



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
(530) 225-5557
(800) 479-8009

Supervisor Kevin W. Crye, District 1
Supervisor Tim Garman, District 2
Supervisor Mary Rickert, District 3
Supervisor Patrick Jones, District 4
Supervisor Chris Kelstrom, District 5

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, February 21, 2023, 5:30 PM

The Board of Supervisors welcomes you to its meetings which are regularly scheduled for Tuesday at 9:00 a.m. in the Board of Supervisors Chambers on the second floor of the Shasta County Administration Center, 1450 Court Street, Suite 263, Redding, California. Your interest is encouraged and appreciated. If the meeting has not concluded by 12:00 p.m., the Board may recess for 30 minutes and reconvene at 12:30 p.m.

The agenda is divided into two sections: **CONSENT CALENDAR**: These matters include routine financial and administrative actions and are usually approved by a single majority vote. **REGULAR CALENDAR**: These items include significant financial, policy, and administrative actions and are classified by program areas. The regular calendar also includes "Scheduled Hearings," which are noticed and public hearings, and any items not on the consent calendar.

TO ADDRESS THE BOARD: The Board of Supervisors provides the members of the public with a Public Comment-Open Time period, where the public may directly address the Board on any agenda item on the regular calendar and on the consent calendar and may also address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. In addition, members of the public may also comment on any item on the consent calendar before the Board's consideration of the item and may also comment on any item on the regular calendar before or during the Board's consideration of the item. Members of the public may also address matters scheduled for public hearings at the time such public hearings are opened for comment.

Pursuant to the Brown Act (Govt. Code section 54950, et seq.), **Board action or discussion cannot be taken on non-agenda matters**, but the Board may briefly respond to statements or questions and, if deemed necessary, refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.

Persons wishing to address the Board in the Board Room are requested to fill out a Speaker Request Form and provide it to the Clerk before the meeting begins. Speaker Request Forms are available at the following locations: (1) online at https://www.shastacounty.gov/sites/default/files/fileattachments/board_of_supervisors/page/2924/speaker-request-form.pdf (2) from the Clerk of the Board on the third floor of 1450 Court Street, Suite 308B, Redding; and (3) in the back of the Board of Supervisors Chambers. If you have documents to present for the members of the Board of Supervisors to review, please provide a minimum of ten copies. When addressing the Board in the Board Room, please approach the rostrum, and after receiving recognition from the Chair, give your comments.

Each speaker is allocated three minutes to speak. Comments should be limited to matters within the subject matter jurisdiction of the Board.

Reasonable accommodations will be made for individuals with disabilities, with any doubt being resolved in favor of accessibility. If you would like to request an accommodation for accessibility, please contact the Clerk of the Board at (530) 225-5550. To better enable us to assist you, please contact us with your request at least 24 hours prior to the meeting.

The Board wishes to ensure that business is conducted in an orderly fashion and that all have an equal opportunity to observe and participate in the proceedings. Each person who addresses the Board of Supervisors shall not use loud, threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting. Any such language or any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

CALL TO ORDER

Invocation: Pastor Janet Chapman, First Christian Church of Redding

Pledge of Allegiance: Supervisor Garman

REGULAR CALENDAR

Members of the public may comment on any item on the Regular Calendar before or during the Board's consideration of the item. Members of the public may also address matters scheduled for public hearings at the time such public hearings are opened for comment. Each speaker is allocated three minutes to speak.

PRESENTATIONS

R 1 Presentation

Present a Certificate of Recognition to Joe and Cathy Adamson recognizing their 29 years of service to the community (Sponsored by Supervisor Crye).

No General Fund Impact

Simple Majority Vote

R 2 Presentation

Receive a presentation from Dana Howard, Director of Communications, Outreach, Recruitment, and Enrollment regarding the California Conservation Corps program and accomplishments (Sponsored by Supervisor Rickert).

No General Fund Impact

No Vote

BOARD MATTERS

R 3 Resource Management

Receive a presentation and provide direction to staff regarding the preparation of the Palo Cedro Town Center Specific Plan and/or other planning efforts for Palo Cedro.

No General Fund Impact

Simple Majority Vote

R 4 Board Matters

Adopt a resolution in support of the Second Amendment to the United States Constitution (Sponsored by Supervisor Jones).

No General Fund Impact

Simple Majority Vote

PUBLIC COMMENT PERIOD - OPEN TIME

During the Public Comment Open Time period, the public may address the Board on any agenda item on the regular calendar and on the consent calendar and may address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. Each speaker is allocated three minutes to speak.

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They may be acted upon by the Board at one time without discussion. Any Board member or staff member may request that an item be removed from the Consent Calendar for discussion and consideration. Members of the public may comment on any item on the Consent Calendar before the Board's consideration of the Consent Calendar. Each speaker is allocated three minutes to speak.

GENERAL GOVERNMENT

C 1 Clerk of the Board

Approve the minutes of the meeting held on January 24, 2023, as submitted.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Reappoint Mark Wagner and Kristopher A. Corbell to the Buckeye Fire Protection District Board of Directors to serve four-year terms to December 4, 2026.

No Additional General Fund Impact

Simple Majority Vote

C 3 Support Services-Personnel

Take the following actions: (1) Adopt a resolution which approves a successor Memorandum of Understanding (MOU) with the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit covering the period of January 1, 2023, through December 31, 2025; and (2) adopt a Salary Resolution effective February 26, 2023, which amends the Salary Schedule for positions in County Service pursuant to the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit MOU.

General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 4 Public Works

Approve a contract with Harbert Roofing, Inc., for roofing repairs, removal, replacement, inspections, and modifications.

No Additional General Fund Impact

Simple Majority Vote

C 5 Public Works

Accept the donation of a speed feedback sign from the Millville Elementary

School District and find the donation and installation of the sign Categorically Exempt under CEQA Guidelines Section 15301, Class 1 – Existing Facilities.

No General Fund Impact

Simple Majority Vote

C 6 Public Works

Information Technology

Award to the lowest responsive and responsible bidder, Gifford Construction, Inc., on a lump sum basis, the contract for the “Shasta County Administration Center – Server Room Upgrades Project,” Contract No. 610597.

No General Fund Impact

Simple Majority Vote

C 7 Public Works

Resource Management

Adopt a resolution which recognizes that the circumstances and factors that led to the May 31, 2022, proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program (Program) for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation and find the Program categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines 14 CCR Section 15269-Emergency Projects.

General Fund Impact

4/5 Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 5 Administrative Office

Take the following actions: (1) Receive an update from the Deputy County Executive Officer on County issues and consider action on specific legislation related to Shasta County's legislative platform; and (2) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

R 6 Sheriff

Adopt a resolution which repeals Resolution No. 2019-109 and designates signing authority for the California Governor's Office of Emergency Services under the Federal Emergency Management Agency Public Assistance for Disasters and/or the California Disaster Assistance Act to the Shasta County Sheriff, Fire Chief, County Executive Officer, and Director of Public Works.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

The Board of Supervisors will recess to a Closed Session to discuss the following item (est. 30 minutes):

R 7 CONFERENCE WITH LABOR NEGOTIATORS
(Government Code section 54957.6):

Agency Negotiators:

Deputy County Executive Officer Erin Bertain
Personnel Director Shelley Forbes
Assistant Personnel Director Monica Fugitt
Chief Labor Negotiator Gage Dungy, Boutin Jones Inc.

Employee Organization:

Deputy Sheriffs Association - Correctional Officer-Deputy Sheriffs
Management Council Mid-Management
General Teamsters #137-Deputy Coroner Investigators Unit

At the conclusion of the Closed Session, reportable action, if any will be reported in Open Session.

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
02/28/2023	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
03/09/2023	2:00 p.m.	Planning Commission Meeting	Board Chambers
03/14/2023	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
03/14/2023	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
03/28/2023	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Clerk of the Board's Office.

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services, Shelley Forbes, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: adacoordinator@co.shasta.ca.us. Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 at least 24 hours before the meeting. This notice is available in accessible alternate formats from the affected department or

the ADA Coordinator. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format.

The Board of Supervisors meetings are viewable on Shasta County's website at <https://www.shastacounty.gov/board-supervisors/page/meetings-agendas>

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk of the Board of Supervisors, 1450 Court Street, Suite 308B, Redding, CA 96001-1673.

This document and other Board of Supervisors documents are available online at <https://www.shastacounty.gov/board-supervisors/page/meetings-agendas>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: BOARD MATTERS-3.

SUBJECT:

Receive a presentation and provide direction to staff regarding the preparation of the Palo Cedro Town Center Specific Plan and/or other planning efforts for Palo Cedro.

DEPARTMENT: Resource Management
Planning Division

Supervisory District No. : 3

DEPARTMENT CONTACT: Adam Fieseler, Assistant Director of Resource Management, (530) 225-5532

STAFF REPORT APPROVED BY: Paul A. Hellman, Director of Resource Management

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Receive a presentation from the Assistant Director of Resource Management and provide direction to staff regarding the preparation of the Palo Cedro Town Center Specific Plan and/or other planning efforts for Palo Cedro.

DISCUSSION

Since August 2022, staff has placed the preparation of the Palo Cedro Town Center Specific Plan (Plan) on hold until direction is provided by the Board in light of considerable community opposition to the use of state grant funding for this effort and the lack of an alternate funding source. On October 18, 2022, the Board directed staff to return at a later date to present information regarding the preparation of the Plan. During the November 8, 2022, Board meeting, Acting County Executive Officer Patrick Minturn announced that state grants will not be utilized for the preparation of the Plan and that the Department of Resource Management will seek input from the community and direction from the Board regarding what, if any, planning efforts should be undertaken for Palo Cedro during the Board's February 21, 2023, evening meeting.

ALTERNATIVES

The Board could choose not to receive the presentation, postpone the presentation to a later date, or decline to provide direction to staff.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has been consulted on the content of the presentation.

FISCAL IMPACT

No fiscal impact would result from receiving the presentation. Unless a funding source is identified and allocated, then due to the discontinuation of the use of state grant funding for the preparation of the Plan a fiscal impact would result if the Board chooses to direct staff to continue preparing the Plan or conduct other planning efforts which require the use of consultants. The fiscal impact associated with continuing to prepare the Plan will be addressed in the presentation.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023
CATEGORY: BOARD MATTERS-4.

SUBJECT:

Adopt a resolution in support of the Second Amendment to the United States Constitution (Sponsored by Supervisor Jones).

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Stefany Blankenship, Chief Deputy Clerk of the Board (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Acting County Executive Officer

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Adopt a resolution in support of the Second Amendment to the United States Constitution.

DISCUSSION

This resolution has been prepared in response to recent discussions at Board of Supervisors' meetings. It is being presented to the Board at the request of Chairman Jones. The resolution was initially drafted and submitted by the California Rifle and Pistol Association (CRPA) in collaboration with the Shasta County Gun Owners: A CRPA Chapter.

Staff proposes edits to ensure the resolution does not exceed the Board of Supervisors' legal authority, as noted on the attached red-line version of the resolution. In particular, the edits are designed primarily to comply with the following legal authorities:

1. The California Supreme Court has stated: A public official faithfully upholds the Constitution by complying with the mandates of the Legislature, leaving to courts the decision whether those mandates are invalid. A public official does not honor his or her oath to defend the Constitution by taking action in contravention of the restrictions of his or her office and justifying such action by reference to his or her personal constitutional views.” Lockyer v. City & County of San Francisco, 33 Cal. 4th 1055, 1100 (2004).
2. The California Constitution identifies the oath to support and defend the U.S. Constitution and California Constitution that public officers and employees are required to take before they enter upon the duties of their positions. The California Constitution states that “no other oath, declaration, or test, shall be required as a qualification for any public office or employment.” Cal. Const. Art. XX, section 3. The California Supreme Court has stated that local supplementary requirements related to the oath are prohibited. Bowen v. Los Angeles County, 39 Cal. 2d 714 (1952).

The attached document identifies the edits recommended by staff and the legal reasoning behind them.

County staff met with representatives of CRPA to discuss the proposed edits and provide opportunity for CRPA to submit alternative language or further changes. No such comments were received following this meeting.

ALTERNATIVES

The Board could choose not to adopt the resolution, or could direct staff to make changes.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the staff report and approved the revised draft resolution as to form, with staff edits as depicted in the attached document. Due to legal concerns with the language in the initial resolution, County Counsel has not approved as to form the initial resolution with the language proposed by the CRPA.

FISCAL IMPACT

There is no fiscal impact associated with adoption of the resolution with staff's edits.

ATTACHMENTS:

Description	Upload Date	Description
Draft Redline Reso	2/15/2023	Draft Redline Reso

RESOLUTION 2023-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF SHASTA COUNTY
IN PRESERVATION OF THE SECOND AMENDMENT
OF THE UNITED STATES CONSTITUTION**

~~(Date)~~

WHEREAS ~~(1)~~, our Declaration of Independence is one of the fundamental documents in the founding of the United States, and it recognizes ~~the Natural Law inherent in our land and that our Rights come from the Creator God; and that among these Rights is the right of self defense that "all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness";~~ and

Commented [RC1]:

Staff recommends this language in the original resolution be removed because it does not accurately reflect the language in the Declaration of Independence. There is no reference in the Declaration of Independence to a "right of self-defense." Instead, Staff recommends the actual language of the Declaration of Independence be quoted.

WHEREAS ~~(2)~~, the Second Amendment of the Constitution of the United States declares: "A well regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed,"; and

WHEREAS ~~(3)~~, Article VI, of the Constitution of the United States declares, "The Senators and Representatives before mentioned, and the members of the several ~~s~~State ~~H~~Legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States."; ~~and "..."; and the US Supreme Court case McDonald v. Chicago (561 US 742, 2010) affirmed;~~

Commented [RC2]: Staff recommends this language be inserted. This clause in the original resolution quotes a portion of Article VI of the U.S. Constitution, but leaves out a significant part of that Article, that there shall be no religious test as a qualification for public office.

WHEREAS ~~(4)~~, Article I, Section I of the California Constitution declares, "All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy."; and

Commented [RC3]: Staff recommends this reference to the U.S. Supreme Court case of McDonald v. Chicago be removed. The United States Supreme Court does not address Article VI of the U.S. Constitution in this decision.

WHEREAS ~~(5)~~, Article I, Section VII, of the California Constitution declares, "~~a~~A person may not be deprived of life, liberty, or property without due process of law or denied equal protection of the laws..."; and

WHEREAS ~~(6)~~, Article II, Section I of the California Constitution declares, "All political power is inherent in the people..."; and

WHEREAS ~~(7)~~, Shasta County elected officials and employees have taken an Oath to uphold and defend the U.S. Constitution and the California Constitution; and

WHEREAS, the California Supreme Court, in *Lockyer v. City & County of San Francisco*, 33 Cal. 4th 1055, 1100 (2004), stated a "public official faithfully upholds the Constitution by complying with the mandates of the Legislature, leaving to courts the decision whether those mandates are invalid"; and

Commented [RC4]: After receiving comments from the CRPA, staff informed the CRPA it would recommend inserting this language to clarify the nature of the oath to uphold and defend the U.S. Constitution and the California Constitution, as stated by the California Supreme Court.

WHEREAS ~~(8)~~, In the recent *New York State Rifle and Pistol Association v. Bruen* case the Supreme Court of the United States upheld the authority of the Second Amendment and the right of the people to keep and bear arms and reaffirming the previous *Heller* decision that the Second Amendment is a fundamental and individual right ~~;~~ and

WHEREAS ~~(9)~~, the Shasta County Board of Supervisors (SCBOS) and all county officers, officials, and employees reserve the right to not enforce any past, present, and future state or federal laws, regulations, orders, treaties, or rules that violate the Second Amendment ~~as originally written and intended~~ as determined by precedential decisions made by courts of competent jurisdiction.

NOW, THEREFORE, BE IT RESOLVED ~~(1)~~, the SCBOS recognizes the right to keep and bear arms is necessary for the security of Shasta County and its citizens ~~;~~

BE IT FURTHER RESOLVED ~~(2)~~, the SCBOS shall, with minimal delay, draft or amend county policies, procedures, and ordinances, or take other ~~s~~ actions necessary to enforce this Resolution ~~;~~

~~**BE IT FURTHER RESOLVED** (3), all county elected officials, appointed officials, and all other county employees or volunteers subject to the Oath, shall renew their Oath of Office annually, and by signature attest to doing so by Constitution Day, September 17th, and~~

~~**BE IT FURTHER RESOLVED** (4), effective immediately all county officials, elected and appointed, shall review this Resolution and by signature attest to doing so, and thereafter annually by Constitution Day, September 17th, and~~

BE IT FURTHER RESOLVED, staff shall prepare a Proclamation of the Board of Supervisors in recognition of the United States Constitution annually by Constitution Day. Such proclamation shall declare the importance of the U.S. Constitution and reiterate to all staff and the public the importance of the Oath of Office to which county employees, elected and appointed officials have subscribed prior to performing the duties of their respective positions.

BE IT FURTHER RESOLVED ~~(5)~~, Shasta County will use legal means at its disposal to protect the Second Amendment, this Resolution, and all county officials acting in accordance with this Resolution ~~;~~

BE IT FURTHER RESOLVED ~~(6)~~, the SCBOS may prohibit, by Resolution or Ordinance, any Shasta County Department, Officer, or employee from applying for grants, spending public funds, using public resources or public employees, that directly or indirectly support state or federal infringements on the Second Amendment as determined by precedential decisions made by courts of competent jurisdiction ~~;~~ and

BE IT FURTHER RESOLVED ~~(7)~~, each provision of this Resolution is deemed as separate and distinct from the others and are therefore severable.

Commented [RC5]: Staff recommends these revisions because, as stated by the California Supreme Court, determinations as to whether laws violate the U.S. Constitution are made by the courts. *Lockyer v. City & County of San Francisco*, 33 Cal. 4th 1055, 1100 (2004),

Commented [RC6]: Staff proposes this language in place of the previous two paragraphs. This provision would meet the intent of the previous two paragraphs without creating additional oath requirements that appear to contradict state law. The California Constitution provides that “no other oath, declaration, or test, shall be required as a qualification for any public office or employment.” Cal. Const. Art. XX, section 3.

Commented [RC7]: Staff recommends these revisions because, as stated by the California Supreme Court, determinations as to whether laws violate the U.S. Constitution are made by the courts. *Lockyer v. City & County of San Francisco*, 33 Cal. 4th 1055, 1100 (2004),

DULY PASSED AND ADOPTED, this ____ day of _____, 2023 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta,
State of California

ATTEST:
MARY WILLIAMS
Acting Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - General Government-1.

SUBJECT:

Approve the minutes of the meeting held on January 24, 2023, as submitted.

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Stefany Blankenship, Chief Deputy Clerk of the Board (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Acting County Executive Officer

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Approve the minutes of the meeting held on January 24, 2023, as submitted.

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

N/A

ATTACHMENTS:

Description	Upload Date	Description
1/24/23 Draft Minutes	2/15/2023	1/24/23 Draft Minutes

January 24, 2023

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, January 24, 2023

REGULAR MEETING

9:00 a.m.: Chair Jones called the Regular Session of the Board of Supervisors to order on the above date with the following present:

District No. 1 - Supervisor Crye
District No. 2 - Supervisor Garman
District No. 3 - Supervisor Rickert
District No. 4 - Supervisor Jones
District No. 5 - Supervisor Kelstrom

Acting County Executive Officer/Clerk of the Board - Patrick J. Minturn
County Counsel - Rubin E. Cruse, Jr.
Chief Deputy Clerk of the Board - Stefany Blankenship

INVOCATION

Invocation was given by Pastor Chris Light, Connection Church.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the Flag was led by Supervisor Garman.

REGULAR CALENDAR

BOARD MATTERS

**LETTER OF SUPPORT: REDDING RANCHERIA TO HAVE CERTAIN REAL PROPERTY
ACCEPTED INTO TRUST BY THE UNITED STATES OF AMERICA**

Stewart Buettell, Administrative Analyst, presented the staff report and recommended approval.

Lane Rickard, Government Affairs Director for Redding Rancheria (Rancheria), thanked the Board for their support and reiterated the Rancheria's pledge to work with local governments. He described the draft agreement sent from the Rancheria to the County. Mr. Rickard also discussed the governmental process for the fee-to-trust process being followed by the Rancheria and their plans to utilize the land to benefit the County and the public.

Public comment was opened.

Matt Fleming, Mary Ocasion, and an Anonymous Woman spoke in opposition to the planned casino relocation.

Chuck Knauer, Chris Martinez, Sean Reese, Robert, Monique Welin, Terry Rapoza, and two anonymous speakers supported the planned casino relocation.

Public comment was closed.

In response to questions by Supervisor Crye, Mr. Rickard confirmed that the Rancheria owned the parcels in question.

In response to questions by Supervisor Rickert, Acting County Executive Officer (CEO) Patrick J. Minturn described the parcel under question and that he believed the parcel had shared ownership, although the question of whether that would impact the land's ability to go into trust would be a matter for the federal government. Mr. Minturn stated that he did not believe the parcel would impact the Rancheria's project.

In response to questions by Supervisor Rickert, Acting CEO Minturn discussed the probable traffic patterns and the different ownership of the roads in the project area. Supervisor Rickert expressed concerns about the Rancheria's proposal due to the possible effects on tax revenue, traffic, and the environmental impact to the area. She stated that, due to her concerns about the agricultural zoning of the area conflicting with the project, she would not be able to support the project.

County Counsel Rubin E. Cruse, Jr. explained that the United States Bureau of Indian Affairs was preparing the final Environmental Impact Report and it was up to them to make those determinations. He also stated that the draft mitigation agreement sent to the County by the Rancheria was not on the agenda.

Nolda Short, Auditor/Controller, stated that the parcel in question showed a 50/50 ownership between the Rancheria and a private individual.

By motion made, seconded (Garman/Kelstrom), and carried by roll call vote with Supervisor Rickert voting no, the Board of Supervisors approved a letter to the United States Secretary of the Interior, Bureau of Indian Affairs, providing comments on and re-affirming the County's support for an application filed by the Redding Rancheria to have certain real property accepted into trust by the United States of America.

January 24, 2023

3

DISCUSSION ABOUT CONTRACT WITH DOMINION VOTING SYSTEMS, INC.

Acting CEO Pat Minturn discussed the contract with Dominion Voting Systems, Inc. (Dominion), and the role of the County Clerk/Registrar of Voters, Cathy Darling Allen. He described the options available to continue with the contract or terminate it early, with a financial penalty, as well as the immediate need to secure another vendor and elections hardware. Mr. Minturn stated his belief that the cost of securing another vendor would be significantly higher than the current contract.

Public comment was opened.

Ellen Sweeney, Steve Woodrum, Christian Gardiner, Susanne Baremore, Jean Keyes, and Steve Kohn spoke in support of continuing the County's contract with Dominion Voting Systems, Inc.

Lori Bridgeford, Steve Amaral, Stones, Bob Holsinger, Mark Kent, Ronald Plumb, Patty Plumb, Janet Chandler, Bev Gray, Monique Welin, Dolores Lucero, Nick Gardner, and Bjorn Joffe, and an anonymous speaker opposed the use of Dominion Voting Systems, Inc.

Public comment was closed.

In response to questions by Supervisor Crye, Mr. Minturn stated that \$1 million was his low-end estimate of the cost to replace the County's voting system and train staff on the replacement. Mr. Cruse explained that the Help America Vote Act (HAVA) required that individuals with disabilities be able to vote privately and secretly, which can be done by electronic voting systems, so his understanding was that such systems were required. He stated that the California Secretary of State must certify such systems used in the state and that he could not comment on the length of time such certification took.

In response to questions by Supervisor Kelstrom, Mr. Cruse stated that, if the contract with Dominion were cancelled, the County would not pay for any services not rendered.

In response to questions by Supervisor Rickert, Ms. Darling Allen stated that she could not address the possible cost of auditing the voting system, as the type of audit referred to was not lawful, per State law and Secretary of State regulations. She explained that one of the Secretary of State's primary responsibilities, besides aggregating vote totals from all California counties, was certifying voting systems and that California had one of the most stringent certification processes in the country. Ms. Darling Allen also stated that the Secretary of State had a fraud division to investigate any claims of election or voter fraud and that prosecutions from such investigations did occur.

County Counsel Cruse stated that, due to the special election in progress for the City of Shasta Lake, he recommended maintaining the status quo at least through the end of that election in order to not disenfranchise any voters. He explained that the Board could direct staff to explore contracts with the other companies certified in California through a Request for Proposal without disrupting existing contracts.

Supervisor Garman made a motion to direct staff to explore options regarding voting machine systems, including the cost of cancelling the contract with Dominion, the potential cost of other systems, and the possibility of receiving presentations from the other certified companies. Supervisor Crye seconded the motion.

Supervisor Jones made a substitute motion to eliminate the contract with Dominion. Supervisor Kelstrom seconded the motion.

In response to questions by Supervisor Crye, Mr. Cruse stated that hand counting the Shasta Lake City special election would not meet the HAVA requirements for a State-certified process, and that cancelling the Dominion contract during an ongoing election would pose an unacceptable risk of liability and litigation exposure for the County. Mr. Cruse explained that military ballots had already gone out for the March special election and that early voting began on February 2nd. He also stated that the next potential election in the County would be in August, regarding the formation of the Shasta Fire Protection District.

Supervisor Jones amended his motion to terminate the Dominion contract upon completion of the Shasta Lake City special election. Supervisor Kelstrom seconded the amended motion.

In response to further questions by Supervisor Crye, Mr. Cruse stated that he would defer to Ms. Darling Allen regarding the timeline for having a new certified voting system in place in order to conduct the next election. He observed that the next Presidential Primary Election would be in spring of 2024, and staff would have to work very quickly to get out a Request for Proposal to see if either of the other two certified voting systems would meet the County's needs.

By motion made, seconded (Jones/Kelstrom), and carried by roll call vote with Supervisors Garman and Rickert voting no, the Board of Supervisors approved the termination of the contract with Dominion Voting Systems, Inc., upon the completion of the special election in Shasta Lake City.

PUBLIC COMMENT PERIOD - OPEN TIME

Nick Gardner, Monique Welin, Beth Lattin, Susanne Baremore, Steve Kohn, Dolores Lucero, Sally, Robert, Christian Gardiner, and Terry Rapoza spoke during public comment - open time.

CONSENT CALENDAR

There was no public comment.

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By motion made, seconded (Rickert/Crye), and unanimously carried, the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved the County claims list in the amount of \$14,523.82, as submitted. (Auditor-Controller)

Approved a retroactive amendment, effective January 1, 2023, to the Ground Lease agreement with the Judicial Council of California which extends the end date from December 31, 2022, to February 28, 2023, retaining the monthly lease payments to County in the amount of \$833, plus annual Consumer Price Index increases. (Administrative Office)

Approved an amendment, effective date of signing, to the agreement with the Superior Court of California, County of Shasta, for various fees for services rendered by the County to the Court and vice versa, which extends the end date from June 30, 2023, to September 30, 2023, with one option to extend through October 31, 2023. (Administrative Office)

Approved the minutes of the meeting held on January 10, 2023, as submitted. (Clerk of the Board)

Received and approved the Chair's appointments and liaison assignments for the calendar year 2023, as listed below:

2023 CHAIR'S APPOINTMENTS

Agency on Aging, Planning and Service Area 2 – Executive Board
Ann Morningstar, Member

Public Law Library Board of Trustees
Nannette J. Stomberg, Member
Jeffrey Gorder, Member

RCRC Environmental Services Joint Powers Authority
Al Cathey, Public Works Director, Alternate
Don Renz, Supervising Engineer, Alternate

Supervisor Crye, District 1
County Functional Area: Administration of Justice
CSAC Policy Committee: Health and Human Services
Air Pollution Control Board
Airport Land Use Commission
Community Action Board
Emergency Food and Shelter Program Board
Juvenile Justice Coordinating Council
Local Agency Formation Commission
Shasta Regional Transportation Agency
Youth Violence Prevention Coordinating Council (d.b.a Youth Options Shasta)

California State Association of Counties, Alternate
Golden State Connect Authority, Alternate
Golden State Finance Authority, Alternate
Mental Health, Alcohol and Drug Advisory Board, Alternate
Rural County Representatives of California, Alternate
Superior California Economic Development District, Alternate

Redding Area Water Council Policy Advisory Committee, Alternate (*Water Agency appointment*)

Supervisor Garman, District 2

County Functional Area: Veterans Affairs
CSAC Policy Committee: Administration of Justice
California State Association of Counties
Community Correction Partnership (Advisory Board)
Golden State Connect Authority
Golden State Finance Authority
Rural County Representatives of California
RCRC Environmental Services Joint Powers Authority
Shasta County Children and Families Commission (a.k.a. First 5 Shasta)
Sierra-Sacramento Valley Emergency Medical System Board

Air Pollution Control Board, Alternate
Shasta Regional Transportation Agency, Alternate
Sustainable Forest Action Coalition, Alternate

Supervisor Rickert, District 3

County Functional Area: Health and Human Services (& SHARC representative)
CSAC Policy Committee: Agricultural, Environment, & Natural Resources
Air Pollution Control Board
Deferred Compensation Advisory Committee
Emergency Food and Shelter Program Board
Fire Department Qualifications Review Commission
Mental Health, Alcohol and Drug Advisory Board
Planning and Service Area 2 Area Agency on Aging - Executive Board
Remote Access Network Board
Shasta County Fire Safe Council
Superior California Economic Development District
Sustainable Forest Action Coalition

Enterprise-Anderson Groundwater Sustainability Agency, Alternate
Juvenile Justice Coordinating Council, Alternate
Local Agency Formation Commission, Alternate
Shasta Regional Transportation Agency, Alternate
Sierra-Sacramento Valley Emergency Medical System Board, Alternate

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Northern California Water Association Governing Board, Alternate (*Water Agency appointment*)

Supervisor Jones, District 4

County Functional Area: General Government

CSAC Policy Committee: Housing, Land Use, and Transportation

Air Pollution Control Board

Airport Land Use Commission

Local Agency Formation Commission

Redding Area Bus Authority

Shasta County Consolidated Oversight Board

Shasta Regional Transportation Agency

Community Action Board, Alternate

Community Corrections Partnership (Advisory Board), Alternate

Northern Rural Training and Employment Consortium Governing Board, Alternate

Northern Sacramento Valley Integrated Regional Water Management Governing Board, Alternate

Planning and Service Area 2 Area Agency on Aging - Executive Board, Alternate

Supervisor Kelstrom, District 5

County Functional Area: Land Use

CSAC Policy Committee: Government Finance and Operations

Enterprise-Anderson Groundwater Sustainability Agency

Northern Rural Training and Employment Consortium Governing Board

Northern Sacramento Valley Integrated Regional Water Management Governing Board

Shasta Regional Transportation Agency

Northern California Water Association Governing Board (*Water Agency appointment*)

Redding Area Water Council Policy Advisory Committee (*Water Agency appointment*)

Air Pollution Control Board, Alternate

Airport Land Use Commission, Alternate

Redding Area Bus Authority, Alternate

Shasta County Consolidated Oversight Board, Alternate

Shasta County Fire Safe Council, Alternate

(Clerk of the Board)

Appointed Karen Van Cleave in lieu of election to the Burney Fire Protection District Board of Directors to serve a term to expire December 4, 2026. (Clerk of the Board)

Took the following actions regarding the Fall River Resource Conservation District Board of Directors: Determined that Bill Buckman, Patrick Oilar, Chuck McFarlane, and Chris Camarata have a demonstrated interest in soil and water conservation; appointed Bill Buckman and Chris Camarata to serve four-year terms to expire November 27, 2026; and reappointed Patrick Oilar and Chuck McFarlane to serve four-year terms to expire November 27, 2026. (Clerk of the Board)

Took the following actions regarding the Shasta County Planning Commission: As nominated at the January 10, 2023 Board of Supervisors meeting, appointed Gabe Ross as District 5 Representative to serve a four-year term to expire January 11, 2027; and reappointed James Chapin as District 1 Representative to serve a four-year term to expire January 11, 2027. (Clerk of the Board)

Adopted Salary Resolution No. 1645, effective January 29, 2023, which amends Footnote 79 of the Shasta County Salary Schedule to provide Correctional Lieutenants with two additional course options for completing a management course in order to receive an additional five percent (5%) above base pay, both of which meet the Peace Officer Standards Training (POST) 1005(b)(1) regulations. (Support Services-Personnel)

(See Salary Resolution Book)

Took the following actions: Established a temporary advisory committee, composed of ten members, to interview candidates for the County Executive Officer position and make recommendations to the Board of Supervisors; and authorized each Board member individually to appoint two persons (one person being a member of the community residing within the Board member's district and the other a County Department Head) to the advisory committee. (Support Services-Personnel)

Approved an agreement with Prestige Urgent Care for administering and providing occupational medical services in an amount not to exceed \$500,000 for the period of one year, with two additional one-year renewals, effective date of signing. (Support Services-Purchasing)

Approved an agreement with Aloha Psychiatry Inc. in an amount not to exceed \$1,667,250 to provide telepsychiatry services for the period February 1, 2023, through June 30, 2025. (Health and Human Services Agency-Adult Services)

Adopted Resolution No. 2023-004 which: Approves and authorizes the Health and Human Services Agency (HHSA) Director, or designee, to sign a Grant Agreement with Partnership HealthPlan of California in the amount of \$644,243 to participate in the CalAIM Incentive Payment Program (Program), for the period date of signing through December 31, 2023; approves and authorizes the HHSA Director, or designee, to sign other documents, including retroactive, relating to the activities of the Program, and to make expenditures in furtherance of the Program that do not result in a substantial or functional change to the original intent of the agreement and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and ratifies the signature of the HHSA Director on the initial grant application dated June 1, 2022. (Health and Human Services Agency-Behavioral Health and Social Services, Economic Mobility)

(See Resolution Book No. 70)

Took the following actions: Adopted Resolution No. 2023-005 which approves and authorizes the Shasta County Housing and Community Action Agency (SCHCAA) Director or their designee to sign: six retroactive subrecipient amendments for term dates beginning October 1, 2022, through September 30, 2023, with compensation amounts as follows: County of Shasta Health and Human Service Agency (HHSA) in an amount not to exceed \$98,200; Del Norte Mission Possible in an amount not to exceed \$185,000; County of Siskiyou in an amount not to

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exceed \$250,000; Shasta Community Health Center in an amount not to exceed \$100,000; County of Lassen in an amount not to exceed \$160,000; and City of Redding extend term only; approved and authorized the Director of Housing and Community Action Agency Programs, or his or her designee, to execute any and all subsequent amendments, including retroactive, as long as they do not result in a substantial or functional change to the agreements or increase maximum compensation more than 10%, and otherwise comply with Shasta County Administrative Policy 6-101, *Shasta County Contracts Manual*; acknowledged County compliance with all applicable state and federal public participation requirements; and found that the proposed actions are not subject to the CEQA pursuant to State CEQA Guidelines sections 15060(c)(3) and 15378(b)(4). (Housing and Community Action Programs)

(See Resolution Book No. 70)

Approved a renewal agreement with Janus Advisor d.b.a. Allen & Dahl Funeral Chapel in an amount not to exceed \$150,255 to provide indigent cremation and interment services for a period January 29, 2023, through Jan 28, 2026. (Sheriff)

Accepted a donation of one canine (K-9), valued at \$15,000, purchased for the Shasta County Sheriff's Office by the Friends of Shasta County K-9, a nonprofit organization. (Sheriff)

Adopted Resolution No. 2023-006 which repeals Resolution No. 2022-045 and delegates signing authority for the Emergency Management Performance Grant.

(See Resolution Book No. 70)

Approved and authorized the Public Works Director, or their designee, to sign an evergreen agreement with International Data Base Corp. dba BidNet (BidNet). It is a no cost agreement, to provide web-based solicitation and bidding services effective date of signing, for an initial term of twelve months with automatic one-year renewals unless terminated by either party. (Public Works)

Took the following actions: Approved an agreement with David A. Lawrence, Inc. d.b.a. Lawrence & Associates in an amount not to exceed \$200,000 to provide on-call consulting services related to the County's waste disposal facilities for a one-year period, with two automatic one-year extensions; and found the agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3) and to not be subject to CEQA pursuant to State CEQA Guidelines section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. (Public Works)

Approved the following Fiscal Year 2022-23 budget amendments: Increased appropriations and revenue by \$400,000 in the Land Buildings & Improvements budget; increased appropriations by \$400,000 in the Accumulated Capital Outlay budget offset by use of Committed – Public Safety Infrastructure Detention fund balance; increased appropriations and revenue by \$200,000 in County Service Area (CSA) No. 2 Sugarloaf Water Administration budget; increased appropriations by \$5,000 in the Aegean Way Permanent Road Division (PRD) administration budget offset by use of Restricted Fund Balance; increased appropriations by \$20,000 in the Intermountain Road PRD Administration budget offset by use of Restricted Fund Balance; increased appropriations by \$10,000 in the Veterans Halls budget offset by use of General

Fund Balance; increased appropriations by \$100,000 in the Solid Waste Disposal Administration budget offset by use of Retained Earnings; and increased appropriations by \$1,456,425 in the CSA No. 17 Cottonwood Sewer Administration budget offset by use of Retained Earnings. (Public Works)

Adopted Resolution No. 2023-007 which recognizes that the circumstances and factors that led to the May 31, 2022 proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation. (Public Works, Resource Management)

(See Resolution Book No. 70)

12:10 p.m.: The Board of Supervisors recessed.

12:43 p.m.: The Board of Supervisors reconvened.

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE

Supervisor Jones recognized Acting CEO Minturn on the occasion of his last Board meeting prior to his retirement.

Acting CEO Minturn presented an update on County issues and specific legislation of importance to Shasta County, including a brief discussion of bonds that might come forward from the State. He stated that the County Administrative Office had received grant proposals from all of the County's special districts that provided water or fire services for the American Rescue Plan Act grant funding being distributed by the County.

SUPERVISORS' REPORTS

Supervisor Rickert recently attended meetings of the Rural County Representative of California (RCRC), Northern California Water Association, and reported on issues of countywide interest.

Supervisor Rickert recognized Ron Smith on the occasion of his retirement as Fire Chief of the Bella Vista Volunteer Fire Department after 30 years as a volunteer firefighter.

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A motion was made and seconded (Rickert/Crye) to agendize for further discussion the “Shasta County Jail Inmate Transportation and Courtroom Repurposing Project,” Contract No. 610590, awarded to DLR Group at the January 10, 2023 meeting. The motion failed by the following vote:

AYES: Supervisors Rickert and Crye

NOES: Supervisors Garman, Jones, and Kelstrom

Supervisor Garman recently attended meetings of RCRC and the Sierra-Sacramento Emergency Medical Services Joint Powers Authority Board (SSEMS Board), and reported on issues of countywide interest.

In response to questions by Supervisor Garman, Acting CEO Minturn explained the history of attempts to bring in a third party to process the excess methane from the West Central Landfill in Igo as an energy plant, as well as various issues that had arisen. He stated that Maas Energy was part of the consortium that had made the most recent proposal a few years ago, and that they had recently approached the County directly about a new proposal. Mr. Minturn explained that past proposals had estimated the County’s profit at up to \$400,000 annually. He also explained that the County could exit the current contract regarding methane processing at the landfill at any time and that a new Request for Proposal regarding the project could be done.

By motion made, seconded (Garman/Jones), and unanimously carried, the Board of Supervisors directed staff to bring for a future Board meeting a discussion regarding methane processing for energy production at the West Central Landfill.

Supervisor Garman expressed concern about Administrative Policy 1-110, *Board Membership on Committees, Agencies, and Associations*, due to Shasta County’s SSEMS Board appointments having expired prior to that meeting. Chief Deputy Clerk of the Board Stefany Blankenship stated that the policy was being revised to address that issue and would be brought back to the Board at an upcoming meeting for approval.

Supervisor Kelstrom recently attended an Enterprise-Anderson Groundwater Sustainability Agency meeting and reported on issues of countywide interest.

Supervisor Crye reported on issues of countywide interest.

By motion made, seconded (Crye/Jones), and unanimously carried, the Board of Supervisors directed staff to agendize for a future Board meeting further consideration and discussion of a committee to increase collaboration between county and city governments to better communicate between jurisdictions.

Supervisor Crye discussed some concerns with Administrative Policy 1-105, *Board/County Staff Relations*. Mr. Minturn explained that the policy set forth a chain of command in the County and how information should flow through department heads to ensure accountability and department management. Supervisor Crye expressed a desire to be able to speak with any County employee without negatively impacting staff or management.

By motion made, seconded (Crye/Garman), and unanimously carried, the Board of Supervisors directed staff to bring to agenda for a future Board meeting possible updates to Administrative Policy 1-105, *Board/County Staff Relations*.

Supervisor Crye made a motion for staff to bring back for discussion and possible action the hiring of an individual who would report directly to the Board of Supervisors, to perform research and other projects for the Board.

The Board discussed the proposal and expressed reluctance to add a new position. Supervisor Crye withdrew his motion.

Supervisor Jones reported on issues of countywide interest.

SUPPORT SERVICES

PERSONNEL

APPOINTMENT OF MARY WILLIAMS AS ACTING COUNTY EXECUTIVE OFFICER/CLERK OF THE BOARD **RESOLUTION NO. 2023-008**

Shelley Forbes, Director of Support Services, presented the staff report and recommended approval. Ms. Forbes stated that Acting CEO Pat Minturn's contract expired on January 31, 2023, and explained the need for an Acting CEO until the hiring of a permanent CEO. She discussed Mary Williams' education and work experience.

Public comment was opened.

Robert spoke in support of the appointment.

Public comment was closed.

By motion made, seconded (Rickert/Kelstrom), and unanimously carried, the Board of Supervisors adopted Resolution No. 2023-008 which: Waives Shasta County Personnel Rule 6.12, *Merit Principles*, in connection with the appointment of an Acting County Executive Officer/Clerk of the Board; approves and authorizes the Chairman to sign an Employment Contract appointing Ms. Mary E. Williams as Acting County Executive Officer/Clerk of the Board of Shasta County, effective February 1, 2023, and lasting until such time as the Board of Supervisors fills the position of County Executive Officer/Clerk of the Board on a regular basis; and establishes Ms. Williams' base salary at the A-step salary range (\$112.765 per hour/\$19,546 per month) for the position of Acting County Executive Officer/Clerk of the Board. (Support Services-Personnel)

(See Resolution Book No. 70)

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CERTIFICATION OF NEW TEAMSTERS – DEPUTY CORONER INVESTIGATOR UNIT
RESOLUTION NO. 2023-009

Shelley Forbes, Director of Support Services, presented the staff report and recommended approval.

There was no public comment.

By motion made, seconded (Rickert/Garman), and unanimously carried, the Board of Supervisors adopted Resolution No. 2023-009 which: Modifies the current bargaining unit identified as the General Unit by removing Deputy Coroner Investigator (DCI) I/II/III classifications from the General Unit; establishes a separate bargaining unit consisting solely of the DCI I/II/III classifications as identified as the Deputy Coroner Investigator unit; and certifies and recognizes Teamsters Local #137 as the exclusively recognized employee organization representing the Deputy Coroner Investigator Unit.

(See Resolution Book No. 70)

HEALTH AND HUMAN SERVICES

HOUSING/COMMUNITY ACTION AGENCY

HEALTH AND HUMAN SERVICES AGENCY

DISCUSSION OF HOUSING PROGRAMS

Mary Williams, Deputy County Executive Officer and Acting Director of Housing/Community Action Agency (HCAA), gave a presentation regarding housing and homelessness assistance programs provided within the Department of Housing/Community Action Agency and the Health and Human Services Agency (HHSA). She described the similarities and differences between the programs operated by the two departments and how they interrelated.

Ms. Williams described the goals of reducing duplicative efforts, streamlining the services offered, and increasing the administrative support for all of the programs, which would have the potential to reduce costs. She emphasized the opportunity the proposal gave to both improve the services offered to the community and to provide higher levels of support to all employees involved.

Laura Burch, Director of the Health and Human Services Agency, gave a presentation regarding the proposed transition of moving Housing/Community Action Programs into the Health and Human Services Agency. She described the programs and services managed by HHSA and emphasized how the transition could improve stability and continuity for all staff and clients.

Ms. Forbes discussed the different makeup of housing authorities throughout the State and how transitioning the HCAA into the HHSA would work, including HHSA staff experience with

and administrative support for the HCAA. She also spoke about reducing strain on the County Administrative Office, which had been providing fiscal support to HCAA since mid-2022, and described the benefits to the community by reducing barriers to different services. Ms. Burch discussed various options available regarding the HCAA.

Public comment was opened.

Keith Anderson expressed concerns about HHSA's ability to absorb HCAA without negatively affecting services offered by both departments.

Public comment was closed.

In response to questions by Supervisor Garman, Ms. Burch clarified the situation regarding a grant in 2022 and stated that, once the County had received the correct information, the City of Redding had already put in place a plan to administer the program for the grant directly.

In response to questions by Supervisor Crye, Ms. Burch and Mr. Minturn explained that consolidating the HCAA into the HHSA would not result in increasing the HHSA Director's salary and would also increase the fiscal savings by eliminating a department head position.

In response to questions by Supervisor Jones, Ms. Burch stated that the City of Redding was at 90% lease-ups with their United States Department of Housing and Urban Development (HUD) programs, while the County was at 66%. She discussed program administration costs and stated that they were currently over budget in the HCAA. Christy Coleman, Assistant Director of HHSA, stated that she had spoken with HUD the prior week, as they were concerned with the County HCAA's low lease-up rate and lack of communication. Ms. Coleman stated that the HCAA was currently in "troubled" standing with HUD, which could result in HUD taking the Housing Authority away from the County. She also stated that HUD had recommended a third-party vendor complete an audit of the HCAA. Ms. Coleman stated that she believed consolidation of the HCAA with the HHSA would be positive and result in improvement of the programs.

In response to questions by Supervisor Crye, Ms. Coleman stated that housing authorities in California were run in many different ways and that, according to HUD, there was no wrong way of running a housing authority. She stated that HUD was ready to provide technical assistance and support, as well as legal counsel, to assist the County as needed.

In response to questions by Supervisor Rickert, Ms. Coleman stated that HCAA staff would be able to fill current HHSA vacancies as well as the HCAA positions if the consolidation moved forward.

County Counsel Cruse stated that the Shasta County Housing Authority (HA) was a separate public legal entity and that, while the Board of Supervisors currently served as the HA's governing body, there was no requirement that the County serve or provide staff for the HA. He further stated that the HA, as well as the Community Action Agency, could be an entirely separate

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entity with its own board and its own employees, whether as a public agency or a private non-private agency.

Acting CEO Minturn explained that the proposed consolidation provided an opportunity for financial savings to the County, but also provided an opportunity for HHSA to provide fiscal expertise and wraparound services to the HCAA.

By motion made, seconded (Garman/Jones), and unanimously carried, the Board of Supervisors received a presentation regarding housing and homelessness assistance programs provided within the Department of Housing and Community Action (HCAA) and the Health and Human Services Agency (HHSA) and directed staff to bring back for action the consolidation of HCAA into HHSA in order to streamline, consolidate, and improve services to the community.

LAW AND JUSTICE

SHERIFF

RELIEF OF ACCOUNTABILITY FOR ASSETS NO LONGER IN SHERIFF'S POSSESSION

Mike Lindsey, Deputy Director of Administration for the Sheriff's Office, presented the staff report, explained the reasons for disposal of the various items, and recommended approval.

There was no public comment.

By motion made, seconded (Rickert/Garman), and unanimously carried, the Board of Supervisors approved a relief of accountability for the following capital assets: A Victory Three-Section Refrigerator; a Fujinon GPS; and two chemical agent detectors.

PUBLIC WORKS

ORDINANCE ESTABLISHING 'NO PARKING' ZONES ON RIVERLAND DRIVE

Al Cathey, Director of Public Works, presented the staff report, described the reasons for the no parking zones to ensure the safety of pedestrians and bicyclists, and recommended approval.

There was no public comment.

By motion made, seconded (Garman/Kelstrom), and unanimously carried, the Board of Supervisors introduced and waived the reading of "An Ordinance of the Board of Supervisors of the County of Shasta Amending Ordinance No. 462 of Shasta County Entitled "An Ordinance Establishing 'No Parking' Zones on Certain Streets and Portions Thereof," by amending Section I Thereof" to expand existing no parking zones on Riverland Drive, County Road No. 2H16.

2:33 p.m.: The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Water Agency.

2:35 p.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

CLOSED SESSION ANNOUNCEMENT

There was no public comment.

Chair Jones announced that the Board of Supervisors would recess to a Closed Session to take the following actions:

Confer with its Labor Negotiators, Acting County Executive Officer Patrick J. Minturn, Personnel Director Shelley Forbes, and Chief Labor Negotiator Gage Dungy, Boutin Jones Inc., to discuss the following employee organizations: Management Counsel Mid-Management, General Teamsters Local #137 (Shasta County Trades and Crafts Unit), and United Public Employees of California, Local 792 – General Unit, pursuant to Government Code section 54957.6.

2:35 p.m.: The Board of Supervisors recessed to Closed Session.

3:02 p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, Acting County Executive Officer/Clerk of the Board Patrick J. Minturn, and County Counsel Rubin E. Cruse, Jr., present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr., reported that the Board of Supervisors met in Closed Session to discuss labor negotiations; however, no reportable action was taken.

3:03 p.m.: The Board of Supervisors adjourned.

Chair

ATTEST:

PATRICK J. MINTURN
Acting Clerk of the Board of Supervisors

January 24, 2023

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By _____
Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - General Government-2.

SUBJECT:

Reappoint Mark Wagner and Kristopher A. Corbell to the Buckeye Fire Protection District Board of Directors to serve four-year terms to December 4, 2026.

DEPARTMENT: Clerk of the Board

Supervisory District No. : 1 & 4

DEPARTMENT CONTACT: Stefany Blankenship, Chief Deputy Clerk of the Board, (530) 225-5550

STAFF REPORT APPROVED BY: Mary Williams, Deputy County Executive Officer

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Reappoint Mark Wagner and Kristopher A. Corbell to the Buckeye Fire Protection District Board of Directors to serve four-year terms to December 4, 2026.

DISCUSSION

The Buckeye Fire Protection District (District) is an independent special district established in 1967 under the terms of the Fire Protection District Law of 1961 by a vote of the electorate. The District is solely located within the unincorporated area of Shasta County and is governed by a five-member Board of Trustees serving four-year terms. In 1967, the voters also approved the Board of Supervisors to be the appointing authority for the District Board of Trustees.

In 1987, the Fire Protection District Law of 1961 was repealed and replaced by the Fire Protection District Law of 1987 (HSC 13800 et seq.). Any fire protection district organized pursuant to the Fire Protection District Law of 1961 which was in existence on January 1, 1988, shall remain in existence as if it had been organized pursuant to the Fire Protection Law of 1987 (HSC 13803).

Mark Wagner and Kristopher A. Corbell are current members of the District Board of Directors whose terms expired in December 2022. On January 20, 2022, Clerk of the Board staff received correspondence from the Chair of the District Board of Directors requesting that the Board of Supervisors reappoint Mark Wagner and Kristopher A. Corbell to serve four-year terms to December 4, 2026.

Pursuant to HSC section 13841, members of a district board must be residents of the District. The District has confirmed that Mark Wagner and Kristopher Corbell reside in the District.

ALTERNATIVES

The Board of Supervisors may request that other applicants be considered.

OTHER AGENCY INVOLVEMENT

The District supports the recommendation. The recommendation has been reviewed by the Administrative Office.

FISCAL IMPACT

Costs associated with assisting committees and commissions with appointments and reappointments are included in the Clerk of the Board's adopted budget.

ATTACHMENTS:

Description	Upload Date	Description
01-21-23 BEFPD Minutes	1/23/2023	01-21-23 BEFPD Minutes
Wagner Reappt Memo	1/23/2023	Wagner Reappt Memo
Corbell Reappt Memo	1/23/2023	Corbell Reappt Memo

Buckeye Fire Protection District

Board of Directors: Emergency Meeting

Place: Smith Residence - 12192 MacS Rd, Redding, CA 96003

Time: January 21, 2023, at 4:30 PM.

MINUTES

1. Call to Order:
 - 1.1 Reappointment of Board Members
Motion to approve reappointment of Mark Wagner and Kris Corbell to another term by Michael Smith and Seconded by member Nick Braun. Motion carried.
2. Adjournment
 - 2.1 Motion to adjourn by member Nick Braun, and seconded by Michael Smith, Motion carried.

RECEIVED

JAN 19 2023

ADMINISTRATIVE OFFICE
SHASTA COUNTY



SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

PATRICK J. MINTURN, ACTING CEO/CLERK OF THE BOARD

Stefany Blankenship, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B

REDDING, CALIFORNIA 96001-1680

VOICE - (530) 225-5550

TOLL FREE IN NORTH STATE - (800) 479-8009

FAX - (530) 229-8238

TO: Mark Wagner
FROM: Kristin Gulling-Smith, Administrative Board Clerk
DATE: January 5, 2023

SUBJECT: Reappointment to Buckeye Fire Protection District


Please be advised that, in February 2023, the Board of Supervisors will consider your reappointment to the Buckeye Fire Protection District for a 4-year term to December 2026.

I would appreciate the return of this memo by **January 31, 2023**, indicating your willingness to continue serving in this capacity. Please check the appropriate response, sign, and date this memo, and return it to the Clerk of the Board.

We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

☒ I desire to be considered for reappointment to the Buckeye Fire Protection District.

☐ I desire to withdraw from consideration of reappointment.


Signature

1-11-2023
Date



SHASTA COUNTY

CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

PATRICK J. MINTURN, ACTING CEO/CLERK OF THE BOARD

Stefany Blankenship, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B

REDDING, CALIFORNIA 96001-1680

VOICE - (530) 225-5550

TOLL FREE IN NORTH STATE - (800) 479-8009

FAX - (530) 229-8238

TO: Kristopher A. Corbell
FROM: Kristin Gulling-Smith, Administrative Board Clerk
DATE: January 5, 2023

SUBJECT: Reappointment to Buckeye Fire Protection District

Please be advised that, in February 2023, the Board of Supervisors will consider your reappointment to the Buckeye Fire Protection District for a 4-year term to December 2026.

I would appreciate the return of this memo by **January 31, 2023**, indicating your willingness to continue serving in this capacity. Please check the appropriate response, sign, and date this memo, and return it to the Clerk of the Board.

We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

KC I desire to be considered for reappointment to the Buckeye Fire Protection District.

_____ I desire to withdraw from consideration of reappointment.

K. Corbell
Signature

JAN. 10, 2023
Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - General Government-3.

SUBJECT:

Take the following actions: (1) Adopt a resolution which approves a successor Memorandum of Understanding (MOU) with the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit covering the period of January 1, 2023, through December 31, 2025; and (2) adopt a Salary Resolution effective February 26, 2023, which amends the Salary Schedule for positions in County Service pursuant to the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit MOU.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Shelley Forbes, Director of Support Services, (530) 225-5515

STAFF REPORT APPROVED BY: Shelley Forbes, Director of Support Services, (530) 225-5515

Vote Required?	General Fund Impact?
Simple Majority Vote	General Fund Impact

RECOMMENDATION

Take the following actions: (1) Adopt a resolution which approves a successor Memorandum of Understanding (MOU) with the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit covering the period of January 1, 2023, through December 31, 2025; and (2) adopt a Salary Resolution effective February 26, 2023, which amends the Salary Schedule for positions in County Service pursuant to the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit MOU.

DISCUSSION

Negotiations with Teamsters began in October 2022. The MOU expired on December 31, 2022. The terms of the MOU have been reviewed and discussed with the Board. The Board is now being asked to formally approve the MOU for this bargaining unit which specifies wages, benefits, and other terms and conditions of employment for a term through December 31, 2025.

The successor MOU includes the following improvements:

1. Effective the pay period beginning on February 26, 2023, unit employee salaries will be increased by two- and one-half percent (2.5%);
2. Effective the pay period beginning on December 17, 2023, unit employee salaries will be increased by two- and one-half percent (2.5%);
3. Effective the pay period beginning on December 15, 2024, unit employee salaries will be increased by two percent (2%);
4. The premium pay for employees required to possess and maintain a California Commercial driver's license will be increased from \$.50 to \$2.00 per hour of base pay;
5. Employees in the classification of Water/Wastewater Operator I/II or Lead Water/Wastewater Operator who possess a Backflow Prevention Assembly Tester Certification issued by either the American Water Works Association or other certification agency in accordance with Title 17 of the California Administrative Code, will receive an additional five percent (5%) of base pay;
6. Employees in the classification of Lead Maintenance Worker who are certified by the federal Department of Transportation and California Department of Motor Vehicles to be a Commercial Driver's License Trainer and who is

assigned by the Department Head as part of his or her regular duties to perform Commercial Driver's License Trainer duties will receive an additional five percent (5%) of base pay. No more than two (2) employees can be assigned to the above-referenced duties at the same time to receive this premium pay;

7. Unit employees with at least ten (10) years of continuous service with Shasta County and who have achieved an overall performance rating of Meets Expectations or higher on their most recent performance evaluation will receive an additional three percent (3%) of base pay;
8. The minimum amount of hours employees receive when called back to duty from standby status increased from one (1) hour to two (2) hours;
9. Unit employees will have the ability to purchase additional life insurance in an amount up to three times their annual salary subject to a maximum amount of \$300,000, at the employee's own expense, through the County's group life insurance plan;
10. Unit employees will be provided one (1) floating holiday of eight (8) hours per calendar year;
11. The three (3) month waiting period to access personal sick leave accruals has been eliminated for new employees;
12. The waiting period to access vacation accruals has been reduced from six (6) months to three (3) months;
13. The bereavement leave provisions have been revised to confirm with Government Code section 12945.7 regarding the amount of bereavement time off available for employees and add foster family members to the list of immediate family members which qualify for bereavement leave;
14. The amount of annual leave buyout hour amount has been increased from 20 hours to 80 hours of vacation leave beginning in Calendar Year 2024 (with the irrevocable election to cash out taking place by December 31, 2023); and
15. The tool allowance for Mechanics will be increased from \$800 to \$1,000 annually.

In addition, there were clerical and other minor changes made to this successor MOU in order to be consistent with other County MOU's and the Shasta County Personnel Rules.

The Teamsters bargaining team and unit employees should be recognized for their professionalism throughout the bargaining process that led to this agreement.

ALTERNATIVES

There are no alternatives since the proposed MOU is the product of a good faith bargaining process in which both the bargaining unit and the County have reached an agreement.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation and has the concurrence of the Acting County Executive Officer (CEO). The Auditor-Controller's office also reviewed the recommendation. Gage Dungy, Partner of Boutin Jones, Inc., served as the County's Chief Labor Negotiator during this process.

FISCAL IMPACT

The approximate three-year aggregate cost increase for salaries and benefits (FICA/Medicare, PERS Employer Contribution, 401A Contribution, Health and Life Insurance, Other Post-Employment Benefits, Unemployment Insurance, and Workers Compensation) for unit employees is \$1,158,710. Approximately \$964,269 is salary and \$194,441 is benefit costs. The estimated annual General Fund impact is \$285,622 (14.65% of employees are in General Fund departments). In addition, it is important to note that some portion of the cost of Internal Service Fund (ISF) employees in this unit will eventually pass through to General Fund departments as rates increase, but only as General Fund departments use those services. The affected departments' Fiscal Year 2022-23 Adopted Budget includes funds appropriated for this increase and the departments will include appropriate funding in future requested budgets. The Public Works Department is funded by a wide variety of local, state, and federal funds including monthly labor charges to county departments for Facilities Management and Crafts Worker services and gas taxes. The Information Technology (IT) Department currently has salary savings to cover the increase in cost for Fiscal Year 2022-23 Fiscal Year. In future fiscal years, the cost will fall into the IT rate schedule with all other positions and be recovered through IT's annual rates.

CC:

Mary E. Williams, Acting County Executive Officer
Eric Magrini, Assistant County Executive Officer
Erin Bertain, Deputy County Executive Officer
Nolda Short, Auditor-Controller
Rich Vietheer, Assistant Auditor-Controller
Shelley Forbes, Director of Support Services
Monica Fugitt, Assistant Director of Support Services
Kari Kibler, Deputy Director of Support Services
Denae Harris, Personnel Analyst I
Melissa Mansfield, Agency Staff Services Analyst II– Conf
Samantha Jackson, Agency Staff Services Analyst I – Conf
Barbara Reynolds, Agency Staff Services Analyst I – Conf
Gage Dungy, County Chief Negotiator, Boutin Jones, Inc.
Dave Hawley, Chief Negotiator for Teamsters Local 137
Heather McFall, Labor Negotiator for Teamsters Local 137

ATTACHMENTS:

Description	Upload Date	Description
Resolution	2/8/2023	Resolution
Redlined Version of MOU	2/16/2023	Redlined Version of MOU
Final Version of MOU	2/8/2023	Final Version of MOU
Salary Resolution	2/8/2023	Salary Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING THE COMPREHENSIVE MEMORANDUM OF
UNDERSTANDING WITH THE
TEAMSTERS LOCAL 137 –
SHASTA COUNTY TRADES AND CRAFTS BARGAINING UNIT
AND IMPLEMENTING THE PROVISIONS THEREOF**

BE IT RESOLVED that the Shasta County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Teamsters Local 137 – Shasta County Trades and Crafts Bargaining Unit governing the period commencing January 1, 2023 and ending December 31, 2025, a copy of which is attached hereto and incorporated herein by reference, and

BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above references comprehensive Memorandum of Understanding.

DULY PASSED AND ADOPTED this 21st day of February, 2023 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta, State of California

ATTEST:

MARY E. WILLIAMS
Acting Clerk of the Board of Supervisors

By _____
Deputy

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SHASTA
AND
GENERAL TEAMSTERS LOCAL #137
(SHASTA COUNTY TRADES AND CRAFTS UNIT)



JANUARY 1, 202~~30~~ - DECEMBER 31, 202~~52~~

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ARTICLE 1 PARTIES

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and General Teamsters Local #137 (hereinafter referred to as or "Union").

1.2. Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE 2 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this agreement, the following agents or his/her designee have been identified:

2.1. County's principal authorized agent shall be:
County Executive Officer
County of Shasta
1450 Court Street, Room 308A
Redding, CA 96001
Telephone: (530) 225-5561
FAX#: (530) 229-8238

2.2. Union's principal authorized agent shall be:
Secretary-Treasurer
General Teamsters Local #137
3540 South Market Street
Redding, CA 96001-3888
Telephone: (530) 243-0232
FAX #: (530) 243-3115

ARTICLE 3 RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time employees (1/2 time or more) in the Trades and Crafts Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

ARTICLE 4 TERM AND REOPENERS

4.1 TERM.

The term of this agreement is from, January 1, 202~~03~~²⁵, to and inclusive of December 31, 202~~25~~²⁵. Unless otherwise provided herein, any changes caused by the approval of this agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board. During the month of September of the last year of this agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party negotiations shall begin no later than ninety (90) days prior to the term of this agreement or on a later date by mutual agreement.

4.2 REVIEW OF FUNDING METHOD OF EMPLOYEE BENEFIT COVERAGE.

The parties will explore an alternative method of funding and structure of unit members' health coverage as a subject in the Joint Issues Forum. Such potential methods shall be limited to those which would cause no expansion of total cost of County contributions over the method approved herein. Any result that changes the amount of County contributions will apply to this

unit as well as other units.

ARTICLE 5 UNION RIGHTS

5.1. RELEASE TIME.

A. **Job Stewards.** The Union shall provide written notice to the County of the employees serving as Job Stewards. Each Steward shall be permitted two (2) hours of release time per month to conduct Union business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Union business shall be scheduled in advance with the approval of the department head or his designee. Approval of such release time shall not be unreasonably withheld.

B. **Stewards.** The County shall recognize up to six (6) employees designated by the Union as Stewards. A County employee who is designated as a Steward shall be provided a reasonable amount of release time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.

C. **Meet and Confer.** In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Union may be represented by not more than four (4) employees unless a greater number is agreed to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

5.2. BULLETIN BOARDS.

In departments of more than five (5) employees represented by the Union which bulletin board space, the department head shall designate at least one posting space in each non-contiguous location for use by the Union. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Union. Bulletin boards shall be used only to inform employees of the procedure for joining the Union, notification of meetings, internal organizational elections or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

5.3. ACCESS TO EMPLOYEES/COUNTY FACILITIES.

The Union shall, upon request, be granted the use of general meeting space by each department head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

A department head shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the department head or his/her authorized representative.

Membership solicitation, collection of dues, or other general organizational business shall not be conducted on County time, nor in areas generally not open to the public except as may occur during scheduled meetings before or after a regular work shift.

5.4. PERSONNEL REPORTS.

The County will, to the extent practicable, provide, upon request, with reasonable advance notice, the Union with the Termination Listing. The County shall provide this reports published.

5.5 NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION.

A. New Employee Orientation Access. The Union will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.

1. No more than two (2) representatives may present Union membership information.
2. Management representatives will excuse themselves during the Union portion of the orientation.
3. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.
4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Union provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Union will be provided a written explanation of why the employee could not be released.

B. Disclosure of Employee Contact Information.

1. The County will provide the Union a digital file via email to the email address designated by the Association containing the following information to the extent the County has it on file:
 - i. Name.
 - ii. Job title.
 - iii. Department.

- iv. Work location.
 - v. Work, home and personal cellular telephone numbers.
 - vi. Personal email addresses on file with the County (new hires only).
 - vii. Home address.
- 2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.
 - 3. An employee may opt out via written request to the County, with a copy to the Union, to direct the County to withhold disclosure of the employee's:
 - i. Home address.
 - ii. Home telephone number.
 - iii. Personal cellular telephone number.
 - iv. Personal email address.
- Birth date.

ARTICLE 6 UNION SECURITY

6.1. REPRESENTATION.

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees regardless of whether or not they are dues-paying members of the Association.

6.2. PAYROLL DEDUCTION.

The Union shall have regular dues/fees and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Union. The County shall make any such authorized employee deductions based on certification from the Union and provide reports of these transactions to the Union. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.

6.3. ENFORCEMENT / SEVERABILITY.

In the event that any provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by such provision. In the event that the Agency Fee provision that was in this Article previously in the January 1, 2017 to December 31, 2019 MOU is once again enforceable, the County agrees to reinstate its provisions to the extent permissible by law.

6.4. INDEMNIFY AND HOLD HARMLESS.

The Union fully indemnifies and holds the County, it's officers and employees acting on behalf of the County, harmless, and agrees to defend the County, it's officers 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 7 COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to the following:

- A. To manage and direct its business and personnel.
- B. To manage, control, and determine the mission of its departments, building facilities, and operations.
- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part.
- D. To subcontract or discontinue work for economic or operational reasons.
- E. To lay off employees.
- F. To direct the work force.
- G. To increase or decrease the work force and determine the number of employees needed.
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees.
- I. To establish work standards, schedules of operation and reasonable work loads.
- J. To specify or assign work requirements and require overtime.
- K. To schedule working hours and shifts.
- L. To adopt rules of conduct and penalties for violation thereof.
- M. To determine the type and scope of work to be performed by County employees and the services to be provided.
- N. To classify positions.
- O. To establish initial salaries of new classifications after notification of the Union.
- P. To determine the methods, processes, means, and places of providing

services.

Q. To take whatever action necessary to prepare for and operate in an emergency.

7.2. Except in an emergency, County decisions shall not supersede the provisions of this agreement. Actions taken by the County to meet an emergency that are not in compliance with this agreement shall be in effect only for the duration of the emergency.

7.3. The exercise of such rights shall not preclude the Union from conferring with County representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 8 NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

8.1. NON-DISCRIMINATION

The County and the Union agree that they shall not unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status or any other characteristic protected by state or federal law. Discrimination on the basis of sex, age, medical condition or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.

Employees shall have the right to form, join and participate in the activities of the Union or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the employee would not have occurred.

8.2. AMERICANS WITH DISABILITIES ACT

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination law. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.

The parties agree that such accommodation relating to ADA/CFEHA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the County.

Prior to taking action, the County shall notice the Union of a proposed accommodation, as it may apply to the working conditions of the unit, and shall give the Union an opportunity for input. Actions taken by the County under this Article shall not be subject to the grievance procedure.

ARTICLE 9 WAGES

9.1. WAGE ADJUSTMENTS.

A. Salaries for job classifications in this unit are as shown in Attachments A, B, C, and D, with general increases scheduled as follows:

1. Effective the pay period beginning ~~January 5, 2020~~February 26, 2023, a general increase of ~~four-two- and one-half~~ percent (~~42.5~~%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.
2. Effective the pay period beginning ~~January 3, 2021~~December 17, 2023, a general increase of ~~three-two -and one-half~~ percent (~~32.5~~%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.
3. Effective the pay period beginning ~~January 2, 2022~~December 15, 2024, a general increase of ~~two-three~~ percent (~~23~~%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

9.2. WORK ABOVE CLASSIFICATION

A. **Qualification Period.** When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:

1. Be assigned in writing by the department head with the approval of the Personnel Division;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.) An exception to the 80 hour period is if the assignment is to the full duties of Lead Maintenance Worker, Road Maintenance Worker III, Special Crews Worker III, or Maintenance Supervisor then duties must be performed without interruption for a minimum period of forty (40) hours (to qualify for the increased pay rate effective from the first hour);
 - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80 hour qualification period.
 - b. Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 80 hour requirement to begin again if full duties of the higher position are resumed.

5. Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a semi-annual basis.

B. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

C. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, s/he shall continue to receive his/her regularly established rate.

D. **Maximum Period.** Working in a vacant higher-level position for which there is no incumbent, may not exceed a six (6) -month period.

E. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

9.3. **PREMIUM PAY**

A. An employee in the classification of Mechanical Crafts Worker II, Information Systems Cabling Technician, or Telephone Communications Technician who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.

B. An employee in the classification of Equipment Mechanic who possesses a valid welding certificate and who is assigned to weld items for which certification is externally required, such as bridges, hitches and roll-over protection, shall receive an additional biweekly amount of \$20.00.

C. An employee in the classification of Welder Mechanic who possesses an American Welding Society Certificate with the following endorsements: AWS-D1.1 SMAW all positions 3.4 steel minimum; vertical, horizontal, overhead and flat, shall be eligible for five percent (5%) of base pay.

D. Detention Services Specialty Assignment Pay

1. Except for employees who qualify for premium pay in Subsection D.2 below, an employee in the classification of Mechanical Crafts Worker I/II when assigned to perform maintenance duties in the jail shall receive an additional five percent (5%) of base pay.

2. Pursuant to Title 2 of the California Code of Regulations, Sections 571 and 571.1, the job classifications of Mechanical Crafts Worker I/II and Adult Custody Cooks I/II who are routinely and consistently assigned to the County Jail and therefore where criminally charged persons are confined, shall receive an additional three dollars (\$3) per hour to base wages. To the extent that CalPERS determines this pay is not pensionable compensation, the parties agree to meet and confer regarding this specialty assignment pay.

~~An employee in the classification of Mechanical Crafts Worker II/I when assigned to~~

~~perform maintenance duties in the jail shall receive an additional five percent (5%) of base pay.~~

E. An employee in the classification of Grounds Maintenance Worker ~~I/I~~ or Lead Ground Maintenance Worker who has obtained Pesticide Application Certification and who is assigned by the Department Head as part of his or her regular duties to perform pesticide related work shall receive an additional five percent (5%) of base pay.

F. An employee in the classification of Mechanical Crafts Worker ~~I/I~~, Fleet Mechanic, Maintenance Mechanic ~~I/I~~, Equipment Mechanic or Welder Mechanic who has obtained Refrigeration Certification and who is assigned by the Department Head as part of his or her regular duties to perform refrigeration related work shall receive an additional five percent (5%) of base pay.

G. An employee in a classification, that is required to possess and maintain a ~~California~~ Commercial ~~California drivers~~driver's license (~~Class A~~) shall receive an additional ~~fifty cents~~two dollars (~~\$0.50~~2.00) per hour of base pay.

H. An employee in the classification of Grounds Maintenance Worker ~~I/I~~ or Lead Ground Maintenance Worker assigned by his or her supervisor or designee to perform clean up of transient camps shall receive an additional five percent (5%) of base pay for a minimum of eight hours on a day assigned to this task.

I. An employee in the classification of Equipment Mechanic, when assigned to Fall River Mills, who performs welding, maintains digital work orders, and acts as parts store manager in addition to the duties required by the classification shall receive an additional five percent (5%) of base pay.

J. ~~An employee in the classification of Water/Wastewater Operator I/II or Lead Water/Wastewater Operator who possesses a Backflow Prevention Assembly Tester Certification issued by the American Water Works Association or other certification agency in accordance with Title 17 of the California Administrative Code, shall receive an additional five percent (5%) of base pay.~~

~~I.~~K. ~~An employee in the classification of Lead Maintenance Worker who is certified by the federal Department of Transportation and the California Department of Motor Vehicles to be a Commercial Driver's License Trainer and who is assigned by the Department Head as part of his or regular duties to perform Commercial Driver's License Trainer duties shall receive an additional five percent (5%) of base pay. No more than two (2) employees can be assigned to the above-referenced duties at the same time to receive this premium pay.~~

9.4. SHIFT DIFFERENTIAL.

A. Employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. To be eligible for swing shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is assigned to, excluding overtime hours or additional shifts.

B. Employees who are regularly assigned to the third shift (graveyard) shall

receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or prior to 9:00 a.m. Regularly assigned shift means the shift an employee is assigned to, excluding overtime hours or additional shifts.

C. An employee who is regularly assigned a shift of other than eight (8) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 p.m. and midnight, and an additional seventy-five cents (\$0.75) for each hour worked between midnight and 8:00 a.m.

D. Employees in the Classification of Custodian who are assigned to a "floater assignment" or a "relief shift" which requires working one or more swing shifts or graveyard shifts on a regular basis shall be eligible for the appropriate differential on a single shift basis when meeting the hours worked requirements for that differential.

E. Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

9.5 LONGEVITY PAY.

A. Employees with at least ten (10) years of continuous service with Shasta County and who have achieved an overall performance rating of meets or exceeds standards on their most recent performance evaluation are eligible to receive an additional three percent (3%) of base pay. To remain eligible, employees must maintain an overall rating of meets or exceeds standards on their annual performance evaluation.

ARTICLE 10 HOURS OF WORK

10.1. WORK PERIODS AND HOURS OF WORK

A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Sunday.

B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the department head for the purpose of minimizing overtime liability.

10.2. ALTERNATE WORK SCHEDULES

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will typically result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. The establishment of alternate work schedules shall be subject to the following:

1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Office and the Union.
 2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
 3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
 4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).
- C. On or about March 1, a meeting with the Union to determine a schedule change for the summer, if any, will occur with the Director of Public Works and/or his/her designee if such a meeting is requested by the Union.

10.3. JOB SHARING.

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
1. A job sharing arrangement shall be established and approved in writing by the department head and the County Administrative Officer, with notice to the Personnel Office and the Union.
 2. The department head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
 3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

10.4. REST PERIODS.

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the department head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

10.5. MEAL PERIODS.

An unpaid meal period of up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

10.6. OVERTIME.

All regular full-time employees covered by this agreement shall be compensated for overtime in accordance with the following provisions:

A. Work beyond the assigned work period described in Section I below must be expressly approved by the department head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

B. Except as indicated in Section C below, all eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of eight (8) hours in a day or more than forty (40) hours in a seven (7) day work period.

C. Employees eligible for overtime compensation who work on a regular schedule in excess of eight (8) hours per day shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of the regularly scheduled hours for that day or more than forty (40) hours in a seven (7) day work period.

D. When practical, the Department will offer Callback Overtime and shift holdover work (when an individual worker is needed vs. a crew) to regular employees qualified to perform the work prior to using extra help employees to perform the work.

E. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation, compensatory time off, holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for purposes of overtime compensation.

F. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an

employee and with the concurrence of the Director of Support Services, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

G. Accumulated compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.

H. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.

I. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).

10.7. STANDBY.

A. A department head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of \$3.00 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

B. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;
4. Respond to callbacks during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;
5. Refrain from activities that impair his/her ability to perform assigned duties;
6. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;
7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

C. **On Call/Subject to Call.** Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

10.8. **CALLBACK FROM STANDBY.**

A. Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be ~~two~~ (24) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to a worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.

A.B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply. Only hours worked outside regular work hours will be compensated at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary.

10.9. **CALLBACK WHILE NOT ON STANDBY.**

A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.

B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

10.10. **CALLBACK FROM VACATION.**

An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

10.11. **RELEASE FROM DUTY.**

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head for a period not to exceed eighty (80) working hours upon the approval of the Director of Support Services. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments by the Director of Support Services up to a maximum of twelve (12) months.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

11.1. **MEDICAL, DENTAL, AND VISION COVERAGE.**

Medical, dental, and vision coverage is provided by County and employee contributions through the Northern California General Teamsters' Security Fund Plan Select Plus with Plan E (with an HSA) as an option and Teamsters Retiree Trust for the Trades and Crafts unit. The County contributions to medical, dental, and vision coverage shall be as provided in section

11.2 ~~The County medical contributions are based upon the PERS Choice plan (85% of the~~

~~Employee-Only medical premium cost and 65% in the dependent costs, both amounts shall be converted to monthly maximum dollar amounts) as provided in section 11.3 below.~~ The County dental contribution is based upon the County's dental plan rate. The County vision plan contribution is based upon the County-sponsored vision plan rate.

The Teamsters acknowledge that they are fully responsible for the administration and management of the Teamsters Select Plus Plan, Teamsters Plan E, and Teamsters Retiree Trust. Teamsters also agree to notify the County's Payroll Department of any change to an employee's enrollment within Teamsters health plans within seven (7) days of receipt of such notification from the employee.

11.2. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at:

<https://www.shastacounty.gov/personnel/page/medical-rates>

https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx.

~~11.3. CONTRIBUTIONS IN SUBSEQUENT YEARS.~~

~~For 2020, the County will maintain its contributions to the Teamsters health insurance plan based on a contribution formula for the PERS Choice plan for those calendar years (85% of the Employee-Only medical premium cost and 65% in the dependent costs, both amounts shall be converted to monthly maximum dollar amounts).~~

~~Beginning in December 2020 for premiums applied to January 2021 coverage and going forward, the County will maintain its contributions to the Teamsters health insurance plan based upon a two-step contribution formula:~~

~~A. Step One: The County will calculate health contributions based upon eighty five percent (85%) of the Single Party medical premium cost and sixty five percent (65%) of the Two Party and Family medical premium cost categories of the PERS Choice plan using the current year rates.~~

~~B. Step Two: The County will determine the difference between the current year premium and the 2019 PERS Choice baseline premium amount. The County and the employee will then split equally the difference in costs, whether an increase or decrease from the 2019 PERS Choice baseline premium amounts.~~

<u>PERS Choice Plan</u>	<u>2019 Monthly Premium Amount</u>
Employee	\$866.95
Employee + 1	\$1,733.90
Employee + Family	\$2,254.07

~~If the cost increases, half of the increased costs will be subtracted from the county contribution amount determined in Step One. If the cost decreases, an amount totaling half of the decreased cost will be added to the county contribution as determined in Step One.~~

- ~~1. The County shall continue to contribute an amount equal to at least four percent (4%) gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability. In addition, the Auditor/Controller agrees to apply an amount equal to the 50% increase to the 2019 PERS Choice baseline premium amount to begin in January 2021 and then going forward each year, to either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability as he/she deems appropriate.~~

A. County Health Insurance Contributions

Beginning in December 2021 for premiums applied to January 2022, the County will calculate its health contributions to the Teamster health insurance plan based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold.

Beginning in December 2022 for premiums applied to January 2023 coverage, and in each subsequent year, the County will calculate the difference in costs between the previous year's total medical premium costs and the current year's total medical premium costs for Employee Only, Employee Plus One and Employee Plus Family categories based upon PERS Gold. The County and the employee will split the difference in costs (50%/50%), whether an increase or decrease, and apply that toward their respective employer contribution and employee contribution amounts for all health plans from the previous year to determine the current year's contribution, up to a \$0 contribution.

The County's contribution level will also include the amount paid for the County's Dental Plan and Vision plans. The County will increase its monthly contribution by up to \$5.00 annually effective with the first pay period which includes January 1st of each year, should the dental premium increase.

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The employee contribution shall be paid for by the Teamsters' Shasta County Surplus Fund until such time as the Fund is exhausted, at which point the employee contribution shall be contributed through payroll deduction.

The County shall continue to contribute an amount equal to at least four percent (4%) of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability. In addition, beginning in 2023, the Auditor-Controller agrees to apply a cumulative amount equal to the 50% increase of the PERS Gold premium amount from the year before, to either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability.

~~Except as provided in this Article, any additional contribution necessary for the Teamsters' medical/dental plan, and required prefunding payback shall be paid by the employee through payroll deduction.~~

B. Remainder Amounts

Beginning in the first full month in 2023 following approval by the Board of Supervisors of this agreement and in each subsequent year thereafter, the County and Teamsters will calculate the difference between the monthly County contribution for those enrolled in the

PERS Gold health plan, a dental plan, and vision plan and the corresponding monthly tiered premiums of the Teamsters health benefit plans.

Should the County contribution be more than the full cost of the plan/tier elected by an eligible bargaining unit member for a Teamsters health benefit plan (Select Plus or Plan E), the remainder amount for each affected bargaining unit member ("remainder amount") shall be managed as follows:

Employees enrolled on Select Plus: The County shall place the remainder amount into a covered employee's account in a separate 401(a) Plan for purposes of this Section ("Remainder Amount 401(a) Plan"). The Remainder Amount 401(a) Plan deposit for covered employees who change tiers mid-year due to a qualifying event, will reflect the change in tier status.

Employees enrolled on Plan E Plus: The County shall place the remainder amount into one of the following accounts on behalf of each covered employee at the employee's election:

1. The employee's Remainder Amount 401(a) Plan account,
2. The employee's health savings account (HSA), or
3. A combination thereof towards the employee's Remainder Amount 401(a) Plan account and HSA.

The Remainder Amount 401(a) Plan or HSA deposit for covered employees who change tiers mid-year due to a qualifying event, will reflect the change in tier status.

In the event the monthly County contribution is less than the full premium of the Teamsters health benefit plan, no Remainder Amount 401(a) Plan or HSA deposit will be allocated.

The Remainder Amount 401(a) Plan established for this Article shall have no vesting period and is separate and distinct from the 401(a) Plan referenced in Section 11.12. of this Article.

During the initial time period before the Remainder Amount 401(a) Plan under this Section is setup, the County will maintain the accrued remainder amount contributions for each covered employee in a non-interest earning account. Such accrued remainder amount contributions will then be contributed in full to the applicable account of each covered employee at the time the Remainder Amount 401(a) Plan is setup and active.

11.34. SURPLUS FUND DEPLETION

The Teamsters agree to provide the County with a report outlining the expenditures of such surplus funds to verify use for employee benefit programs.

The County and Teamsters agree to meet and confer during the term of this Agreement to address funds related to County contributions for health insurance and how such funds will be used to benefit County employees in the future.

~~Effective within 30 days of the effective date of this Agreement, the County will provide past overfunded surplus residual premium funds to the Teamsters to use for other employee benefit~~

~~programs to be determined at the discretion of the Teamsters. The Teamsters also agree to provide the County with a report outlining the expenditures of such surplus funds to verify use for employee benefit programs.~~

11.45. COUNTY CONTRIBUTION TO RETIREES.

A. Eligible Unit Retirees hired prior to January 1, 2017 shall be covered by the Teamsters' Retiree Trust with the County's monthly obligation to contribute to premiums limited to the amounts referenced above in Section 11.2 ~~and 11.3~~ for Employee Only, Employee Plus One, and Employee Plus Family. ~~The amounts are monthly dollar amounts derived from the 85% for Employee Only and 65% for dependent costs under the PERS Choice for medical~~ premiums plus the County's Dental contributions for the actives.

B. For covered employees hired on or after January 1, 2017 who retire from active County service, the monthly retiree medical premium will be paid by the County to the Teamsters' Retiree Trust at the statutory minimum amount prescribed by Government Code section 22892. The retired employee will be responsible for paying the Teamsters' Retiree Trust the balance of the medical premium.

~~C. The Retirees shall pay the County an amount, annually determined to cover the difference not covered by the above County contributions and any applicable Teamsters' retiree surcharge. Any such retiree premiums are due no later than the 1st of each month and failure to pay within thirty (30) days of such due date with result in termination of coverage.~~

11.56. RETIREE CONTRIBUTION IN ABSENCE OF OTHER REQUIREMENTS.

Except as otherwise required by contractual obligation, the County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten (10) percent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.

11.67. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

A. The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the unit.

A.B. Effective the pay period following such time that the group life insurance policy can be amended, unit employees may purchase additional insurance in an amount up to three times their annual salary (up to a maximum of \$300,00) at the employee's own expense.

11.78. STATE DISABILITY INSURANCE.

Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll deductions. Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, compensatory time off or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits

will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Paid Family Leave Insurance will be administered as described above, except employees will be required to use other leave balances after Family Sick Leave (if appropriate) has been exhausted.

11.98. COUNTY CONTRIBUTIONS WHILE ON LEAVE.

A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

B. ~~Beginning in January 2004, in~~ cases wherein an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA/CFRA qualifying personal serious medical condition, the County may continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay for a maximum of six (6) pay periods. State disability benefits shall not be considered as pay. This provision shall be limited to those employees who, but for time served with the County would otherwise qualify for FMLA/CFRA coverage. Application for such continuation shall be made to the Director of Support Services.

11.940. IRS SECTION 125 BENEFIT PLAN.

Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998, and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

11.140. EMPLOYEE ASSISTANCE PROGRAM.

The County shall continue to provide an Employee Assistance Program and Policy during this contract period.

11.11.2 IMPACT OF AFFORDABLE CARE ACT (ACA)

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Teamsters agree to reopen Article 11 – Health and Welfare benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Teamsters, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.

11.12.3 401(a) PLAN

Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 11.54.A, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to enroll in retiree health benefits after retirement as provided in Article 11.54.B.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 11.~~45~~.A. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.~~45~~.A, the County will contribute the minimum contribution required under Government Code section 22892 as provided in Article 11.~~45~~.B. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.~~45~~.B shall be irrevocable.

The 401(a) Plan will be administered as follows:

- A. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.
- B. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

- C. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 12 RETIREMENT.

12.1. PERS MISCELLANEOUS EMPLOYEES.

The County shall provide all current employees (hired prior to May 8, 2011) under PERS the 2%@55 service retirement formula. Those hired after May 8, 2011, but prior to January 1, 2013, will be entered into the PERS 2%@60 retirement formula. The County shall pay the required employer contributions associated with this formula as determined by PERS. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2%@62 PERS formula as required by California state law.

12.2. PERS MISCELLANEOUS EMPLOYEES - EMPLOYEE CONTRIBUTIONS.

Employee contributions towards the retirement system shall be made in the following manner:

- A. All employees pay the full employee share (100%) of PERS pension contributions through payroll deduction unless otherwise required by California state law.
- B. Effective the pay period beginning January 5, 2020, all employees will pay an additional 1% towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction. Such deduction will be made pursuant to Government Code section 20516(f) until such time that the CalPERS retirement contract can be amended to provide for unit members to pay the additional 1% toward the Employer Contribution pursuant to Government Code section 20516(a). The County agrees to continue to apply 4% of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability and, in addition, agrees to apply its savings from the unit members additional 1% toward the Employer Contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability. Effective with the pay period beginning January 2, 2022, the County agrees to increase its contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability to 5% of gross salaries.
- C. The County's contract with PERS provides the employee-paid portion of PERS contributions is made on a pre-tax basis.

12.3. DETERMINATION OF FINAL COMPENSATION

- A. **Miscellaneous Employees.** Miscellaneous employees hired prior to May 8, 2011, shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (consecutive twelve (12) months).

B. **Change to Average of Highest Three Years.** Employees hired after May 8, 2011 shall have their retirement based on the average monthly compensation for the highest three years.

ARTICLE 13 PAID LEAVES

13.1. HOLIDAYS.

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

- 1 - January 1st, New Year's Day
- 2 - The third Monday in January, Martin Luther King, Jr. Day
- 3 - February 12, Lincoln's Birthday
- 4 - The third Monday in February, Presidents' Day
- 5 - The last Monday in May, "Memorial Day"
- 6 - July 4th, Independence Day
- 7 - The first Monday in September, "Labor Day"
- 8 - November 11, Veterans Day
- 9 - The fourth Thursday in November, "Thanksgiving Day"
- 10 - The day following Thanksgiving Day
- 11 - December 24th, Christmas Eve Day
- 12 - December 25th, Christmas Day

B. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services prior to January of each year, but such announcement shall not alter any provision of this article.

C. **Maximum Holiday Hours.** Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, (i.e., maximum of 96 hours per year).

D. **Observed Holidays.** The official holidays listed above shall be treated as observed holidays when the following occur:

1. When an official holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When an official holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

E. Work On An Official Holiday.

1. A regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in Section A., shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked (up to a maximum of 8 hours) plus straight time pay for assigned regular hours as full compensation for the official holiday. At employee's choice, the time and one-half portion may be taken in pay or as Holiday Credit subject to the provisions of this article.

2. A regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (50% or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

F. Work on an Observed Holiday. An employee working on an observed holiday shall not be eligible to receive time and one-half holiday compensation unless that employee works a five-day per week schedule with Saturdays and Sundays as normal days off.

G. Holiday Compensation.

1. Those employees working a five-day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.

2. Those employees not working a five-day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.

3. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the department head may, upon the request of the employee and with the concurrence of the Director of Support Services, extend the limit on accrued holiday time.

~~4.~~ ~~4.~~—An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

H. **Floating Holiday Hours.** With Department Head or his/her designee approval, an employee may elect to use up to eight hours of non-worked holiday pay per calendar year. Floating holiday hours must be used within the calendar year provided, do not carry over into the next calendar year, and cannot be cashed out. The floating holiday may not be broken into increments and must be used in the same manner as regular non-worked holiday pay (as a single workday). Regular part-time employees will be eligible for Floating Holiday on a pro-rata portion of their regularly scheduled hours.

13.2. SICK LEAVE.

A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.

B. **Usage.** Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. Employees may utilize sick leave as it is accrued. ~~No paid sick leave may be taken prior to the completion of three (3) months of continuous service.~~

C. **Sick Leave Usage in Lieu of Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the department head immediately or as soon as possible. The department head shall then make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.

D. **Family Illness/Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents. Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's department head. Immediate family means father, mother, spouse, son, daughter, sister or brother, grandparent, step grandparent, step parent, step child, step sister, step brother, grandchild, step grandchild, foster child, foster parents, qualifying domestic partner, or as otherwise stipulated by law.

E. **Verification of Illness.** Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the department head.

F. **Paid Sick Leave Law.** In accordance with the Paid Sick Leave Law (AB 1522), which goes into effect on July 1, 2015, the County will provide sick leave pursuant to the requirements under the law.

13.3. SICK LEAVE RETENTION INCENTIVE PAYMENT.

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37½%	\$6,000
20 or more	50%	\$6,000

13.4. SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF.

At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in Section 13.4. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless s/he repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

13.5 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.

The County amended its PERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

13.6. BEREAVEMENT LEAVE.

~~A. A. All employees are entitled up to five (5) work days of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code section 12945.7. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family. Any remaining bereavement leave time up to the maximum total of five (5) work days per immediate family death will be unpaid unless an employee at their own option chooses to use any available accrued paid leave (e.g., sick leave, vacation, compensatory time off)., including the immediate family of the spouse; provided however, that not more than two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the department head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters.~~

~~B. Bereavement leave need not be taken in consecutive days, but must be used up within three months of the date of death of the immediate family member.~~

~~C. The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.~~

~~A.D. "Immediate family member" means: husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parentstepparent, step child, step sister, step brother, step grandparent or step grandchild, and other such persons as may be identified in California Government Code 12945.7 concerning bereavement leave. Immediate family includes the immediate family of the spouse or registered domestic partner as well as foster parent, foster child, foster grandparent, foster grandchild, foster brother and foster sister.~~

~~B. Verification Bereavement Leave. Satisfactory proof of death may be required at the discretion of the department head for any use of Bereavement Leave.~~

13.7. JURY DUTY.

A. A regular employee who is required to serve on any grand jury or trial jury, or

who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) s/he receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.

B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.

C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

13.8. VACATION.

A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of ~~threesix~~ (36) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Service	Vacation Hours Accrued per Hour	Equivalent Days per Year	Maximum Hours Accrued
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Manual.

3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. **Payment for Vacation.**

1. **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

2. **Annual Payment.** Beginning in 20~~23~~¹⁷ for the 20~~24~~¹⁸ calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to ~~eighty~~^{twenty} (80~~20~~) hours – in five (5) whole hour increments- of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out failed to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. **Working for County During Vacation.** No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 14 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES

14.1. PUBLIC WORKS EMPLOYEES.

Employees who work in road maintenance, bridge maintenance, special crews, construction, and inspection, materials laboratory, and survey crews ~~shall be provided;~~ ten (10) shirts (in any combination of short and long sleeve), gloves, and one (1) set of rain gear to be laundered by the employee. Employees performing equipment maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts and pants to any or all of the above through a commercial service that would include laundering.

14.2. FACILITIES MANAGEMENT EMPLOYEES.

Unit employees who perform maintenance duties shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

14.3 IT CABLING TECHNICIAN.

Employees in the position of IT Cabling Technician required to wear a County shirt by the Department Head, shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

14.4. JAIL COOKS / LAUNDRY OPERATOR - UNIFORMS.

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II and Laundry Operator: 2 "baseball" caps; 5 shirts with# patches; 5 pairs of pants; 1 black leather belt with key ring; 1 brass name badge; and other law enforcement equipment or items that the Sheriff deems necessary. Only those items of clothing or equipment deemed by the Sheriff as needed by the employee will be issued. Replacement shall be limited to those articles found by the Sheriff to be no longer serviceable by reason of use in the line of duty.

14.5. JUVENILE HALL COOKS - UNIFORMS.

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II: 3 shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

14.6. COUNTY PROPERTY.

All uniforms and other equipment issued by the County for personal use by an employee shall remain County property.

14.7. TOOL ALLOWANCE.

The County will provide a tool allowance on or about January 1 of each year per eligible employee then employed. The amount shall be ~~\$1,000~~^{\$300}. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works and Fleet Management Division. Cabling Technicians and Telecommunications Technicians in the Information Systems Department will become eligible for a \$300 per year tool allowance paid in the same manner as that referred to above.

14.8. BOOT ALLOWANCE.

The County will provide a boot allowance of \$250 per year on or about January 1 of each year

per eligible employee then employed. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her own safe footwear.

14.9. PAYMENT FOR COMMERCIAL DRIVER'S LICENSE RENEWAL.

County will pay the fee for renewal of the Class A Driver's License for persons serving in classifications for which that license is a condition of continued employment.

14.10. REIMBURSEMENT FOR MEALS AND TRAVEL EXPENSES.

(Refer to Chapter 21 of the Personnel Rules, Travel and Other Expenses, for the complete policy on meal and travel reimbursement).

In 2001, the County and the Union agreed that: If a Public Works employee is called to work by management outside of his or her normally scheduled work week (including being called to work on a weekend, holiday, regularly scheduled off day in an alternative work schedule, vacation day off or compensatory time off) but not including time worked beyond a regularly scheduled work shift which is covered in a different Section) in response to snow storms, for emergency traffic control, to assist with hazardous materials response, or other similar emergency situations as determined by the department head, the employee may be paid an in-lieu-of-a-meal allowance. If the employee works four (4) hours or more, as described above, he or she will receive \$11.33 in-lieu-of-a-meal allowance. If the employee works eight (8) hours or more, as described above, he or she will receive \$22.66 in lieu-of-a-meal allowance. No receipts are required for this allowance and no other food or meal allowance will be paid in these situations. When the County adjusts the meal per diem, these amounts will also be adjusted based on the same formula used to set the current rate. (for example current rate = $\$6 + 10 + 18 = 34/3 = \11.33×1 , $\$11.33 \times 2 = \22.66)

ARTICLE 15 PROBATIONARY PERIOD

15.1. INITIAL PROBATION.

Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

15.2. PROMOTIONAL PROBATION.

Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of six (6) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

15.3. PROBATION ON TRANSFER OR DEMOTION.

For good cause shown, a department head may require a six (6) months probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal.

15.4. EXTENSION OF PROBATIONARY PERIODS.

Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

15.5. REJECTION FROM PROBATION.

Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

ARTICLE 16 DISCIPLINARY ACTION

16.1. GENERAL.

The tenure and status of every employee covered by this agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action.

The procedures set forth in this Article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the County Board of Supervisors.

Any appointing authority, may initiate disciplinary action for cause. As used in this section, "appointing authority" shall mean an elected or appointed department head, or his/her designee, who initiates the disciplinary action.

The procedures set forth in this Article shall not preclude an employee from entering into a written agreement with the County to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for, as part of that written settlement agreement.

16.2. BASIS FOR DISCIPLINARY ACTION.

Disciplinary action, up to and including termination of employment may be taken against any employee for unsatisfactory performance or for misconduct including, but are not limited to, the following:

1. Absence without leave.
2. Misfeasance, malfeasance, nonfeasance or neglect of duty.
3. Incompetence.
4. Inefficiency.
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
6. Negligent or willful damage to public property.
7. Waste or misuse of public supplies or equipment.
8. Discourteous treatment of members of the public or public officers or employees while on duty.
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the

Health and Safety Code.

10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
11. Conviction of any criminal act involving moral turpitude.
12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
13. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
14. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech.
15. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
16. Fraud in obtaining County employment.
17. Violation of any of the provisions of the personnel manual or any rule, policy, or regulation adopted pursuant to this contract or law.
18. Violation of the County's Policy Against Discrimination Harassment.

16.3. BASIS FOR OTHER TERMINATION FOR CAUSE.

Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections 16.5 A, B, and C (introductory paragraph) only. (Not disciplinary in nature).

16.4. TYPES OF DISCIPLINE.

The types of discipline recognized for purposes of applying one of the appeal procedures under this Article are:

- A. **Written Reprimand.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the department head, or designee. Within five (5) working days thereafter, the department head, or designee shall respond to the

employee in writing by either granting or denying the appeal. Such response shall be final.

B. Intermediate Disciplinary Action. Suspension without pay, demotion, or reduction in base pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 16.5 A. and B. below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Manual. In addition to appealing to the Board of Employee Appeals, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing before the Employee Board of Appeals with the goal of resolving the issue prior to the formal hearing before the Employee Board of Appeals.

C. Severe Disciplinary Action. Discharge. Proposed severe disciplinary actions must be reviewed the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section 16.3 above shall be afforded the procedural protections of Section 16.5 below.

16.5. **APPEAL PROCEDURES.**

Except as otherwise required by the State Merit System for employees covered thereby, the below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

A. Notice. The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 6. above.

B. Employee's Response.

1. Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final action cannot be presented in any subsequent proceeding.

2. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

C. Management Representative's Decision.

Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific findings made against the employee and the effective date of the action. Service by certified mail is effective upon the Postal Service's final attempt to deliver the statement.

1. This statement shall clearly inform the employee that s/he, through the Union, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in section D. below or the Board of Employee Appeals pursuant to the Personnel Manual, to contest the action of the management representative. The request must be filed by the employee, through the Union with the Personnel Director.

2. If, within the initial five (5) working day appeal period the employee, through the Union, does not file said appeal, the action of management representative shall be considered conclusive.

D. **Appeal of Discharge.** Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five-day appeal period, the employee, through the Union, files notice of appeal of discharge, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing with the Employee Board of Appeals or an Arbitrator with the goal of resolving the issue prior to the formal hearing.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, s/he may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he will testify truthfully.
5. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
6. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Union.
7. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action or other termination for cause as defined above. S/he shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one session without the mutual consent of the County and the Union.

8. The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the County.

16.6. SUMMARY SUSPENSION.

Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

16.7. RIGHT TO REPRESENTATION.

An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Union, an employee representative or an attorney retained by the employee at the employee's expense.

ARTICLE 17 MISCELLANEOUS.

17.1. CONTRACTING OUT.

When the County elects to contract out work which is regularly performed by unit employees, and when such contract will result in a loss of regular County positions or a reduction in regular hours, the County will give reasonable notice of its decision to the Union to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

17.2. WORK REASSIGNMENTS/LAYOFF PERIOD.

If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one year following the effective date of lay off.

17.3. REEMPLOYMENT AFTER LAYOFF.

Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County position within three (3) months of layoff will not lose County seniority for purposes of layoff, vacation accrual, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

17.4 LEAVES OF ABSENCE WITHOUT PAY.

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum twelve months and requires the approval of the Director of Support Services. A leave without pay shall not extend beyond twelve months except in cases to comply with external legal requirements such as for medical or disability accommodation.

17.5 JOINT ISSUES FORUM.

A member of the Unit and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.

17.6 RESTRICTION ON PROMOTIONS.

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and Director of Support Services approval for extraordinary reasons.

17.7 LOSS OF CDL LICENSE.

Should an employee whose position requires a valid Commercial Drivers License (CDL) have that license suspended for a period of one hundred twenty (120) days or less and that suspension is not final, the department will attempt to accommodate the loss by assigning him/her to non CDL-required work, allow the use of appropriate accrued paid leave, or if no appropriate accrued paid leave is available, allow an unpaid leave of absence up to a combined maximum of one hundred twenty (120) days.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1. Definitions.

A. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one of the policies listed in Article 20 - Personnel Manual which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of County Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

B. **Grievant.** A grievant is an employee covered by the agreement who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

18.2. Informal Resolution.

Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if s/he receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

18.3. Formal Process.

A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager (or designee) shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.

B. **Step 2:** If the grievant is not satisfied with the written answer from his/her manager, the grievant may, within seven (7) days from the receipt of such answer, file

a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

C. **Step 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up source). Such Mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing.

18.4. **Grievance Board.**

A. The Grievance Board, whom shall all serve as neutrals shall consist of three (3) members as follows:

1. A department head or assistant department head of a County department other than in which the aggrieved employee is assigned, to be appointed by the County Administrative Officer,
2. A County employee represented and designated by the Union, and
3. The County Director of Support Services or his designee, who shall serve as chairperson.

B. The Union designee shall be granted release time to participate in the activities of the Grievance Board.

18.5. **General Provisions.**

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

B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.

C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.

D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or department head may consult with the Personnel Director.

E. Time limits and formal steps may be waived by mutual written consent of the parties.

F. Proof of service shall be accomplished by certified mail or personal service.

G. The County Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the County Personnel Office

18.6. Complaint Procedure.

An employee may bring non-grievable items to the attention of the department head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Director of Support Services for consideration and final decision.

ARTICLE 19 PEACEFUL PERFORMANCE

19.1. NO STRIKES OR LOCKOUTS

A. During the term of this agreement, neither the Union nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or good to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Union's or its members' agreement to a change in working conditions.

B. The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees, or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible, provided that the picket signs clearly state that the picketing is informational only.

C. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such an effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

19.2. DISCIPLINE.

Any employee who participates in any activity prohibited by Section 19.1 of this Article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 16, Disciplinary Action.

19.3. REMEDIES FOR BREACH.

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 19.1 of this Article is violated, without prior resort to any dispute resolution procedure provided under this agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE 20 PERSONNEL RULES

20.1. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Rules.

20.2. If during the term of this agreement the County desires to amend the following provisions of the Personnel Rules except for purposes of compliance with requirements of law the County shall give notice to the Union and provide an opportunity to meet and confer on any proposed substantive changes. Should the Union choose to meet and confer, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Union shall meet and confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Manual are covered by this Article:

1. Voluntary Time Off Without Pay
2. Leaves of Absence
3. Drug/Alcohol Testing Policy
4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.
5. Layoff Provisions

20.4. The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

ARTICLE 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER

21.1. Full Understanding.

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

21.2. No Interim Bargaining.

A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and

agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this agreement shall remain in full force and effect for the term of this agreement.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

21.3. Modification.

A. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.

B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

21.4. Waiver.

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

21.5. Controlling Authority.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

21.6. Savings Provision.

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this Article, should a provision or application be deemed invalid by a court of competent jurisdiction or as the result of a statutory or regulatory change, the parties shall, upon written request of either party, meet not later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions so affected.

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FOR THE COUNTY OF SHASTA:

FOR TEAMSTERS:

Gage C. Dungy, Labor Negotiator

Dave Hawley, Business Agent, Local #137

| _____
~~Angela Davis~~Shelley Forbes, Director of Support Services

Bill Wood, Member

| _____
~~Shelley Forbes~~Monica Fugitt, Team Member

~~Bill Hermann~~Larry Ward, Team Member

Kari Kibler, Team Member

Bryan Holmes, Team Member

| _____
Kristen Racki, Team Member

| _____
~~Andy Watkins~~Cody Jenkins, Team Member

Dated: _____

Dated: _____

ATTACHMENT A			
		Current (Prior to 1/1/20230	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	<u>375373</u>	<u>28292539</u>	<u>36113241</u>
ADULT CUSTODY COOK II	<u>398396</u>	<u>31652841</u>	<u>40403626</u>
ADULT CUSTODY COOK III	427	3646	4653
COOK I	<u>375363</u>	<u>28292418</u>	<u>36113086</u>
COOK II	<u>398386</u>	<u>31652706</u>	<u>40403453</u>
CUSTODIAN I	<u>375349</u>	<u>28292259</u>	<u>36112883</u>
CUSTODIAN II	<u>385359</u>	<u>29712371</u>	<u>37913027</u>
EQUIPMENT MECHANIC	<u>456456</u>	<u>42013807</u>	<u>53614859</u>
FLEET MECHANIC	<u>438438</u>	<u>38473487</u>	<u>49104451</u>
FLEET MECHANIC HELPER	<u>398398</u>	<u>31652869</u>	<u>40403661</u>
GROUND MAINTENANCE WORKER I	<u>375369</u>	<u>28292490</u>	<u>36113178</u>
GROUND MAINTENANCE WORKER II	<u>395389</u>	<u>31192745</u>	<u>39813504</u>
IT CABLING TECHNICIAN	<u>446420</u>	<u>40013194</u>	<u>51064076</u>
LEAD GROUND MAINTENANCE WKR	<u>430429</u>	<u>37003337</u>	<u>47224259</u>
LEAD MAINTENANCE WKR	<u>456456</u>	<u>42013807</u>	<u>53614859</u>
LEAD WATER/WASTEWATER OPERATOR	<u>494494</u>	<u>50564583</u>	<u>64545849</u>
MAINTENANCE MECHANIC I	<u>386386</u>	<u>29852706</u>	<u>38103453</u>
MAINTENANCE MECHANIC II	<u>416416</u>	<u>34563132</u>	<u>44113998</u>
MECHANICAL CRAFTS WORKER I	<u>439439</u>	<u>38663504</u>	<u>49344472</u>
MECHANICAL CRAFTS WORKER II	<u>449449</u>	<u>40593679</u>	<u>51814696</u>
PARTS STOREKEEPER	<u>431431</u>	<u>37183370</u>	<u>47464301</u>
ROAD MAINTENANCE WORKER I	<u>401401</u>	<u>32122911</u>	<u>40993715</u>
ROAD MAINTENANCE WORKER II	<u>421421</u>	<u>35413209</u>	<u>45194096</u>
ROAD MAINTENANCE WORKER III	<u>441441</u>	<u>39043538</u>	<u>49834516</u>
SPECIAL CREWS WORKER III	<u>441441</u>	<u>39043538</u>	<u>49834516</u>
STRUCTURAL CRAFTS WORKER	439	3504	4472
TELEPHONE COMMUNICATIONS TECH	<u>472446</u>	<u>45423626</u>	<u>57974628</u>
WATER/WASTEWATER OPERATOR I	<u>449449</u>	<u>40593679</u>	<u>51814696</u>
WATER/WASTEWATER OPERATOR II	<u>479479</u>	<u>46994259</u>	<u>59985436</u>
WATER/WASTEWATER OPERATOR TRNE	<u>419419</u>	<u>35073178</u>	<u>44754056</u>
WELDER MECHANIC	<u>456456</u>	<u>42013807</u>	<u>53614859</u>

ATTACHMENT B			
		Beginning Effective With Pay Period Beginning 1/5/2020 2/26/2023	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	<u>375373</u>	<u>28992641</u>	<u>37013370</u>
ADULT CUSTODY COOK II	<u>398396</u>	<u>32452954</u>	<u>41413771</u>
<u>ADULT CUSTODY COOK III</u>	<u>427</u>	<u>3737</u>	<u>4770</u>
COOK I	<u>375363</u>	<u>28992515</u>	<u>37013210</u>
COOK II	<u>398386</u>	<u>32452814</u>	<u>41413591</u>
CUSTODIAN I	<u>375349</u>	<u>28992349</u>	<u>37012998</u>
CUSTODIAN II	<u>385359</u>	<u>30452466</u>	<u>38863148</u>
EQUIPMENT MECHANIC	<u>456456</u>	<u>43063960</u>	<u>54955053</u>
FLEET MECHANIC	<u>438438</u>	<u>39433626</u>	<u>50334629</u>
FLEET MECHANIC HELPER	<u>398398</u>	<u>32452984</u>	<u>41413808</u>
GROUND MAINTENANCE WORKER I	<u>375369</u>	<u>28992590</u>	<u>37013305</u>
GROUND MAINTENANCE WORKER II	<u>395389</u>	<u>31972855</u>	<u>40803644</u>
IT CABLING TECHNICIAN	<u>446420</u>	<u>41013322</u>	<u>52344239</u>
LEAD GROUND MAINTENANCE WKR	<u>430429</u>	<u>37933470</u>	<u>48414429</u>
LEAD MAINTENANCE WKR	<u>456456</u>	<u>43063960</u>	<u>54955053</u>
LEAD WATER/WASTEWATER OPERATOR	<u>494494</u>	<u>51834766</u>	<u>66156083</u>
MAINTENANCE MECHANIC I	<u>386386</u>	<u>30602814</u>	<u>39053591</u>
MAINTENANCE MECHANIC II	<u>416416</u>	<u>35423257</u>	<u>45214158</u>
MECHANICAL CRAFTS WORKER I	<u>439439</u>	<u>39633644</u>	<u>50574651</u>
MECHANICAL CRAFTS WORKER II	<u>449449</u>	<u>41613826</u>	<u>53114884</u>
PARTS STOREKEEPER	<u>431431</u>	<u>38113505</u>	<u>48644473</u>
ROAD MAINTENANCE WORKER I	<u>401401</u>	<u>32923027</u>	<u>42013863</u>
ROAD MAINTENANCE WORKER II	<u>421421</u>	<u>36303338</u>	<u>46324260</u>
ROAD MAINTENANCE WORKER III	<u>441441</u>	<u>40023680</u>	<u>51074697</u>
SPECIAL CREWS WORKER III	<u>441441</u>	<u>40023680</u>	<u>51074697</u>
STRUCTURAL CRAFTS WORKER	<u>439</u>	<u>3644</u>	<u>4651</u>
TELEPHONE COMMUNICATIONS TECH	<u>472446</u>	<u>46553771</u>	<u>59424813</u>
WATER/WASTEWATER OPERATOR I	<u>449449</u>	<u>41613826</u>	<u>53114884</u>
WATER/WASTEWATER OPERATOR II	<u>479479</u>	<u>48174429</u>	<u>61475653</u>
WATER/WASTEWATER OPERATOR TRNE	<u>419419</u>	<u>35943305</u>	<u>45874219</u>
WELDER MECHANIC	<u>456456</u>	<u>43063960</u>	<u>54955053</u>

ATTACHMENT C			
		Beginning Effective With _____ Pay Period Beginning <u>1/3/2024</u> <u>12/17/2023</u>	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	<u>375373</u>	<u>29722720</u>	<u>37933472</u>
ADULT CUSTODY COOK II	<u>398396</u>	<u>33263043</u>	<u>42443884</u>
<u>ADULT CUSTODY COOK III</u>	<u>427</u>	<u>3831</u>	<u>4889</u>
COOK I	<u>375363</u>	<u>29722590</u>	<u>37933306</u>
COOK II	<u>398386</u>	<u>33262898</u>	<u>42443699</u>
CUSTODIAN I	<u>375349</u>	<u>29722419</u>	<u>37933088</u>
CUSTODIAN II	<u>385359</u>	<u>31212540</u>	<u>39833242</u>
EQUIPMENT MECHANIC	<u>456456</u>	<u>44134078</u>	<u>56335205</u>
FLEET MECHANIC	<u>438438</u>	<u>40423735</u>	<u>51594767</u>
FLEET MECHANIC HELPER	<u>398398</u>	<u>33263073</u>	<u>42443922</u>
GROUND MAINTENANCE WORKER I	<u>375369</u>	<u>29722667</u>	<u>37933405</u>
GROUND MAINTENANCE WORKER II	<u>395389</u>	<u>32772941</u>	<u>41823753</u>
IT CABLING TECHNICIAN	<u>446420</u>	<u>42033421</u>	<u>53644367</u>
LEAD GROUND MAINTENANCE WKR	<u>430429</u>	<u>38883575</u>	<u>49624562</u>
LEAD MAINTENANCE WKR	<u>456456</u>	<u>44134078</u>	<u>56335205</u>
LEAD WATER/WASTEWATER OPERATOR	<u>494494</u>	<u>53124909</u>	<u>67806266</u>
MAINTENANCE MECHANIC I	<u>386386</u>	<u>31362898</u>	<u>40033699</u>
MAINTENANCE MECHANIC II	<u>416416</u>	<u>36313355</u>	<u>46344282</u>
MECHANICAL CRAFTS WORKER I	<u>439439</u>	<u>40623753</u>	<u>51844790</u>
MECHANICAL CRAFTS WORKER II	<u>449449</u>	<u>42653941</u>	<u>54435030</u>
PARTS STOREKEEPER	<u>431431</u>	<u>39063610</u>	<u>49864607</u>
ROAD MAINTENANCE WORKER I	<u>401401</u>	<u>33743118</u>	<u>43063979</u>
ROAD MAINTENANCE WORKER II	<u>421421</u>	<u>37203438</u>	<u>47484388</u>
ROAD MAINTENANCE WORKER III	<u>441441</u>	<u>41023790</u>	<u>52354838</u>
SPECIAL CREWS WORKER III	<u>441441</u>	<u>41023790</u>	<u>52354838</u>
STRUCTURAL CRAFTS WORKER	<u>439</u>	<u>3753</u>	<u>4790</u>
TELEPHONE COMMUNICATIONS TECH	<u>472446</u>	<u>47723884</u>	<u>60904957</u>
WATER/WASTEWATER OPERATOR I	<u>449449</u>	<u>42653941</u>	<u>54435030</u>
WATER/WASTEWATER OPERATOR II	<u>479479</u>	<u>49374562</u>	<u>63015823</u>
WATER/WASTEWATER OPERATOR TRNE	<u>419419</u>	<u>36843405</u>	<u>47024345</u>
WELDER MECHANIC	<u>456456</u>	<u>44134078</u>	<u>56335205</u>

ATTACHMENT D			
		Beginning With Effective Pay Period Beginning 1/2/2022 12/15/2024	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	<u>375373</u>	<u>30312801</u>	<u>38693576</u>
ADULT CUSTODY COOK II	<u>398396</u>	<u>33923134</u>	<u>43294000</u>
<u>ADULT CUSTODY COOK III</u>	<u>427</u>	<u>3907</u>	<u>4987</u>
COOK I	<u>375363</u>	<u>30312668</u>	<u>38693405</u>
COOK II	<u>398386</u>	<u>33922985</u>	<u>43293840</u>
CUSTODIAN I	<u>375349</u>	<u>30312492</u>	<u>38693180</u>
CUSTODIAN II	<u>385359</u>	<u>31842616</u>	<u>40633339</u>
EQUIPMENT MECHANIC	<u>456456</u>	<u>45024201</u>	<u>57455364</u>
FLEET MECHANIC	<u>438438</u>	<u>41233847</u>	<u>52624910</u>
FLEET MECHANIC HELPER	<u>398398</u>	<u>33923165</u>	<u>43294039</u>
GROUND MAINTENANCE WORKER I	<u>375369</u>	<u>30312747</u>	<u>38693507</u>
GROUND MAINTENANCE WORKER II	<u>395389</u>	<u>33433029</u>	<u>42663866</u>
IT CABLING TECHNICIAN	<u>446420</u>	<u>42873524</u>	<u>54724498</u>
LEAD GROUND MAINTENANCE WKR	<u>430429</u>	<u>39663682</u>	<u>50614699</u>
LEAD MAINTENANCE WKR	<u>456456</u>	<u>45024201</u>	<u>57455364</u>
LEAD WATER/WASTEWATER OPERATOR	<u>494494</u>	<u>54195056</u>	<u>69166454</u>
MAINTENANCE MECHANIC I	<u>386386</u>	<u>31992985</u>	<u>40833840</u>
MAINTENANCE MECHANIC II	<u>416416</u>	<u>37033456</u>	<u>47274411</u>
MECHANICAL CRAFTS WORKER I	<u>439439</u>	<u>41433866</u>	<u>52884934</u>
MECHANICAL CRAFTS WORKER II	<u>449449</u>	<u>43504059</u>	<u>55525184</u>
PARTS STOREKEEPER	<u>431431</u>	<u>39853718</u>	<u>50854746</u>
ROAD MAINTENANCE WORKER I	<u>401401</u>	<u>34423212</u>	<u>43924099</u>
ROAD MAINTENANCE WORKER II	<u>421421</u>	<u>37953541</u>	<u>48434519</u>
ROAD MAINTENANCE WORKER III	<u>441441</u>	<u>41843904</u>	<u>53404983</u>
SPECIAL CREWS WORKER III	<u>441441</u>	<u>41843904</u>	<u>53404983</u>
STRUCTURAL CRAFTS WORKER	<u>439</u>	<u>3866</u>	<u>4934</u>
TELEPHONE COMMUNICATIONS TECH	<u>472446</u>	<u>48674000</u>	<u>62125106</u>
WATER/WASTEWATER OPERATOR I	<u>449449</u>	<u>43504059</u>	<u>55525184</u>
WATER/WASTEWATER OPERATOR II	<u>479479</u>	<u>50364699</u>	<u>64275998</u>
WATER/WASTEWATER OPERATOR TRNE	<u>419419</u>	<u>37583507</u>	<u>47964476</u>
WELDER MECHANIC	<u>456456</u>	<u>45024201</u>	<u>57455364</u>

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF SHASTA
AND
GENERAL TEAMSTERS LOCAL #137
(SHASTA COUNTY TRADES AND CRAFTS UNIT)



JANUARY 1, 2023 - DECEMBER 31, 2025

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ARTICLE 1 PARTIES

1.1. This Agreement is entered into by and between the County of Shasta (hereinafter referred to as "County") and General Teamsters Local #137 (hereinafter referred to as or "Union").

1.2. Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE 2 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this agreement, the following agents or his/her designee have been identified:

2.1. County's principal authorized agent shall be:
County Executive Officer
County of Shasta
1450 Court Street, Room 308A
Redding, CA 96001
Telephone: (530) 225-5561
FAX#: (530) 229-8238

2.2. Union's principal authorized agent shall be:
Secretary-Treasurer
General Teamsters Local #137
3540 South Market Street
Redding, CA 96001-3888
Telephone: (530) 243-0232
FAX #: (530) 243-3115

ARTICLE 3 RECOGNITION

The County recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time employees (1/2 time or more) in the Trades and Crafts Bargaining Unit, excluding all management, extra help, and confidential employees. See Attachment A for a list of classifications covered by this Agreement.

ARTICLE 4 TERM AND REOPENERS

4.1 TERM.

The term of this agreement is from, January 1, 2023, to and inclusive of December 31, 2025. Unless otherwise provided herein, any changes caused by the approval of this agreement shall be implemented as of the first of the payroll period immediately following its formal adoption by the Board. During the month of September of the last year of this agreement, either party may serve notice to commence negotiations on a successor agreement. If notice is served by either party negotiations shall begin no later than ninety (90) days prior to the term of this agreement or on a later date by mutual agreement.

4.2 REVIEW OF FUNDING METHOD OF EMPLOYEE BENEFIT COVERAGE.

The parties will explore an alternative method of funding and structure of unit members' health coverage as a subject in the Joint Issues Forum. Such potential methods shall be limited to those which would cause no expansion of total cost of County contributions over the method approved herein. Any result that changes the amount of County contributions will apply to this

unit as well as other units.

ARTICLE 5 UNION RIGHTS

5.1. RELEASE TIME.

A. **Job Stewards.** The Union shall provide written notice to the County of the employees serving as Job Stewards. Each Steward shall be permitted two (2) hours of release time per month to conduct Union business. Such time not used during the month shall be lost and not cumulative into future months. Release time to conduct Union business shall be scheduled in advance with the approval of the department head or his designee. Approval of such release time shall not be unreasonably withheld.

B. **Stewards.** The County shall recognize up to six (6) employees designated by the Union as Stewards. A County employee who is designated as a Steward shall be provided a reasonable amount of release time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying his/her immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.

C. **Meet and Confer.** In meetings with County management for the purpose of meeting and conferring on matters within the scope of bargaining, the Union may be represented by not more than four (4) employees unless a greater number is agreed to by the County. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any County department.

5.2. BULLETIN BOARDS.

In departments of more than five (5) employees represented by the Union which bulletin board space, the department head shall designate at least one posting space in each non-contiguous location for use by the Union. No posting shall be made on County premises on space other than that provided except for postings relating solely to social activities of the Union. Bulletin boards shall be used only to inform employees of the procedure for joining the Union, notification of meetings, internal organizational elections or other similar internal business matters. Bulletin boards shall not be used for presenting arguments, making charges, or for matters which may adversely reflect upon the effectiveness of the County.

5.3. ACCESS TO EMPLOYEES/COUNTY FACILITIES.

The Union shall, upon request, be granted the use of general meeting space by each department head before or after the regular work shift, except in cases in which such permission will interfere with the duties of the department. In the case of the departments with continuing or staggered shifts, arrangements shall be made for space at other suitable locations which will not interfere with the operation of the department.

A department head shall, upon reasonable advance notice, permit authorized employee representatives to contact individual employees in County facilities during working hours if such contact is not disruptive to County business and does not occur with undue frequency. Employees shall not be approached in the field except upon expressed approval of the department head or his/her authorized representative.

Membership solicitation, collection of dues, or other general organizational business shall not be conducted on County time, nor in areas generally not open to the public except as may occur during scheduled meetings before or after a regular work shift.

5.4. PERSONNEL REPORTS.

The County will, to the extent practicable, provide, upon request, with reasonable advance notice, the Union with the Termination Listing. The County shall provide this reports published.

5.5 NEW EMPLOYEE ORIENTATION ACCESS AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION.

A. **New Employee Orientation Access.** The Union will be provided at least ten calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by bargaining unit.

1. No more than two (2) representatives may present Union membership information.
2. Management representatives will excuse themselves during the Union portion of the orientation.
3. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with County activities.
4. County employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Union provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Union will be provided a written explanation of why the employee could not be released.

B. Disclosure of Employee Contact Information.

1. The County will provide the Union a digital file via email to the email address designated by the Association containing the following information to the extent the County has it on file:
 - i. Name.
 - ii. Job title.
 - iii. Department.

- iv. Work location.
 - v. Work, home and personal cellular telephone numbers.
 - vi. Personal email addresses on file with the County (new hires only).
 - vii. Home address.
- 2. Such information will be provided at the end of each month for new hires and employees promoted into a classification represented by the bargaining unit and quarterly for all bargaining unit employees.
 - 3. An employee may opt out via written request to the County, with a copy to the Union, to direct the County to withhold disclosure of the employee's:
 - i. Home address.
 - ii. Home telephone number.
 - iii. Personal cellular telephone number.
 - iv. Personal email address.
- Birth date.

ARTICLE 6 UNION SECURITY

6.1. REPRESENTATION.

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees regardless of whether or not they are dues-paying members of the Association.

6.2. PAYROLL DEDUCTION.

The Union shall have regular dues/fees and insurance premiums deducted from employee's pay warrants. Payroll deductions shall be made only upon written authorization of the individual employee on a form provided and maintained by the Union. The County shall make any such authorized employee deductions based on certification from the Union and provide reports of these transactions to the Union. Payroll shall commence making a dues deduction from the employee's paycheck effective the first full pay period after the date of notification to the County of the authorization.

An employee who transfers, demotes, or promotes into this unit shall be treated as a new employee for purposes of payroll deduction authorization.

6.3. ENFORCEMENT / SEVERABILITY.

In the event that any provision of the article is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree that the County will cease abiding by such provision. In the event that the Agency Fee provision that was in this Article previously in the January 1, 2017 to December 31, 2019 MOU is once again enforceable, the County agrees to reinstate its provisions to the extent permissible by law.

6.4. INDEMNIFY AND HOLD HARMLESS.

The Union fully indemnifies and holds the County, it's officers and employees acting on behalf of the County, harmless, and agrees to defend the County, it's officers 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 7 COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to the following:

- A. To manage and direct its business and personnel.
- B. To manage, control, and determine the mission of its departments, building facilities, and operations.
- C. To create, change, combine or abolish jobs, policies, departments and facilities in whole or in part.
- D. To subcontract or discontinue work for economic or operational reasons.
- E. To lay off employees.
- F. To direct the work force.
- G. To increase or decrease the work force and determine the number of employees needed.
- H. To hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees.
- I. To establish work standards, schedules of operation and reasonable work loads.
- J. To specify or assign work requirements and require overtime.
- K. To schedule working hours and shifts.
- L. To adopt rules of conduct and penalties for violation thereof.
- M. To determine the type and scope of work to be performed by County employees and the services to be provided.
- N. To classify positions.
- O. To establish initial salaries of new classifications after notification of the Union.
- P. To determine the methods, processes, means, and places of providing

services.

Q. To take whatever action necessary to prepare for and operate in an emergency.

7.2. Except in an emergency, County decisions shall not supersede the provisions of this agreement. Actions taken by the County to meet an emergency that are not in compliance with this agreement shall be in effect only for the duration of the emergency.

7.3. The exercise of such rights shall not preclude the Union from conferring with County representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 8 NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

8.1. NON-DISCRIMINATION

The County and the Union agree that they shall not unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, ancestry, age, medical condition, disability, veteran status, marital status or any other characteristic protected by state or federal law. Discrimination on the basis of sex, age, medical condition or disability is prohibited except where specific sex, age, medical and/or physical requirements constitute a bona fide occupational qualification necessary for proper and efficient administration of County business.

Employees shall have the right to form, join and participate in the activities of the Union or the right to refuse to join or participate in such activities. Employees shall not be interfered with, intimidated, restrained, coerced, or discriminated against because of their exercise of these rights.

Any employee alleging a violation of this article shall have the burden of proving the existence of a discriminatory act or acts and of proving that but for such act or acts the alleged injury or damage to the employee would not have occurred.

8.2. AMERICANS WITH DISABILITIES ACT

The parties recognize that the County may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA), the California Fair Employment and Housing Act (CFEHA), and any other applicable nondiscrimination law. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.

The parties agree that such accommodation relating to ADA/CFEHA shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA/CFEHA.

The parties recognize that circumstances surrounding ADA/CFEHA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the County.

Prior to taking action, the County shall notice the Union of a proposed accommodation, as it may apply to the working conditions of the unit and shall give the Union an opportunity for input. Actions taken by the County under this Article shall not be subject to the grievance procedure.

ARTICLE 9 WAGES

9.1. WAGE ADJUSTMENTS.

A. Salaries for job classifications in this unit are as shown in Attachments A, B, C, and D, with general increases scheduled as follows:

1. Effective the pay period beginning February 26, 2023, a general increase of two- and one-half percent (2.5%) shall be applied to the wages shown in Attachment A. This increase shall be reflected in the wage tables listed as Attachment B.
2. Effective the pay period beginning December 17, 2023, a general increase of two -and one-half percent (2.5%) shall be applied to the wages shown in Attachment B. This increase shall be reflected in the wage tables listed as Attachment C.
3. Effective the pay period beginning December 15, 2024, a general increase of two percent (2%) shall be applied to the wages shown in Attachment C. This increase shall be reflected in the wage tables listed as Attachment D.

9.2. WORK ABOVE CLASSIFICATION

A. **Qualification Period.** When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:

1. Be assigned in writing by the department head with the approval of the Personnel Division;
2. Be assigned for other than training purposes;
3. Perform the full regular duties of the higher position;
4. Perform the duties of the higher position for a period of at least 80 work hours, except with an approved interruption. (Holidays shall be treated like weekends or comparable regularly scheduled days off.) An exception to the 80 hour period is if the assignment is to the full duties of Lead Maintenance Worker, Road Maintenance Worker III, Special Crews Worker III, or Maintenance Supervisor then duties must be performed without interruption for a minimum period of forty (40) hours (to qualify for the increased pay rate effective from the first hour);
 - a. An approved interruption shall be the use of approved leave balances not to exceed an accumulation of 16 hours during the 80 hour qualification period.
 - b. Returning to the employee's regularly assigned position for more than 16 accumulated work hours will cause the 80 hour requirement to begin again if full duties of the higher position are resumed.

5. Reestablish his/her eligibility for a higher rate by meeting the above four criteria on a semi-annual basis.

B. **Payment for Hours Worked.** An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.

C. **Same or Lower Level Duties.** If the work temporarily assigned is normally assigned to a position at or below the employee's salary rate, s/he shall continue to receive his/her regularly established rate.

D. **Maximum Period.** Working in a vacant higher-level position for which there is no incumbent, may not exceed a six (6) -month period.

E. **Vacant Higher Level Position.** A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than ten (10) workdays including vacation, sick or other forms of leave.

9.3. **PREMIUM PAY**

A. An employee in the classification of Mechanical Crafts Worker II, Information Systems Cabling Technician, or Telephone Communications Technician who has obtained Asbestos certification and who is assigned by the Department Head as part of his or her regular duties to perform asbestos related work shall receive an additional five percent (5%) of base pay.

B. An employee in the classification of Equipment Mechanic who possesses a valid welding certificate and who is assigned to weld items for which certification is externally required, such as bridges, hitches and roll-over protection, shall receive an additional biweekly amount of \$20.00.

C. An employee in the classification of Welder Mechanic who possesses an American Welding Society Certificate with the following endorsements: AWS-D1.1 SMAW all positions 3.4 steel minimum; vertical, horizontal, overhead and flat, shall be eligible for five percent (5%) of base pay.

D. **Detention Services Specialty Assignment Pay**

1. Except for employees who qualify for premium pay in Subsection D.2 below, an employee in the classification of Mechanical Crafts Worker I/II when assigned to perform maintenance duties in the jail shall receive an additional five percent (5%) of base pay.

2. Pursuant to Title 2 of the California Code of Regulations, Sections 571 and 571.1, the job classifications of Mechanical Crafts Worker I/II and Adult Custody Cooks I/II who are routinely and consistently assigned to the County Jail and therefore where criminally charged persons are confined, shall receive an additional three dollars (\$3) per hour to base wages. To the extent that CalPERS determines this pay is not pensionable compensation, the parties agree to meet and confer regarding this specialty assignment pay.

E. An employee in the classification of Grounds Maintenance Worker I/II or Lead Ground Maintenance Worker who has obtained Pesticide Application Certification and who is assigned by the Department Head as part of his or her regular duties to perform pesticide related work shall receive an additional five percent (5%) of base pay.

F. An employee in the classification of Mechanical Crafts Worker I/II, Fleet Mechanic, Maintenance Mechanic I/II, Equipment Mechanic or Welder Mechanic who has obtained Refrigeration Certification and who is assigned by the Department Head as part of his or her regular duties to perform refrigeration related work shall receive an additional five percent (5%) of base pay.

G. An employee in a classification, that is required to possess and maintain a California Commercial driver's license (Class A) shall receive an additional two dollars (\$2.00) per hour of base pay.

H. An employee in the classification of Grounds Maintenance Worker I/II or Lead Ground Maintenance Worker assigned by his or her supervisor or designee to perform clean up of transient camps shall receive an additional five percent (5%) of base pay for a minimum of eight hours on a day assigned to this task.

I. An employee in the classification of Equipment Mechanic, when assigned to Fall River Mills, who performs welding, maintains digital work orders, and acts as parts store manager in addition to the duties required by the classification shall receive an additional five percent (5%) of base pay.

J. An employee in the classification of Water/Wastewater Operator I/II or Lead Water/Wastewater Operator who possesses a Backflow Prevention Assembly Tester Certification issued by the American Water Works Association or other certification agency in accordance with Title 17 of the California Administrative Code, shall receive an additional five percent (5%) of base pay.

K. An employee in the classification of Lead Maintenance Worker who is certified by the federal Department of Transportation and the California Department of Motor Vehicles to be a Commercial Driver's License Trainer and who is assigned by the Department Head as part of his or regular duties to perform Commercial Driver's License Trainer duties shall receive an additional five percent (5%) of base pay. No more than two (2) employees can be assigned to the above-referenced duties at the same time to receive this premium pay.

9.4. **SHIFT DIFFERENTIAL.**

A. Employees who are regularly assigned to the second shift (swing) shall receive in addition to their base pay, an additional sixty cents (\$0.60) per hour shift differential premium. To be eligible for swing shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 4:00 p.m. or prior to 12:30 a.m. Regularly assigned shift means the shift an employee is assigned to, excluding overtime hours or additional shifts.

B. Employees who are regularly assigned to the third shift (graveyard) shall receive in addition to their base pay, an additional eighty-five cents (\$0.85) per hour shift differential premium. To be eligible for graveyard shift differential, at least fifty per cent (50%) of the employee's regular schedule of hours must occur after 12:30 a.m. or

prior to 9:00 a.m. Regularly assigned shift means the shift an employee is assigned to, excluding overtime hours or additional shifts.

C. An employee who is regularly assigned a shift of other than eight (8) hours shall receive an additional sixty cents (\$0.60) for each hour worked between 4:00 p.m. and midnight, and an additional seventy-five cents (\$0.75) for each hour worked between midnight and 8:00 a.m.

D. Employees in the Classification of Custodian who are assigned to a “floater assignment” or a “relief shift” which requires working one or more swing shifts or graveyard shifts on a regular basis shall be eligible for the appropriate differential on a single shift basis when meeting the hours worked requirements for that differential.

E. Such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

9.5 LONGEVITY PAY.

A. Employees with at least ten (10) years of continuous service with Shasta County and who have achieved an overall performance rating of meets or exceeds standards on their most recent performance evaluation are eligible to receive an additional three percent (3%) of base pay. To remain eligible, employees must maintain an overall rating of meets or exceeds standards on their annual performance evaluation.

ARTICLE 10 HOURS OF WORK

10.1. WORK PERIODS AND HOURS OF WORK

A. The regular work week shall consist of five (5) working days of eight (8) hours each from and including Sunday through the following Saturday. The first shift of the work week shall be the first shift wherein the majority of its scheduled hours follow 12:01 AM Sunday.

B. Where alternate work schedules are established in accordance with the provisions outlined below, alternative beginning and ending work weeks may be established by the department head for the purpose of minimizing overtime liability.

10.2. ALTERNATE WORK SCHEDULES

A. An alternate work schedule is defined as a variation of the standard workweek, which for most employees is five eight-hour days between the hours of 8:00 a.m. and 5:00 p.m. Alternate schedules include 4-10 schedules, 9-80 schedules, hours from 7:00 a.m. to 3:30 p.m. and other schedules, but in each case the schedule will typically result in employees working a fixed schedule of 40 hours per week or 80 hours biweekly.

B. The establishment of alternate work schedules shall be subject to the following:

1. An alternate schedule shall be established and approved in writing by the department head and the County Administrative Officer with notice to the Personnel Office and the Union.

2. The department head may, at any time, cause any employee or group of employees to revert to a standard work schedule permanently or temporarily. Except in cases of an emergency, the department head shall provide an employee with fourteen (14) days advance notice of a permanent schedule change and/or twelve (12) hours notice of a temporary change.
 3. During payroll periods which contain a holiday, employees may be required to revert to a standard work schedule.
 4. The usage of accrued leave balances such as vacation, sick leave and other paid time off, shall be on an hour-for-hour basis (e.g., an employee on a 4/10 schedule who misses a day because of illness shall be charged ten [10] hours sick leave for that day).
- C. On or about March 1, a meeting with the Union to determine a schedule change for the summer, if any, will occur with the Director of Public Works and/or his/her designee if such a meeting is requested by the Union.

10.3. JOB SHARING.

- A. Job sharing is defined as the assignment of a full-time workload and set of duties to two (2) employees. The employees who are sharing the workload of the full-time position must be equally familiar with and involved in the duties and responsibilities of the job. Employees who are job sharing assume the added responsibility of coordinating their workloads and schedules so as to maintain efficiency and productivity.
- B. The establishment of job sharing arrangements shall be subject to the following:
1. A job sharing arrangement shall be established and approved in writing by the department head and the County Administrative Officer, with notice to the Personnel Office and the Union.
 2. The department head may, at any time, cause an employee who is job sharing to revert to a standard full-time work schedule permanently or temporarily to cover the workload.
 3. The accrual of leave balances, such as vacation, sick leave and holiday credit, shall be based on the actual hours worked of the reduced work schedule. Employees in a job sharing assignment shall be treated as a regular full-time employee for the purposes of determining insurance benefit eligibility.

10.4. REST PERIODS.

When practical, employees shall be granted a fifteen (15) minute paid rest period during each half of a work shift of four hours or longer. Unless otherwise approved by the department head, such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break and shall not be accumulated or used to supplement meal breaks, arrive at work late, or leave work early.

10.5. MEAL PERIODS.

An unpaid meal period of up to one hour shall be part of the normal daily work schedule for a full-time employee. Such meal period shall occur at approximately the midpoint (after 4 hours) of the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases the employee shall be so notified in writing and no specific off duty meal time shall be granted.

10.6. OVERTIME.

All regular full-time employees covered by this agreement shall be compensated for overtime in accordance with the following provisions:

A. Work beyond the assigned work period described in Section I below must be expressly approved by the department head or his/her designee in advance. Unless specifically authorized in advance, employees may not begin work more than fifteen minutes prior to the regular starting time, take work home, or otherwise engage in overtime work.

B. Except as indicated in Section C below, all eligible employees shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of eight (8) hours in a day or more than forty (40) hours in a seven (7) day work period.

C. Employees eligible for overtime compensation who work on a regular schedule in excess of eight (8) hours per day shall be entitled to overtime compensation at a rate of one-and-one-half (1-1/2) times each hour worked in excess of the regularly scheduled hours for that day or more than forty (40) hours in a seven (7) day work period.

D. When practical, the Department will offer Callback Overtime and shift holdover work (when an individual worker is needed vs. a crew) to regular employees qualified to perform the work prior to using extra help employees to perform the work.

E. Overtime will be computed on actual minutes worked, adjusted to the nearest increment of six (6) minutes. Only those hours actually worked, vacation, compensatory time off, holiday credit hours taken, jury duty hours served and paid travel time may be used to qualify for overtime compensation. All time lost as a result of a job related injury or illness will be considered as hours worked for purposes of overtime compensation.

F. Eligible employees shall be entitled to compensatory time off or cash payment as overtime compensation. The department head or his/her designee shall determine the form of overtime compensation based on operational needs. Cash payments shall be made in the pay period in which the overtime is earned. Compensatory time off shall accrue and may be used upon approval of the department head or his/her designee. Compensatory time off may be accumulated up to sixty (60) hours (forty [40] hours at time-and-one-half). The department head may, upon the request of an employee and with the concurrence of the Director of Support Services, extend the limit on accumulated compensatory time off in excess of sixty (60) hours. Hours accumulated in excess of the maximum accruals shall be paid in cash at the appropriate overtime rate.

G. Accumulated compensatory time off shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay

periods of incurring a loss of accrued leave.

H. Upon separation from County employment or transfer to a management classification, employees shall be paid in cash for accumulated compensatory time off at the appropriate rate.

I. Unless otherwise provided, the workweek on which overtime calculations will be based shall begin each Sunday at midnight (12:01 AM) and each workday shall be begin daily at midnight (12:01 AM).

10.7. STANDBY.

A. A department head may assign employees to standby. Unit employees assigned standby shall be compensated at a rate of \$3.00 per hour while so assigned. Standby duty shall cease during the hours for which callback is paid.

B. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by his/her department head requiring the employee to:

1. Review the projected standby assignment schedule within the deadlines established by the applicable department;
2. Wear a County-provided pager and/or carry a County-provided cellular phone during standby assignment;
3. Contact the department/dispatch and respond to the callback location within the time period established by the department head;
4. Respond to callbacks during scheduled standby time unless s/he has notified the department of the name of another qualified employee who will respond;
5. Refrain from activities that impair his/her ability to perform assigned duties;
6. Request mileage reimbursement for callback responses performed in non-County vehicles within one month after mileage costs are incurred;
7. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
8. Accept the applicable standby pay as referred to in subsection (a) as full consideration for any inconvenience the standby assignment may pose.

C. **On Call/Subject to Call.** Standby pay is to be distinguished from the uncompensated status of being "subject to call" or "on call", wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

10.8. CALLBACK FROM STANDBY.

- A. Any employee, when called back to duty from standby status, shall be compensated for the hours actually worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hours. Such time worked shall not include travel time between an employee's residence and his/her regularly assigned work location. Responding to a phone call when not required to respond to a worksite shall entitle the incumbent to be paid for the actual time involved in that phone call. This does not constitute a callback from standby.
- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply. Only hours worked outside regular work hours will be compensated at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary.

10.9. CALLBACK WHILE NOT ON STANDBY.

- A. An employee not on standby status who is called back to work shall be credited with a minimum of two (2) hours pay.
- B. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.

10.10. CALLBACK FROM VACATION.

An employee called in to work during his/her regularly scheduled vacation period shall be compensated at a rate one and one-half (1-1/2) times his/her regular rate of pay for all time worked. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.

10.11. RELEASE FROM DUTY.

When the best interest of the County requires the immediate removal of the employee from his/her position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head for a period not to exceed eighty (80) working hours upon the approval of the Director of Support Services. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) work hour increments by the Director of Support Services up to a maximum of twelve (12) months.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

11.1. MEDICAL, DENTAL, AND VISION COVERAGE.

Medical, dental, and vision coverage is provided by County and employee contributions through the Northern California General Teamsters' Security Fund Plan Select Plus with Plan E (with an HSA) as an option and Teamsters Retiree Trust for the Trades and Crafts unit. The County contributions to medical, dental, and vision coverage shall be as provided in section 11.2 The County dental contribution is based upon the County's dental plan rate. The County vision plan contribution is based upon the County-sponsored vision plan rate.

The Teamsters acknowledge that they are fully responsible for the administration and management of the Teamsters Select Plus Plan, Teamsters Plan E, and Teamsters Retiree Trust. Teamsters also agree to notify the County's Payroll Department of any change to an employee's enrollment within Teamsters health plans within seven (7) days of receipt of such notification from the employee.

11.2. COUNTY CONTRIBUTIONS TO MEDICAL AND DENTAL PLANS.

The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at:

<https://www.shastacounty.gov/personnel/page/medical-rates>

A. County Health Insurance Contributions

Beginning in December 2021 for premiums applied to January 2022, the County will calculate its health contributions to the Teamster health insurance plan based upon one hundred percent (100%) of the Employee Only medical premium cost and ninety percent (90%) of the Employee Plus One and Employee Plus Family medical premium cost categories of PERS Gold.

Beginning in December 2022 for premiums applied to January 2023 coverage, and in each subsequent year, the County will calculate the difference in costs between the previous year's total medical premium costs and the current year's total medical premium costs for Employee Only, Employee Plus One and Employee Plus Family categories based upon PERS Gold. The County and the employee will split the difference in costs (50%/50%), whether an increase or decrease, and apply that toward their respective employer contribution and employee contribution amounts for all health plans from the previous year to determine the current year's contribution, up to a \$0 contribution.

The County's contribution level will also include the amount paid for the County's Dental Plan and Vision plans. The County will increase its monthly contribution by up to \$5.00 annually effective with the first pay period which includes January 1st of each year, should the dental premium increase.

The employee contribution shall be paid for by the Teamsters' Shasta County Surplus Fund until such time as the Fund is exhausted, at which point the employee contribution shall be contributed through payroll deduction.

The County shall continue to contribute an amount equal to at least four percent (4%) of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability. In addition, beginning in 2023, the Auditor-Controller agrees to apply a cumulative amount equal to the 50% increase of the PERS Gold premium amount from the year before, to either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retirement unfunded liability.

B. Remainder Amounts

Beginning in the first full month in 2023 following approval by the Board of Supervisors of this agreement and in each subsequent year thereafter, the County and Teamsters will calculate the difference between the monthly County contribution for those enrolled in the PERS Gold health plan, a dental plan, and vision plan and the corresponding monthly tiered premiums of the Teamsters health benefit plans.

Should the County contribution be more than the full cost of the plan/tier elected by an eligible bargaining unit member for a Teamsters health benefit plan (Select Plus or Plan

E), the remainder amount for each affected bargaining unit member ("remainder amount") shall be managed as follows:

Employees enrolled on Select Plus: The County shall place the remainder amount into a covered employee's account in a separate 401(a) Plan for purposes of this Section ("Remainder Amount 401(a) Plan"). The Remainder Amount 401(a) Plan deposit for covered employees who change tiers mid-year due to a qualifying event, will reflect the change in tier status.

Employees enrolled on Plan E Plus: The County shall place the remainder amount into one of the following accounts on behalf of each covered employee at the employee's election:

1. The employee's Remainder Amount 401(a) Plan account,
2. The employee's health savings account (HSA), or
3. A combination thereof towards the employee's Remainder Amount 401(a) Plan account and HSA.

The Remainder Amount 401(a) Plan or HSA deposit for covered employees who change tiers mid-year due to a qualifying event, will reflect the change in tier status.

In the event the monthly County contribution is less than the full premium of the Teamsters health benefit plan, no Remainder Amount 401(a) Plan or HSA deposit will be allocated.

The Remainder Amount 401(a) Plan established for this Article shall have no vesting period and is separate and distinct from the 401(a) Plan referenced in Section 11.12. of this Article.

During the initial time period before the Remainder Amount 401(a) Plan under this Section is setup, the County will maintain the accrued remainder amount contributions for each covered employee in a non-interest earning account. Such accrued remainder amount contributions will then be contributed in full to the applicable account of each covered employee at the time the Remainder Amount 401(a) Plan is setup and active.

11.3. SURPLUS FUND DEPLETION

The Teamsters agree to provide the County with a report outlining the expenditures of such surplus funds to verify use for employee benefit programs.

The County and Teamsters agree to meet and confer during the term of this Agreement to address funds related to County contributions for health insurance and how such funds will be used to benefit County employees in the future.

11.4. COUNTY CONTRIBUTION TO RETIREES.

- A. Eligible Unit Retirees hired prior to January 1, 2017 shall be covered by the Teamsters' Retiree Trust with the County's monthly obligation to contribute to premiums limited to the amounts referenced above in Section 11.2 for Employee Only, Employee Plus One, and Employee Plus Family for medical premiums plus the

County's Dental contributions for the actives.

B. For covered employees hired on or after January 1, 2017 who retire from active County service, the monthly retiree medical premium will be paid by the County to the Teamsters' Retiree Trust at the statutory minimum amount prescribed by Government Code section 22892. The retired employee will be responsible for paying the Teamsters' Retiree Trust the balance of the medical premium.

11.5. RETIREE CONTRIBUTION IN ABSENCE OF OTHER REQUIREMENTS.

Except as otherwise required by contractual obligation, the County shall provide payment toward each retiree's medical/dental premiums, provided such person retires from active County service on or after November 4, 1990, and remains uninterrupted in the medical plan provided by the County. Such payment shall equal ten (10) percent of such premium and only apply to retirees having a minimum of ten (10) years of County service. Such County service need not be continuous.

11.6. LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE.

- A. The County shall pay the premium for a \$25,000 life insurance policy and a \$25,000 AD&D insurance policy for each employee in the unit.
- B. Effective the pay period following such time that the group life insurance policy can be amended, unit employees may purchase additional insurance in an amount up to three times their annual salary (up to a maximum of \$300,00) at the employee's own expense.

11.7. STATE DISABILITY INSURANCE.

Disability insurance benefits shall be extended to employees in accordance with the terms and conditions of the State Disability Insurance Program. Each employee shall contribute to the plan through payroll deductions. Accrued sick leave shall be used to supplement the disability benefit and must be exhausted prior to the use of other accrued leave balances. An employee may elect, in advance, to use accrued vacation, compensatory time off or holiday time to supplement the disability benefit. The total compensation from accrued leaves and disability benefits shall not exceed the employee's base salary at the time of disability. Disability benefits will be considered the primary benefit and used leave accruals will be treated as secondary to supplement the employee's earnings. Paid Family Leave Insurance will be administered as described above, except employees will be required to use other leave balances after Family Sick Leave (if appropriate) has been exhausted.

11.8. COUNTY CONTRIBUTIONS WHILE ON LEAVE.

A. The County shall continue making its portion of Health Plan payments, including dependent premiums, for employees who are on medical leave without pay due to on-the-job disability for a maximum of twenty-six (26) pay periods. Workers' Compensation benefits shall not be considered as pay. If applicable, this benefit shall run concurrently with the provisions of the Family and Medical Leave Act, the California Pregnancy Disability Leave Act, and the California Family Rights Act.

B. In cases wherein an employee who does not yet qualify for FMLA coverage but who suffers from an otherwise FMLA/CFRA qualifying personal serious medical condition, the County may continue making its portion of Health Plan payments,

including dependent premiums, for employees who are on medical leave without pay for a maximum of six (6) pay periods. State disability benefits shall not be considered as pay. This provision shall be limited to those employees who, but for time served with the County would otherwise qualify for FMLA/CFRA coverage. Application for such continuation shall be made to the Director of Support Services.

11.9. IRS SECTION 125 BENEFIT PLAN.

Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998, and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

11.10. EMPLOYEE ASSISTANCE PROGRAM.

The County shall continue to provide an Employee Assistance Program and Policy during this contract period.

11.11. IMPACT OF AFFORDABLE CARE ACT (ACA)

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Teamsters agree to reopen Article 11 – Health and Welfare benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Teamsters, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 11 of the Agreement.

11.12. 401(a) PLAN

Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 11.4.A, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to enroll in retiree health benefits after retirement as provided in Article 11.4.B.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 11.4.A. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.A, the County will contribute the minimum contribution required under Government Code section 22892 as provided in Article 11.4.B. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 11.4.B shall be irrevocable.

The 401(a) Plan will be administered as follows:

- A. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee

contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

- B. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

- C. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 12 RETIREMENT.

12.1. PERS MISCELLANEOUS EMPLOYEES.

The County shall provide all current employees (hired prior to May 8, 2011) under PERS the 2%@55 service retirement formula. Those hired after May 8, 2011, but prior to January 1, 2013, will be entered into the PERS 2%@60 retirement formula. The County shall pay the required employer contributions associated with this formula as determined by PERS. Employees hired on January 1, 2013 and thereafter shall be enrolled in the 2%@62 PERS formula as required by California state law.

12.2. PERS MISCELLANEOUS EMPLOYEES - EMPLOYEE CONTRIBUTIONS.

Employee contributions towards the retirement system shall be made in the following manner:

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- A. All employees pay the full employee share (100%) of PERS pension contributions through payroll deduction unless otherwise required by California state law.
- B. Effective the pay period beginning January 5, 2020, all employees will pay an additional 1% towards the CalPERS Employer Contribution to the PERS pension, in addition to the employee's contribution share, through payroll deduction. Such deduction will be made pursuant to Government Code section 20516(f) until such time that the CalPERS retirement contract can be amended to provide for unit members to pay the additional 1% toward the Employer Contribution pursuant to Government Code section 20516(a). The County agrees to continue to apply 4% of gross salaries to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability and, in addition, agrees to apply its savings from the unit members additional 1% toward the Employer Contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability. Effective with the pay period beginning January 2, 2022, the County agrees to increase its contribution to reduce either the Other Post Employment Benefit unfunded liability and/or the CalPERS Retiree pension unfunded liability to 5% of gross salaries.
- C. The County's contract with PERS provides the employee-paid portion of PERS contributions is made on a pre-tax basis.

12.3. DETERMINATION OF FINAL COMPENSATION

- A. **Miscellaneous Employees.** Miscellaneous employees hired prior to May 8, 2011, shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (consecutive twelve (12) months).
- B. **Change to Average of Highest Three Years.** Employees hired after May 8, 2011 shall have their retirement based on the average monthly compensation for the highest three years.

ARTICLE 13 PAID LEAVES

13.1. HOLIDAYS.

- A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:
 - 1 - January 1st, New Year's Day
 - 2 - The third Monday in January, Martin Luther King, Jr. Day
 - 3 - February 12, Lincoln's Birthday
 - 4 - The third Monday in February, Presidents' Day
 - 5 - The last Monday in May, "Memorial Day"
 - 6 - July 4th, Independence Day
 - 7 - The first Monday in September, "Labor Day"

- 8 - November 11, Veterans Day
- 9 - The fourth Thursday in November, "Thanksgiving Day"
- 10 - The day following Thanksgiving Day
- 11 - December 24th, Christmas Eve Day
- 12 - December 25th, Christmas Day

B. Annual Holiday Schedule. The annual holiday schedule shall be announced by the Director of Support Services prior to January of each year, but such announcement shall not alter any provision of this article.

C. Maximum Holiday Hours. Each holiday listed above shall be treated as the full-time equivalent of eight (8) hours. No employee shall be compensated more than once for each of the above listed holidays, (i.e., maximum of 96 hours per year).

D. Observed Holidays. The official holidays listed above shall be treated as observed holidays when the following occur:

1. When an official holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When an official holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

E. Work On An Official Holiday.

1. A regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works on an official holiday, as defined in Section A., shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked (up to a maximum of 8 hours) plus straight time pay for assigned regular hours as full compensation for the official holiday. At employee's choice, the time and one-half portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not work a five-day per week schedule with Saturdays and Sundays as normal days off and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (50% or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

F. Work on an Observed Holiday. An employee working on an observed holiday shall not be eligible to receive time and one-half holiday compensation unless that employee works a five-day per week schedule with Saturdays and Sundays as normal days off.

G. Holiday Compensation.

1. Those employees working a five-day per week schedule with Saturdays and Sundays as normal days off shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not working a five-day per week schedule with Saturdays and Sundays as normal days off whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of sixty (60) straight-time hours. Use of such time shall be treated as if it were Compensatory Time Off (CTO). An employee shall receive cash payment at the equivalent rate accrued in excess of sixty (60) hours. However, the department head may, upon the request of the employee and with the concurrence of the Director of Support Services, extend the limit on accrued holiday time.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

H. Floating Holiday Hours. With Department Head or his/her designee approval, an employee may elect to use up to eight hours of non-worked holiday pay per calendar year. Floating holiday hours must be used within the calendar year provided, do not carry over into the next calendar year, and cannot be cashed out. The floating holiday may not be broken into increments and must be used in the same manner as regular non-worked holiday pay (as a single workday). Regular part-time employees will be eligible for Floating Holiday on a pro-rata portion of their regularly scheduled hours.

13.2. SICK LEAVE.

A. Accrual. Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a paid status, excluding overtime hours worked.

B. Usage. Paid sick leave can only be granted upon the recommendation of the department head in cases of bona fide illness, injury, or an appointment and/or treatment by an approved licensed medical practitioner, in the event of illness/medical appointments in the employee's immediate family. Employees may utilize sick leave as it is accrued.

C. Sick Leave Usage in Lieu of Vacation. An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the department head immediately or as soon as possible. The department head shall then make a determination whether to approve such request based on the criteria normally utilized in approving sick leave.

D. Family Illness/Medical Appointments/Family Sick Leave. Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents. Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's department head. Immediate family means father, mother, spouse, son, daughter, sister or brother, grandparent, step grandparent, step parent, step child, step sister, step brother, grandchild, step grandchild, foster child, foster parents, qualifying domestic partner, or as otherwise stipulated by law.

E. Verification of Illness. Written verification by an approved licensed medical practitioner or other satisfactory proof of illness or family illness may be required at the discretion of the department head.

F. Paid Sick Leave Law. In accordance with the Paid Sick Leave Law (AB 1522), which goes into effect on July 1, 2015, the County will provide sick leave pursuant to the requirements under the law.

13.3. SICK LEAVE RETENTION INCENTIVE PAYMENT.

Upon separation or termination, other than discharge for cause, a regular full-time or regular part-time employee shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Service	% of Accrual Eligible	Maximum Cash Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37½%	\$6,000
20 or more	50%	\$6,000

13.4. SICK LEAVE ACCRUAL BALANCE AS AFFECTED BY LAYOFF.

At the time of layoff, an affected employee shall have the option to receive a sick leave payoff as provided for in Section 13.4. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless s/he repays to the County immediately upon return the full cash payoff amount received at the time of layoff.

13.5 SICK LEAVE - PERS SERVICE CREDIT CONVERSION.

The County amended its PERS contract for miscellaneous employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to PERS service credit upon retirement. This benefit shall be available for those persons in this unit. Any sick leave utilized for cash payment as provided in the above shall not be available for such conversion.

13.6. BEREAVEMENT LEAVE.

A. All employees are entitled up to five (5) work days of bereavement leave for an immediate family member as defined in this Section. Any such bereavement leave will be provided in accordance with the terms and conditions of Government Code section 12945.7. Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay up to a maximum of twenty-four (24) working hours for each death in the immediate family. Any remaining bereavement leave time up to the maximum total of five

(5) work days per immediate family death will be unpaid unless an employee at their own option chooses to use any available accrued paid leave (e.g., sick leave, vacation, compensatory time off).

- B. Bereavement leave need not be taken in consecutive days, but must be used up within three months of the date of death of the immediate family member.
- C. The County may require verification of the death of the immediate family member for an employee's use of bereavement leave within thirty (30) days of the first day of leave taken.
- D. "Immediate family member" means: husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, step child, step sister, step brother, step grandparent or step grandchild, and other such persons as may be identified in California Government Code 12945.7 concerning bereavement leave. Immediate family includes the immediate family of the spouse or registered domestic partner as well as foster parent, foster child, foster grandparent, foster grandchild, foster brother and foster sister.

13.7. **JURY DUTY.**

- A. A regular employee who is required to serve on any grand jury or trial jury, or who reports for such jury duty but is not selected, shall be reimbursed for the difference between the pay (excluding mileage, food and lodging allowances) s/he receives as a juror and his/her straight time hourly or daily earnings, excluding shift differential, for time lost as a direct consequence of jury service, not to exceed eight (8) hours per day or forty (40) hours per week.
- B. If the employee elects to waive or remit to the County the fee for jury duty, no deduction will be made from his/her regular straight time earnings for time lost as a result of jury service.
- C. For purposes of calculating overtime for the pay period in which jury duty occurs, such service shall be considered time worked.

13.8. **VACATION.**

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one pay period. An employee with a minimum of three (3) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Service	Vacation Hours Accrued per Hour	Equivalent Days per Year	Maximum Hours Accrued
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

B. Use of Vacation.

1. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the department head, provided, however, that for reasons deemed sufficient by the department head, an employee may take less than the accrued vacation one year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Manual.
3. All vacation hours lost by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.
4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. Payment for Vacation.

1. **Upon Separation.** Any employee separating from County employment, or who is granted military leave of absence, other than temporary military leave for a period not exceeding six months, shall be paid off for any accrued but unused vacation.

2. **Annual Payment.** Beginning in 2023 for the 2024 calendar year and going forward with each subsequent calendar year, an employee may elect to receive payment for up to eighty (80) hours – in five (5) whole hour increments- of accrued vacation leave or compensatory time so long as the following criteria are satisfied:

- Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have cash out balances available.

If an employee who has elected cash out failed to request the elected cash out in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Vacation

All annual cash out payments shall be at the base hourly rate with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation or compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

D. Working for County During Vacation. No person shall be compensated for work for the County in any capacity during the time of his or her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 14 UNIFORMS AND ALLOWANCES FOR WORK-RELATED EXPENSES

14.1. PUBLIC WORKS EMPLOYEES.

Employees who work in road maintenance, bridge maintenance, special crews, construction, and inspection, shall be provided, ten (10) shirts (in any combination of short and long sleeve), gloves, and one (1) set of rain gear to be laundered by the employee. Employees performing equipment maintenance duties shall receive one (1) laundered uniform per working day. In the alternative, County may provide uniform shirts and pants to any or all of the above through a commercial service that would include laundering.

14.2. FACILITIES MANAGEMENT EMPLOYEES.

Unit employees who perform maintenance duties shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

14.3 IT CABLING TECHNICIAN.

Employees in the position of IT Cabling Technician required to wear a County shirt by the Department Head, shall be provided with ten (10) shirts (in any combination of short and long sleeve) to be laundered by the employee.

14.4. JAIL COOKS / LAUNDRY OPERATOR - UNIFORMS.

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II and Laundry Operator: 2 "baseball" caps; 5 shirts with patches; 5 pairs of pants; 1 black leather belt with key ring; 1 brass name badge; and other law enforcement equipment or items that the Sheriff deems necessary. Only those items of clothing or equipment deemed by the Sheriff as needed by the employee will be issued. Replacement shall be limited to those articles found by the Sheriff to be no longer serviceable by reason of use in the line of duty.

14.5. JUVENILE HALL COOKS - UNIFORMS.

The following clothing and equipment shall be provided and replaced as needed to employees working in the classifications of Cook II: 3 shirts with department crest and other equipment or uniforms as the Chief Probation Officer deems necessary. Replacement shall be limited to those articles found by the Chief Probation Officer to be no longer serviceable by reason of use in the line of duty.

14.6. COUNTY PROPERTY.

All uniforms and other equipment issued by the County for personal use by an employee shall remain County property.

14.7. TOOL ALLOWANCE.

The County will provide a tool allowance on or about January 1 of each year per eligible employee then employed. The amount shall be \$1,000. Such allowance is made with the understanding that each employee under this program shall be solely responsible for replacing or updating his/her own hand tools. Eligible employees are those who regularly perform maintenance and repair duties on County vehicles and/or stationary equipment and are assigned to Department of Public Works and Fleet Management Division. Cabling Technicians and Telecommunications Technicians in the Information Systems Department will become eligible for a \$300 per year tool allowance paid in the same manner as that referred to above.

14.8. BOOT ALLOWANCE.

The County will provide a boot allowance of \$250 per year on or about January 1 of each year

per eligible employee then employed. Such allowance is made with the understanding that each employee under this program shall be solely responsible for his/her own safe footwear.

14.9. PAYMENT FOR COMMERCIAL DRIVER'S LICENSE RENEWAL.

County will pay the fee for renewal of the Class A Driver's License for persons serving in classifications for which that license is a condition of continued employment.

14.10. REIMBURSEMENT FOR MEALS AND TRAVEL EXPENSES.

(Refer to Chapter 21 of the Personnel Rules, Travel and Other Expenses, for the complete policy on meal and travel reimbursement).

In 2001, the County and the Union agreed that: If a Public Works employee is called to work by management outside of his or her normally scheduled work week (including being called to work on a weekend, holiday, regularly scheduled off day in an alternative work schedule, vacation day off or compensatory time off) but not including time worked beyond a regularly scheduled work shift which is covered in a different Section) in response to snow storms, for emergency traffic control, to assist with hazardous materials response, or other similar emergency situations as determined by the department head, the employee may be paid an in-lieu-of-a-meal allowance. If the employee works four (4) hours or more, as described above, he or she will receive \$11.33 in-lieu-of-a-meal allowance. If the employee works eight (8) hours or more, as described above, he or she will receive \$22.66 in lieu-of-a-meal allowance. No receipts are required for this allowance and no other food or meal allowance will be paid in these situations. When the County adjusts the meal per diem, these amounts will also be adjusted based on the same formula used to set the current rate. (for example current rate = $\$6 + 10 + 18 = 34/3 = \11.33×1 , $\$11.33 \times 2 = \22.66)

ARTICLE 15 PROBATIONARY PERIOD

15.1. INITIAL PROBATION.

Upon initial appointment, all unit employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be dismissed without cause or right of appeal.

15.2. PROMOTIONAL PROBATION.

Upon promotion to a classification with a higher salary schedule, a unit employee shall serve the equivalent of six (6) months of full-time service as a probationary period, during which time the employee may be returned to his/her previous classification without cause or right of appeal, provided the employee had successfully attained permanent status in the previous class.

15.3. PROBATION ON TRANSFER OR DEMOTION.

For good cause shown, a department head may require a six (6) months probationary period (full-time equivalent) as a condition of appointment in cases of lateral transfer or demotion, voluntary or otherwise, from another department. During such probationary period, the employee may be dismissed without cause or right of appeal.

15.4. EXTENSION OF PROBATIONARY PERIODS.

Any accumulated time absent during the probationary period for a period of more than five (5) working days shall serve to extend the employee's probationary period for the total period of absence. Probation shall not be extended for any other reason.

15.5. REJECTION FROM PROBATION.

Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.

ARTICLE 16 DISCIPLINARY ACTION

16.1. GENERAL.

The tenure and status of every employee covered by this agreement is conditioned on reasonable standards of personal conduct and satisfactory job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action.

The procedures set forth in this Article shall not apply to probationary employees who are rejected during probation, to casual workers, to any employee serving in a seasonal or temporary appointment, or to officers or employees in the unclassified service of the County. These procedures shall not apply to a reduction in force, or a reduction in pay which is part of a reclassification action or reorganization approved by the County Board of Supervisors.

Any appointing authority, may initiate disciplinary action for cause. As used in this section, "appointing authority" shall mean an elected or appointed department head, or his/her designee, who initiates the disciplinary action.

The procedures set forth in this Article shall not preclude an employee from entering into a written agreement with the County to settle a pending disciplinary matter, and further shall not preclude an employee from waiving any of the notice provisions herein provided for, as part of that written settlement agreement.

16.2. BASIS FOR DISCIPLINARY ACTION.

Disciplinary action, up to and including termination of employment may be taken against any employee for unsatisfactory performance or for misconduct including, but are not limited to, the following:

1. Absence without leave.
2. Misfeasance, malfeasance, nonfeasance or neglect of duty.
3. Incompetence.
4. Inefficiency.
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer.
6. Negligent or willful damage to public property.
7. Waste or misuse of public supplies or equipment.
8. Discourteous treatment of members of the public or public officers or employees while on duty.
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a county vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the

Health and Safety Code.

10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his or her duties.
11. Conviction of any criminal act involving moral turpitude.
12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
13. Conduct unbecoming a County employee which indicates the employee is unfit to perform the employee's job functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform.
14. Conduct unbecoming a County employee while off duty which by its inherent nature brings disrepute to the County or impairs its credibility with the public or other public agencies. This provision is not intended to limit an employee's constitutionally protected speech.
15. Dishonesty, including but not limited to falsifying official records, embezzlement or theft.
16. Fraud in obtaining County employment.
17. Violation of any of the provisions of the personnel manual or any rule, policy, or regulation adopted pursuant to this contract or law.
18. Violation of the County's Policy Against Discrimination Harassment.

16.3. BASIS FOR OTHER TERMINATION FOR CAUSE.

Any employee covered by this agreement can be terminated from County employment because of mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination. Likewise, an employee who voluntarily quits employment through unauthorized absence of three work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections 16.5 A, B, and C (introductory paragraph) only. (Not disciplinary in nature).

16.4. TYPES OF DISCIPLINE.

The types of discipline recognized for purposes of applying one of the appeal procedures under this Article are:

- A. **Written Reprimand.** A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee. An employee receiving a written reprimand may, within five (5) working days, appeal such action to the department head, or designee. Within five (5) working days thereafter, the department head, or designee shall respond to the

employee in writing by either granting or denying the appeal. Such response shall be final.

B. Intermediate Disciplinary Action. Suspension without pay, demotion, or reduction in base pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee receiving a suspension without pay, reduction in base pay or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of Section 16.5 A. and B. below. Further appeal shall be limited to the Board of Employee Appeals procedure contained in the Personnel Manual. In addition to appealing to the Board of Employee Appeals, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing before the Employee Board of Appeals with the goal of resolving the issue prior to the formal hearing before the Employee Board of Appeals.

C. Severe Disciplinary Action. Discharge. Proposed severe disciplinary actions must be reviewed the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee. An employee whose employment is proposed to be terminated or termination for cause pursuant to Section 16.3 above shall be afforded the procedural protections of Section 16.5 below.

16.5. APPEAL PROCEDURES.

Except as otherwise required by the State Merit System for employees covered thereby, the below-listed procedures shall be the exclusive means of appeal available to a disciplined employee, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

A. Notice. The employee shall be advised in writing of the proposed disciplinary action when such action is to result in demotion, suspension without pay, or discharge. The written statement shall contain:

1. A description of the events which necessitated the proposed disciplinary action;
2. A statement of the charges;
3. A statement of the proposed disciplinary action;
4. A copy of the materials, if any, upon which the proposed personnel action is based and notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
5. A statement of the employee's right to representation; and
6. Notification of the right of the employee to meet with the designated management representative or to submit in writing his/her response to the proposed action at [date and time of response meeting].

No notice shall be served upon an employee unless first reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel. A copy of every notice shall be sent to the Director of Support Services and County Counsel. Upon mutual written agreement the response meeting may be delayed beyond the date set in section 6. above.

B. Employee's Response.

1. Since the purpose of the response meeting is to enable the County to avoid error in taking disciplinary action, any evidence within the knowledge of the employee, his/her representative or accessible to them which is not presented in this response meeting or otherwise presented to the Management Representative prior to his/her taking final action cannot be presented in any subsequent proceeding.

2. An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of his/her opposition to the proposed demotion, suspension, reduction in pay or discharge. The limited nature of this response does not obviate Management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the initial information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during the meeting.

C. Management Representative's Decision.

Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific findings made against the employee and the effective date of the action. Service by certified mail is effective upon the Postal Service's final attempt to deliver the statement.

1. This statement shall clearly inform the employee that s/he, through the Union, has the right, within five (5) working days after receipt of this notice, to request in writing an appeal, and within ten working days thereafter to specify whether such appeal shall be before an Arbitrator in the manner set forth in section D. below or the Board of Employee Appeals pursuant to the Personnel Manual, to contest the action of the management representative. The request must be filed by the employee, through the Union with the Personnel Director.

2. If, within the initial five (5) working day appeal period the employee, through the Union, does not file said appeal, the action of management representative shall be considered conclusive.

D. **Appeal of Discharge.** Employees who are discharged have the right to the following procedures in lieu of appeal to the Board of Employee Appeals. If, within the five-day appeal period, the employee, through the Union, files notice of appeal of discharge, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) working days prior to the hearing. In addition to appealing to the Board of Employee Appeals or an appeal hearing before an Arbitrator, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up on source). Such Mediation would be scheduled prior to a hearing with the Employee Board of Appeals or an Arbitrator with the goal of resolving the issue prior to the formal hearing.

1. The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.
2. All hearings shall be private; provided, however, that the appellant may request the hearing be open to the public.
3. The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Arbitrator as a guide in ruling on evidentiary matters.
4. Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, s/he may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that s/he will testify truthfully.
5. The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee.
6. Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Union.
7. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action or other termination for cause as defined above. S/he shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one session without the mutual consent of the County and the Union.

8. The written award of the Arbitrator on the merits of any appeal adjudicated within his/her jurisdiction and authority shall be final and binding on the employee, the Union, and the County.

16.6. SUMMARY SUSPENSION.

Prior to any disciplinary proceedings under this section, the appointing authority may summarily place any County employee on an immediate suspended status without pay. Such suspensions shall be made only in cases where the employee's continued active duty status might, in the sole opinion of the appointing authority, constitute a hazard to the employee or others, tend to bring the County service into discredit, or prolong acts or omissions of improper employee conduct. If the disciplinary action or suspension is not subsequently ordered and/or affirmed, the employee shall be reinstated in status and restored all pay and fringe benefits lost during such summary suspension.

16.7. RIGHT TO REPRESENTATION.

An employee subject to a meeting or an investigation that may result in disciplinary action, a predisciplinary conference or an appeal hearing has the right to be represented by the Union, an employee representative or an attorney retained by the employee at the employee's expense.

ARTICLE 17 MISCELLANEOUS.

17.1. CONTRACTING OUT.

When the County elects to contract out work which is regularly performed by unit employees, and when such contract will result in a loss of regular County positions or a reduction in regular hours, the County will give reasonable notice of its decision to the Union to afford an opportunity for prompt and timely discussion of the decision's impact on unit employees.

17.2. WORK REASSIGNMENTS/LAYOFF PERIOD.

If a regular employee is laid off, the employee's duties shall not be assigned to or performed by a general assistance worker, inmate worker, or a community service worker for a period of one year following the effective date of lay off.

17.3. REEMPLOYMENT AFTER LAYOFF.

Any employee holding regular status with the County and who is laid off and then subsequently re-employed in a different regular County position within three (3) months of layoff will not lose County seniority for purposes of layoff, vacation accrual, medical and dental coverage. However, time between layoff and re-employment shall not count toward seniority.

17.4 LEAVES OF ABSENCE WITHOUT PAY.

(Per Personnel Rules Chapter 14 - Leaves) A Leave of Absence shall be limited to a maximum twelve months and requires the approval of the Director of Support Services. A leave without pay shall not extend beyond twelve months except in cases to comply with external legal requirements such as for medical or disability accommodation.

17.5 JOINT ISSUES FORUM.

A member of the Unit and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.

17.6 RESTRICTION ON PROMOTIONS.

Only employees who have completed initial probation may be promoted to a higher classification, except with Department Head and Director of Support Services approval for extraordinary reasons.

17.7 LOSS OF CDL LICENSE.

Should an employee whose position requires a valid Commercial Drivers License (CDL) have that license suspended for a period of one hundred twenty (120) days or less and that suspension is not final, the department will attempt to accommodate the loss by assigning him/her to non CDL-required work, allow the use of appropriate accrued paid leave, or if no appropriate accrued paid leave is available, allow an unpaid leave of absence up to a combined maximum of one hundred twenty (120) days.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1. Definitions.

A. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one of the policies listed in Article 20 - Personnel Manual which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose clauses and the exercise or lack of exercise of County Rights shall not be grievable, nor shall any complaint be grievable for which a separate appeal process is established.

B. **Grievant.** A grievant is an employee covered by the agreement who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

18.2. Informal Resolution.

Within twenty (20) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. The supervisor shall have seven (7) days within which to respond. If the employee is dissatisfied with the response to his/her complaint, or if s/he receives no response, the complaint may, within fourteen (14) days after the supervisor's response was due, be formally submitted as a grievance in accordance with the following procedure.

18.3. Formal Process.

A. **Step 1:** If a grievant is not satisfied with the resolution proposed at the informal level, s/he may within fourteen (14) days after the supervisor's response was due file a formal written grievance with his/her manager on a form provided by the County Personnel Office containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager (or designee) shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant.

B. **Step 2:** If the grievant is not satisfied with the written answer from his/her manager, the grievant may, within seven (7) days from the receipt of such answer, file

a written appeal to the Department Head. Within fourteen (14) days of receipt of the written appeal, the Department Head or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

C. **Step 3:** If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall review, investigate and hear the grievance, and render its written decision within twenty-one (21) days of receipt of the employee's appeal. The majority decision of the Board shall be final and binding, subject to ratification by the Board of Supervisors only if said decision mandates a capital expenditure or significant, unbudgeted expenditure. In those instances, actions by the Board of Supervisors may include modifications or reversals. In addition to appealing to the Grievance Board, the County and the Union may jointly agreed to schedule the matter for mediation with a Mediator from the State Mediation Service (or another jointly agreed up source). Such Mediation would be scheduled prior to a hearing before the Grievance Board with the goal of resolving the issue prior to the formal hearing.

18.4. Grievance Board.

A. The Grievance Board, whom shall all serve as neutrals shall consist of three (3) members as follows:

1. A department head or assistant department head of a County department other than in which the aggrieved employee is assigned, to be appointed by the County Administrative Officer,
2. A County employee represented and designated by the Union, and
3. The County Director of Support Services or his designee, who shall serve as chairperson.

B. The Union designee shall be granted release time to participate in the activities of the Grievance Board.

18.5. General Provisions.

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

B. If a manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level as if a negative response had been received on the final day for the decision.

C. The grievant may be represented by a person of his/her choice at any formal level of this procedure.

D. Prior to or during the steps of the grievance procedure, the grievant or his/her representative, supervisor(s), or department head may consult with the Personnel Director.

E. Time limits and formal steps may be waived by mutual written consent of the parties.

F. Proof of service shall be accomplished by certified mail or personal service.

G. The County Personnel Office shall serve as the repository for all grievances filed, regardless of the step in the procedure at which each is resolved. A copy of all grievances, written replies, appeals, decisions and other supportive material should be submitted to the County Personnel Office

18.6. Complaint Procedure.

An employee may bring non-grievable items to the attention of the department head by memo through the department's chain of command. Should the employee feel the issue is unresolved at that level he or she may bring it to the Director of Support Services for consideration and final decision.

ARTICLE 19 PEACEFUL PERFORMANCE

19.1. NO STRIKES OR LOCKOUTS

A. During the term of this agreement, neither the Union nor its agents, or any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with movement or transportation of persons or good to or from the Employer's premises. The Employer shall not engage in a lockout or any other deprivation of work as a means of obtaining the Union's or its members' agreement to a change in working conditions.

B. The prohibitions of this Section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this agreement, (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Union, any other labor organization, or any other group of employees, or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protests, consumer protest, or environmental protest. However, picketing with respect to issues in (iii) above for the sole purpose of providing information to the public is permissible, provided that the picket signs clearly state that the picketing is informational only.

C. If any conduct prohibited by this Section occurs, the Union shall immediately make every reasonable effort to terminate such conduct. If the Union makes such an effort to terminate, and does not in any way encourage any of the activities prohibited by this Section, which were not instigated by the Union or its staff, the Union will not be liable for damages to the Employer caused by such activities.

19.2. DISCIPLINE.

Any employee who participates in any activity prohibited by Section 19.1 of this Article shall be subject to discharge or any lesser discipline as the Employer shall determine. Such discharge or discipline shall be subject to Article 16, Disciplinary Action.

19.3. REMEDIES FOR BREACH.

The Employer and the Union shall be entitled to seek all appropriate remedies, including but not limited to injunctive relief and damages, if Section 19.1 of this Article is violated, without prior resort to any dispute resolution procedure provided under this agreement, and whether or not the dispute giving rise to the conduct which violates such Section is subject to such procedures.

ARTICLE 20 PERSONNEL RULES

20.1. Additional rules, regulations, policies and general working conditions governing employment for employees covered by this agreement are set forth in the County Personnel Rules.

20.2. If during the term of this agreement the County desires to amend the following provisions of the Personnel Rules except for purposes of compliance with requirements of law the County shall give notice to the Union and provide an opportunity to meet and confer on any proposed substantive changes. Should the Union choose to meet and confer, it shall notify the County within five (5) days of receipt of the County's notice. Representatives of the County and the Union shall meet and confer in a timely manner. If an agreement is not reached the County reserves the right to unilaterally implement in accordance with the law.

20.3. The following provisions of the Personnel Manual are covered by this Article:

1. Voluntary Time Off Without Pay
2. Leaves of Absence
3. Drug/Alcohol Testing Policy
4. Salary administration provisions dealing with merit steps; salary on promotion; reclassification; transfer and demotion; and anniversary dates.
5. Layoff Provisions

20.4. The above provisions which are contained in the County Personnel Rules are the proper subject of the Grievance Procedure.

ARTICLE 21 FULL UNDERSTANDING, MODIFICATION AND WAIVER

21.1. Full Understanding.

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

21.2. No Interim Bargaining.

A. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and

agreements arrived at after the exercise of that right are set forth in this Agreement. Except as may be otherwise provided herein, matters agreed to in this agreement shall remain in full force and effect for the term of this agreement.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

21.3. Modification.

A. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.

B. In the event any new practice, subject or matter arises during the term of this Agreement that is within the scope of meet and confer, and an action is proposed by the County, the Union shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the County reserves the right to take necessary action in accordance with provisions of the law.

21.4. Waiver.

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

21.5. Controlling Authority.

This Memorandum of Understanding shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

21.6. Savings Provision.

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, or if there are any statutory or regulatory changes affecting this agreement, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Notwithstanding this Article, should a provision or application be deemed invalid by a court of competent jurisdiction or as the result of a statutory or regulatory change, the parties shall, upon written request of either party, meet not later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions so affected.

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FOR THE COUNTY OF SHASTA:

FOR TEAMSTERS:

Gage C. Dungy, Labor Negotiator

Dave Hawley, Business Agent, Local #137

Shelley Forbes, Director of Support Services

Bill Wood, Member

Monica Fugitt, Team Member

Larry Ward, Team Member

Kari Kibler, Team Member

Bryan Holmes, Team Member

Kristen Racki, Team Member

Cody Jenkins, Team Member

Dated: _____

Dated: _____

ATTACHMENT A			
		Current (Prior to 1/1/2023)	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	375	2829	3611
ADULT CUSTODY COOK II	398	3165	4040
ADULT CUSTODY COOK III	427	3646	4653
COOK I	375	2829	3611
COOK II	398	3165	4040
CUSTODIAN I	375	2829	3611
CUSTODIAN II	385	2971	3791
EQUIPMENT MECHANIC	456	4201	5361
FLEET MECHANIC	438	3847	4910
FLEET MECHANIC HELPER	398	3165	4040
GROUND MAINTENANCE WORKER I	375	2829	3611
GROUND MAINTENANCE WORKER II	395	3119	3981
IT CABLING TECHNICIAN	446	4001	5106
LEAD GROUND MAINTENANCE WKR	430	3700	4722
LEAD MAINTENANCE WKR	456	4201	5361
LEAD WATER/WASTEWATER OPERATOR	494	5056	6454
MAINTENANCE MECHANIC I	386	2985	3810
MAINTENANCE MECHANIC II	416	3456	4411
MECHANICAL CRAFTS WORKER I	439	3866	4934
MECHANICAL CRAFTS WORKER II	449	4059	5181
PARTS STOREKEEPER	431	3718	4746
ROAD MAINTENANCE WORKER I	401	3212	4099
ROAD MAINTENANCE WORKER II	421	3541	4519
ROAD MAINTENANCE WORKER III	441	3904	4983
SPECIAL CREWS WORKER III	441	3904	4983
TELEPHONE COMMUNICATIONS TECH	472	4542	5797
WATER/WASTEWATER OPERATOR I	449	4059	5181
WATER/WASTEWATER OPERATOR II	479	4699	5998
WATER/WASTEWATER OPERATOR TRNE	419	3507	4475
WELDER MECHANIC	456	4201	5361

ATTACHMENT B			
		Effective Pay Period Beginning 2/26/2023	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	375	2899	3701
ADULT CUSTODY COOK II	398	3245	4141
ADULT CUSTODY COOK III	427	3737	4770
COOK I	375	2899	3701
COOK II	398	3245	4141
CUSTODIAN I	375	2899	3701
CUSTODIAN II	385	3045	3886
EQUIPMENT MECHANIC	456	4306	5495
FLEET MECHANIC	438	3943	5033
FLEET MECHANIC HELPER	398	3245	4141
GROUND MAINTENANCE WORKER I	375	2899	3701
GROUND MAINTENANCE WORKER II	395	3197	4080
IT CABLING TECHNICIAN	446	4101	5234
LEAD GROUND MAINTENANCE WKR	430	3793	4841
LEAD MAINTENANCE WKR	456	4306	5495
LEAD WATER/WASTEWATER OPERATOR	494	5183	6615
MAINTENANCE MECHANIC I	386	3060	3905
MAINTENANCE MECHANIC II	416	3542	4521
MECHANICAL CRAFTS WORKER I	439	3963	5057
MECHANICAL CRAFTS WORKER II	449	4161	5311
PARTS STOREKEEPER	431	3811	4864
ROAD MAINTENANCE WORKER I	401	3292	4201
ROAD MAINTENANCE WORKER II	421	3630	4632
ROAD MAINTENANCE WORKER III	441	4002	5107
SPECIAL CREWS WORKER III	441	4002	5107
TELEPHONE COMMUNICATIONS TECH	472	4655	5942
WATER/WASTEWATER OPERATOR I	449	4161	5311
WATER/WASTEWATER OPERATOR II	479	4817	6147
WATER/WASTEWATER OPERATOR TRNE	419	3594	4587
WELDER MECHANIC	456	4306	5495

ATTACHMENT C			
		Effective Pay Period Beginning 12/17/2023	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	375	2972	3793
ADULT CUSTODY COOK II	398	3326	4244
ADULT CUSTODY COOK III	427	3831	4889
COOK I	375	2972	3793
COOK II	398	3326	4244
CUSTODIAN I	375	2972	3793
CUSTODIAN II	385	3121	3983
EQUIPMENT MECHANIC	456	4413	5633
FLEET MECHANIC	438	4042	5159
FLEET MECHANIC HELPER	398	3326	4244
GROUND MAINTENANCE WORKER I	375	2972	3793
GROUND MAINTENANCE WORKER II	395	3277	4182
IT CABLING TECHNICIAN	446	4203	5364
LEAD GROUND MAINTENANCE WKR	430	3888	4962
LEAD MAINTENANCE WKR	456	4413	5633
LEAD WATER/WASTEWATER OPERATOR	494	5312	6780
MAINTENANCE MECHANIC I	386	3136	4003
MAINTENANCE MECHANIC II	416	3631	4634
MECHANICAL CRAFTS WORKER I	439	4062	5184
MECHANICAL CRAFTS WORKER II	449	4265	5443
PARTS STOREKEEPER	431	3906	4986
ROAD MAINTENANCE WORKER I	401	3374	4306
ROAD MAINTENANCE WORKER II	421	3720	4748
ROAD MAINTENANCE WORKER III	441	4102	5235
SPECIAL CREWS WORKER III	441	4102	5235
TELEPHONE COMMUNICATIONS TECH	472	4772	6090
WATER/WASTEWATER OPERATOR I	449	4265	5443
WATER/WASTEWATER OPERATOR II	479	4937	6301
WATER/WASTEWATER OPERATOR TRNE	419	3684	4702
WELDER MECHANIC	456	4413	5633

ATTACHMENT D			
		Effective Pay Period Beginning 12/15/2024	
Job Classification	Range	A Step	F Step
ADULT CUSTODY COOK I	375	3031	3869
ADULT CUSTODY COOK II	398	3392	4329
ADULT CUSTODY COOK III	427	3907	4987
COOK I	375	3031	3869
COOK II	398	3392	4329
CUSTODIAN I	375	3031	3869
CUSTODIAN II	385	3184	4063
EQUIPMENT MECHANIC	456	4502	5745
FLEET MECHANIC	438	4123	5262
FLEET MECHANIC HELPER	398	3392	4329
GROUND MAINTENANCE WORKER I	375	3031	3869
GROUND MAINTENANCE WORKER II	395	3343	4266
IT CABLING TECHNICIAN	446	4287	5472
LEAD GROUND MAINTENANCE WKR	430	3966	5061
LEAD MAINTENANCE WKR	456	4502	5745
LEAD WATER/WASTEWATER OPERATOR	494	5419	6916
MAINTENANCE MECHANIC I	386	3199	4083
MAINTENANCE MECHANIC II	416	3703	4727
MECHANICAL CRAFTS WORKER I	439	4143	5288
MECHANICAL CRAFTS WORKER II	449	4350	5552
PARTS STOREKEEPER	431	3985	5085
ROAD MAINTENANCE WORKER I	401	3442	4392
ROAD MAINTENANCE WORKER II	421	3795	4843
ROAD MAINTENANCE WORKER III	441	4184	5340
SPECIAL CREWS WORKER III	441	4184	5340
TELEPHONE COMMUNICATIONS TECH	472	4867	6212
WATER/WASTEWATER OPERATOR I	449	4350	5552
WATER/WASTEWATER OPERATOR II	479	5036	6427
WATER/WASTEWATER OPERATOR TRNE	419	3758	4796
WELDER MECHANIC	456	4502	5745

SALARY RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY SALARY SCHEDULE**

BE IT RESOLVED that effective February 26, 2023, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes

Footnote Language

ADD

89

An employee in the classification of Water/Wastewater Operator I/II or Lead Water/Wastewater Operator who possesses a Backflow Prevention Assembly Tester Certification issued by the American Water Works Association or other certification agency in accordance with Title 17 of the California Administrative Code, shall receive an additional five percent (5%) of base pay.

ADD

90

An employee in the classification of Lead Maintenance Worker who is certified by the federal Department of Transportation and the California Department of Motor Vehicles to be a Commercial Driver's License Trainer and who is assigned by the Department Head as part of their regular duties to perform Commercial Driver's License Trainer duties shall receive an additional five percent (5%) of base pay. No more than two (2) employees can be assigned to the above referenced duties at the same time to receive this premium pay.

FROM

69

A member of Teamsters in a Classification that is required to possess and maintain a Commercial Driver's License shall receive an additional fifty cents (\$0.50) per hour.

TO

69

A member of Teamsters in a Classification that is required to possess and maintain a California Commercial driver's license (Class A) shall receive an additional two dollars (\$2.00) per hour.

BE IT FURTHER RESOLVED that effective February 26, 2023, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
<u>FROM</u>						
83	ADULT CUSTODY COOK I	C	TEAM	375	2829	3611

Salary Resolution

February 21, 2023

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
83	ADULT CUSTODY COOK II	C	TEAM	398	3165	4040
83	ADULT CUSTODY COOK III	C	TEAM	427	3646	4653
	COOK I	C	TEAM	375	2829	3611
	COOK II	C	TEAM	398	3165	4040
	CUSTODIAN I	C	TEAM	375	2829	3611
	CUSTODIAN II	C	TEAM	385	2971	3791
14,22,68,69	EQUIPMENT MECHANIC	C	TEAM	456	4201	5361
14	FLEET MECHANIC	C	TEAM	438	3847	4910
	FLEET MECHANIC HELPER	C	TEAM	398	3165	4040
8,67	GROUND MAINTENANCE WORKER I	C	TEAM	375	2829	3611
8,67	GROUND MAINTENANCE WORKER II	C	TEAM	395	3119	3981
52	IT CABLING TECHNICIAN	C	TEAM	446	4001	5106
8,67	LEAD GROUND MAINTENANCE WKR	C	TEAM	430	3700	4722
14,61,69	LEAD MAINTENANCE WORKER	C	TEAM	456	4201	5361
	LEAD WATER/WASTEWATER OPERATOR	C	TEAM	494	5056	6454
14,69	MAINTENANCE MECHANIC I	C	TEAM	386	2985	3810
14,69	MAINTENANCE MECHANIC II	C	TEAM	416	3456	4411
13,14,83	MECHANICAL CRAFTS WORKER I	C	TEAM	439	3866	4934
13,14,52,83	MECHANICAL CRAFTS WORKER II	C	TEAM	449	4059	5181
14	PARTS STOREKEEPER	C	TEAM	431	3718	4746
50,69	ROAD MAINTENANCE WORKER I	C	TEAM	401	3212	4099
50,69	ROAD MAINTENANCE WORKER II	C	TEAM	421	3541	4519
69	ROAD MAINTENANCE WORKER III	C	TEAM	441	3904	4983

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February 21, 2023

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
69	SPECIAL CREWS WORKER III	C	TEAM	441	3904	4983
52	TELEPHONE COMMUNICATIONS TECH	C	TEAM	472	4542	5797
	WATER/WASTEWATER OPERATOR I	C	TEAM	449	4059	5181
	WATER/WASTEWATER OPERATOR II	C	TEAM	479	4699	5998
	WATER/WASTEWATER OPERATOR TRNE	C	TEAM	419	3507	4475
6,14	WELDER MECHANIC	C	TEAM	456	4201	5361
<u>TO</u>						
83,88	ADULT CUSTODY COOK I	C	TEAM	375	2899	3701
83,88	ADULT CUSTODY COOK II	C	TEAM	398	3245	4141
83,88	ADULT CUSTODY COOK III	C	TEAM	427	3737	4770
88	COOK I	C	TEAM	375	2899	3701
88	COOK II	C	TEAM	398	3245	4141
88	CUSTODIAN I	C	TEAM	375	2899	3701
88	CUSTODIAN II	C	TEAM	385	3045	3886
14,22,68,69,88	EQUIPMENT MECHANIC	C	TEAM	456	4306	5495
14,88	FLEET MECHANIC	C	TEAM	438	3943	5033
88	FLEET MECHANIC HELPER	C	TEAM	398	3245	4141
8,67,88	GROUNDS MAINTENANCE WORKER I	C	TEAM	375	2899	3701
8,67,88	GROUNDS MAINTENANCE WORKER II	C	TEAM	395	3197	4080
52,88	IT CABLING TECHNICIAN	C	TEAM	446	4101	5234
8,67,88	LEAD GROUNDS MAINTENANCE WKR	C	TEAM	430	3793	4841
14,61,69,88,90	LEAD MAINTENANCE WORKER	C	TEAM	456	4306	5495
88,89	LEAD WATER/WASTEWATER OPERATOR	C	TEAM	494	5183	6615

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
14,69,88	MAINTENANCE MECHANIC I	C	TEAM	386	3060	3905
14,69,88	MAINTENANCE MECHANIC II	C	TEAM	416	3542	4521
13,14,88	MECHANICAL CRAFTS WORKER I	C	TEAM	439	3963	5057
13,14,52,83,88	MECHANICAL CRAFTS WORKER II	C	TEAM	449	4161	5311
14,88	PARTS STOREKEEPER	C	TEAM	431	3811	4864
50,69,88	ROAD MAINTENANCE WORKER I	C	TEAM	401	3292	4201
50,69,88	ROAD MAINTENANCE WORKER II	C	TEAM	421	3630	4632
69,88	ROAD MAINTENANCE WORKER III	C	TEAM	441	4002	5107
69,88	SPECIAL CREWS WORKER III	C	TEAM	441	4002	5107
52,88	TELEPHONE COMMUNICATIONS TECH	C	TEAM	472	4655	5942
88,89	WATER/WASTEWATER OPERATOR I	C	TEAM	449	4161	5311
88,89	WATER/WASTEWATER OPERATOR II	C	TEAM	479	4817	6147
88	WATER/WASTEWATER OPERATOR TRNE	C	TEAM	419	3594	4587
6,14,88	WELDER MECHANIC	C	TEAM	456	4306	5495

BE IT FURTHER RESOLVED that effective December 17, 2023, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>FROM</u>						
83,88	ADULT CUSTODY COOK I	C	TEAM	375	2899	3701
83,88	ADULT CUSTODY COOK II	C	TEAM	398	3245	4141
83,88	ADULT CUSTODY COOK III	C	TEAM	427	3737	4770
88	COOK I	C	TEAM	375	2899	3701

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
88	COOK II	C	TEAM	398	3245	4141
88	CUSTODIAN I	C	TEAM	375	2899	3701
88	CUSTODIAN II	C	TEAM	385	3045	3886
14,22,68,69,88	EQUIPMENT MECHANIC	C	TEAM	456	4306	5495
14,88	FLEET MECHANIC	C	TEAM	438	3943	5033
88	FLEET MECHANIC HELPER	C	TEAM	398	3245	4141
8,67,88	GROUNDS MAINTENANCE WORKER I	C	TEAM	375	2899	3701
8,67,88	GROUNDS MAINTENANCE WORKER II	C	TEAM	395	3197	4080
52,88	IT CABLING TECHNICIAN	C	TEAM	446	4101	5234
8,67,88	LEAD GROUNDS MAINTENANCE WKR	C	TEAM	430	3793	4841
14,61,69,88,90	LEAD MAINTENANCE WORKER	C	TEAM	456	4306	5495
88,89	LEAD WATER/WASTEWATER OPERATOR	C	TEAM	494	5183	6615
14,69,88	MAINTENANCE MECHANIC I	C	TEAM	386	3060	3905
14,69,88	MAINTENANCE MECHANIC II	C	TEAM	416	3542	4521
13,14,88	MECHANICAL CRAFTS WORKER I	C	TEAM	439	3963	5057
13,14,52,83,88	MECHANICAL CRAFTS WORKER II	C	TEAM	449	4161	5311
14,88	PARTS STOREKEEPER	C	TEAM	431	3811	4864
50,69,88	ROAD MAINTENANCE WORKER I	C	TEAM	401	3292	4201
50,69,88	ROAD MAINTENANCE WORKER II	C	TEAM	421	3630	4632
69,88	ROAD MAINTENANCE WORKER III	C	TEAM	441	4002	5107
69,88	SPECIAL CREWS WORKER III	C	TEAM	441	4002	5107
52,88	TELEPHONE COMMUNICATIONS TECH	C	TEAM	472	4655	5942
88,89	WATER/WASTEWATER OPERATOR I	C	TEAM	449	4161	5311

Salary Resolution

February 21, 2023

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
88,89	WATER/WASTEWATER OPERATOR II	C	TEAM	479	4817	6147
88	WATER/WASTEWATER OPERATOR TRNE	C	TEAM	419	3594	4587
6,14,88	WELDER MECHANIC	C	TEAM	456	4306	5495
<u>TO</u>						
83,88	ADULT CUSTODY COOK I	C	TEAM	375	2972	3793
83,88	ADULT CUSTODY COOK II	C	TEAM	398	3326	4244
83,88	ADULT CUSTODY COOK III	C	TEAM	427	3831	4889
88	COOK I	C	TEAM	375	2972	3793
88	COOK II	C	TEAM	398	3326	4244
88	CUSTODIAN I	C	TEAM	375	2972	3793
88	CUSTODIAN II	C	TEAM	385	3121	3983
14,22,68,69,88	EQUIPMENT MECHANIC	C	TEAM	456	4413	5633
14,88	FLEET MECHANIC	C	TEAM	438	4042	5159
88	FLEET MECHANIC HELPER	C	TEAM	398	3326	4244
8,67,88	GROUNDS MAINTENANCE WORKER I	C	TEAM	375	2972	3793
8,67,88	GROUNDS MAINTENANCE WORKER II	C	TEAM	395	3277	4182
52,88	IT CABLING TECHNICIAN	C	TEAM	446	4203	5364
8,67,88	LEAD GROUNDS MAINTENANCE WKR	C	TEAM	430	3888	4962
14,61,69,88,90	LEAD MAINTENANCE WORKER	C	TEAM	456	4413	5633
88,89	LEAD WATER/WASTEWATER OPERATOR	C	TEAM	494	5312	6780
14,69,88	MAINTENANCE MECHANIC I	C	TEAM	386	3136	4003
14,69,88	MAINTENANCE MECHANIC II	C	TEAM	416	3631	4634
13,14,88	MECHANICAL CRAFTS WORKER I	C	TEAM	439	4062	5184

Salary Resolution
February 21, 2023
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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
13,14,52,83,88	MECHANICAL CRAFTS WORKER II	C	TEAM	449	4265	5443
14,88	PARTS STOREKEEPER	C	TEAM	431	3906	4986
50,69,88	ROAD MAINTENANCE WORKER I	C	TEAM	401	3374	4306
50,69,88	ROAD MAINTENANCE WORKER II	C	TEAM	421	3720	4748
69,88	ROAD MAINTENANCE WORKER III	C	TEAM	441	4102	5235
69,88	SPECIAL CREWS WORKER III	C	TEAM	441	4102	5235
52,88	TELEPHONE COMMUNICATIONS TECH	C	TEAM	472	4772	6090
88,89	WATER/WASTEWATER OPERATOR I	C	TEAM	449	4265	5443
88,89	WATER/WASTEWATER OPERATOR II	C	TEAM	479	4937	6301
88	WATER/WASTEWATER OPERATOR TRNE	C	TEAM	419	3684	4702
6,14,88	WELDER MECHANIC	C	TEAM	456	4413	5633

BE IT FURTHER RESOLVED that effective December 15, 2024, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>FROM</u>						
83,88	ADULT CUSTODY COOK I	C	TEAM	375	2972	3793
83,88	ADULT CUSTODY COOK II	C	TEAM	398	3326	4244
83,88	ADULT CUSTODY COOK III	C	TEAM	427	3831	4889
88	COOK I	C	TEAM	375	2972	3793
88	COOK II	C	TEAM	398	3326	4244
88	CUSTODIAN I	C	TEAM	375	2972	3793

Salary Resolution

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
88	CUSTODIAN II	C	TEAM	385	3121	3983
14,22,68,69,88	EQUIPMENT MECHANIC	C	TEAM	456	4413	5633
14,88	FLEET MECHANIC	C	TEAM	438	4042	5159
88	FLEET MECHANIC HELPER	C	TEAM	398	3326	4244
8,67,88	GROUNDS MAINTENANCE WORKER I	C	TEAM	375	2972	3793
8,67,88	GROUNDS MAINTENANCE WORKER II	C	TEAM	395	3277	4182
52,88	IT CABLING TECHNICIAN	C	TEAM	446	4203	5364
8,67,88	LEAD GROUNDS MAINTENANCE WKR	C	TEAM	430	3888	4962
14,61,69,88,90	LEAD MAINTENANCE WORKER	C	TEAM	456	4413	5633
88,89	LEAD WATER/WASTEWATER OPERATOR	C	TEAM	494	5312	6780
14,69,88	MAINTENANCE MECHANIC I	C	TEAM	386	3136	4003
14,69,88	MAINTENANCE MECHANIC II	C	TEAM	416	3631	4634
13,14,88	MECHANICAL CRAFTS WORKER I	C	TEAM	439	4062	5184
13,14,52,83,88	MECHANICAL CRAFTS WORKER II	C	TEAM	449	4265	5443
14,88	PARTS STOREKEEPER	C	TEAM	431	3906	4986
50,69,88	ROAD MAINTENANCE WORKER I	C	TEAM	401	3374	4306
50,69,88	ROAD MAINTENANCE WORKER II	C	TEAM	421	3720	4748
69,88	ROAD MAINTENANCE WORKER III	C	TEAM	441	4102	5235
69,88	SPECIAL CREWS WORKER III	C	TEAM	441	4102	5235
52,88	TELEPHONE COMMUNICATIONS TECH	C	TEAM	472	4772	6090
88,89	WATER/WASTEWATER OPERATOR I	C	TEAM	449	4265	5443
88,89	WATER/WASTEWATER OPERATOR II	C	TEAM	479	4937	6301
88	WATER/WASTEWATER OPERATOR TRNE	C	TEAM	419	3684	4702

Salary Resolution

February 21, 2023

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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
6,14,88	WELDER MECHANIC	C	TEAM	456	4413	5633
<u>TO</u>						
83,88	ADULT CUSTODY COOK I	C	TEAM	375	3031	3869
83,88	ADULT CUSTODY COOK II	C	TEAM	398	3392	4329
83,88	ADULT CUSTODY COOK III	C	TEAM	427	3907	4987
88	COOK I	C	TEAM	375	3031	3869
88	COOK II	C	TEAM	398	3392	4329
88	CUSTODIAN I	C	TEAM	375	3031	3869
88	CUSTODIAN II	C	TEAM	385	3184	4063
14,22,68,69,88	EQUIPMENT MECHANIC	C	TEAM	456	4502	5745
14,88	FLEET MECHANIC	C	TEAM	438	4123	5262
88	FLEET MECHANIC HELPER	C	TEAM	398	3392	4329
8,67,88	GROUPS MAINTENANCE WORKER I	C	TEAM	375	3031	3869
8,67,88	GROUPS MAINTENANCE WORKER II	C	TEAM	395	3343	4266
52,88	IT CABLING TECHNICIAN	C	TEAM	446	4287	5472
8,67,88	LEAD GROUPS MAINTENANCE WKR	C	TEAM	430	3966	5061
14,61,69,88,90	LEAD MAINTENANCE WORKER	C	TEAM	456	4502	5745
88,89	LEAD WATER/WASTEWATER OPERATOR	C	TEAM	494	5419	6916
14,69,88	MAINTENANCE MECHANIC I	C	TEAM	386	3199	4083
14,69,88	MAINTENANCE MECHANIC II	C	TEAM	416	3703	4727
13,14,88	MECHANICAL CRAFTS WORKER I	C	TEAM	439	4143	5288
13,14,52,83,88	MECHANICAL CRAFTS WORKER II	C	TEAM	449	4350	5552
14,88	PARTS STOREKEEPER	C	TEAM	431	3985	5085

Salary Resolution
February 21, 2023
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<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Approx.</u> <u>Monthly</u> <u>F Step</u>
50,69,88	ROAD MAINTENANCE WORKER I	C	TEAM	401	3442	4392
50,69,88	ROAD MAINTENANCE WORKER II	C	TEAM	421	3795	4843
69,88	ROAD MAINTENANCE WORKER III	C	TEAM	441	4184	5340
69,88	SPECIAL CREWS WORKER III	C	TEAM	441	4184	5340
52,88	TELEPHONE COMMUNICATIONS TECH	C	TEAM	472	4867	6212
88,89	WATER/WASTEWATER OPERATOR I	C	TEAM	449	4350	5552
88,89	WATER/WASTEWATER OPERATOR II	C	TEAM	479	5036	6427
88	WATER/WASTEWATER OPERATOR TRNE	C	TEAM	419	3758	4796
6,14,88	WELDER MECHANIC	C	TEAM	456	4502	5745

DULY PASSED AND ADOPTED this 21st day of February, 2023, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

MARY E. WILLIAMS
Acting Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - Public Works-4.

SUBJECT:

Approve a contract with Harbert Roofing, Inc., for roofing repairs, removal, replacement, inspections, and modifications.

DEPARTMENT: Public Works

Supervisory District No. : All

DEPARTMENT CONTACT: Al Cathey, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Al Cathey, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Approve a contract with Harbert Roofing, Inc., in an amount not to exceed \$200,000, with no single project to exceed \$60,000, for roofing repairs, removal, replacement, inspections, and modifications on County-owned or leased buildings for a period of year, effective date of signing, with one automatic one-year renewal.

DISCUSSION

On November 16, 2022, the Support Services Department-Purchasing Unit (County Purchasing) released RFQ 23-09 for roofing contractor services on an as-needed basis. Harbert Roofing, Inc. submitted the only proposal. Their proposed rates are reasonable. Their past performance has been satisfactory. The proposed aggregate contract with Harbert Roofing, Inc. provides for roofing repairs, removal, replacement, inspections, and modifications on County-owned or leased buildings in an amount not to exceed \$200,000, with no one project exceeding \$60,000, for a one-year term effective date of signing with one automatic one-year renewal.

ALTERNATIVES

The Board may decline to award the contract. No other proposals were received. Individual contracts can be issued on a case-by-case basis. Aggregate contracts expedite response to urgent situations which may arise with roofing issues.

OTHER AGENCY INVOLVEMENT

County Purchasing managed the Request for Quotes process. County Counsel has approved the contract as to form. Risk Management has approved the contract. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Sufficient appropriations are included in the Adopted Fiscal Year 2022-23 budgets of the affected departments. Similar appropriations will be included in the proposed Fiscal Year 2023-24 budgets.

ATTACHMENTS:

Description	Upload Date	Description
Harbert Roofing Contract	2/1/2023	Harbert Roofing Contract

AGGREGATE PUBLIC WORKS CONSTRUCTION CONTRACT

THIS CONTRACT is between the County of Shasta, a political subdivision of the State of California through its Facilities Management Division of the Department of Public Works ("County") and Harbert Roofing, Inc., a California Corporation ("Contractor") for roofing and gutter repairs and installation.

Section 1. THE WORK

Contractor shall perform all the work required by the Contract Documents. The work is described generally as follows:

- 1.1 It is the intent of the parties that the Contractor shall undertake, at the County's written direction, a number of small public works projects ("Project") during the term of this Contract as requested by County. Contractor shall perform roof repairs, removal, replacements, scheduled maintenance, preventative maintenance, and substrata inspections; make minor structural modifications, including metal fabrication, carpentry, and electrical work at County-owned or leased buildings. Contractor shall repair, replace, and modify scuppers, gutters, downspouts, and closures at County-owned or leased buildings. Each such Project shall be negotiated between the Contractor and representatives of the Facilities Management Division of the County's Department of Public Works ("Facilities Management"). The scope of work, materials type, schedule, Project time limit, and each Project price shall be agreed to in writing between the Contractor and Facilities Management. A purchase order number shall be issued prior to the commencement of each Project and shall be considered a notice to proceed ("Notice to Proceed") with the work. In no event shall the total sum payable for all Projects assigned under this Contract exceed the amount set forth in Section 3 of this Contract.
- 1.2 The work to be undertaken by Contractor with regard to each Project shall include all labor, equipment, parts, and materials, and be performed to the satisfaction of the County.
- 1.3 County shall provide reasonable access to County's property and/or buildings as needed by Contractor to perform the work required for each Project.
- 1.4 No single Project cost may exceed \$60,000 and no single assignment or Project may be split into two or more separate parts in an attempt to bring each part under this \$60,000 limit. In determining whether any assignment or Project costs \$60,000 or less, all costs of labor and overhead must be included.

Section 2. TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The initial term of this Contract shall be for one year beginning as of the last date it has been signed by both parties. The term of this Contract shall be extended for one additional one-year term under the same terms and conditions unless written

notice of non-renewal is provided to Contractor at least 30 days prior to the expiration of the initial term or the then current term.

- 2.2 Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Contract in County's budget for that County fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall end as of June 30 of the last County fiscal year for which funds for this Contract were appropriated. For the purposes of this Contract, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.
- 2.3 The Project shall be commenced within seven days of issuance by County of a written Notice to Proceed with the work on the Project, and shall be completed no later than 30 days following issuance of the Notice to Proceed ("Completion Date"). Time is of the essence of this Contract.
- 2.4 If Contractor materially fails to perform Contractor's responsibilities under this Contract to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this Contract, or if Contractor violates any of the terms or provisions of this Contract, then County shall have the right to terminate this Contract for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph 2.4 of this section.
- 2.5 County may terminate this Contract without cause on thirty (30) days written notice to Contractor.
- 2.6 County may terminate this Contract immediately upon oral notice should funding cease or be materially decreased during the term of this Contract.
- 2.7 County's right to terminate this Contract may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works Director.
- 2.8 If this Contract is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 3. CONTRACT SUM

- 3.1 The Contract Sum is the total amount payable by County to Contractor for completion of all of the work under this Contract. The Contract Sum shall not exceed \$200,000 unless otherwise modified in accordance with this Contract.
- 3.2 Contractor shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments

require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this Contract.

- 3.3 Contractor shall be paid at the rates for each project as mutually agreed upon by the Parties and rates of compensation shall also comply with Exhibit A, attached and incorporated herein, for the services described in Section 1 of this Contract.

Section 4. PAYMENT SCHEDULE

- 4.1 If the Completion Date of this Contract as specified in Section 2 is 30 or fewer calendar days after the issuance of the Notice to Proceed, County shall make a lump sum payment of 95 percent of the Contract Sum upon substantial completion of the Project.
- 4.2 If the Completion Date of this Contract as specified in Section 2 is more than 30 calendar days after the issuance of the Notice to Proceed, Contractor shall submit to County on or before the fifth day of each month an application for payment ("Application for Payment") specifying in detail the labor and materials expended toward completion of the Project during the previous month. County's review of the Application for Payment and estimate of the value of labor and materials expended toward completion of the Project shall be final. County shall pay to Contractor, by the 20th of each month, 95 percent of the value, as determined by County in its sole discretion, of the labor and materials expended toward completion of the Project during the previous month. Upon substantial completion of the Project, County shall have paid to Contractor through monthly payments as set forth above, 95 percent of the Contract Sum. County shall make final payment of the remaining 5 percent (the "Retention") not later than 45 days after substantial completion of the Project, provided the Contract is then fully performed and the Project has been accepted by County, and subject to the provisions of Sections 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the Project up to the time of such payments, the entire Project being subject to final inspection and approval of County.
- 4.3 If progress payments are to be made under this Contract, the provisions of Public Contract Code section 20104.50 apply. Section 20104.50 provides that:
 - .1 if the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, County shall pay interest to Contractor thereon at the legal rate of Code of Civil Procedure Section 685.010;
 - .2 County shall review each payment request as soon as practicable after receipt to determine if it is proper;
 - .3 County shall return to the Contractor within seven days of its receipt by County any payment request that County determines to be improper together with a written statement of reasons why the request is not proper; and

- .4 the number of days available to County to make a payment without incurring interest shall be reduced by the number of days by which County exceeds the seven-day return requirement.

A progress payment does not include any portion of the final payment designated as the Retention.

Section 5. PAYMENTS

- 5.1 Except as provided in this Section, payments to Contractor shall be made as provided in Section 4.
- 5.2 Payments may be withheld on account of: (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.
- 5.3 Final payment shall not be due until Contractor has delivered to County a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to County indemnifying County against any such notice or lien.
- 5.4 No payment issued to Contractor by County or on behalf of County, shall be construed to be a waiver by County of its right to seek any remedy, or assert any cause of action, in law or equity for breach of any provision of this Contract.

Section 6. CONTRACT DOCUMENTS

- 6.1 The Contract Documents shall consist of this Contract; any supplemental or special conditions to this Contract; any plans, specifications, and drawings; any addenda and bulletins; and any other documents, including but not limited to change orders and modifications, signed by both parties relating to the Project. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment, and other items necessary for the proper execution and completion of the Project and the terms and conditions of payment therefor, and also to perform all work which may be reasonably necessary to produce the intended results.
- 6.2 If specifications and drawings have been prepared for the Project, the specifications and drawings are intended to correlate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both were mentioned in the specifications and set forth in the drawings.
- 6.3 The term “work” as used in the Contract Documents includes all labor necessary to complete the Project and all materials and equipment incorporated or to be incorporated in construction of the Project.

Section 7. CONTRACTOR

- 7.1 Contractor acknowledges that Contractor (as well as Contractor's principals, employees, subcontractors, and suppliers) is an independent contractor and not an employee, agent, or representative of County and that nothing in this Contract is intended to alter Contractor's independent contractor status. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold County harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers, and others, including compliance with Social Security, withholding and all other regulations governing such matters.
- 7.2 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract. If the work of this Contract is part of a larger project, Contractor shall communicate and cooperate with County and any other contractors on the larger project to the extent necessary so that the performance and sequence of the larger project may be carried forward in good order and in a timely manner.
- 7.3 Unless otherwise specifically noted in a writing signed by County, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project.
- 7.4 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.
- 7.5 Contractor represents and warrants to County that all materials and equipment incorporated in the Project will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.
- 7.6 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work and completion of the Project.
- 7.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and completion of the Project, and shall notify County if any of the Contract Documents are at variance therewith.
- 7.8 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents, and employees, and all other persons performing any of the work toward completion of the Project under a contract with Contractor.

- 7.9 Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Project, Contractor shall remove all of Contractor's waste materials and rubbish from and about the Project as well as all of Contractor's tools, construction equipment, machinery, and surplus materials. If Contractor fails to comply with this provision (Section 7.9), County may clean up the premises and charge the costs to Contractor. County may, in its sole discretion, deduct such costs from any sums owing Contractor or County may send a bill for such costs to Contractor and Contractor shall pay the County's costs within 30 days of receipt of County's bill therefor.
- 7.10 Contractor acknowledges that Contractor has made an independent investigation of the Project site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.
- 7.11 Contractor acknowledges that Contractor has read and understands all of the Contract Documents.
- 7.12 Contractor acknowledges awareness of the provisions of subdivision (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Article 4 of the Clayton Act (15 U.S.C. §. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Section 8. LIQUIDATED DAMAGES

- 8.1 The time limit specified in Section 2 is of the essence of this Contract. Contractor shall complete the Project by the Completion Date specified in Section 2 unless County agrees in writing to an extension of time.
- 8.2 The term "day" as used in the Contract Documents shall mean calendar day.
- 8.3 Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages.
- 8.4 The actual occurrence of damages and the actual amount of the damages which County would suffer if the Project were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail

in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which County would suffer in the event of delay include, but are not limited to, loss of the use of the work product, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the Project. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the Project within the time specified. Contractor agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Contractor.

- 8.5 The amount of liquidated damages to be paid by Contractor to County for failure to complete the Project as specified in this Contract will be \$250.00 for each day by which completion of the Project is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to County resulting from Contractor's default.
- 8.6 In the event Contractor shall become liable for liquidated damages under this Section, County, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Contractor, until the liability of Contractor under this Section has been fully satisfied. If the Retention is not sufficient to discharge all liabilities of Contractor incurred under this Section, Contractor and Contractor's sureties shall continue to remain liable to County until all such liabilities are fully satisfied.

Section 9. PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the Project, or any part thereof. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees on the Project and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated in the Project, and (3) other property at the Project site or adjacent thereto. In executing the work to complete the Project, or any part thereof, Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury, or loss. With respect to the work to complete the Project, or any part thereof, all damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of County.

Section 10. INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision

of services undertaken pursuant to this Contract by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Contract by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent Contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Contract. The Indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this Contract. County acknowledgement or approval of Contractor's evidence of the insurance coverage required by this Contract does not in any way relieve Contractor from its obligations under this section.

Section 11. CONTRACTOR'S INSURANCE

Without limiting Contractor's duties of defense and indemnification:

- 11.1 Contractor and any subcontractor shall carry, from an insurance carrier authorized to transact business in the State of California, Commercial General Liability Insurance, and other coverage necessary to protect County and the public with limits of liability of not less than \$2 million per occurrence or claim. Such insurance shall:
- .1 Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 - .2 Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for ongoing operations, and CG 20 37 for completed operations.
 - .3 Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 - .4 Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought.”

11.2 Contractor and any subcontractor shall carry Automobile Liability Insurance coverage any auto, unless Contractor has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:

- .1 Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
- .2 Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.

11.3 Contractor and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's employees covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this contract.

11.4 Contractor and any subcontractor shall carry Work and Materials (Builder's Risk) Insurance having “\$100,000 coverage” or “100 percent of the Contract sum,” whichever is greater.

11.5 Contractor shall require its subcontractors, if any, to carry and maintain coverage and evidence that equals or exceeds the coverage requirements imposed upon Contractor by this this Contract.

11.6 With regard to all insurance coverage required by this Contract:

- .1 Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this Contract; policy shall provide, or be endorsed to provide, that any self-insured

retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Contractor or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the self-insured retention or deductible.

- .2 If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Contractor or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this Contract and continue coverage for a period of three years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-Contract expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Contract.
- .3 In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
- .4 Contractor hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
- .5 Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this contract shall be applicable to County.
- .6 Before the effective date of this contract, Contractor shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments as evidence of meeting insurance coverage required of this contract; for purposes of verification of Contractor meeting insurance requirements of the contract, County reserves the right to require any policies, declarations, endorsements, and other documentation.
- .7 Coverage required herein shall be in effect at all times during the term of this Contract, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best’s rating of not less than A-VII, unless otherwise authorized by County.

- .8 In the event any insurance coverage expires at any time during the term of this Contract, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Contract or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Contract, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- .9 For any claims related to this agreement, Contractor's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Contractor's coverage and shall not contribute with it.
- .10 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 12. CHANGES IN THE WORK

- 12.1 Contractor and County agree that changes in this Contract or in the work shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by County and Contractor. If this Contract has been executed by County's Board of Supervisors or Executive Officer, and if the Supplemental Contract or change order does not result in raising the level of compensation above \$60,000, the County's Public Works Director may sign the Supplemental Contract or Change Order for County. It is specifically agreed that County shall have the right to request any alterations, deviations, reductions, or additions to the Contract Documents, including without limitation the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the work is completed in accordance with the original plans and specifications as amended by any Supplemental Contract(s) or Change Order(s). If a Supplemental Contract or Change Order requires an extension of time, time for completion of the work shall be extended to the date specified in the Supplemental Contract or Change Order. Contractor shall not be subject to any claims for liquidated damages for such period of time, but Contractor shall have no claim for any other compensation for any such delay. No Supplemental Contract or Change Order shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.
- 12.2 If any portion of the work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:
 - .1 Contractor shall promptly, and before the following materials or conditions are disturbed, notify County in writing of any:

- (a) material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (b) subsurface or latent physical conditions at the Project site differing from those anticipated by the parties; and
 - (c) unknown physical conditions at the Project site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- .2 County shall promptly investigate, and if County finds that the physical conditions at the Project site do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, and shall prepare for execution a Supplemental Contract or issue a Change Order under the procedures prescribed in the Contract Documents.
- .3 In the event that a dispute arises between County and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

Section 13. PROSECUTION OF WORK DESPITE DISPUTES

In the event of a dispute between County and Contractor as to an interpretation of any of the Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of County shall for the time being prevail and Contractor, without delaying the Project, shall proceed as directed by County without prejudice to a final determination by negotiation, arbitration, or litigation (subject to subsection 21.2 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, County shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of this Contract as a result of complying with County's directions.

Section 14. DEFAULT BY CONTRACTOR

- 14.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Section 2. If Contractor fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work and completion of the Project, or any part thereof, or if Contractor disregards laws, ordinances, or instructions of

County, then County may give Contractor a written notice requiring correction of the problem(s). If Contractor fails to correct the problem(s) or fails to make satisfactory arrangements for the correction of the problem(s) within five days of receipt of County's written notice, Contractor shall be deemed in default and County may terminate this Contract effective immediately upon written notice to Contractor. If Contractor files for bankruptcy, is adjudged bankrupt, makes a general assignment for the benefit of Contractor's creditors, has a receiver appointed on account of Contractor's insolvency, Contractor shall be deemed in default and County may terminate this Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages and other damages should the work be delayed beyond the Completion Date.

- 14.2 In the event of default by Contractor, and if the surety elects not to take over and perform this Contract, County may take over the Project or hire the work out to another contractor and prosecute the Project to completion at Contractor's expense by any method County deems, in its sole discretion, advisable. Contractor and Contractor's surety shall be liable to County for any excess incurred by County in excess of the Contract Sum. If County elects to perform the work itself, County may, without liability, take possession of and utilize in completing the Project, such equipment, materials, appliances, plants, and other property belonging to Contractor as is located on the Project site and necessary for completion of the Project or any part thereof. All subcontracts shall automatically be assigned to County and County may terminate any subcontract for County's convenience. If the expense of completing the Project exceeds the unpaid balance of the Contract Sum, Contractor shall pay the difference to the County, including but not limited to, rent paid to third parties and increased or additional labor costs incurred by County.

Section 15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 15.1 If the price for an individual Project assigned under this Contract is \$4,000.00 or less, no performance bond is required. For Projects exceeding \$4,000.00, Contractor shall provide County with a performance bond. The performance bond shall be in an amount of 100 percent of the individual Project quotation insuring the faithful performance of the Project under the provisions of this Contract. The bond shall be in such form as County may prescribe and with such sureties as may be agreeable to the parties. Contractor shall deliver the performance bond at the time of the execution of a written notice to proceed with the work.
- 15.2 If the price for an individual Project assigned under this Contract is \$25,000.00 or less, no labor and material payment bond is required. For Projects exceeding \$25,000.00, Contractor shall provide County with a labor and materials payment bond. The labor and materials payment bond shall be in an amount of 100 percent of the Project quotation to insure the payment of all obligations incurred by Contractor in connection with the work covered by this Contract.

- 15.3 The bond shall be in such form as County may prescribe and with such sureties as may be agreeable to the parties. Contractor shall deliver the labor and materials payment bond at the time of the execution of a written notice to proceed with the work.

Section 16. SUBSTITUTION OF SECURITIES

- 16.1 Consistent with California Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with County, or with a state or federally chartered bank in California as the escrow agent, which shall then pay those moneys to Contractor. Upon satisfactory completion of this Contract, the securities shall be returned to Contractor.
- 16.2 Alternatively, Contractor may request and County shall make payment of any Retention directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Upon satisfactory completion of the Project, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from County, pursuant to the terms of this Section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.
- 16.3 Securities eligible for investment under this Section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and County. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Section 17. PREVAILING WAGE RATES

- 17.1 If the Contract Sum is \$1,000 or more, Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each

subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

- 17.2 If the Contract Sum is \$1,000 or more, Contractor shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 17.3 If the Contract Sum is \$1,000 or more, Contractor shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Contractor shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.
- 17.4 The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before performing work on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors at <https://efiling.dir.ca.gov/PWCR/Search>.

Section 18. WORKING HOURS

In accordance with the provisions of sections 1810 to 1815 of the Labor Code, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any subcontractor, doing any part of the work contemplated by this Contract, shall be required or permitted to work more than eight hours in one calendar day or 40 hours in one calendar week, unless such worker is paid for all hours worked in excess thereof at not less than

1-1/2 times the basic rate of pay. Contractor and each subcontractor shall keep an accurate record showing the persons so employed and actual hours worked each calendar day and each calendar week by all workers employed in connection with the work contemplated by this Contract, which records shall be open at all reasonable hours to the inspection of County and the Division of Labor Standards Enforcement. It is hereby further agreed that Contractor shall forfeit as a penalty to County the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which said worker is required or permitted to labor more than eight hours in any one calendar day or 40 hours in any one calendar week in violation of sections 1810 to 1815 of the Labor Code.

Section 19. EMPLOYMENT OF APPRENTICES

Contractor agrees to comply with Labor Code sections 1777.5, 1777.6, and 3070, *et seq.*, each of which is incorporated by reference into this Contract. In summary, those statutory provisions require that contractors and subcontractors employ apprentices (as that term is defined in section 3077 of the Labor Code) in apprenticeable occupations in the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, but in no case shall the ratio be less than one hour worked by an apprentice for each five hours worked by a journeyman, unless an exemption is granted, and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training underwritten apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

Section 20. GUARANTY

20.1 Contractor guarantees all equipment, materials, supplies, and labor used in completing the Project. Should any of the materials or equipment prove defective or should the Project as a whole or any part thereof prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the Project or any part thereof fail to operate properly as originally intended and in accordance with any plans and specifications, due to any of the above causes within 12 months (or such longer period of time as may be prescribed by law, the supplier, or the manufacturer) after the date on which the Project is accepted by County, Contractor agrees to reimburse County, upon demand, for County's expenses incurred in restoring the Project to the condition contemplated, including, but not limited to, the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary to make such replacement or repairs, and the cost of testing the repaired or restored work, or, upon demand by County, to replace any such material and to repair said work completely without cost to County so that the Project will function successfully as originally contemplated. Contractor expressly agrees to act as co-guarantor of all equipment and materials incorporated in the Project, and Contractor shall supply County with all warranty and guarantee

documents relative to such equipment and materials which are guaranteed or warranted by their suppliers or manufacturers. The provisions of this Section apply to work done by any subcontractors of Contractor as well as to work done by Contractor.

- 20.2 County shall have the unqualified option to make any needed replacement or repairs to the Project or any part thereof or to have such replacements or repairs done by Contractor. In the event County elects to have said work performed by Contractor, Contractor agrees that said work shall be accomplished and such materials as are necessary shall be furnished and installed and any testing of repaired and replaced materials or work shall be done within 45 days (or such other time period as County and Contractor may agree upon in writing), after the receipt of demand from County and at no additional cost to County. If Contractor shall fail or refuse to comply with Contractor's obligations under this Section, County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Section 21. MISCELLANEOUS PROVISIONS

- 21.1 Utility Relocation. County shall comply with Government Code section 4215, regarding responsibility for the removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site, if such utilities are not identified by the County in the Contract Documents.

County shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project site necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of County or the owner of the utility to provide for removal or relocation of such utility facilities.

- 21.2 Claims, Arbitration, Governing Law and Venue. Any claim or demand, arising under or relating to the performance of this Contract, as defined in Public Contract Code section 9204(c)(1)(A-C) shall be subject to the procedures set forth in Public Contract Code section 9204 (A copy is attached hereto and made a part hereof). Any claim or demand for monetary compensation or damages, arising under or relating to the performance of this Contract, not defined in Public Contract Code section 9204(c)(1)(A-C) shall be resolved through arbitration through the rules and procedures contained in California Public Contracts Code section 10240 et seq. and of the California Public Works Contract Arbitration (PWCA) Program. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper court located in Shasta County, California.

- 21.3 Non-Discrimination. Contractor shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- 21.4 Assignment of Contract. Contractor shall not assign or transfer by operation of law or otherwise any or all of Contractor's rights, burdens, duties, or obligations under this Contract without the prior written consent of the surety on the performance bond, if any, and County.
- 21.5 Notices.
- .1 Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent by first-class mail to the following address:
- | | |
|------------------|---|
| If to County | Shasta County Department of Public Works
Facilities Management Division
1958 Placer Street
Redding, CA 96001
530-225-5659; Fax 530-225-5420 |
| If to Contractor | Howard W. Harbert
Harbert Roofing, Inc.
19799 Hirsch Ct.
Anderson, CA 96007
530-223-3251; Fax 530-223-0473 |
- .2 Notice shall be deemed effective two days after mailing.
- 21.6 Document or Report Prepared by Contractor. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this Contract shall contain the numbers and dollar amount of the Contract and all subcontracts under the Contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the Contract or subcontracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, Contract number, and dollar amount. If more than one document or report is produced under this Contract, Contractor shall add: "This [document or report] is one of [number] produced under this Contract."

- 21.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon Contractor and County and their respective successors and assigns.
- 21.8 Severability. If any portion of this Contract or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Contract, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Contract are severable.
- 21.9 Amendments. Except as provided in Section 12, the terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.
- 21.10 Entire Contract. This Contract and the other Contract Documents as defined in Section 6 hereof constitute the entire Contract between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor shall be entitled to no other benefits other than those specified herein. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.
- 21.11 Contract Preparation. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this Contract within the meaning of Civil Code section 1654.
- 21.12 Property Taxes. Contractor represents and warrants that Contractor, on the date of execution of this Contract, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this Contract.
- 21.13 Counterparts/Electronic, Facsimile, and PDF Signatures. This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Contract. The Parties further agree that the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic

signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have executed this Contract on the date shown below. By their signatures below, each signatory represents that they have the authority to execute this Contract and to bind the party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

Acting Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.

County Counsel

By: Matthew M. McOmber 01/27/2023 | 11:25 AM PST

Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT REVIEW

By: James Johnson 01/26/2023 | 1:22 PM PST

James Johnson
Risk Management Analyst III

CONTRACTOR

HARBERT ROOFING, INC.

By: Howard W. Harbert

FE0F07F07E944DA...

Print Name: Howard W. Harbert

Title: CEO/Secretary/CFO

Date: 01/26/2023 | 3:05 PM EST

Tax I.D. #: 68-0334114

Contractor's License # 696974

*See next page for Public Contract Code section 9204.



State of California

PUBLIC CONTRACT CODE

Section 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on

an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2019, Ch. 489, Sec. 1. (AB 456) Effective January 1, 2020. Repealed as of January 1, 2027, by its own provisions.)

**EXHIBIT
"A"**

DESCRIPTION	Weekdays (M-F)	Overtime (Daily)	Overtime (Saturday)	Overtime (Sunday/Holiday)
Apprentice	\$ 90.00	\$ 110.00	\$ 135.00	\$ 200.00
Journeyman	\$ 120.00	\$ 140.00	\$ 165.00	\$ 200.00
Foreman	\$ 140.00	\$ 160.00	\$ 185.00	\$ 200.00
Inspections/Report	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
All rates set forth herein are hourly rates and are billed in quarter hour increments rounded to the nearest quarter hour.				

24-Hour emergency contact is NOT available.

Travel: \$300.00 PER TRIP.

Contractor is responsible for any regular or overtime billable hours incurred in travel as well as all fuel, per diem and equipment costs.

Material and Equipment markup percentage: Contractor shall not mark up the cost of any material or equipment by more than 15% of cost and County shall not pay the cost of any material or equipment in excess of 15% of Contractor's cost.

Warranty: Contractor agrees to repair or replace, as directed, any or all of the work that may prove to be defective in its workmanship or material structure (ordinary wear, tear, and unusual abuse or neglect excepted), together with any other adjacent work which may be damaged in so doing, within a period of one year after date of acceptance, or within the applicable statute of limitations, whichever period is longer, without any expense whatsoever to said Owner. In event of Contractor's failure to comply with the above-mentioned conditions within fifteen (15) days after being notified in writing to do so by said Owner, Contractor authorizes County to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay immediately all such costs and charges therefore upon demand.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - Public Works-5.

SUBJECT:

Accept the donation of a speed feedback sign from the Millville Elementary School District and find the donation and installation of the sign Categorically Exempt under CEQA Guidelines Section 15301, Class 1 – Existing Facilities.

DEPARTMENT: Public Works

Supervisory District No. : 3

DEPARTMENT CONTACT: Al Cathey, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Al Cathey, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Accept the donation of a speed feedback sign and associated hardware valued at a total of \$5,736.61 from the Millville Elementary School District for installation on Brookdale Road near Millville Elementary School and find the donation and installation of the sign Categorically Exempt under CEQA Guidelines Section 15301, Class 1 – Existing Facilities.

DISCUSSION

Speed feedback signs use radar to display the speed of passing vehicles. The signs can be an effective traffic calming tool as the feedback encourages drivers to drive within posted speed limits. The Millville Elementary School District wishes to encourage safe driving within the school zone on Brookdale Road and has offered to donate a speed feedback sign for installation in the school zone’s heavily traveled southwest approach to the school. A future donation may provide for a similar treatment on the school zone’s less traveled northeast approach to the school. The Donation is subject to County Administrative Policy Number 2-401. Upon acceptance of the donation, the County would become the owner of the sign. The County intends to utilize work forces from Public Works to install and maintain the sign. If the sign becomes inoperable and replacement is deemed necessary or reasonable by the County, then the County may replace the inoperable sign provided that the cost is within budget and further provided that the purchase and work related thereto comply with applicable law and County policy.

ALTERNATIVES

The Board may decline to accept the donated sign. School zone speed limits would still apply, but drivers would not receive the additional reinforcing feedback. The Department could purchase and install the sign but prefers to partner with the school district in dealing with school-related traffic issues.

OTHER AGENCY INVOLVEMENT

The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Sufficient appropriations are included in the Adopted Fiscal Year 2022-23 Roads budget for installation and maintenance of the signs. Gas Tax revenue will cover the costs of installation and maintenance.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - Public Works-6.

SUBJECT:

Award to the lowest responsive and responsible bidder, Gifford Construction, Inc., on a lump sum basis, the contract for the “Shasta County Administration Center – Server Room Upgrades Project,” Contract No. 610597.

DEPARTMENT: Public Works
Information Technology

Supervisory District No. : All

DEPARTMENT CONTACT: Al Cathey, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Al Cathey, Public Works Director

Vote Required?	General Fund Impact?
Simple Majority Vote	No General Fund Impact

RECOMMENDATION

Award to the lowest responsive and responsible bidder, Gifford Construction, Inc., on a lump sum basis, the contract for the “Shasta County Administration Center – Server Room Upgrades Project,” Contract No. 610597, in the amount of \$558,000.

DISCUSSION

The Shasta County Server Room uninterruptible power supply (UPS) and HVAC system are original equipment from when the Administration Center was constructed in 2003. This equipment is at the end of its useful life and is due for replacement. An emergency power supply and proper cooling are essential for protecting the network equipment in the server room.

On December 13, 2022, the Board approved plans and specifications to construct the project. On January 19, 2023, three bids were received and opened. The low bid was 54% below the Engineer’s Estimate. Staff recommends that the Board award the contract to the lowest responsive and responsible bidder, Gifford Construction, Inc., in the amount of \$558,000.

ALTERNATIVES

The Board may decline to proceed with the project at this time. The existing equipment will continue to age and will be at an increased risk of failure.

OTHER AGENCY INVOLVEMENT

The Information Technology Department has been involved throughout the process. County Counsel has approved the contract documents as to form. Risk Management has approved the contract documents. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The estimated cost for construction, inspection, and contingencies is \$700,000. Sufficient appropriations for the anticipated project cost for the current fiscal year are included in the Adopted Fiscal Year 2022-23 LB&I budget. Additional appropriations will be included in the proposed Fiscal Year 2023-24 LB&I budget. The project is being funded by Accumulated Capital Outlay.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	1/20/2023	Bid Summary Detail

BID SUMMARY DETAIL

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

BID OPENING DATE: 1/19/23

PROJECT: Shasta County Administration Center - Server Room Upgrades
CONTRACT NO. : 610597

PREPARED BY: Shawn Ahly DATE: 1/19/23
CHECKED BY: Scott Walker DATE: 1/19/23

<u>LOW BIDDER</u> Gifford Construction, Inc. 2556 Heather Lane Redding, CA 96002	<u>2nd BIDDER</u> Walker Construction Co. 22155 Grand Estates Dr. Palo Cedro, CA 96073	<u>3rd BIDDER</u> Cal Electro, Inc. 3710 Electro Way Redding, CA 96002
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ENGINEER'S ESTM.

CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1	Bid (Lump Sum)	LS	1	\$ 1,200,000.00	\$ 1,200,000.00
TOTALS					\$ 1,200,000.00

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->

UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$558,000.00	\$ 558,000.00	\$578,000.00	\$ 578,000.00	\$938,000.00	\$ 938,000.00
	\$ 558,000.00		\$ 578,000.00		\$ 938,000.00
-54%		-52%		-22%	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Consent - Public Works-7.

SUBJECT:

Adopt a resolution which recognizes that the circumstances and factors that led to the May 31, 2022, proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program (Program) for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation and find the Program categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines 14 CCR Section 15269-Emergency Projects.

DEPARTMENT: Public Works
Resource Management

Supervisory District No. : All

DEPARTMENT CONTACT: Al Cathey, Public Works Director, (530) 225-5661

STAFF REPORT APPROVED BY: Al Cathey, Public Works Director; Paul Hellman, Director of Resource Management

Vote Required?	General Fund Impact?
4/5 Vote	General Fund Impact

RECOMMENDATION

Adopt a resolution which recognizes that the circumstances and factors that led to the May 31, 2022, proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program (Program) for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation.

DISCUSSION

On October 19, 2021, the Governor expanded the drought emergency declaration statewide. The State is experiencing critically dry conditions. In 2022, the United States Bureau of Reclamation reduced Central Valley Project water deliveries to 0% for agricultural use and for municipal and industrial uses for north of delta contractors. The dry conditions present urgent problems. The recent precipitation has not yet recharged the groundwater tables. Drinking water supplies are still at risk in many communities. Although our region has received much needed precipitation in the last weeks, drought conditions persist. Staff will continue to monitor the status of drought conditions and will report to this Board with relevant, updated information as it relates to emergency status and the County's Program.

The State Water Resources Control Board opened a "County-wide and Regional Funding Solicitation." Counties or eligible partner entities may receive funding to implement regional programs that address drought-related and/or contamination issues for small water systems and domestic wells serving disadvantaged communities and low-income households. The Department of Resource Management applied for funding under the above solicitation. On July 7, 2022, the County received written verification of Grant approval effective July 1, 2022, for the Shasta County Drinking Water Drought Assistance Program in the amount of \$2,474,998 from the State Water Resources Control Board, Division of Financial Assistance (email attached).

Requests for reimbursement may not be made by the County until after Shasta County has received and agreed to the terms and conditions of the applicable funding agreement from the State. On December 6, 2022, the State provided a draft funding agreement. Staff is currently in discussions with the State.

The grant is also intended to provide water to disadvantaged communities and low-income households that face the loss or contamination of their water supplies. Eligible uses and purposes of the grants include but are not limited to hauled water, installation of individual and community water tanks, bottled water delivery, emergency water interties, new wells and pumps or rehabilitation of existing wells and pumps, and other projects that support immediate drought response.

Once eligibility is approved, the County's engineering consultant will assess the problem and provide a report of their findings and recommendations to the County. Based upon the engineering consultant's findings and recommendations, the County may provide appropriate interim and/or long-term solutions to the community or household through the County's well, pump, water hauling, and bottled water contractors.

The nature of the types of projects that the County envisions being available for assistance under the Program are, in general, unexpected losses of access to water that will require very prompt action. The necessary services will take too much time to procure through the normal competitive bidding process of three to six months or longer. The delays in implementing the program, projects, and services through the normal procurement process would result in a loss of potable water for the affected communities and households.

Public Contract Code section 22050(a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Because this program is State funded and involves work paid for out of public funds, the Labor Code and Public Contract Code applicable to public works emergency contracts apply even for work done on private property. A report of work done on the Program is attached as Exhibit A to the Resolution.

The resolution also addresses CEQA requirements. Cal Code Regs. tit. 14 § 15269 (CEQA exemption 15269) states that certain "emergency projects are exempt from the requirements of CEQA," including but not limited to emergency repairs in these types of circumstances where it is necessary to maintain a service that is essential to the public health, safety or welfare. "Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency." (CEQA exemption 15269(b).) CEQA exemption 15269(c) also provides that actions necessary to prevent or mitigate an emergency are exempt from CEQA. The projects and program referenced by the resolution constitute an emergency project that is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project.

ALTERNATIVES

The Board may decline to maintain the emergency finding and the Resolution, in which case the Program terminates.

OTHER AGENCY INVOLVEMENT

Resource Management manages the Program. Public Works administers the contracts. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

State drought relief grant funds will cover the cost of the projects under the Program. To date, one grant application for \$2,475,000 has been approved by the State, which is being administered under the Program with the understanding that the State will provide the funding agreement necessary for reimbursement in the near future. Sufficient appropriations to administer the program are included in the Adopted Fiscal Year 2022/23 Environmental Health budget. The Environmental Health fund (Budget Unit 402) is part of the general fund and as such the grants will be funded by general fund cash while awaiting reimbursement from the State. There is no general fund impact once reimbursement is received.

ATTACHMENTS:

Description	Upload Date	Description
Draft Resolution	2/9/2023	Draft Resolution
Exhibit A	2/16/2023	Exhibit A
State Approval Email 07.07.22	9/19/2022	State Approval Email 07.07.22

**RESOLUTION NO. 2023-
RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONTINUING THE PROCLAMATION OF
THE SHASTA COUNTY GRANT-FUNDED DROUGHT RELIEF PROGRAM FOR
EMERGENCY REPAIRS AND REPLACEMENT NECESSARY FOR PROVISION OF
WATER SERVICE WITHIN THE COUNTY**

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, pursuant to Public Contract Code section 20134(a), “In cases of emergency, when repair or replacements are necessary to permit the continued conduct of county operations or services, the board of supervisors, . . . may proceed at once to replace or repair any and all structures without adopting the plans, specifications, strain sheets, or working details or, subject to Chapter 2.5 (commencing with Section 22050), giving notice for bids to let contracts. If notice for bids to let contracts will not be given, the board shall comply with Chapter 2.5 (commencing with Section 22050)”; and

WHEREAS, Public Contract Code section 22050(a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts”; and

WHEREAS, On October 19, 2021, the Governor of the State of California expanded the drought emergency declaration to proclaim a state of emergency due to drought such that the drought state of emergency is in effect statewide; and

WHEREAS, the Governor’s State of Emergency Proclamation acknowledges that the State of California is experiencing critically dry conditions; and

WHEREAS, in 2022, the United States Bureau of Reclamation reduced Central Valley Project water deliveries to 0% for agricultural use and for municipal and industrial uses north of delta contractors; and

WHEREAS, dry conditions and lack of precipitation present urgent problems: drinking water supplies are at risk in many communities; and

WHEREAS, the magnitude of the severe drought conditions presents threats beyond the control of the services, personnel, equipment and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS, these conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the County of Shasta; and

WHEREAS, The State of California has implemented multiple drought relief grant programs, including the Small Community Drought Relief Grant; Urban and Multibenefit Drought Relief Grant; Safe and Affordable Funding for Equity and Resilience (SAFER); and any other drought relief grant, if any, that may become available to the County to address drought impacts (collectively, the Grants) and the County wishes to establish a program for the purpose of utilizing the Grants to address

Resolution No. 2023-
February 21, 2023
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immediate impacts on human health and safety, including providing water to households or communities that lose access to water or are threatened with the contamination of water supplies, among other work, services, and projects if authorized by the Grants; and

WHEREAS, the Grants are intended to provide water to disadvantaged communities and low-income households that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety; and

WHEREAS, the State of California Department of Water Resources has represented that some of the types of eligible uses and purposes of the Grants include but are not limited to funding hauled water, installation of individual and community water tanks, bottled water delivery, emergency water interties, new wells and pumps or rehabilitation of existing wells and pumps, and other projects that support immediate drought response; and

WHEREAS, the engineering services, construction services, and water supply services for eligible households and communities required to properly repair or otherwise adequately remediate unexpected or unplanned loss of access to water, whether due to the failure of a domestic well or other cause, will take too much time to procure through the normal competitive bidding process, which can often take three to six months; and

WHEREAS, delays in implementing the program, projects, and services authorized under the Grants and this Resolution will result in serious interruption of access, and loss, of potable water for the affected communities and households; and

WHEREAS, on May 31, 2022, the Board of Supervisors adopted Resolution No. 2022-059 proclaiming the existence of an emergency and established the Shasta County Grant-Funded Drought Relief Program (the Program); and

WHEREAS, on July 7, 2022, the County received written verification of Grant approval, effective July 1, 2022, from the State Water Resources Control Board, Division of Financial Assistance, for the Shasta County Drinking Water Drought Assistance Program in the amount of \$2,474,998; and

WHEREAS, the Board of Supervisors recognizes that the County has received multiple eligible grant applications which require immediate assessment and possible emergency work to adequately remediate the loss of access to water; and

WHEREAS, on August 16, 2022, the Board of Supervisors adopted Resolution No. 2022-092 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on August 30, 2022, the Board of Supervisors adopted Resolution No. 2022-100 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, the Board of Supervisors received a status update on the Program in the form of a report attached as Exhibit A and incorporated herein; and

WHEREAS, on September 13, 2022, the Board of Supervisors adopted Resolution No. 2022-105 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

Resolution No. 2023-
February 21, 2023
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WHEREAS, on September 27, 2022, the Board of Supervisors adopted Resolution No. 2022-111 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on October 4, 2022, the Board of Supervisors adopted Resolution No. 2022-116 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on October 18, 2022, the Board of Supervisors adopted Resolution No. 2022-120 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on November 1, 2022, the Board of Supervisors adopted Resolution No. 2022-124 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on November 8, 2022, the Board of Supervisors adopted Resolution No. 2022-130 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on December 6, 2022, the Board of Supervisors adopted Resolution No. 2022-137 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on December 13, 2022, the Board of Supervisors adopted Resolution No. 2022-151 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on January 10, 2023, the Board of Supervisors adopted Resolution No. 2023-003 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on January 24, 2023, the Board of Supervisors adopted Resolution No. 2023-007 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, on February 7, 2023, the Board of Supervisors adopted Resolution No. 2023-014 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

WHEREAS, the Board of Supervisors recognizes that the circumstances that led to the February 7, 2023 proclamation continue to exist.

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED by the Board of Supervisors of the County of Shasta that the current drought conditions constitute an emergency under Public Contract Code section 1102.

NOW, THEREFORE BE IT RESOLVED, PROCLAIMED AND ORDERED that the Recitals set forth above are true and correct and are hereby adopted and incorporated herein.

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February 21, 2023
Page 4 of 5

NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that the Shasta County Public Works Director and the Director of Resource Management is each independently authorized to sign documents, forms, or other records if reasonably required pursuant to the requirements, terms or conditions of any of the Grants for the Program and to otherwise take any reasonably related and required action to apply for, obtain, utilize, and confirm eligibility of work, services, and projects funded by one or more of the Grants.

NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that the Board of Supervisors of the County of Shasta hereby finds, based on substantial evidence, that the types of projects and eligible uses under the Grants available to address the drought emergency will not permit a delay resulting from a competitive solicitation for bids and proposals, and that the actions hereby authorized are necessary to respond to the emergency.

NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this emergency, the Board of Supervisors of the County of Shasta, State of California, waives the competitive bidding requirements pursuant to Public Contract Code section 22050 for any and all contracts necessary to address the emergency provided the respective contract is approved, funded, and for a particular type of use or project authorized by any one or more of the Grants.

NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that upon Grant approval and funding, the Shasta County Public Works Director or the Director of Resource Management is each independently hereby granted authority to order any related action reasonably necessary to implement the Program, procure hauled water, install individual and community water tanks, provide bottled water delivery, fund emergency water interties, construction of new wells or rehabilitation of existing wells, pumps and appurtenances, and other projects that support immediate drought response and shall otherwise take any directly related and immediate action required by the emergency, and shall procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, and is further authorized to enter into and sign contracts, including retroactive, permits, funding agreements, and other documents required by the emergency and each and all of the Grants, in accordance with this Resolution and Public Contract Code Section 22050(b)(1), provided that the County first receives verification in writing from the State of California of the amount or amounts of the Grant or Grants, in the form of a Letter of Commitment or Grant Agreement and that such contracts are otherwise compliant with the Contracts Manual, Administrative Policy 6-101.

NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that if a project or action is taken or performed on behalf of a County Service Area (CSA), then pursuant to Government Code section 25214.3, should there not be sufficient funds in a particular CSA to completely pay to repair, replace, restore, relocate, or install wells, pumps, and to pay for all other actions required by the emergency (collectively the “emergency repair costs”), the balance of funds used to pay the emergency repair costs shall constitute a loan to the respective CSA in which the project was located and for which the “emergency repair costs” were incurred and said CSA shall repay the loan to the County General Fund within the same fiscal year as required by Government Code section 25214.3, unless terms and conditions for repayment of the loan are otherwise modified by the Board of Supervisors as allowed by Government Code section 25214.4.

Resolution No. 2023-
February 21, 2023
Page 5 of 5

NOW, BE IT FURTHER RESOLVED AND PROCLAIMED that projects and program referenced herein constitute an emergency project that is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project.

NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that this Board of Supervisors will review the need for continuing emergency work at its next regularly scheduled meeting and thereafter, at least once every fourteen days until this Board determines review is no longer required in accordance with Public Contract Code section 22050.

DULY PASSED AND ADOPTED this 21st day of February, 2023, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
MARY WILLIAMS
Acting Clerk of the Board of Supervisors

By _____
Deputy

EXHIBIT A

**Report to the Board of Supervisors regarding the Shasta County
Grant-Funded Drought Relief Program
February 16, 2023**

In accordance with Shasta County Board of Supervisors Resolution No. 2022-059, the Departments of Resource Management and Public Works are working together to assist citizens with dry residential wells through implementation of the Shasta County Grant-Funded Drought Relief Program. Resource Management applied for and received a Letter of Commitment for a State drought relief grant and is performing grant management and application evaluation tasks. In support of Resource Management's State drought relief grant, Public Works has entered into contracts with consultants and contractors for services.

As of February 16, 2023, one hundred and nine (109) total applications for assistance under the State drought relief grant have been received. Applications and actions taken are as follows:

Total applications	109
Approved applications:	103
Applicants receiving bottled water	65
Applicants receiving hauled water	48
Initial well evaluations ordered	94
Initial well evaluations completed	90
Task Orders Closed	30

The contractors, consultants, and their services provided are as follows:

Business	Service Provided	Contract Amount	Amount Invoiced to Date
David A. Lawrence, Inc. dba Lawrence & Associates	Well evaluations, testing and engineering assessments	\$200,000.00	\$105,439.75
J&J Pumps, Inc.	Maintenance, repair, replacement and installation of pumps, water tanks and appurtenances	\$650,000.00	\$392,393.98
Converse Construction, Inc.	Maintenance, repair, replacement and installation of pumps, water tanks and appurtenances	\$500,000.00	\$104,284.03
Packway Materials, Inc.	Haul potable water	\$550,000.00	\$189,184.82
Kennie C. Knowles Trucking	Haul potable water	\$550,000.00	\$152,362.50
Mt. Shasta Spring Water	Provide bottled water	N/A	\$9,844.50
Snow Mountain Spring Water, Inc.	Provide bottled water	N/A	\$11,331.25
City of Redding Water Utility	Hydrant Meter Rental and Water	N/A	\$1,073.65

From: [Vue, Mally@Waterboards](mailto:Vue,Mally@Waterboards)
To: [Paul Hellman](#)
Cc: [Christy Gilbreath](#); [James Whittle](#); [Watson, Steve@Waterboards](mailto:Watson,Steve@Waterboards); [Pavelchik, Matthew@Waterboards](mailto:Pavelchik,Matthew@Waterboards); [Alfred Cathey](#)
Subject: Approval for Shasta County Drinking Water Drought Assistance Program
Date: Thursday, July 7, 2022 8:28:20 AM

EXTERNAL SENDER: Do not follow links or open attachments unless you recognize the sender and know the content is safe.

Hi Paul,

The State Water Resources Control Board, Division of Financial Assistance, has approved \$2,474,998 to Shasta County, Department of Resource Management, for the Shasta County Drinking Water Drought Assistance Program.

In the coming days, you will receive a "welcome package" via email with further instructions. The Program has an eligible start date of July 1, 2022, so you can start incurring costs for the Program now. However, we can only process a request for reimbursement after Shasta County has agreed to the terms and conditions of funding, which will be included in the email. Please let me know if you have any questions.

Thank You,

Mally Vue

Project Manager

Division of Financial Assistance

916-341-5827

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 21, 2023

CATEGORY: Regular - Law and Justice-6.

SUBJECT:

Adopt a resolution which repeals Resolution No. 2019-109 and designates signing authority for the California Governor's Office of Emergency Services under the Federal Emergency Management Agency Public Assistance for Disasters and/or the California Disaster Assistance Act to the Shasta County Sheriff, Fire Chief, County Executive Officer, and Director of Public Works.

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Caleb Mac Gregor, Lieutenant (530) 245-6095

STAFF REPORT APPROVED BY: Michael L. Johnson, Sheriff-Coroner

Vote Required?	General Fund Impact?
Simple Majority Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a resolution which: (1) Repeals Resolution No. 2019-109; and (2) designates signing authority to the Shasta County Sheriff, Fire Chief, County Executive Officer, and Director of Public Works to execute applications and documents for obtaining financial assistance from the California Governor's Office of Emergency Services (Cal-OES) under the Federal Emergency Management Agency Public Assistance for Disasters and/or the California Disaster Assistance Act for a period of three-years.

DISCUSSION

Periodically, the County may apply for funding in the event of a disaster that rises to the level for which Federal Emergency Management Agency Public Assistance (PA) and/or California Disaster Assistance Act (CDAA) funding may be made available. One of the requirements to apply for these types of financial assistance is a resolution by the County's governing board authorizing certain officials as designated agents to act on behalf of the County for matters related to these funding streams.

This recommended resolution will repeal the former resolution and designate authorized agents for three years for PA and CDAA funding for a period of three-years.

ALTERNATIVES

The Board may choose not to adopt the resolution or request additional information.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County

Administrative Office.

FISCAL IMPACT

Projecting the future fiscal impact of incidents that would qualify for FEMA PA and/or CDAA funding is not reliable; however, when such incidents arise that qualify under these funding grants, reimbursements of eligible county expenses reduce the fiscal impact to the county for those incidents.

ATTACHMENTS:

Description	Upload Date	Description
Reso 2023-XXX	2/8/2023	Reso 2023-XXX

RESOLUTION NO 2023-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2019-109 AND DELEGATING AUTHORITY
FOR THE EXECUTION OF AGREEMENTS RELATING TO
FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE FOR
DISASTERS, AND THE CALIFORNIA DISASTER ASSISTANCE ACT**

WHEREAS, the County of Shasta, acting as the Shasta County Operational Area under the California Emergency Services Act (Gov. Code, §8550 et seq.), may periodically apply for Emergency Management Performance Grant Program funding and Federal Emergency Management Agency (FEMA) Public Assistance for Disasters from the United States Department of Homeland Security, sub-granted through the State of California and administered by the California Governor's Office of Emergency Services (Cal-OES), and/or state financial assistance under the California Disaster Assistance Act; and

WHEREAS, Cal-OES requires jurisdictions that apply for Emergency Management Performance Grant (EMPG) funding, Public Assistance (PA) for Disasters, and/or state financial assistance under the California Disaster Assistance Act (CDAA) to designate authorized agents who may execute applications and documents for the purpose of obtaining such financial assistance; and

WHEREAS, the designation of authorized agents for FEMA PA and CDAA funding is still permissible to be designated for a period not to exceed three years.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Shasta, acting as the Shasta County Operational Area, that the positions listed below are hereby designated as authorized agent(s) and the individuals occupying those positions are hereby authorized to execute for and on behalf of the County of Shasta, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Public Assistance for Disasters provided by the United States Department of Homeland Security and subawarded through the State of California, and/or any actions necessary for the purpose of obtaining state financial assistance under the California Disaster Assistance Act.

Shasta County Sheriff,

OR,

Shasta County Fire Chief

OR,

Shasta County Executive Officer

OR,

Shasta County Director of Public Works

BE IT FURTHER RESOLVED that this designation is effective for three years from the date of approval; and

Resolution No. 2023-
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BE IT FURTHER RESOLVED that Resolution No. 2019-109 is hereby repealed.

DULY PASSED AND ADOPTED this 21st day of February 2023, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:
MARY WILLIAMS
Acting Clerk of the Board of Supervisors

By _____
Deputy