

MASTER MEMORANDUM  
OF UNDERSTANDING

BETWEEN

THE COUNTY OF TRINITY

AND

THE TRINITY COUNTY  
HEALTH & HUMAN  
SERVICES (HHS) UNIT

January 1, 2024 through  
December 31, 2025

**TABLE OF  
CONTENTS**

Introductory Clause .....4

Preamble .....4

ARTICLE I - DEFINITIONS .....4

ARTICLE II - RECOGNITION.....5

ARTICLE III - RIGHTS OF PARTIES .....5

    Section 1 - COUNTY Rights.....5

    Section 2 - Employee Rights .....5

    Section 3 - UNION Rights .....5

ARTICLE IV - COMPENSATION AND BENEFITS ..... 7

    Section 1 - Incorporation of General Provisions of Trinity County Code .....7

    Section 2 - Salary.....7

    Section 3 - C.O.L.A .....7

    Section 4 - Establishment of Bi-Weekly Payroll.....8

    Section 5 - Medical and Life Insurance .....8

    Section 6 - Flexible Benefit Plan ..... 10

    Section 7 - Retirement Plans and Contributions ..... 10

    Section 8 - Conversion of Sick Leave to Retirement Credit or Pay-off  
            of Remaining Hours ..... 12

    Section 9 - Reimbursement for Tuition ..... 12

    Section 10 - Y-Rates .....12

    Section 11 - HHS Non-Management Employee Call Back Minimum.....12

    Section 12 - Shift Differential .....13

    Section 13 - Standby/On-Call Compensation .....13

    Section 14 – Recruitment and Retention Stipends ..... 13

ARTICLE V - LEAVE .....13

    Section 1 - General Provisions .....13

    Section 2 – HHS Non-Management Employee Compensatory Time .....13

    Section 3 - Holiday Leave.....13

    Section 4 – HHS Management Employee Professional Leave ..... 14

ARTICLE VI - HOURS OF WORK AND OVERTIME .....14

    Section 1 - Incorporation of County Code .....14

    Section 2 - Effect of Sick Leave, Vacation Time and Compensatory Time..... 14

ARTICLE VII - RECRUITMENT, APPLICATION AND SELECTION  
FOR EMPLOYMENT ..... 14

    Section 1 - Incorporation of County Code .....14

    Section 2 - AB 119 Compliance..... 15

ARTICLE VIII - DISCIPLINARY AND GRIEVANCE PROCEDURES .....	16
ARTICLE IX - GENERAL PROVISIONS .....	16
Section 1 - No Strike Clause.....	16
Section 2 - Violation of Work Stoppage Provision .....	16
Section 3 - Per Diem Rates .....	16
Section 4 - Entire Agreement.....	18
Section 5 - Savings Clause.....	18
Section 6 - Amendments.....	18
Section 7 - Compliance with Memorandum.....	18
Section 8 - Incorporation of County Code .....	19
Section 9 - Classification Study.....	19
Section 10 - Removal of Classifications .....	19
Section 11 - Cal HR Job Classifications .....	19
Section 12 - Signature Clause.....	20
EXHIBIT A - Recognition - HHS Unit .....	21
SPREADSHEET A – Salaries – HHS Unit .....	23

## INTRODUCTORY CLAUSE

The following constitutes a master agreement between the County of Trinity, a political subdivision of the State of California (COUNTY), and the United Public Employees of California (UPEC or UNION) for the Trinity County Health & Human Services Unit (HHS Unit), concerning wages, hours and other terms and conditions of employment, which shall be effective from January 1, 2024 to December 31, 2025.

## PREAMBLE

WHEREAS, the COUNTY and UNION, through their respective duly appointed negotiating teams, met and conferred in good faith as defined in Section 3505 of the California Government Code, regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the COUNTY and UNION entered into a binding agreement for the term of January 1, 2024 through December 31, 2025; and

WHEREAS, the COUNTY and UNION desire to set forth in this document all terms and conditions of employment for the term of the agreement; and

WHEREAS, the COUNTY and UNION agree that any benefits of this Agreement shall inure to the benefit of employees prospectively and without any retroactive application unless otherwise specified herein.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

**Employee:** The term "employee" as used herein shall mean all probationary and permanent regular part-time, full-time, and full-time/part-time employees in classifications of the HHS Unit represented by the UNION. The term "employee" does not include "extra help" employees as that term is defined by County Code.

**Employer:** The term "employer" or "COUNTY" as used herein shall refer to the County of Trinity.

**New Hire:** The term "new hire" as used herein shall include persons who were not previously employed by the County of Trinity for a period of one or more consecutive years, during the five years prior to the date of reemployment.

**Parties:** The term "Parties" as used herein shall refer to the County of Trinity and the Union for the HHS Unit jointly.

**Recognized Employee Organization:** The term "recognized employee organization" as used herein shall mean an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.

**Union:** The term "UNION" as used herein shall refer to UPEC, Local 792.

The Parties adopt the definition of terms provided by Trinity County Personnel Ordinance, Article II, Definitions, section 2.60.100 as if fully stated herein. Those definitions shall apply when used in this Agreement.

## **ARTICLE II**

### **RECOGNITION**

The COUNTY recognizes UPEC as the "Recognized Employee Organization" as defined in California Government Code section 3501(b) for the bargaining unit consisting of the classifications as listed in Exhibit A:

## **ARTICLE III**

### **RIGHTS OF PARTIES**

#### **Section 1 - COUNTY Rights**

The rights of the COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action, relieve its employees from duty because of lack of work, or for other legitimate reasons, to maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the specifications of job classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

#### **Section 2 - Employee Rights**

Employees of the COUNTY shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the COUNTY also shall have the right to refuse to join and participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the COUNTY. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the COUNTY or by any employee organization, because of his/her exercise of these rights.

Employees who are members of the UNION may terminate membership only after six months of enrollment. Termination may be effective only in the first week of January and July of each year, while employed by the COUNTY.

#### **Section 3 - Union Rights**

The UNION shall have the following rights and responsibilities:

- A. Reasonable advance written notice of any COUNTY ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Trinity County Board of Supervisors.

- B. Reasonable use of designated COUNTY bulletin boards at COUNTY work facilities.
- C. The COUNTY shall deduct dues and/or fees from employee's payroll warrants as certified by the UNION. Employees will be directed to the UNION for enrollment or withdrawal/cancellation of such dues and/or fees. The UNION shall indemnify the COUNTY for any claims made by an employee for deductions made in reliance on the UNION's certification. On an annual basis, before June 30 of each year, the UNION shall provide to the COUNTY a certified list of those for whom deductions should be made and the amounts of the deductions. The UNION shall also provide email notifications regarding certified changes in membership during the year as necessary.
- D. The right to represent its members before the Board of Supervisors or its authorized representatives with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or COUNTY laws and regulations.
- E. The use of COUNTY facilities for UNION activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- F. The right to obtain copies of meeting agendas of the Board of Supervisors at a reasonable cost.
- G. Reasonable access to employee work locations for officers of the UNION and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.
- H. There shall be no discrimination because of race, creed, color, national origin, gender, or sexual orientation or any other legally protected characteristics, of any UNION activities allowed by law, against any employee by the COUNTY or anyone employed by the COUNTY; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age.
- I. Employee representatives of the UNION are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. This shall not be construed to entitle employees to have time off to act as a representative or steward in any discipline or grievance proceedings.
- J. COUNTY shall recognize three (3) Stewards and shall provide release time for Stewards to meet with management when representing an employee. COUNTY shall not provide release time for Steward Meetings.

- K. COUNTY shall distribute new member packets provided by HHS Unit during new employee orientations.
- L. It is acknowledged that nothing contained in this agreement is a waiver by the UNION of its right to meet and confer on any proposed changes by the COUNTY of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.
- M. Indemnity and Hold Harmless: UPEC 792 fully indemnifies and holds harmless and agrees to defend the COUNTY, its officers, agents and employees acting on behalf of the COUNTY against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the COUNTY under provisions of this Article.

## **ARTICLE IV**

### **COMPENSATION AND BENEFITS**

#### **Section 1 - Incorporation of General Provisions of Trinity COUNTY Code**

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity COUNTY Code are hereby incorporated by reference.

#### **Section 2 - Salary**

- A. Salary Increases:  
Commencing January 1, 2024, COUNTY shall provide the salaries as indicated on the attached spreadsheet A.
- B. The provisions for salary set forth in this section shall remain in effect until December 31, 2025. The salary in effect on December 31, 2025, shall continue in effect without any increases after that date until modified by an amendment to this Agreement reached in compliance with Section 3505 of the California Government Code.
- C. COUNTY may increase salaries above the levels in the agreement after notice and discussion with the UNION for recruitment, retention, or other operational reasons.
- D. If salary increases are due in any year of the agreement, they can be applied entirely or in part to increase the Union Industrial Pension Fund contribution, based on a majority vote of the unit members provided that the vote is completed prior to January 1st, in order to meet the IRS requirement that the salary increase is not constructively received. Increases applied to pension contributions will be treated the same as salary increases for the purposes of future Consumer Price Index and salary calculations.

#### **Section 3 - C.O.L.A.**

No C.O.L.A.s shall be authorized during the term of this agreement.

#### **Section 4 - Establishment of Bi-Weekly Payroll**

COUNTY and UNION may meet and confer regarding a Bi-Weekly payroll during the term of this agreement.

#### **Section 5 - Medical and Life Insurance**

##### **A. Employee Medical Insurance**

Commencing with the January 2024 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Platinum medical premium. Said premium to commence on the 1<sup>st</sup> of the month following the month of employment for each employee. COUNTY may change medical insurance programs during the term of this contract, and shall pay the premium for employee medical insurance with comparable coverage to PERS Platinum upon change in policies. The bundled premium is the total premium of employee only PERS Platinum medical insurance, plus employee only vision insurance and plus family dental insurance.

Employees recognize herein that Medical deductions are made a month in advance and Vision/Dental deductions are made in the month for which the premium applies.

All HHS retirees and employees hired prior to February 22, 2020 shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Platinum premium or other equivalent plan adopted prior to retirement. HHS retirees and employees hired on or after February 22, 2020 shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution towards any elected plan adopted prior to retirement.

Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partner's insurance as a dependent, and the County will make a contribution to the dependent coverage that is equal to 90% of the bundled premium for eligible employees at the employee only PERS Platinum medical premium, but in no event shall the total County contribution be greater than \$850.00 per spouse.

##### **B. Retiree Medical Insurance**

All retirees, retired or hired prior to February 22, 2020, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Platinum premium. Employees hired on or after February 22, 2020, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired prior to February 22, 2020, who retire from active County service, the retiree medical premium will be paid as follows:

1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
3. The County will concurrently reimburse the retiree the PERS Platinum employee only rate, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.



For covered employees hired on or after February 22, 2020, who retire from active County service, the retiree medical premium will be paid as follows:

1. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
2. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

**C. Employee Life Insurance, Vision and Dental Coverage:**

COUNTY shall pay the entire premium for HHS non-management employees' life insurance with \$25,000 coverage and HHS management employees' life insurance with \$42,000 coverage. Employee only VSP vision insurance coverage and family dental insurance coverage with Delta Dental premiums shall commence on the 1<sup>st</sup> of the month after each employee has completed six (6) months of employment. COUNTY may change insurance providers during the term of this agreement provided the benefits provided are equal to those currently in effect.

**D. Opt-Out Provision (Cash-in-Lieu) – HHS Non-Management Employees**

Commencing January 1, 2024 and continuing through June 30, 2024, any employee hired prior to February 20, 2020, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars (\$700.00). Cash payments shall be reduced by applicable payroll deductions.

Commencing July 1, 2024, any employee hired prior to February 20, 2020, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account of not more than seven hundred dollars (\$700.00).

Employees hired on or after February 20, 2020, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

Any eligible employee who elects to opt-out of County medical insurance shall provide proof of insurance showing the coverage period to the County on an annual basis and/or when requested.

**E. Opt-Out Provision (Cash-in-Lieu) – HHS Management Employees**

Commencing January 1, 2024 and continuing through June 30, 2025, any employee hired prior to February 22, 2020, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars (\$700.00). Cash payments shall be reduced by applicable payroll deductions.

Commencing July 1, 2025, any employee hired prior to February 22, 2020, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation

account of not more than seven hundred dollars (\$700.00).

Employees hired on or after February 22, 2020, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

Any eligible employee who elects to opt-out of County medical insurance shall provide proof of insurance showing the coverage period to the County on an annual basis and/or when requested.

**F. Total County Medical Contribution Cap**

Notwithstanding the foregoing, COUNTY contributions for medical, dental, and vision insurance shall be capped at a total cost to COUNTY of \$850.00 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the \$850.00 cap, except that, upon retirement, employees hired prior to February 22, 2020 shall be entitled to PERS Platinum employee only full medical benefits, as stated in Article IV, section 5, subsections (A) and (B).

**Section 6 - Flexible Benefit Plan**

COUNTY shall provide a flexible benefit plan for each employee. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the Internal Revenue Code and regulations issued pursuant thereto. A copy may be obtained from COUNTY Personnel Department and is incorporated herein by reference.

**Section 7 - Retirement Plans and Contributions**

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the COUNTY's primary plan for the employees. The COUNTY shall provide retirement through the Public Employee's Retirement System (PERS) for current employees using PERS formula 2.5% @ 55. Employees shall pay the entire employee contribution commencing July 1, 2015.

B. All new hires, unless exempted under the Public Employee's Pension Reform Act of 2013 shall be employed under the formula for miscellaneous employees, 2.0% at 62.

C. COUNTY shall continue to implement Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit under conditions mandated by CalPERS.

D. Employees of Trinity County, who are "classic members" of PERS shall be responsible for 8% employee contributions towards PERS retirement. Employees of Trinity County who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA) are required to pay an employee contribution as established by PERS.

E. The Laborers International Union of North America (LIUNA) Industrial Pension Plan is designated as the supplemental plan and shall not impact any employee's CalPERS benefits.

1. In the event an employee's combined benefits exceed the IRS Section 415 limits, benefits under the LIUNA Supplemental Plan shall be reduced, but not below zero, to the extent necessary to satisfy section 415, before adjustments to benefits under CalPERS are made.
2. HHS non-management contributions: The COUNTY shall make contributions to the

LIUNA Industrial Pension Fund in the amount of \$0.19 per hour for each full-time HHS non-management employee commencing with date of employment. Part-time employees shall receive a prorated amount to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as that for full-time employees. An exception to the foregoing shall be full time employees regularly assigned to a 12-hour scheduled (three 12 hour shifts per week) who shall be considered full time. All full-time employees shall receive a \$0.19 per hour contribution. Contributions shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

3. HHS management contributions: The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$1 .54 per hour for each full-time HHS management employee commencing with date of employment. Part-time employees shall receive a prorated amount to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as that for full-time employees. The following calculations are illustrative and may not describe all situations:

Full-time	\$246.40 (for 160 hours per month)
Half-time	\$123.20 (for 80 hours per month)

An exception to the foregoing shall be full time employees regularly assigned to a 12-hour schedule (three 12-hour shifts per week) shall be considered full time. All full-time employees shall receive a \$1.54 per hour contribution. Contributions shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

4. In the event that the contributions required by LIUNA to the plan exceed the amount of the contributions required to be paid by the COUNTY under this MOU, the UNION and UPEC shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claims or action arising out of said demand for additional sums.
5. It is further agreed that all obligations to make payments to LIUNA above the current COUNTY contributions shall be borne by employees, including payments as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election of "preferred" benefits under the current Rehabilitation Plan or any other reason. However, COUNTY shall increase its obligation as defined in Section 7.
6. Employee funded contributions may be made to a pension plan pretax, provided such contribution is permitted under the law and that it is at no cost to the COUNTY other than normal payroll processing costs. A letter ruling from the IRS or similar documentation satisfactory to the COUNTY shall be provided by the Association before pretax contributions shall be made.

7. COUNTY shall elect the "preferred" payment option, if available, and COUNTY shall increase COUNTY contributions not to exceed one-half (50%) of the additional payment obligation under the "preferred" rehabilitation plan. To illustrate, COUNTY shall pay one half (five percent) and employees shall pay one half (five percent) of increases (i.e., total of ten percent) that occur during the term of rehabilitation.
8. Parties agree to construct a "side letter" amendment to this Agreement if needed to comply with the Pension Plan requirements.

F. HHS Management Employee Matching Contribution - COUNTY shall match HHS management employee contributions to a COUNTY approved deferred compensation plan, up to a maximum of 3%.

### **Section 8 - Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining Hours**

A. Employees who were employed by the COUNTY as of March 19, 1996, and who have a minimum of ten (10) years of continuous service at the time of separation in good standing from COUNTY employment, shall have the option to be compensated for unused sick hours up to a maximum of 50% of 960 hours and conversion of any remaining hours to PERS retirement; or to convert all unused sick hours to PERS retirement; or any combination thereof.

B. Employees hired after March 19, 1996, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from COUNTY service to PERS retirement credit in accordance with provisions of the CalPERS Credit for Unused sick Leave.

### **Section 9 - Reimbursement for Tuition**

With prior approval by the Department Head and Human Resources Director, and subsequent to satisfactory completion of a course relating to management or the employee's department, the Employee may submit a claim for reimbursement of tuition and instructional materials. Said reimbursement shall not exceed five hundred dollars (\$500.00) per employee per fiscal year. In the event the approved course is scheduled during the employees' regular work hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities. The parties agree to continue to meet and confer regarding an increase in reimbursement for tuition and instructional materials from \$500 to \$2,000 per fiscal year as part of a countywide program.

### **Section 10 - Y-Rates**

Employees occupying certain classifications may have been, or will be during the term of this Agreement, Y-rated. Employees designated for Y-rating shall be given no salary increases in any form including cost of living adjustments until such time as the Y-rates are removed through adjustment to the compensation plan.

### **Section 11 - HHS Non-Management Employee Call Back Minimum**

HHS non-management employees, who are called back to work at a time they are not scheduled to work, shall receive a two (2) hour minimum. The two (2) hour minimum shall not be applicable in the case of an employee called back to work less than two (2) hours from the beginning of the

employee's regularly scheduled shift and the time the employee was called out; the employee shall be provided compensation from that time the employee was called out and the beginning of the regular work shift. Compensation for the call back after a shift has been completed shall only take place when an employee is called back after substantially having left the work site.

**Section 12 - Shift Differential**

A. Swing Shifts. Employees who work second (evening) shifts shall receive an additional twenty-five cents (\$.25) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 4:00 p.m. and prior to 12:00 midnight.

B. Night Shifts. Employees who work third (night) shifts shall receive an additional fifty cents (\$.50) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 12:00 midnight and prior to 8:00 a.m.

**Section 13 - Standby/On-Call Compensation**

The following designated classes shall be eligible for on-call compensation: Social Worker I, II, III, IV, Social Worker Supervisor I, II, and additional classifications as the Department Head may determine necessary at his/her discretion. Standby/On- Call pay for said designated classes shall be three dollars (\$3.00) per hour on an hour for hour basis.

**Section 14 – Recruitment and Retention Stipends**

A. Employees hired on or after January 1, 2024 by in an HHS classification shall receive a retention bonus of \$1,500 upon completing a full year of employment with HHS.

**ARTICLE V**

**LEAVE**

**Section 1 - General Provisions**

Except as expressly provided herein, the provisions of Article IX, Chapter 2.60 of the Trinity County Code are incorporated by reference.

**Section 2 – HHS Non-Management Employee Compensatory Time**

The compensatory time carry-over as provided in the Trinity County Code Chapter 2.60, Article IX, Section 580, subsection E, shall be eighty (80) hours from one fiscal year to the next, provided the authorization is received as set forth in the Trinity County Code.

**Section 3 - Holiday Leave**

To earn holiday pay an employee must work the day before and the day after, if scheduled, unless on pre-approved vacation, using pre-approved compensatory time or using sick leave (the Department Head may deny sick pay pending proof of illness).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection A, shall include December 24 (Christmas Eve).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection B, shall be modified as follows:

When a holiday as defined in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday as defined in this section falls on a Sunday, the following Monday shall be observed as a holiday.

When December 24 falls on a Friday it shall be observed on the preceding Thursday. When December 24 falls on a Sunday it shall be observed on the preceding Friday.

**Section 4 – HHS Management Employee Professional Leave**

On each January 1<sup>st</sup>, a total of five days (40 hours) professional leave shall be credited to each HHS Management designated employee. Said hours shall be granted after one year of service on a prorated basis to an employee for their first year in a Management position. Said leave shall not be taken in any other year than in which it was earned; nor can the leave be carried over, or any other compensation be made, to the employee in the event the leave is not taken during the earned year.

Proration Example

- Hired April 2023.
- April 1, 2024 (after 12 months of service) - receive 30 hours for 2024 (9 months out of 12, or  $9/12 = .75$ ;  $40 \text{ hours} \times .75 = 30$ ).
- January 1, 2025 - receive 40 hours for 2025.

**ARTICLE VI**

**HOURS OF WORK AND OVERTIME**

**Section 1 - Incorporation of County Code**

Unless expressly provided herein, all the provisions of Article I of chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

**Section 2 - Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime**

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an overtime eligible employee has actually worked 40 hours in a workweek. Vacation time, personal leave, compensatory time taken, holiday time, and/or sick leave will not count toward the overtime calculation. The exception to this section is an HHS Unit employee asked to work beyond the end of his/her scheduled shift or called back from a scheduled day off or approved leave, with Department Head approval, will receive time and a half for the day called back or for the hours worked beyond the end of his/her scheduled shift.

**ARTICLE VII**

**RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT**

**Section 1 - Incorporation of County Code**

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

## **Section 2 - AB 119 Compliance**

### **A. New Employee Orientation**

This section shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is the exclusively recognized employee organization.

New employee orientation shall occur within thirty (30) days of an employee's hire. The Union will be provided not less than ten (10) calendar days' notice in advance of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes as part of the orientation to present Union membership information.

Attendance of the new employee at the Union portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so, including reasonable travel time if needed.

### **B. Information Provided to Union**

The Employer will provide the Union a digital file via email to the email address designated by the Union containing the following information:

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

Such information will be provided as follows:

1. For new hires:
  - Within thirty (30) days of the date of hire.
2. Regularly, for all bargaining unit employees:
  - Quarterly effective January 1, 2024.

Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the Employer (copy to the Union) to direct the Employer to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

## ARTICLE VIII

### DISCIPLINARY AND GRIEVANCE PROCEDURES

Except as provided in Government code section 3300 through 3311, all provisions of Article X, section 2.60.610 through 2.60.720 of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

An employee shall, with prior approval from their Department Head, be allowed a reasonable amount of time, as determined by their Department Head, to prepare a grievance or disciplinary appeal.

## ARTICLE IX

### GENERAL PROVISIONS

#### Section 1 - No Strike Clause

UNION agrees that under no circumstances will UNION recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the UNION take part in, any strike, sit-down, stay-in, sick-out, slow-down, nor to picket in such a manner as to block the entrances to COUNTY buildings, nor to picket with signs dealing with matters agreed to in the current Memorandum of Understanding in any office or department of the Employer, nor to curtail any operation of the COUNTY during the period in which the Parties are meeting and conferring on a successor Memorandum of Understanding, until such time as impasse has been declared and mediation attempts have failed (hereinafter referred to as work stoppage). In the event of any work stoppage, during the term of this Agreement or prior to the declaration of impasse and the failure of mediation attempts if the parties agree to mediation, by any member of the UNION, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

#### Section 2 - Violation of Work Stoppage Provision

In the event of any work stoppage during the term of this Memorandum of Understanding whether by the UNION or by any member of the UNION, the UNION, or by its officers, shall immediately declare in writing and publicize to the membership that such work stoppage is a violation of the Memorandum of Understanding and unauthorized, and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the employer. In the event of any work stoppage which the UNION has not authorized, permitted or encouraged, UNION shall not be liable for any damages caused by the violation of this provision.

#### Section 3 - Per Diem Rates

Per Diem shall be granted in accordance with Trinity County Code Section 2.60, Article XII - Travel Policy.

Section 2.60.770(C) - Travel Reimbursement shall read as follows:

#### Meal & Incidentals Reimbursement

1. In order to be eligible for breakfast reimbursement, an employee must leave at least two hours before their regular work time. In order to be eligible for dinner reimbursement, an employee must arrive at their worksite or home at least two hours after their regular work time. An employee eligible for



two or three meals on the same day may claim reimbursement for the combined total of each eligible meal (fifty or sixty-five dollars) regardless of the actual number of meals eaten. However, employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee.

2. Meal reimbursements for overnight travel in excess of 24 hours shall be at \$50.00 per day for travel within the following counties:

Alpine	Lake	Shasta
Amador	Lassen	Solano
Butte	Madera	Stanislaus
Calaveras	Merced	Sutter
Colusa	Modoc	Tehama
Del Norte	Plumas	Trinity
El Dorado	San Benito	Tuolumne
Glenn	Sierra	Yuba
Imperial	Siskiyou	

3. Meal reimbursements for overnight travel in excess of 24 hours shall be at \$65.00 per day for travel within the following counties:

Alameda	Contra Costa	Fresno
Humboldt	Napa	San Luis Obispo
Inyo	Nevada	San Mateo
Kern	Orange	Santa Barbara
Kings	Placer	Santa Clara
Los Angeles	Riverside	Santa Cruz
Marin	Sacramento	Sonoma
Mariposa	San Bernardino	Tulare
Mendocino	San Diego	Ventura
Mono	San Francisco	Yolo
Monterey	San Joaquin	

Per-diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties".

4. Meal reimbursement shall be at \$65.00 per day for overnight travel outside of the State of California.
5. Employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee (Continental Breakfasts not included). If an employee needs to deduct a meal

amount, first determine the location where you will be working on official travel. Find the corresponding amount on the first column of the table (M&IE Total) and then look across that row for each specific meal deduction amount.

<b>Total</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
\$50.00	\$12.00	\$15.00	\$23.00
\$65.00	\$15.00	\$20.00	\$30.00

All other provisions of Section 2.60.770 not in conflict with the language of this MOU shall remain unchanged.

The parties agree to continue to discuss modifications of this Section as the need arises.

**Section 4 - Entire Agreement**

This is the entire agreement between the parties and sets forth all terms and conditions relating to the respective rights of the parties and supersedes all prior agreements.

**Section 5 - Savings Clause**

If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Items and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Item or Section, the COUNTY and the UNION agree to meet within thirty (30) days for the purpose of renegotiating said Item or Section.

**Section 6 - Amendments**

The parties may mutually agree to meet and confer on any subject at any time. Any amendment or modification to this Agreement shall be in writing and shall not be effective unless and until signed by the authorized representatives of the parties to this Memorandum.

The parties are not required to meet and confer on any changes to exhibits and appendices which changes are not covered by the Meyers-Milias-Brown Act.

**Section 7 - Compliance with Memorandum**

In the event of any violation of the terms of this memorandum, responsible and authorized representatives of the UNION or the employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such un-authorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the UNION shall enforce the terms of this Memorandum on the part of its members.

**Section 8 - Incorporation of County Code**

Except as to terms expressly provided herein, all the provisions of articles I through XV of Chapter 2.60 of the Trinity County Code are herein incorporated by reference.

**Section 9 - Classification Study**

COUNTY and UNION agree to meet and confer to discuss classification changes as necessary during the term of this MOU.

**Section 10 - Removal of Classifications**

The COUNTY and UNION have agreed to remove the classifications of Child Support Assistant I/II/III, Child Support Special Programs Coordinator, Child Support Specialist I/II/III, Lactation Specialist and Lactation Aide from the classification list. The parties further agree that if any of these positions are ever reestablished, they shall be reviewed for enrollment in the HHS Unit for purposes of UNION representation.

**Section 11 – Cal HR Job Classifications**

The COUNTY and UNION agree to the adoption of any and all Social Services job classifications for use within the HHS Unit without additional Board approval of the job description. Salary ranges for these classifications shall still be set by the Board of Supervisors.

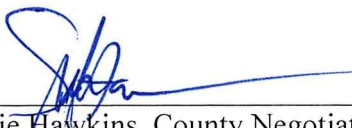
[SIGNATURE PAGE TO FOLLOW]

**Section 12 - Signature Clause**

**COUNTY OF TRINITY**

  
\_\_\_\_\_  
Margaret Long, County Negotiator      2/20/24  
Date


  
\_\_\_\_\_  
Laila Cassis, County Negotiator      2/20/24  
Date

  
\_\_\_\_\_  
Suzie Hawkins, County Negotiator      2/20/24  
Date

**ADOPTED:**

  
\_\_\_\_\_  
Ric Leutwyler, Chairman, Board of Supervisors      2/20/24  
County of Trinity, State of California      Date

**ATTEST:**

  
\_\_\_\_\_  
Suzie Hawkins, Deputy Clerk of the Board      2/20/24  
of Supervisors, County of Trinity      Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Margaret Long, County Counsel      2/20/24  
County of Trinity      Date

**UPEC LOCAL 792, TRINITY  
COUNTY HHS UNIT**

  
\_\_\_\_\_  
Ron Copeland, Team Negotiator      3/21/24  
Date

  
\_\_\_\_\_  
Mike Cottone, Team Negotiator      3/20/24  
Date

  
\_\_\_\_\_  
Laura Farneti, Team Negotiator      3/21/24  
Date

  
\_\_\_\_\_  
Michael Farneti, Team Negotiator      3-21-24  
Date

  
\_\_\_\_\_  
Michelle Gaitero, Team Negotiator      3/21/24  
Date

  
\_\_\_\_\_  
Ziah Garner, Team Negotiator      3/21/24  
Date

**EXHIBIT A**  
**RECOGNITION - HHS UNIT**

<b>POSITION (* denotes exempt management classification)</b>
ACCOUNT CLERK I
ACCOUNT CLERK II
ACCOUNT CLERK III
ACCOUNTANT I
ACCOUNTANT II
ACCOUNTANT SUPERVISOR *
ACCOUNTING TECHNICIAN
SECRETARY I
SECRETARY II
BRANCH DIRECTOR *
CHIEF FISCAL OFFICER *
COMMUNITY HEALTH NURSE I
COMMUNITY HEALTH NURSE II
COMMUNITY HEALTH NURSE III
COMMUNITY HEALTH WORKER I
COMMUNITY HEALTH WORKER II
CUSTODIAN/OFFICE MAINTENANCE WORKER
DEPUTY DIRECTOR OF HEALTH & HUMAN SERVICES *
ELIGIBILITY SPECIALIST I
ELIGIBILITY SPECIALIST II
ELIGIBILITY SPECIALIST III
ELIGIBILITY SPECIALIST SUPERVISOR *
ELIGIBILITY SPECIALIST TRAINEE
EMERGENCY OPERATIONS MANAGER *
EMPLOYMENT & TRAINING SUPERVISOR *
EMPLOYMENT & TRAINING WORKER I
EMPLOYMENT & TRAINING WORKER II
EMPLOYMENT & TRAINING WORKER III
HEALTH EDUCATION SPECIALIST I
HEALTH EDUCATION SPECIALIST II
HEALTH EDUCATION SPECIALIST SUPERVISOR *
HEALTH PROGRAM COORDINATOR I
HEALTH PROGRAM COORDINATOR II
HEALTH PROGRAM COORDINATOR III (LEADWORKER)
HEALTH SERVICES PROGRAM MANAGER I
HOUSING CASE MANAGER
INTEGRATED CASE WORKER II

INTEGRATED CASE WORKER III
OFFICE ASSISTANT I
OFFICE ASSISTANT II
OFFICE ASSISTANT III
HUMAN SERVICES PROGRAM MANAGER I *
HUMAN SERVICES PROGRAM MANAGER II *
PUBLIC HEALTH ANALYST I
PUBLIC HEALTH ANALYST II
PUBLIC HEALTH NURSE I
PUBLIC HEALTH NURSE II
PUBLIC HEALTH NURSE III
PUBLIC HEALTH NURSING SUPERVISOR *
SOCIAL SERVICES AIDE
SOCIAL WORKER I
SOCIAL WORKER II
SOCIAL WORKER III
SOCIAL WORKER IV (MASTERS)
SOCIAL WORKER SUPERVISOR I (NON-MASTERS) *
SOCIAL WORKER SUPERVISOR II (MASTERS) *
STAFF SERVICES ANALYST I
STAFF SERVICES ANALYST II
STAFF SERVICES ANALYST III
STAFF SERVICES MANAGER *
SUPERVISING STAFF SERVICES ANALYST *
VETERANS SERVICES OFFICER *

**SPREADSHEET A**  
Salaries – HHS Unit

<b>POSITION</b>	<b>(NEW) RANGE</b>	<b>Proposed starting salary eff. 1/1/24 - 12/31/25</b>
ACCOUNT CLERK I - MSS	H116	\$18.92
ACCOUNT CLERK II - MSS	H126	\$20.90
ACCOUNT CLERK III - MSS	H138	\$23.55
ACCOUNTANT I - MSS	H164	\$30.50
ACCOUNTANT II - MSS	H169	\$32.06
SUPERVISING ACCOUNTANT - MSS	H194	\$41.11
ACCOUNTING TECHNICIAN - MSS	H151	\$26.80
BRANCH DIRECTOR - MSS	H228	\$57.66
CHIEF FISCAL OFFICER - MSS	H218	\$52.20
COMMUNITY HEALTH NURSE I	H177	\$34.71
COMMUNITY HEALTH NURSE II	H187	\$38.34
COMMUNITY HEALTH NURSE III	H192	\$40.30
COMMUNITY HEALTH WORKER I	H116	\$18.92
COMMUNITY HEALTH WORKER II	H126	\$20.90
CUSTODIAN/OFFICE MAINTENANCE WORKER - MSS	H129	\$21.53
DEPUTY DIRECTOR OF HEALTH & HUMAN SERVICES	H241	\$65.62
ELIGIBILITY SPECIALIST I - MSS	H129	\$21.53
ELIGIBILITY SPECIALIST II - MSS	H139	\$23.78
ELIGIBILITY SPECIALIST III - MSS	H149	\$26.27
ELIGIBILITY SPECIALIST SUPERVISOR - MSS	H193	\$40.70
ELIGIBILITY SPECIALIST TRAINEE - MSS	H119	\$19.49
EMERGENCY OPERATIONS MANAGER	H208	\$47.25
EMPLOYMENT & TRAINING SUPERVISOR – MSS	H193	\$40.70
EMPLOYMENT & TRAINING WORKER I – MSS	H134	\$22.63
EMPLOYMENT & TRAINING WORKER II – MSS	H144	\$25.00
EMPLOYMENT & TRAINING WORKER III – MSS	H154	\$27.61
HEALTH EDUCATION SPECIALIST I	H136	\$23.08
HEALTH EDUCATION SPECIALIST II	H141	\$24.26
HEALTH EDUCATION SPECIALIST SUPERVISOR	H193	\$40.70
HEALTH PROGRAM COORDINATOR I	H146	\$25.50
HEALTH PROGRAM COORDINATOR II	H151	\$26.80
HEALTH PROGRAM COORDINATOR III (LEADWORKER)	H159	\$29.02
HEALTH SERVICES PROGRAM MANAGER I	H213	\$49.67
HUMAN SERVICES PROGRAM MANAGER I – MSS	H213	\$49.67
HUMAN SERVICES PROGRAM MANAGER II – MSS	H223	\$54.86

HOUSING CASE MANAGER	H139	\$23.78
INTEGRATED CASE WORKER II – MSS	H149	\$26.27
INTEGRATED CASE WORKER III – MSS	H159	\$29.02
OFFICE ASSISTANT I – MSS	H116	\$18.92
OFFICE ASSISTANT II – MSS	H126	\$20.90
OFFICE ASSISTANT III – MSS	H131	\$21.96
PUBLIC HEALTH ANALYST I	H154	\$27.61
PUBLIC HEALTH ANALYST II	H159	\$29.02
PUBLIC HEALTH NURSE I	H177	\$34.71
PUBLIC HEALTH NURSE II	H187	\$38.34
PUBLIC HEALTH NURSE III	H192	\$40.30
PUBLIC HEALTH NURSING SUPERVISOR	H208	\$47.25
SECRETARY I – MSS	H136	\$23.08
SECRETARY II – MSS	H139	\$23.78
SOCIAL SERVICES AIDE – MSS	H134	\$22.63
SOCIAL WORKER I – MSS	H149	\$26.27
SOCIAL WORKER II – MSS	H159	\$29.02
SOCIAL WORKER III – MSS	H169	\$32.06
SOCIAL WORKER IV (MASTERS) - MSS	H179	\$35.41
SOCIAL WORKER SUPERVISOR I (NON-MASTERS) - MSS	H194	\$41.11
SOCIAL WORKER SUPERVISOR II (MASTERS) - MSS	H204	\$45.41
STAFF SERVICES ANALYST I – MSS	H154	\$27.61
STAFF SERVICES ANALYST II – MSS	H159	\$29.02
STAFF SERVICES ANALYST III – MSS	H164	\$30.50
STAFF SERVICES MANAGER – MSS	H208	\$47.25
SUPERVISING STAFF SERVICES ANALYST - MSS	H189	\$39.11
VETERANS SERVICES OFFICER	H208	\$47.25