



**STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
UNFAIR PRACTICE CHARGE**

**DO NOT WRITE IN THIS SPACE:** Case No: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES  If so, Case No. \_\_\_\_\_ NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: Service Employees International Union, Local 1021  
 b. Mailing address: 4226 Coronado Avenue, Stockton, CA 95204  
 c. Telephone number: (209) 487-3219  
 d. Name and title of person filing charge: Tiffany Crain, Attorney for SEIU Local 1021 E-mail Address: tcrain@unioncounsel.net  
 Telephone number: (916) 443-6600 Fax No.: (916) 442-0244  
 e. Bargaining unit(s) involved:

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: County of Calaveras  
 b. Mailing address: 891 Mountain Ranch Road, Building C, San Andreas, CA 95249  
 c. Telephone number: (707) 485-3063  
 d. Name and title of agent to contact: Judy Hawkins, HR Manager E-mail Address: \_\_\_\_\_  
 Telephone number: (209) 754-6303 Fax No.: (209) 754-6333

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:  
 b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:  
 b. Mailing address:  
 c. Agent:

<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.  
 PERB-61 (02/2021) SEE REVERSE SIDE

**5. GRIEVANCE PROCEDURE**

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No

**6. STATEMENT OF CHARGE**

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.))
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:

Gov't Code 3505; PERB Regs. 32603(a), (b), (c) and (g)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

See Attachment 6(d)

**DECLARATION**

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on See attached verification by

at Sacramento, California July 9, 2021 (Date) Andrea Colavita Pinkham

Tiffany Crain

(Type or Print Name)



(Signature)

Title, if any: Attorney for SEIU Local 1021

Mailing address: 431 I Street, Suite 202, Sacramento, CA 95814

Telephone Number: (916) 443-6600 E-Mail Address: (916) 442-0244



PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento, State of California. I am over the age of 18 years. The name and address of my Residence or business is 431 I Street, Suite 202, Sacramento, CA 95814

On July 9, 2021, I served the Unfair Practice Charge  
(Date) (Description of document(s))

\_\_\_\_\_ in Case No. \_\_\_\_\_  
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)  
Judy Hawkins  
Human Resources Director  
County of Calaveras  
891 Mountain Ranch Road, Building C  
San Andreas, CA 95249

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on July 9, 2021, at Sacramento, California  
(Date) (City) (State)

**Dusty A. James**

(Type or print name)

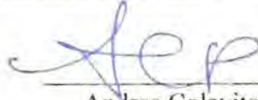
(Signature)

**VERIFICATION OF UNFAIR PRACTICE CHARGE**  
**SEIU Local 1021 v. County of Calaveras**

I, Andrea Colavita Pinkham, am a Field Representative for Service Employees International Union, Local 1021, Charging Party in the above-entitled action. I have read the foregoing Unfair Practice Charge of Service Employees International Union, Local 1021, and know the contents thereof, and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true. If called as a witness, I could testify competently regarding the matters alleged in the amended charge.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed this 9 day of July, 2021 at Stockton, California.



\_\_\_\_\_  
Andrea Colavita Pinkham

## APPENDIX

### Statement of the Charge (Section 6.d)

1. The Charging Party, Service Employees International Union, Local 1021 (“SEIU Local 1021” or “Union”) is and has been at all times material hereto a recognized employee organization within the meaning of Gov’t Code § 3501(b) and is and has been recognized by the County of Calaveras as an employee organization that represents a number of its employees in appropriate bargaining units.
2. The County of Calaveras (“County”) is a public agency within the meaning of Gov’t Code § 3501(c). At all times material hereto, the County has been the employer of numerous members of SEIU Local 1021.
3. SEIU Local 1021 and the County are parties to a Memorandum of Understanding (“MOU”), which sets forth wages, hours and terms and conditions of employment of employees in the SEIU Local 1021 bargaining unit. The MOU has a term date of January 1, 2021 to September 30, 2021. The parties’ MOU is attached as **Exhibit A**.
4. On April 20, 2021, during a Board of Supervisors meeting, the County Assessor, Leslie Davis stated that the responsibility of mapping was being performed by an outside source, CD-Data, Inc. (“CD-Data”), for free. The work of mapping has historically been performed by a Cadastral Technician, a classification within an SEIU Local 1021 represented bargaining unit.
5. The Union subsequently submitted a request for information to the County on May 26, 2021 concerning the County’s relationship with CD-Data. The request for information is attached as **Exhibit B**. In response to the request for information, the County provided its written agreement with CD-Data, executed on May 13, 1993. The County’s agreement with CD-Data is attached as **Exhibit C**. Pursuant to ¶ 5 of the County’s agreement with CD-Data, the term of the agreement is one year and automatically renews absent written notice of non-renewal from either party 60 calendar days prior to the expiration of the current term. As of today, the County has not exercised its right to submit a notice of non-renewal of the agreement.
6. Prior to its request for information mentioned above, the Union was unaware of the County’s agreement with an outside party to perform the responsibility of mapping.
7. On or about May 11, 2021, the Union learned that the County intended to reclassify various positions within the office of Assessor Davis and create new job descriptions and titles. The Union subsequently demanded to meet and confer with the County concerning these changes to classifications in the Davis’s office. The Union and County had meetings on May 13 and June 1, 2021 to discuss the potential reclassifications and unfinished drafts of new job descriptions, respectively. However, at the conclusion of the meeting on June 1, 2021 the Union had not yet agreed to the reclassifications and the County had not yet produced completed job descriptions in response to a request for information from the Union.



8. Although the Union and County did not resolve the Union's concerns over the potential reclassifications and new job descriptions, the agenda for the next Board of Supervisors meeting, scheduled for June 8, 2021 continued to reflect an item to approve recommended budgets submitted by Department Heads, which included the budget for potential reclassified positions in Davis's office. Judy Hawkins, Human Resources Director, informed the Union that although the agenda was already posted and it was too late to pull the item from the agenda, the item would not be addressed at the Board of Supervisors meeting on June 8, 2021.
9. On June 8, 2021 the above-referenced budget item was not pulled from the Board of Supervisors' meeting agenda and it was in fact discussed thoroughly at the Board of Supervisors' meeting. Ultimately, a vote was taken to approve the budget for the reclassified positions in the Assessor's office. The budget was approved by a 3 to 1 vote.
10. Later in the evening on June 8, 2021, Union representative Andrea Colavita Pinkham sent an email to HR Director Hawkins expressing disappointment that contrary to Hawkins' representations that the Davis's office budget item would be taken off the agenda for the Board of Supervisors meeting, the item was discussed and a budget was voted on. This email is attached as **Exhibit D**.
11. On or about June 24, 2021, Union representative Pinkham became aware that the Davis intended to hold a captive audience meeting on June 25, 2021 from 7:30am to 9am to discuss the job descriptions and proposed reclassifications referred to above. At that time, the Union and County were still engaged in a meet and confer process over the reclassifications and job descriptions. Pinkham thus sent an email to HR representative Hawkins informing Hawkins that the County was not to meet directly with bargaining unit members as the Union would consider such a meeting direct dealing and the Union would therefore file an unfair labor practice charge. Hawkins responded via email and espoused the position that the meeting was only an informational meeting. This email thread is attached as **Exhibit E**.
12. On June 25, 2021—despite the Union's warning that it would file an unfair labor practice charge for direct dealing—the County held its planned captive audience meeting with employees of the Davis's office. A representative from Human Resources and Davis were both present at this meeting. At the meeting, the County discussed the proposed reclassifications and job descriptions with the employees. At this time, the Union had yet to receive final job descriptions from the County, in particular job descriptions for the Assessment Analyst and the Assessment Tech positions.
13. During the June 25, 2021 meeting, Davis stated that if the proposed reclassifications and job descriptions did not occur a particular staff member in the Assessor's office would be in jeopardy of losing her job because she is currently "under-filling" a position that performs the responsibility of mapping. Davis elaborated that the Assessor's office was under pressure to stop using an outside company to perform this mapping work and that—absent the reclassification taking effect—Davis would have to hire someone to replace the employee and perform the mapping responsibility.

WHEREFORE, it is respectfully requested that PERB issue a complaint against the County on the grounds that it failed to meet and confer with SEIU Local 1021 over a matter within the scope of representation. SEIU Local 1021 requests that PERB issue a complaint based on the grounds that: **(1)** the County violated Cal Gov't Code §§ 3505, 3506.5(c) and committed an unfair practice under Cal Gov't Code § 3509(b) and PERB Regulations 32603(c), and (g) when it unilaterally transferred bargaining unit work out of the bargaining unit and when it unilaterally made the decision to reclassify positions and create new job descriptions for positions; **(2)** the County violated Cal Gov't Code §§ 3505, 3506.5(c) and committed an unfair labor practice under Cal Gov't Code § 3509(b) and PERB Regulations 32603(b), (c) and (g) when it met with Assessor's office employees on June 25, 2021 to discuss the job descriptions and reclassifications it planned to put into effect; **(3)** the County violated Cal Gov't Code §§ 3505, 3506.5(a) and committed an unfair practice under Cal Gov't Code § 3509(b) and PERB Regulation 32603(a) when it threatened to terminate an employee in the event the Union did not agree to the job descriptions and reclassifications; **(4)** the County's unilateral decisions, direct dealing, and retaliatory threat to an employee's future employment denied SEIU Local 1021 the right to represent its members in their employment relations with the County in violation of Cal Gov't Codes §§ 3503, 3506.5(b) and committed an unfair practice under Cal Gov't Code § 3509(b) and PERB Regulation 32603(b); and **(5)** the County's failure to bargain in good faith with SEIU Local 1021 denied SEIU Local 1021 represented employees their right to be represented by the Union in violation of Cal Gov't Code § 3506 and 5306.5(a) and committed an unfair practice under Cal Gov't Code § 3509(b) and PERB Regulation 32603(a).

SEIU Local 1021 requests that PERB issue all remedies which are just and proper, consistent with PERB's broad remedial authority. These remedies requested by SEIU include: **(1)** the County should be ordered to cease and desist from taking any further action related to its decision to contract with CD-Data for the performance of mapping; **(2)** the County should be ordered to cease and desist from direct dealing with bargaining unit employees; **(3)** the County should be ordered to meet and confer with SEIU Local 1021 regarding any decisions made within the scope of representation; **(4)** per *City of Sacramento*, (2013) PERB Dec. 2351-M, the County should be obligated to provide notice to employees of its unfair practices through all regularly used communication channels including email, intranet, website, or other electronic means; **(5)** per *SEIU Local 1021 v. San Joaquin County Sheriff's Department*, PERB Dec. 2619-M, fn. 14 citing Barnes, *Making the Bird Sing: Remedial Notice Reading Requirements and the Efficacy of NLRB Remedies*, 36 Berkeley Journal of Employment & Labor Law 351, 369 (2015), PERB should order the County to provide a verbal notice posting to all SEIU Local 1021 represented employees in the County.

# **Exhibit A**



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**COUNTY OF CALAVERAS**  
**AND THE**  
**SERVICE EMPLOYEES' INTERNATIONAL UNION**  
**LOCAL 1021**

**JANUARY 1, 2021**  
**THROUGH**  
**September 30, 2021**

**MEMORANDUM OF UNDERSTANDING**  
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## **INTRODUCTION**

The Service Employees' International Union, Local 1021 and representatives of the Board of Supervisors have met and conferred in good faith regarding wages, hours and terms and conditions of employment of employees in the representation unit identified in Section 1; have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the Board of Supervisors of the County of Calaveras as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period commencing January 1, 2021 through September 30, 2021.

## **SECTION 1 Recognition and Representation**

### **1.01 Union Recognition**

The Service Employees' International Union, Local 1021, hereinafter referred to as the "Union" or "Local 1021" is the recognized employee organization for employees occupying permanent positions in the Miscellaneous Unit certified pursuant to Resolution No. 72-379, adopted by the Board of Supervisors on October 24, 1972.

### **1.02 Union Enrollment**

At the time of new employee orientation the County will provide new permanent employees with a Union provided packet of information regarding the Union and agency shop about the Union. The Union will provide this information to HR and it will be distributed to each new employee.

The County may advise such employees that the packet is being provided pursuant to a MOU with the Union and the contents are neither known or endorsed by the County.

## **SECTION 2 Union Security**

### **2.01 Dues Deduction**

(1) The County shall make, cancel, or change a deduction at the request of the organization authorized to receive the deduction according with applicable law.



- (2) After receiving certification from the Union that it possesses a written authorization for member deduction, or upon written request from the Union to cancel or change a members' deduction, the County shall commence the first deduction, cancellation, or change in the next pay period after receipt of the notification or request. The Union shall indemnify the County for any claims made by any employee for deductions, cancellations, or changes made in reliance on Union certification.
- (3) Member(s) requests to authorize dues/other deductions(s), or requests to cancel or change such deductions, shall be directed to the Union rather than the employer, the union shall be responsible for processing these requests. Union shall provide County a certification covering every member(s) requested deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made.
- (4) The Union shall indemnify, defend and hold County harmless of and from any liability that may result from making, canceling, or changing requested deductions or reductions from Union.
- (5) Violations of this Section of the MOU are grievable.
- (6) The County of Calaveras shall abide by all applicable terms of Senate Bill 866, Chapter 53, which was approved by Governor Brown on June 27, 2018 or as may be amended from time to time.

## **2.02 Use of County Facilities**

- (1) The Union shall be allowed use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the County. Effective January 1, 2008 major County work locations will have designated bulletin boards and accompanying wall space for Union communications.
- (2) Representatives of the Union shall request permission from the department head or his designated representative when desiring to contact department employees on County facilities during the duty period of the employees, providing that solicitation for membership or other internal business shall be conducted during non-duty hours of all employees concerned.
- (3) Prearrangement for routine contact must be made with the individual department head. Permission to enter the work place for legitimate purposes shall not be withheld without reasonable cause.

(4) County buildings and other facilities may be made available for use by County employees or the Union or their representatives in accordance with such administrative procedures as may be established by the County Administrative Officer or department heads concerned.

### **2.03 Cope Deductions**

Employees may voluntarily elect to have contributions deducted from their paychecks for SEIU Local 1021's COPE fund. Such deductions shall commence with the pay period beginning after Human Resources' receipt of the employee's written authorization for the deduction. Deductions shall continue until the employee revokes the authorization by written notice to the Human Resources Department. The County shall transmit the amounts deducted bi-weekly in a check separate from Union dues. Increases or decreases in the bi-weekly amount of the deduction may be made no more than once every *six* months unless the employee elects to terminate deductions. In such latter case, if the employee desires to resume COPE deductions, he or she may do so after six months have elapsed since the date on which the deduction was last made. This provision only requires the County to deduct the entire amount authorized. Partial deductions will not be taken, except that the County may elect to spread the deductions over more than one pay period in the month of the deduction if it deems such administratively preferable. This provision does not require the County to retroactively deduct authorized amounts if, at the time the deduction is due, the employee's pay is insufficient to cover the COPE deduction after all other deductions are made.

## **SECTION 3 No Discrimination**

### **3.0 No Discrimination**

The County and the Union agree that the County is an equal opportunity employer and does not discriminate on the basis of race, color, religious creed, national origin, age, sex (including gender expression and gender identity, pregnancy, childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality, bisexuality), medical condition (cancer and genetic information including family medical history), or disability (medical, mental or physical, including HIV and AIDS), and denial of family medical care leave and pregnancy leave, or military and veteran status.

"Employees" shall mean all workers covered by the "Memorandum of Understanding" whether male or female, and the use of masculine pronouns or other masculine terms shall include the feminine.

**SECTION 4**  
**Attendance at Meetings by Employees**

**4.01 Attendance at Meetings**

County employees who are official representatives of the Union shall be given reasonable time off with pay to attend meetings with County Management representatives, or be present at County hearings when requested by the County where matters within the scope of representation or grievances are being considered.

The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such employee representatives shall submit a request for excused absence to the Director, Human Resources, in a manner satisfactory to his department head, at least two working days prior to the scheduled meeting whenever possible.

**4.02 Maximum Number of Employees Released**

Except by mutual agreement the number of employees excused for such purposes shall not exceed five when such meeting is for the purpose of MOU negotiations and shall not exceed four for all other meetings and/or hearings.

**4.03 Stewards**

The Union shall have the right to establish stewards according to the following conditions.

- a) The Union agrees to notify the County Human Resources Director of the names, classifications and departments of their stewards, which shall not exceed seven (7) in number. The Union shall immediately inform the Director of Human Resources of any changes in the original list and provide an update by name, department and classification.
- b) A reasonable amount of time will be granted the worker and the steward to handle initial grievance and appeal procedures. The parties agree that in handling grievances, the worker and the steward will use only the amount of time actually necessary. The County is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.
- c) Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section. A steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by the immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.



- d) The Union will equally distribute steward workload amongst stewards so as to avoid overburdening any one steward(s). Stewards are responsible for the full and timely completion of their County work assignment.

#### **4.04 Joint Labor Management Meetings**

The County and SEIU agree to hold Joint Labor Management meetings on a quarterly basis, or as otherwise agreed to by the parties. The purpose of these meetings will be to discuss issues of common interest and concerns regarding terms and conditions of employment raised during the term of this agreement.

### **SECTION 5 Salaries**

#### **5.01 Compensation Increases**

Either the first full pay period following January 1, 2020 or the first full pay period following ratification and Board adoption (whichever occurs later), 2.0% base salary adjustment.

#### **5.02 Rates of Pay - Entry Salary Range**

The rates of pay set forth represent, for each classification, the standard rate of pay for each bi-weekly pay period of service, unless the schedule specifically indicates otherwise. Except as herein otherwise provided, the entrance salary for a new employee entering the classified service shall be the lowest step in the salary range for the class to which the employee is appointed. When circumstances warrant, and upon written request by the department head, the Director of Human Resources & Risk Management may approve an entrance salary, which is more than the lowest step for the class to which the employee is appointed per County policy and procedure, up to D-Step in the salary range. Appointment at E-Step must be submitted in writing to the Director of Human Resources & Risk Management and will require approval by the Board of Supervisors, by Board action. Such a salary may not be more than the highest step for the class for which the employee is appointed.

#### **5.03 Conversion to Equivalent Pay Rate**

Any annual, monthly, bi-weekly, daily, or hourly rate of pay or level of benefit provided by the County may be converted into any equivalent rate of pay or level of benefit or to any other time basis when in the judgment of the Director, Human Resources & Risk Management, such a conversion is appropriate. In determining equivalent amounts of different time basis, the County shall provide tables or regulations to the involved employees for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as calculating hourly rates.

#### **5.04 Step Increases**

Employees shall be on probation for twenty-six (26) pay periods. An employee will be considered for permanent status by the department head if he successfully completes the probationary period by meeting or exceeding the standard of performance. As an example, an employee at Step A in the salary range may be advanced to Step B on successful completion of Twenty-six (26) pay periods. Advancement to additional Steps (C, D, and E) will similarly be predicated on meeting performance standards for twenty-six (26) pay periods.

It is the responsibility of the department head to notify the Director of Human Resources & Risk Management and the employee no later than one full pay period before a scheduled step increase if the Step raise is not recommended. A department head may deny a step increase for performance reasons.

After thirteen (13) pay periods the extension shall be reviewed to determine if the step increase will be approved and every thirteen (13) pay periods after until step advancement has been satisfied.

#### **5.05 Promotion, Demotion or Other Changes to Salary**

Changes in an employee's salary as a result of promotion, demotion or postponement of a salary step increase, will set a new salary eligibility date for that employee and will begin on the first working day of a pay period, following the procedures stated above. Salary range adjustments for an entire classification will not set a new salary eligibility date for employees serving in the classification.

New salary adjustment after promotion: an employee may elect to postpone a promotion up to 120 calendar days, so that promotion occurs after a scheduled step raise.

#### **5.06 Military Leave, Salary Range**

Employees who have been granted a military leave pursuant to Subsection 11.03 shall, upon their return to County service, be entitled to return to the same step within the salary range of the established wage schedule of their classification.

#### **5.07 Salary Step When Salary Range is Increased**

Whenever the schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range that corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the Board of Supervisors.

#### **5.08 Requests for Reclassification**

The County shall consider a request for reclassification at any time. A request must be made in writing by the department head to the Director, Human Resources &

Risk Management. If, in the opinion of the County Administrative Officer, the position justifies reclassification, he may recommend an appropriate new classification and/or salary range to the Board of Supervisors.

#### **5.09 Salary and Step Placement After Promotion or Demotion**

- (1) A regular employee who is promoted to a position in a class with a higher salary range, shall be appointed to that step in the higher salary range which will result in an increase of at least five (5) percent; provided that in no event shall the new salary be higher than the highest step of the salary range of the class to which the employee is promoted. Such salary increase shall be effective on the date upon which the promotion is effective. For further step increases within the new salary range, the employee's salary eligibility date will be changed to the first day of the pay period following the day when the promotion was effective according to Section 5.04, unless the promotion is effective as of the first working day of the pay period in which he is promoted.
- (2) A regular employee who is demoted voluntarily to a position in a class they have not previously held, having a salary range lower than the class from which he/she was demoted he/ she shall receive the salary in the lower range to which he/she was demoted, but at a step which the demoted employee held in the class from which he/she was demoted. Such salary decrease shall be effective as of the date upon which salary demotion is effective. The employee's salary eligibility date for step advancement shall not be changed and further step increases within the lower salary range shall be determined by the provisions in Section 5.04. For employees who return to their previous position during a promoted probationary period refer to section 14.04.

#### **5.10 Salary Upon Transfer**

There shall be no change in the compensation or the salary eligibility date of an employee who is transferred from one position to another in the same class or to a position having the same salary range.

#### **5.11 Working Out of Classification**

- (1) All working out of classification assignments require prior approval by the Director of Human Resources & Risk Management pursuant to policy set by the Board of Supervisors. A regular employee temporarily transferred or assigned to the position of temporary employee shall be regarded as regular employee.
- (2) If a regular employee is temporarily transferred to a position in a class with a higher salary range (working out of classification assignment), for the first five days, such regular employee is assigned as a temporary employee, he shall receive no increase in pay; except that there will be an increase if the



employee is officially assigned to a vacant position or a position vacated due to leave of absence without pay and said position is a management or supervisory position, then the employee shall also be eligible after five days. An official working out of classification assignment must be made by the approved change-in-status procedures. Thereafter, if a temporary employee meets the minimum qualification for the position to which he is temporarily transferred, the temporary working out of classification assignment shall be determined in accordance with the policy set by the Board of Supervisors.

- (3) Upon termination of such transfer or working out of classification assignment, such employee shall be restored to the position from which he was transferred or assigned and at the salary and step which such employee is entitled to receive at the date of such restoration, including any merit increase to which he is entitled.
- (4) Such temporary transfer shall not affect an employee's salary anniversary date.

#### **5.12 Salary Upon Reinstatement**

If a former employee is reinstated in the same position previously held or to one in the same salary range, his salary shall not be higher than his salary at the time of his separation unless there has been an increase within the salary range.

#### **5.13 Pay Advices and Method of Payment**

Pay warrants shall be issued to all departments by 9:00 AM on paydays providing the payroll processing is completed and the pay warrants are available for distribution by the Auditor.

The county's method of payment is ACH (Automated Clearing House), unless an employee has no available account for payment, whereby a physical check will be issued. Employees must elect to receive paper pay advices otherwise, pay advices will be available in electronic form through Employee Online.

Final payroll warrants upon resignation or layoff from County employment will be paid on the next regularly scheduled payday. If a retroactive pay increase is granted, that amount will be issued in a separate check. For circumstances of termination or release from probation, that person shall receive their final pay warrant at the time of separation of employment from the County.

#### **5.14 Bi-Lingual Pay**

An employee who is designated in writing by the department head to provide bilingual services as a required component of his/her job duties shall be paid seventy five (\$75) per month Bilingual Pay.

Bilingual pay may be provided for proficiency in any language that has been recommended by the department head in writing and has been determined by the County to be relevant to the delivery of services to the public.

In order to be eligible to receive Bilingual Pay, an employee must demonstrate his/her proficiency in the designated language by passage of written and/or oral examination resulting in a language proficiency certificate. At that time the Director of Human Resources & Risk Management will certify the employee to receive the Bilingual Pay.

Payment shall be effective at the beginning of the pay period following certification.

The County may periodically review positions covered by the bilingual provision to determine the number and location of required positions.

The County may require retesting and recertification. Bilingual pay may be removed when no longer required of the position or the individual no longer meets fluency requirements.

Employees shall no longer be eligible for pay when they are on extended Federal or State leave.

#### **5.15 Shift Differential**

Shift differential compensation shall be paid to eligible employees required to work other than a daytime shift.

- **Swing Shift:** A shift differential of \$.75 per hour shall be added to the base hourly rate of employees who work a shift which starts at or after 2:00 p.m. for all hours worked on such shift.
- **Grave Shift:** A shift differential of \$1.00 shall be added to the base hourly rate of employees who work to a shift which starts at or after 10:00 p.m. for all hours worked on such shift.

If an employee's shift extends beyond 3:00 a.m., he/she shall receive the grave shift differential for all hours worked.

#### **5.16 Salary Survey**

The County and SEIU agree that the following counties shall be utilized for compensation comparison purposes:

Amador  
Fresno  
Lake

San Benito  
San Joaquin  
Sutter  
Tehama  
Tuolumne  
Yolo  
Yuba

### **5.17 PLANNED POWER OUTAGES COMMITTEE**

The County agrees to establish a committee of employee representatives, two representatives from each employee organization, to review and discuss the effects of the PG&E power outages.

## **SECTION 6 Days and Hours of Work**

### **6.01 Days and Hours of Work**

(1) Standard Workweek: The standard workweek for employees occupying full-time positions in this unit ordinarily consists of five (5), eight (8) hour days; usually Monday through Friday, unless otherwise specified by the County Administrative Officer. The workweek shall commence on Friday at 5:00 PM and end on the following Friday at 5:00 PM. Employees occupying part-time positions shall work such hours and schedules as prescribed by their department head. Except as hereinafter provided, County offices shall ordinarily be open for the transaction of business from 8:00 AM to 5:00 PM everyday except Saturdays, Sundays, and holidays. With the approval of the County Administrative Officer, a department

head may make such changes to the schedule of office hours, as public convenience or necessity may require.

(2) 9/80 Flexible Schedule: A 9/80 schedule shall consist of eight 9-hour workdays, one 8-hour workday, and one additional day off, every other workweek. The additional day off must be taken on the same day of the week as the 8-hour workday in the alternate week. For employees on a 9/80 program (9 workdays in an 80 hour pay period) the work week shall consist of the first 40 hours worked in a 7 consecutive 24- hour period, commencing with adoption of the 9/80 schedule. Paid time off for vacation, holidays, and compensatory time taken shall be computed as actual hours worked for computation of overtime. When more than one holiday falls

within the two week period, one hour of vacation time will be charged to the employee on the second holiday. When a holiday falls on a Friday normally scheduled to be off, eight hours of Vacation credit are given to the employees.

- (3) 8/12/80 Flexible Schedule: Department heads may, with prior approval of the County Administrative Officer, be permitted to establish an alternate work schedule which will allow employees to work in one seven (7) day period:

two (2) eight-hour shifts (2x8=16)  
two (2) twelve hour shifts (2x12=24)  
three (3) days off

The net result is an employee working eighty (80) hours in a pay period, with no resulting overtime. The work week shall commence on Saturday at 0001 and end on the following Friday at 2400 when this alternate schedule is implemented.

Paid time off for vacation, holidays and compensatory time off shall be computed as actual hours worked for computation of overtime. Sick leave usage and vacation time to be used will be consistent with scheduled hours for that day (ie. scheduled twelve (12) hour day results in usage of twelve hours of vacation).

## **6.02 Alternate Schedules**

The standard tour of duty represents the time that an employee is regularly scheduled to work, normally eight (8) hours per day, Monday through Friday, excluding holidays or 9/80 Flexible Schedule described in Section 6.01 (2) above or four (4) ten (10) hour day week, or the 8/12/80 flexible schedule described in Section 6.01 (3), above as designated by the Director, Human Resources & Risk Management.

The County and Union mutually acknowledge the potential advantage of alternate schedules. Employee requests for alternate schedules will be accommodated when reasonably possible in the judgment of the department. Therefore, the department head, with mutual agreement by the affected employee may with prior approval of the County Administrative Officer, modify or adjust an employee's schedule to a "9/80, 4/10 or 8/12/80" schedule. Any such change must be requested and approved on appropriate County forms. As a rule, schedule changes should not create any additional overtime.

The department head may modify an employee's schedule to accommodate the employee's medical or personal needs so long as the schedule change does not adversely affect the needs of the department.



A group of employees in a department may request the initiation of an alternate work schedule within a work unit, division, or department. When making such a request the employees are obligated to outline the proposed work week, hours of services, and program and service enhancements which will result from implementation of the proposed alternate work schedule. The appointing authority will consider all such requests in good faith. When denying such an alternate work schedule request or discontinuing an existing alternate work schedule for a group of employees the appointing authority will provide such denial in writing to the requesting employees stating the reason(s) for the denial.

Any such denial of an alternate work schedule request from a group of employees may be appealed for review by the County Administrator. The County Administrator will meet with the employees or their representative and provide his/her response regarding the requested alternate work schedule with 15 calendar days.

### **6.03 Flex Time (Hours)**

Employees may have the option, on an exception basis and with written pre-approval from an immediate supervisor or designee, to utilize flex time. The utilization of flex time shall not cause an employee to be paid overtime.

Time off, or the time flexed, shall be made up during the same week that it was utilized.

Requests must be done with enough notice so that the business needs of the department are not negatively impacted.

Use shall be limited to short periods of time and generally shall not exceed two (2) hours in a work week (Saturday thru Friday).

### **6.04 Office Closures**

If an office opens normally, but thereafter conditions develop which make use of the building impracticable, the following procedure shall be followed:

1. The CAO or designee shall assess the probability whether the condition is of short duration, in which case staff are retained but asked to resort to self-directed training or other activities during the interruption.
2. If the CAO or designee decides the condition is predicted to be prolonged (lasts at least two (2) hours with no sign of ending), then staff may be released from the workplace with absence accounted as follows:
  - A. If the release occurs before noon, then staff will have four (4) hours paid time and must either use flex time or banked leave accruals for the balance of the day.

- B. If the release occurs in the afternoon, staff will have up to two (2) hours paid time for the balance of their shift, and must either use flex time or banked leave accruals for the balance of the day.

When an employee arrives for their shift and the workplace cannot be occupied due to some event out of the control of the County, any employee who is sent home prior to the start of the shift shall be paid a minimum of two (2) hours and will then have the option of using banked time for the rest of the work day.

## **SECTION 7 Overtime**

### **7.01 Authorization**

All compensable overtime must be authorized by the department head or a designated representative. If prior authorization is not feasible because of emergency conditions, authorization must be made on the regular working day following the date on which the overtime was worked.

### **7.02 Overtime Defined**

The following provisions pertaining to authorized overtime work shall only apply to those employees in the unit whose normal work period is forty (40) hours per authorized workweek.

- (1) Employees who work a normally scheduled eight (8) hour day shall be paid at one and one-half (1 1/2) times the applicable straight time hourly rate or granted compensatory time off (CTO) at one and one-half (1 1/2) times the rate of actual hours worked for all authorized work performed in hours in excess of eight (8) hours in any work day.
- (2) If the employee's normally scheduled workday is nine (9) hours, authorized time worked beyond nine (9) hours in the workday shall be compensated as overtime. Overtime will be compensated at one and one-half (1 1/2) times the rate of actual hours worked for all authorized work performed in excess of nine (9) hours in any workday.
- (3) If the employee's normally scheduled workday is ten (10) hours, authorized time worked beyond the ten (10) hour workday shall be compensated as overtime. Overtime will be compensated at one and one-half (1 1/2) times the rate of actual hours worked for all authorized work performed in excess of ten (10) hours in any work day.

- (4) If the employee's normally scheduled workday is twelve (12) hours, authorized time worked beyond the twelve (12) hour workday shall be compensated as overtime. Overtime will be compensated at two (2) times the rate of actual hours worked for all authorized work performed in excess of twelve (12) hours in any workday.
- (5) All employees, no matter what daily work schedule they are on will accrue overtime at two (2) times the rate of actual hours worked for all authorized work performed in excess of twelve (12) hours in any work day. The provision of this term applies only if the County is reimbursed by State or Federal agencies.
- (6) Whether the employee receives cash or compensatory time off for overtime worked shall be at the request of the employee, with the approval of the Department Head. Any dispute arising out of this decision shall be resolved by the County Administration Officer.
- (7) Overtime shall be computed to the nearest one-quarter (1/4) hour and shall be recorded on paycheck stubs.
- (8) CTO Accrual: Employees accruing compensatory time off may accrue a maximum of one hundred hours (100). Time in excess of one hundred (100) hours shall be automatically paid.  
  
During emergencies or other unusual circumstances, as determined by the County Administrative Officer, the compensatory time off accrual maximum may be increased. CTO accruals may be carried over from year to year.
- (9) Sick Leave hour shall not be counted as hours worked for purposes of calculating overtime.

### **7.03 CTO Upon Promotion Out of the Bargaining Unit**

An employee who is promoted to a position out of the bargaining unit shall receive cash for hours of CTO accumulated as of the date of the promotional appointment; vacation and sick leave hours accrued as of the date of the promotional appointment will be transferred or carried forward with the employee to his new promotional position with no loss.

### **7.04 Call Out/Standby Pay**

- (1) Employees shall receive standby pay at \$2.00 per hour for authorized time in standby status. Effective July 1, 2013 standby pay will be increased to \$3.00 per hour;

- (2) Employees shall be paid time and one-half for telephone calls, received or made regarding County business; reported in 15 minute minimum intervals; minimum paid for a phone call is 15 minutes;
- (3) The County shall pay time and one-half for call-out; computed from time phone call or call-out received to time of return to domicile or original location, whichever is closer; the two hour minimum payment does not include time for child care arrangements or personal business;
- (4) The County will establish uniform call-out policies such as providing pagers for employees and establishing clear requirements for out of County travel and time limit in which employees are expected to respond to the call.

#### **7.05 Time: Call Out/Standby Status**

Employees who earn overtime during periods of approved on-call status as outlined in Section 7.04 of this Memorandum Of Understanding may elect one of the following compensation methods for such earned overtime with the approval of the department head:

- (1) Pay at time and one-half their normal straight time hourly rate, not adjusted for standby pay, for earned hours of overtime; or
- (2) CTO at one and one-half (1 1/2) time their normal hourly rate, adjusted for standby pay;
- (3) with pay at two (2) times the rate of actual hours worked for all authorized work performed in excess of twelve (12) hours in any 24 hour period;

### **SECTION 8 Holidays**

#### **8.01 Qualifying for Holiday Pay**

- (1) A regular employee working fifty (50) percent of fulltime or more shall be entitled to take all authorized holidays, as a holiday, not to exceed eight (8) hours for any one (1) holiday. In order for an employee to receive compensation for a holiday, the employee must be in a pay status (working, vacation, sick, leave, worker's compensation, scheduled day off) the day prior to and the day following the holiday. An employee who qualifies for pay on holidays observed by the County shall receive holiday pay, except an employee who fails to report for a scheduled work shift on any such holiday shall receive no pay.



- (2) A part-time, permanent employee occupying a position of fifty (50) percent of full-time or greater shall receive the holiday pay on a pro rata basis.

## **8.02 Holidays Observed**

The following days shall be observed as holidays:

New Year's Day	Columbus Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
New Year's Eve	

Every day appointed by the President and Governor for a public fast, thanksgiving or holiday and so adopted by the Board of Supervisors.

The provisions of this paragraph shall apply to those employees who observe holidays by not working a regularly scheduled workday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday except by those employees who are regularly scheduled to work on Saturdays shall observe such holidays on Saturday. If any holiday falls on a Sunday, the following Monday shall be observed as a holiday, except by those employees regularly scheduled to work Sundays, who shall observe such holidays on Sunday. If any of the foregoing holidays fall on any day from Monday through Friday, and that day is a regularly scheduled non-work day for an employee, the employee shall be entitled to receive another day off with holiday pay within the pay period in which the holiday falls. Provisions of this paragraph shall not apply to those employees who receive holiday pay in lieu of time off for holidays.

If the County closes a work site on any day that is a normally scheduled workday, and cannot assign the workers to another worksite, the employees will be paid for their normally scheduled shift, at straight time.

## **8.03 Holiday Pay and Additional Holiday Compensation**

For employees who are eligible for holiday pay in lieu of a day off due to organizational needs or schedules, the following shall apply:

- (1) If a County holiday falls on the employee's regularly scheduled day off, the employee shall be paid eight hours of straight time at his normal wage rate. Such payment is called holiday pay. The employee therefore, will have the day off in addition to receiving the holiday pay.

- (2) If a County holiday falls on a day on which the employee is regularly scheduled to work, the employee shall receive holiday pay plus time and one-half (1½) for hours worked.
- (3) An employee who regularly works shifts as other than a traditional eight (8) hour day, five (5) day week shift and who works a holiday shall receive holiday pay at time and one-half (1½) for hours worked as part of his regular non-overtime shift assignment and time and one-half for hours worked in overtime status.
- (4) In any year in which December 24 and December 31 fall on Sunday, December 24 and December 31 should not be a holiday, but in lieu thereof an employee should receive one floating holiday to be arranged by mutual consent of the employee and his department head which should be taken prior to the end of the fiscal year.

#### **8.04 Authorization for Holidays Worked**

Holiday work must be granted prior approval by the Department Head except in emergency situations where approval cannot be obtained beforehand.

### **SECTION 9 Vacation Leave**

#### **9.01 Vacation Allowance/Accrual**

- (1) Employees in continuous, full-time County service shall accrue vacation per the following schedule. Vacation accrual shall begin with the first hour of work. (Full-time County service is defined as a 2080 hour work year.)
  - (A) Date of hire through three complete years of continuous employment: accrue eight (80) hours per year.
  - (B) More than three (3) complete years through ten (10) complete years of continuous employment: accrue one hundred twenty (120) hours per year.
  - (C) More than ten (10) complete years of continuous employment: accrue one hundred sixty (160) hours per year.
- (2) Vacation accrual shall be at the rate of approximately 3.077 hours bi-weekly for the first three (3) complete years; thereafter, it shall accrue approximately 4.615 hours bi-weekly through ten (10) complete years; and thereafter, it shall accrue vacation at approximately 6.154 hours bi-weekly period.

- (A) If properly requested, in accordance with Department Rules, a vacation denied or canceled would result in the employee given a 90 day extension or paid off at the department choice.
- (3) Regular employees who work fifty (50) percent of fulltime or more shall accrue vacation credits. Vacation shall accrue on the basis of regular hours worked.
- (4) Except as provided in Section 16, employees are eligible to use accrued vacation after six (6) months of continuous service.
- (5) Employees may use vacation, charged in minimum increments of fifteen (15) minutes, for those hours which the employee would normally have worked, to a maximum of the hours accrued.
- (6) The time at which employees may take vacation leave shall be approved by the Department Head.

#### **9.02 Vacation Allowance for Separated Employees**

- (1) When an employee is separated from County service, any remaining vacation allowance shall be added to his/her final compensation and shall be issued separately from the employee's final pay check.
- (2) An employee who is subsequently reinstated within one (1) year of lay-off shall have his prior service counted in determining eligibility for vacation accrual, excluding the time between the date of lay-off and the date of reinstatement.

#### **9.03 Holiday During Vacation**

If a holiday falls within an employee's vacation leave, the holiday shall not be counted as a vacation day.

### **SECTION 10 Sick Leave**

#### **10.01 Accrual**

Regular employees working fifty (50) percent of full-time or more shall accrue sick leave at the rate of 3.692 hours for each full eighty- hour payroll period. (80)

Employees shall accrue sick leave on the basis of regular hours worked. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave. Employees shall not accrue sick leave during any leave or leaves of absence without pay. Sick leave accrual begins

on the first hour worked. "Hours worked" as used herein are straight time hours only and do not include overtime.

## **10.02 Usage**

Employees may use sick leave, charged in minimum increments of one-quarter (1/4) hour, for those hours which the employee would normally have worked, to a maximum of the hours accrued, for the following:

For the purpose of this Section Immediate family means mother/father, mother/father-in-law, spouse, son/son-in-law, grandchild, grandparents, brother/sister, brother/sister-in-law, daughter/daughter-in-law, or any relative living in the immediate household. Nothing in this section shall violate the rights of domestic partners under California Law or Federal & California State Leave Laws.

- (1) Illness/Self: The employee's illness, injury or exposure to contagious disease, which incapacitates him from performing his duties.
- (2) Illness/Immediate Family: An employee may use up to sixty (60) hours per fiscal year of accrued sick leave for illness in the immediate family (Federal & California State Leave Laws).
- (3) Bereavement: Regular employees shall be entitled up to twenty-four (24) hours of bereavement leave per incident due to the death of persons of an immediate family member. Bereavement leave no longer will be deducted from sick leave except in cases of extenuating circumstances, where the County Administrative Officer may grant additional hours as he/she determines appropriate.
- (4) In special cases, with the approval of the County Administrative Officer, a department head may grant sick leave in other circumstances. No sick leave shall be paid to an employee during a leave of absence without pay.
- (5) An employee shall not be permitted to use sick leave if the employee is eligible to receive long term disability benefits.

## **10.03 Procedures for Requesting and Approving Sick Leave**

When the requirement for sick leave is known to the employee in advance of his absence, the employee shall request authorization for sick leave in the manner hereinafter specified. In all other instances the employee shall notify his supervisor as promptly as possible.

Before an employee may be paid for the use of accrued sick leave, he shall complete and submit to his department head for approval a signed statement on



a prescribed form stating the dates and hours of absence, the exact reason, and such other information as is necessary for his request to be evaluated. If an employee does not return to work prior to the payroll, other arrangements may be made with the approval of the department head.

The department head may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request.

#### **10.04 Use of Sick Leave While on Vacation**

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- (1) Was hospitalized during the period for which sick leave is claimed; or
- (2) Received medical treatment/diagnosis and presents a signed physician's statement, indicating illness or disability for the period claimed.

An employee who submits a written resignation from County service shall not be eligible to use sick leave in lieu of vacation.

#### **10.05 Sick Leave Payback**

Optional buy back: Upon PERS or Social Security Retirement, or upon death of an employee, remuneration for accumulated sick leave may be paid to the employee, or designated beneficiary at the employee's option. Remuneration is to be calculated at employee's last salary rate up to the maximum of one thousand five hundred dollars (\$1,500.00). If the employee elects to receive this payment option then, at retirement his remaining available accumulated sick leave may be applied toward service credit for retirement purposes. An employee may, however, elect to apply all accumulated sick leave towards PERS service credit for retirement purposes.

#### **10.06 Military Service Credit**

An employee may purchase PERS service credit for active military duty.

### **SECTION 11 Leaves of Absence**

#### **11.01 General**

The County will adhere to the provisions of the Family Medical Leave Act (FMLA), the California Paid Family Leave Program and other related federal, state and local laws with regards to paid and unpaid leaves of absence.

(1) Family Medical Leave Act (FMLA)

- A. An unpaid leave of absence may be granted under the provisions of FMLA only if the employee has worked for the County at least twelve (12) months including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave.
- B. Employees eligible for leave may elect to take up to twelve (12) weeks of unpaid leave to attend to the birth or adoption of a child, to care for a seriously ill member of his immediate family or when the employee is unable to work because of his own serious medical condition.
- C. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his share of the premium.
- D. The County will reinstate the employee to the employee's previously held position or a substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to physical or mental condition.
- E. An employee on FMLA is equally subject to layoffs as are others continuously employed by the department.
- F. The employee is required to give thirty (30) calendar days notice to the department head that a leave under the FMLA is being requested. If such an advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.
- G. If an employee requires a subsequent leave under FMLA, time worked will commence at the end of the prior FMLA leave, with the same twelve (12) month 1,250 hours of paid service requirement between the two FMLA leaves.
- H. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

(2) Non-FMLA Leaves of Absence

If a leave does not qualify under FMLA, the employee must request a paid or unpaid leave of absence for personal or medical reasons in accordance with the following:

- A. All requests for leaves of absence pursuant to this section shall first be submitted in writing to the appropriate department head.
- B. A request for medical leave under the provisions of this section requires medical verification by the employee's medical provider and must be provided for in writing to the employee's department head.
- C. The County will continue to pay the employee's share of the group health insurance premium for a medical leave; the employee is responsible for the timely payment of his share of the premium. The payment schedule shall be determined by the Office of the Auditor/Controller.
- D. The County will not contribute to the health insurance premium for leaves for reasons other than disability.
- E. The County reserves the right to deny such a leave and to deny the extension of such a leave.
- F. An employee granted a leave under this provision is expected to return to his normally assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.
- G. An employee unable to perform the essential functions of the job under provisions of the Americans with Disabilities Act may not be reinstated to County employment.

#### **11.02 Workers' Compensation Leave**

An unpaid leave of absence will be granted to employees who are on authorized workers compensation status due to industrial illness or injury as provided by state law. The County will continue to pay the County's share of the employee's health insurance premium during this leave. It is the employee's responsibility to pay his share of the premium in a timely manner. An employee on Worker's Compensation leave may be terminated as provided by state law, including participation in vocational rehabilitation or retirement.

#### **11.03 Military Leave**

An employee of the County who is a member of the California National Guard or Naval Militia or a member of the reserve corps of force of the federal military, naval, or marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed limits set forth in the Military and Veteran's Code. All regular employees in the service of the County

who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California shall be allowed leave of absence without pay for the duration of a national emergency. An employee shall be reinstated in the position held when inducted into Military Service, as set forth in the Military and Veteran's Code.

#### **11.04 Absence Due to Required Attendance in Court**

With prior notice, a regular employee shall be authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Said absence from duty will be with full pay for each day the employee serves on the jury or testifies as a witness in a criminal or civil case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen (15) days after receipt, all fees received.
- (2) Jury duty or witness duty shall be considered in terms of "whole days" (8 hours) or "half-days" (4 hours) of service. If an employee is not due to appear for jury duty or as a witness until an afternoon court session, he will be expected to work his usual morning schedule.

If an employee is required to appear for morning court session and is sent home before noon and not required to return in the afternoon, he will be expected to work the usual afternoon schedule.

- (3) Attendance in court in connection with an employee's usual official duties or in connection with a case in which the County of Calaveras is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this section. A minimum of three (3) hours paid time will be granted to an employee who is required to appear in court in connection with his usual official duties or in connection with a case in which the County of Calaveras is a part.
- (4) Absence from duty will be without pay when the employee appears in private litigation to which the County of Calaveras is not a party, or the employee is suing the County.
- (5) Any fees allowed shall be remitted to the County Treasurer.
- (6) Employees working swing/graveyard shifts will be provided reasonable time off to allow for sleep/rest when serving jury/witness duty.



## **11.05 Absence Without Leave**

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty at the expiration of a leave or failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the department head or Director, Human Resources & Risk Management, shall be considered as an absence without leave.
  
- (2) Absence Without Leave
  - (A) Absence without leave due to lack of accrued sick leave, vacation or CTO hours: employees who are absent from their regularly assigned workday shall be expected to use, as appropriate, available accrued sick leave, vacation leave, or CTO hours, or have obtained prior approval for an authorized leave of absence per Section 11.03, 11.04, or 11.05 of the Memorandum of Understanding. Employees whose absence places them in unpaid status due to a lack of accumulated paid leave hours and who have not received authorization for an approved leave of absence shall be considered absent without leave and subject to disciplinary action. It is the intent of this section to discourage use of paid leave hours to cover such absences.
  
  - (B) Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for five (5) or more consecutive shifts without a satisfactory explanation shall be deemed a tender of resignation. Employees wishing to challenge a finding of resignation may appeal within ten (10) calendar days to the County Administrator, whose decision shall be final and binding.
  
- (3) Nothing in this section relating to a leave of absence shall violate the rights of registered domestic partners under California law.

## **11.06 Catastrophic Leave**

The Calaveras County Board of Supervisors has authorized the donation of paid leave from one employee to another in situations of serious illness or injury (non-work related). Such donations are considered to be a privilege and are authorized when the Deputy CAO/Human Resources & Risk Director believe that the request is an appropriate one. Employees may donate vacation hours or sick leave hours to another employee on a voluntary basis, consistent with this policy.

### **1. Definition of a Serious Health Condition:**

A serious non-work related health condition which incapacitates the employee or a member of their immediate family, and which creates a financial

hardship because the employee has exhausted their sick and vacation leave, MTO, Personal Holiday, as well as CTO. A catastrophic illness or injury is defined as a serious illness, injury, impairment, physical, or mental condition that is present for a minimum of seven (7) calendar days, and that involves incapacity or treatment:

- A. Connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential health care facility; or
- B. Requiring absence of more than seven calendar days from work, and that also involves continuing treatment by (or under the supervision of) a licensed health care provider; or
- C. Due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
- D. That is long-term due to a condition for which treatment may be ineffective (e.g., stroke, terminal disease, etc.); or
- E. To receive multiple treatments (including any period of recovery there from) either for restorative surgery after an accident or other injury, or for a chronic condition such as cancer or kidney disease.

2. Procedure:

- A. The requesting employee must complete a "Vacation/Sick Leave Donation: Request to Participate" form and submit a "Physician Certification" form in order to be considered for participation in the vacation/sick donation program. These forms shall be sent by the employee to the Deputy CAO/Human Resources & Risk Director for review. The review shall determine eligibility and if the medical certification is sufficient. The Human Resources Director will make a determination as to whether or not the request qualifies under this policy. Further verification of the nature of the catastrophic illness or injury or medical emergency may be required.
- B. If the recipient is dissatisfied with the Human Resources Director's determination, a second review may be requested by the recipient. The second review will be made by the County Administrative Officer whose decision is final and not appealable.
- C. If a Request to Participate form is approved, the County's Human Resources Department will authorize an electronic message to be sent (the Recipients name will not be posted) to notify all County Departments that a vacation/sick donation request has been approved. The message will provide information on how to access the County

intranet site to participate in the donation of vacation/sick hours. The Auditor's Office-Payroll Department will be provided with the necessary Recipient information for the processing of donated hours. Donors will send completed Vacation/Sick Leave Donation forms to the Human Resources Department for processing. Donation pledge forms will be made available in the department and/or electronically for a designated period of time. The donation forms will include a statement informing the potential donor that all donations may be irrevocable once they are credited to the recipient. Donations must be made at a minimum of one (1) or more hour increments.

- D. Once the completed donation forms are returned to the Human Resources Department, staff will:
- i. Log in each donation and assign a number based on when it is received, i.e. first donation is #1, etc.
  - ii. Verify that each donor has enough vacation/sick to cover the amount of the donation. The donor must have a sufficient leave balance on the books at the time the donation form is submitted. If the donor does not have a sufficient balance, the donation will not be processed and the donation form will be returned to the donor. The donating employee will reserve no less than 80 hours of vacation and 80 hours of sick leave in his/her accrual bank subsequent to the donation.
  - iii. Deduct the donated vacation/sick leave from the donor's vacation/sick leave balance and apply the donated hours to the Recipient.
- E. After the recipient has exhausted all of his/her own paid leave balances, donations will be processed and credited to the recipient in numerical order until there are enough donated hours to make up a full pay period of hours (includes regular, SDI or LTD integrations), i.e. 80 hours for a full time employee or the number of assigned hours for a part-time employee. Donations shall be on dollar for dollar basis, i.e. each hour of leave time is converted to the dollar value according to the donor's rate of pay. Donations received but not credited for this pay period will be held to be used in future pay periods. This process will be repeated each pay period until the recipient's status changes so that he/she is no longer eligible for vacation/sick leave donation or if the recipient has received 12 months (26 pay periods of receiving donated hours) of vacation/sick leave donations during their tenure with the County, whichever occurs first.

- F. Each pay period the Auditor's Office-Payroll Department will add the appropriate number of hours to the recipient's leave balance. Payments will be made to the recipient based on the normal payroll schedule at the recipient's regular biweekly salary. Recipients will continue to accrue vacation and sick hours on a pro-rated basis depending upon the number of donated hours that are used in a given pay period.
- G. When the event that caused the need for the Vacation/Sick Leave Donation program is concluded or resolved, any remaining un-credited donations will not be processed and the donation form and credits will be returned to the donor(s) and restored to his/her vacation/sick leave balance(s).
- H. The County will immediately investigate any allegation of coercion or pressure in the solicitation of transfers for Vacation/Sick Leave Donation and take appropriate action.
- I. Any donated hours used by a recipient are considered compensable earnings and are subject to applicable Federal, State and Local taxes. Deductions for any benefits premiums and retirement shall also occur. A recipient is responsible for paying the employee portion of any benefits premiums or retirement costs not paid for through the payroll deduction.

## **SECTION 12 Health and Welfare**

### **12.01 Health, Dental, Vision Insurance**

The County agrees to provide health dental, and vision insurance coverage accessible through a qualified cafeteria plan.

The County and the Union agree to utilize the EIA Health Insurance Plan offered by CSAC effective January 1, 2004.



## **12.02 County Contributions**

The County Contribution towards health insurance shall be as follows:

Employee	-	\$ 694.80
Employee + one	-	\$1,359.60
Family	-	\$1,795.20

One Hundred Percent (100%) of Employee-Only Dental and Employee-Only Vision to be paid by the County. Effective 7/7/2018.

## **12.03 Open Enrollment**

Election Authorization: All employees covered by this MOU shall understand that their election as a participant in the County of Calaveras Cafeteria Plan cannot be changed during the plan year unless the employee has a change in the status of their family. These change(s) defined under Internal Revenue Service System regulations and the County of Calaveras Cafeteria Plan as circumstances such as, but not limited to death, divorce, birth of a child, marriage or change in employment. All employees shall also understand that any contribution the employee is required to make for coverage that the employee has chosen shall be taken from their earnings.

**Alternate Dental Plan** – The County is willing to provide a dental upgrade plan, effective January 1, 2017, subject to agreement by all employee groups through the Joint Health Care Committee.

## **12.04 Cash in Lieu of Health Insurance**

For those employees who elect not to partake of the County's medical coverage, and provide proof of qualifying group existing health insurance, they will be provided with three hundred dollars (\$300.00) "cash in lieu" benefit. "Cash in Lieu" benefit is available annually during the open enrollment period pursuant to Cafeteria Plan rules. If an employee has a qualifying event they can elect the "cash in lieu" benefit outside of the Open Enrollment period. Employees who elect the "cash in lieu" benefit are also eligible for dental and vision coverage at any level with no cost to employee.

Employees electing the "cash in lieu" of benefit shall request this option only during the annually designated open enrollment period.

## **12.05 Change in Health Insurance Carriers**

- A County-wide Joint Health Care committee process to review Medical and other options. The Committee will consist of two representatives from each of the four Unions (Deputy Sheriff's Association, Sheriff's Management Unit, Service Employee's International Union Local 1021, Calaveras County Public Safety Employee's Association) and one representative appointed by the

County. The committee shall work together quarterly as needed to explore alternative solutions to lower cost of healthcare options, plan redesign, and sharing resources. The Committee will make recommendations to the Board on possible changes to health providers and coverage. The Committee does not have the ability to unilaterally make any changes to the existing terms through the end of the term of the MOU.

- If Board adopts a new health plan option, that plan will be made available to employees at Open Enrollment.

(this item was previously under Section 12.02 and should properly be in this section)

#### **12.06 Pre-Tax Child Care Contribution**

The County agrees to provide each employee the option of having a pre-tax deduction from the employee's paycheck as allowed by the tax code, to be used for the payment of daycare expenses. The County agrees to take reasonable steps to implement this pre-tax benefit program.

#### **12.07 Long-Term Disability/State Disability Insurance**

The County provides long-term disability (LTD) insurance for eligible employees. LTD allows eligible employees to retain a portion of their regular income while unable to work due to disability. It is the responsibility of the employee to notify Human Resources staff regarding his disability and to apply for LTD on approved application forms.

The County also provides short-term disability insurance through the California State Disability Insurance Program (SDI). The County provides this Coverage through a "coordination of benefits" process. Eligibility for SDI is determined by the State of California. It is the responsibility of the employee to notify Human Resources staff regarding his/her disability and to apply for SDI benefits on approved application forms.

#### **12.08 Affordable Care Act Reopener**

At such time as regulations are issued further implementing the Affordable Care Act, the County and the Union will meet and confer to review the impact of such regulations on the benefit plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance, or if any other provisions of the benefit plans covered by this MOU are modified by the ACA during the term of this MOU, it is agreed that the County and SEIU will reopen this section of the MOU to meet and confer on how such mandated changes will be implemented.

**SECTION 13**  
**Group Life Insurance**

The County will provide a fifty thousand dollar (\$50,000.00) group term life insurance policy on the employee only.

**SECTION 14**  
**Probationary Period**

**14.01 Initial Probationary Period, Extensions**

All original and promotional appointments are tentative and shall be subject to a probationary period of twenty-six (26) complete pay periods. The probationary period shall be used for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for releasing a probationary employee whose performance does not meet the standards of work. With the approval of the Director, Human Resources & Risk Management, an employee's probationary period may be extended for an additional thirteen (13) pay periods to a maximum of thirty-nine (39) pay periods. The department head shall notify the employee and the Director, Human Resources & Risk Management in writing of the decision to extend the probationary period no later than the pay period preceding the effective date of the employee's scheduled advancement to permanent status.

**14.02 Salary Upon Completion of Probation**

An employee who meets standard shall advance from Step A to Step B in the salary range for his classification after successful completion of twenty-six (26) pay periods. Failure to meet standards may result in denial of Step B for a period not to exceed an additional thirteen (13) pay periods. An employee who is initially appointed to Step B or higher shall be eligible for advancement upon completion of twenty-six (26) pay periods.

**14.03 Promoting While on Probation**

A probationary employee who accepts a promotional appointment shall be required to satisfactorily serve the full probationary period in the promotional position prior to achieving permanent status at the level to which promoted.

**14.04 Release While on Probation**

An employee on probation may be released at any time and shall not have any right to appeal or other recourse.

**14.05 Return to Previous Position**

A promoted probationary employee may be returned to their previous position at any time during the probationary period as long as the employee achieved

permanent status within the previous classification. If a permanent employee fails to pass their probationary period during the promotion process, the employee shall be returned to their previous position. A promoted probationary employee, who has previously achieved permanent status, may not be terminated from employment for failing to satisfactorily complete their probationary period. The permanent employee shall be placed at the same range and step held prior to being promoted.

## **SECTION 15**

### **Dismissal, Suspension, or Demotion for Cause**

#### **15.01 Progressive Discipline**

Progressive discipline is an integral part of the County's discipline policy.

#### **15.02 Authority to Discipline**

The appointing authority may dismiss, suspend or demote any employee in the classified service in accord with established County procedures. If the employee does not appeal such action within ten (10) work days after notification of such action, the disciplinary action shall be final.

#### **15.03 Conduct Subject to Discipline**

An employee may be dismissed, suspended or demoted for just cause including but not limited to the following:

- (1) Failure to meet prescribed standard of work, performance, attendance and/or ethics to an extent that the employee's performance is deemed below standard;
- (2) Theft or destruction of County property;
- (3) Inefficiency;
- (4) Incompetence;
- (5) Neglect of duty;
- (6) Insubordination;
- (7) Conviction of a felony; conviction here means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;



- (8) Discourteous treatment of the public or other employees, including threats of assault;
- (9) Unauthorized absences, including incarceration, or abuse of sick leave privileges;
- (10) Improper political activity as defined in federal, state, or local laws and regulations;
- (11) Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his duties;
- (12) Falsification of records or fraud in securing appointment;
- (13) Willful disobedience;
- (14) Other conduct either during or outside of duty hours, including obscene or immoral conduct, which causes discredit to his/her employment;
- (15) Dishonesty;
- (16) Drunkenness on duty;
- (17) Intemperance;
- (18) Impairment from, possession of, sale or use of illegal drugs while on duty;
- (19) Inexcusable absence without leave (absenteeism and tardiness);
- (20) Conviction of a misdemeanor when the conviction discredits the County and its business operations;
- (21) Use of County property in violation of law, Board order, or a departmental policy;
- (22) Violation of Chapter 2.64 of the County Code. (Personnel Ordinance)
- (23) Any other failure of good behavior or acts, either during or outside of duty hours, which are incompatible with or inimical to the public service;
- (24) Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
- (25) Failure to meet standards established by the Department of Transportation Controlled Substances and Alcohol Use and Testing Regulations;

- (26) Failure to return to work at the expiration of an authorized leave of absence;
- (27) Failure to observe County or departmental safety rules.

**15.04 Paid Administrative Leave**

While an employee is under disciplinary review, the Department Head, with the approval of the County Administrative Officer, may order an employee off work with pay (administrative leave). When an employee is placed on paid administrative leave he/she shall be provided written reasons for the administrative leave. He/she shall be given reasonable notice prior to being directed to return to work.

**15.05 Disciplinary Appeal**

An employee who is dismissed, suspended or demoted for cause may appeal the disciplinary action to binding arbitration pursuant to Section 19.02 of this Memorandum of Understanding subject to the following:

- (1) The disciplinary appeal shall be filed in writing with the County Administrative Officer's Office within seven (7) workdays of the time at which the affected employee was notified of the final determination of discipline.
- (2) The County Administrative Officer shall have the authority to settle disciplinary appeals prior to the initiation of arbitration proceedings. This authority to settle the appeal includes the authority to modify the disciplinary action with or without the award of back pay.
- (3) An employee who proceeds to arbitration, without Union representation, shall be required to post a two thousand dollar (\$2,000.00) bond with the Board of Supervisors to insure payment of all fees and expenses normally assessed to the Union for the cost of arbitration. Such bonds shall be released by the County upon receipt of notice that the employee has paid all fees and expenses for which he/she is responsible. If, however, evidence of payment is not received by the Board of Supervisors within forty-five (45) calendar days of the presentation of invoice for arbitration costs (as received by County), the bond shall be forfeited and the employee's share of the joint arbitration cost shall be paid by the County from the proceeds. Any balance remaining from the two thousand dollars (\$2,000.00), after all such payments are made, shall be returned to the person posting the bond.
- (4) If the arbitrator finds that the County had the right to take the disciplinary action being appealed, the arbitrator may not substitute his judgment for the judgment of management, and if he/she finds that the County had such

right, he/she may not order reinstatement and may not assess any penalty upon the County.

#### **15.06 Skelly Procedure**

Anytime the County removes any employee from pay status because they are absent without leave, because the County deems them to have resigned, because they have been disciplined, or for any other involuntary reason, the County shall afford the employee a pre-deprivation due process hearing which meets the requirements of *Coleman v. State Personnel Board*, 52 Cal.3d 1102 (1991) and *Skelly v. State Personnel Board*, 15 Cal.3d 194 (1975). The County shall take no person off paid status unless the County has satisfied the minimum due process requirements of *Coleman* and *Skelly*.

##### **(1) Right to Hearing**

The employee may appeal the proposed action and request a hearing by responding in writing to the Director of Human Resources within ten (10) work days after notification of such action.

##### **(2) Representation**

The employee may be represented at the hearing by a representative of the employee's choice.

##### **(3) Conduct of Skelly Hearing**

The appointing authority or designee shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

##### **(4) Order of Disciplinary Action**

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed actions, the reasons for the action, and the employee's rights of appeal.

## **SECTION 16 Furloughs**

#### **16.01 Furlough Defined**

The furlough process as is a mechanism which may help preserve jobs in the County service during time of fiscal hardship. A furlough is identified as unpaid

time off as approved by the Board of Supervisors when such time off is required. An employee may not substitute vacation, sick leave or CTO for furloughed time.

## **16.02 Furlough Procedures**

Employees shall be furloughed in the following manner:

### **(1) VOLUNTARY FURLOUGH:**

- (A) The Voluntary Furlough program may be utilized.
- (B) Employees are required to complete the request forms provided by the County Human Resources Department.
- (C) If the request is approved, the following provisions will apply:
  - 1. The County shall continue regularly scheduled benefits and pay its share of health premiums for furloughed employees;
  - 2. Sick Leave and Vacation hours shall continue to accrue at the employee's regular accrual rate during furlough periods;
  - 3. A furlough day that occurs in conjunction with a County holiday will not affect the employee's right to be paid for that holiday.
  - 4. Furlough days will not alter an employee's date of hire, length of service or seniority.

## **SECTION 17 Lay-off Procedures**

### **17.01 Layoff**

The appointing authority, with the approval of the County Administrative Officer, may layoff employees whenever it becomes necessary due to lack of funds or, lack of work.

### **17.02 Order of Layoff**

- (1) Employees shall be laid off in the following order:

Extra-hire, provisional, limited term, and permanent employees.
- (2) Layoff shall be by inverse order, by classification seniority as determined pursuant to Section 17.03 (2) below, and applied on a departmental basis.

Management reserves the right to make final decisions regarding layoffs. If requested by the Union, the County Administrative Officer will meet with Union



representatives before implementing layoffs to review the County's seniority determinations.

### **17.03 Bumping**

Any permanent County employee subject to lay off may exercise bumping rights subject to the following limitations:

- (1) Only permanent County employees may exercise bumping rights in lieu of layoffs. Bumping rights will not be extended to extra-hire, provisional, limited term or probationary employees.
- (2) For purposes of determining bumping rights, seniority shall be measured by an employee's time in the classification they are bumping to added to the time they have spent in a directly related higher classification(s), but shall not include any period during which the employee was on leave without pay, or not actually in County employment because of his/her voluntary separation, layoff, or other cause. For an employee who is re-hired after separation, seniority shall be measured from the date of his/her most recent appointment, subject to the above limitations.
- (3) A permanent employee subject to layoff may, within his/her current department, elect to bump into an equal paying classification or demote to a lower classification, provided that:
  - A. The employee previously held permanent status in that classification; and
  - B. The employee continues to meet the minimum qualifications for that classification; and possesses more seniority as defined in 17.03(2) above than the employee who is being bumped. Bumping is subject to approval of the County Administrative Officer.

### **17.04 Reemployment and Recall**

- (1) A permanent County employee laid off from County employment who does not bump into another position will have a right to re-employment in the County service for three years after the date of layoff. An employee re-employed back to their former position within one year shall have their sick leave accruals reinstated and vacation accrual rate maintained. Re-employment rights provide for the employee being referred by the Human Resources Department to any vacant position in the classification from which the employee was laid off. Re-employment rights provide that the employee will be considered for appropriate vacancies not previously held prior to the referral of "names" from an Employment Eligibility List.
- (2) A permanent County employee laid off will have a right of recall to the same position in the same County department from which the employee was laid

off for three years after the date of layoff. Upon the written request of a laid off employee, prior to expiration of the three year period, their reemployment rights will be extended an additional two years. While no service credit will accrue while employees are laid off, there shall be no break in service considered for layoff purposes for those laid off employees reemployed to a County position pursuant to this section.

## **SECTION 18 Meal Periods and Rest Periods**

### **18.01 Meal and Rest Periods**

Employees working an eight and one half (8 ½) hour shift shall receive a one-half (1/2) hour non-paid meal period. Employees working a nine (9) hour work shift shall receive a one (1) hour non-paid meal period. FLSA non-exempt employees who are directed to work through a meal period shall record all time spent working on their timecard.

Except in emergencies, employees shall receive a fifteen (15) minute paid rest period during the first half of the work day. Except in emergencies, employees shall receive a fifteen (15) minute paid rest period during the second half of the work day. Employees shall not use the rest periods to lengthen their lunch period or shorten the work day.

### **18.02 Time Limits, Shifts**

Employees who exceed the time limits prescribed above for lunch and/or rest periods shall have their pay reduced accordingly. Employees working swing or graveyard shift shall receive meal and rest periods established by the department policy.

## **SECTION 19 Grievance Procedure and Arbitration**

### **19.01 Definitions**

- (1) Grievance: A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this Memorandum of Understanding which adversely affects the grievant excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.
- (2) Grievant: A grievant is an employee who files a grievance as defined above. Alleged violations, misapplication, or misinterpretations, which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and

thereafter represented by a single grievant. In cases which involve Union rights guaranteed by a specific provision(s) of this agreement, the Union may be a grievant, and the process shall begin at level 2 within five (5) working days of the occurrence giving rise to the grievance.

## **19.02 Procedures, Steps**

(1) Informal Resolution. Within ten (10) working days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have five (5) working days to respond to the employee.

(2) Formal Levels

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) working days of the receipt of the response, file a formal written grievance with his/her department head. The grievance shall be on a form containing a statement describing the grievance, the section of this Memorandum of Understanding allegedly violated, and the remedy requested. The department head (or designee) shall, within ten (10) working days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the department head, the grievant may, within ten (10) working days from the receipt of such answer, file a written appeal to the County Administrative Officer. The County Administrative Officer or his designee may conduct an investigation of the grievance which may include a meeting with the concerned parties. The County Administrative Officer or designee shall give written answer to the grievant within twenty (20) working days.

Level 3: If the grievant is not satisfied with the written answer of the County Administrative Officer or designee the Union may, on behalf of the grievant, request that the grievance be advanced to arbitration as provided for in Section 19.02. Requests for arbitration shall be in writing, addressed to the County Administrative Officer's Office and shall be filed within twenty (20) working days of the County Administrator's decision at level 2.

## **19.03 General Provisions**

(1) If a grievant fails to carry his grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.

- (2) If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal his grievance to the next higher level.
- (3) The grievant may be represented by a person of his/her choice at any formal level of this procedure.
- (4) Time limits and formal levels may be waived by mutual written consent of the parties.
- (5) Proof of service shall be accomplished by registered mail or personal service.
- (6) For any formal grievance in which the Union is not representing the grievant, the County shall provide the Union a copy of:
  - (A) The grievance filed by the employee at formal level 1 and 2 ;
  - (B) The response of County at formal levels 1 and 2;
  - (C) The request for arbitration;
  - (D) The arbitration transcript;
  - (E) The arbitration decision.

Such material shall be provided in a timely manner.

#### **19.04 Arbitration**

If the Union and the County Administrative Officer are unable to reach a mutually satisfactory accord on the grievance which arises out of and is presented according to the specific procedures and limitations of this article, the grievance may be submitted to an impartial arbitrator who shall be selected by mutual agreement of the Union and the County Administrative Officer.

- (1) Should the County Administrative Officer and the Union fail to reach agreement on selection of an arbitrator within fifteen (15) days, they shall jointly request a list of five (5) qualified arbitrators from the California State Mediation and Conciliation Service or the American Arbitration Association. If mutual selection cannot be made from the list received within five (5) days, the parties shall select the arbitrator by alternately striking names until only one name remains who shall be the arbitrator. If the American Arbitration Association is utilized, any fees in connection with such use shall be shared equally between the County and the Union.
- (2) The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Union and the County. Each party, however, shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.



- (3) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto to the extent permitted by law.
- (4) No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in the unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 18.01 and is consistent with all provisions herein.
- (5) Proposals to add to or change a Memorandum of Understanding or written agreements of addenda supplementary hereto are not arbitrable and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this section. Likewise, no grievance arising out of Section 3 (Non-Discrimination) shall be submitted to arbitration.
- (6) No arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreement or addenda supplementary hereto or to establish any new terms or conditions of employment. The arbitrator's decision shall be limited only to the application and interpretation of the provisions of this agreement in the matter referred for consideration.

#### **19.05 Grievances Related to Payment of Compensation**

All complaints involving or concerning the payment of compensation shall be initially filed in writing at Level 1 with the Director Human Resources & Risk Management. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and not detailed in the Memorandum of Understanding which results from such process shall be deemed withdrawn until the meeting and shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

#### **19.06 Changes/Interpretation of MOU**

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the Director, Human Resources & Risk Management and the Union in writing.

#### **19.07 Peaceful Performance**

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strike, slow-down, stoppage of work, sick-out, curtailment of production, concerted refusal of overtime work, refusal to

operate designated equipment (provided such equipment is safe and sound), or to perform customary duties; and neither the Union nor any representatives thereof, shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the county, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

### **19.08 Reassignment**

Any employee who is permanently reassigned may request a written statement from the Department Head as to the reasons for the reassignment, including the factors used to determine why the employee was selected. This written response shall be issued within ten (10) working days from the date of the request. If requested by the Union, the County will meet to discuss the reasons for the reassignment.

The County shall provide ten (10) working days written notice prior to permanently reassigning an employee.

## **SECTION 20 Uniform and Boot Maintenance Allowance**

### **20.01 Uniform and Boot Maintenance Allowance**

The County shall pay a six hundred dollar (\$600.00) per calendar year uniform maintenance allowance. The allowance will be paid every other pay period. Uniform allowances will be paid for the positions of Custodian I/II/III, Facility Maintenance Worker I/II/III, Facility Maintenance Engineer. The uniform maintenance allowance is to be added to the employee's regular pay warrant.

The County shall provide a one hundred fifty dollar (\$150.00) boot allowance to classifications assigned to the Public Works Department, EHMA classifications, Registered EH Specialists, EH Techs, OSS Engineers, Fleet Manager, Junior Engineer, Mechanic, Mechanic's Helper, Lead Mechanic, Welder/Mechanic, Public Works Inspector, AG Techs, and AG Biologists, and Recycling Program Coordinator I/II, Permit Tech I/II, Engineering Tech I/II assigned to the Rock Creek Landfill facility, and Air Pollution Control Tech. This allowance will be payable in coordination with the uniform allowance scheduled on the first full pay period in the month of December. For New Hires and employees promoted into positions who receive a boot allowance, will receive a prorated amount and will be entitled to the full Boot Allowance the first full pay period in the month of December.

## **SECTION 21** **Longevity Incentives**

### **21.01 Longevity Pay**

The County will compensate employees for longevity with the County with the following incentives:

- (A) 5½ years = 2½ % increase in pay (Employees hired prior to April 1, 2005)
- (B) 6 Years = 2 ½% increase in pay (Employees hired after April 1, 2005)
- (C) 10 years = 2½ % increase in pay
- (D) 15 years = 2½ % increase in pay
- (E) 20 years = 2½ % increase in pay
- (F) 25 years = 2 ½ % increase in pay

### **21.02 Calculated on Base Salary**

Longevity incentive compensation shall be computed on the base salary of the employee and shall not be computed on a salary that includes payment for any other longevity incentive. By way of further clarification, an employee eligible to receive all longevity incentives shall receive a maximum of twelve and one half percent (12.5%) above his/her base salary.

## **SECTION 22** **Retirement**

### **22.01 PERS Paid by County**

Employees pay three percent (3%) of the employee retirement contribution and the County pays four percent (4%) of the employee retirement contribution. Effective the first full pay period in January 2013, employees will begin paying an additional two percent (2%) of the employee retirement contribution and the County will pay two percent (2%) of the employee retirement contribution. Effective the first full pay period in January 2014, employees will begin paying an additional 2% of the employee retirement contribution and the County will contribute (0%) percent of the employee retirement contribution.

### **22.02 Pre-Tax Employee Contribution**

Employees contributing to any portion of their PERS Employee Rate shall pay with pre-tax dollars.

### **22.03 Two Percent at Age 55**

The County implemented PERS two percent (2%) at Age Fifty-five (55) retirement formula effective July 1, 1996.

#### **22.04 New Pension Formulas**

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired after January 1, 2013 who are not transferred from a PERS or PERS reciprocal agency or have a break in service of six months or longer will be covered by the 2% @ 62 retirement formula with the 36 highest consecutive months final compensation provision.

#### **22.05 Deferred Compensation Program**

The County will, on a monthly basis, match each dollar contributed by each represented employee to the County-sponsored deferred compensation plan up to a maximum County match of \$50 per month, per employee.

### **SECTION 23 Employer's Rights and Responsibilities**

#### **23.01 Management Rights**

The County, through its department heads, retains solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to, the following:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to establish salaries of new classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

#### **23.02 No Waiver of Rights**

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the County by any law regulating, authorizing or empowering the County to act or refrain from acting.



### **23.03 Final Interpreter**

The County Administrative Officer shall be the final interpreter of this Memorandum of Understanding for the County.

### **SECTION 24 Severability of Provisions**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

### **SECTION 25 Scope of Agreement**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

### **SECTION 26 Duration**

The effective date of this Memorandum of Understanding will be January 1, 2021, or following ratification and Board adoption, (whichever is later); and shall remain in full force and effect to and including the Thirtieth (30<sup>th</sup>) day of September 2021. The County will meet and continue bargaining with the Union bargaining team for successor MOU on July 19<sup>th</sup> 2021.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF CALAVERAS

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1021

Merita Callaway 12-8-2020  
Chair, Board of Supervisors Date

Jennifer Herndon 11/24/2020  
Jennifer Herndon Date  
Unit Representative

Judy Hawkins 12/8/2020  
Judy Hawkins Date  
Director, Human Resources & Risk Mgmt.

Loren Skrimager 11/23/2020  
Loren Skrimager Date  
Unit Representative

Rebecca Turner  
Rebecca Turner, County Clerk and  
Ex-Officio Clerk of the Board of Supervisors

Amy Eaves 11/30/20  
Amy Eaves Date  
Unit Representative

Kevin Dubois 11/24/2020  
Kevin Dubois Date  
Unit Representative

Todd Nosanow 11/23/2020  
Todd Nosanow Date  
Unit Representative

Michael Fouch 12-1-20  
Michael Fouch Date  
SEIU 1021 Field Representative

Bill Petrone 12-3-20  
Bill Petrone Date  
SEIU 1021 Director

John Stead-Mendez 12/28/20  
John Stead-Mendez Date  
SEIU 1021 Executive Director

**Appendix A**

**SIDE-LETTER AGREEMENT**

**Between**

**Calaveras County**

**And**

**Service Employees' International Union, Local 1021**

The County and the Union agree that, following the execution of this Side Letter Agreement, the County may take whatever steps necessary to amend its Personnel Rules, as those rules apply to classifications assigned to this bargaining unit, to allow for "Department-Only" promotional recruitments.

The signatures below indicate agreement with the above-described provisions of this Side-Letter Agreement.





# **Exhibit B**

**From:** Andrea Colavita Pinkham [<mailto:a.colavitapinkham@seiu1021.org>]  
**Sent:** Wednesday, May 26, 2021 10:27 AM  
**To:** Judy Hawkins <[JHawkins@co.calaveras.ca.us](mailto:JHawkins@co.calaveras.ca.us)>  
**Subject:** Request for information

This email serves as a formal request for information. Please provide the following:

- Who is currently doing the map updates for the Calaveras County Assessors office?
  - If it is an individual, provide their name and the method of updating i.e. AutoCAD .
  - If it is a consultant or an outside firm, provide a copy of the contract with Calaveras County and a record of the meet and confer with SEIU 1021.

Please let me know if you need clarification on any of my requests. Your response to this request before our June 1 meeting is appreciated.

Andrea Colavita Pinkham  
Field Representative  
SEIU 1021  
209-817-3656

\*\*\*\*\*  
\*\*\*\*\*

This electronic mail message and any attachments are intended only for the use of the addressee(s) named above and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this e-mail to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this e-mail message in error, please immediately notify the sender by replying to this message or by telephone. Thank you.

# **Exhibit C**

ASSESSOR DATABASE RECIPROCIITY AGREEMENT

This Agreement is made at San Andreas, as of May 13, 1993, by and between the OFFICE OF THE ASSESSOR COUNTY OF CALAVERAS (hereinafter referred to as "Assessor") and CD-DATA, INC. (hereinafter referred, to as "CD-Data") who agree as follows:

1. The County Assessor desires to have a monthly service, wherein, the Master Property Record file (40,537 records) in the main-frame database is indexed, maps scanned (digitized) and delivered on a CD-Rom (Compact disk) for use in the Assessor's personal computer (PC). Annual service cost for monthly updating the file and maps is \$9,728.88 dollars.

2. CD-Data agrees to provide this service at no cost in exchange for the non-exclusive right to market the non-confidential portion of the data to the public. The subscriber is charged a \$500.00 dollar set-up fee and \$400.00 dollars per monthly up-date or \$600.00 dollars per annual update. Fifty percent of net sales in excess of the above costs shall accrue a credit amount to the Assessor to provide necessary equipment to support, maintain, improve and provide for the creation, retention, automation and retrieval of Assessor information. CD-Data will provide a quarterly accounting of said credits and at the written direction of the Assessor provide the requested equipment. Net sales are estimated at forty percent of gross.

3. The confidential portion of the above data, not to be provided to the public shall be all information existing on the "sales" file and all information existing on the characteristic file except the situs.

4. **FACILITIES AND EQUIPMENT.** Assessor shall provide CD-Data monthly, magnetic tape copies of the database file and 11 x 17" copies of maps, to be used by CD-Data in creating the PC database.

5. **PERIOD COVERED AND RENEWAL.** The term of this agreement shall be for one (1) year commencing on the day of execution of this Agreement. This agreement shall be automatically renewed annually for addition periods of an additional one year unless either party provides to the other, in writing, a notice of non-renewal 60 calendar days prior to the expiration of the current annual period.

6. Violation or non-conformance of any part of this agreement shall be cause for cancellation of the entire agreement by written notice of the other party.

7. **NOTICES.** All notices required under this agreement shall be made in writing and addressed or delivered as follows:

Bill Ratterman  
Assessor  
County of Calaveras  
Government Center  
San Andreas, Ca. 95249

David D. Mulligan  
President  
CD-Data, Inc.  
3143 Vichy Ave.  
Napa, Ca. 94558

Either party may, by written notice to the other, change its own mailing address.

Assessor, County of Calaveras

CD-Data, Inc.

  
William D. Ratterman, Assessor

  
David D. Mulligan, President



# **Exhibit D**

## Abel Rodriguez

---

**From:** Andrea Colavita Pinkham <a.colavitapinkham@seiu1021.org>  
**Sent:** Tuesday, June 8, 2021 6:05 PM  
**To:** Judy Hawkins; Jennifer Herndon; Betty Johnson; Todd Nosanow  
**Subject:** 6\_8 BOS meeting

After today's meeting, I touched bases with my team. Each of us checked our notes, and they clearly state that you would be talking to Christa regarding pulling the Assessors' items from the BOS agenda. You said that it was too late to remove them from the agenda, it would look the same, but you would make sure that the CAO knew that we wanted it removed. Never once did you state it would move forward in a budgetary manner. You very clearly stated it would be pulled. If something changed between our conversation on 6\_1 and the BOS meeting on 6\_8, the least you could have done was call me and give me a heads up, and I could have dealt with it accordingly.

This kind of deceptive behavior does not lend well towards a productive long-term working labor-management relationship. Did you think we wouldn't watch the whole meeting, that we wouldn't notice that the issue was addressed? Our team is disappointed and angry at this dishonesty. We will take whatever steps necessary to protect our members in the Assessor's office.

Andrea Colavita Pinkham  
Field Representative  
SEIU 1021  
209-817-3656

# **Exhibit E**

## Abel Rodriguez

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**From:** Andrea Colavita Pinkham <a.colavitapinkham@seiu1021.org>  
**Sent:** Thursday, June 24, 2021 11:26 AM  
**To:** Judy Hawkins  
**Cc:** Bill Petrone; Tiffany Crain  
**Subject:** Re: Assessors office meeting tomorrow

We believe it is direct dealing and will file accordingly. We have been told things in the past by Ms.Davis and they have turned out not to be true. SEIU still has not gotten the completed job descriptions.

Andrea Colavita Pinkham  
Field Representative  
SEIU 1021  
209-817-3656

> On Jun 24, 2021, at 11:18 AM, Judy Hawkins <[JHawkins@co.calaveras.ca.us](mailto:JHawkins@co.calaveras.ca.us)> wrote:

>  
> Andrea,  
> The meeting is informational only since there has been a lot of questions and is not direct dealing.  
>  
> Judy Hawkins  
> Deputy CAO/Risk & Human Resources Director County of Calaveras  
>  
>  
> CONFIDENTIALITY NOTICE: This email and any documents, files or previous email messages attached to it may contain information that is confidential or legally privileged and is for the sole use of the intended recipient(s). If you are not the intended recipients, do not read, print, or save this email. Any unauthorized review, use, disclosure or distribution of this email, its contents or the attachments, is strictly prohibited. If you are not the intended recipient, please contact the sender by telephone or reply email and destroy the original, any attachments and all copies without reading or saving. As email recipient, do NOT forward this email to any other person or entity without written permission of the sender.

>  
> -----Original Message-----  
> From: Andrea Colavita Pinkham [<mailto:a.colavitapinkham@seiu1021.org>]  
> Sent: Thursday, June 24, 2021 11:16 AM  
> To: Judy Hawkins <[JHawkins@co.calaveras.ca.us](mailto:JHawkins@co.calaveras.ca.us)>  
> Cc: Bill Petrone <[bill.petrone@seiu1021.org](mailto:bill.petrone@seiu1021.org)>; Tiffany Altamirano <[TAltamirano@unioncounsel.net](mailto:TAltamirano@unioncounsel.net)>  
> Subject: Assessors office meeting tomorrow  
>  
> Good morning,  
> It has come to my attention that the Assessor has called a meeting with her employees tomorrow morning, Friday, June 25th from 7:30-9am to discuss the job descriptions and proposed reclassifications. We are currently engaged in a meet and confer process over these issues. Any meeting of this kind will be considered direct dealing and will result in an unfair labor practice charge.

>  
> Andrea Colavita Pinkham  
> SEIU 1021  
> Field Representative



> (209) 817-3656

> ++++++

>

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>