

Memorandum of Understanding

COUNTY OF SUTTER

AND

DEPUTY SHERIFFS' ASSOCIATION

July 1, 2021 through June 30, 2023

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MEMORANDUM OF UNDERSTANDING DEPUTY SHERIFFS' ASSOCIATION

This Memorandum of Understanding ("MOU") is made and entered into between the SUTTER DEPUTY SHERIFFS' ASSOCIATION (hereinafter referred to as "Association") and the COUNTY OF SUTTER (hereinafter referred to as the "County") pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.).

The Sutter County *Personnel Rules and Regulations* and *Rules Governing Employee Compensation, Benefits and Working Conditions* shall be applicable to all members of the Deputy Sheriffs' Association except that where the County's Rules are in conflict with provisions of this Memorandum of Understanding (MOU), the negotiated MOU language will take precedence. In the event the MOU is silent, the County's Rules shall apply.

The Parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, and it is mutually agreed that the term of this MOU shall commence on July 1, 2021, and end on June 30, 2023.

ARTICLE 1 RECOGNITION

1.1 Exclusive Representative

County recognizes the Association as the recognized bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees of the County whose employee classifications are contained within the Law Enforcement Unit of the County as established in accordance with the Sutter County Employer-Employee Relations Policy, Resolution No. 77-21. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the County. This agreement will be available on the Human Resources page of the County website.

1.2 Payroll Deduction

During the term of this MOU, upon the Association's receipt of an executed voluntary written authorization, and notification of same to the County via a Certified Written Member List, the County shall deduct Association dues from the salaries of its members. The amounts to be deducted for Association dues shall be certified in writing to the County by the appropriate Association official via the Certified Written Member List. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legal required deductions are made. Such deductions shall be forwarded to the Association within ten (10) working days following such deductions from the employee's pay.

Authorization for dues deductions shall be revocable by the employee upon fifteen (15) days' advance written notice to the Association. Inquiries by an employee to cancel dues deductions shall be directed to the Association.

The employer shall not be liable to the Association, employees, or any party by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall hold the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by County under this article.

1.3 Scope of Representation

The Scope of Representation of the Association shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

1.4 No Discrimination

The County shall not interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Sutter County Employer-Employee Relations Policy, Resolution No. 77-21.

1.5 Prevailing Rights

This MOU contains all the covenants, stipulations, and provisions agreed upon by the Parties. Except as amended by this MOU, it is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered herein shall remain the same as those in existence on June 30, 2018, subject to the changes in such items contained in Board Resolution 83-123 and MOU of parties entered subsequent to June 30, 2018.

1.6 Full Understanding, Modifications, Waiver

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the Association voluntarily and unqualifiedly waives its rights, and agrees that the County shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties

hereto unless made and executed in writing by all parties hereto, and if required, approved, and implemented by the Board.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

1.7 Continued Performance of County Service

Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slow-down, speed-up, sick-out, or other work action for any cause or dispute whatsoever, either with the County or with any other person or organization, including compliance with the request of other labor organizations to engage in such activities. In the event of work stoppage as enumerated above, the Association, its officers, agents, and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

Any employee engaged in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the County for redress and/or damages.

The inclusion of this Article in this contract shall in no way be deemed to stop the County from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 All management rights and functions, except those which are limited in this MOU, shall remain vested exclusively in the County. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- (a) Manage the County.
- (b) Schedule working hours.
- (c) Institute changes in procedures.

- (d) Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee.
- (e) Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- (f) Determine services to be rendered.
- (g) Determine the layout of buildings and equipment and materials to be used therein.
- (h) Determine processes, techniques, methods, and means of performing work.
- (i) Determine the size, character, and use of inventories.
- (j) Determine financial policy including accounting procedure.
- (k) Determine the administrative organization of the system.
- (l) Determine the size and characteristics of the work force.
- (m) Determine the allocation and assignment of work to employees.
- (n) Determine policy affecting the selection of new employees.
- (o) Determine the establishment of quality and quantity standards and judgment of quality and quantity of work required.
- (p) Determine control and use of County property, materials, and equipment.
- (q) Place work with outside providers as authorized by Government Code Section 31000.
- (r) Determine the merits, necessity, or organization of any service or activity provided by law or executive order.
- (s) Require employees, where necessary, to take in-service training courses during work hours.
- (t) Determine duties to be included in any newly created job classification.
- (u) Determine the necessity of overtime and the amount of overtime required in the event of any emergency.

- (v) Take any necessary action to carry out the mission of the County in cases of an emergency.
- (w) Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the County, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection thereof, shall be limited only by the terms of this contract, and then only to the extent such terms are in conformance with the law. This Article is not intended to limit the County's obligation to meet and confer regarding mandatory subjects of bargaining or, under appropriate circumstances, the impacts of its Management Rights decisions.

ARTICLE 3 SALARY

3.1 Salary Schedule:

- A. Effective the second full pay period after adoption of this MOU by the Board, the County will provide a two percent (2%) salary increase to each bargaining unit member.
- B. Effective the first full pay period in July 2022, the County will provide a two percent (2%) salary increase to each bargaining unit member.
- C. Effective the second full pay period after adoption of this MOU by the Board, the County will provide a four and one-half percent (4.5%) equity salary increase to the classifications of Public Safety Dispatcher I, Public Safety Dispatcher II, and Supervising Public Safety Dispatcher.
- D. Effective the first full pay period in January 2022, the County will provide a four and one-half percent (4.5%) equity salary increase to the classifications of Public Safety Dispatcher I, Public Safety Dispatcher II, and Supervising Public Safety Dispatcher.
- E. Effective the second full pay period after adoption of this MOU by the Board, the County will provide a one and one-half percent (1.5%) equity salary increase to the classifications of Welfare Investigator II Welfare and Welfare Investigator Supervisor.
- F. Effective the second full pay period after adoption of this MOU by the Board, the County will pay to each bargaining unit member for the elevated risks they have faced and continue to face during the COVID-19 public health emergency a non-pensionable lump sum payment of five percent (5%) of their annualized current base wage. To be eligible for the premium pay,

members must be active employed by the County at the start and end of the second full pay period following Board adoption of the successor MOU. Said lump sum payment is to be paid on the payroll as indicated and subject to all applicable withholding.

- G. Effective the first full pay period in July 2022, the County will pay to each bargaining unit member for the elevated risks they have faced and continue to face during the COVID-19 public health emergency a non-pensionable lump sum payment of five percent (5%) of their annualized current base wage (not including the premium pay in F, above). To be eligible for the premium pay, members must be active employed by the County at the start and end of the first full pay period in July 2022. Said lump sum payment is to be paid on the payroll as indicated and subject to all applicable withholding.

3.2 Payment of Salary

Except as otherwise provided in this section, the Auditor-Controller shall pay the salaries of the officers, deputies, clerks, and employees of the several departments of the County on the Friday following the completion of each regular biweekly pay period prior to 12:00 noon. In the event said Friday falls on a holiday, then payment shall be made on the last preceding workday.

Notwithstanding the above, special pay dates shall apply to certain employees as follows:

- (a) Dismissal. In the event an employee is dismissed during the course of a workday, he/she shall be paid within the guidelines provided by the Fair Labor Standards Act (FLSA), which states that wages earned in a pay period must be paid by the regular pay day for the period covered. Final payouts for any payable leave accruals shall be paid on the following regular pay date.
- (b) Extra Help. Employees classified as extra help shall have working hours reported by the Department Head and shall be paid on the same days as set forth in this section.
- (c) Resignation. An employee who has submitted a written resignation to a Department Head stating the reasons for such resignation shall be paid on the employee's normal pay date.

3.3 Payroll Errors

For errors of any kind resulting in overpayment of wages, employees shall reimburse the County through payroll deduction to cover the same number of pay periods in which the error occurred. Employees shall be allowed to also deduct accrued leave balances, with exception of sick leave for purposes of repayment. Should an employee separate from service before the overpayment is paid in full, the remaining balance shall be deducted from his/her final paycheck. Nothing

precludes the County and the employee agreeing to a longer or shorter payment plan. In no event will retroactive payroll errors be made beyond the statute of limitations of the Fair Labor Standards Act.

ARTICLE 4 MERIT INCREASES WITHIN SALARY RANGE AND LONGEVITY PAY

4.1 Salary Adjustments

The following standards shall govern with regard to salary adjustments:

A regular employee shall receive a merit salary increase to step two (2) of his or her salary range on the first calendar day of the biweekly pay period following twenty-six (26) pay periods of continuous service in the first step. For purposes of merit advancement above step two (2), all employees shall serve a minimum amount of time at each salary level before becoming eligible to progress to the next step as follows: a minimum of twenty-six (26) biweekly pay periods service in step two (2) before becoming eligible for advancement to step three (3); a minimum of twenty-six (26) biweekly pay periods service at step three (3) before becoming eligible for advance to step four (4); a minimum of twenty-six (26) biweekly pay periods service at step four (4) before becoming eligible for advancement to step five (5); a minimum of one hundred four (104) biweekly pay periods (4 years) service at step five (5) before becoming eligible for advancement to step six (6); a minimum of fifty-two (52) biweekly pay periods (2 years) service at step six (6) before becoming eligible for advancement to step seven (7); and a minimum of fifty-two (52) biweekly pay periods (2 years) service at step seven (7) before becoming eligible for advancement to step eight (8).

Effective the end of the first full pay period after Board adoption of this agreement, merit steps 9-11 shall be eliminated.

4.2 Longevity Pay:

Effective the second full pay period after Board adoption, a regular employee who has completed ten full years of continuous County service (260 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of two and one-half percent (2.5%) of longevity premium pay.

Effective the second full pay period after Board adoption, a regular employee who has completed fifteen full years of continuous County service (360 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of five percent (5.0%) of longevity premium pay.

Effective the second full pay period after Board adoption, a regular employee who has completed twenty full years of continuous County service (520 biweekly pay periods) shall be eligible for an additional premium pay of two and one-half percent (2.5%) above their base hourly wage at their current salary step for a total of seven and one-half percent (7.5%) of longevity premium pay.

Longevity pay shall be reported to CalPERS as special compensation.

ARTICLE 5 HOURS OF WORK AND WORK WEEK

5.1 Official Work Week

Except as otherwise provided below, the official work week for full time employees shall be forty (40) hours and shall begin on each Saturday and end with the following Friday. Employees not currently on a 5-2 work schedule shall be assigned a work schedule consisting of five (5) days on and two (2) days off, effective August 21, 1993.

5.2 Alternative Work Schedules

Notwithstanding the above, the Sheriff, with Board approval, may also utilize any of the following schedules on a twenty-eight (28) day work cycle, including the utilization of Section 207(k) plan provided for in the Fair Labor Standards Act.

1. Four On-Two Off Schedule

Employees may be assigned a work schedule consisting of four (4) days on and two (2) days off. Board approval is required.

2. Four (4) Ten (10) Hour Days On-Three (3) Off Schedule

Employees may be assigned a work schedule consisting of four (4) ten (10) hour days on duty and three (3) days off. Board approval is required.

In the event a dispute or grievance is raised involving the interpretation or conflicting provisions in appropriate memoranda of understanding specifically involving the ten (10) hour workday, the County Board of Supervisors shall be the final interpreter and their decision shall be final and binding on the parties.

3. Six (6) On-Three (3) Off Schedule

Employees may be assigned a work schedule consisting of six (6) days on and three (3) days off. Board approval is required.

4. Twelve (12) Hours Shift Schedule

Employees may be assigned a work schedule consisting of three (3) 12-hour shifts on, three days off, three (3) 12-hour shifts on, one (1) 8-hour shift on and four (4) days off. Board approval is required. The County has the sole right to cancel the 12-hour shift schedule at any time, without reasons, provided employees are given at least a two (2) pay periods' notice of the change.

Since a twelve (12) hour shift schedule may have significant changes in benefits or salaries of which the parties may not be aware, in the event of any disputes in interpretation, conflicting provisions, or other related problems, any grievance on these issues filed pursuant to Section 23, Grievance Procedures, shall proceed from a "Step IV" determination by the Human Resources Director and/or County Administrative Officer directly to a final and binding determination of the Grievance by the Board of Supervisors. The "Step IV" determination by the Human Resources Director and/or the County Administrative Officer shall be final and binding unless the employee or the department head within ten days of such determination files and written appeal with the Board of Supervisors.

5.3 Shift Assignment

County and Association agree the Sheriff shall have the authority to assign employee work schedules to provide for 24 hour coverage consistent with the needs of the Department and the delivery of services to the public, provided he/she takes into consideration the affected employee's work schedule preference based on seniority in rank.

5.4 9-80 Work Schedule

1. Employees may be assigned to work a nine (9) eighty (80) work schedule, i.e. four (4) nine-hour days on and an eight (8) hour day on with two days off, followed by four (4) nine-hour days on and three days off. For purposes of the 9-80 work schedule, the official work week will begin and end after four (4) hours scheduled worked during the eight (8) hour day. Department heads are required to make a recommendation for consideration to the Board of Supervisors to implement a 9-80 work schedule. Board approval is required. The Board of Supervisors and/or department head have the unconditional right to cancel the 9-80 work schedule for an individual or for the department at any time without reason, provided a two (2) week notice is given to the employee(s). Any change in work schedule will be effective at the beginning of a pay period.
2. Since a 9-80 work schedule may have significant changes in benefits or salaries of which the parties may not be aware, in the event of any disputes in interpretation, resulting grievances, conflicting provisions, or other related

problems, any grievance on these issues filed pursuant to Section 23, Grievance Procedures, shall proceed from after a "Step IV" determination by the Human Resources Director and/or County Administrative Officer directly to a final and binding determination of the grievance by the Board of Supervisors. The "Step IV" determination by the Human Resources Director and/or the County Administrative Officer shall be final and binding unless the employee or the department head within ten days of such determination files a written appeal with the Board of Supervisors.

3. It is further understood by the parties that the implementation of a 9-80 work schedule shall not result in any gain or loss of salary and benefits to employees, and it is not intended that either party gain or lose any advantage currently provided for in appropriate Memoranda of Understanding, except as outlined in Section 5.4,2 above.

5.5 Alternative Work Schedule for Dispatchers

1. Three 12s, One 4 Hour Shift Schedule

Employees may be assigned a work schedule consisting of three (3) 12-hour shifts, one (1) 4-hour shift and three (3) days off. Board approval is required. The Board of Supervisors and/or department head have the unconditional right to cancel the three (3) 12-hour shifts, one (1) 4-hour shift and three (3) days off work schedule for an individual or for the department at any time without reason, provided a two (2) week notice is given to the employee(s). For purposes of the three (3) 12-hour shifts, one (1) 4-hour shift and three (3) days off schedule, the official work week will begin on Friday at midnight and end the following Friday at midnight. Any change in work schedule will be effective at the beginning of a pay period.

2. Since a three (3) 12-hour shifts, one (1) 4-hour shift and three (3) days off schedule may have significant changes in benefits or salaries of which the parties may not be aware, in the event of any disputes in interpretation, conflicting provisions, or other related problems, any grievance on these issues filed pursuant to Section 23, Grievance Procedures, shall proceed from a "Step IV" determination by the Human Resources Director and/or County Administrative Officer directly to a final and binding determination of the Grievance by the Board of Supervisors. The "Step IV" determination by the Human Resources Director and/or the County Administrative Officer shall be final and binding unless the employee or the department head within ten days of such determination files a written appeal with the Board of Supervisors.
3. It is further understood by the parties that the implementation of a twelve (12) hour shift schedule shall not result in any gain or loss of salary and benefits to employees, and it is not intended that either party gain or lose any advantage

currently provided for in appropriate Memoranda of Understanding, except as outlined in Section 5.5, 2 above.

5.6 Normal Workday

Eight (8) hours shall constitute a normal minimum day's work except when employee is assigned an alternative work schedule containing ten (10) or twelve (12) hours days.

5.7 Department Head Authority to Arrange Working Days or Work Week

Nothing contained in this section shall be construed to prevent department heads from arranging, and they are expressly authorized to arrange, individual employee's workdays, work weeks, or work periods so as to provide for the proper function of departments at such hours and times as may be deemed necessary, provided that:

1. The provisions of the preceding sections are fully complied with.
2. The employee is given at least one week's notice of any change in regularly scheduled workdays, work weeks or work periods.

5.8 Flexible Work Hours

Flexible work hours may be arranged by mutual agreement between individual employees and their respective Department Heads with concurrence of the County Administrative Officer. Such hours shall allow the employee to work the standard number of hours within each workweek and shall not exceed twelve (12) hours in any workday. Such schedule shall state the specific hours the employee will work in any biweekly pay period, by date, and will be agreed to in writing at least one biweekly pay period in advance of the scheduled dates. The Department Head may reassign an employee to the normal work schedule of the department by giving at least two weeks written notice to the employee. The scheduled hours shall become the "normal scheduled work hours" for all purposes, including the computation of any additional overtime. It is further agreed that while such flexible scheduling will be made available to all regular employees in the affected units on as equal a basis as possible, it must not adversely affect the efficient operations of the department. Any employee who receives less than an overall rating of "satisfactory" on his/her last regular performance evaluation shall not be eligible for flexible scheduling. All flexible schedules shall allow the employee to work the standard number of hours within each biweekly pay period.

5.9 Limitations on Work in More than One Department

No person employed in a full-time position shall work in any other permanent, temporary, or seasonal position for the County of Sutter. No person shall work in two or more part-time County positions which will in combination provide for more than forty (40) hours of regularly scheduled work in any work week.

5.10 Lunch Period

Each employee shall be guaranteed a lunch period of one-half hour or one hour, to be determined by his/her department head and depending upon his/her workday. For employees working a full shift, such lunch period shall be scheduled at or near the midpoint of the scheduled hours of work. In the event an employee is requested in advance by his/her Department Head to work during his/her regular lunch period, he/she shall be credited at the applicable overtime rate for working during such lunch period.

ARTICLE 6 OVERTIME

6.1 Overtime Definition

Non-exempt Employees - 40 Hour Work Period

"Overtime work" for non-exempt employees shall be defined as all authorized work by an eligible employee in excess of forty (40) hours in a seven (7) day work period or on the employee's scheduled day off.

Authorized overtime shall be compensated for at a rate of one and one-half (1-1/2) hours for each overtime hour worked.

All paid leave time, with the exception of sick leave, shall be considered hours worked for purposes of calculating overtime.

Non-exempt Employees - 28 Day Work Period

In the event employees in the Sheriffs' Department are scheduled to work at 4-10 hour day on duty and 3 day off duty or a 6 day on duty and a 3 day off duty, or a 4 day on duty and 2 day off duty or a 12-hour shift plan, "overtime work" for those non-exempt positions assigned to such plans shall be defined as all authorized work by an eligible employee in excess of 171 hours in a 28 day work period or on the employee's scheduled day off.

Non-exempt Employees – 12 Hour Shift

In the event the employees in the Sheriffs' Department are scheduled to work a 12-hour shift plan, "overtime work" for those non-exempt positions assigned to such plan shall be defined as all authorized work by an eligible employee in excess of 80 hours in a 14-day work period, as provided by Section 207(k) of the Fair Labor Standards Act.

Authorized overtime shall be compensated for at a rate of 1 1/2 hours for each overtime hour worked.

All paid leave time, with the exception of sick leave, shall be considered hours worked for purposes of calculating overtime.

6.2 County Policy Regarding Overtime Work

It is the policy of Sutter County to avoid overtime work whenever possible. Overtime work shall be used only to supply essential public services or perform necessary duties during emergencies or where performance of overtime work by regular employees is more economical than adding new employees by creation of new regular or extra help positions.

6.3 Authorization

All compensable overtime must be authorized by the Department Head or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions as specified by the Department Head, confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

6.4 Rate and Type of Compensation

Except as specified herein, authorized overtime shall be converted to compensatory time at a rate of one and one-half hours for each overtime hour worked, except that with approval of the Board of Supervisors or the County Administrative Officer, such overtime may be paid at the option of the appointing authority.

An employee who works overtime may request either time off or compensation in the form of cash, subject to approval by the department head.

After an employee has accumulated a maximum of one hundred-twenty (120) compensatory hours at the close of any biweekly pay period, all compensatory hours in excess of one hundred-twenty (120) shall be paid.

The department at its sole option may elect to cash out accrued compensatory time for each employee with compensatory time balances during the month of June each year, provided that each employee shall be entitled to maintain a minimum of forty (40) compensatory time hours. An employee so paid, who is enrolled in the County-sponsored Deferred Compensation Plan, may elect to be compensated in the form of cash or deferred compensation. The choice to receive deferred compensation will be subject to the rules and limitations of the Deferred Compensation Plan.

6.5 Use of Accumulated Compensatory Time

Except as provided below, the use of compensatory time shall be on a date mutually

agreed upon by the employee and the department head, with due consideration given to the efficient operation of the department and current departmental workload. Employee requests to take compensatory time off shall not be unreasonably denied by the department head. The smallest increment of compensatory time which may be taken off is one-half (½) hour.

If an employee, who is assigned to a 12-hour shift plan, is required to work during his/her regularly scheduled time off, the department head or his/her designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest, to avoid the possibility of fatigue. The period of time the department head or his/her designee may schedule the employee off shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

An employee who has reached 72 hours of accrued comp time shall be notified in writing that he/she has six (6) weeks within which to schedule sufficient comp time off to reduce his/her comp time balance to a balance of 56 hours or less by the close of the six (6) week notification period. If an employee does not manage his/her comp time accrual balance accordingly, the department head or his/her designee shall schedule comp time off. Such time may be scheduled off without notice to reduce such comp time to a balance of 56 hours.

6.6 Prohibition Against Hiring Substitute to Replace Employee Taking Comp Time Off

No Department Head may employ a person from outside the service of the County or from outside his/her department as a substitute for a regular employee who is on leave of absence with pay on account of overtime service, nor shall any Department Head assign or transfer any person within the department as a substitute for any person who is on leave of absence with pay on account of overtime service, where such person assigned or transferred receives an increase in pay as a result of such assignment or transfer, it being the intent of this provision that where persons are allowed time off with pay for overtime service, the department must perform the work of such absentee without additional cost or expense. Any exceptions of this policy must be approved by the Board of Supervisors.

6.7 Cash Payment Upon Termination

- A. Any employee who terminates employment with the County shall be entitled to cash payment at the employee's equivalent hourly rate for overtime accumulated as of the date of termination.
- B. Any employee who terminates employment with the County shall not be entitled to take compensatory time off beyond the last day actually worked.

6.8 Part-Time Employees

Part-time employees shall be compensated for overtime at their regular hourly rate or one hour of compensating time off for each hour worked in excess of their normal workday or week; provided, however, for work performed in excess of forty hours per week, they shall be compensated in accordance with the overtime rate.

6.9 Limitation on Consecutive Hours of Work

No employee may be requested to work more than sixteen (16) consecutive hours, except as may be necessary for the preservation of life or property.

6.10 Overtime/Travel To and From Conferences and Training Sessions

- A. Non-exempt employees: Any time used by non-exempt employees traveling to and from required or mandated conferences, seminars, or training sessions shall be compensated for at the overtime rate in accordance with Fair Labor Standards Act.
- B. Exempt employees: Any time used by exempt employees traveling to and from required or mandated conferences, seminars or training sessions shall be compensated at the employee's hourly rate (straight time).

6.11 Daylight Savings

If the changeover from Daylight Savings Time to Standard Time in the fall results in an extended workday, employees shall be compensated for the actual number of hours worked, including overtime compensation if appropriate. If the changeover from Standard Time changes to Daylight Savings Time in the spring results in a reduced workday, employees will be compensated for the actual number of hours worked, except that employees shall be allowed to debit available vacation, compensatory time, or holiday leave balances to offset any loss of pay that would otherwise occur.

6.12 Court Witness - When Eligible for Overtime

Off-duty time spent as a witness in court in connection with regular duties as a County employee shall be compensated as hours worked pursuant to Section 6.1, Overtime Definition.

**ARTICLE 7
CALL BACK PAY**

7.1 Call Back Pay/Definition and Minimum Credit

Except as otherwise specified in these rules, when an employee returns to work because of a departmental request made after he/she has completed his/her normal

work shift and left his/her work station, he/she shall be credited with a minimum of two (2) hours work at the overtime rate (3 hours straight time pay) except that employees who are on standby and are called back to work shall be credited with a minimum of two (2) hours work at the overtime rate for the first call back and a minimum of one (1) hour work at the overtime rate for each additional call back occurring during a standby shift. An employee credited with two (2) hours pursuant to this section may be assigned other work in his/her job classification until the guaranteed time has elapsed. An employee shall be credited with not more than one (1) minimum guarantee for work performed during any two (2) consecutive hours period.

There shall not be any duplication of pyramiding of rates paid under this section.

Payment for work performed when an employee is called back to work shall include the reasonable time necessary to arrive at and return from the job site.

7.2 Regularly Scheduled Night Meetings

Employees who attend regularly scheduled night meetings which require the employee to return to work shall be credited only with the hours they actually work at the overtime rate.

ARTICLE 8 STANDBY PAY

8.1 Unrestricted Standby Pay

Whenever any employee is required to remain available on a standby basis, he/she shall be compensated at the rate of fifteen dollars (\$15.00) per day or thirty dollars (\$30.00) per weekend day or holiday day. For purposes of this section a weekend day or holiday day is defined as a standby shift of 24 hours. The assignment of classifications of employees to standby duty shall be approved by the Board of Supervisors. Standby duty means time in excess of official work week during which an employee is required to return to duty when called to do so. For purposes of this section, individuals required to remain available on a standby basis must at all times leave a telephone number where they can be reached and can return within a reasonable length of time. The possession of a County "beeper" or "pager" shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

8.2 Restricted Standby Pay

Whenever any employee is required to remain available on a standby basis and be immediately available to a department's requirement for return to duty, he/she shall receive the minimum wage as defined within the Fair Labor Standards Act. If such standby hours exceed the employee's assigned work period, such employee may be

eligible for overtime in accordance with Section 6.0, Overtime. Such employee shall have his/her regular rate of pay and his standby pay calculated in accordance with the requirements of the Fair Labor Standards Act. The possession of a County "beeper" or "pager" shall not constitute standby duty unless the appointing authority or his/her designated representative has specifically assigned the employee to standby duties.

ARTICLE 9 VACATION LEAVE

9.1 Vacation Entitlement

This section shall apply to regular, full-time employees in the classified service and limited-term employees who have been granted vacation benefits by the Board of Supervisors in accordance with Section 5.2 (d) of the *Sutter County Rules Governing Employee Compensation, Benefits and Working Conditions*.

Employees shall be entitled to vacation at the following rates:

<u>Years of Service</u>	<u>Vacation Accrual Rates</u>
Less than 5 years	.0424 hours for each hour of pay during the regularly scheduled work period (i.e. eleven (11) 8-hour days per year).
5, but less than 10 years	.058 hours for each hour of pay during the regularly scheduled work period (i.e. fifteen (15) 8-hour workdays per year).
10, but less than 15 years	.0654 hours for each hour of pay during the regularly scheduled work period (i.e. seventeen (17) 8-hour workdays per year).
15 or more years	.077 hours for each hour of pay during the regularly scheduled work period (i.e. twenty (20) 8-hour workdays per year).

Employees shall not exceed credit for more than the maximum listed above in any pay period. Such credit shall be applied to the employee's vacation accumulation account only after completion of each pay period.

The above does not apply to extra help employees.

9.2 Maximum Accumulation

Earned vacation for each regular employee in the classified service shall be credited at the end of each biweekly payroll period, computed on the basis of hours of actual service, and may be accumulated to a total of not more than three hundred twenty (320) hours.

The above does not apply to extra help employees

9.3 One Year Defined as Twenty-Six Biweekly Pay Periods

For purposes of this section, one year shall be equivalent to twenty-six (26) biweekly pay periods.

9.4 Ineligible Employees

Temporary or extra help employees do not earn vacation rights.

9.5 No Vacation with Pay in Excess of Amount Accrued

No employee shall be allowed any vacation with pay in excess of that actually accrued at the time such vacation is taken.

9.6 Permanent Part-Time Employees

All employees occupying permanent positions who are employed on a part-time basis shall be entitled to accrue vacation in the same ratio to the vacation of a full-time employee as the number of hours per biweekly pay period in the part-time work schedule is to the number of biweekly hours in the full-time work schedule of the department.

9.7 No Vacation Accrual While on Leave Without Pay

No employee who has been granted a leave without pay shall accrue any vacation leave during the time of such leave, nor shall an employee who is absent without leave accrue vacation leave during the absence.

9.8 Change in Basic Work Week - Vacation Balance Conversion

In the event an employee's basic workweek is changed, any vacation balance accumulation at the time of such change shall be converted to an equivalent balance under the new basic workweek.

9.9 Scheduling and Granting by Appointing Authority

Each Department Head shall be responsible for scheduling the vacation of his/her employees in such a manner as to achieve the most efficient functioning of the department and the County service. A request for vacation by an employee shall be

submitted in advance to his/her appointing authority. Vacations shall be taken at such time as may be approved by the department head; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods. The appointing authority shall respond within five (5) working days from the date the employee submits the request, whenever practical. No vacation shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designated representative.

This section is not intended to result in the loss of vacation accruals and/or accumulations through no fault of the affected employee(s). During periods of high overtime usage and/or staffing shortages the Department Head may, with the approval of the County Administrative Officer, either temporarily suspend the provisions of this section or may temporarily suspend the vacation accumulation limits specified above. Temporary suspensions pursuant to this section shall be for a time-certain and may be extended with the approval of the County Administrative Officer.

9.10 Vacation Leave/Probationary Employees

Employees do not become eligible to take their earned vacation until they have completed their probationary period. The foregoing does not apply to:

1. Employees who become eligible to take their earned vacation after completing thirteen (13) pay periods of continuous service.
2. An employee on probation as a result of promotion, provided such employee has completed his or her new employee probationary period.

9.11 Payment Upon Separation from County Service

Any person separating from County service shall not be entitled to use his/her vacation balances beyond the last date actually worked. Such employee shall be paid for all accrued vacation in a lump sum payment based on the pay rate in effect for such employee on the last day actually worked.

When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

Employees terminating from County service prior to becoming eligible to take earned vacation shall not be paid for earned (accrued) vacation.

ARTICLE 10 SICK LEAVE

10.1 General

Sick leave with pay shall be earned by regular employees in the classified service and may be used in accordance with these rules.

For purposes of this section, one year shall be equivalent to twenty-six (26) biweekly pay periods.

The Board of Supervisors recognizes that it may become necessary for an employee who is ill or injured to be absent from work. For this reason the Board has established a sick leave plan designed to protect the earnings of the employee during those times.

Sick leave is granted for necessary absences from work due to a legitimate personal illness or injury, personal medical/dental appointments or for family illness or injury.

Sick leave is a monetary benefit, like insurance to protect the earnings of the employee. It aids the employee in meeting bills and other financial obligations when sickness or injury has temporarily taken away the ability to work. Sick leave is not intended to provide a paid day off, like holidays and vacation, under the guise of "sickness." The County provides sick leave as a benefit to employees. However, the County's first obligation to the residents of Sutter County is to provide cost-effective services. Therefore, the effect of the use of sick leave on services and employee performance is a critical matter.

10.2 Sick Leave - Rate of Accumulation

Sick leave shall accrue at the rate of .0462 hours for each hour paid to a maximum of approximately 3.7 hours in a pay period (i.e. twelve (12) 8-hour days per year). Sick leave shall be credited at the end of each biweekly pay period.

The above does not apply to extra help employees.

10.3 Paid Sick Leave for Extra Help Employees

- A. The purpose of this policy is to comply with AB1522, the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code Sections 245 – 249, which entitles all employees who work more than thirty (30) days within a year to paid sick leave.

While the law applies to all Sutter County employees, this policy specifically addresses paid sick leave for extra help employees.

B. Definitions

1. Employee. For purposes of this policy, an employee includes an individual who is employed by Sutter County as extra help.
2. Family Member. Includes any of the following:
 - a. A child, which for purposes of this policy means biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. A spouse.
 - d. A registered domestic partner.
 - e. A grandparent.
 - f. A grandchild.
 - g. A sibling.
3. Paid Sick Days. Time that is compensated at the same wage as the employee normally earns during regular work hours.

C. Rate of Accumulation

Effective July 1, 2015, extra help employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked, and may be accumulated to a total of not more than forty-eight (48) hours.

D. Use of Sick Leave

An employee shall be eligible to use their sick leave accruals beginning on the 90th day of employment. Sick leave can only be used on days the employee is scheduled to work.

Use of accruals is limited to no more than 3 days (24 hours) per calendar year. There is no minimum increment of sick leave required to be used.

Sick leave accruals can be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or their family member, as defined.

Sick leave can also be used for the following purposes related to the health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking:

- a. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
- b. To seek medical attention for injuries;
- c. To obtain services from a shelter, program, or crisis center;
- d. To obtain psychological counseling; and
- e. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.

Reasons for the use of paid sick leave shall be treated as confidential and shall not be disclosed to any person except as required by law.

E. Notification

An employee can request to use their sick leave orally or in writing. When the need to use sick leave is foreseeable, the employee shall provide reasonable advance notification to his/her first line supervisor or other individual designated by the appointing authority. In all other instances the employee shall notify his/her first line supervisor or other individual designated by the appointing authority within one-half hour after the time set for beginning his/her duties unless circumstances make it impossible, then notification will be provided as soon as practicable.

F. End of Temporary Employment

An employee shall not be compensated for sick leave accruals upon termination of employment or release. An extra help employee who is hired into a permanent position shall retain their sick leave accruals.

G. Rehire

An employee's sick leave accruals at the time of termination of employment will be reinstated if he/she is rehired within one year.

A rehired employee, who returns within one year, is eligible to use their sick leave accruals immediately upon being rehired and does not need to wait for the 90th day of employment regardless of how long the employee was previously employed with the County.

H. Retaliation

Denying an employee the right to use paid sick leave is prohibited. Retaliation or discrimination against an employee who requests or uses paid sick leave is prohibited. Employee has the right to file a complaint against an employer who retaliates or discriminates against him/her for requesting or using accrued sick days; attempting to exercise the right to use accrued paid sick days; filing a complaint or alleging a violation of Article 1.5 Section 245 et

seq. of the California Labor Code; or cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 Section 245 et seq. of the California Labor Code.

10.4 Permissive Uses of Sick Leave

Sick leave may be applied to:

- A. An absence necessitated by an employee's personal illness or injury, diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee.
- B. Absence due to an employee's exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
- C. Illness or disability to an employee caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery from any of the foregoing.
- D. Health and safety of an employee who is a victim of domestic violence, sexual assault, or stalking:
 - 1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
 - 2. To seek medical attention for injuries;
 - 3. To obtain services from a shelter, program, or crisis center;
 - 4. To obtain psychological counseling; or
 - 5. To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.
- E. Medical and dental office appointments. Employees are requested to secure medical and dental appointments on their own time, but when this is not possible, appointments shall be secured to reduce to a minimum the time away from work. Employees are encouraged to have periodic examinations to maintain their health.
- F. While the County's sick leave is designated to benefit the employee, this does not mean that the employee does not have a responsibility. Generally, employees are responsible for proper use of the benefit; and it is expected they will make every effort to recuperate through rest and/or medication.
- G. Sports and other non-county work activities are inappropriate and unacceptable for an employee who is on paid sick or disability leave during scheduled work time from their county position unless such activity is prescribed by the treating provider for the specific purpose of rehabilitation.

10.5 Family Sick Leave

Whenever any employee in the classified service believes it necessary that he/she be absent from duty because of the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's family member, he/she may request from his/her department head to be absent. Any such time off shall be charged against sick leave. Such leave shall be subject to all the provisions of Sections 10.9, 10.10, 10.12, and other appropriate sections.

Family member is defined as follows: child, parent, spouse/registered domestic partner, grandparent, grandchild, and sibling. Child is defined as a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis, regardless of the child's age or dependency status.

Parent is defined as a biological, step or adopted parent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood "in loco parentis" to the employee when the employee was a child. A "domestic partner" means a person who qualifies as a domestic partner under Family Code Sections 297, et seq., and has registered as a domestic partner with the California Secretary of State.

10.6 Prohibitive Uses of Sick Leave

No employee shall be entitled to sick leave with pay while absent from duty on account of any of the following reasons:

1. Sickness, injury, or disability sustained while on leave of absence without pay.
2. Disability arising from any sickness or injury purposely self-inflicted, unless at the time of said sickness or injury the employee was under the care of a psychiatrist, psychologist or PSW.
3. Inability to work because of intemperance or "hangover" except in those instances when an employee is under the care of a physician or recognized alcoholic treatment program.

Sick leave shall not be used as vacation, but vacation or compensatory time off may be used in lieu of sick leave.

10.7 Procedures for Sick Leave Accrual

An employee shall not begin to accrue sick leave with pay until the first day of the biweekly pay period following the biweekly pay period in which such employee begins work; provided, however, that if a new employee begins work on the first working day of the biweekly pay period, such employee shall accrue sick leave

beginning as of that date.

Employees shall accumulate sick leave accruals without limit. Sick leave shall be earned as follows:

1. Each regular full-time employee shall accrue sick leave with pay as specified in Section 10.2 above.
2. A regular part-time employee shall accrue sick leave with pay in the proportion that his or her regularly scheduled hours of part-time service bear to regular full-time service.
3. Sick leave credit shall accrue on the first day of the biweekly pay period following the biweekly pay period when sick leave credit is earned.

10.8 Limit on Use of Sick Leave with Pay

No employee shall be allowed any sick leave with pay in excess of that actually accrued at the time such sick leave is taken.

10.9 Notification

A key issue is the responsibility of the employee to notify the supervisor of the illness and to keep the immediate supervisor informed of his/her progress during the course of the illness.

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time from his/her first line supervisor or other individual designated by the appointing authority. In all other instances the employee shall notify his/her appointing authority or his/her designated representative within one-half hour after the time set for beginning his/her daily duties unless circumstances make it impossible to provide said notice within one-half hour after the time set for beginning his/her daily duties.

If an employee is absent on an extended illness, it is the employee's responsibility to maintain contact with the immediate supervisor and to keep the supervisor informed of the expected date of return.

10.10 Denial

If sick leave is denied, the subject absence shall be deemed to be leave without pay unless vacation or comp time are authorized.

Up to one-half of an employee's annual sick leave accrual used each calendar year cannot be denied, if taken in accordance with these rules.

10.11 Medical Certification

There will be times when the supervisor will require the employee to provide a medical certification to support the claim for the sick leave benefit. Such a certification will be necessary under the following conditions, and/or Section 10.12:

- A. For an absence of one day or less, the appointing authority may only require an employee to submit a medical certification if the employee is notified by the appointing authority or his/her designated representative at or before the time he/she calls in sick that such medical certification will be required. The appointing authority or his/her designated representative may only require a medical certification for an absence of one day or less if he/she has reason to believe that the employee is or may be abusing the sick leave privilege. In addition, the appointing authority may make whatever investigation into the circumstances that appear warranted so long as reasonable before approving any sick leave.

- B. The medical certification must be signed by the treating provider and shall include:
 - 1. The date the employee was seen by the treating provider.
 - 2. The dates the injury or illness prevent the employee from working.
 - 3. The expected date the employee can return to work.
 - 4. Restrictions on or limitations of work activity upon return to work, and the time during which they apply.

Failure to provide a medical certification acceptable to the appointing authority when required shall result in the denial of sick leave and may result in disciplinary action.

10.12 Abuse of Sick Leave

Recognizing a potential for the abuse of sick leave, the County may employ reasonable means to determine the validity of any sick leave use, including placing restrictions on the use of sick and other leave balances. Evidence substantiating the abuse of sick leave including, but not limited to, instances of misrepresentation or violation of the rules set forth herein shall be construed as grounds for disciplinary action up to and including termination.

Fraudulent claims for sick leave will not be paid and disciplinary action, up to and including termination from County employment, as appropriate, may be taken against the employee.

Potential indicators of abuse:

1. A pattern of sick leave use involving days adjacent to scheduled days off and holidays.
2. Refusal or inability to provide medical substantiation when requested.
3. Frequent absences with vague or questionable substantiation.
4. Frequent or recurring exhaustion of sick leave soon after it is earned (unless for substantiated medical reasons).
5. Organized "sick out".
6. Use of available leave balances at a rate higher than what is accrued.
7. Recurring leave without pay (unauthorized absences) defined as an absence from work without authorization and with no available leave.

10.13 Unused Sick Leave Compensation

Upon termination of employment with the County of Sutter, an employee who has at least seven (7) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section) shall receive payment in an amount equal to fifteen percent (15%) of his or her unused sick leave balance at the employee's rate of pay at the time of termination to a maximum of one hundred fifty-six (156) hours.

Upon termination of employment with the County of Sutter, an employee who has at least fifteen (15) years of continuous service (periods of layoff shall not count as a break in service for purposes of this section) shall receive payment in an amount equal to twenty percent (20%) of his or her unused sick leave balance at the employee's rate of pay at the time of termination up to two hundred eight (208) hours.

Upon termination of employment with the County of Sutter, an employee who has at least twenty-five (25) years of continuous service (periods of lay off shall not count as a break in service for purposes of this section) shall receive payment in an amount equal to twenty-five percent (25%) of his or her unused sick leave balance at the employee's rate of pay at the time of termination up to a maximum of two hundred sixty (260) hours.

Upon retirement, an employee may elect to have all of his or her unused sick leave applied as service credit with CalPERS or may elect to receive payment for his or her unused sick leave as provided for in the paragraphs above, and have the remaining balance of unused sick leave applied as service credit with CalPERS.

10.14 Supervisory Review

Supervisory personnel are charged with the responsibility of reviewing and evaluating sick leave usage. To accomplish this, supervisory personnel will be looking for patterns of use that may indicate to them potential abuse. If employees' pattern of sick leave usage is as described in Section 10.12, they should be made aware that they are suspected of abusing the sick leave benefit and may have restrictions placed on the usage of sick leave and other available leaves.

10.15 Sick Leave/Disability Retirement

Notwithstanding any provision of these rules to the contrary, no sick leave shall accrue or be taken and no payment for sick leave other than a payment authorized by Section 10.13. shall be made to any employee after a final administrative determination by the Board of Supervisors that he or she is eligible for disability retirement pursuant to Article 3, Division 5, Title 2 of the Government Code commencing at Section 21020 has become effective.

10.16 Rehire

An employee's sick leave accruals at the time of separation from employment will be reinstated, up to 24 hours, if he/she is rehired within one year, pursuant to law.

ARTICLE 11 HOLIDAYS AND HOLIDAY PAY

11.0 Holidays and Holiday Pay/Established Holidays

Except as noted below, the following are established as holidays for all regular employees:

1. January 1, New Year's Day
2. Third Monday in January, Martin Luther King, Jr. Day
3. Third Monday in February, Washington's Birthday
4. Last Monday in May, Memorial Day
5. July 4, Independence Day
6. First Monday in September, Labor Day
7. November 11, Veterans Day
8. Thanksgiving Day
9. The Friday following Thanksgiving Day
10. December 24, the day before Christmas
11. December 25, Christmas Day
12. One floating holiday to be taken by the employee during the fiscal year.*
13. All other days as may be approved by the Board of Supervisors.

For Dispatch and Corrections Divisions, employees are credited Holiday Bank hours for holidays per Section 11.14, Holiday Time Bank, and therefore not eligible for further holiday bank hours as other divisions.

11.1 Floating Holidays

Employees who were eligible to receive floating holidays on June 25, 1993 shall continue to be eligible for floating holidays, as provided herein. All other employees shall not be eligible for floating holidays. Pursuant to Section 11.14, Holiday Time Bank, credit for one floating holiday in the amount of eight (8) hours, shall be posted to the employee's holiday time bank on July 1 of every year.

In the event that the courts are closed on Lincoln's Birthday and/or Admission Day, eligible employees working in the affected department shall receive that day off in lieu of one floating holiday.

11.2 Court Employees/Bailiffs

The following are established as holidays for all regular Court employees and Bailiffs.

1. January 1, New Year's Day
2. January 15, Martin Luther King, Jr. Day
3. February 12, Lincoln Day
4. Third Monday in February, Washington's Birthday
5. Last Monday in May, Memorial Day
6. July 4, Independence Day
7. First Monday in September, Labor Day
8. Second Monday in October, Columbus Day
9. November 11, Veterans' Day
10. Thanksgiving Day
11. The Friday following Thanksgiving Day
12. December 25, Christmas Day

For Dispatch and Corrections Divisions, employees are credited Holiday Bank hours for holidays per Section 11.14, Holiday Time Bank, and therefore not eligible for further holiday bank hours as other divisions.

In the event the dates of observance of Court holidays pursuant to the Judicial Council of California are different than those listed above, regular Court Bailiffs shall observe the above listed holidays on those dates established by the Judicial Council of California.

In the event California law governing holidays for Court Bailiffs is in conflict with any provision of Section 11.0, herein, the County and appropriate recognized employee organization agree to meet and confer to ensure that any changes do not result in

more favorable treatment than currently exists for Court Bailiffs over other County employees.

11.3 Scheduled Holidays

Full time regular employees who observe a holiday, shall be entitled to eight (8) hours holiday time. Eligible full-time regular employees, who are assigned to work a shift longer than eight (8) hours and who observe a holiday, shall have the remaining hours of their shift charged against vacation and/or comp time balances, if available. If no vacation or compensatory time balances are available, the remaining hours will be uncompensated.

11.4 Holidays Which Fall on a Saturday

When a holiday listed herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day established.

Employees who are regularly assigned to a shift position shall observe January 1 – New Year’s Day, July 4 – Independence Day, December 24 – Day before Christmas and December 25 – Christmas Day on the actual calendar day for such holidays.

11.5 Holidays Which Fall on a Sunday

When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day established.

Employees who are regularly assigned to a shift position shall observe January 1 – New Year’s Day, July 4 – Independence Day, December 24 –Day before Christmas and December 25 – Christmas Day on the actual calendar day for such holidays.

11.6 When Christmas Falls on Saturday, Sunday, or Monday

If Christmas falls on Sunday or Monday, the preceding Friday as well as Monday shall be observed; if Christmas falls on Saturday, the preceding Thursday and Friday shall be observed.

Employees who are regularly assigned to a shift position shall observe December 24 –Day before Christmas and December 25, Christmas Day on the actual calendar day for such holidays.

11.7 Full Time Regular Employees Who Are Required to Work a Holiday

Except as noted below, any full-time regular employee working a shift who is required to work a holiday, in addition to receiving the regular rate of pay, shall receive holiday time for up to eight (8) hours worked at the rate of time and one half. Such holiday time earned shall be maintained in a holiday time bank separate from compensatory time earned for overtime purposes.

11.8 Holiday Compensation/Sheriff's Department Shift Employees

A. Six Days On, Three Days Off Work Period

Shift employees of the Sheriff's Department may be assigned a work period consisting of six days on and three days off. Employees so assigned shall not receive any additional compensation or compensatory time off in the event that the six days on fall on a weekend or a holiday.

B. 4-10 Plan

Employees assigned to work a 4-10 schedule shall not receive any additional compensation or compensatory time off in the event an employee is scheduled to work on a weekend or a holiday.

C. Four Days On, Two Days Off Schedule

Employees assigned to work four days on, two days off schedule shall not receive any additional compensation or compensatory time off in the event an employee is scheduled to work on a weekend or a holiday.

11.9 Part-Time Regular Employees - Holiday Pay

Part-time regular employees shall be entitled to holiday pay in proportion to the ratio of hours actually worked during the biweekly pay period which included each holiday to the number of hours in the biweekly pay period or in proportion to the ratio of hours designated on the employee's payroll/personnel form to the number of hours in the biweekly pay period, whichever is greater. At the discretion of the department head, and upon the employee's request, a part-time regular employee may work additional hours in a pay period in which a holiday occurs so that the employee's combined holiday pay and on the job work hours equal the number of hours on the employee's payroll/personnel form.

11.10 No Pay for Holiday Preceding First Working Day

A new regular employee whose first working day is the day after a County holiday shall not be paid for that holiday.

11.11 No Pay for Holiday Following Last Day in Pay Status

A regular employee who is terminating his/her employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a County holiday shall not be paid for that holiday.

11.12 Eligibility for Holiday Pay

In order to be eligible for holiday pay, an employee must either be at work or on paid leave for his/her entire regularly scheduled shift on the workday immediately preceding the holiday or day observed in lieu of the holiday and his/her entire regularly scheduled shift the workday immediately following the holiday or day observed in lieu of the holiday except as provided in Section 11.9.

11.13 Procedure When Scheduled Day Off Falls on a Holiday

Full time, eligible regular employees whose regularly scheduled days off fall on any holiday shall be entitled to an additional eight (8) hours off. Such hours shall be applied to the employee's holiday time bank.

11.14 Holiday Time Bank

A. Employees Assigned to Dispatch and Corrections Only:

Dispatch and Corrections employees will be credited with 56 hours of holiday credit in the last full pay period immediately prior to January 1, and 56 hours the beginning of the first pay period following July 5 of each year in lieu of designated holidays, for a total of 112 holiday hours annually.

All such credit between January 1 and July 4 shall be used between January 1 and July 4, or the employee shall be paid for such hours at the employee's current hourly rate of pay. All such holiday credit between July 5 and December 31 shall be utilized by December 31 or the employee shall be paid for such hours at the employee's current hourly rate of pay.

Hours credited prior to January 1 or July 5 cannot be used or cashed out prior to these dates, such that employees cannot use hours in advance.

Employees may utilize accrued leave (excluding sick leave) on designated County holidays.

A request to use holiday time by an employee shall be submitted in writing to his/her appointing authority or his/her designee, two weeks in advance of the day he/she is requesting to use holiday time off. Holiday time off shall be taken at such time as may be approved by the appointing authority or his/her designee; however, consideration shall be given to effectuating the wishes of those employees requesting specific time off. The appointing authority, or his/her designee, shall respond within five (5) working days from the date the employee submits the request, whenever practical. No holiday time off shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designee.

B. Remaining Unit Employees, who are not in Dispatch or Corrections:

Equivalent time off earned by an employee because the employee is required to work a holiday and holiday earned because the employee's scheduled day off falls on a holiday shall be maintained in a holiday time bank separate from compensatory time earned for overtime purposes. The maximum number of earned holiday hours in the holiday time bank shall be 60. Employees who have reached 40 hours in the holiday time bank shall schedule holiday time off to be taken within the next three (3) pay periods, in accordance with this section, to reduce their holiday time balance to a balance of 24 hours or less. If an employee does not manage his/her holiday time bank balances and earns holiday time that would exceed the 60-hour maximum, holiday time shall be scheduled off by the department head or his/her designee. Such time shall be scheduled off within the next three (3) pay periods to reduce such holiday time hours to a balance of 24 hours. An employee shall not lose holiday time earned beyond the 60-hour maximum, but shall have such holiday time scheduled off pursuant to this section.

A request to use holiday time by an employee shall be submitted in writing to his/her appointing authority or his/her designee, two weeks in advance of the day he/she is requesting to use holiday time off. Holiday time off shall be taken at such time as may be approved by the appointing authority or his/her designee; however, consideration shall be given to effectuating the wishes of those employees requesting specific time off. The appointing authority, or his/her designee, shall respond within five (5) working days from the date the employee submits the request, whenever practical. No holiday time off shall be granted to, or taken by, an employee without the consent of the appointing authority or his/her designee.

**ARTICLE 12
LEAVE OF ABSENCE AND ASSIGNMENT OF LEAVE BALANCES FOR
CATASTROPHIC ILLNESS OR INJURY**

12.1 Leave of Absence

- A. Any employee in the classified service may be granted a leave of absence subject to the provisions of these rules. Employees shall not be entitled to leaves of absence as a matter of right, except as provided by law. A leave of absence may be granted for any of the following reasons:
1. Illness, injury, or disability.
 2. Pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

3. To take a course of study which will increase the employee's usefulness on return to his or her position.
4. For other reasons acceptable to the department head and/or the Board of Supervisors as applicable.
5. Military leaves of absence. The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.

B. Health Insurance Premiums

An employee who is granted a leave of absence for reasons of the employee's illness, accident or pregnancy may upon compliance with the provisions of these rules be entitled to have one month of the County's portion of his/her standard County paid health, dental, vision and life insurance premiums paid by the County for each year of County service, or major fraction thereof, provided, however, that such employee agrees in writing to repay the County for such health insurance premiums paid if said employee does not return to work for the County for a period of time equal to or greater than the approved leave of absence. The foregoing provisions do not in any way relieve the employee from paying his or her portion of any insurance premiums which must be paid to Human Resources prior to the first day of the month for which the employee wishes to be covered by the County insurance plans. Employees may receive up to a maximum of twelve (12) months payment of premiums. Credit for each year of service may only be used once and may not be counted again for a subsequent leave of absence. This twelve-month maximum shall include any monthly premiums paid pursuant to the Family Medical Leave Act, the California Family Rights Act, and California Pregnancy Disability Leave.

C. Use of Leave Balances

Employees shall be required to use sick leave, as provided in Section 10.0, Sick Leave. Employees shall be required to use all sick leave, holiday bank, admin leave and comp time, except vacation, balances concurrent with all leaves of absence prior to going on an unpaid status. Employees may but are not required to use Family Sick Leave concurrent with FMLA/CFRA or Departmental Leave for the purpose of caring for an ill family member. Employees may but are not required to use vacation time concurrent with FMLA or other leave. This section shall be implemented as soon as administratively possible, but no later than May 3, 2014.

12.2 Leave for Political Purposes

Notwithstanding the provisions of Section 12.4 below, any request for leave of absence without pay to campaign on behalf of another or against another for partisan or nonpartisan State or local office, or for the purpose of promoting or urging the defeat of any State or local ballot measure shall be made to the Board of Supervisors.

12.3 Departmental Leave Not Qualifying for the Family and Medical Leave Act, the California Family Rights Act or California Pregnancy Disability Leave

A department head may authorize a departmental leave for an employee for a period of time not to exceed a total of 12 workweeks of leave during any 12 month period for any reason as provided in Section 12.1, A, Leave of Absence, for which the employee is not eligible for under the Family and Medical Leave Act, the California Family Rights Act or California Pregnancy Leave. The twelve-month period shall be measured forward from the date an employee's first leave under this section began, however, upon approval of all bargaining units, and to be effective May 3, 2014, the measurement period will change to a rolling 12 month period measured backward from when the leave is taken and continuous with each additional leave day taken.

12.4 Disability Accommodation Leave

An employee who has a disability as defined by state or federal law but does not meet the eligibility criteria for a leave of absence provided by FMLA, CFRA, and CPDL, or has exhausted leave granted under Section 12.3 may request a leave of absence as an accommodation. Upon receipt of the request, an interactive accommodation process (IAP) meeting will be scheduled to determine whether the employee has a disability as defined by law and if an unpaid leave of absence can be granted as a reasonable accommodation. Disability Accommodation Leave may be unpaid or may run concurrently with the appropriate use of the employee's remaining paid leave balances.

12.5 Extension

An employee who has a disability as defined by state or federal law may request an extension of their leave of absence beyond that which is provided by FMLA, CFRA, and CPDL, or other legally protected leave or has exhausted leave granted under Section 12.3. When possible, this request will be submitted at least ten (10) working days prior to the end of their originally authorized leave. Upon receipt of the request, an interactive accommodation process (IAP) meeting will be scheduled to determine whether an extension of their unpaid leave of absence can be granted as a reasonable accommodation.

12.6 Procedure for Requesting Leave

Employee requests for leave of absence shall be in writing and shall contain the following:

1. A statement that the request is made voluntarily.
2. A date on which the leave will commence.
3. A definite return to work date.
4. A statement of the nature of the leave.
5. If the request is medically related, a statement from a physician certifying to the nature, extent, and probable period of illness or disability.

The use of paid time off during a leave of absence must be in accordance with Section 12.1 C.

12.7 Prohibition Against Accrual of Sick Leave or Vacation While on Leave

No employee who has been granted a leave without pay shall accrue any vacation or sick leave during the time of such leave.

12.8 Postponement of Anniversary Date and Probationary Period

The granting of any leave of absence without pay exceeding seven (7) calendar days shall cause the employee's salary anniversary date and/or probationary period date to be postponed a number of pay periods equal to the nearest whole number of pay periods for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. Any employee whose salary anniversary date and/or probationary period date is postponed pursuant to this section shall assume a new salary anniversary date and/or probationary period date which shall be the date to which his or her previous salary anniversary date and/or probationary period date has been postponed.

12.9 Return from Leave

An employee who wishes to return from an approved leave of absence prior to the expiration date shall make a request in writing to the appointing authority as soon as possible in advance of the return. The County shall have the sole authority to determine if the employee shall be allowed to return to work prior to the expiration date of such leave.

12.10 Abandonment of Employment

Absence without leave, whether voluntary or involuntary, for three consecutive working days is an automatic resignation from County service, as of the last date on which the employee worked. This section shall not apply to illnesses documented by a physician's certificate or if a request for leave with or without pay is pending determination by the appointing authority or the Board of Supervisors.

A permanent or probationary employee may within 30 days of the effective date of such separation, file a written request with the Board for reinstatement; provided, that if the appointing power has notified the employee of his/her automatic resignation, any request for reinstatement must be made in writing and filed within 15 days of the service of notice of separation. Service of notice shall be by mail, in a sealed envelope, addressed to the last known address of the person to be served, registered, with return receipt requested and with postage fully prepaid and is complete on mailing. Reinstatement may be granted only if the employee makes a satisfactory explanation to the Board as to cause of his/her absence and his/her failure to obtain leave therefore, and the Board finds that he/she is ready, able, and willing to resume the discharge of the duties of his/her position or, if not, that he/she has obtained the consent of his/her appointing authority to a leave of absence to commence upon reinstatement.

12.11 Family and Medical Leave (FMLA Leave)

A. Entitlement to Leave and Time Periods

1. Any eligible employee may be granted a family and medical leave (FMLA leave) in accordance with applicable statutes, federal and state regulations, case law, ordinances, and policies in effect at the time of the family and medical leave. An eligible employee shall be entitled to a total of 12 workweeks of leave during any 12 month period for one or more of the following:
 - a. Because of the birth of a son or daughter of the employee.
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. The 12 month period shall be measured forward from the date an employee's first leave began; however upon approval of all bargaining units, and to be effective May 3, 2014, the measurement period will change to a rolling 12 month period measured backward from when the leave is taken and continuous with each additional leave day taken.
3. For eligible employees who work a part-time schedule or variable hours, the amount of leave shall be determined on a pro-rata basis under this section.

B. Definitions

The definition of terms used in conjunction with family and medical leave are as follows:

1. *Eligible employee* means an employee who has been employed:
 - a. for at least 12 months by Sutter County; and
 - b. for at least 1,250 hours of service with Sutter County during the previous 12 month period.
2. *Serious health condition* means an illness, injury, impairment, or physical or mental condition that involves:
 - a. inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. continuing treatment by a health care provider.
3. *Son or daughter* means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
 - a. under 18 years of age; or
 - b. 18 years of age or older and incapable of self-care because of a mental or physical disability; an adult dependent child.
4. *Parent* means the biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

5. *Incapable of self-care* means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living." Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
6. *Physical or mental disability* means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

C. Intermittent Leave

Intermittent leave or leave on a reduced leave schedule may be taken provided there is a medical need for leave and such medical need can be best accommodated through an intermittent or reduced leave schedule. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the employer's operations.

D. Advance Notice Requirements

Foreseeable Leave:

1. In any case in which the necessity for leave under Section A. 1. a. or b. is foreseeable based on an expected birth or placement, the employee shall provide the employer with reasonable notice which shall be not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
2. In any case in which the necessity for leave under Section A. 1. c. or d. is foreseeable based on planned medical treatment, the employee:
 - a. shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate; and
 - b. shall provide the employer with reasonable notice which shall be not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave under such

section, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

E. FMLA, Pregnancy Disability Leave and California Family Rights Act Leave

Except for pregnancy disability leave, leave taken under FMLA is considered to be leave taken under the CFRA. CFRA and FMLA leave may not be added to each other, and may not exceed a total of 12 weeks in a 12-month period.

F. Written Certification Requirements

1. Certification by health care provider:

a. A request for leave under Section A. 1. c. or d. shall be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer. Such certification shall contain:

- 1) the date on which the serious health condition commenced;
- 2) the probable duration of the condition;
- 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition;
- 4) for purposes of leave under Section A. 1. c., a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent;
- 5) for purposes of leave under Section A. 1. d., a statement that the employee is unable to perform the functions of the position of the employee;
- 6) in the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- 7) in the case of certification for intermittent leave, or leave on a reduced leave schedule, under Section A. 1. c., a

statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

- b. The employee shall receive certification from the health care provider of the employee that the employee is fit for duty or to return to duty, including restrictions, if any, when the absence was caused by the employee's serious health condition.

Failure to comply with these requirements may result in the denial of FMLA leave.

G. Coordination of Leave by Parents Working For Same Employer

Parents who are eligible for FMLA leave and are both employed by Sutter County are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

1. for birth of a son or daughter or to care for the child after birth;
2. for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
3. to care for a parent (but not a parent "in-law") with a serious health condition.

Where parents both use a portion of the total 12-week FMLA leave entitlement for one of the purposes in G. 1., 2., or 3. above, the parents shall each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for a purpose other than those contained in Section G. 1., 2. or 3 above.

H. Benefits

1. Except as provided in paragraph 2. below, during any period that an eligible employee takes leave under Section A., Sutter County shall maintain coverage under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall continue to pay their share of premiums during the leave period.

2. Failure to return from leave: the employer may recover the premium that the employer paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave under Section A. if:
 - a. the employee fails to return from leave under Section A. after the period of leave to which the employee is entitled has expired; and
 - b. the employee fails to return to work for a reason other than:
 - 1) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under Section A. c. or d.; or
 - 2) other circumstances beyond the control of the employee.

An employee who returns to work for at least 30 calendar days is considered to have "returned" to work.

3. Certification: Sutter County may require that a claim that an employee is unable to return to work because of the continuation, recurrence or onset of the serious health condition described in H. 2. b. (1) be supported by:
 - a. A certification issued by the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate, in the case of an employee unable to return to work because of a condition specified in Section A. 1. c.; or
 - b. A certification issued by the health care provider of the eligible employee in the case of an employee unable to return to work because of a condition specified in Section A. 1. d.

The employee shall provide, in a timely manner, a copy of such certification to Sutter County.

12.12 California Family Rights Act (CFRA)

A. Terms, Conditions, Benefits and Entitlement to Leave

Any eligible employee may be granted a California Family Rights Act leave in accordance with applicable statutes, federal and state regulations, case law, ordinances, and policies in effect at the time of the California Family Rights Act leave. Terms, conditions, benefits, and entitlement shall be the same as provided for by FMLA leave as described in Section 12.11, above, except

that CFRA leave cannot be used for a disability related to pregnancy, childbirth, or related medical condition.

B. CFRA Leave, FMLA and Pregnancy Disability Leave

Except for pregnancy disability leave, leave taken under FMLA is considered to be leave taken under the CFRA. CFRA and FMLA leave may not be added to each other, and may not exceed a total of 12 weeks in a 12-month period.

12.13 California Pregnancy Disability Leave (CPDL)

A. Entitlement to Leave

Any eligible employee may be granted a California Pregnancy Disability Leave in accordance with applicable statutes, federal and state regulations, case law, ordinances, and policies in effect at the time of the California Pregnancy Disability Leave. Any employee, full or part-time, may take up to four months (or 88 workdays for a full time employee) of leave per pregnancy for a disability related to pregnancy, childbirth, or related medical condition. The CPDL does not need to be taken in one continuous period of time but can be taken on an as needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth are covered by CPDL.

B. CFRA Leave, FMLA and Pregnancy Disability Leave

Employees are entitled to take pregnancy disability leave in addition to any entitlement they might have to CFRA leave. An employee may take up to four months of pregnancy disability leave during the period of her disability and be entitled to an additional 12 weeks CFRA leave for the birth of the child.

C. Notification and Written Certification Requirements

1. In any case in which the necessity for leave is foreseeable, the employee shall provide the employer with reasonable notice before the date the leave is to begin. In the event the leave is based on planned medical care, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee. If the leave is not foreseeable, the employee shall provide such notice as is practicable.
2. A request for California Pregnancy Disability Leave shall be supported by a certification issued by the health care provider of the employee.

Such certification shall contain:

- a. the date on which you become disabled due to pregnancy;
- b. the probable duration of the period(s) of disability;
- c. a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons;
- d. in the case of certification for planned medical care, a statement of the expected schedule and duration and that the employee's leave is necessary.

Failure to comply with these requirements may result in the denial of CPDL.

3. At the end of the period of disability the employee shall receive certification from the health care provider that the employee is fit for duty or to return to duty, including restrictions, if any.

D. Benefits

The County shall continue health insurance under the pregnancy disability leave in accordance with State Law.

12.14 Guarantee of Employment

An employee taking FMLA, FRA and/or PDL leave generally will be returned to the same position the employee held when the leave commenced or to an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

12.15 Anniversary Date

Postponement of the employee's anniversary date and calculation of probationary period due to leave of absence without pay while on FMLA, FRA and/or PDL leave shall be as provided for in Section 12.8.

12.16 Leave of Absence With Pay

A department head may authorize a regular employee to be absent with pay for a period not to exceed 120 regularly scheduled working hours, if the department head finds that such absence is necessary to either complete an investigation of alleged violation of County rules or policies by an employee or to place an employee

on such leave until such time as the County can determine whether or not to bring action against an employee pursuant to Section 21.

Prior to such leave being approved, the department head shall have concurrence of the Human Resources Director or the County Administrative Officer.

An employee's leave of absence may be extended for an additional 120 regularly scheduled work hours, or longer, upon a request by the department head if the Human Resources Director or the County Administrative Officer determine it is necessary to either complete an investigation of alleged violation of the County's rules or policies by the employee or to place an employee on such leave until such time as the County can determine whether or not to bring action against an employee pursuant to Section 21. If the employee is represented, a copy of the notice extending the employee's leave will be provided to his/her representative. If the leave is to be extended beyond a cumulative total of more than 240 hours, the Human Resources Director will review the circumstances necessitating the additional leave at least every 80 hours to determine whether the leave should be terminated, and the employee returned to work or whether other action would be appropriate. Forms for requesting an absence shall be prescribed by the Human Resources Director and shall state specifically the reason for the request and the beginning and ending dates of the absence.

12.17 Assignment of Leave Balances for Catastrophic Illness or Injury

A. Purpose

To provide a mechanism for regular County employees to assign the monetary value of their vacation, compensatory time, holiday time bank, or administrative leave balances, if applicable, to another regular County employee who is facing financial hardship due to a catastrophic illness or injury.

B. Employee Eligibility for Assigned Leave

To be eligible to receive the monetary value of assigned leave an employee must:

1. be a regular employee with the County of Sutter and have completed new employee probation,
2. have exhausted all available leave balances,
3. personally have or have an immediate family member (as defined by FMLA/CFRA in 2013) with a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc.,

4. follow all applicable leave of absence procedures as set forth in Section 11.0 of these rules and be on an authorized, unpaid leave of absence that will last or is anticipated to last thirty (30) calendar days or more,
5. provide a written request to be considered for the assignment of leave balances which states that the request is made voluntarily, the nature of the event for which the assignment of leave balances is requested and the probable duration of the leave of absence.

C. Procedure for Requesting Leave

The written request shall be submitted by the proposed assignee to the respective Department Head for recommendation and then forwarded to the Human Resources Department for final approval by the Human Resources Director who shall review the request for consistency with the intent of this policy and application of appropriate rules and regulations.

D. Employee Eligibility to Assign Leave Balances

The employee assigning leave balances must be a regular County employee and have completed new employee probation.

Only existing vacation, compensatory time, holiday time bank, or administrative leave balances, if applicable, may be assigned. Assignment of leave balances must be in eight (8) hour increments.

Assignment of leave balances must be made to a specific individual only. Assigned leave balances actually received by the assignee cannot be reclaimed by the assignor.

E. Assignment of Leave Balances

The assigned leave balances shall be converted to a gross wage amount based upon the assignor's hourly rate of pay at the time of conversion.

All appropriate income and other employment taxes, state and federal, shall be withheld from all payments to the assignee pursuant to this rule. Such assigned leave shall not apply toward retirement credits for either the employee assigning the leave or the employee receiving the monetary value of the leave, nor is a retirement deduction taken from the assigned leave. The receipt of monies from assigned leave balances shall in no way affect or modify the assignee's employment status with the County and shall not be treated as hours worked or hours on a paid leave for purposes of adjustment of employee's anniversary date, sick leave and vacation accruals, eligibility for holiday pay or health related benefits.

F. Procedure for Assigning Leave Balances

After initial approval of transfers by the Human Resources Director, eligible employees may indicate their intent to assign vacation, compensatory time, holiday time bank, or administrative leave balances by completing an Authorization to Assign Leave Balance Form and forwarding it to the Auditor-Controller's Office. Assigned leave balances shall be processed and applied in the order they are received and processed by the Auditor-Controller's office. Assigned vacation, compensatory time, holiday time bank, and administrative leave balances that are not converted to a monetary amount shall remain with the assignor. Only upon conversion to a dollar amount shall the assignor's leave balances be reduced.

Monies will be paid to the assignee on a regular biweekly payroll basis and shall not exceed the assignee's regular biweekly gross pay less any State Disability Benefit, Worker's Compensation Benefit, or Paid Family Leave Benefit amount the employee is receiving for that pay period. Monies shall only be paid to the assignee during those biweekly pay periods when assigned leave balances are available to the assignee.

Assignee must remain on an authorized leave of absence to receive assigned leave from other employees.

G. Solicitation of Leave Balances

No employee shall solicit for assignments of leave from any subordinate employee.

Department heads shall assure that no pressure, either implicit or explicit, shall be placed on any County employee by any other County employee to make an assignment. Any pressure to assign leave balances and/or any employment decision based on pressure to make an assignment shall be considered harassment.

No solicitation shall be made by any employee during work hours. Notices may be posted on bulletin boards in accordance with County and departmental policy and procedures.

H. Administration of Assignment of Leave Policy

Any dispute in interpretation or application, any grievance on these issues filed pursuant to Section 23, Grievance Procedures, shall be submitted at "Step IV" of the grievance procedure for a final and binding determination by the Human Resources Director and/or the County Administrative Officer.

The Employee(s) and County agree that this policy is to address extraordinary and unforeseen circumstances and shall not be used for any other purposes other than stated herein.

This policy shall be consistent with current or future state and federal laws.

12.18 Bereavement Leave

Whenever any employee in the classified service believes it necessary that he/she be absent from duty because of the death of an immediate family member as defined by FMLA and/or CFRA as of December 2013 (see below), or a wife, husband, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, person for whom the employee is legal guardian or other family member living in the employee's household, he/she may request from his/her department head to be absent for not more than forty (40) working hours with pay for purposes of bereavement leave.

Parent, child, and domestic partner will be defined by CFRA as of 2013, as follows: A child means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis. A parent means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. A "domestic partner" means a person who qualifies as a domestic partner under Family Code Sections 297, et seq., and has registered as a domestic partner with the California Secretary of State.

The above does not apply to extra help employees.

12.19 Temporary Disability Indemnity, State Disability Insurance & Paid Family Leave Benefits

An employee who is absent from work by reason of disability and is receiving State Disability Insurance (SDI) benefits or is absent from work and is receiving Paid Family Leave (PFL) benefits will be allowed to use available paid time off (sick leave, holiday, compensatory time off, vacation, administrative leave, etc.) to supplement SDI or PFL up to a maximum of 40% of his/her full salary. An employee shall earn vacation and sick leave only during such portion of absence from work during which he/she uses previously earned vacation leave, sick leave, holiday comp time or compensatory time off.

**ARTICLE 13
SHIFT DIFFERENTIAL PAY**

13.1 Shift Differential Pay

All employees who are required to work an evening or night shift shall be entitled to an extra allowance of \$1.50 per hour during the shift. An evening or night shift is a seven and a half (7½) or an eight (8) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:00 a.m.

13.2 4-10, 9-80, or 12-Hour Shift Plan – Law Enforcement Unit

All employees who are on a 4-10 plan, a 9-80 plan or 12-hour shift plan and are required to work an evening or night shift shall be entitled to an extra allowance of \$1.50 per hour during the shift. An evening or night shift is a nine (9), ten (10) or twelve (12) hour shift in which the employee works four (4) or more hours between the hours of 5:00 p.m. and 8:00 a.m.

1. Dispatch Personnel whose regular schedule consists of three twelve (12) hour shifts and one four (4) hour shift shall also receive shift differential on the 4-hour shift. Jail Personnel whose regular schedule consists of three twelve (12) hour shifts and one eight (8) hour shift shall also receive shift differential on 8-hour shifts.
2. All employees, if said employee is on an Overtime (OT) shift, shall be eligible to receive shift differential.
3. Employees who are receiving on call pay, and who are called out on OT shall not be eligible to receive shift differential on the day they receive on-call and OT pay.

**ARTICLE 14
UNIFORM ALLOWANCE**

14.1 Uniform Allowance

The County agrees to pay a uniform allowance of nine hundred and fifty dollars (\$950.00) per year. All employees in the unit are eligible for such allowance. County agrees to pay said uniform allowance in a lump sum on the pay day following the close of pay period number twenty-five (25) each year, providing that eligible employees who leave County service shall be reimbursed on a prorated basis. New employees shall receive one-half of the annual uniform allowance on their first pay

day, and the remaining one-half on the pay day following the close of pay period twenty-five (25) their first year.

14.2 Damage and Change in Uniform

In the event the Board of Supervisors approves a change in uniform, the full cost of any such new uniform shall be borne by the County. In the event of uniform damage in the line of duty, replacement shall be made by the County. Such replacement shall be for damage only, as determined by the Department Head, and shall not be for ordinary wear and tear. All damaged uniforms being replaced shall be turned in to the department.

ARTICLE 15 BILINGUAL PAY

15.1 Bilingual Pay

The County agrees to conduct an analysis of department bilingual needs and identify positions to be classified bilingual. A bilingual position requires the use and possession of the bilingual skill as part of the job description for the position occupied by the employee. Positions classified as bilingual shall receive bilingual premium pay in the amount of \$100 per month. To qualify for such a bilingual position, individuals must be state certified or certified by the County in the relevant language at the option of the County. Job descriptions for such positions shall reflect the bilingual requirement and shall state that the employee may be required to perform bilingual services in other County departments. Any employee filling a bilingual position may be subject to disciplinary action if they refuse to provide bilingual services.

ARTICLE 16 JURY DUTY

16.1 Jury Duty

A regular employee shall be allowed such time off with pay as is required in connection with the jury duty. An employee shall notify his Department Head immediately upon receiving notice of jury duty.

If an employee volunteers for jury duty, such as county grand jury, they must request to use applicable accruals for time off during work hours.

**ARTICLE 17
OCCUPATIONAL HEALTH**

17.1 Preplacement Medical Evaluations

A. Policy Statement

It is the intent and purpose of the Sutter County Medical Evaluation Program to:

1. Identify medical conditions and any related physical limitations of prospective employees in order to assure their placement in jobs which they can perform safely without risk of injury to themselves, fellow employees, and the public.
2. Allow individuals with disabilities to be placed in jobs they can safely perform and to provide reasonable accommodation for qualified individuals with disabilities pursuant to the Americans with Disabilities Act.
3. Lessen the probability of injury, illness, or the aggravation of existing disorders.
4. Comply with the letter and intent of laws prohibiting discrimination.

B. Application of Program

New employees, including full-time, part-time, limited term, and certain extra help will be required to participate in the Medical Evaluation Program as determined by the physical and environmental factors of the job classification. After all other employment screening has been completed and the successful job candidate has been identified, such candidate will be made a job offer contingent upon the successful completion of a pre-placement medical evaluation, if applicable.

C. Medical Standards

Medical standards are to be job-related only. Employees must meet the medical standards for a job classification in order to be designated as qualified for employment in that classification.

D. Cost of Medical Screening

Sutter County shall pay the cost of the initial medical screening.

E. Appeal of Medical Disqualification

If an applicant is disqualified from appointment to a position for failing to meet the Medical Standards for the job classification, his or her name shall be removed from the eligible list for that job classification. He or she may file a written request through the Human Resources Director for a review of his or her disqualification. The request must be submitted to the Human Resources Director within five (5) working days after the applicant/employee is notified of the disqualification.

The applicant will have the right to submit additional information regarding his or her medical condition, including a report by an independent medical examiner. The information provided must be relevant to the nature and extent of the medical condition(s) which relates to the applicant's disqualification. Opinions regarding the applicant's ability to perform the job, with the medical condition(s) in question should be avoided, since the independent medical examiner will not have access to the employer's in-depth knowledge of the job including the Job Profile and relevant Medical Standards. All medical examinations relating to this appeal are the financial responsibility of the applicant.

Further medical information provided by the applicant should be submitted to the Medical Evaluator for review. The Medical Evaluator should then review the submitted information and determine, in light of this additional information, whether or not the applicant meets the medical requirements of the job classification. If the Medical Evaluator, after reviewing the information, withdraws the disqualification, the applicant's name shall be returned to the eligible list for the job classification. If the disqualification is upheld, an appeal of the disqualification may be submitted to the Sutter County Human Resources Director within twenty (20) working days after the applicant is notified that the disqualification has been upheld. The applicant shall have a reasonable opportunity to submit written and oral evidence to the Human Resources Director. The Human Resources Director shall thereafter issue a written decision on the disqualification. The decision of the Human Resources Director shall be final.

17.2 Preplacement Drug Testing

A. Policy Statement

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug usage can hinder a person's ability to perform duties safely and effectively, the County hereby adopts the following preplacement drug testing policy.

B. Application of Preplacement Drug Testing Program

New employees, including full-time, part-time, limited term and extra help will be required to participate in the Preplacement Drug Testing Program if determined to be job-related. After all other employment screening has been completed and the successful job candidate has been identified, such candidate will be made a job offer contingent upon the successful completion of the drug testing process.

C. Testing Procedures

The Preplacement Drug Testing will be conducted by urine specimen. The process and procedures shall be in accordance with applicable statutes, case law, ordinances, and policies in effect at the time of testing.

All drug test results will be reviewed and interpreted by a physician before they are reported to the applicant and then to the County. With all positive drug tests, the physician (AKA medical review officer) will first contact the applicant to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the medical review officer determines that there was a legitimate medical use for the prohibited drug, the test result will be reported to the County as negative. If the urinalysis tests positive for the presence of controlled substances, the applicant has 72 hours to request that the specimen be analyzed by a different certified lab. All costs associated with the request of the applicant for a second analysis shall be the financial responsibility of the applicant.

D. Failure to Successfully Complete the Drug Testing Process

Any applicant whose drug test is reported to the County as a positive drug test shall be deemed as not successfully completing the County's drug testing process and is not eligible to become employed with the County. His/her name shall be removed from the eligible list for that job classification.

E. Cost of Medical Screening

Sutter County shall pay the cost of the initial drug testing only.

17.3 Fitness for Duty

1. Following any absence of five (5) or more consecutive workdays for illness, injury, or exposure to a contagious disease, whether or not sick leave was used, the affected employee shall obtain a statement from his or her treating provider that the employee is fit for duty or to return to duty with or without accommodation.

2. If in the opinion of the appointing authority an employee is incapacitated for work on account of illness or injury, the appointing authority may require a statement by a qualified medical professional appointed by the County at County expense that the employee is fit for duty or to return to duty. In the event of a disagreement between the employee's treating provider and the County's appointed provider regarding whether or not an employee is fit for duty or to return to duty, a third-party provider approved by both the employee and the County will be appointed at the County's expense to resolve the disagreement.
3. There will be times when the appointing authority will require an employee to provide a statement from his or her treating provider to ensure that an employee is able to perform or to safely perform the essential functions of his/her position. If based on observations of the employee's abilities, conduct and behavior, it is believed that an employee may have a physical and/or mental condition that may prevent the employee from performing or safely performing the essential functions of his/her position, whether or not the employee has been absent from work and whether or not sick leave was used, the appointing authority may require the employee to provide medical information from his/her treating provider that addresses the employee's ability to perform or safely perform those essential functions. The County will pay out-of-pocket medical expenses the employee is required to incur to obtain the medical information required by the County. The employee will be in a paid status and may be required to work, including light duty, pending receipt of the required information from the provider. Failure to provide the required information may result in discipline.

ARTICLE 18 HEALTH INSURANCE

18.1 Medical Plan Insurance

A. Available Plans

An eligible employee may enroll himself/herself and his/her eligible dependents in one of the County sponsored plans.

The County shall, from time to time, check the marketplace to ascertain that County sponsored plans are competitive in pricing and in benefit plan offerings. The County may determine to make changes as set forth in Section 18.1.F. and 18.5.

The County shall offer plans that meet the Affordable Care Act (ACA) requirements relative to benefit levels and affordability. Nothing in this section precludes an employee from seeking coverage from the exchange; however,

contributions made to the medical insurance coverage shall only be for those plans offered through the County's cafeteria plan.

B. County Contribution

1. Effective December 1, 2021 (for the 2022 plan year) , the County contributions to employee medical premiums shall be:

1)	Employee Only Coverage:	\$	688.50
2)	Employee Plus 1 Coverage:	\$	1,362.50
3)	Employee Plus Family Coverage:	\$	1,896.00

County contributions made pursuant to this section shall not exceed the full monthly premium for the PPO-1500 Plan at the coverage level the employee is enrolled or the full monthly premium for any other medical plan option and coverage level to which the employee is enrolled, whichever is less.

The medical insurance contribution to the cafeteria plan made by the County may only be used to pay medical insurance premiums to one of the County sponsored plans selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a County sponsored plan shall not receive any credit for the County's contribution. Employees electing coverage in a County sponsored plan shall enroll in the cafeteria plan for the plan year and authorize a deduction from their pay for the balance of the premium cost. Employees who enroll in a County sponsored plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for medical insurance deducted from their pay on a pre-tax basis, and pay for their share of premiums with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided by law.

2. For future plan years, if the cost of the PPO 1500 Plan should increase over the prior plan year, the County will increase its contribution to one-half of the increase amount. Should the cost of the PPO 1500 Plan decrease from the prior plan year's cost, the County contribution amount shall decrease by one-half the difference between the prior plan year's cost and the new plan year lower amount.
3. Concurrent with the start of the increased County medical contribution indicated above, the County will provide the following incentives to those employees who enroll in the County-sponsored HDHP-3000 Plan.

- a. The County will contribute an amount equal to seventy-five percent (75%) of the difference between the maximum County contribution described in Section 18.1 B.1, and the premium amount for the HDHP-3000 Plan to which the employee is enrolled into the employee's Health Savings Account ("HSA") up to the maximum allowable annual non-taxable contribution.
- b. Employees hired before July 1, 2021 who enroll in the HDHP-3000 Plan for the first time at the Employee-Only level shall receive a one-time contribution of \$2,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution. This incentive shall only be paid upon an employee's first-time enrollment into the High Deductible Health Plan.
- c. Employees hired before July 1, 2021 who enroll in the HDHP-3000 Plan for the first time at the Employee-Plus One or the Employee Plus Family level shall receive a one-time contribution of \$3,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution. This incentive shall only be paid upon an employee's first-time enrollment into the High Deductible Health Plan.
- d. If the one-time contribution when combined with monthly contributions to the HSA exceeds the maximum allowable annual non-taxable contribution, the excess portion of the one-time contribution will be deposited into the employee's deferred compensation account subject to the rules of the plan administrator, maximum deferral limits and any legal restrictions that apply.
- e. If it is determined that excess one-time incentive payments cannot be deposited into the employee's deferred compensation account, the excess amount will be deposited into the employee's HSA during the following plan year provided that this monthly and one-time contribution, when combined, do not exceed the maximum allowable annual non-taxable contribution. This process will repeat in subsequent plan years until the employee receives the full amount of the incentive described in paragraph b. or c., above.
- f. Effective January 1, 2022, Sections 3a, 3d and 3e shall be null and void.

- g. Effective January 1, 2022, for employees enrolled in the High Deductible Health Plan, the County shall make monthly contributions to the employee's Health Savings Account in an amount equal to 25% of the maximum annual health savings account contribution limit set by the Internal Revenue Service.

C. Healthy Lifestyle – Preventive Care Incentives

- 1. An employee who, at no charge to the employee, completes the annual Wellness/Health Screening/Assessment offered through the County-sponsored Wellness Clinic will receive one of the following incentives:
 - a. For calendar year 2017 and each calendar year thereafter, an employee completing the assessment for the first time will receive a gift card valued at \$25.00.
 - b. For calendar year 2018 and each calendar year thereafter, an employee who completes two consecutive annual assessments will receive a gift card valued at \$50.00.
 - c. Incentives provided pursuant to this section are limited to one such incentive each calendar year.
 - d. If an employee who is receiving incentives at the levels specified in paragraphs b. or c. above, has a break in consecutive annual assessments his/her next assessment will be compensated at the level specified in paragraph a. and the progressive incentive payments will reset.
- 2. For calendar year 2018, the County will make up to \$10,000 available on a countywide basis to implement, healthy lifestyle/preventive care incentives that have been developed and recommended by the Employer-Employee Insurance Benefits Advisory Committee.

Prior to implementation, these recommendations must be reviewed and approved by the CAO. If the CAO does not approve the recommended incentives, he/she will notify the chair and vice-chair of the Insurance Benefits Advisory Committee in writing and the proposal will be returned to the Committee for further review and recommendations.

D. Retiree Benefits

Effective January 1, 2003, the County shall offer County sponsored medical insurance plans to employees who retire from County service, and to current retirees who are otherwise eligible to participate in the County sponsored

health plans as determined by the plan provider, subject to the following conditions:

1. The retiree and his/her dependents must be eligible to enroll in a County sponsored plan or a County sponsored comparable Medicare exchange plan based on employment with the County of Sutter, as determined by the plan provider.
2. Continuing eligibility for the County sponsored plan, coverage of retirees and their dependents shall be determined by the plan provider.
3. To be eligible for retiree medical insurance: (1) retiree must be eligible for, and receiving pension benefits from the Public Employees' Retirement System and (2) he/she must be covered as a Sutter County employee under a County sponsored plan on the date immediately prior to retirement and (3) he/she must return their enrollment papers with their premium payment prior to the first day of the month following retirement in order to be eligible for retiree medical insurance coverage.
4. The County of Sutter shall contribute sixteen dollars (\$16.00) per month toward retiree medical insurance through the County sponsored plans on behalf of each eligible retiree who retires prior to December 24, 2005. For employees who retire on or after December 28, 2013, the County of Sutter shall contribute toward retiree medical insurance, based on years of continuous service with Sutter County, in the following amounts:

<u>Years of Service</u>	<u>Monthly County Contribution</u>
5 years but less than 10 years	\$ 16.00
10 years but less than 15	\$ 56.00
15 years but less than 20	\$ 96.00
20 years but less than 25	\$136.00
25 years but less than 30	\$176.00
30+ years	\$216.00

Years of service shall include cumulative continuous service in permanent positions and/or limited term positions that have been granted medical insurance benefits by the Board of Supervisors under Section 5.2 (d) of the *Sutter County Rules Governing Employee Compensation, Benefits, and Working Conditions*. Qualifying service shall be at least half-time (20 hours or more per week). Such service shall be adjusted for leaves of absence without pay. Continuous service shall mean service with no break in service of more than 180 days, excluding layoffs.

Notwithstanding the above, the monthly County contribution toward retiree medical insurance shall be \$16.00 per month for retirees age sixty-five (65) or older, regardless of years of service. For retirees who retired prior to their sixty-fifth (65th) birthday, if the County is contributing more than \$16.00 per month toward their health insurance, the County contribution shall be reduced to \$16.00 per month effective for the first day of the month in which his/her sixty-fifth (65th) birthday falls.

Effective December 1, 2017 (for January 2018 coverage) the monthly County contribution toward retiree medical insurance shall be a maximum of \$55.00 per month for retirees age sixty-five (65) or older, regardless of years of service. For retirees who retired prior to their sixty-fifth (65th) birthday, if the County is contributing more than \$55.00 per month toward their medical insurance, the County contribution shall be reduced to \$55.00 per month effective for the first day of the month in which his/her sixty-fifth (65th) birthday falls.

5. Each enrolled retiree shall pay the full balance of the premium and all future premium increases associated with the plan prior to the first day of the month for which the retiree wishes to be covered by retiree medical insurance in accordance with procedures prescribed by the County.

E. Employees With Other Employer Group Health Insurance Coverage and Not Enrolled in a County Sponsored Health Plan

No "in lieu of" cash benefit shall be provided for employees who are otherwise eligible, who elect not to enroll in a County sponsored health plan.

F. Premium Increases

The County shall contribute the amounts specified above, for each participating employee enrolled in a County sponsored medical plan. Participating eligible employees shall pay each month the difference between the total premium charged by the medical insurance plan the eligible employee has enrolled in and the applicable County contribution. Such payment shall be deducted from the employee's pay on a pre-tax basis pursuant to Section B above.

Any increases to the total premium charged by the applicable medical plans shall be the responsibility of the participating employee, except for those increases assumed by the County in Section B. There shall be no County responsibility for contributions in excess of those set forth herein.

G. Insurance Plan Changes

The County shall not pay the premium for any other medical plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section A above become unavailable, the County reserves the right to consider alternative plans.

H. New Employees and Eligibility Criteria

1. New employees shall be eligible for medical plan coverage on the first day of the month following (30) thirty days of employment. Employees re-employed under Section 11.3 Reemployment Following Separation, or 11.5 Reemployment Following Layoff, of the *Sutter County Personnel Rules and Regulations* shall be eligible for enrollment in accordance with criteria established by the plan provider. If the plan provider eligibility rules preclude the timely deduction of the employees share of premium, the County shall be authorized to make retroactive deductions from the employee's pay to cover his/her share of premium.
2. Effective with the first date of coverage under the County sponsored plans, all eligibility criteria, including but not limited to the effective dates of coverage, the definition of dependents, and the age of eligible dependent children, shall be in accordance with the rules established by the plan provider. Dependents losing eligibility for coverage shall be eligible for individual continuation of coverage pursuant to the provisions of Federal Law contained in the Consolidated Omnibus Budget Reconciliation Act (COBRA). The County shall have no responsibility to continue either coverage or contribution of costs to these dependents, except as required by COBRA.

18.2 Dental Plan Insurance

A. Available Plans and County Contribution

The County will offer three levels of County sponsored dental benefit coverage. The County shall make a contribution to an IRC Section 125 cafeteria plan for dental coverage as indicated in Section B below.

Dental benefits will continue to be provided through Delta Dental plans through the contract term.

The dental insurance contribution to the cafeteria plan made by the County may only be used to pay dental insurance premiums to one of the available plans selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a dental insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a dental insurance plan shall enroll in the cafeteria plan for the plan year and authorize a deduction from their pay for the balance of the premium cost, if any. Employees who enroll in a dental insurance plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for dental insurance deducted from their pay on a pre-tax basis, and pay for their share of premiums with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided for by law.

B. Cafeteria Plan

Effective within the second full pay period following Board adoption (for the 2019 plan year), the County's monthly contributions to the Delta Dental IRC Section 125 cafeteria plan for each employee who is enrolled in one of the County-sponsored health insurance plan options as described below shall not exceed:

Employer		<u>PPO + Premier</u>	<u>PPO + Premier</u>
<u>Cont/Mo.</u>	<u>DeltaCare</u>	<u>1000</u>	<u>2000</u>
EE	\$17.90	\$25.78	\$32.98
EE + 1	\$31.80	\$48.45	\$60.65
Family	\$46.80	\$74.75	\$93.35

For each Plan Year thereafter, if the cost of the Delta Care Plan should increase, the County will increase its contribution to one-half of the increase amount of the Delta Care Plan for all plans. Should the cost of the Delta Care Plan decrease in any plan year from the prior plan year, the County contribution amount for all plans shall decrease by one-half of the difference between the prior Delta Care Plan year cost and the new Delta Care Plan year lower amount.

C. Family With More Than One Eligible Member Employed By The County

When a family contains more than one eligible dependent employed by the County, only one family member shall be enrolled as the "employee" under the County dental plan and the remaining members shall be enrolled as "dependents." No "in lieu of" cash benefit shall be provided.

D. Premium Increases

The County shall contribute the amounts specified in Section 18.2 B, for each participating employee enrolled in a County sponsored dental plan. Participating eligible employees shall pay each month the difference between the total premium charged by the dental insurance plan the eligible employee has enrolled in and the applicable County contribution. Such payment shall be deducted from the employee's pay on a pre-tax basis pursuant to Section 18.2 B.

Any increases to the total premium charged by the applicable dental plans shall be the responsibility of the participating employee, except for those increases assumed by the County in Section 18.2 B. There shall be no County responsibility for contributions in excess of those set forth herein.

E. Insurance Plan Changes

The County shall not pay the premium for any other dental plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 18.2 A, become unavailable, the County reserves the right to consider alternative plans.

F. New Employee

New employees will be eligible for dental plan coverage on the first day of the month following thirty (30) days of employment.

18.3 Vision Plan Insurance

A. Available Plans and County Contribution

The County will offer vision insurance available through Vision Service Plan (VSP) for eligible employees and their eligible dependents. The County shall make a contribution to an IRC Section 125 cafeteria plan for vision coverage as indicated in Section 18.3 B, below.

B. Cafeteria Plan

Effective January 1, 2007, the vision insurance contribution to the cafeteria plan made by the County for eligible employees and their eligible dependents will be 100% of the VSP premium in effect.

The vision insurance contribution to the cafeteria plan made by the County may only be used to pay vision insurance premiums to VSP selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a vision insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a vision insurance plan shall enroll in the cafeteria plan for the plan year. Since the County is contributing the full amount of the vision plan premium to the cafeteria plan there is no cost to the employee who elects such coverage. The employee's election during the plan year is irrevocable except as provided for by law.

C. Family with More Than One Eligible Member Employed By the County

When a family contains more than one eligible dependent employed by the County, only one family member shall be enrolled as the "employee" under the County vision plan and the remaining members shall be enrolled as "dependents". No "in lieu of" cash benefit shall be provided.

D. Premium Increases

The County shall contribute the amounts specified in Section 18.3 B, for each participating employee enrolled in a County sponsored vision plan. Any increases to the total premium charged by the applicable vision plans shall be the responsibility of the County. There shall be no County responsibility for contributions in excess of those set forth herein.

E. Insurance Plan Changes

The County shall not pay the premium for any other vision plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 18.3 A, become unavailable, the County reserves the right to consider alternative plans.

F. New Employee

New employees will be eligible for vision plan coverage on the first day of the month following thirty (30) days of employment.

18.4 Life Insurance Plan

A. Available Plans and County Contribution

The County offers a group term life insurance plan with limits of seventy-five

thousand dollars (\$75,000) for the employee and five thousand dollars (\$5,000) for dependents, except that limits for dependents under the age of six (6) months shall be three hundred and fifty dollars (\$350). The County shall make a contribution to an IRC Section 125 cafeteria plan for life insurance coverage as indicated in Section 18.4 B below.

- B. Effective January 1, 2007, the life insurance contribution to the cafeteria plan made by the County will be 100% of the group term life insurance premium in effect.

The life insurance contribution to the cafeteria plan made by the County may only be used to pay life insurance premiums for coverage selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a life insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a life insurance plan shall enroll in the cafeteria plan for the plan year. Since the County is contributing the full amount of the life insurance premium to the cafeteria plan there is no cost to the employee who elects such coverage. The employee's election during the plan year is irrevocable except as provided for by law.

- C. Premium Increases

The County shall contribute the amounts specified in Section 18.4 B, for each participating employee enrolled in a County sponsored life insurance plan. Any increases to the total premium charged by the applicable life insurance plans shall be the responsibility of the County. There shall be no County responsibility for contributions in excess of those set forth herein.

- D. Insurance Plan Changes

The County shall not pay the premium for any other life insurance plan, which is not sponsored and administered by the County, nor shall the County make any payroll deductions for such other plan.

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 18.4 A, become unavailable, the County reserves the right to consider alternative plans.

- E. New Employee

New employees will be eligible for life insurance plan coverage on the first day of the month following thirty (30) days of employment.

18.5 Employer-Employee Health Benefits Advisory Committee

- A. The Employer-Employee Health Benefits Advisory Committee (“Health Benefits Committee”) shall be comprised of one (1) representative designated by each Bargaining Unit and up to six (6) County representatives who shall be appointed by the County Administrative Officer. The County representatives will include the Human Resources Director who will chair the Committee. The Bargaining Unit representatives will select one of the Bargaining Unit representatives to serve as the vice-chair of the Committee.
- B. At a minimum, the Health Benefits Committee will meet quarterly on a date, at a time and in a location designated by the chair and the vice chair. For the purposes of conducting business, a quorum shall be comprised of one-half of the filled Bargaining Unit representative positions and one-half of the filled County representative positions.
- C. The purpose of the Health Benefits Committee is to study issues related to the County’s insurance plans and the County-sponsored Wellness Clinic and to make suggestions and recommendations, as appropriate, regarding possible modifications.

The Health Benefits Committee also may make recommendations regarding the development and evaluation of informational programs designed to inform employees regarding the selection and efficient use of the insurance options available to them; educational programs that encourage healthy lifestyles and the effective use of preventative care services; and various health/wellness related incentive programs. Unless mutually agreed otherwise, recommendations of the Health Benefits Committee are advisory in nature.

- D. The County will share information related to any changes the County is considering to the current insurance plans. The County reserves the right to retain information it considers to be confidential. The Health Benefits Committee shall review any proposed changes to benefit plan offerings and shall make recommendations regarding such changes. Such recommendation is advisory and non-binding on the County.
- E. Although the parties may reach agreement through the committee processes, membership and participation in the Health Benefits Committee does not constitute a waiver of either the collective bargaining rights of participating employee organizations or the management rights of the County.

18.6 Internal Revenue Code Section 125 Plan

The County will maintain an IRC Section 125 cafeteria plan which shall include the following benefits:

Health Insurance
 Health Savings Account (HSA)
 Health Reimbursement Account (HRA)
 Dental Insurance
 Vision Insurance
 Group Term Life Insurance
 Health Care Spending Account (HCSA)
 Dependent Care Spending Account (DCSA)

The plans and employer and employee contributions to the cafeteria plan for health, dental, vision and group term life insurance shall be as described in Section 18.1 through Section 18.4 above. The plan shall also provide for employee contributions to a HFSA and DCAP. The plan year limits for HCSA, DCSA, HSA and HRA plans shall be at limits allowed by federal law. Employees who enroll in the IRC Section 125 cafeteria plan for the plan year may have their contributions for these benefits deducted from their pay on a pre-tax basis if they elected to participate in the plan and pay for their contributions with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided for by law.

ARTICLE 19
EDUCATION, TRAINING, CERTIFICATION AND PROFESSIONAL LICENSE FEES

19.1 Educational Incentive Pay

County in recognition of the benefits to the citizens of the County of having well trained and educated law enforcement personnel hereby agrees to pay the following educational incentive allowances to employees upon completion of the prerequisite programs. Eligible employees shall be paid at the highest level obtained. There shall be no combining of the allowances. Effective December 20, 2008, the educational incentive allowance shall be as follows:

POST Intermediate	\$ 40 per month
POST Advanced	\$ 60 per month
Associate Degree	\$ 80 per month
Bachelor's Degree	\$100 per month

This provision allows for the payment of educational incentive for any college degree from a recognized college or university. The appointing authority may, subject to the grievance procedure, withdraw educational incentive pay if the employee's performance as indicated on the most recent annual evaluation is less than satisfactory.

19.2 Training Sessions

Whenever an employee is required by his/her Department Head to attend special training sessions, he/she shall be paid his/her normal wages if attendance is during his/her normal working day and at overtime rates when attending sessions beyond the employee's normal working day except as specified in Section 6.10.

19.3 CPR and First-Aid Training

Employees required by state law to be certified in CPR and/or First Aid shall be compensated at the rate of time and one-half for actual time spent in training classes during off-duty hours. Travel time to and from classes shall not be compensated in any manner. An employee wishing to take a class off duty must have the prior approval of the department head. Such approval shall not be denied unless the required training has been made available during the employee's duty hours.

19.4 Tuition Reimbursement

Employees are encouraged to continue their self-development by enrolling in college course work that will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs.

A Tuition Reimbursement Program shall be established pursuant to the following conditions:

1. Application for tuition reimbursement shall be submitted to and approved by the department head and/or his/her designee.
2. The department head may consider length of service, overall job performance, benefit of the college course to the County, availability of funds, and other appropriate factors in reaching his or her decisions.
3. Courses must be related to the work of the employee's current position or occupation.
4. Courses must be taken on employee time.
5. Courses must be taken at accredited institutions.
6. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of \$1,000 each calendar year.
7. Employee must agree in writing to repay the County, including having such amount deducted from employee's final paycheck, for any amount paid pursuant to this section if said employee separates from the County within 12 months of completing such class for which reimbursement was received.

8. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.
9. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course.
10. If reimbursement is received from another source(s) for tuition, books, registration fees, and/or lab fees, the total reimbursement from the County and other sources shall not exceed the total cost for tuition, books, registration fees and/or lab fees. An employee requesting reimbursement shall sign a statement indicating if reimbursement has been or will be received and the amount of such reimbursement.
11. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include the required agreement to repay the County, a statement regarding any other reimbursement and a copy of the transcript showing the final grade earned.

Employees who have obtained a degree related to the work of the employee's current position or occupation will be allowed to utilize the tuition reimbursement toward student loan repayment provided adequate documentation is provided which demonstrates the amount owed for a current loan and the payment received by lender. Employees who are required to obtain a license and/or certification renewal in order to perform their duties may utilize tuition reimbursement toward licensure/certification renewal. In no event will the amount reimbursed to the employee under this section exceed one-thousand dollars (\$1,000) per calendar year.

ARTICLE 20 OUT OF CLASS WORK ASSIGNMENTS

20.1 Out of Class Work Assignments – Law Enforcement Unit

Public Safety Dispatcher II's who are assigned to supervise a shift in the absence of a Supervising Public Safety Dispatcher and Correctional Officers who are assigned to supervise a shift in the absence of a Correctional Sergeant in addition to receiving their regular hourly rate of pay shall receive an additional seven and one-half percent (7.5%) of regular salary for the hours worked in the higher classification.

**ARTICLE 21
DISCHARGE, DISMISSAL, SUSPENSION,
REPRIMAND, REDUCTION IN RANK, AND RIGHT OF APPEAL**

21.1 Purpose

The purpose of this section is to provide an orderly procedure for notice, pre-action response meetings (Skelly), administrative review of minor disciplinary action and formal hearing on appeal of significant disciplinary action.

This procedure shall be the exclusive procedure for taking disciplinary action and appealing disciplinary action against regular permanent employees.

21.2 Definitions

- A. Appointing Authority. The Board of Supervisors, a County officer, the Director of Human Resources, a department head, or any person or group of persons having the power pursuant to law to make an appointment to any position in a specified department for the County or any person designated by an Appointing Authority to act on his/her behalf.
- B. Day. Working day unless otherwise specified. Working day is typically defined as Monday through Friday, excluding holidays.
- C. Hearing. A formal hearing held following an appeal of an employee of disciplinary action taken by an Appointing Authority.
- D. Significant Disciplinary Action. Action taken against a regular permanent employee by the Appointing Authority for just cause which includes discharge, demotion, or reduction in pay or suspension without pay for more than eighteen (18) hours within a one (1) year period, or other discipline for which the law mandates notice and an opportunity for a hearing.
- E. Minor Disciplinary Action. Action taken against a regular permanent employee by the Appointing Authority for cause which does not result in a loss of pay including written reprimand, disciplinary transfer, or disciplinary suspension with pay
- F. Notice. Notice shall be given by personal delivery or by certified mail or, upon mutual Agreement of the parties, by e-mail followed by regular mail.
- G. Parties. The affected employee, the Union, the Appointing Authority, or other members of supervision and management.
- H. Response (Skelly) Meeting. An informal meeting in which the employee has the opportunity to respond to proposed charges prior to action.

- I. Service/Receipt of Notices/Orders. The date of service/receipt of notices/orders shall be that date when the notice/order is actually received by the employee or that date when the last good faith effort at delivery is made and confirmed. Avoidance of service shall not waive time limits specified within this section.

Prior to taking significant disciplinary action, the Appointing Authority should normally discuss such action with the Human Resources Director and submit a copy of any written notice pertaining to the action to County Counsel to review as to legal form and sufficiency. Nothing contained in this section, which is declaratory of existing regulations, shall be construed as preventing the Board of Supervisors from reprimanding, suspending, demoting, or dismissing any appointed At Will Department Head.

21.3 Causes for Discipline

- A. Any of the following causes are sufficient causes for reprimand, dismissal, suspension, or demotion; but the list is indicative rather than inclusive or restrictive, and reprimands, dismissals, suspensions, or demotions may be based on reasons other than those specifically mentioned:
 - a. Intentional misrepresentation or concealment of any material fact in connection with obtaining employment.
 - b. Incompetency or inefficiency on the job.
 - c. Insubordination.
 - d. Dishonesty or fraud.
 - e. Violation of any of the provisions of Sutter County's Alcohol and Drug Abuse Policy.
 - f. Unauthorized absences from duty.
 - g. Conviction of a felony.
 - h. Discourteous treatment of the public or other employees.
 - i. Political activity which is in violation of federal or state laws.
 - j. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
 - k. The violation of any proper policy, regulation or lawful order made and given by a superior.
 - l. Negligent or willful damage to public property or waste of public supplies or equipment.
 - m. Substantial off duty misconduct reasonably and directly related to the employee's public duties.
 - n. Failure or refusal to undergo any physical, medical, and/or psychiatric exam authorized by these rules.
 - o. Failure to comply with such safe working practices, as may be promulgated by the County, in the discharge of duties during work hours.
 - p. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, sex, or age

against the public or other employees while acting in the capacity of an employee.

- q. Conviction of a misdemeanor involving moral turpitude.
- r. Knowingly making a false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

21.4 Minor Disciplinary Action

- A. Minor Disciplinary Action shall include a notice informing employees that they have the ability to provide a written response/rebuttal to the Minor Disciplinary Action to the Department Head within ten (10) working days of their receipt of the action.
- B. If the employee's response/rebuttal raises material inaccuracies or otherwise shows that the Minor Disciplinary Action failed to fully recognize all related circumstances, the Department Head shall have ten (10) working days following the receipt of information to reconsider the imposition of the Minor Disciplinary Action and provide a response to the employee of their decision to amend, remove, or retain the Minor Disciplinary Action.
- C. The Department Head will forward a copy of the employee's response and a copy of the Department Head's response, if any, to the Human Resources Department to attach to the Minor Disciplinary Action.
- D. Nothing in this section prevents an employee from providing a rebuttal to a Minor Disciplinary Action which shall be attached to that document in the official Personnel File in Human Resources.
- E. This shall be the exclusive appeal procedure for Minor Disciplinary Actions. In no event shall Minor Disciplinary Action be appealable to the Board of Supervisors.

21.5 Significant Disciplinary Action

1. Notice of Proposed Discipline

For Significant Disciplinary Action, the employee shall be given written notice of a proposed disciplinary action not less than ten (10) working days in advance of the date the action is proposed to be taken. Such written notice shall include:

- a. A description of the action taken and its effective date or dates.
- b. A clear and concise statement of the reasons for such action, including the rule(s) or regulation(s) or ordinance(s) violated and a complete explanation of the reasons.

- c. A statement advising the person of the right to respond, either verbally and/or in writing, to the authority proposing the action or his or her designee prior to its effective date.
- d. The date and time for the response meeting with the Appointing Authority during which the employee and his/her representative shall have an opportunity to refute the charges or present facts which may not be known to management.
- e. Notice that if no written response is received by the Appointing Authority by the time scheduled for the response meeting and the employee fails to participate in the response meeting, the appointing authority may proceed to order action.
- f. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request. The employee may copy and inspect all materials relied upon as the basis for charges.

2. Response (Skelly) Meeting

- a. At the time and place set for the meeting giving the employee the opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative. Alternatively, the employee may respond in writing not later than the date and time set for the Response Meeting.
- b. Neither the Appointing Authority nor the employee shall be entitled to call witnesses or take testimony.
- c. At the meeting, the Appointing Authority may consider information contained in the charges and recommendations and other information as well as information presented by the employee or his/her representative.
- d. At the conclusion of the Response Meeting or within ten (10) working days, the Appointing Authority shall issue an order taking, amending, or determining not to take the action, and shall give written notice thereof to the employee, which shall include:
 - 1) An explanation of the basis for the action;
 - 2) The charges upheld;
 - 3) The effective date(s) of the imposed discipline;
 - 4) A list of items upon which action is based; and
 - 5) Notice of employee's right to formally appeal any imposed disciplinary action pursuant to Section 21.7 Right of Appeal.

- e. The employee shall be served, either personally or by certified mail, with the Order of Disciplinary Action.
- f. A copy of the Order of Disciplinary Action and all supporting documentation shall be placed in the employee's official personnel file.

21.6 Removal From Worksite Prior to Written Notice – Conditions

Under unusual circumstances, an employee may be removed from the workplace prior to receiving the five days written notice specified in Section 21.2. In these cases the Department Head shall document circumstances which indicate that the employee's continued presence at the work site could have detrimental consequences. In such a situation, the employee may be suspended until the notification process is complete and a decision reached regarding the potential disciplinary action.

21.7 Right of Appeal

A. Law Enforcement Unit

1. If an employee has participated in a response meeting with the Appointing Authority as set forth above, the employee shall have the right to appeal the Significant Disciplinary Action to an Arbitrator following exhaustion of an attempt to resolve the matter through mediation as set forth in these rules.
2. Any regular permanent employee may appeal Significant Disciplinary Action by filing a written Notice of Appeal with the County Human Resources Director within ten (10) working days after service on such employee of the Order of Disciplinary Action.
3. Filing of an appeal shall not stay the effective date of the Order of Disciplinary Action.
4. Failure to make a timely, written request for Appeal shall constitute a formal withdrawal and a waiver of the employee's right to appeal.

B. Mediation

Upon receipt of the Notice of Appeal from the employee, the Human Resources Director shall have ten (10) working days to review the Order of Disciplinary Action, and the Notice of Appeal, and schedule a meeting with the employee and/or the employee's representative and the Appointing Authority in an effort to facilitate a resolution to the Significant Disciplinary Action that is satisfactory to all parties. If the Human Resources Director is unable to facilitate an agreement between the parties, the Human Resources Director shall provide

notice of that fact to the employee personally or by certified mail within ten (10) working days of the meeting.

C. Arbitration

1. Within ten (10) working days of the date of notice to the employee of the unsuccessful results of mediation, the Human Resources Director shall request a list of seven arbitrators from the State Mediation and Conciliation Service or American Arbitration Association.
2. Upon receipt of the list of arbitrators, the parties shall alternately strike one name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.
3. As soon as is administratively possible and subject to the arbitrator's schedule, the date for a hearing shall be set.
4. The Human Resources Director shall notify the interested parties of the time and place of the hearing at least ten (10) working days prior to the scheduled date and time.

21.8 Hearing and Decision

1. All hearings shall be public except when the parties stipulate otherwise. The hearing shall be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbiter as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided in Government Code Section 11510.
2. The arbiter shall render his/her judgment as soon as possible after the conclusion of the hearing as possible His/her decision shall set forth which charges, if any, are sustained and the reasons therefor.
3. The opinion shall set forth findings of fact and conclusions of law. The opinion shall be advisory only.
4. The arbiter may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject, or modify the disciplinary action invoked against the employee. He/she may not provide for discipline more stringent than that invoked by the Appointing Authority.
5. The arbiter's opinion shall be filed with the Human Resources Director, the charged employee, and the Clerk of the Board of Supervisors, and shall set forth his/her findings and conclusion. If a dismissal is not sustained, the opinion

shall set forth the effective date the employee is to be reinstated, which may be any time on or after the date of disciplinary action.

6. The Union/Association and the County agree to bear one-half (1/2) the cost of the arbitrator and any mutually agreed upon ancillary fees, including transcript and reporter fees, that are incurred in the presentation of the appeal to the arbitrator except in those cases where the employee is not represented by the Union. Each party shall bear its own witness and attorney fees.

21.9 Appeal to Board of Supervisors

- A. If within thirty (30) days of receipt by the parties of the arbiter's decision, either party to the action files a written appeal with the Board of Supervisors. Any such appeal shall be served concurrently upon the opposing party.
- B. During a Closed Session of a meeting of the Board of Supervisors, the Board may review the transcript and other documentation, or exhibits associated with the hearing, and shall, based upon such review, adopt, amend, modify, or reject the findings of fact, conclusions of law, and/or opinion of the arbiter.
- C. Either party may request written argument prior to the Board's decision. If such request is granted, the opposing party shall be provided adequate time to present a responsive written argument.
- D. If neither party files such appeal within the above thirty (30) day period for appeal, the decision of the arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

ARTICLE 22 PROHIBITED ACTIVITIES

22.1 General Policy

No employee of Sutter County shall engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a County officer or employee or with the duties, functions, or responsibilities of the appointing authority or Sutter County.

22.2 Prohibitions

No employee of Sutter County shall:

- (a) Represent or counsel for compensation any individual, group of individuals, or private or public organization in legal or administrative actions against Sutter County.
- (b) Use for private gain or advantage Sutter County time, facilities, equipment, or supplies, or his or her badge, uniform, prestige, or influence as a Sutter County officer or employee.
- (c) Receive or accept compensation or other consideration from anyone other than Sutter County, for the performance of an act which the officer or employee would and could render during the regular work hours as part of such officer's or employee's assigned or prescribed duties.
- (d) Be involved in employment outside of his or her duties with Sutter County which would represent a conflict of interest as defined by law.
 - 1. Outside employment involves the use for private gain or advantage of his or her local agency time, facilities, and supplies, or the badge, uniform, prestige, or influence of his or her local agency office or employment, or
 - 2. Outside employment that presents the potential to create private gain or utilize the advantage of his or her local agency time, facilities, and supplies, or the badge, uniform, prestige, or influence of his or her local agency office or employment, or
 - 3. Outside employment involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than his or her local agency for the performance of an act, which the officer or employee, if not performing such act, would be required, or expected to render in the regular course of hours of his or her local agency employment or as part of his or her duties as a local agency officer or employee, or
 - 4. Outside employment involves the performance of an act in other than his or her capacity as a local agency officer or employee which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which he or she is employed, or
 - 5. Outside employment involves time demands as would render performance of his or her duties as a local agency officer or employee less efficient.

ARTICLE 23 GRIEVANCE PROCEDURES

23.1 Purpose

The purposes and objectives of the Grievance Procedure are to:

- A. Assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors, and management.
- B. Afford employees a written and simple means of obtaining consideration of their grievances by informal means at the department head level and review of the Department Head's decisions.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

23.2 Discussion of Request or Complaint

Any employee who believes that he or she has a justifiable request or complaint shall discuss the request or complaint with his or her immediate supervisor in an attempt to settle the matter as simply and informally as possible.

23.3 Definition

A "grievance" is the subject of a written request or complaint which has not been settled as a result of the discussions required by Section 23.2, initiated by an employee, concerning the interpretation and/or application of a specific term of provision of an applicable memorandum of understanding regarding wages, hours and other terms and conditions of employment over which the appointing authority has control. A grievance must specify the relief sought, which relief must be within the power of the appointing authority to grant in whole or in part.

A grievance, nonetheless, shall not include the following:

- 1. a performance evaluation which is rated satisfactory or above;
- 2. a position classification issue;
- 3. an appeal for a dismissal, suspension or demotion, or any other form of discipline, including a letter of reprimand;
- 4. a change in title, job classification or salary;

5. any matter which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Board of Supervisors; or
6. a matter which concerns an employee who has, since filing the grievance, submitted a letter of resignation or otherwise voluntarily terminated his/her employment with the County.

23.4 Special Provisions of the Grievance Procedure

- A. Freedom From Reprisal. No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his/her immediate supervisor, or for the good faith filing of a grievance petition.
- B. Employee Representative. The employee is entitled to representation in the preparation and presentation of his/her grievance at any step in the procedure. The grievant is entitled to be released from work for appearances before any or all levels of the grievance procedure. No person hearing a grievance petition need recognize more than one representative for grievant, unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter. Any expenses incurred by the employee in the retention of representation shall be at the expense of the employee filing the grievance.
- C. Grievance Petition Form. The written grievance shall be submitted on a form provided by the Human Resources Director for this purpose. No grievance petition shall be accepted for processing until the form is complete. If the employee wishes to notify the Association of his/her grievance, he/she may either send a copy of the grievance to the Association Office or to the County Human Resources Department.
- D. Presentation. All grievance petitions shall be initiated within twenty (20) calendar days after the occurrence of the circumstances or employee's knowledge of the circumstances giving rise to the grievance; otherwise, the right to file a grievance petition is waived, and no grievance shall be deemed to exist.
- E. Statement of Grievance. The grievance shall contain a statement of:
 1. The specific situation, act, or acts complained of as unfair.
 2. The inequity or damage suffered by the employee.
 3. The specific action requested.

- F. Consolidation. Grievance petitions involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the petitions.
- G. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.
- H. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time in writing, without prejudice.
- I. Time Limits. Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance petition for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or such extension which may be agreed to, shall be deemed resolved upon the basis of the previous disposition.
- J. Resubmission. Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.
- K. Extension of Time. The time limits within which action must be taken or a decision made as specified in this Resolution may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

23.5 Procedure - Steps

The following procedure shall be followed by an employee submitting a grievance petition:

- A. Step I - An employee who has a grievance shall informally discuss his or her complaint with his or her immediate supervisor. Within seven (7) calendar days, the supervisor shall give his or her decision to the employee orally.
- B. Step II - If the employee feels his/her grievance has not been satisfactorily resolved, or if he/she receives no response from his or her immediate supervisor, he/she shall have seven (7) calendar working days from the date of the supervisor's response, or from the time specified under Step I for the supervisor's response, to formally submit the grievance in writing to the next higher authority. The higher authority shall within ten (10) calendar days of the receipt of the written grievance, supply an answer in writing to the aggrieved employee and the supervisor in Step I, explaining clearly his/her decision or proposed action.

- C. Step III - If the aggrieved employee is not satisfied with the written answer received at Step II, he/she may, within ten (10) calendar days of receipt of such written answer, appeal in writing to the Department Head. The Department Head shall confer with the employee and prior levels of supervision involved in an attempt to affect a harmonious solution. The Department Head shall reply in writing to the employee within ten (10) calendar days following receipt of the written grievance unless the time limitation is extended to a later date by mutual agreement.
- D. Special Provisions. The multi-level steps of the grievance procedure are designated to permit sufficient steps within larger departments having more than one supervisory level. In the case of departments with only one supervisory level between his or her employee and the Department Head, Step II is waived. In departments that have more than three (3) levels of supervision, the Department Head may require that the grievance be processed through all supervisory levels. If the Department Head is the immediate supervisor, Steps I and II are eliminated. A grievance originating in a department that does not have supervisory levels between the employee and the Department Head shall be responded to in writing to the employee by the Department Head.
- E. Step IV - If the employee and the Department Head cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within ten (10) calendar days' limit, the employee may within ten (10) calendar days present his/her grievance in writing to the Human Resources Director and the County Administrative Officer jointly, with a copy to the Department Head. A copy of the Department Head's written response shall be included with the grievance. The Human Resources Director and/or the County Administrative Officer shall within twenty (20) calendar days after receipt of the grievance hear the grievant and the Department Head and render a written decision to the employee, with a copy to the Department Head.
- F. Step V - If the employee or Department Head is not satisfied with the decision of the Human Resources Director and/or County Administrative Officer, either party may within ten (10) days request advisory arbitration. The parties shall request a list of seven arbiters from the State Mediation and Conciliation Service or American Arbitration Association. Within five (5) days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.

Where practicable, the date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, from the date of the selection of the arbiter. The parties may stipulate to a longer period of time in which to hear the appeal.

The Human Resources Director shall duly notify the interested parties of the time and place of the hearing at least seven (7) calendar days prior thereto.

All hearings shall be public except when the parties stipulate otherwise. The hearing shall be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this Section, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbiter as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11510.

The arbiter shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) working days after conducting the hearing. His/her decision shall set forth which alleged violations, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions of law. The opinion shall be advisory only.

The arbiter may sustain or reject any or all of the charges filed in the grievance.

The arbiter's opinion shall be filed with the Human Resources Director, the grievant(s), and the Clerk of the Board of Supervisors, and shall set forth his/her findings and conclusions.


If within thirty (30) days of receipt by the parties of the arbiter's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal to be served concurrently upon the opposing party, the Board of Supervisors will review the transcript of the proceedings, and shall base upon such review, adopt, amend, modify, or reject the findings of fact, conclusions of law, and/or opinion of the arbiter. Either party may request written argument prior to the Board's decision. If such request is granted, the opposing party shall be provided adequate time to present a responsive written argument.

If neither party files such appeal within the above thirty (30) day period for appeal, the decision of the arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

Each party shall bear equally the cost of facilities, fees, and expenses of the arbiter and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.

The Human Resources Director shall execute the decision of the Board within ten (10) working days of the decision.

FOR THE SUTTER DEPUTY
SHERIFFS' ASSOCIATION



Date 11-2-21

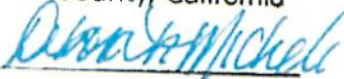
Date _____

FOR THE COUNTY OF SUTTER



Date 10-24-21

Approved as to Form
County Counsel
Sutter County, California

by 

APPENDIX A

Listed herein are all Sutter County job classes represented by the Sutter Deputy Sheriffs' Association.

Accounting Technician I – Law
Accounting Technician II – Law
Administrative Assistant to the Sheriff
Community Services Officer
Correctional Officer
Correctional Sergeant
Correctional Technician
Criminal Records Technician
Evidence Technician
Public Safety Dispatcher I
Public Safety Dispatcher II
Secretary – Law
Sheriff's Legal Specialist
Supervising Public Safety Dispatcher
Welfare Investigator II
Welfare Investigator Supervisor