

CONTRACT NUMBER 20-012	HR
COUNTY ORIGINAL	

**MASTER MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND THE TRINITY COUNTY
MANAGEMENT AND CONFIDENTIAL
UNIT**

**July 1, 2019 through
June 30, 2025**

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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, Local 792, Trinity County Management and Confidential Unit (UNION), concerning wages, hours and other terms and conditions of employment, and shall be effective from **July 1, 2019 to June 30, 2025**.

PREAMBLE

WHEREAS, the COUNTY and the 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 the UNION entered into a memorandum of understanding for the period of July 1, 1995 through December 31, 1997, which sets forth the rights of the UNION and the COUNTY with regards to the terms of employment of members of the UNION and other matters; and

WHEREAS, the agreement for the period of July 1, 1995 through December 31, 1997 was amended periodically; and

WHEREAS, on or about August 4, 1998, the COUNTY and the UNION entered into an agreement for the period of January 1, 1998 through December 31, 2000, which was intended to keep in effect the 1995-1997 agreement as amended, except to the extent that the 1998 agreement modified the prior agreement; and

WHEREAS, on or about February 7, 2000 the COUNTY and the UNION entered into a first amendment to the 1998 agreement whereby the 2% raise that would have been effective January 1, 2000 was reduced to a raise of 1.62%, and the COUNTY agreed to contribute an amount of \$78.40 per month for each full-time employee to the Laborers International Union of North America (LIUNA) Pension Plan; and

WHEREAS, on or about January 16, 2001, the COUNTY and the UNION entered into an agreement for the period of January 1, 2001 through December 1, 2002; and

WHEREAS, the COUNTY and the UNION entered into a memorandum of understanding for the period of October 1, 2002 through December 31, 2008, which sets forth the rights of the UNION and the COUNTY with regards to the terms of employment of employees of the Bargaining Unit and other matters; and

WHEREAS, the parties entered into Amendment No. 1 on June 16, 2009 which resulted in specific changes to wages, hours and benefits; and

WHEREAS, the parties entered into a side letter agreement extending the terms and conditions of the Master Agreement and the amendments thereto through December 31, 2012; and

WHEREAS, the COUNTY and the UNION entered into a memorandum of understanding, which sets forth the rights of the UNION and the COUNTY with regards to the terms of employment of employees of the Bargaining Unit and other matters, with a term ending on January 31, 2014; and

WHEREAS, the COUNTY and the UNION entered into a memorandum of understanding, which sets forth the rights of the UNION and the COUNTY with regards to the terms of employment of employees of the Bargaining Unit and other matters, with a term ending on June 30, 2016; and

WHEREAS, the County and the UNION entered into a memorandum of understanding, which sets forth the rights of the UNION and the COUNT with regards to the terms of employment of employees of the Bargaining Unit and other matters, with a term ending on June 30, 2018; and

WHEREAS, the COUNTY and the UNION last entered into an agreement with a term ending on June 30, 2019; and

WHEREAS, the parties desire to set forth in this document all terms and conditions of employment for the term of the agreement:

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

- Employer: The term "employer" as used herein shall refer to the County of Trinity.
- Bargaining Unit: The term "Bargaining Unit" as used herein shall refer to the Trinity County Management and Confidential Unit.
- Parties: The term "Parties" as used herein shall refer to the County of Trinity and the UNION jointly.
- 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 unit represented by the UNION. The term "employee" does not include "extra help" employees as that term is defined by County Code.
- New Hire: The term "new hire" as used herein shall mean 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.
- Union: The term "Union" as used herein shall refer to United Public Employees of California, Local 792.
- 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.

Date of Ratification: The Date of Ratification of the Agreement shall be the later date after which a representative of the UNION and COUNTY first affix a signature to the document. (i.e. if UNION member signs on August 2 and COUNTY member signs on August 3, the date of ratification of the agreement shall be August 3.)

In addition to the above, the Trinity County Personnel Ordinance, Article II, Definitions, Section 2.60.100 shall apply when those terms are used in this Agreement.

ARTICLE II
RECOGNITION

The COUNTY recognizes the UNION as the “Recognized Employee Organization” as defined in California Government Code Section 3501(b) for the Bargaining Unit consisting of the regular part-time, full-time, and full-time/part-time classifications as listed below:

- ACCOUNTANT III
- ADMINISTRATIVE SERVICES OFFICER
- ASSISTANT AUDITOR CONTROLLER ACCOUNTANT
- ASSISTANT TREASURER TAX COLLECTOR
- BEHAVIORAL HEALTH ASSISTANT DIRECTOR
- BEHAVIORAL HEALTH DEPUTY DIRECTOR CLINICAL SERVICES
- BEHAVIORAL HEALTH TRIAGE MANAGER
- BEHAVIORAL HEALTH SERVICES COMPLIANCE OFFICER
- BEHAVIORAL HEALTH SERVICES SUBSTANCE USE DISORDERS PROGRAM MANAGER
- BUILDING INSPECTOR III
- BUSINESS MANAGER
- CHIEF APPRAISER
- COUNTY LIBRARIAN
- DEPUTY COUNTY CLERK RECORDER ASSESSOR
- DEPUTY DIRECTOR, BEHAVIORAL HEALTH BUSINESS SERVICES HEALTH & HUMAN SERVICES
- DEPUTY DIRECTOR PLANNING
- DEPUTY DIRECTOR SOLID WASTE
- DEPUTY DISTRICT ATTORNEY I
- DEPUTY DISTRICT ATTORNEY II
- DEPUTY DISTRICT ATTORNEY III
- DEPUTY DISTRICT ATTORNEY IV
- ELIGIBILITY SUPERVISOR

EMERGENCY OPERATIONS MANAGER
EMPLOYMENT AND TRAINING SUPERVISOR
ENGINEER, SENIOR
ENVIRONMENTAL HEALTH DIRECTOR
FACILITIES OPERATIONS SUPERINTENDENT
FOOD SERVICES MANAGER CORRECTIONS
HEALTH EDUCATION SPECIALIST SUPERVISOR
LEGAL SECRETARY III
LEGAL SECRETARY, SENIOR
MENTAL HEALTH SERVICES ACT COORDINATOR I
MENTAL HEALTH SERVICES ACT COORDINATOR II
MENTAL HEALTH SERVICES ACT COORDINATOR III
PRINCIPAL PLANNER
PROGRAM MANAGER I
PROGRAM MANAGER II
PUBLIC HEALTH NURSING DIRECTOR
PUBLIC HEALTH NURSING SUPERVISOR
QUALITY ASSURANCE COORDINATOR I
QUALITY ASSURANCE COORDINATOR II
ROAD SUPERINTENDENT
SENIOR FINANCIAL OFFICER
SENIOR PLANNER
SOCIAL WORKER SUPERVISOR I
SOCIAL WORKER SUPERVISOR II
SOLID WASTE ANALYST
SOLID WASTE TECHNICIAN II
SOLID WASTE TECHNICIAN III
STAFF SERVICES MANAGER
SUPERVISING ACCOUNTING TECHNICIAN

The above classifications are subject to change pursuant to approval by the Bargaining Unit and Board of Supervisors

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, 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. 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.

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 VIII of Chapter 2.60 of the Trinity County Code are incorporated herein by reference.

Section 2 - Salary

A. Salary increases:

1. Commencing July 1, 2019, and on July 1 of each year of the agreement COUNTY shall increase employees' salaries as indicated on the attached spreadsheet A.

B. The provisions for salary set forth in this section shall remain in effect until June 30, 2025. The salary in effect on June 30, 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. County may increase salaries above the levels in the agreement after notice and discussion with the Union for recruitment, retention, or other operational reasons.

C. COUNTY and UNION agree to meet and confer regarding implementation of the additional 15% of the classification and compensation study for those classifications who received 65% implementation on Spreadsheet A. This provision will only be triggered when additional general fund monies become available to the COUNTY through ballot measures, special taxes, or other means.

D. On January 1st of any year, salary increases can be applied entirely or in part to increase the Union Industrial Pension contribution, based on a majority vote of the unit members provided that the vote is completed prior to January 1st, in order to meet 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.

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

Section 3 – C.O.L.A.

All employee classifications shall receive a 1.5% Cost of Living Adjustment (C.O.L.A.) on July 1, 2021, a 1.5% C.O.L.A. on July 1, 2022, and a 1.5% C.O.L.A. on July 1, 2023.

No other 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, Dental, Vision and Life Insurance

A. Employee Medical Insurance

Commencing with the January 2020 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium. Said premium to commence on the 1st 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 Choice upon change in policies. The bundled premium is the total premium of employee only PERS Choice 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 retirees and any employee hired prior to the date of ratification of this Agreement shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium or other equivalent plan adopted prior to retirement. Employees hired after the date of ratification of this Agreement 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 Choice medical premium, but in no event shall the total County contribution be greater than \$850.00 per spouse.

After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss the potential of offering a 401(a) plan to the employees hired after the date of ratification of the Agreement. This reopener does not apply to any other provision of this Agreement.

B. Retiree Medical Insurance

All retirees, retired or hired prior to the date of ratification, 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 Choice premium. Employees hired after the date of ratification, 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 on or prior to ratification of the MOU 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 Choice employee only rate, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

For covered employees hired after ratification of the MOU 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. The provisions in subsection (B) shall only take effect if ALL Trinity County Bargaining Units agree to these provisions being implemented. In addition, COUNTY shall provide notice of the proposed changes to CalPERS by November 1st in the year preceding the proposed change.

D. Employee Life Insurance, Vision and Dental Coverage

COUNTY shall pay the entire premium for employees' life insurance with \$42,000 coverage. VSP vision insurance coverage and dental insurance coverage with Delta Dental shall

commence on the 1st 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.

E. Opt-Out Provision (Cash-in-Lieu)

Commencing July 1, 2019 and continuing through June 30, 2025, any Bargaining Unit Employee hired prior to the date of ratification of this MOU, 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 amount described herein, as a 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). If the member elects to receive benefits under this section as a cash payment, such payment will be reduced by payroll costs and deductions (Medicare and FICA). If the member elects to receive a benefit under this section as a contribution to the member's qualified deferred compensation account or flexible benefit plan, the entire \$700.00 may be applied toward the benefit.

Commencing July 1, 2025, any employee hired prior to the date of ratification, 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 after the Date of Ratification of this MOU, 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 ratification of this Agreement shall be entitled to PERS Choice 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.

Section 7 — Standby/On-Call Pay

The following designated classes shall be eligible for on-call compensation: Social Worker Supervisor I, II, Behavioral Health Services Triage Manager, and Behavioral Health Services Deputy Director – Clinical Services. Standby-On-Call pay

for said designated classes shall be Two Dollars and Fifty Cents (\$2.50) per hour on an hour for hour basis.

Section 8 — 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 employees who are "classic members" of PERS using PERS formula 2.5 @ 55. All employees who are "new members" to PERS on or after January 1, 2013 shall be provided with the 2% at 62 PERS formula and are subject to all provisions of the Public Employee Pension Reform Act (PEPRA) affecting those "new members".

B. 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.

C. 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.

D. The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$1.40 per hour for each full-time 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	\$224.00(for 160 hours per month)
½ time	\$112.00 (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 \$1.40 per hour contribution for FY 19-20, and \$1.54 per hour for FY 20-21 and beyond respectively. 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.

COUNTY contributions described in this section are inclusive of the COUNTY'S share of 5% under the cost of the LIUNA rehabilitation plan as referenced in subsection H, (below).

E. 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 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

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.

F. 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 UNION before pretax contributions shall be made.

G. COUNTY shall continue to implement Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit.

H. COUNTY and Bargaining Unit Employees shall each pay one-half of the cost of the LIUNA rehabilitation plan, preferred, at ten percent (10%) per year. To illustrate, COUNTY shall pay one half (five percent) and Employees shall pay one half (five percent) of increases that occur during the term of rehabilitation.

I. The COUNTY shall match employee contributions to a COUNTY-approved deferred compensation plan, up to a maximum of 3%.

J. 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.

K. Parties agree to construct a "side letter" amendment to this Agreement if needed to comply with Pension Plan requirements.

L. After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss removal of the indemnification clauses under this section only.

Section 9 - 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 Section 29862.8 of the CalPERS Credit for Unused sick Leave.

Section 10 - 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 two hundred fifty dollars (\$250.00) per employee per 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.

Section 11 - 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 12 – License and Certification Costs

The COUNTY shall be responsible for paying the following classification license and/or certification costs:

- Building Inspector III – ICBO Certification for Residential Combination Inspector
- Chief Building Official – ICBO Certifications for Certified Building Official
- Deputy District Attorney I/II/III/IV – State Bar of California Dues
- Senior Engineer – Biannual Registration
- Road Superintendent – Class B License and Endorsements
- Solid Waste Technician II/III – Commercial Driver License, Endorsements, SWANA public sector membership and Weighmaster License.
- Deputy Director of Solid Waste – SWANA public sector membership
- Administrative Service Officer – Solid Waste Only – SWANA public sector membership as authorized by the department head.

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 herein by reference.

Section 2 — Professional Leave

On each January 1st, a total of five days (40 hours) professional leave shall be credited to each 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, 2015.
- April 1, 2016 (after 12 months of service) – receive 30 hours for 2016 (9 months out of 12, or $9/12 = .75$; $40 \text{ hours} \times .75 = 30$).
- January 1, 2017 - receive 40 hours for 2017.

Section 3 - Holiday Pay

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.

ARTICLE VI

HOURS OF WORK AND OVERTIME

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

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 incorporated herein 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 October 1, 2017.

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 2.60.620 of Chapter 2.60 as amended by Ordinance number 1266, of the Trinity County Code are incorporated herein 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 —Classification Study

If on the date of ratification of this MOU, the classification changes have not been approved by the UNION and COUNTY, the COUNTY and UNION agree to meet and confer to discuss classification changes as recommended by Koff and Associates and further agree that these classification changes should not delay implementation of the other terms of this MOU as have been agreed to herein.

Section 2 - 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 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 be modified as follows

1. Meal & Incidental Reimbursement

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

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.

	Continental Breakfast/ Breakfast		
Total		Lunch	Dinner

\$50.00	\$12.00	\$15.00	\$23.00
\$65.00	\$15.00	\$20.00	\$30.00

All other provisions of Section 2.60 not in conflict with the language of this MOU shall remain unchanged.

Section 4 - Savings Clause

If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent 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 5 - 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 Employee of the Bargaining Unit 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 COUNTY, nor to curtail any operation of the COUNTY during the period in which the Parties are meeting and conferring on a successive 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, by any Employee of the Bargaining Unit, the COUNTY 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 6 — 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 Employee of the Bargaining Unit, 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 COUNTY. 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 7 - 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-Milas-Brown Act.

Section 8 - Compliance with Memorandum

In the event of any violation of the terms of this memorandum, responsible and authorized representatives of the UNION or the COUNTY, 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 unauthorized 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 9 — 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.

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Section 10 – Signature Clause

UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 – TRINITY COUNTY MANAGEMENT & CONFIDENTIAL UNIT

COUNTY OF TRINITY

Michael Cottone 2/21/20
Date
Union Member Negotiator

Sophia R. Meyer 2/26/2020
Date
Deputy County Counsel
County Negotiator

Andrew Pence 2/27/20
Date
Union Member Negotiator

Shelly Nelson 2/18/20
Date
Director of H.R.
County Negotiator

Ron Copeland 2/27/20
Date
Union Negotiator

Approved as to form and legal effect.

Margaret E. Long
County Counsel

ADOPTED:

Bobbi Chadwick 2/4/2020
Date
BOBBI CHADWICK, CHAIRMAN of the Board of Supervisors, County of Trinity, State of California

ATTEST:

Tina Duong 2/4/2020
Date
TINA DUONG, Deputy, Clerk of the Board of Supervisors of the County of Trinity

Management & Confidential Unit Spreadsheet A

Title		Salary Schedule	Current		7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024	C&C Implementation		
			A Step	Hourly Rate	% Increase	% Increase	% Increase	% Increase	% Increase	% Increase	C&C +/-	80%	65%
Accountant	III	M213	\$ 4,170.79	24.06	8.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-27.0%	-21.60%	-17.55%
Administrative Service Officer		M193	\$ 3,418.13	19.71	28.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-14.8%	-11.84%	-9.62%
Asst. Auditor Controller Accountant		M240	\$ 5,456.20	31.49	4.0%	4.0%	5.0%	5.0%	5.0%	5.0%	-42.9%	-34.32%	-27.89%
Asst. Treasurer/Tax Collector		M225	\$ 4,699.77	27.11	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	-46.6%	-37.28%	-30.29%
Behavioral Health Asst. Director		M224	\$ 4,653.22	26.84	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Behavioral Health Compliance Officer		M221	\$ 4,516.38	26.05	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Behavioral Health Deputy Director Clinical Services		M244	\$ 5,677.84	32.75	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Behavioral Health Deputy Director Quality Assurance		M244	\$ 5,677.84	32.75	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Behavioral Health Substance Use Disorders Program Manager		M223	\$ 4,607.15	26.57	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Behavioral Health Triage Manager		M223	\$ 4,607.15	26.57	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Building Inspector	III	M218	\$ 4,383.54	25.28	3.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-12.0%	-9.60%	-7.80%
Business Manager		M230	\$ 4,939.53	28.49	2.0%	2.0%	2.0%	0.0%	0.0%	0.0%	-0.5%	-0.40%	-0.33%
Chief Appraiser		M225	\$ 4,699.77	27.11	0.0%	4.0%	3.0%	0.0%	0.0%	0.0%	n/a		
County Librarian		M247	\$ 5,849.89	33.74	2.0%	0.0%	0.0%	0.0%	0.0%	0.0%	-2.3%	-1.84%	-1.50%
Deputy County Clerk Recorder Assessor		M240	\$ 5,456.20	31.49	3.0%	3.0%	3.0%	3.0%	4.0%	4.0%	-31.5%	-25.20%	-20.48%
Deputy Director of Business Services		M244	\$ 5,677.84	32.75	5.0%	5.0%	4.0%	2.0%	2.0%	2.0%	-24.5%	-19.60%	-15.93%
Deputy Director of HHS		M252	\$ 6,148.30	35.47	3.0%	3.0%	3.0%	3.0%	3.0%	2.0%	-21.4%	-17.12%	-13.91%
Deputy Director of Planning		M252	\$ 6,148.30	35.47	3.0%	2.0%	2.0%	2.0%	1.0%	1.0%	-13.3%	-10.64%	-8.65%
Deputy Director of Solid Waste		M225	\$ 4,699.77	27.11	3.0%	4.0%	4.0%	0.0%	0.0%	0.0%	-12.9%	-10.32%	-8.39%
Deputy DA	I	M225	\$ 4,699.77	27.11	3.0%	4.0%	4.0%	1.0%	0.0%	0.0%	-18.8%	-15.04%	-12.22%
Deputy DA	II	M235	\$ 5,191.49	29.95	3.0%	4.0%	4.0%	1.0%	0.0%	0.0%	-18.8%	-15.04%	-12.22%
Deputy DA	III	M249	\$ 5,967.49	34.42	3.0%	4.0%	4.0%	1.0%	1.0%	0.0%	-18.8%	-15.04%	-12.22%
Deputy DA	IV	M259	\$ 6,591.81	38.02	3.0%	4.0%	4.0%	1.0%	1.0%	0.0%	-18.8%	-15.04%	-12.22%
Eligibility Supervisor		M215	\$ 4,254.62	24.54	6.0%	8.0%	7.0%	0.0%	0.0%	0.0%	7.6%	6.08%	4.94%
Emergency Operations Manager		M231	\$ 4,988.91	28.78	4.0%	4.0%	4.0%	3.0%	2.0%	2.0%	-23.8%	-19.04%	-15.47%
Employment and Training Supervisor		M218	\$ 4,383.54	25.28	3.0%	8.0%	7.0%	0.0%	0.0%	0.0%	1.7%	1.36%	1.11%
Engineer	Senior	M251	\$ 6,087.42	35.11	2.0%	2.0%	2.0%	2.0%	1.0%	0.0%	-11.9%	-9.52%	-7.74%
Environmental Health Director		M221	\$ 4,516.38	26.05	6.0%	6.0%	5.0%	6.0%	6.0%	6.0%	-53.8%	-43.04%	-34.97%
Facilities Operations Superintendent		M205	\$ 3,851.66	22.22	16.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-36.8%	-29.44%	-23.92%
Financial Officer - Senior		M244	\$ 5,677.84	32.75	2.0%	2.0%	3.0%	3.0%	3.0%	3.0%	-24.5%	-19.60%	-15.93%
Food Services Manager - Corrections		M213	\$ 4,170.79	24.06	8.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-4.3%	-3.44%	-2.80%
Health Education Specialist Supervisor		M215	\$ 4,254.62	24.54	6.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-14.3%	-11.44%	-9.30%
Legal Secretary	III	M184	\$ 3,125.32	18.03	37.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-15.1%	-12.08%	-9.82%
Legal Secretary	Senior	M193	\$ 3,418.13	19.71	28.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-15.1%	-12.08%	-9.82%
Mental Health Services Act Coordinator	I	M203	\$ 3,775.76	21.78	18.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-24.5%	-19.60%	-15.93%
Mental Health Services Act Coordinator	II	M213	\$ 4,170.79	24.06	18.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-24.5%	-19.60%	-15.93%
Mental Health Services Act Coordinator	III	M223	\$ 4,607.15	26.57	18.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-24.5%	-19.60%	-15.93%
Program Manager (non masters)	I	M230	\$ 4,939.53	28.49	3.0%	2.0%	2.0%	2.0%	1.0%	1.0%	-14.3%	-11.44%	-9.30%
Program Manager (masters)	II	M240	\$ 5,456.20	31.49	3.0%	2.0%	2.0%	2.0%	2.0%	1.0%	-15.0%	-12.00%	-9.75%
Public Health Nursing Director		M250	\$ 6,027.15	34.77	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	-18.8%	-15.04%	-12.22%
Public Health Nursing Supervisor		M230	\$ 4,939.53	28.49	3.0%	3.0%	3.0%	2.0%	2.0%	1.0%	-21.0%	-16.80%	-13.65%
Quality Assurance Coordinator	I	??			4.0%	4.0%	4.0%	3.0%	2.0%	2.0%	-23.9%	-19.12%	-15.54%
Quality Assurance Coordinator	II	??			4.0%	4.0%	4.0%	3.0%	2.0%	2.0%	-23.9%	-19.12%	-15.54%
Road Superintendent		M230	\$ 4,939.53	28.49	3.0%	2.0%	2.0%	2.0%	1.0%	1.0%	13.3%	10.64%	8.65%
Senior Planner		M218	\$ 4,383.54	25.28	3.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-13.3%	-10.64%	-8.65%

Title		Salary		Hourly Rate	7/1/2019 % Increase	7/1/2020 % Increase	7/1/2021 % Increase	7/1/2022 % Increase	7/1/2023 % Increase	7/1/2024 % Increase	C&C +/-	80%	65%
		Schedule	A Step										
Social Worker Supervisor (non-masters)	I	M215	\$ 4,254.62	24.54	6.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-14.0%	-11.20%	-9.10%
Social Worker Supervisor (masters)	II	M220	\$ 4,471.64	25.79	6.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-19.9%	-15.92%	-12.94%
Solid Waste Analyst		M203	\$ 3,775.76	21.78	18.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-30.8%	-24.64%	-20.02%
Solid Waste Technician	II	M179	\$ 2,973.63	17.15	42.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-50.0%	-40.00%	-32.50%
Solid Waste Technician	III	M189	\$ 3,284.77	18.95	42.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-50.0%	-40.00%	-32.50%
Staff Services Manager		M225	\$ 4,699.77	27.11	5.0%	5.0%	6.0%	3.0%	3.0%	3.0%	-30.8%	-24.64%	-20.02%
Supervising Accounting Technician		M209	\$ 4,008.05	23.12	12.0%	8.0%	7.0%	0.0%	0.0%	0.0%	-14.8%	-11.84%	-9.62%