



Amador County Board of Supervisors

810 Court Street
Jackson, CA 95642

Meeting: 02/27/07

DOC ID: 1361

RESOLUTION 2007-50

Deputy Sheriff's Office Association Unit (DSA): Resolution Approving Employee Agreement with the Amador County Deputy Sheriff's Office Association Unit (DSA) for December 1, 2006 - September 30, 2011

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the employee bargaining agreement by and between the County of Amador and the Amador County Deputy Sheriff's Office Association Unit (DSA) on the terms and conditions contained therein for the period of December 1, 2006 through September 30, 2011.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 27th day of February 2007, by the following vote:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Theodore Novelli, District III
SECONDER:	Rich Escamilla, District I
AYES:	Escamilla, Forster, Bottano, Novelli, Oneto

Louis D. Bottano

Chairman, Board of Supervisors

ATTEST:

MARDELL ANDERSON, Clerk of the
Board of Supervisors, Amador County,
California

Deffany Rios
Deputy

**AMADOR COUNTY
DEPUTY SHERIFF'S ASSOCIATION**

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SECTION 1

AGREEMENT

1.1. This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the “County”, and the Amador County Deputy Sheriff’s Association, or its successors, hereinafter referred to as the “Association”.

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

- A. Appendix A: Definitions
- B. Appendix B: Classifications and Wages

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

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period December 1, 2006 through September 30, 2011, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2011, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to re-negotiation by the County and the Association in accordance with the provisions of this Agreement, and of California Government Code §3500-3510, or its successors.

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

SECTION 2

EFFECT OF AGREEMENT

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

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

SECTION 3

WAIVER OR BREACH OF AGREEMENT

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

SECTION 4

EMBODIMENT

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

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

SECTION 5

SEVERABILITY

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

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

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

SECTION 6

WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Sections 1, 5, 26, and 27 of this Agreement, the County and the Association, or its successors, expressly waive and relinquish the right, during the term of this Agreement, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code §3504, or its successors, whether or not any such subject is covered by this Agreement, and whether or not any such subject was negotiated, or was within the contemplation, or knowledge of, either the County or the Association, during negotiations leading to this Agreement; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this employee representation unit, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of the Agreement, if the County and the Association mutually agree to negotiate any provision hereof.

SECTION 7

NONDISCRIMINATION

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

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

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

SECTION 8

COUNTY RIGHTS

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

- A. The right to manage the County generally, and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce, or discontinue any County service, operation, or function.
- D. The right to determine, and/or change, the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.
- E. The right to determine, and/or change, the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's work force.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted. Notwithstanding any other provision of this Agreement, an Agency/Department head may require any employee to work any shift or shifts, day or days, week or weeks, or month or months as deemed appropriate by the Agency/Department head regardless of the employee's scheduled days off or leave. The Agency/Department head shall give as much notice to the employee as is feasible if the Agency/Department Head's scheduling affects an employee's scheduled days off or leave.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements, and/or pacts.
- J. The right to contract, or subcontract, any services, operations, and functions.
- K. The right to lay off employees for non-disciplinary reasons.
- L. The right to discipline employees for just cause.

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

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

CALL-OFFS

8.3. Any Agency/Department Head, or supervisor with authority, may direct an employee to leave his/her worksite if there is insufficient work for said employee to do. Said employee shall not receive pay, but shall receive other benefits for the time after which he/she has been directed to leave.

- A. Call-offs shall be inverse seniority within the classification in which there is insufficient work.
- B. Any employee called off pursuant to this Section may designate said call-off time as vacation leave, holiday leave, or compensated time off (CTO), to the extent said employee has accrued said leave or compensatory time off (CTO) in order to make up a full work day.
- C. An employee called off after reporting to work without first having received notice of being called off for that day as set forth in Section 24 shall receive a minimum of two (2) hours of pay for that day.

SECTION 9

EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

construed to limit any jurisdictional or interagency cooperation under circumstances where such activity is deemed necessary or desirable by the jurisdictions or agencies involved.

SECTION 10

POLITICAL ACTIVITIES

10.1. Political activities by County employees shall be governed by the provisions of the Amador County Policies & Procedures Manual (Policy # 1-800).

SECTION 11

RECOGNITION

11.1. The County hereby reaffirms its recognition of the Association as the representative of all employees in the Amador County Deputy Sheriff's Association established by Resolution No. 95-422. Personnel in this Association shall include all employees in classes listed in Appendix B.

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

11.3. All newly created positions assigned to the Deputy Sheriff's Association shall be assigned to the Association's representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successor.

SECTION 12

ASSOCIATION RIGHTS

12.1. The County shall allow a reasonable number of representatives designated by the Association, which shall not exceed three (3) except by mutual consent of the County and the Association, reasonable time off work, which shall not exceed thirty-six (36) hours multiplied by three (3) representatives, for a total of one hundred and eight (108) hours, without loss of pay or benefits for formal negotiations. Such time off work shall be for formal negotiations with the County for the purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment. The three (3) representatives designated by the Association shall include at least one (1) representative each from Patrol and the District Attorney's Office.

12.2. On or before August 1, 2011, the Association shall notify the County Administrative Officer in writing, of the names of the representatives designated by the Association to negotiate with the County in accordance with this Section and Section 27 of this Agreement. In the event of the replacement of a representative so designated, the Association shall notify the County Administrative officer, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the County.

12.3. Upon appropriate written and revocable authorization by an employee, the County Auditor shall deduct from the pay of such employee and make appropriate remittance for Association membership dues, and for other plans or programs jointly approved by the Association and the County. Deductions for State Disability Insurance (SDI) premiums are expressly authorized in Section 25, and said authorizations are not revocable.

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

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

12.6. The Association shall have the following additional rights:

- A. Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. Use, without charge, of County buildings at reasonable times for Association matters.
- C. With the exception of normal wear and tear, the Association shall be responsible for any damage to County property caused by such use.
- D. Use, without charge, of reasonable space on any County bulletin boards.

- E. Use, without charge, of any County interoffice communications systems, including E-Mail, for transmission of information concerning Association matters, but not on County time, unless directed by management. Such use shall not extend to the use of the U.S. Mail, or to the making of long distance telephone calls at County expense.
- F. Review, at reasonable times, of any public matter in the possession of the County.

SECTION 13

CONCERTED ACTIVITIES

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

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

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

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

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

SECTION 14

SAFETY CONDITIONS

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

14.2. The Association and the County agree to consult upon, and to cooperate in, effecting the Occupational Illness and Injury Prevention Program governed by the provisions of the Amador County Policies & Procedures Manual (Policy # 4-100). As a part of this program, each department shall have a Department Safety Officer, designated by the Department Head, responsible for conducting on-the-job training and ensuring that each employee is able to complete each assigned task safely. The Association and the County agree further to cooperate in carrying out such job safety programs, practices, and procedures as may be promulgated by the County, or required by state law, rule, regulation or order.

14.3. With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County, or by federal and/or state law, rule, regulation, or order. The County agrees to provide bulletproof vests, of a type agreed upon by the Association and the Sheriff, and approved by the Board of Supervisors, for any officer assigned to either patrol or the detective division, who agrees to wear one routinely.

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

14.5. In the event of injury or illness arising out of his/her employment with the County, an employee incurring such injury or illness shall notify his/her immediate supervisor or, in their absence, another supervisor, or the Risk Manager, of the injury or illness as soon as practicable in accordance with the protocol governed by the provisions of the Amador County Policies & Procedures Manual (Policy # 4-200).

14.6. As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, and/or the Risk Manager, about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Risk Manager as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Risk Manager, if the matter has been referred to the Risk Manager. If the Risk Manager is not available on a timely basis, the Agency/Department Head, or his/her designee, shall investigate the matter and make the decision for the Risk Manager. No employee shall be required, and no employee shall be disciplined, for refusing to work

with unsafe equipment, or under an unsafe condition if such equipment or condition is determined to be unsafe by an authorized representative of the State Division of Occupational Safety and Health (OSHA), the Risk Manager, or his/her designee, or any person who has supervisory authority over the affected employee.

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

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

SECTION 15

PROBATIONARY PERIOD

REGULAR EMPLOYEES

15.1. A new regular employee in the Sheriff's Office and/or the District Attorney's Office, shall be required to serve a probationary period of eighteen (18) months from the date of his/her employment (an "eighteen-month probationary employee").

15.2. All promoted employees in all departments shall be required to serve a probationary period of twelve (12) months from the date of his/her promotion (a "twelve-month probationary employee").

PERMANENT STATUS

15.3. Upon successful completion of his/her probationary period, probationary employees shall be granted permanent status using the procedure set forth in this Section and Section 16. A period of suspension during the probationary period shall not be counted in calculating the probationary period.

PERFORMANCE APPRAISALS

15.4. During the probationary period, each eighteen-month probationary employee shall receive four (4) formal performance appraisals, and each twelve-month probationary employee shall receive three (3) formal performance appraisals, as a means of determining such job characteristics as adjustment to employment conditions, integration in the work force, job learning progress, attendance, and any other feature of the individual's job that is significant to the employee's retention, decision making, and the prospects of job success. During this period of employment, each employee should receive close supervision, instruction, review of work, training, and any other guidance that is supportive of the employee's opportunity for success on the job.

TERMINATION OR RETURN TO PREVIOUS POSITION

15.5. A new probationary employee may be terminated for any lawful reason at any time during the probationary period. A promoted probationary employee may be returned to his/her previous position for any lawful reason at anytime during the probationary period. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period.

NOTICE

15.6. A probationary employee who is terminated, or returned to his/her previous position, shall be given written notice of said action.

APPEALS

15.7. A probationary employee who is terminated, or returned to his/her previous position, shall have no right to appeal or to grieve the termination/return with the following two exceptions: (1) A probationary employee who is terminated, or returned to his/her previous position, for failing to perform satisfactorily his or her duties during the probationary period who has not had at least the number of timely appraisals required by this Section and Section 16, or (2) who has cause to believe that his/her termination/return was based on unlawful discrimination shall have the same appeal rights accorded to permanent employees from disciplinary actions as set forth in Section 19.

EXTRA-HELP EMPLOYEES

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

LIMITED TERM EMPLOYEES

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

CHANGE OF STATUS

15.10. In the event that a probationary employee is not appraised, or does not receive a timely report of appointment to permanent status, the probationary employee shall remain on probationary status for a maximum of one (1) month after the 18-month probationary period unless the employee's probationary status has been extended, in writing, in lieu of termination, or returned to his/her previous position. At the conclusion of said additional one (1) month on probationary status without the employee's being terminated/returned, or receiving a report of appointment to permanent status, an employee whose probationary status has not been extended in lieu of termination/return shall automatically achieve permanent status.

15.11. The probationary status of an employee may be extended, upon written notice prior to the conclusion of probation, for a period equivalent to the time the employee was not available for evaluation for any of the following reasons:

1. Injury or other temporary disability of the employee;
2. Temporary withdrawal of the employee from the program;
3. Suspension; or
4. Military leave.

New Employee Orientation

15.12 The County shall provide orientation to new employees, as soon as possible, after they begin work. The orientation shall be conducted in the manner as governed by the Amador County Policies & Procedures Manual (Policy # 2-510).

SECTION 16

PERFORMANCE APPRAISALS

PURPOSE

16.1. The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used (a) to identify the appraiser's expectations for the employee's job performance, (b) to acknowledge above standard performance, (c) to prescribe the means and method of converting deficiencies to a required level of performance, and (d) to encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency, as governed by the Amador County Policies & Procedures Manual (Policy # 2-500).

APPRAISERS

16.2. Employees shall be appraised by one or more supervisors, or an Agency/Department Head, all of whom shall have personal knowledge of the job performance of the employee.

16.3. The appraising supervisor, or Agency/Department Head, shall be referred to herein as an "appraiser".

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

FORMS

16.5. All appraisers shall use the official form provided by the County. This form shall be made available from, and distributed by, the Department of Personnel.

PERMANENT EMPLOYEES

16.6. Permanent employees shall be appraised whenever the County perceives the need for such appraisal and at least once per year within a month of the anniversary of their date of hire or promotion.

PROBATIONARY PERIOD

16.7. If a probationary employee is successfully completing the probationary period, the employee's appraiser shall complete appraisals of the employee no later than the end of the third, sixth, twelfth, and seventeenth months of his/her probationary period. After the final appraisal, if retention of the employee or permanency of the promotion is warranted, the appraiser shall submit to the Personnel Director a report of appointment approving the probationary employee's change of status from probationary to permanent.

16.8. The Personnel Director shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than thirty (30) calendar days prior to the date when an employee's appraisal is required by this Agreement.

16.9. The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal, or other appropriate documentation, is completed and on file with the Personnel Director.

REVIEW OF APPRAISALS

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

16.11. Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within thirty (30) calendar days of receiving the appraisal, and the response shall be appended to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response.

COPIES

16.12. The appraiser shall provide to the employee a copy of such written response, and both the appraiser and the appraised employee shall sign and date the written response.

APPEALS

16.13. Any Sheriff's Office or District Attorney's Office employee who receives an unsatisfactory or outstanding appraisal, or the employee is dissatisfied with the appraisal, the employee may meet with the appropriate Division Commander, or District Attorney, to review and discuss the appraisal. Such meeting shall be without representation for either the employee of the Division Commander or the District Attorney.

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

SECTION 17

PERSONNEL FILES

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

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

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

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

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

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

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

17.8. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Personnel Director shall sign and date such attachment in his/her/their stead.

SECTION 18

SENIORITY/LAYOFFS/RECALL

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

SENIORITY

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

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

18.4. Extra-help and limited term employees do not accrue seniority.

18.5. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff of one (1) year or less, shall constitute a break in service. A break in seniority shall result in loss of all previously accrued seniority.

18.6. Seniority shall be reduced for:

A. Accumulated suspension time of more than ten (10) days; and

B. Any leave of absence, without pay, for more than 30 days. Such reduction in seniority shall be in full-month increments for a minimum of one (1) month and rounded to the next higher month for any partial months.

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

LAYOFFS

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

18.9. It is agreed that employees who are not represented by this Association may bump into positions in this Association by virtue of rights that are part of another Agreement and are consistent with the layoff and bumping provisions of this Agreement.

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

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

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

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

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

18.14. Seniority ties will be broken by the employee with the earliest date of entry to continuous County service.

BUMPING RIGHTS

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

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

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

18.18. A regular full-time employee may always bump a part-time employee even if the part-time employee has greater seniority than the full-time employee.

RECALL RIGHTS

18.19. Regular employees laid off shall be placed on a recall list in order of their seniority so that the employee with the greatest class seniority is recalled first.

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

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

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

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

RECALL FROM LAYOFF

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

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

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

SECTION 19

DISCIPLINARY ACTIONS

JUST AND SUFFICIENT CAUSE

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

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

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

- P. Conviction of any felony.
- Q. Conviction of any misdemeanor committed while on duty, or any misdemeanor involving moral turpitude.
- R. Discourteous treatment toward another employee, or toward a member of the public, while on duty, or off duty if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- S. Unlawful use of, or being under the influence of, any controlled substance, as defined by California Health and Safety Code Section 11007, or its successors, while on duty.
- T. Use of, or being under the influence of, alcohol while on duty.
- U. Breach of confidentiality as covered in departmental and County-wide policy, as governed by the provisions of the Amador County Policies & Procedures manual (Policy # 6-100).
- V. Engaging in inappropriate discriminatory activity against one or more persons protected under state or federal law as described in Section 7 of this Agreement.
- W. Inability, or incapacity, to perform assigned job duties.
- X. Any breach of a professional, County, Probation Office, District Attorney's Office, or Sheriff's Office standard, policy, or rule or a negligent act or omission which results in injury or damage to property or to another person or employee.
- Y. Other behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the County, or to the employee's Agency/Department.

PROCEDURES

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

19.4. Except as provided by Sections 7, 15, and 16 herein, there shall be no right of appeal from any disciplinary action, except by a permanent full-time or part-time employee.

DISCIPLINARY PROCESS

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

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

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

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

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

- A. The name, work address, and telephone number of the initiator.
- B. The nature of the proposed action.
- C. A statement of the reason for the proposed action.

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

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

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

19.11. Service of a true and complete copy of the above notice, including all accompanying documentation (which includes tape recordings), shall also be made upon an Association President, with the concurrence of the subject employee, and upon the County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

SKELLY PROCESS

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

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

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

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

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

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

APPEAL PROCESS

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

19.19. If the employee is dissatisfied with the action taken after the Skelly process, he or she may appeal the decision to the American Arbitration Association within five (5) working days of being given notice of the decision by filing a written request with the American Arbitration Association with a copy to the Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to the American Arbitration Association.

19.20. The employee or the County may appeal as follows. Any appeal arising from the Skelly decision shall be submitted to arbitration administered by the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules. The Arbitrator shall be chosen by the American Arbitration Association without input from the parties. The matter shall be heard by the Arbitrator and conducted by him/her according to said expedited procedures. The parties further agree to accept the Arbitrator's award as final and binding on them.

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

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

COSTS

19.23 The cost of hearings before the Arbitrator for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay the participation fees required by the American Arbitration Association.

ADMINISTRATIVE LEAVE

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

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

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

19.27 If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

19.28 No employee shall be placed on administrative leave for longer than fifteen (15) calendar days; provided, however, that an Initiator may request the County Administrative Officer to extend the administrative leave for a maximum of one 15-calendar-day period and the County Administrative Officer may, upon good cause shown, with written notice to the employee, grant said extension. If the Initiator has reason to extend the administrative leave beyond the thirty (30) day period, he/she must obtain approval of the extension of time from the Board of Supervisors.

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

INTERNAL AFFAIRS INVESTIGATIONS

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

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

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

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

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

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

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

19.37 An employee under questioning shall not be subjected to offensive language, or threatened with disciplinary action, except that an employee who refuses, or willfully fails, to respond to any questions, or to submit to questioning, shall be informed that refusal, or willful failure, to answer any questions directly related to the investigation or questioning, may result in disciplinary action. No promise of reward shall be made as an inducement to answer any question.

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

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

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

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

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

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

SECTION 20

GRIEVANCES

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

20.2. Any grievance filed shall include the following information:

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

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

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

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

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

STEP 1. COUNTY/EMPLOYEE/ASSOCIATION

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

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

20.9. Within five (5) working days of such a meeting when the grievant is an employee, the County supervisory or management official shall serve written notice of the decision to the grievant. When the grievant is the County, the employee or the Association shall notify the grievant within five (5) working days if the grievance has been resolved.

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

STEP 2. AGENCY/DEPARTMENT HEAD

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

STEP 3. EVIDENTIARY HEARING

20.12. The grievant may appeal the decision at Step 2 to the Board of Supervisors for a binding decision by filing a written appeal with the Board within five (5) working days of receiving the decision from Step 2.

20.13. The hearing on grievances shall be conducted and decided by the Board of Supervisors using the same procedure as hearings on disciplinary actions as set forth in Section 19.

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

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

SECTION 21

SICK LEAVE AND LEAVES OF ABSENCE

SICK LEAVE – ELIGIBILITY

21.1. Regular full-time, and regular part-time, employees shall earn, and accrue, eight (8) hours paid leave of absence for illness or injury for every one hundred seventy-four (174) hours of service, which accrual shall be credited monthly.

- A. Sick leave may be taken when the employee is sick or injured and unable to perform his/her duties substantially like normal or would endanger other employees or the public.

21.2. Sick leave **shall not** be earned on the sick leave hours paid to employees by the County for the purposes of coordination with benefits received from State Disability Insurance.

21.3. Pregnancy, childbirth, and complications arising therefrom, shall be treated as an illness for purposes of sick leave.

21.4. Unused sick leave shall accrue from year to year.

21.5. Except as may otherwise be provided by California Labor Code Section 4850, or its successors, the sick leave earned by an employee shall not be available to the employee until after completion of six (6) continuous months of employment with the County.

21.6. Any employee taking sick leave shall care for himself/herself to enable him/her to return to work as soon as possible.

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

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

his/her available sick leave is exhausted. An employee on workers' compensation or State Disability Insurance (SDI) shall have the option of using his/her accrued vacation leave.

21.9. An employee shall not accrue sick leave or any other leave described in this section while receiving non-work related disability benefits.

UNUSED SICK LEAVE

21.10. No employee shall be eligible for any payment for unused sick leave, except as provided in Section 21.12. Employees shall receive credit for unused sick leave toward retirement benefits as provided in Public Employees Retirement System (PERS), Section 20862.8.

21.11. Unused sick leave shall accrue from year to year. When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of accrued sick leave hours upon simultaneous retirement and receipt of PERS benefits only.

BEREAVEMENT LEAVE

21.12. A regular employee shall be granted paid leave of absence, not to exceed five (5) days on account of the death of any member of his/her immediate family.

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

21.14. Use of bereavement leave shall be charged against the employee's available sick leave, unless the member of his/her immediate family who has died is a child, spouse, or parent of the employee, in which case the employee's bereavement leave, to a maximum of three (3) days, shall not be charged against the employee's available sick leave. Unless expressly electing otherwise, an employee who exhausts his/her available sick leave shall utilize his/her available vacation leave, until his/her available vacation leave is exhausted.

21.15. An employee may elect not to utilize his/her available vacation leave, in accordance with the provisions herein by giving written notice of such election to the Personnel Director prior to exhaustion of the employee's available sick leave.

JURY DUTY OR TESTIMONY ON BEHALF OF COUNTY

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

PERSONAL NECESSITY LEAVE

21.17. No more than six (6) days annually of a regular employee's available sick leave may be taken for reasons of personal necessity. Personal Necessity shall mean any of the following:

- A. Illness, or injury, of a member of the employee's immediate family.
- B. Such other reasons as may be approved by the Board of Supervisors, or its designated representative.

21.18. Except in cases of bona fide emergency, the County shall require, prior to and/or following the employee's use of such leave, appropriate verification of personal necessity leave. In cases of bona fide emergency, the County shall require appropriate verification of personal necessity leave following an employee's use of such leave.

EXAMINATIONS OR INTERVIEWS

21.19. Regular employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

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

MILITARY LEAVE

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

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

21.23. Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves, in accordance with the provisions of California Military and Veterans Code §389, 395, 395.01, 395.02, 395.03, 395.05, 395.1, 395.3 and 395.4, and Government Code Section 22816.1 or their successors.

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

CATASTROPHIC LEAVE

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

FAMILY MEDICAL LEAVE ACT (FMLA)

21.26. The County shall comply with federal and state law regarding family medical leave, as outlined in the Amador County Policies & Procedures manual (Policy # 2-601).

OTHER LEAVES

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

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

21.29. No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease to accrue for the duration of any such unpaid leave of absence, unless continuation of such benefit accrual is required in accordance with the provisions of the Sections herein as they relate to Military Leave.

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

UNAUTHORIZED ABSENCES

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

resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.

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

VOLUNTARY RESIGNATIONS

21.33. Prior to the County's invoking of the Section herein as it relates to Unauthorized Absences, so as to effectuate an employee's automatic voluntary resignation, the employee's Agency/Department Head, or his/her designee, shall give written notice to the employee of the facts supporting the Agency/Department Head's, or his/her designee's, invocation of the Section herein as it relates to Unauthorized Absences, and the date upon which the voluntary resignation shall be deemed effective. Said notice shall be served on the employee personally, or by first class mail sent to the employee's last known home address.

21.34. The notice shall also inform the employee of his/her right to challenge the accuracy of the factual basis supporting the voluntary resignation and to meet with the County Administrative Officer to present his/her version of the facts. The employee shall have fifteen (15) days after the giving of said notice to request the meeting. Such a request shall stay the effective date of the voluntary resignation until the County Administrative Officer meets with the employee and decides the matter.

21.35. The County Administrative Officer shall meet with the Agency/Department Head, or his/her designee, and the employee as soon as is practicable, but no later than fifteen (15) days from the day on which the employee requests the meeting.

21.36. Following the meeting, the County Administrative Officer shall determine whether the employee was absent without leave, or other authorization for five (5) or more consecutive working days, and, if so, the County Administrative Officer shall uphold the voluntary resignation.

21.37. The County Administrative officer shall give written notice of his/her decision to the employee and the Agency/Department Head, or his/her designee. The giving of said notice deciding that a voluntary resignation has occurred effectuates the voluntary resignation of the employee as of that date. The notice shall also contain a statement of the employee's rights as set forth in this Section to petition through the County Administrative Officer to the Board of Supervisors for reinstatement. The statement of said rights contained in this Section may be given by including in the notice a copy of this Section.

SECTION 22

HOLIDAY LEAVE

ELIGIBILITY

22.1. Regular full-time employees shall be granted paid holiday leave in accordance with this Section for the following holidays:

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

SATURDAY OR SUNDAY

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

COMPENSATION

22.3. Regular part-time employees shall earn paid holiday leave at the rate of eight (8) hours holiday leave for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which hours of service shall be performed prior to a holiday as designated herein in order for such employee to establish eligibility for holiday leave for such holiday.

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

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

22.6. A regular employee who is required, or permitted, to work on a holiday for which he/she is eligible for paid holiday leave, shall be granted compensation at a rate equal to two (2) times the employee's straight-time rate of pay for all such hours worked. An employee assigned to a ten-hour/four-day (10/4) work-week shall receive holiday pay or accrued holiday leave for eight (8) hours of holiday pay for each holiday.

22.7. When a holiday falls on a regular day off for an employee assigned to a 4/10 work schedule said employee shall be credited with eight (8) hours of holiday pay. When a holiday falls on a regular working day, said employee has the option of either supplementing two (2) hours with vacation time or compensatory time off (CTO) or by using time that has accumulated in the holiday bank. Any unused time in the holiday bank shall be paid off in cash after the end of each calendar year.

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

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

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

SECTION 23

VACATION LEAVE

ELIGIBILITY

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

- A. For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which accrual shall be credited monthly.
- B. For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred thirty and fifty hundredths (130.50) hours of service, which accrual shall be credited monthly.
- C. For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every ninety-nine and forty-three hundredths (99.43) hours of service, which accrual shall be credited monthly.

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

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

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

23.5. Employees may only accrue vacation time to a maximum of twice their current annual vacation accrual rate, provided that no employee shall lose vacation time to meet the needs of the County. Once an employee accrues twice their current annual vacation accrual rate, the employee will not accrue additional vacation time until after they have used enough of their accrued vacation time to allow additional accrual, and then only in an amount until the employee reaches the maximum of twice their current annual vacation accrual rate. An employee cannot accrue vacation time more than twice their current annual vacation accrual rate, unless the County is unable to allow the employee time off to use vacation time. At any time after an employee reaches two (2) months of the maximum accrual of vacation leave and has no vacation leave scheduled he/she may be directed by his Agency/Department Head to take all or any part of his/her vacation whenever the Agency/Department Head elects.

23.6. Except in cases of a bona fide emergency, vacation leave shall be requested by an employee wishing to utilize such leave at least fifteen (15) days in advance of the day upon which such leave is to commence. Vacation leave shall be scheduled by the employee's Agency/Department Head, or his/her designee, at times requested by the employee insofar, as possible within the County's work requirements. Whenever possible, vacations shall be granted at the time requested by the employee. In order to avoid undue disruption of work activities, or to minimize conflicts with other employee's vacations, the Agency/Department head, or his/her designee, may place reasonable restrictions on the use of accrued vacation. However, the County shall make every reasonable effort to make time available for employees to take vacation time. If the County is unable to make time available to an employee for said vacation, the employee will continue to accrue additional vacation time in excess of twice the employee's annual vacation accrual rate until such time as the County is able to make time available to the employee. If the County is unable to make time available to an employee for said vacation, the employee's Agency/Department Head, or his/her designee, shall notify the County Auditor, in writing, that the Agency/Department Head, or his/her designee, is unable to give the employee time off for vacation.

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

MANDATORY WEEK AWAY FROM WORK

23.7. Each employee shall be absent from work for seven (7) consecutive days, using any combination of days for which the employee is not scheduled to work including accrued vacation leave, accrued holiday leave, and/or compensated time off (CTO), subject to the department's scheduling requirements.

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

SECTION 24

HOURS OF WORK

WORKDAY

24.1. The workday for full-time employees shall be eight (8) hours; or ten (10) hours (as determined by the employee's Agency/Department head, or his/her designee).

24.2. Any Agency/Department Head, or his/her designee, may develop and approve a specific alternative work schedule to those set forth herein, which alternative schedule may be implemented if the Board of Supervisors so agrees.

24.3. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of the Sections contained herein. Notwithstanding any other provision of this Agreement, the Sheriff or his delegate, or the District Attorney or his delegate, may schedule any deputy or investigator to work an extended shift of a maximum of twelve (12) hours in any day without the employee's being compensated at overtime rates for the hours beyond the regular workday provided:

- A. The employee is given forty-eight (48) hours notice of his/her placement on the extended shift.
- B. Placement on the extended shift shall be solely for a pre-planned police action, including but not limited to surveillance, cultivation observations, or stakeouts.
- C. The employee is compensated at overtime rates for anytime he/she works over eighty (80) hours in the two-week period in which the extended shift occurs.

WORKWEEK

24.4. The workweek for full-time employees shall be five (5) workdays or four (4) workdays (as determined by the employee's Agency/Department Head, or his/her designee) within a calendar week, for a total of forty (40) hours.

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

24.6. The workweek for any employee may be extended at the discretion of the County, in accordance with the provisions of the Sections contained herein.

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

24.8. At least thirty (30) days prior to the Sheriff's or the District attorney's effecting a change in the regularly scheduled 10-hour/4-day shifts in effect for any group of employees with the same position, management shall give notice thereof to the affected employees; provided, however, that the notice requirements as set forth herein shall not apply to individual employees where the remainder of employees in said group do not change from the 10-hour/4-day shifts, or when any emergency requires such a change as determined in the sole discretion of the Sheriff or the District Attorney.

24.9. Notwithstanding the foregoing, the work period for the purpose of determining overtime pursuant to the Fair Labor Standards Act (FLSA) shall be twenty-eight (28) days per month.

MEAL/BREAK PERIODS

24.10. Every employee shall be granted compensated meal/break time at the rate of fifteen (15) minutes for each four (4) hours of continuous work, or major fraction thereof. Compensated meal/break time shall be included and taken within the employee's regular ten(10) or twelve (12) hour shift. The allocated time may be used in one block, or in smaller time blocks, with the consent of the employee's supervisor. No other break or rest periods are granted, or recognized, during the regular shift. In such cases where the employee is unable to take the meal/break period, due to workload, no special compensation (including overtime pay) may be granted.

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

CALL-IN/STANDBY/OVERTIME

24.12. An employee required by the County to work in addition to his/her workday any time which is not continuous with his/her workday, shall, for each instance of the performance of such work, be considered to have performed at least three (3) hours of overtime work in accordance with the provisions of the Sections contained herein. For purposes of Section 25.24., this provision is hereby waived. An employee called out to work which work is continuous to his/her workday, whether called out from standby or not, shall not be entitled to call-in pay but shall be entitled to overtime pay for his/her time worked in addition to his/her regular workday. Telephone calls to an employee on standby shall not be compensated. Telephone calls to an employee not on standby shall be compensated at fifteen (15) minutes of overtime for the total of all such calls during one twenty four hour period; provided, however, that if the actual time of all said calls during one such period exceeds fifteen (15) minutes the employee shall be compensated at the overtime rate for the total time taken for said telephone calls.

24.13. An employee assigned by the County to be on standby during non-duty hours shall make himself/herself available for, and respond to, all calls for work during such standby period; an employee who is found to be unavailable for, or who fails to, respond to a call for the performance of work during a standby period shall be subject to disciplinary action for insubordination or willful disobedience.

- A. “Available for calls for work” means that the employee on standby shall be in the county of his/her residence, with uniform immediately available, and shall not consume alcohol or other drugs that would not be tolerated while on duty.

24.14. Any employee assigned by the County to be on call during non duty hours shall receive standby compensation at the rate of three dollars (\$3.00) per hour during such standby period, provided such employee makes himself/herself available for, and responds to, all calls for work during such period within fifteen (15) minutes of receiving communication that he/she should report for work. Any employee who is found not to be available for, or who fails to respond to, a call for the performance of work during a standby period shall receive no standby compensation for the entire standby period.

24.15. Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions of Section 24.19. herein. For the first such instance performance of work during any twelve (12) hour standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least one (1) hour of overtime work beyond the workday in accordance with the provisions of Section 24.19. herein.

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

24.17. Standby compensation shall not be considered part of the employee’s regular rate of pay for purposes of Section 24.19. herein.

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

OVERTIME/COMPENSATORY TIME OFF (CTO)

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

- A. A maximum of forty (40) hours of compensatory time off (CTO) may be accumulated by any employee and then taken in cash or in time off at the option of the employee.
- B. Once overtime accrues to 40 hours in compensatory time off (CTO), all overtime will be paid in cash at overtime rates and compensatory time off will not accrue.
- C. An employee may use (or “take”) a maximum of 174 hours of CTO in any calendar year beginning December 1, 2006. After an employee has used the 174 hours he/she has no option to take or accrue additional CTO; he/she shall be paid in cash at overtime rates for overtime worked.

- D. Also subject to these notice provisions, management may direct an employee to use any amount of compensatory time off (CTO) when management finds it appropriate for the employee to do so.

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

24.21. For the purpose of computing overtime compensation, the term "employee's regular rate of pay" shall include the POST Intermediate and Advanced Certificate pay as defined in Section 26.

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

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

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

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

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

SECTION 25

HEALTH AND WELFARE BENEFITS

HEALTH INSURANCE- ELIGIBILITY

25.1. Every regular full-time employee, other than those employees to which Sections 18, 19, and 21 apply is eligible for an employee health benefits allowance on the first day of the month, following the month in which such employee begins his/her County employment. Said regular full-time employees shall be entitled to such insurance allowance without regard to the number of hours worked by such employees each month.

25.2. Full-time employees enrolled in one of the PERS Health Plan Programs will receive a monthly benefit allowance, up to the maximum rate, to help cover the costs of such premiums for programs available through the PERS Health Plan, but will not receive any money in excess of the premium amount. As of January 1, 2007, the maximum monthly allowance to employees enrolled in one of the PERS Health Plan Programs is \$554.91 for a single employee, \$877.72 for two-party enrollment, and \$1,155.83 for family enrollment. The employee has the option to enroll in the PERS program of his/her choice and will receive the monthly allowance for the premium. The County will increase the health insurance premium allowance in the December payroll for the January 1st premium increase in each year of this contract by the percentage increase of the PERS Choice plan annually, up to 20%. If the PERS Choice premium increases more than 20% in one year, both parties agree to meet and confer to consider possible options.

25.3. Any employee covered by major medical insurance other than the County's, after showing proof thereof, may take \$340.00 per month in cash or deferred compensation, or use all or part of that amount to upgrade vision, dental, and life insurance.

PERS HEALTH BENEFITS

25.4. The County has amended its existing contract with PERS to make available PERS cafeteria-plan health benefits to covered full-time regular employees ("active members"), and retired covered employees who are annuitants of PERS ("covered retirees"). Covered retirees shall include active members who retire, *i.e.*, who become PERS annuitants directly upon leaving County employment.

25.5. The County shall pay the monthly cafeteria-plan health benefits, contributions required by PERS, from said insurance allowance for each active full-time member, and into PERS for each covered retiree, based on the PERS prescribed rate schedule.

25.6. Each active member shall direct the County Auditor to deduct from his/her paycheck any amount requested by the employee to be transmitted to PERS, in addition to the monthly amount specified above, or to another provider to pay for insurance benefits. Any amount not so directed to be deducted may be used by the employee for any purpose as a part of the employee's compensation.

25.7. As a condition of continued County employment, every regular full-time employee covered by this Agreement, including, but not limited to, active members, shall have in effect at all times

reasonable major medical/hospitalization insurance. Said coverage shall be through PERS, or from another comparable insurer. Regular full-time employees not covered by a PERS major medical/hospitalization insurance program shall be required to submit annually to the Personnel Director, upon the County's request, evidence of having in effect such major medical/hospitalization insurance.

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

PRE-TAX SALARY DEDUCTIONS

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

25.10. Employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly hired employee shall have until the first day of the month, following the month in which he/she completes the sixty (60) days of regular service, in order to complete the enrollments required for insurance coverage. Thereafter, changes in the enrollments for all employees may be made by an employee only during the month of August; provided, however, that the Board of Supervisors may grant any employee permission to change his/her pay/insurance election, or the enrollments, following the employee's application to the Board through the County Administrative Officer for such permission.

DEFERRED COMPENSATION ANNUITY PROGRAM

25.11. Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction.

25.12. At its sole discretion, the County may withdraw, at any time, from participating in any Deferred Compensation Annuity Program previously offered employees through the County, and any employee who has contributed thereto shall receive accrued and/or paid-in benefits from the carrier, in accordance with the terms of said carrier's program, and under no circumstances shall the County be liable to any employee for any contribution benefit, or other consideration relating to said program.

DISABILITY INSURANCE

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

MILEAGE AND TRAVEL ALLOWANCES

25.14. Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore, as governed by the Amador County Policies & Procedures Manual (Policy # 2-700). Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement, except that an employee who is called to work at his/her regular duty station, such as the Detention Facility, shall not be eligible for mileage reimbursement.

25.15. If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee, or shall reimburse the employee for the documented actual cost of such meals, as governed by the Amador County Policies & Procedures Manual (Police # 2-700).

25.16. Other travel allowances shall be paid to employees for travel, which is required by the County as governed by the Amador County Policies & Procedures Manual (Policy # 2-700).

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

25.17. All employees who are eligible to participate in the Public Employees Retirement System (PERS), as set forth in the contract between the County and PERS, shall participate therein according to said contract. The County and PERS shall amend their contract so that those Association employees who qualify (as determined by PERS) are eligible for the retirement plan known variously as the "3%/50" or the "California Highway Patrol Retirement Plan" effective July 1, 2001. The positions that qualify are listed in Appendix B ("qualified employees" hereinafter). The qualified employees shall have an additional contribution, as determined by PERS, deducted monthly by the County Auditor from their pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

25.18. The County pays 100% of the employee's portion of the PERS retirement plan contributions. The \$2.00 per month per employee PERS survivor benefit shall continue to be paid by the employee.

25.19. The County will implement an enhancement to the PERS retirement program. Specifically, the County intends to include One-Year Final Compensation, which would change the period for determining the average monthly pay rate when calculating retirement benefits from the 36 highest paid consecutive months to the 12 highest paid consecutive months. The County will implement these enhancements as soon as possible, based on the response of PERS.

PERS RISK-POOL PROVISIONS

25.20. The PERS contract for safety members has been amended to allow the following options, pursuant to California Government Code Section 20840 (Risk Pools for Local Miscellaneous Members and Local Safety Members), effective 2006:

- A. California Government Code Section 20965 (Credit for Unused Sick Leave);
- B. California Government Code Section 21022 (Public Service Credit for Periods of Layoff);

- C. California Government Code Section 21026 (Public Service Credit for Service Rendered to a Nonprofit Corporation);
- D. California Government Code Section 21037 (Cancellation of Payments for Service Credit Purchase Upon Industrial Disability Retirement);
- E. California Government Code Section 21536 (Local System Service Credit Included in Basic Death Benefits);
- F. California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit); and,
- G. The following Service Credit election And cost Calculation provisions of Chapter 11, Article 5 (commencing with Section 21020) of the California Government Code:
 - 1.) Section 21050 (Lump-sum Payment for Additional Service Credits);
 - 2.) Section 21052 (Member or Retired Employee; Contribution of Increased Employer Liability; Calculation of Amount of Contribution.

UNIFORM ALLOWANCE

25.21. Any covered employee required to wear an Amador County Sheriff’s Office uniform, while on duty, shall be paid a monthly allowance of seventy dollars (\$70.00) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the County. In addition, the County shall provide new employees the necessary uniforms upon employment in lieu of the first year’s uniform allowance.

25.22. In addition thereto, any covered employee required to wear an Amador County Sheriff’s Office uniform, while on duty, shall have said uniform repaired, or replaced, to the extent said uniform or part thereof, is torn or otherwise damaged while said employee is carrying out his/her duties of employment.

HEALTH EXAMINATIONS OR TESTS

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

EMPLOYEE WELLNESS PROGRAM

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

EMPLOYEE ASSISTANCE PROGRAM (EAP)

25.25. In addition, the County and the Association shall implement the Employee Assistance Program, as governed by the Amador County Policies & Procedures Manual (Policy # 2-600).

CANINE PROGRAM

25.26. Sheriff's Office employees who have been approved by the Sheriff to house police dogs (hereafter referred to as "canine handlers") shall be reimbursed for their actual expenses incurred, including feed, routine immunizations, and the costs of veterinarian care for injuries to the dog occurring while the dog is engaged in police work. Pursuant to ***Rudolph v. Metropolitan Airports Commission***, 103 F.3d 677 (8th Cir. 1996), the County and the canine handlers have mutually agreed that the canine handlers will be compensated for the time they spend feeding, exercising, grooming, cleaning after, and otherwise caring for the police dogs by receiving pay for two (2) hours per week at overtime rates (rather than accounting for and being compensated for actual time spent). The figure of two (2) hours per work week was arrived at by the canine handlers, and accepted by the County, as a reasonable amount of time for the canine handlers to spend caring for the police dogs. A canine handler will not be compensated for any time spent in police dog care or training over and above the two (2) hours per week, unless the canine handler receives prior authorization from the Patrol Commander/Captain to perform additional work with the police dog beyond the routine care described above. In order to be valid, such authorization must be received before the work is done and must set forth the task to be accomplished by the canine handler with the police dog and the actual or maximum number of hours for which the canine handler will be compensated for performing that task. At any time during the term of this Agreement, and without any obligation to meet and confer thereon, the County may elect to terminate the canine program upon giving notice to the police dog handlers.

HAZARDOUS DUTY

25.27. "Hazardous duty" means a designated employee being assigned to, and participating in, an action of the Sheriff's Office dive team, or the SWAT team ("Designated Team Member" hereinafter). A Designated Team Member assigned to, and participating in, hazardous duty (not training) shall be paid a thirty dollar (\$30.00) stipend for any calendar month in which said Designated Team member has been on hazardous duty. If a Designated Team member participates in more than one (1) hazardous duty action in any calendar month, he or she shall be entitled to a fifty dollar (\$50.00) stipend. In order to qualify for the stipend, a Commander/Captain, the Undersheriff, or the Sheriff must approve the Designated Team member having participated in the hazardous duty and must identify the specific action and its case number when submitting to the Auditor the request for the stipend.

SECTION 26

CLASSIFICATIONS AND WAGES

CLASSIFICATIONS

26.1. Subject to the provisions contained herein, the classification in the attached Appendix B shall govern the wage range for all classes designated within that schedule, and shall become effective December 1, 2006, or as otherwise set forth in Appendix B. Effective December 1, 2006, the County intends to consider the implementation of a Corporal position within the unit. The Corporal position, if implemented, would encompass FTO duties, detective duties, and supervisory, administrative and some management duties. Until such time as the Corporal position is implemented, the County will continue its current practice of pay for FTO duties.

26.2. An employee occupying a position, which is reclassified to a class with the same or a higher, designated range shall receive the same salary treatment as any other employee being transferred or promoted. An employee occupying a position that is reclassified downward shall receive a Y-rate, if the employee is paid more than the maximum salary for the new class. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department, if they are qualified. They will also be given priority consideration for vacancies in their old class in other departments. Any refusal of an offer in the old class will terminate the Y-rate.

26.3. Employees who occupy positions being reclassified will receive class seniority for the new class equal to one-half (1/2) the time that they have occupied their present class. An offsetting reduction in class seniority will be applied to their present class.

26.4. An employee who occupies a position within any class which requires possession of a Basic Certificate from the Commission on Peace Officer Standards and Training (POST) shall receive a 5% increase in base pay on the first day of the month following the month in which he/she attains the POST Intermediate Certificate. Such employee shall receive an additional 5% increase in base pay the first day of the month in which he/she attains an Advanced Post Certificate.

TEMPORARY ASSIGNMENTS

26.5. An employee assigned temporarily to work in a class with a higher designated range ("Temporary Range") than the range designated for such employee's regularly assigned class may, upon approval by the Board of Supervisors, be paid in accordance with the Temporary Range during the temporary assignment.

26.6. During that temporary assignment, the employee shall retain whatever step in the Temporary Range shall result in a wage increase.

26.7. An employee who believes that a Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a Temporary Range higher than the employee's Regular Range, and who is not receiving the Temporary Range, may request through the

Agency/Department Head, or his/her designee, that the employee be paid in accordance with the Temporary Range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall within five (5) working days, approve, or disapprove, the employee's request, and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee's being paid at the Temporary Range shall be sent to the Board of Supervisors for action.

26.8. If the Agency/Department Head, or his/her designee disapproves the employee's request, the County Administrative Officer shall investigate the request and the Agency/Department Head's, or his/her designee's, decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the employee shall receive the Temporary Range; and if not, the employee shall not receive the Temporary Range. As an alternative to paying at the Temporary Range after the request is made, the Agency/Department Head, or his/her designee, may reduce the duties of the employee so as not to be required to pay the Temporary Range.

26.9. An employee, or a Agency/Department Head, or his/her designee, may appeal the decision of the County Administrative Officer to the Board of Supervisors, which decision shall be final.

26.10. A Deputy Sheriff that is certified as a Field Training Officer, and that is assigned to Field Training Officer status, shall receive a five percent (5%) increase in pay on the base salary for those hours actually assigned to and performing the field training duties while training deputies and/or reserves.

26.11. When an employee is receiving the additional compensation provided for in the Section contained herein, such compensation shall be considered as a part of the base pay rate for purposes of overtime compensation.

PROMOTIONS

26.12. Any employee receiving a promotion shall receive a wage increase of at least five percent (5%) within the salary range for the new class, and shall receive a new step anniversary date.

DEMOTIONS

26.13. An employee who is demoted shall be placed at the highest step within the range for the new class that provides at least a five percent (5%) reduction, unless the employee is subject to the provisions contained herein. The employee shall receive a new step date based on the effective date of the demotion. An employee who has not passed an initial probationary period shall be placed at the entry step of the new class and receive a new date.

WAGES

26.14. The wage schedule in the attached Appendix B shall take effect as set forth in this Section.

26.15. Effective October 1, 2007, and on October 1, 2008, 2009, 2010, and 2011, all covered employees listed in Appendix B shall receive a cost of living adjustment ("COLA") equal to the rise in the Federal Department of Labor Statistics percentage change in the Consumer Price Index for San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers for the August annual report preceding October 1st (the "Index"), but not more than five percent (5%) and not less than

three percent (3%) of their base wage rate as shown in Appendix B, which Appendix shall be updated annually to reflect the base wage rate adjusted by the COLA.

26.16. The dating and issuing of payroll warrants shall be on the last weekday of the month, which is not a holiday.

26.17. Subject to other applicable provisions of the Agreement, every full-time employee who is employed during an entire month, shall be paid a monthly salary equal to one hundred seventy-four (174) times the hourly wage schedule range and step for such employee unless, during any such entire month of employment, he/she has had an unpaid leave of absence, or he/she has been suspended without pay, or unless, because of the lack of unused sick leave and/or annual leave, there are hours for which he/she does not receive full pay in accordance with the provisions of Section 21 herein, and instead receives only disability insurance benefits, and/or workers' compensation temporary disability indemnity.

STEP ADVANCEMENTS

26.18. Step advancement for a regular employee shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Section 19 herein.

26.19. A regular employee hired, or promoted, at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment as a regular employee in his/her regularly assigned class. If such employee completes his/her first six (6) months of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a regular employee hired or promoted at Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

26.20. A regular employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class. If such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, a regular employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the anniversary dates of his/her first step advancement until such employee advances to Step E.

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

26.22. A period of suspension pursuant to section 19 shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancements set forth in the Sections 26 contained herein, but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancements.

Longevity Increases

26.23. Effective October 1, 2007, an employee shall receive a 2.5% increase at the following benchmark years, provided that the employee shall have received at least a “Meets” performance appraisal for at least four of the past five years: 10 years; 15 years; 20 years.

Salary Survey

26.24. The County agrees to conduct a salary survey of the active positions of the members within this bargaining unit in 2009, using the following comparable counties for its survey: Calaveras, Nevada, San Benito, Tuolumne, Yolo, and El Dorado. If the salary range for any Amador County employee within this bargaining unit is more than five percent (5%) below the average salary range for the comparable position in the salary survey after the COLA increase has been applied, the County agrees, to the best of its economic ability to do so, to increase those salary(s) to within five percent (5%) of the average salary for the comparable position(s) in the salary survey effective October 1, 2009. The Unit agrees that to the extent the County’s survey and other actions set forth in this paragraph are subject to the meet and confer provisions of the MMBA, the Unit waives its rights thereto.

SECTION 27

RECOMMENCEMENT OF NEGOTIATIONS

27.1. Either the Association, or the County, shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiation not earlier than June 1, 2011, and not later than August 1, 2011.

27.2. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the provisions herein, their negotiations shall commence not later than August 1, 2011, provided, however, that neither the Association, nor the County, shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 1, 2011.

SECTION 28

TERM, WITNESS, AND SIGNATORS

28.1. Except as otherwise provided herein, the provisions of this Agreement shall become effective on December 1, 2006, and shall remain in effect through September 30, 2011. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other not later than August 1, 2011, of its request to modify, amend, or terminate the Agreement.

28.2. In witness whereof, this Agreement was ratified by a membership vote of the Association on December _____, 2006.

28.3. In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on February 27, 2007 by Resolution No. 07-50.

COUNTY OF AMADOR, CALIFORNIA

By: Louis D. Britano

Chairman, Board of Supervisors

By: Mark Ryan

Sheriff-Coroner

By: Phil D. Rife

District Attorney

AMADOR COUNTY DEPUTY SHERIFF'S ASSOCIATION

By: Gary [Signature]

President, Deputy Sheriff's Association

ORIGINAL SIGNATURES ON FILE WITH PRINTER

APPENDIX A

DEFINITIONS

The definitions in this Section shall govern the construction of this Agreement and shall have the respective meanings given herein unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Classification. The grouping of positions into classes.

Collective Bargaining. The meeting between an employer and employee representatives to confer in

good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

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

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

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

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

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

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

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

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

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

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

Disciplinary Layoff. Disciplinary suspension from work, usually unpaid, for a specified number of days.

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

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

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

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

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

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

Employee Wellness Program. A monetary program provided by employers to go towards reimbursement for employees who participate in a physical fitness program approved by the County Administrative Officer, or designee.

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

Equal Employment Opportunity. A doctrine requiring that applicants and employees not be discriminated against in employment on the basis of

certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

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

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

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

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

Extra-help Employee. An employee limited to working less than 1,000 hours per fiscal year in a temporary, seasonal, on-call, part-time, or other capacity. Extra-help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits or incentives and conditions of employment specifically provided for regular full-time or regular part-time employees except those mandated by the state or federal law. Extra-help employees may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees do not have a probationary period or achieve permanent status.

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

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

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

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

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

Grievance Procedure. A mechanism of expressing dissatisfactions to management.

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

Illness. An unhealthy condition of the body or mind.

Immediate Family. The parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, spouse, child, stepchild, foster child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, son-in-law, or daughter-in-law of an employee.

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

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

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

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

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

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

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

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

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

Licensed Health Care Practitioner. (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner,

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

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

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

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

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

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

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

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

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

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

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

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

Personal Necessity Leave. Leave granted to an employee for personal purposes, not specifically covered by other designated forms of leave (*i.e.*, sick leave, bereavement leave), as specifically outlined in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Class Seniority. Is time spent working within a single classification.

Departmental Seniority. Is time spent working within a single department.

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

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

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

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

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

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

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

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

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

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

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

Title. The name given to a class.

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

Transfer. A change to another position or class.

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

employer's financial resources, and the type of business operation.

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

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

Y-Rate. The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

