basis to the extent allowed by law.

24.23. The PERS retirement formula and optional benefits for employees shall be as follows:

- A. **Retirement Formulas:** The County maintains the 2% @ 55 Retirement formula for employees hired before June 1, 2011. Employees hired on or after June 1, 2011 or who are hired after January 1, 2013 as a "Classic" member will be provided the 2% @ 60 Retirement formula. Employees hired as new members according to PERS regulations shall be covered by the formula established by PEPRA.
- B. **The 2%@55 plan has the following options:**
 - California Government Code Section 20042 (One-Year Final Compensation);
 - California Government Code Section 21548 (Pre-retirement "Optional Settlement Two" Death Benefit) and
 - California Government Code Section 20965 (Credit for Unused Sick Leave).
- C. **The 2%@ 60 plan has the following options:**

- California Government Code Section 20037 (Three-Years Final Compensation)
- California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit) and
- California Government Code Section 20965 (Credit for Unused Sick Leave).

D. The 2%@62 plan has the following options:

- California Government Code Section 20037 (Three-Years Final Compensation)
- California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit), and
- California Government Code Section 20965 (Credit for Unused Sick Leave).

Retirees’ PERS Administrative Fee

24.24. The County shall pay the PERS administrative fee for retirees after the County is in the PERS major medical insurance program.

Safety Shoe Allowances

24.25. The County agrees to maintain a program for cost reimbursement of approved purchases of County required safety shoes for regular and permanent full-time and part-time employees. Overshoes are strongly encouraged to minimize the need for replacement shoes. The County will reimburse the employee for actual and reasonable costs for the shoes and/or overshoes up to a maximum of one hundred eighty-five dollars (\$185) per contract year per employee, for contract years, upon approval of the Director of Human Resources. However, an employee may forego use of this benefit in one contract year and carryover it to the next year (for a maximum of one contract year) and use up to the entire resulting three hundred seventy dollars (\$370) accumulation in the second year for one pair of required safety shoes. Lack of prudent care of shoes, including failure to use protective overshoes, may result in denial of reimbursement for replacement shoes.

The County shall provide employees in the Public Works Road Crew classifications (designated by a “*” below) who are required to routinely work in inclement weather, reimbursement of required safety shoes up to a maximum of three hundred dollars (\$300) per contract year, per employee. However, an employee may forego use of this benefit in one contract year and carryover to the next year (for a maximum of one contract year) and use up to the entire resulting six hundred dollars (\$600) accumulation in the second year for one pair of required safety shoes.

Employees who work outside an office/in the field in the following classifications shall be eligible for this benefit:

Agriculture & Standards Insp I, II and III
 Agriculture Technician
 Agriculture Technician/GIS Assistant
 Air Pollution Inspector I and II
 Airport Manager
 Animal Care Technician I and II
 Animal Control Officer I, II and III
Assistant in Civil Engineering I and II*
Associate Civil Engineer *
 Bridge & Sign Maintenance Specialist*
 Building Code Compliance Officer/CEA
 Building Inspector I, II and III
 Building Maintenance Worker I, II and III

Senior Building Maintenance Worker
Code Enforcement Officer
Construction Worker and Sr.
Custodian I and II
Dep Ag Com/Sealer of Weight, Measures
Engineering Technician*
Environmental Health Specialist I, II, and III
Environmental Health Technician I, II
Heavy Equipment Mechanic*
Mail Clerk (for warehouse work)
Mosquito & Vector Control Technician
Planner I, II, and III
Power Equip Mechanic I*, II* and ~~HH~~Lead*
Power Equip Mechanic II-Fabrication*
Public Works Project Engineer*
Public Works Inspector*
Public Works Lead Inspector*
Public Works Maintenance Supervisor*
Public Works Maintenance Worker I*, II*, III* and Lead*
Public Works Senior Project Engineer*
Public Works Senior Project Manager*
Public Works Surveyor*

Employee Wellness Program

24.26. The County agrees to provide up to \$100.00 per calendar year cost reimbursement to regular and permanent employees who participate in a health, wellness and/or physical fitness program approved by the Human Resources Director, or his/her designee. Claims for this cost reimbursement totaling up to one hundred dollars (\$100) must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year. Cost reimbursement is processed through payroll and subject to applicable taxes.

Employee Assistance Program (EAP)

24.27. Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the County. For information on the Employee Assistance Program (EAP), refer to Amador County Policies & Procedures Manual, which is available in each County department. The County shall pay for the cost of the Employee Assistance Program (EAP).

24.28. In matters involving proposed discipline against an employee, the County may, in its sole discretion, allow the employee to enter an employee assistance program to address a substance and/or alcohol abuse problem as an alternative to discipline.

Health Examinations or Fitness for Duty Tests

24.29. If any health examination or Fitness for Duty test is required of any employee by the County, the County shall provide the required examination or test or cause such examination or test to be provided. Employees shall be granted paid leave of absence for the purposes of undergoing required health examination. 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.

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

Section 125 of the Internal Revenue Code

24.31. 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.

SECTION 25

CLASSIFICATIONS AND WAGES

Equity Adjustments

25.1. An equity adjustment is a change in the range of a classification after meeting and conferring.

Reclassifications

25.2. Reclassifications occur when the County (a) determines that the duties of a particular position have changed substantially; (b) reorganizes a department or agency by changing staffing levels, duties, or positions held by specific employees; or (c) determines that the duties of a particular position as required to be performed are those of a different class.

25.3. An employee occupying a position which is reclassified to a class with the same range as the previous position shall be placed at the same step and salary. An employee reclassified to a class with a higher range shall be placed at the step which is the same as or closest to but no lower than their previous salary. An employee reclassified to a class with a lower range shall be placed at the step which is the same as or closest to but no lower than their previous salary or, if the highest step in the new range is lower than the previous salary the employee shall be Y-rated. 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. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department if they are qualified. They will also be interviewed for open positions, upon their request, within their old class in other departments prior to considering any other candidates for the position. Any refusal of an offer in the old class will terminate the Y-rate. The anniversary date of an employee whose position is reclassified pursuant to this section 25.3 will not change as a result of that reclassification.

Temporary Assignments

25.4. An employee assigned temporarily to work in a class with a higher designated range ("temporary range") than the range designated for such employee's regularly assigned class ("regular range") shall upon the recommendation of his/her Agency/Department Head, or his/her designee, and approval by County Administrative Officer, be paid in accordance with the temporary range during the temporary assignment. The recommendation from the Agency/Department Head, or his/her designee, shall include a specific time frame for the temporary assignment. The temporary assignment shall not begin until the County Administrative Officer approves it.

25.5. During that temporary assignment, the employee shall retain whatever step in the temporary range shall result in a wage increase.

25.6. An employee who believes that an Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a temporary range higher than the employee's regular range, and who is not receiving the temporary range, may request through the Agency/Department Head, or his/her designee, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall, within five (5) working days, approve or disapprove the employee's request and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee being paid at the temporary range shall be sent to the County Administrative Officer for action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.

25.7. If the Agency/Department Head, or his/her designee, disapproves the employee's request, the County Administrative Officer, or his/her designee, shall investigate the request and the Agency/Department Head's, or his/her designee's, decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the County Administrative Officer shall approve the temporary range.

25.8. If the County Administrative Officer denies the request, the employee may file a grievance thereon.

Promotions

25.9. Promotions occur when an existing employee receives a report of appointment to a class with a higher range than their current position through the competitive open position process. Any employee receiving a promotion shall receive, at a minimum, a wage increase which is at least a five percent (5%) increase from their previous salary within the salary range for the new class and shall receive a new step anniversary date. If an employee had previously qualified for, and had received longevity pay, and is promoted to a higher range, the five percent (5%) increase will be calculated on Step E of the range that the qualifying employee left. If the qualifying employee is placed at either Step A, B, C, D, or E of the higher range, the qualifying employee will also receive the appropriate longevity pay in addition to the wage received at the new range and step.

25.10. The following classes within a classification series automatically, upon successful completion of probation or appropriate licensing, advance to the next class in a classification series, but no further. These classes are the only classes which so advance automatically. Internal applicants who are promoted to any classification that has automatic progression must meet the minimum qualifications of the higher level before automatically progressing to the higher level in the series.

Positions with Automatic Progression

Classes	Progression	Department
Behavioral Health Clinician	I-II	Behavioral Health Health and Human Services
Building Inspectors	I-II	Building
Deputy Public Conservator/Guardian/Administrator	I-II	Public Conservator
Eligibility Worker Specialist (IMS)	I-II	Social Services Health and Human Services
Employment & and Training Worker (IMS)	I-II	Social Services Health and Human Services
Finance Assistant Account Clerk (IMS)	I-II	Social Services Health and Human Services
Administrative Assistant Office Assistant (IMS)	I-II	Social Services Health and Human Services
Planner	I-II	Community Development Planning
Public Works Maintenance Worker	I-II	Public Works Department
Social Worker (IMS)	I-II	Social Services Health and Human Services
Staff Services Analyst (IMS)	I-II	Social Services

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Wages

25.11. The wage schedule designated as the schedule for October 1, ~~2024-2024~~ in the attached Appendix B shall take effect October 1, ~~2024~~2024. It reflects a base wage rate increase of ~~three and one-half percent (3.5%)~~five and three-quarters percent (5.75%) of the base wage rates in effect on September 30, ~~2024~~2024. The wage schedule designated as the schedule for October 1, ~~2022-2025~~ in the attached Appendix B shall take effect October 1, ~~2022~~2025. It reflects a base wage rate increase of ~~two and one-half percent (2.5%)~~three and one-half percent (3.5%) of the base wage rates in effect on September 30, ~~2022~~2025.

25.12. The County uses the following counties for comparison purposes: Calaveras, Nevada, San Benito, Tuolumne, and Yolo.

25.13. Subject to the provisions of Sections 20, 21, 22, and 24 above, every employee shall be paid in accordance with the wage schedule, except when absent from his/her duty with paid leave authorized in accordance with the provisions of this Agreement, and be paid on a salary basis computed at 2080 hours per year. Employees are only paid for the time actually worked, plus sick, professional, and vacation leave. A full-time employee's pay period shall be from the first of the month to the end of the month, except as may be changed as provided in 25.15. New employees and terminated employees shall be paid for the actual hours worked from the first working day of the month.

~~25.14. The County will pay all full-time employees in the bargaining unit a one-time payment of \$2,000.00 for the elevated risks they have faced and continue to face during the COVID-19 public health emergency. The eligibility period for the premium pay are bargaining unit employees actively employed by the County at the start and end of the first full pay period following Board adoption of the successor MOU. Bargaining unit part-time and extra help employees are eligible for premium pay on a pro-rated basis using regular hours worked during the twenty-six (26) pay periods prior to the eligibility period. Extra help retired CalPERS annuitants are not eligible for the additional compensation per Government Code section 7522.56(d).~~

~~25.15. Effective January 1, 2022 the County shall raise the base wage salary range for Custodian I so that Step A is at the State minimum wage with a corresponding percentage increase at each step of the salary range. Custodian II shall receive a corresponding increase so as to maintain the internal alignment of the classification series.~~

Warrants

25.14. The dating and issuing of payroll warrants shall be on a bi-weekly basis. The County shall offer direct deposit of paychecks, if an employee so elects, and has worked two (2) months of continuous employment.

Step Advancements

25.15. Step advancement for a permanent employee shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Sections 14 .1. and/or 18 above.

25.16. A permanent 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 as a regular or permanent employee in his/her regularly assigned class. If such employee completes his/her first six (6) months of employment as a regular or permanent 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, a permanent employee hired or promoted at Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

25.17. A permanent 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 permanent employee in his/her regularly assigned class. If such employee completes his/her first year of employment as a permanent 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, a permanent employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

Longevity Increases

25.18. Permanent employees shall receive longevity wage increases on their base pay on the first calendar day of the month following the month in which such employee has completed the benchmark of when they have completed ten (10), fifteen (15), and twenty (20) continuous years of regular and permanent County employment. At the completion of each of these benchmark years (10, 15, 20), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<i>Completed Years of Service</i>	<i>Base Salary Adjustment</i>
<i>10</i>	<i>2.500%*</i>
<i>15</i>	<i>5.063%*</i>
<i>20</i>	<i>7.700%*</i>

**These amounts do not "stack" or "combine".*

Effective October 1, 2025, permanent employees shall receive longevity wage increases on their base pay on the first calendar day of the month following the month in which such employee has completed the benchmark five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) continuous years of regular and permanent County employment. At the completion of each of these benchmark years (5, 10, 15, 20, 25, 30, 35, 40), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

<i>Completed Years of Service</i>	<i>Base Salary Adjustment</i>
<i>5</i>	<i>2.500%*</i>
<i>10</i>	<i>5.063%*</i>
<i>15</i>	<i>7.700%*</i>
<i>20</i>	<i>10.390%*</i>
<i>25</i>	<i>13.150%*</i>
<i>30</i>	<i>15.650%*</i>
<i>35</i>	<i>18.150%*</i>
<i>40</i>	<i>20.650%*</i>

**These amounts do not "stack" or "combine".*

The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than thirty (30) calendar days prior to the date when an employee's appraisal is required by this Agreement. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and other appropriate documentation are completed by the Human Resources Department. When a formal performance appraisal is not completed within thirty (30) calendar days of the required date, the employee shall, for all purposes, be deemed to have received a rating for "Meets" standards for the sole purpose of applying this section.

25.19. A period of suspension pursuant to Section 18.4. shall not be deemed to cause a discontinuance in

years of employment for the purpose of step advancements set forth in Section 25.21., but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancements.

Miscellaneous Stipends

25.20. Any employee working for the Public Works Agency Road Crew who has been certified by the Department of Motor Vehicles and who has been assigned the task of DMV Officer as part of his/her regular duties shall receive a stipend for \$100.00 per year as long as the DMV in-house program is in place.

25.21. The Side Letter(s) of Agreement set forth in Appendix D of this Memorandum of Understanding and addressing the below topic(s) are by this reference incorporated into this Memorandum of Understanding:

A. Data From County-Issued Electronic Devices

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

25.23. Department Heads may designate employees as bilingual service providers. Designated employees shall be paid a bilingual pay differential of five percent (5%) above the employee's base wage for all hours of actual work, worked overtime, and leave taken, when so designated.

Bilingual pay may be provided for an employee with proficiency in any language (including sign language or Braille) who has passed a proficiency test administered ~~with~~whether by the Human Resources Department or State Merit System, and whose position has been determined by the County Department Head to be necessary to provide primary bilingual services.

Employees shall be designated as bilingual service providers if they are using their bilingual skills a minimum of twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement will be reviewed by the Human Resources Director on a case by case basis and that determination shall be final. Employees receiving the differential may be required by their Department Head to assist other County Departments' staff in providing bilingual services, where necessary. Employees providing bilingual service in the County will be expected to adhere to Departments' rules concerning confidential information and may be asked to sign a statement acknowledging their understanding of the confidentiality of information.

The County shall adopt a language proficiency testing process to determine employees' qualifications to serve as a bilingual skill provider. The County shall utilize existing bilingual skilled employees to assess employees' bilingual capabilities when possible. For employees in positions designated in the Memorandum of Understanding as Merit System Positions, testing shall be conducted through the State Merit System.

25.24. Employees represented by SEIU in the Sheriff and Probation Department Offices will receive a bi-weekly stipend of eighteen dollars and forty-six cents (\$18.46) per bi-weekly pay period beginning after one year of employment, for care and maintenance and replacement of required work attire. In the Sheriff's Office, required clothing is purchased by the Department when employment begins; in the Probation Office, new employees will be reimbursed up to three hundred dollars (\$300) upon providing receipts for the purchase of specifically required clothing. Specifics of attire are separately stated by each Office.

25.25. Incumbents in the Public Works Maintenance Lead Worker classification assigned Lead Work duties over AB109 participants will receive a five percent (5%) differential stipend over their base wage. For any days when AB109 participants are not assigned to the road crews, the stipend will not be paid; a stipend will be paid only for those days when AB109 participants are assigned to the road crews.

~~25.26. — Incumbents in the Crisis Services Counselor classification in Behavioral Health will receive a bi-weekly stipend of five percent (5%) differential stipend over their base wage upon attainment and providing a copy of a license issued by the California State Board of Behavioral Science Examiners (BBSL) as either a Marriage Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Caseworker (LPCC), or the Board of Clinical Psychologists.~~

~~25.27. — Incumbents in the Utilization and Quality Management Coordinator classification in the Behavioral Health Department will receive a five percent (5%) stipend upon attainment and providing a copy of a license issued by the California State Board of Behavioral Science Examiners (BBSL) as either a Marriage Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW); Licensed Professional Clinical Counselor (LPCC) or the Board of Clinical Psychologists.~~

~~25.2826. — Incumbents in the Outreach Technician classification assigned medical assisting in Public Health functions will receive a five percent (5%) differential stipend over their base wage. The additional minimum qualifications for this assignment will be: “Completion of medical assisting training program within three months of appointment.”~~

~~Additional duties will include ordering medical supplies, assisting medical personnel with set-ups/preparation for appointments, screening vitals, administering prescribed injections under close supervision, assisting with processing of consent forms, ensuring that laboratory specimens are properly processed and assisting Public Health medical personnel with Public Health programs.~~

~~25.29. — Incumbents in the Medical Psychiatric Records Clerk classification assigned duties as a Medical Assistant in Behavioral Health functions will receive a five (5%) differential stipend over their base wage. The minimum qualifications for this assignment will be: “Equivalent to graduation from a medical assisting training program, and two years of related experience, or four years of responsible clerical experience in a medical setting.”~~

~~Additional duties will include ordering medical supplies, assisting medical personnel with set ups/preparation for appointments, screening vitals, assisting with processing of consent forms, ensuring that laboratory specimens are properly processed, and assisting Behavioral Health medical personnel with behavioral health programs.~~

SECTION 26

OPEN POSITIONS

Disclosure by Applicants

26.1. The County shall include in the standard application for employment, the requirement that the applicant disclose his or her knowing, or having had any relationship outside of the workplace, with the hiring Agency/Department Head, or other hiring person, and a description of the context or venue in which the knowing or relationship with the hiring Agency/Department Head or other hiring person occurred.

Notice

26.2. In order to insure that all employees have an opportunity to apply for open County positions, the Human Resources Director shall cause to be posted notice of each open position on bulletin boards, including Union-designated bulletin boards in every staffed County building as soon as possible, but under no circumstances later than five (5) working days prior to the application deadline. Positions will be designated as an "open recruitment", defined as open to any applicant, or an "internal recruitment", defined as open to applicants who are currently employed by the County or any of its special districts. Said notice shall also be sent to each Union steward. The Human Resources Director shall also cause to be posted positions on the County web page.

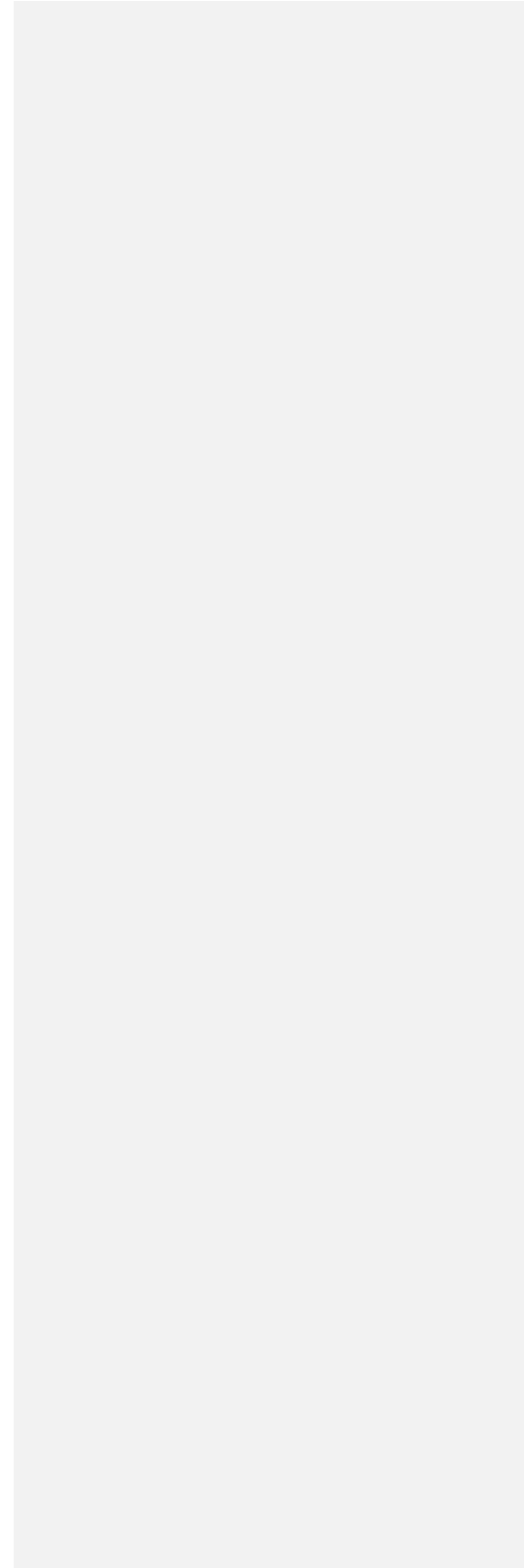
Filling of Positions

26.3. The filling of open positions shall be conducted in the following manner:

- A. The Human Resources Department shall review all applications submitted for the open position. He/she shall eliminate from further consideration all applicants who do not meet the minimum qualifications for the position.
- B. A screening committee shall be formed by the Human Resources Director or his/her designee. The screening committee shall include the Agency/Department Head, or his/her designee, in whose department the position is to be filled, the Human Resources Director or his/her designee, a represented employee selected by the Human Resources Director, and, if deemed appropriate by the Human Resources Director, a knowledgeable person employed by another county or agency.
- C. The screening committee shall meet and decide which of the qualified applicants are the most qualified.
- D. The screening committee shall interview the most qualified applicants.
- E. After interviewing the most qualified applicants, the screening committee shall rank those applicants and recommend the hiring of one (1) thereof, based on the applications and interviews.
- F. All work of the screening committee shall be done in confidence; provided, however, that the represented employee may report to the Union the results of the screening committee. The Union shall keep in confidence the report made by the represented employee.
- G. The Agency/Department Head, or his/her designee, shall fill the open position with one (1) of the

five (5) top-ranked applicants.

H. The Union shall be given notice by the Human Resources Director of which applicant has been selected to fill the open position.



SECTION 27

PROFESSIONAL EMPLOYEES

27.1. The Professional category shall be comprised of the classifications as listed in Appendix B (Classifications and Wages):

27.2. Professional employees as outlined herein shall not be subject to Section 23 (Hours of Work) as outlined by this Agreement as it relates to overtime and compensatory time off (CTO). These employees are exempt from overtime requirements as outlined by the Fair Labor Standards Act (FLSA). Instead, Professional employees shall work a flexible schedule to be determined in consultation with their Agency/Department Head, or his/her designee. Except in instances where Behavioral Health FLSA exempt staff are assigned or directed by their supervisor to provide crisis services outside of their regularly scheduled work hours.

The foregoing notwithstanding, Behavioral Health Therapists shall receive overtime pursuant to Sections 23.17 and 23.18 only.

27.3. Professional employees shall accrue up to five (5) days of professional leave each calendar year which may be utilized upon completion of their probationary period. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Part-time professional employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work.

Eligible Classifications:

Behavioral Health Care Nurse I
Behavioral Health Care Nurse II
Behavioral Health Care Nurse III
Behavioral Health Rehabilitation Specialist
BHC Program Manager (Community Services)
BHC Program Manager (Clinical Services)
Behavioral Health Care Clinician I
Behavioral Health Care Clinician II
Behavioral Health Care Clinician III
Crisis Services Coordinator I
Crisis Services Coordinator II
Crisis Services Counselor I
Crisis Services Counselor II
Health Educator I
Health Educator II
Mental Health Rehab Spee
Licensed Vocational Nurse
Medical Case Management Registered Nurse
Nurse Practitioner
Public Health Nurse I
Public Health Nurse II
Public Health Nurse Supervisor
Public Health Program Coordinator
Public Health Program Manager
Public Health Program Manager-Grants Management
Registered Nurse (Health)
Utilization & Quality Management Coordinator I
Utilization & Quality Management Coordinator II

27.4. The probationary period for Professional employees shall be twelve (12) months. Employees are subject to the probationary provisions as outlined in Section 14 of this employee bargaining agreement.

27.5. The salaries for Professional employees are outlined in Appendix B (Classifications and Wages).

27.6. Promotions from level to level for Professional employees are subject to approval by the County Administrative Officer, upon recommendation by the Agency/Department Head, or his/her designee.

SECTION 28

LABOR-MANAGEMENT COMMITTEE

28.1.1 In order to encourage open communication, promote harmonious relations, and resolve matters of mutual concern, the parties agree to maintain a Labor-Management Committee subject to the following:

- A. The Committee will meet monthly, or as mutually agreed by the parties.
- B. The role of the Committee will be advisory in nature. The Committee will have no authority to delete from, add to, or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The Committee will be composed of representatives appointed by the County and representatives appointed by the Union. The County shall seek to have staff from within the County Administrator's Office as its representative. At least one of the Union representatives will be a Union official. Observers and guests may be invited by either party when their presence will be helpful in the resolution of specific issues. Meetings will be held on non-paid time, generally planned for lunchtime.

SECTION 29

RECOMMENCEMENT OF NEGOTIATIONS

29.1. Either the Union 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 negotiations not earlier than June 1, ~~2023~~2026, and not later than August 1, ~~2023~~2026.

29.2. If the Union or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence not later than August 10, ~~2023~~2026; provided, however, that neither the Union 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 10, ~~2023~~2026.

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SECTION 30

TERM, WITNESSES, AND SIGNATORS

30.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on October 1, ~~2021-2024~~ or the date it is adopted by the Board of Supervisors, whichever is later, and shall remain in effect through September 30, ~~2023-2026~~. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Union notifies the other not later than August 1, ~~2021-2026~~ or, in the case of automatic renewal, the applicable August 1, of its request to modify, amend, or terminate this Agreement.

30.2. In witness whereof, this Agreement was ratified by a membership vote of the Union and said ratification reported to the County on ~~November 1, 2021~~ October 31, 2024.

30.3. In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on _____.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

Done this day, _____, 2024.

For the County of Amador, California:

For SEIU Local 1021:

Brian Oneto, Chair
Board of Supervisors

Cheryl Harris, Field Representative

Bill Petrone, Region E Director

APPROVED AS TO FORM:
GREG GILLOT, COUNTY COUNSEL FOR
THE COUNTY OF AMADOR, CALIFORNIA:

David Canham, Executive Director

By: _____

Cynthia Landergen, Bargaining Team

Jason Chien, Bargaining Team

Daniel Weddle, Chapter Board President

Charles Tine, Bargaining Team

Shannon Diener, Bargaining Team

Carol Hobson, Bargaining Team

Patricia Orey, Bargaining Team

Erica Vargas, Bargaining Team

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.

Absentecism. 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.

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

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.

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

Catastrophic Destruction. An extreme misfortune to property owned or possessed by an employee.

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

Child. A biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.

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.

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

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.

County Administrative Officer. Shall include any County officer or employee designated by the County Administrative Officer to act on 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 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.

Disabled 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, retaining a job, or advancing in employment.

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.

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.

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 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, policies, 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.

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.

Family Definitions: 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.

Immediate Family. The employee's parent, child,

spouse/ registered domestic partner and child of domestic partner.

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 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.

Grievant. A specific, named employee or employees covered by this Agreement and shall not include the Union or a class or group of employees not identified by name along with specific grievances.

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.

Incumbent. A person currently occupying a particular position.

Independent Contractor. A person hired to perform certain duties for a specified 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.

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.

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.

Life Partner. For the purposes of this MOU, life partner shall include but not be limited to any person cohabiting with the employee on a sustained basis for at least the previous twelve months while not paying to or receiving rent or other consideration from the employee.

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-one-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.

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 appraisal 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.

Permanent. An employee who has successfully completed the requirements of a probationary period for his/her position.

Human Resources Director. Shall include any County officer or employee designated by the Human Resources Director to act on his/her behalf in his/her absence.

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.

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 appraise 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. A merit-based 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 new classification with a higher designated range of the classification from which such employee was promoted.

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

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

Regular Employee. An employee who is appointed to a regular budgeted position who is serving the initial probationary period.

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

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), sick leave, or professional leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

Shift Differentials. Extra pay allowances made to employees who work on a shift with hours that may

represent a hardship. Shift differentials usually are expressed as a percentage of pay, or in cents per hour.

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

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 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.

Steward. A County employee who is a member of the General Unit elected to represent other Unit employees in their relations with the County.

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.

Union Representative. An employee of the Union and not of the County who represents Unit employees in their relations with the County.

Worker's 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

**GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
5.75% Increase Effective 10/01/2024**

INSERT UPDATED SALARY TABLE

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.

*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX B
PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
5.75% Increase Effective 10/01/2024

INSERT UPDATED SALARY TABLE

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

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APPENDIX B

**GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
3.5% Increase Effective 10/01/2025**

INSERT UPDATED SALARY TABLE

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

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APPENDIX B

**PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
3.5% Increase Effective 10/01/2025**

INSERT UPDATED SALARY TABLE

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.

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APPENDIX C

Merit System Positions
Department of Social Services

~~Administrative Assistant I/H~~
~~Administrative Assistant, Senior~~
~~Administrative Assistant, Translator~~
~~Administrative Supervisor~~
~~Eligibility Worker I/H/HH~~
~~Eligibility II Translator~~
~~Eligibility Worker Supervisor~~
~~Employment Training Supervisor~~
~~Employment Training Worker I/H/HH~~
~~Finance Technician~~
~~Fiscal Officer~~
~~Systems Support Analyst~~
~~Social Service Aide~~
~~Social Worker I/H/HH~~
~~Senior Finance Assistant~~
~~Social Worker Supervisor I~~
~~Accountant I/H~~
~~Social Services Program Manager~~
~~Staff Service Analyst~~
~~Staff Services Analyst III~~
Account Clerk I (IMS)
Account Clerk II (IMS)
Account Clerk III (IMS)
Accounting Technician (IMS)
Adult Services Program Manager (IMS)
Chief Fiscal Supervisor (IMS)
Eligibility Program Manager (IMS)
Eligibility Specialist I (IMS)
Eligibility Specialist II (IMS)
Eligibility Specialist III (IMS)
Eligibility Supervisor (IMS)
Employment and Training Supervisor (IMS)
Employment and Training Worker I (IMS)
Employment and Training Worker II (IMS)
Employment and Training Worker III (IMS)
Housing Services Program Manager (IMS)
Office Assistant I (IMS)
Office Assistant II (IMS)
Office Assistant III (IMS)
Office Assistant Supervisor I (IMS)
Screeener (IMS)
Services Support Assistant I (IMS)
Services Support Assistant II (IMS)
Services Support Assistant III (IMS)

[Social Service Aide \(IMS\)](#)
[Social Services Program Manager \(IMS\)](#)
[Social Worker I \(IMS\)](#)
[Social Worker II \(IMS\)](#)
[Social Worker III \(IMS\)](#)
[Social Worker IV \(IMS\)](#)
[Social Worker Supervisor I \(IMS\)](#)
[Staff Service Analyst I \(IMS\)](#)
[Staff Service Analyst II \(IMS\)](#)
[Systems Support Analyst \(IMS\)](#)

A copy of the Merit System Regulations may be obtained by contacting the Amador County Human Resources Department.

APPENDIX D


SIDE LETTER A
"County Issued Electronic Devices"
(05/26/2016)

SIDE LETTER AGREEMENT


The Service Employees International Union Local 1021 and Amador County agree to the following procedures regarding use of County-issued electronic devices:

Data from County-issued electronic devices (including tablets, "smart" phones, portable computers) will not be used for routine monitoring of employees. However, data from county-issued electronic devices may be used in the course of pending disciplinary investigations.

SEIU Local 1021


Dennis Mallory, Field Representative

5/26/16
(Date)


Robert Taylor, President

5/26/2016
(Date)

Amador County:


Chuck Iley, County Administrative Officer

5/26/16
(Date)


Judy Dias, Human Resources Director

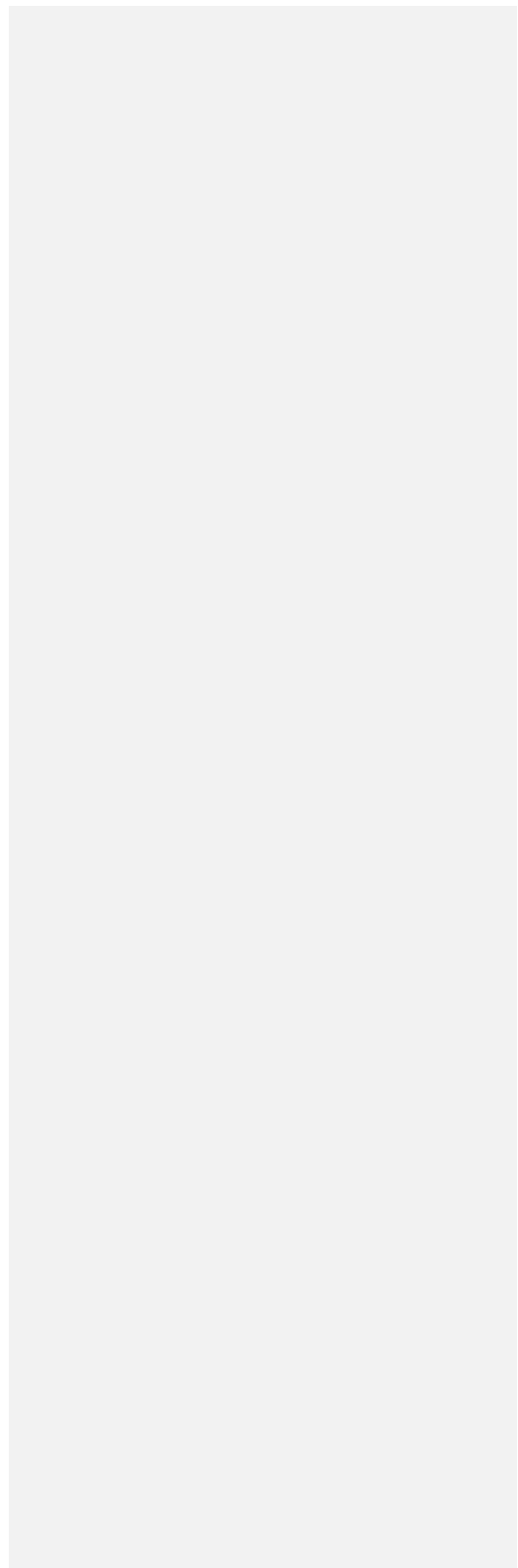
5/26/16
(Date)

APPENDIX D

SIDE LETTER B

**“Behavioral Health Rehabilitation Specialist Stipend”
(03/23/2021)**

INSERT COPY OF SIGNED SIDE LETTER



APPENDIX D

SIDE LETTER C
“Health Educator I Stipend”
(03/23/2021)

INSERT COPY OF SIGNED SIDE LETTER

