

MEMORANDUM OF UNDERSTANDING

Between

The County of Sutter

And

**Sutter County Professional
Firefighters' Association**



January 1, 2020 through June 30, 2025

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**MEMORANDUM OF UNDERSTANDING
PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

This Memorandum of Understanding ("MOU") is made and entered into between the SUTTER COUNTY PROFESSIONAL FIREFIGHTERS' 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 Professional Firefighters' 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 upon Board adoption, and end on June 30, 2025.

**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 Fire Safety 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 receipt by the Association of an executed voluntary written authorization, and upon certified written notification, 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 duly authorized Association official. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. Such deductions shall be forwarded to the Association within fifteen (15) working days following such deductions from the employee's pay.

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 those constituting actual deductions made from employee wages earned. The Association shall save 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 December 18, 2023, subject to the changes in such items contained in Board Resolution 83-123 and MOU of parties entered subsequent to December 18, 2023.

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 selection, promotion, or transfer of employees.
- (m) Determine the size and characteristics of the work force.
- (n) Determine the allocation and assignment of work to employees.
- (o) Determine policy affecting the selection of new employees.
- (p) Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
- (q) Determine administration of discipline.
- (r) Determine control and use of County property, materials and equipment.
- (s) Place work with outside firms.
- (t) Determine the kinds and numbers of personnel necessary.
- (u) Determine the methods and means by which such operations are to be conducted.
- (v) Require employees, where necessary, to take in-service training courses during work hours.
- (w) Determine duties to be included in any job classification.
- (x) Determine the necessity of overtime and the amount of overtime required in the event of an emergency.

- (y) Take any necessary action to carry out the mission of the County in cases of an emergency.
- (z) 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.

ARTICLE 3 SALARY

3.1 Salary Schedule:

- A. Effective December 30, 2023, the County will provide an eight and one-quarter percent (8.25%) salary increase to each bargaining unit member.
- B. Effective June 29, 2024, the County will provide an eight and one-quarter percent (8.25%) salary increase to each bargaining unit member.
- C. Should a ballot measure that provides new revenues specific to CSA-F be passed prior to the expiration of this agreement, the County and the Association agree to reopen negotiations for salary only.

ARTICLE 4 MERIT INCREASES WITHIN SALARY RANGE AND LONGEVITY PAY

4.1 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 fifty-two (52) biweekly pay periods (2 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).

4.2 Longevity Pay:

A regular employee who has completed five full years of continuous County service (130 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.

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 five percent (5%) of longevity premium pay.

A regular employee who has completed fifteen full years of continuous County service (390 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.

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 ten percent (10%) 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 Fire Safety Unit employees shall be fifty-six (56) hours and shall begin on each Saturday and end the following Friday.

Pursuant to the FLSA Section 207(k) exemption, the County will adopt the FLSA work period deemed most advantageous to the County. Implementation of the 48/96 Shift Schedule shall coincide with the first day of the designated FLSA work period.

5.2 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 work

days, 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.

5.3 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. This section shall not apply to Sheriff's Deputies when working levee patrol or to firefighters when they are working as volunteer firemen.

5.4 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. For Fire Safety Unit employees, lunch periods shall be arranged by the County Fire Chief.

5.5 Meal Allowance

Firefighters and Fire Equipment Operators shall eat meals at their fire station when they are on duty.

ARTICLE 6 OVERTIME

6.1 Overtime Definition

"Overtime work" for non-exempt employees shall be defined as all authorized work by an eligible employee in excess of two hundred and twelve hours (212) in a twenty-eight (28) day work period performed by a full time regular employee.

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 time off shall be considered hours worked for purposes of calculating overtime.

The County and the Association agree to biweekly pay based on average hours per pay period of 112.32 hours paid at 1.0 x hourly rate, and FLSA OT hours per pay period of 5.83 hours paid at .05 x hourly rate.

Extra help employees shall be paid at the overtime rate after having worked in excess of one hundred and six (106) hours in a pay period.

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 compensated for in equivalent time off at a rate of one and one-half hours for each overtime hour worked. The maximum overtime accumulated shall be 180 hours (120 hours actually worked) provided that such accumulation shall be reduced to a maximum of 72 hours (48 hours actually worked) as of the close of the last complete biweekly pay period ending in March each year.

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 work period; provided, however, for work performed in excess of two hundred and forty (240) hours in any two consecutive biweekly pay periods, they shall be compensated in accordance with the overtime rate.

6.5 Use of Accumulated Compensatory Time

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 ($\frac{1}{2}$) hour.

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

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.

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 work day 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 Overtime/Travel To and From Conferences and Training Sessions

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.

6.10 Daylight Savings

Overtime is not earned for the additional hours in connection with the changeover from Daylight Savings Time to Standard Time in the fall. Conversely, time is accounted as standard for the hour when Standard Time changes to Daylight Savings Time in spring.

6.11 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 considered overtime.

**ARTICLE 7
STANDBY PAY**

7.1 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 Article 6, 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 8
VACATION LEAVE**

8.1 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*.

Eligible employees shall be entitled to vacation at the following rates:

<u>Years of Service</u>	<u>Vacation Accrual Rates</u>
Less than 10 years	Employees working a 56-hour workweek, shall accrue vacation at the rate of .0494505 hours for each compensated hour of pay during his/her regularly scheduled workweek, but not to exceed credit on more than 112 hours in any pay period (i.e. 144 vacation hours per year).
10 or more years	Employees working a 56-hour workweek, shall accrue vacation at the rate of .0618134 hours for each compensated hour of pay during his/her regularly scheduled workweek, but not to exceed credit on more than 112 hours in any pay period (i.e. 180 vacation hours per year).

Such credit shall be applied to the employee's vacation account only upon completion of each pay period.

Effective January 27, 2024, eligible employees shall be entitled to vacation at the following rates:

Less than 5 years	.0495 hours for each hour of pay during the regularly scheduled work period (i.e. six (6) 24-hour days per year).
5, but less than 10 years	.0618 hours for each hour of pay during the regularly scheduled work period (i.e. seven and one-half (7.5) 24-hour work days per year).
10, but less than 15 years	.0701 hours for each hour of pay during the regularly scheduled work period (i.e. eight and one-half (8.5) 24-hour work days per year).
15 or more years	.0824 hours for each hour of pay during the regularly scheduled work period (i.e. ten (10) 24-hour work days 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.

8.2 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 four hundred eighty (480) hours.

8.3 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.

8.4 Ineligible Employees

Temporary or extra help employees do not earn vacation rights.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 Protected Vacation

Employees may request up to four (4) forty-eight (48) hour tours as "protected" vacation per calendar year in which an employee shall not be subject to mandatory shifts four (4) days prior to or four (4) days after the approved protected vacation. Requests must be made at least sixty (60) days in advance and are subject to approval by the department head.

8.11 Payment Upon Separation from County Service

Any person separating from County service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of vacation earned through the last day worked, based on the pay rate in effect for each person 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.

8.12 Conversion of Accumulated Vacation

In November of each year, an employee who has used at least forty (40) hours of vacation during the current calendar year may elect to convert up to one hundred and twenty (120) hours of accumulated but unused vacation to the employee's deferred compensation account provided that, following the conversion, the employee has at least forty (40) hours of accumulated vacation remaining.

ARTICLE 9 SICK LEAVE

9.1 General

Sick leave with pay shall be earned by regular employees in the classified service and may be used as herein provided.

For information pertaining to Extra Help employees, refer to Sutter County Administrative Policies & Procedures, Policy: 907, Title: Paid Sick Leave for Extra Help Employees.

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.

9.2 Sick Leave - Rate of Accumulation

Effective January 1, 2014, regular employees shall earn sick leave with pay at the rate of 168 hours per year. Sick leave shall be credited at the end of each biweekly pay period.

9.3 Permissive Uses of Sick Leave

Sick leave may be applied to:

- A. An absence necessitated by an employee's personal illness or injury.
- 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 for the employee, to include dependent children, when absent during working hours for this purpose is authorized by the department head. 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.

Conflicts with the work schedule can usually be avoided or minimized by cooperation between the immediate supervisor and employee and by scheduling appointments at the beginning or end of the work day (before 9:00 a.m. or after 3:30 p.m.) et cetera.

An employee who is scheduled to work periods other than those included above will usually not be allowed time off for routine medical, vision or dental appointments. An exception can be made on the approval of the immediate supervisor if he/she feels that an exception is in the best interest of the work unit or if there is sufficient justification for such an exception. However, the following provisions should be met by the employee requesting such leave:

1. The employee's immediate supervisor should be informed of the expected absence at least one week prior to the scheduled appointment.
2. The employee will make every effort to return to his/her assigned unit as quickly as possible following the appointment.

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.

Use of sick leave:

- A. Paid sick or disability leave time should be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; in matters directly related to the illness or injury of a family member or in transit to or from one of the above.
- B. Non-work time which comes between days or shifts of sick or disability leave time must be spent as directed by the employee's attending physician with the purpose of recovering from the illness or injury as quickly as possible for return to work.
- C. An employee is to return to work as soon as he/she recovers from an illness or injury including the return to a shift or work day in progress.
- D. 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 attending physician for the specific purpose of rehabilitation.

9.4 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 preventive care for, the employee's family member, he/she may request from his/her department head to be absent for not more than the amount of time that equals one half (1/2) of his/her annual sick leave accruals in any calendar year. Any such time off shall be charged against sick leave. Such leave shall be

subject to all the provisions of Article 9.9, 9.10, 9.11, and 9.14, 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.

9.5 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, 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 fifty-six (56) 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.

9.6 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. Absence due to illness or injury of a member of the employee's family except as provided in Article 9.4 above.

3. Absence on account of medical, dental or similar appointments of a member of the employee's family. The use of vacation or comp time for this purpose shall not be unreasonably denied.
4. 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.
5. 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.

9.7 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 Article 9.2 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.

9.8 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 except as provided in Article 9.16.

9.9 Proof of Reason for Sick Leave

The appointing authority shall approve sick leave only after having ascertained that the absence was for an authorized reason. The appointing authority may require substantiating evidence including a physician's certificate or employee's personal affidavit, at the appointing authority's election. For an absence of one day or less, the appointing authority may only require an employee to submit a physician's certificate 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 physician's certificate will be required. The appointing authority or his/her designated representative may

only require a physician's certificate 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 appears warranted so long as reasonable before approving any sick leave.

The first 24 hours of sick leave used each calendar year cannot be denied, if taken for a lawful purpose.

9.10 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.

The employee shall speak directly with the immediate supervisor, the supervisor in charge, or designee and provide the following information:

1. The general nature of the illness, whether he/she is under doctor's care, and expected date of return to duty.
2. If requested, the name and address of the attending physician and when the employee will again see the physician.
3. Where the employee will be during such leave and how he/she can be reached.

If an employee is absent on an extended illness, it may not be necessary for the employee to call in each day. However, it is the employee's responsibility to maintain contact with the immediate supervisor and to keep the supervisor informed of doctor appointments and expected date of return.

9.11 Denial

If an application for sick leave is denied, the subject absence shall be deemed to be leave without pay unless vacation or comp time are authorized. An employee's verbal or written request to use sick leave accruals up to first 24 hours per calendar year shall not be denied if requested for a lawful purpose.

9.12 Change in Basic Work Week

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

9.13 Doctor's Statement

- A. There will be times when the supervisor will require the employee to provide a physician's statement to support the claim for the sick leave benefit. Such a statement will be necessary under the following conditions:
1. The appointing authority shall approve sick leave only after having ascertained that the absence was for an authorized reason. The appointing authority may require substantiating evidence including a physician's certificate or employee's personal affidavit, at the appointing authority's election. For an absence of one day or less, the appointing authority may only require an employee to submit a physician's certificate 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 physician's certificate will be required. The appointing authority or his/her designated representative may only require a physician's certificate 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 appears warranted so long as reasonable before approving any sick leave.
 2. Following any absence of two (2) or more consecutive work days for illness, injury or exposure to a contagious disease, whether or not sick leave was used, the affected employee shall obtain from a physician licensed to practice medicine in the State of California, a statement that the employee is fit for duty or to return to duty.
 3. Following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, or 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 medical doctor 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 physician and the County appointed physician regarding whether or not an employee is fit for duty or to return to duty, a third party physician recommended by the County sponsored plan provider will be appointed at County expense to resolve the disagreement.

The medical statement must be signed by the licensed medical practitioner providing the care and shall include:

- a. The date the employee was seen by the doctor.
 - b. The general nature of the illness.
 - c. The dates the injury or illness prevent the employee from working.
 - d. The expected date the employee can return to work.
 - e. Restrictions on or limitations of work activity upon return to work, and the time during which they apply.
- B. There will be times when the appointing authority will require an employee to provide a physician's statement 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 physician that addresses the employee's ability to perform or safety 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 requested information from the physician.

The first 24 hours of sick leave used each calendar year cannot be denied, if requested for a lawful purpose.

9.14 Abuse of Sick Leave

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 including the delay of the employee's merit increase for a minimum of one (1) pay period with a maximum of twenty-six (26) pay periods.

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. Other evidence of employee activity which is inconsistent with the legitimate use of sick leave, such as usage higher than the department mean for the previous calendar year (deduct serious illness or injury).
6. Organized "sick out".

The first 24 hours of sick leave used each calendar year cannot be denied, if used for a lawful purpose.

9.15 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 shall be required to integrate any paid time off used (sick leave, holiday, compensatory time off, vacation, administrative leave, etc.) as when added to his/her disability indemnity or Paid Family Leave benefit will result in payment to him/her of his/her full salary. An employee shall accumulate vacation leave 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.

An employee who previously used paid leave balances pending payment from SDI, PFL or Workers' Compensation, shall be entitled to reinstate a portion of such balances equal to the hourly value of the SDI, PFL or Workers' Compensation payment. The integration of paid leave time shall not result in a double payment of "roll-ups" such as Social Security, PERS or other employer contributions.

9.16 Advance of Sick Leave

Whenever an employee in the classified service has exhausted all of his or her accumulated sick leave, vacation time, and compensatory time off, he or she may be advanced additional sick leave up to a maximum of five (5) work days upon recommendation by the appointing authority and approval of the Board of

Supervisors. Such sick leave advance shall be charged against sick leave to be earned by the employee after he or she returns to County service.

To be eligible for an advancement of sick leave as described above, an employee shall have five (5) years of continuous County service and have accumulated at least two hundred (200) hours of sick leave prior to the current medical event that exhausted such leave.

Prior to the advancement of such sick leave, the employee shall execute an agreement approved by the Board of Supervisors promising to repay the County for all benefits and salary accruing to the employee during such leave in the event the employee does not return to County service or has not earned back as of his/her date of termination.

The appointing authority shall take into consideration the employee's reasons for the request and the particular needs of the County prior to making a recommendation to the Board of Supervisors.

9.17 Unused Sick Leave Compensation

Upon termination of employment with the County of Sutter by virtue of retirement, eligible employees shall have all of the unused days of sick leave applied as service credit.

Except that, an employee who has at least seven (7) years of accumulated full-time continuous service (periods of lay off shall not count as a break in service for purposes of this section) as a regular employee (part-time employees to receive a prorated benefit) may elect to have all of the unused days of sick leave applied as service credit or receive an amount equal to fifteen percent (15%), not to exceed 156 hours, of said employee's unused sick leave credits computed against the current value of those credits, using the employee's last dollar wage earned, and have the remaining balance of sick leave days applied as service credit.

9.18 Scheduled Holiday/Vacation

Should an employee, while on vacation, become hospitalized or bedridden, that employee may request that his/her vacation be terminated, and he/she be placed on sick leave. Such request may be granted at the department head's discretion and shall be verified by competent medical authority.

9.19 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 Article 9.14, they should be made aware that their

immediate supervisors may suspect that the sick leave benefit is being abused and may be required to provide medical certification for any future sick leave usage.

An employee's verbal or written request to use sick leave accruals up to first 24 hours per calendar year shall not be denied, when requested for a lawful purpose.

9.20 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 Article 9.17. shall be made to any employee after a final administrative determination by the appropriate governing board 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.

9.21 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 10
HOLIDAYS AND HOLIDAY PAY**

10.1 Holiday Compensation

Except as otherwise provided below, in lieu of any special holiday compensation, Fire Safety employees on a paid status assigned to work a fifty-six (56) hour work week shall receive approximately four and three-tenths (4.3) hours of compensatory time at the end of each pay period, not to exceed one hundred twelve (112) hours in any fiscal year (July 1, through June 30), and may be accumulated to a total of not more than one hundred sixty-eight (168) hours. Such compensatory time shall be maintained in a separate account. Employees may elect to cash-out any unused holiday compensatory time in the final pay period of the fiscal year, election to be made by June 1st of that fiscal year.

10.2 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.

10.3 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.

ARTICLE 11
LEAVE OF ABSENCE AND ASSIGNMENT OF LEAVE BALANCES FOR
CATASTROPHIC ILLNESS OR INJURY

11.1 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 Article 9, 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.

11.2 Leave for Political Purposes

Notwithstanding the provisions of Article 11.4 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.

11.3 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 Article 11.1, 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.

11.4 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 Article 11.3 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.

11.5 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 Article 11.3. 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.

11.6 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 Article 11.1 C.

11.7 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.

11.8 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.

11.9 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.

The Human Resources Director shall be promptly notified of the return of an employee from an official leave of absence.

11.10 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.

11.11 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 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 step-child, 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 step-parent, 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 Article 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.

11.12 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 Article 11.11, 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.

11.13 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 work days 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.

11.14 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.

11.15 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 Article 11.8.

11.16 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 Article 20 of this MOU.

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 Article 20. 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.

11.17 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 Article 11 of this MOU 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 Article 22, 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.

**ARTICLE 12
UNIFORM ALLOWANCE**

12.1 Uniform Allowance

The County will pay a uniform allowance of nine hundred fifty dollars (\$950.00) per year. County agrees to pay said allowance in a lump sum the second pay period in January each year. New employees hired after the second pay period in January shall receive a prorated amount based on the number of remaining pay periods in the calendar year.

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.

12.2 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 13
BILINGUAL PAY**

13.1 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 14 JURY DUTY

14.1 Jury Duty

Mandatory Jury Service

A regular employee shall be allowed such time off with pay as is required in connection with the jury duty. To be compensated, jury duty must coincide with the employee's normal scheduled work hours. An employee shall notify his or her department head on the first business day after receiving notice of jury duty. An employee assigned to work a shift and attending jury duty who is released from jury duty before the end of the work shift, shall return to work if there would be at least one (1) hour of work time remaining in the work shift, exclusive of travel time. With prior arrangement with the employee's supervisor, rather than returning to work, the employee may instead use appropriate time-off accruals.

Voluntary Jury Service

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

ARTICLE 15 OCCUPATIONAL HEALTH

15.1 Medical Evaluation Program

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. 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.

15.2 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.

**ARTICLE 16
HEALTH INSURANCE**

16.1 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 Articles 16.1.F. and 16.5.

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:	\$	709.50
2)	Employee Plus 1 Coverage:	\$	1,404.50
3)	Employee Plus Family Coverage:	\$	1,955.50

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 Article 16.1 B.1 above, 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 January 1, 2022 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.

- b. Employees hired before January 1, 2022 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.
- c. Employees hired before January 1, 2022 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 Article 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 Article 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 Article A become unavailable, the County reserves the right to consider alternative plans, subject to meet and confer.

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.

16.2 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 the first full pay period in December (for the 2019 plan year), or upon Board adoption whichever is later, 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 Cont/Mo.	<u>DeltaCare</u>	<u>PPO + Premier 1000</u>	<u>PPO + Premier 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 Article 16.2 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 Article 16.2 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 Article 16.2 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 Article 16.2 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.

16.3 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 Article 16.3 B, below.

B. Cafeteria Plan

Effective January 1, 2011, 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 Article 16.3 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 Article 16.3 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.

16.4 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 Article 16.4 B below.

B. Cafeteria Plan

Effective January 1, 2011, 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 Article 16.4 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 Article 16.4 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.

16.5 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.

16.6 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 16.1 through Section 16.4 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 17

EDUCATION, TRAINING, CERTIFICATION AND PROFESSIONAL LICENSE FEES

17.1 Educational Incentive Pay

Effective January 27, 2024, the County agrees to provide unit members an educational incentive allowance of \$30 per month for possession of the State Fire Marshall Firefighter II Certificate, \$50 per month for possession of the State Fire Marshall Company Officer Certificate, \$80 per month for possession of an Associate's Degree from an accredited college or university, or \$100 per month for possession of a Bachelor's Degree from an accredited college or university. Educational incentive pays shall not be cumulative.

17.2 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 Article 6.9.

17.3 Emergency Medical Training Certification

A regular employee who is required to renew his/her Emergency Medical Technician Certificate shall be reimbursed one hundred and seventy-five dollars (\$175) upon completion of his/her renewal requirements and presentation of a copy of such renewal to the appointing authority. Such employee shall not become eligible again for reimbursement until a period of twenty-four (24) months has elapsed from the date of his/her last renewal.

A regular employee who is required to renew his/her Emergency Medical Technician Certification as outlined above and who is fully qualified as an EMT-D (Defibrillator) shall be reimbursed two hundred twenty five dollars (\$225) upon completion of the renewal and other requirements laid out in the above paragraph.

17.4 Training and Tuition Reimbursement Program

Employees are encouraged to continue their self-development by enrolling in professional development 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.

Effective July 1, 2024, a Training and 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. Courses must be related to the work of the employee's position or occupation.
3. Courses must be taken on employee time.
4. Courses must be taken at institutions approved by the department head.
5. Reimbursement is limited to a maximum of \$1,000 per employee each fiscal year.
6. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.
7. Reimbursement shall be made to the employee upon satisfactory completion of the course. Reimbursement for college coursework requires a minimum final grade of C.
8. There shall be no reimbursement for costs in which the employee receives reimbursement from other source(s).

9. Upon successful completion of the course, the employee shall submit a request for reimbursement to the department. The request for reimbursement must include proof of course completion and verification of fees paid.
10. Tuition reimbursement is not required to be used for courses or continuing education required by the classification specification.
11. Employees who have obtained a job-related degree will be allowed to utilize the tuition reimbursement toward student loan repayment provided adequate documentation is provided which demonstrates the amount owed is for a current loan and the payment received by lender.

ARTICLE 18 SUBSTITUTE WORK

18.1 Substitute Work

A. Substitute Work

1. Subject to the provisions of Section 207(p)(3) of the Fair Labor Standards Act, Section 553.31 (a) of the Code of Federal Regulations and the limitations set forth in this Section, Regular Firefighters assigned to the Fire Safety Unit who have completed their probationary period may engage in substitute work with other, similarly qualified Regular Firefighters.
2. Substitute work agreements are voluntary in nature and exclusively for the participating employees' own convenience. The pay for both the substituting and the substituted employee will be unaffected by the agreement. The hours worked by the substituting employee shall be excluded in the calculation of the hours for which he/she would otherwise be entitled to overtime compensation under the FLSA. If the substitute work agreement involves employees of different ranks, the lower ranking employee will not receive Out of Class Pay while performing the duties of the higher ranking employee.
3. Should the law change requiring the payment of overtime compensation for substitute work, this policy shall be automatically canceled, and the parties will meet and confer regarding a substitute policy.

B. Limitations - Responsibilities

1. Agreements must be executed in increments not less than two (2) hours nor more than forty-eight (48) hours. Employees may not perform more

than ninety-six hours of substitute work in a calendar month. Employees may not use substitute work to take more than ninety-six hours off in a calendar month.

If, following the 48/96 shift schedule trial period the County returns to the shift schedule in place immediately prior to implementation of the 48/96 schedule, the following shall apply:

Agreements must be executed in increments not less than two (2) hours nor more than twenty-four (24) hours. Employees may not perform more than ninety-six hours of substitute work in a calendar month. Employees may not use substitute work to take more than ninety-six hours off in a calendar month.

2. Employees providing substitute work must be qualified to perform the duties of the employee for whom they will be working. The verification of qualifications shall be a function of management approval.
3. The employee who initiates a substitute work request shall retain responsibility for the hours he/she was originally scheduled to work. If the substituting employee fails to perform, the initiating employee will be responsible to work his/her originally scheduled hours. If the initiating employee is unable to work those hours his/her appropriate leave balance(s) will be debited by an amount equal to the missed work. If the initiating employee's leave balances are not sufficient to cover the absence, he/she will not be paid for the appropriate number of hours.
4. Substitute work agreements are voluntary in nature and strictly between the participating employees. Except for the express provisions of this policy, the County and/or the Fire Department shall have no role in the enforcement of these agreements.

C. Management Approval Required

1. Substitute Work requests will be submitted in writing on the form provided to the initiating employee's assigned Battalion Chief a minimum of two (2) weeks before the request is scheduled to be executed.
2. The Battalion Chief will evaluate the request consistent with the provisions of this policy and will either approve or deny it and notify the affected employees of his/her decision at least one (1) week before the request is scheduled to be executed. Decisions of the Battalion Chief shall be final.

3. Requests of an urgent nature may be requested, evaluated and approved on an expedited basis. The initiating employee will be responsible for articulating, to his/her assigned Battalion Chief's satisfaction, the circumstances justifying urgent consideration of the request.

D. Work-Place Tracking

1. If approved, it will be the responsibility of the employee and the approving Battalion Chief to ensure that all work-place records reflect the substitute work.

E. Payroll Records

1. The initiating employee for whom substitute work is performed will enter Hour Code "STF" (Substitute Time Off) onto his/her timesheet for each hour not worked as a result of the approved substitute work agreement.
2. The employee providing substitute work will enter Hour Code "STO" (Substitute Time On) onto his/her timesheet for each hour worked as a substitute.
3. It will be the responsibility of the employee and the approving Battalion Chief to ensure that all payroll records accurately reflect executed substitute work agreements.

**ARTICLE 19
OUT OF CLASS WORK ASSIGNMENTS**

19.1 Out of Class Pay

Fire Engineers who are assigned to supervise in the absence of a Fire Captain in addition to their regular pay shall receive out-of-class pay in the amount of five percent (5%) of their straight time hourly rate for each full hour worked in the higher classification. The out of class pay will be calculated by multiplying their hourly straight time rate times five percent (5%) times the number of hours worked in the higher classification, regardless of whether the hours assigned out of class duty includes any FLSA overtime or regular overtime.

- A. When a Fire Engineer has been temporarily assigned to supervise in a higher classification for four (4) consecutive shifts, he/she will be compensated pursuant to Section 12.6 of the *Personnel Rules and Regulations*.

1. The County will not interrupt a Fire Engineer's consecutive shift assignment for the purpose of avoiding the higher Out of Class Pay provided by Article 19.1 A., above.
- B. When a Fire Engineer is temporarily assigned as a Fire Captain while assigned to a State of California Office of Emergency Services Strike Team working outside Sutter County and the County is fully reimbursed for such service through appropriate cost recovery measures, the Fire Engineer so assigned will receive an additional five percent (5%) of his/her base salary for the duration of the assignment.

**ARTICLE 20
DISCHARGE, DISMISSAL, SUSPENSION,
REPRIMAND, REDUCTION IN RANK, AND RIGHT OF APPEAL**

20.1 Regular Employee

Any regular employee, which term does not include elected officials and appointed department heads, may be reprimanded, suspended, demoted, dismissed or have his/her merit increase delayed or reversed pursuant to Section 13.5 of the *Personnel Rules and Regulations*, by the appropriate appointing authority in the manner specified in this section. 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 Department Head.

20.2 Right to Respond to Charges Prior to Disciplinary Action

At least five calendar days prior to the effective date of a "significant disciplinary action" against an employee with regular status, the appointing authority shall give written notice of such disciplinary action to the employee personally, or by certified mail. 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 acts or omissions on which the disciplinary action is based.
- c. A statement advising the person of the right to respond, either verbally or in writing, to the authority proposing the action prior to its effective date.
- d. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request.

- e. A statement advising the person of the right to appeal to the Board of Supervisors and the time within which the appeal must be made. Prior to taking such significant disciplinary action, the appointing authority shall discuss such action with the Human Resources Director and submit a copy of the written notice to the County Counsel to review for legal sufficiency. A copy of the written notice shall be filed in the employee's official personnel record.

20.3 Removal From Work Site Prior to Written Notice – Conditions

Under unusual circumstances, an employee may be removed from the work place prior to receiving the five days written notice specified in Article 20.2. 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.

20.4 Suspension

A suspension imposed by an appointing authority shall not exceed two (2) biweekly pay periods (28 calendar days). All suspensions shall be without pay, except that an employee may be suspended with pay if the suspension occurs prior to a decision by the Department Head regarding disciplinary action.

20.5 Causes for Discipline

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. Unsatisfactory performance.
- c. Unexcused neglect of duty.
- d. Insubordination.
- e. Dishonesty.
- f. Drunkenness on duty.
- g. Violation of any of the provisions of Sutter County's Alcohol and Drug Abuse Policy.
- h. Unexcused absence without leave not constituting abandonment of employment as

defined in Article 11.10, Abandonment of Employment.

- i. Conviction of a felony.
- j. Discourteous treatment of the public or other employees.
- k. Political activity which is in violation of federal or state laws.
- l. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- m. Violation of any of the provisions of Article 21, Prohibited Activities.
- n. Negligent or willful damage to public property or waste of public supplies or equipment.
- o. Misappropriation or misuse of county funds or property.
- p. Failure or refusal to undergo any physical, medical, and/or psychiatric exam authorized by these rules.
- q. Failure to comply with such safe working practices, as may be promulgated by the County, in the discharge of duties during work hours.
- r. 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.
- s. Failure or refusal to cooperate in an investigation being conducted by the County.
- t. Conviction of a misdemeanor involving moral turpitude.
- u. Violation of the provisions of Section 23.0 of the *Personnel Rules and Regulations, Discriminatory Workplace Harassment Policy*.
- v. 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.

20.6 Right of Appeal

- 1. Any regular employee, other than a probationary employee, who is suspended, demoted, or dismissed, may appeal from the written notice of disciplinary action by filing a notice of appeal with the County Human Resources Director no later than 5:00 p.m. on the seventh (7th) calendar day after service on such employee of the written notice of disciplinary action as herein above provided.

2. No later than 5:00 p.m. on the fourteenth (14th) calendar day from the date of service of said notice upon the employee, such employee or his/her authorized representative shall file with the Human Resources Director and Department Head an answer in writing to the charges set forth in the written notice of disciplinary action unless this requirement is waived by mutual agreement of the parties. The Human Resources Director shall review said notice, notice of appeal, and answer and shall have ten (10) calendar days within which to then discuss the disciplinary action and appeal with the employee and/or his or her representative and the appointing authority in order to determine if a hearing is necessary, and to notify the employee of such determination.
3. Employee shall have until 5:00 p.m. on the tenth (10th) calendar day following service of the Human Resources Director's notice to make a formal, written request for advisory arbitration. Failure to make a timely, written request for arbitration shall constitute a waiver of the employee's right to advisory arbitration.

Within ten (10) calendar days after receipt of the formal, written request for advisory arbitration, the Human Resources Director 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.
4. Where practicable, the date for a hearing shall not be less than ten (10) calendar days, nor more than thirty (30) calendar 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.
5. The Clerk of the Board shall duly notify the interested parties of the time and place of the hearing at least seven (7) calendar days prior thereto. A probationary employee shall have no right to appeal any dismissal action but may be granted the privilege of appeal as set forth in Section 14.5 of the *Personnel Rules and Regulations, Separation During Probationary Period*.

20.7 Hearing

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.

20.8 Findings

1. 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 charges, 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.
2. 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.
3. 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.
4. 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 proceeding, and shall, based 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.

5. 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.
6. The Human Resources Director shall execute the decision of the Board within ten (10) business days of the decision.

In the case of suspension, demotion or dismissal prescribed by the Board, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was suspended from duty pending hearing before and decision by the Board, whichever is applicable.

If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then based hourly rate.

7. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section.

20.9 Hearings Conducted by the Board of Supervisors

In all cases where the Board of Supervisors hears the evidence, the Board shall make a finding as to whether the employee was suspended, demoted or dismissed for reasonable cause and make a determination as to the appropriate disposition of the case. The Board shall make one of the following determinations, which shall be binding on all parties:

- a. Sustain the action of the appointing authority.
- b. Negate the action of the appointing authority and reinstate the employee without prejudice or loss of compensation and order that the employee be restored to his/her position.
- c. Impose any disciplinary action which it judges to be appropriate, based on the factual evidence presented except that such recommended disciplinary action shall not exceed the appealed punishment. In those cases where the Board of Supervisors conducts the hearing, the decision of the Board together with supporting findings and conclusions shall be prepared by County Counsel and forwarded to the Clerk of the Board within thirty (30) days. The findings and decision must be announced publicly by the Board at the next regular meeting after completion of the written findings and decision and subsequently forwarded to the affected Department Head, the employee and the Human Resources Director.

20.10 Judicial Review

Any decision of the Board of Supervisors may be reviewed pursuant to Code of Civil Procedure Section 1094.5 provided the petition for the writ of mandamus is filed within the time limit specified in Code of Civil Procedure Section 1094.6.

20.11 Disability

- a. An employee physically or mentally incapacitated for the performance of his/her duties who has been a member of PERS for less than 5 years and who is not incapacitated because of a job related injury suffered while an employee of the County is subject to termination.

- b. All determinations made under this section dealing with disability are subject to existing appeal procedures.

ARTICLE 21 PROHIBITED ACTIVITIES

21.1 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.

21.2 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 employee would and could render during the regular work hours as part of such 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.

21.3 Disciplinary Action

Any employee who receives compensation or other consideration for an act prohibited by this section shall be subject to the disciplinary actions and have the appeal rights as outlined under Article 20.

ARTICLE 22 GRIEVANCE PROCEDURES

22.1 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.

22.2 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.

22.3 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 Article 22.2, 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; or the appeal of a performance evaluation subject to the limitations specified in 1, below. 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 unless the performance evaluation negatively impacts an employee's eligibility to receive Pay for Service with Distinction;
- 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.

22.4 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.
- 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. Performance Evaluations: A grievance petition appealing a below standard performance evaluation or an evaluation that negatively impacts an employee's eligibility to receive Pay for Service with Distinction will be filed, within the time limit specified in Article 22.4 D, above, directly at Step III (Article 22.5 C, below). If the appeal is not satisfactorily resolved at Step III, it may be advanced to Step IV subject to the time limits specified within Article 22.5 E. The Step IV decision will be final and binding on the parties.
- F. 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.
- G. Consolidation. Grievance petitions involving the same or similar issues may be consolidated for presentation at the discretion of the person hearing the petitions.
- H. Resolution. Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the County and the grievant.
- I. Withdrawal. Any grievance petition may be withdrawn by the grievant at any time in writing, without prejudice.
- J. 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.
- K. 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.
- L. 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.

22.5 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.

ARTICLE 23 COUNTY POLICIES

23.1 The County and the Association agree to adopt the following County policies (attached):

1. County-Owned Vehicle Policy
2. Information Technology Acceptable Use Policy
3. Electronic Device Policy
4. Social Media Policy

FOR THE SUTTER COUNTY
PROFESSIONAL FIREFIGHTERS' ASSOCIATION

s/Brandon McReynolds

Date 1-2-2024

s/Heather McFall

Date 1-3-2024

FOR THE COUNTY OF SUTTER

s/Mat Conant

Mat Conant, Vice Chair,
Board of Supervisors

Date 12-19-2023

APPENDIX A

Listed herein are all Sutter County job classes represented by the Sutter County Professional Firefighters' Association

Firefighter
Fire Engineer
Fire Captain