

10 4 3 2

**MEMORANDUM OF UNDERSTANDING
PROBATION OFFICERS SAFETY UNIT**

2018 – 2019

ARTICLE I

This Memorandum of Understanding ("MOU") is made and entered into between the SUTTER COUNTY PROBATION OFFICERS ASSOCIATION, PUBLIC EMPLOYEES UNION LOCAL NO. 1 (hereinafter referred to as "Union") and the COUNTY OF SUTTER (hereinafter referred to as the "County") pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.).

ARTICLE II ADOPTION BY COUNTY

This MOU constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors ("Board") on or before December 18, 2018. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until the Board, by majority vote, acts formally to approve it.

ARTICLE III TERM

The Parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment, and it is mutually agreed that the term of this MOU shall commence on July 1, 2018 and end on December 31, 2019.

ARTICLE IV RECOGNITION

County recognizes the Union as the recognized bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees of the County whose employee classifications are contained within the Probation Officers Safety Unit of the County as established in accordance with the Sutter County Employer-Employee Relations Policy Resolution No. 77-21. Both parties recognize their mutual obligation to cooperate with

each other to assure maximum service of the highest quality and efficiency to the citizens of the County. Both County and Union agree to keep duplicate originals of this Agreement on file in a readily accessible location, available for inspection by any County employee or member of the public upon request.

ARTICLE V EMPLOYEE ORIENTATION AND PAYROLL DEDUCTION

The County will allow the Union to meet with new employees hired into the bargaining unit for a total of 45 minutes. The meeting shall occur during the employee orientation or within 15 days of the employee being hired.

Upon certification by the Union that an employee has signed a deduction authorization, the County will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the County.

The Union shall provide a certified membership list to the County. The list will include: Employee Name, Date of Request, Effective Payroll Date, and Calculation of Dues. The Date of Request should be prior to the Friday before pay day. Any requests received by end of business on the Friday before pay day will take effect on that payroll.

The County shall provide the Union an annual copy of the payroll schedule and provide a termination/leave list by email with the date of termination or effective date of leave (if known). The County shall remit to the Union all dues, fees, and assessments in a timely manner, normally within 15 days from the date that such monies were withheld from the employee's pay.

In accordance with Government Code 3502.5 (b), Union agrees to hold the County harmless from any and all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employees pursuant to this MOU.

ARTICLE VI SCOPE OF REPRESENTATION

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

Employees covered by this Agreement may be represented by a Shop Steward. The Union shall have the exclusive right to select, appoint, or assign said Stewards according to its By-Laws. The County shall be notified of the names of the Stewards. The Steward may investigate and present grievances to the County, in accordance with the grievance procedure, during working hours, without loss of time or pay, after notifying their immediate supervisor and with supervisor approval.

ARTICLE VII NEGOTIATION & MEET-AND-CONFER REPRESENTATION

The County shall provide release time for up to three (3) employees to represent the unit for negotiations, meet-and-confers, and reasonable caucus time for each. The Union may reasonably request additional representatives or subject matter experts upon mutual agreement. In no event shall the County pay overtime or pay for hours outside the employee's normal work schedule. On a case-by-case basis, the County may agree to flex a representative's schedule to accommodate a scheduled negotiation meet-and-confer session and/or caucus time.

ARTICLE VIII NO DISCRIMINATION

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

ARTICLE IX PREVAILING RIGHTS

This MOU contains all the covenants, stipulations, and provisions agreed upon by the Parties. Except as amended by this initial MOU, it is understood that all items relating to employee wages, hours, and other terms and conditions of employment that were applicable to the

Professional Bargaining Unit, of which the Sutter County Probation Officers Association was formerly a part of, and not covered herein shall remain the same as those in existence on November 6, 2018, subject to the changes in such items contained in Board Resolution 83-123 and this initial MOU of parties.

ARTICLE X FULL UNDERSTANDING, MODIFICATIONS, WAIVER

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

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

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Board.

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

ARTICLE XI CONTINUED PERFORMANCE OF COUNTY SERVICE

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

will subject violator to legal and equitable judicial relief.

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

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

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

ARTICLE XII MANAGEMENT RIGHTS

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

1. Manage the County.
2. Schedule working hours.
3. Institute changes in procedures.
4. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
5. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
6. Determine services to be rendered.
7. Determine the layout of buildings and equipment and materials to be used therein.
8. Determine processes, techniques, methods, and means of performing work.
9. Determine the size, character and use of inventories.
10. Determine financial policy including accounting procedure.

11. Determine the administrative organization of the system.
12. Determine selection, promotion, or transfer of employees.
13. Determine the size and characteristics of the work force.
14. Determine the allocation and assignment of work to employees.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
17. Determine administration of discipline.
18. Determine control and use of County property, materials and equipment.
19. Place work with outside firms.
20. Determine the kinds and numbers of personnel necessary.
21. Determine the methods and means by which such operations are to be conducted.
22. Require employees, where necessary, to take in-service training courses during work hours.
23. Determine duties to be included in any job classification.
24. Determine the necessity of overtime and the amount of overtime required in the event of an emergency.
25. Take any necessary action to carry out the mission of the County in cases of an emergency.
26. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with the law.

ARTICLE XIII SALARY

1. County will pay each employee a non-pensionable lump sum payment equivalent to two percent (2%) of the employee's annual base wage. To receive the lump sum, employee must be continuously employed by the County from the time the successor MOU is adopted by the Board of Supervisors and on the date of payment of the lump sum. Payment of the lump sum to be made by the second full pay period after Board adoption.

2. County will pay each employee a non-pensionable lump sum payment equivalent to one percent (1%) of the employee's annual base wage. Payment of the lump sum to be made by the first full pay period in July 2019.

ARTICLE XIV OVERTIME

County and Union agree to amend Section 8.0, Overtime, by adding Subsection 8.1, C, Definition – Probation Officers Safety Unit, to the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

8.1 Definition

C. Probation Officers Safety Unit

"Overtime work" shall be defined as all authorized work by an eligible employee in excess of forty (40) hours in a seven (7) day work period performed by a full-time regular employee.

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

Other than County observed holidays specified in Section 13.0, herein, paid leave time, such as sick leave, vacation leave and compensatory time shall not be considered hours worked for purposes of calculating overtime.

For employees working a 4-10 or 9-80 work schedule, in situations where employees supplement holiday leave with vacation leave, compensatory time, or holiday leave, in order to equal a full-day's pay on a County observed holiday, said leave shall be considered holiday leave for purposes of calculating overtime.

ARTICLE XV VACATION

County and Union agree to amend Section 11.0, Vacation Leave, Subsection 11.14, Conversion of Accumulated Vacation, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

11.14 Conversion of Accumulated Vacation

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

ARTICLE XVI HOLIDAYS AND HOLIDAY PAY

County and Union agree to amend Section 13.0, Holidays and Holiday Pay, Subsection 13.1.A, Holidays and Holiday Pay/Established Holidays – Probation Officers Safety Unit, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

13.1 Holidays and Holiday Pay/Established Holidays

A. Probation Officers Safety Unit

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

1. January 1, New Year's Day
2. Third Monday in January, Martin Luther King, Jr. Day
3. Third Monday in February, Washington's Birthday
4. March 31, César Chávez Day
5. Last Monday in May, Memorial Day
6. July 4, Independence Day
7. First Monday in September, Labor Day
8. Veteran's Day: Veteran's Day shall be observed on the day established by the Yuba City Unified School District for such holiday.
9. Thanksgiving Day
10. The Friday following Thanksgiving Day
11. December 24, the day before Christmas
12. December 25, Christmas Day
13. Either the day after the Christmas holiday or the day before the New Year's holiday*
14. All other days as may be approved by the Board of Supervisors

*Each year the County will determine which of the two days shall be observed as a holiday for all employees in the Behavioral Health Division of the Human Services Department and Public Guardian's Office of Welfare and Social Services. All other employees may take either the next work day after the Christmas holiday or the work day before the New Year's holiday as a holiday. For those employees who may receive either day as a holiday, the day to be taken as a holiday is subject to scheduling by the employee's department to ensure adequate staffing is available to provide coverage on both days.

Scheduled Holidays

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

Holiday Leave 2018 and 2019

Upon adoption by the Board, County agrees to add sixteen (16) hours of "holiday leave" to each employee's accrual bank for employees to use between December 24, 2018 and December 31, 2018, subject to Supervisor/Manager approval. New employees hired before December 24, 2018 shall receive this benefit upon employment.

Effective the first full pay period in December 2019, the County agrees to add sixteen (16) hours of "holiday leave" to each employee's accrual bank for employees to use between December 24, 2019 and December 31, 2019, subject to Supervisor/Manager approval. New employees hired before December 24, 2019 shall receive this benefit upon employment.

Unused holiday leave may be used later, but not "cashed out" by the employee.

ARTICLE XVII UNIFORM ALLOWANCE

County and Union agree to amend Section 19.0, Uniform Allowance, by adding Subsection 19.9, Uniform Allowance – Probation Officers Safety Unit, to the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

19.9 Uniform Allowance – Probation Officers Safety Unit

The County agrees to pay a uniform allowance of one hundred dollars (\$100.00) per calendar year. All employees in the Probation Officers Safety Unit are eligible for such allowance. County agrees to pay said uniform allowance in a lump sum on the pay day following the close of pay period number twenty-five (25) each year, providing that eligible employees who leave County service shall be reimbursed on a prorated basis. Eligible employees who have less than twenty-six (26) complete pay periods of service at the close of the twenty-fifth (25th) pay period shall receive a prorated allowance.

ARTICLE XVIII INSURANCE

County and Union agree to amend Section 25.0, Health Insurance, Subsections 25.1, Medical Plan Insurance, 25.2, Dental Plan Insurance, 25.3, Vision Plan Insurance, and 25.6, Internal Revenue Code Section 125 Plan, of the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

25.1 Medical Plan Insurance

A. Available Plans and County Contribution

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

The County shall, from time to time, check the marketplace to ascertain that County sponsored plans are competitive in pricing and in benefit plan offerings. The County may determine to make changes as set forth in Section 25.1.F. and 25.5.

The County shall offer plans that meet the Affordable Care Act (ACA) requirements relative to benefit levels and affordability. Nothing in this agreement precludes an employee from seeking coverage from the exchange; however, contributions made to the medical insurance coverage shall only be for those plans offered through the County's cafeteria plan.

B. Cafeteria Plan – Probation Officers Safety Unit

1. Effective December 1, 2018 (for January 2019 premiums) the County will increase its monthly contributions to the IRC Section 125 cafeteria plan for the medical insurance plan options offered to employees and their eligible dependents who are enrolled in one of the County-sponsored medical insurance plans. Options as described below shall not exceed:

1) Employee Only Coverage:	\$ 627.00
2) Employee Plus 1 Coverage:	\$ 1,240.00
3) Employee Plus Family Coverage:	\$ 1,723.00

County contributions made pursuant to Section 25.1.B 1 shall not exceed the full monthly premium for the PPO-1500 Plan at the coverage level the employee is enrolled or the full monthly premium for any other medical plan option and coverage level to which the employee is enrolled, whichever is less.

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

2. For insurance coverage that becomes effective January 1, 2019 or later, the County will provide the following incentives to those employees who enroll in the County-sponsored HDHP-3000 Plan.
 - a. The County will contribute an amount equal to seventy-five percent (75%) of the difference between the maximum County contribution described in 25.1.B.1 above, and the premium amount for the HDHP-3000 Plan to which the employee is enrolled into the employee's Health Savings Account ("HSA") up to the maximum allowable annual non-taxable contribution.
 - b. Employees who enroll in the HDHP-3000 Plan for the first time at the Employee-Only level shall receive a one-time contribution of \$2,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution.
 - c. Employees who enroll in the HDHP-3000 Plan for the first time at the Employee-Plus One or the Employee Plus Family level shall receive a one-time contribution of \$3,000 into his/her HSA provided that the monthly and one-time contributions, when combined, do not exceed the maximum allowable annual non-taxable contribution.

- d. If the one-time contribution when combined with monthly contributions to the HSA exceeds the maximum allowable annual non-taxable contribution, the excess portion of the one-time contribution will be deposited into the employee's deferred compensation account subject to the rules of the plan administrator, maximum deferral limits and any legal restrictions that apply.
- e. If it is determined that excess one-time incentive payments cannot be deposited into the employee's deferred compensation account, the excess amount will be deposited into the employee's HSA during the following plan year provided that this monthly and one-time contribution, when combined, do not exceed the maximum allowable annual non-taxable contribution. This process will repeat in subsequent plan years until the employee receives the full amount of the incentive described in paragraph b. or c., above.

C. Retiree Benefits

The County shall offer County sponsored medical insurance plans to employees who retire from County service, and to current retirees who are otherwise eligible to participate in the County sponsored health plans as determined by the plan provider, subject to the following conditions:

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

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

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

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

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

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

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

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

E. Premium Increases

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

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

F. Insurance Plan Changes

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

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

G. New Employees and Eligibility Criteria

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

25.2 Dental Plan Insurance

A. Available Plans and County Contribution

The County will offer three levels of County sponsored dental benefit coverage. The County shall make a contribution to an IRC Section 125 cafeteria plan for dental coverage as indicated in Section 25.2, B below.

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

The dental insurance contribution to the cafeteria plan made by the County may only be used to pay dental insurance premiums to one of the available plans selected by the employee and may not be used to pay for any other benefit or cost. The cafeteria plan will not contain any cash out provision and any employee electing not to enroll in a dental insurance plan shall not receive any credit for the County's contribution. Employees electing coverage in a dental insurance plan shall enroll in the cafeteria plan for the plan year and authorize a deduction from their pay for the balance of the premium cost, if any. Employees who enroll in a dental insurance plan offered through the IRC Section 125 cafeteria plan for the plan year will have their contribution for dental insurance deducted

from their pay on a pre-tax basis, and pay for their share of premiums with pre-tax salary reduction dollars. The employee's election during the plan year is irrevocable except as provided for by law.

B. Cafeteria Plan

1. Effective December 1, 2018 (for January 2019 premiums) the County's monthly contributions to the Delta Dental IRC Section 125 cafeteria plan for each employee who is enrolled in one of the County-sponsored health insurance plan options shall not exceed as described below:

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

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

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

D. Premium Increases

The County shall contribute the amounts specified in Section 25.2, B, for each participating employee enrolled in a County sponsored dental plan. Participating eligible employees shall pay each month the difference between the total premium charged by the dental insurance plan the eligible employee has enrolled in and the applicable County contribution. Such payment shall be deducted from the employee's pay on a pre-tax basis pursuant to Section 25.2, B.

Any increases to the total premium charged by the applicable dental plans shall be the responsibility of the participating employee, except for those increases assumed by the County in Section 25.2, B. There shall be no County responsibility for contributions in excess of those set forth herein.

E. Insurance Plan Changes

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

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 25.2, A, become unavailable, the County reserves the right to consider alternative plans, subject to meet and agree.

F. New Employee

New employees will be eligible for dental plan coverage on the first day of the month following thirty (30) days of employment except for employees who return under Section 11.3 Reemployment Following Separation, or Section 11.5, Reemployment Following Layoff, of these rules. Employees re-employed under Section 11.3 or 11.5 of the *Sutter County Personnel Rules and Regulations* shall be eligible for enrollment in the County dental insurance plan effective the first day of the month following 30 days of employment.

25.3 Vision Plan Insurance

A. Available Plans and County Contribution

The County will offer vision insurance available through Vision Service Plan (VSP) in effect on December 31, 2018, for eligible employees and their eligible dependents. The County shall make a contribution to an IRC Section 125 cafeteria plan for vision coverage as indicated in Section 25.3, B below.

B. Cafeteria Plan

Effective January 1, 2019, the vision insurance contribution to the cafeteria plan made by the County for eligible employees and their eligible dependents will be 100% of the VSP premium in effect.

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

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

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

D. Premium Increases

The County shall contribute the amounts specified in Section 25.3, B for each participating employee enrolled in a County sponsored vision plan. Any increases to the total premium charged by the applicable vision plans shall be the responsibility of the County. There shall be no County responsibility for contributions in excess of those set forth herein.

E. Insurance Plan Changes

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

Nothing herein precludes the County from offering a substantially similar alternative insurance plan or from substituting such plan for those mentioned herein. In the event the plans indicated in Section 25.3, A become unavailable, the County reserves the right to consider alternative plans.

F. New Employee

New employees will be eligible for vision plan coverage on the first day of the month following thirty (30) days of employment except for employees who return under Section 11.3 Reemployment Following Separation, or Section 11.5, Reemployment Following Layoff, of these rules. Employees re-employed under Section 11.3 or 11.5 of the *Sutter County Personnel Rules and Regulations* shall be eligible for enrollment in the County vision insurance plan effective the first day of the month following 30 days of employment.

25.6 Internal Revenue Code Section 125 Plan

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

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

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

ARTICLE XIX UNION RELEASE TIME

County and Union agree to amend Section 26.0, Miscellaneous Provisions, by adding Subsection 26.15, Union Release Time – Probation Officers Safety Unit, to the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

26.15 Union Release Time – Probation Officers Safety Unit

County agrees to provide up to 120 hours each calendar year for union release time for Union Officers, Board Members and Stewards for non-political activities related to employer-employee relations, new employee orientations, and the administration of the MOU. Said leave shall be approved subject to the work needs of the County as determined by the employee's supervisor/manager.

ARTICLE XX NET-5 INCENTIVE PAY

County and Union agree to amend Section 26.0, Miscellaneous Provisions by adding Subsection 26.16, NET-5 Incentive Pay – Probation Officers Safety Unit, to the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

26.16 NET-5 Incentive Pay – Probation Officers Safety Unit

The County agrees to pay a five percent (5%) salary premium to each employee who is assigned by the Probation Chief to the NET-5 Unit.

ARTICLE XXI EDUCATIONAL INCENTIVE PAY AND TUITION REIMBURSEMENT

County and Union agree to amend Section 30.0, Educational, Training, Certification and Professional License Fees, by adding Subsections 30.1, C, Educational Incentive Pay – Probation Officers Safety Unit, and 30.9, D, Training and Tuition Reimbursement Program – Probation Officers Safety Unit, to the Rules Governing Employee Compensation, Benefits and Working Conditions, to read as follows:

30.1 Educational Incentive Pay

C. Probation Officers Safety Unit

The County agrees to pay an educational incentive allowance of \$100 per month for employees who possess a Bachelor's Degree from an accredited college or university.

30.9 Training and Tuition Reimbursement Program

D. Probation Officers Safety Unit

Employees are encouraged to continue their self-development by enrolling in college course work that will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. A Tuition Reimbursement Program shall be established pursuant to the following conditions:

1. Application for tuition reimbursement shall be submitted to and approved by the department head and/or his/her designee.
2. Courses must be related to the work of the employee's current position or occupation.
3. Courses must be taken on employee time.
4. Courses must be taken at accredited institutions.

5. Reimbursement may be made for tuition, books, registration fees, and laboratory fees, up to a maximum of one-thousand dollars (\$1,000) each calendar year.
6. Expenses for parking, travel, meals, lodging and other incidental costs are not reimbursable.
7. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate college course, or a B or its equivalent in a graduate level college course.
8. All approved claims shall be submitted to the Auditor's Office with a copy to the Human Resources Department and shall include the required agreement to repay the County, a statement regarding any other reimbursement and a copy of the transcript showing the final grade earned.

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

ARTICLE XXII DISCIPLINE

County and Union agree to amend Section 18.0, Discharge, Dismissal, Suspension, Reprimand, Reduction In Rank, And Right of Appeal, Subsection 18.5 A, Causes For Discipline, of the County Personnel Rules and Regulations to read as follows:

18.5 Causes for Discipline

A. Probation Officers Safety Unit

Any of the following causes are sufficient causes for reprimand, dismissal, suspension or demotion; but the list is indicative rather than inclusive or restrictive, and reprimands, dismissals, suspensions or demotions may be based on reasons other than those specifically mentioned:

- a. Intentional misrepresentation or concealment of any material fact in connection with obtaining employment.
- b. Unsatisfactory performance.
- c. Unexcused neglect of duty.
- d. Insubordination.
- e. Dishonesty.

- f. Drunkenness on duty.
- g. Violation of any of the provisions of Sutter County's Alcohol and Drug Abuse Policy.
- h. Unexcused absence without leave not constituting abandonment of employment as defined in Section 14.10 of the Sutter County Rules Governing Employee Compensation, Benefits and Working Conditions.
- i. Conviction of a felony.
- j. Discourteous treatment of the public or other employees.
- k. Political activity which is in violation of federal or state laws.
- l. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- m. Violation of any of the provisions of Section 19.0, Prohibited Activities.
- n. Negligent or willful damage to public property or waste of public supplies or equipment.
- o. Misappropriation or misuse of county funds or property.
- p. Failure or refusal to undergo any physical, medical, and/or psychiatric exam authorize by these rules.
- q. Failure to comply with such safe working practices, as may be promulgated by the County, in the discharge of duties during work hours.
- r. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, sex, or age against the public or other employees while acting in the capacity of an employee.
- s. Failure or refusal to cooperate in an investigation being conducted by the County.
- t. Conviction of a misdemeanor involving moral turpitude.
- u. Violation of the provisions of Section 23.0, Discriminatory Workplace Harassment Policy.
- v. Knowingly making a false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

ARTICLE XXIII ALCOHOL AND DRUG ABUSE POLICY

County and Union agree to amend Section 24.0, Alcohol and Drug Abuse Policy, Subsection 24.1, Purpose and 24.2, Policy, of the County Personnel Rules and Regulations to read as follows:

24.1 Purpose

It is the intention of this policy to eliminate substance abuse and its effects in the workplace. While Sutter County has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective. Drug and alcohol abuse increases the potential for accidents, absenteeism, substandard performance, poor morale and damages the public services of Sutter County. Involvement with drugs and alcohol can take its toll on job performance and employee safety.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the County's Mental Health Department or under the County's health plan. While the County will be supportive of those who seek help voluntarily, the County will be equally firm in identifying and disciplining those who continue to be substance abusers.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of County managers and employees. To that end the County will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the County's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

In recognition of the public service responsibilities entrusted to the employees of the County, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by Sutter County.

24.2 Policy

It is Sutter County's policy to provide a drug free workplace for Sutter County employees and that employees shall not be under the influence of or in possession of alcohol or drugs while on County property, at work locations, or while on duty. Further-more, employees shall not use or be under the influence of alcohol or drugs, nor have their ability to work impaired as of the result of the use of alcohol or drugs while subject to being called to duty. Sutter County employees shall not manufacture, sell or otherwise provide drugs or alcohol to any other person, including a county employee, on duty or on standby.

Any employee who violates one or more of the prohibitions outlined in the regulations and County policy may be subject to discipline, up to and including termination pursuant to subsection 18.5 of the Sutter County Personnel Rules and Regulations.

However, an employee removed from work as a result of violating one or more of the prohibitions shall be placed on Leave of Absence With Pay pursuant to subsection 14.16 of the Sutter County Rules Governing Employee Compensation, Benefits, and Working Conditions until they return to

work pursuant to the regulations and County Policy or discipline is imposed which would remove them from paid status.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of County equipment can result in discipline, up to and including termination. It is the intent of the County that this requirement is solely for the purpose of identifying physical or mental limitations that could impact the employee's performance or safety. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication or drugs, clearance from a qualified physician may be required.

The County reserves the right to search upon reasonable suspicion without employee consent, all areas and property in which the County maintains control or joint control with the employee, except as provided by law. Otherwise, the County may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be assigned no duty for a reasonable time until he or she can be safely transported from the work site.

The County is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The County's health plan provides medical care for employees with alcohol or drug problems. The County's Mental Health department is also available with counselors trained in alcohol or drug abuse problems.

ARTICLE XXIV TOTAL COMPENSATION SURVEY

The County and the Union will each appoint two (2) representatives to work together on a Total Compensation Salary Survey by December 30, 2018. This team will develop the survey tool and methodology, including agencies to be surveyed, and may by mutual agreement use the Bryce 2018 survey as a model. The team will endeavor to produce a joint Total Compensation Salary Survey and deliver the results to the County and the Union for their use in bargaining by May 30, 2019.

ARTICLE XXV JOINT LABOR MANAGEMENT COMMITTEE

The County and the Union agree that regular communication between the parties leads to more harmonious labor management relations and to the establishment of trusting relationships. Toward that end, the parties agree to the formation of a Joint Labor Management Committee.

The joint labor management committee shall be comprised of up to three (3) individuals from the bargaining unit and up to three (3) individuals from management. A Union representative or their designee and the Director of Human Resources or their designee may participate too.

The Joint Labor Management Committee shall meet at least semi-annually to address items of mutual concern. The first meeting will be held in January 2019, on a date mutually agreeable to both parties, and Deputy Probation Officer III promotions will be on the agenda.

ARTICLE XXVI COMMENCEMENT OF SUCCESSOR MOU NEGOTIATIONS

The County and the Union agree to begin negotiations for a successor MOU no earlier than June 1, 2019 and not later than June 30, 2019. Either party may initiate scheduling of the first meeting in writing to the other party.

ARTICLE XXVII SAVINGS CLAUSE

If any section, subsection, paragraph, sentence, clause, or phrase of this MOU shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of this MOU, it being expressly provided that each section, subsection, paragraph, sentence, clause, or phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional. The County and Union agree to meet and confer concerning any provision of this MOU declared invalid or unconstitutional by a court of competent jurisdiction.

Dated this 18th day of December, 2018.

FOR THE SUTTER COUNTY PROBATION OFFICERS ASSOCIATION, PEU LOCAL NO.1

[Signature]

Date 1/2/19

[Signature]

Date 1/2/19 HT

FOR THE COUNTY OF SUTTER

[Signature]

Chairman

Date 12/18/18



Approved as to Form
County Counsel
Sutter County, California

By [Signature]