

**MASTER MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND THE TRINITY COUNTY
DEPUTY SHERIFF'S ASSOCIATION**

**January 1, 2021 through
December 31, 2022**

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Introductory Clause

The following constitutes a master agreement between the County of Trinity, a political subdivision of the State of California (COUNTY), and the Trinity County Deputy Sheriffs' Association (UNION), concerning wages, hours and other terms and conditions of employment, and shall be effective from January 1, 2021 to December 31, 2022.

PREAMBLE

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

WHEREAS, the parties agree that any benefits of this Agreement shall inure to the benefit of employees prospectively and without any retroactive application, except as otherwise set forth in this agreement; and

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

- Employer: The term "employer" as used herein shall refer to the County of Trinity.
- Association: The term "Association" or "employee organization" as used herein shall refer to the Trinity County Deputy Sheriff's Association.
- Parties: The term "Parties" as used herein shall refer to the County of Trinity and the Trinity County Deputy Sheriff's Association jointly.
- Employee: The term "employee" as used herein shall mean all probationary and permanent regular part-time, full-time, and full-time/part-time employees in classifications of the unit represented by the Union. The term "employee" does not include "extra help" employees as that term is defined by County Code.
- New Hire: The term "new hire" as used herein shall mean persons who were not previously employed by the County of Trinity for a period of one or more consecutive years, during the five years prior to the date of reemployment, except that the term "new hire" shall be given the definition for tiered retirement benefits as provided herein.
- Union: The term "Union" as used herein shall refer to United Public Employees of California, Local 792.
- Recognized Employee Organization: The term "recognized employee organization" as used herein shall mean an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of

the public agency.

Date of

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

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

ARTICLE II

RECOGNITION

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

Animal Control Officer
Correctional Deputy Sheriff/Dispatcher I
Correctional Deputy Sheriff/Dispatcher II
Correctional Deputy Sheriff/Dispatcher III
Correctional Deputy Sheriff Sergeant
Correctional Officer/Jail Health Med Assis
Deputy Sheriff I
Deputy Sheriff II
Deputy Sheriff II/Code Enforcement Officer
Deputy Sheriff III
Deputy Sheriff Trainee
Evidence Technician I
Evidence Technician II
Sheriff Sergeant
Undersheriff
Lieutenant Deputy Director of Emergency Services

ARTICLE III

RIGHTS OF PARTIES

Section 1 - County Rights

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

Section 2 - Employee Rights

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

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

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

Section 3 - Union Rights

The Union shall have the following rights and responsibilities:

- A. Reasonable advance written notice of any County ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Trinity County Board of Supervisors.
- B. Reasonable use of designated County bulletin boards at County work facilities.
- C. The COUNTY shall deduct dues and/or fees from employee's payroll warrants as certified by the UNION. Employees will be directed to the UNION for enrollment or withdrawal/cancellation of such dues and/or fees. The UNION shall indemnify the COUNTY for any claims made by the employee for deductions made in reliance on the UNION's certification. On an annual basis, before June 30 of each year, the UNION shall provide to the COUNTY a certified list of those for whom deductions should be made and the amounts of the deductions. The UNION shall also provide email notifications regarding certified changes in membership during the year as necessary.

D. The use of County facilities for Union activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

E. The right to obtain copies of meeting agendas of the Board of Supervisors at a reasonable cost.

F. Reasonable access to employee work locations for officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

G. There shall be no discrimination based on any legally protected characteristic or status, including but not limited to, race, religion, creed, color, national origin, ancestry, physical/mental disability, medical condition, marital status, pregnancy, gender, sexual orientation, genetic information, veteran status or age, or any Union activities allowed by law, against any employee by the county or anyone employed by the County; and to the extent prohibited by applicable State and Federal law.

H. Employee representatives of the Union are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. This shall not be construed to entitle employees to have time off to act as a representative or steward in any discipline or grievance proceedings.

I. It is acknowledged that nothing contained in this agreement is a waiver by the Union of its right to meet and confer on any proposed changes by the County of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.

J. Time Bank: Union members may donate vacation time, holiday time, and compensatory time off to an Union "time bank" under the following guidelines:

- Only Union officers or bargaining team members may draw from the bank.
- Requests to use time from the bank must be made reasonably in advance of the use and approval is subject to the operational necessity of the department. Further, the county is not required to grant time bank usage if to do so would result in overtime.
- Time may be used for:
 - Union meetings.
 - PORAC related meetings.
 - Releasing an employee representative to assist a member at the

formal steps of the disciplinary and grievance procedures.

- Except for disciplinary and grievance appeal meeting, the maximum hours of time bank use shall be thirty-two (32) hours per calendar year, per individual, except that the maximum use for the President of the Union shall be seventy (70) hours per calendar year. There shall be no maximum use for disciplinary and grievance meetings.
- Notwithstanding the above, the past practice of employees attending up to six (6) one (1) hour Union meetings per year immediately after department meetings shall be continued. Employees may attend any memorandum of understanding ratification meetings on duty time, subject to prior approval and the operational needs of the department.

K. It is acknowledged that nothing contained in this agreement is a waiver by the UNION of its rights to meet and confer on any proposed changes by the COUNTY of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.

ARTICLE IV

COMPENSATION AND BENEFITS

Section 1 - Incorporation of General Provisions of Trinity County Code

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

Section 2 - Salary

A. Salary Increases:

1. Commencing July 1, 2021, COUNTY shall increase employees' salary five percent (5%).
2. Commencing January 1, 2022, COUNTY shall increase employee's salary four percent (4%).

B. COUNTY may increase salaries above the levels in the agreement after notice and discussion with the UNION for recruitment, retention, or other operational reasons.

C. The provisions for salary set forth in this section shall remain in effect until December 31, 2022. The salary in effect on December 31, 2022, shall continue in effect without any increases after that date until modified by an amendment to this Agreement reached in compliance with Section 3505 of the California Government Code. County may increase salaries above the levels in the agreement after notice and discussion with the Union for recruitment, retention, or other operational reasons.

Section 3 - Medical and Life Insurance

A. Employee Medical Insurance

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

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

All retirees and any employee hired prior April 8, 2020, shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium or other equivalent plan adopted prior to retirement. Employees hired on or after April 8, 2020, shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution towards any elected plan adopted prior to retirement.

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

UNION and COUNTY agree to continue to meet and confer to discuss the potential of offering a 401(a) plan to the employees hired on or after April 8, 2020.

B. Employee Life Insurance, Vision and Dental Coverage

COUNTY shall pay the entire premium for employees' life insurance with \$50,000 coverage. Employee only VSP vision insurance coverage and family dental insurance coverage with Delta Dental premiums shall commence on the 1st of the month after each employee has completed six (6) months of employment. COUNTY may change insurance providers during the term of this agreement provided the benefits provided are equal to those currently in effect.

C. Total County Medical Contribution Cap

Notwithstanding the foregoing, all COUNTY contributions to Medical, Dental, and Vision benefits shall be set at a maximum of eight hundred fifty dollars (\$850.00) per month. Any amounts necessary to maintain coverage under these benefit plans over and above \$850.00 per month shall be borne by the Employee.

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

Commencing on April 7, 2020, and continuing through June 30, 2025, any

ASSOCIATION member hired prior to April 8, 2020, who is eligible and elects not to participate in the COUNTY'S medical, dental and/or vision benefits, shall be entitled to the COUNTY'S cost, up to the maximum amount described herein, as a contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars (\$700.00). If the member elects to receive benefits under this section as a cash payment, such payment will be reduced by payroll costs and deductions less any applicable payroll deductions and costs. If the member elects to receive a benefit under this section as a contribution to the member's qualified deferred compensation account or flexible benefit plan, the entire \$700.00 may be applied toward the benefit.

Commencing July 1, 2025, any employee hired prior to April 8, 2020, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account of not more than seven hundred dollars (\$700.00).

Employees hired on or after April 8, 2020, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

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

E. Retiree Medical Insurance

All retirees, retired or hired prior to April 8, 2020, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium. Employees hired on or after April 8, 2020, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired prior to April 8, 2020, who retire from active County service, the retiree medical premium will be paid as follows:

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

For covered employees hired on or after April 8, 2020, who retire from active COUNTY service, the retiree medical premium will be paid as follows:

- (1) The COUNTY will continue to pay the statutory minimum amount prescribed

by Government Code section 22892 directly to CalPERS; and

(2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

Section 4 - Flexible Benefit Plan

County shall provide a flexible benefit plan for each employee. It is the intent of the parties that the plan conforms with the requirements of section 125 of the Internal Revenue Code and regulations issued pursuant thereto and incorporated herein by reference.

Section 5 - Hazard Pay

Employees shall receive an additional five percent (5%) hazard pay for the following special assignments: SWAT, Dive Rescue, white water Rescue and search and Rescue. Said additional percentage to be paid only with the approval of the sheriff and during the time of the assignment or training.

Section 6 - K-9 Handler Pay

The amount of off-duty compensable working time attributable to the ordinary aspects of canine care, including without limitation, handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of vehicles, and ordinary transport to the veterinarian, by employees assigned to canine ("K-9") duty amount to two hours per week. This amount is a good faith estimate, intended to be comprehensive, accurate, and inclusive of all pertinent facts. This agreement is made pursuant to Section 785.23 of Title 29, of the code of Federal Regulations. Said two hours per week shall constitute overtime and shall be paid at the overtime rate pursuant to law. If an employee assigned to K-9 duty performs any extraordinary work involving the animal, the employee shall report such work immediately, in writing, to the COUNTY and in no event less than 24 hours after said extraordinary work. Extraordinary work includes, but is not limited to unanticipated trips for emergency veterinary care and any work that causes a substantial increase in work time beyond what is compensated in this section.

Section 7 - Resident Post Pay

Employees assigned to resident posts shall receive an additional five percent (5%) of the employee's regular base pay. Deputies assigned to resident posts shall be eligible for overtime pay, including standby pay and callback minimums, in the same manner as other employees under this Agreement. Resident deputies shall work overtime only when authorized by their supervisor. Employees assigned to resident posts shall be reimbursed for the basic telephone rate and for official county business-related long-distance charges.

Section 8 - Shift Differential Pay

A. Swing Shift: Employees working a shift with at least fifty percent (50%) of the shift falling after 2:00 p.m. and before 10:00 p.m., shall receive an additional fifty cents (\$.50) per hour for all hours worked on the shift.

B. Night Shift: Employees working a shift with at least fifty percent (50%) of shift falling after 10:00 p.m. and before 6:00 a.m. shall receive an additional seventy-five cents (\$.75) per hour for all hours worked on the shift.

Section 9 - Field Training Officer and Jail Training Officer Pay

Employees who are assigned in writing as training officers shall receive the following additional compensation:

Deputy Sheriff II/III as Field Training Officer: \$1.00 per hour.

Deputy Correctional Sheriff / Dispatcher II/III as Correctional Training Officer: \$.75 per hour.

Section 10 - Uniform Allowance

A. The uniform allowance shall be provided at the rate of One Thousand Dollars (\$1,000.00) annually. The uniform allowance shall be provided in four quarterly payments of \$250.00 each in January, April, July and October as part of the employee's regular payroll check less the appropriate tax withholdings and included in remuneration reported on the employee's W-2 form. Such allowance shall cover all approved uniforms and equipment as defined by the Sheriff. A permanent, part-time employee will be compensated for uniform allowance at the same percentage as his/her employment bears to full-time employment.

B. Newly hired employees shall receive a prorated portion of the uniform allowance with their first paycheck after hire to allow purchase of required uniform items. No further uniform allowance shall be paid until the next regularly scheduled quarterly payment after hire. Employees voluntarily terminating prior to completion of their first year shall be required to reimburse the COUNTY on a pro-rated basis.

- Example 1: Employee is hired March 1, 2021. Employee would receive \$83.33 in his first paycheck as the pro-rated amount of the uniform allowance for the month of March. Assuming the employee is still employed, employee would thereafter receive \$250.00 in April, July and October. ($\$1,000.00/12 = \83.33) for the remaining uniform allowance in 2021.
- Example 2: Hired August 1, 2021 – receive \$166.66 as the prorated portion of \$250 for July 2021 quarterly payment. ($\$250/3$ months = \$83.33; 2 months out of 3, or $2 \times \$83.33 = \166.66 paid in August.) Assuming the employee is still employed, receive full \$250 on first paycheck in October 2021.

C. Articles which employees are required or allowed to purchase with their uniform allowance will be published by the Sheriff and incorporated herein by reference.

D. Should the County issue revised uniform requirements which substantially increase the employee's cost for uniform items, the County shall pay the additional cost.

Section 11- Call Back/Court Pay

Employees who are called to duty or subpoenaed to court about events arising out of their employment, at a time when they are not working, shall be compensated at overtime rates for the time they are required to be on duty or available to testify, with a minimum compensation of two (2) hours. The two (2) hour minimum will not be applicable in the case of callback less than two (2) hours from the beginning of the employee's regularly scheduled shift. Callback after a shift shall only take place when an employee is called back after having left the work site.

Section 12 - Standby Pay

Standby pay for Deputy Sheriffs shall be Three Dollars (\$3.00) per hour on an hour for hour basis.

Section 13 - Reimbursement for Tuition

With prior approval by the Department Head and Personnel Officer, and subsequent to satisfactory completion of a course relating to management or the employee's department, the Employee may submit a claim for reimbursement of tuition and instructional materials. Said reimbursement shall not exceed five hundred dollars (\$500.00) per employee per year. In the event the approved course is scheduled during the employees' regular work hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities.

Section 14 - Retirement Plans and Contributions

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the COUNTY'S primary plan for the employees. The COUNTY shall provide retirement through the Public Employee's Retirement System (PERS). The retirement plan shall be the Local Safety 3% at 50 for members in service on December 31, 2012. All new employees, regardless of prior PERS service, shall receive retirement benefits at the PERS rate of 2.7% at age 57. Notwithstanding the foregoing, the Board of Supervisors may consider and approve a new member at the higher tier upon a showing on necessity for recruiting purposes.

Effective July 1, 2014, employees will pay 100% of the employee contribution to PERS.

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

B. In the event an employee's combined benefits exceed the IRS 415 limits, benefits under the LIUNA Supplemental Plan shall be reduced, but not below zero, to the extent necessary to satisfy section 415, before adjustments to benefits under CalPERS are made.

C. The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$1.13 per hour for each full-time employee commencing with date of employment. Part-time employees shall receive a prorated amount to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as

that for full-time employees. The following calculations are illustrative and may not describe all situations:

Full Time	\$180.80 (for 160 hours per month)
4/5 Time	\$144.64 (for 128 hours per month)
3/4 Time	\$135.60 (for 120 hours per month)
1/2 Time	\$90.40 (for 80 hours per month)

An exception to the foregoing shall be full time employees regularly assigned to a 12-hour schedule (three 12-hour shifts per week) shall be considered full time. All full-time employees shall receive a \$1.13 per hour contribution for FY 19-20, and \$ 1.25 per hour for FY 20-21 and beyond respectively. Contribution shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

D. In the event that the contributions required by LIUNA to the plan exceed the amount of the contributions required to be paid by the COUNTY under this MOU, the Association and UPEC shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claim or action arising out of said demand for additional sums.

E. COUNTY and UNION members shall each pay one-half of the cost of the LIUNA rehabilitation plan, preferred, at ten percent (10%). County shall pay five percent (5%) and members shall pay five percent (5%) during the term of rehabilitation.

Section 15 - Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining Hours

A. Employees who were employed by the COUNTY as of January 1, 1995, and who have a minimum of ten (10) years of continuous service at the time of separation in good standing from COUNTY employment, shall have the option to be compensated for unused sick hours up to a maximum of 50% of 960 hours and conversion of any remaining hours to PERS retirement; or to convert all unused sick hours to PERS retirement; or any combination thereof.

B. Employees hired after January 1, 1995, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from COUNTY service to PERS retirement credit in accordance with Section 29862.8 of the CaIPERS Credit for Unused sick Leave.

Section 16 - Reimbursement for POST Academy Expenses

The COUNTY shall pay or reimburse Deputy Sheriff Trainees or newly hired law enforcement officers for expenses associated with the employee's attendance at POST or any other required training, for the following expenses: food and lodging, travel, specialized clothing (academy use only), equipment (handcuffs, batons, etc.), books, ammunition, registration, parking, miscellaneous college fees. Reimbursement for said expenses is subject to the employee entering into a written agreement with the COUNTY in the form provided by the COUNTY,

which provides, among other things, that if the employee voluntarily terminates employment within thirty-six (36) months from the date of hire, that the employee shall reimburse the County for expenses paid by the COUNTY.

Section 17 - 4850 Time for Correctional Officers

Correctional officers within the UNION shall be entitled to receive the benefits of Labor Code Section 4850.

Section 18 - Y-Rates

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

Section 19 – POST/STC Certificate Incentive

i) The following classifications are eligible for POST/STC Intermediate and Advanced Certificate incentive pay: Deputy Sheriff II/III, Sheriff Sergeant, Correctional Deputy Sheriff/Dispatcher II/III, Correctional Deputy Sheriff Sergeant, and Undersheriff.

A. Full-time employees who are awarded and hold a current “Intermediate Certificate” as defined in Regulation 1011 of the POST Administrative Manual, Section “B” or in comparable Standards and Training for Correctional Officers shall receive a premium pay incentive of 5% above their regular base salary.

An employee shall satisfy one of the following eligibility requirements for the intermediate Certificate pay incentive:

<u>Degree or Education Units*</u>		<u>Law Enforcement Experience</u>		<u>Training Points</u>
<u>Bachelor Degree</u>	<u>And</u>	<u>2 years</u>	<u>plus</u>	<u>0</u>
<u>Associate Degree</u>	<u>And</u>	<u>4 years</u>	<u>plus</u>	<u>0</u>
<u>45 Education Units</u>	<u>And</u>	<u>4 years</u>	<u>plus</u>	<u>45</u>
<u>30 Education Units</u>	<u>And</u>	<u>6 years</u>	<u>plus</u>	<u>30</u>
<u>15 Education Units</u>	<u>And</u>	<u>8 years</u>	<u>plus</u>	<u>15</u>

*Excess education units may be applied towards training points on a unit-for-point basis. B. Full-time employees who are awarded and hold a current "Advanced Certificate" as defined in Regulation 1011 of the POST Administrative Manual, Section "B" or in comparable Standards and Training for Correctional Officers shall receive a premium pay incentive of 5% above their regular base salary.

An employee shall satisfy one of the following eligibility requirements for the Advanced Certificate pay incentive:

<u>Degree or Education Units*</u>		<u>Law Enforcement Experience</u>		<u>Training Points</u>
<u>Master Degree</u>	<u>and</u>	<u>4 years</u>	<u>plus</u>	<u>0</u>
<u>Bachelor Degree</u>	<u>and</u>	<u>6 years</u>	<u>plus</u>	<u>0</u>
<u>Associate Degree</u>	<u>and</u>	<u>9 years</u>	<u>plus</u>	<u>0</u>
<u>45 Education Units</u>	<u>and</u>	<u>9 years</u>	<u>plus</u>	<u>45</u>
<u>30 Education Units</u>	<u>and</u>	<u>12 years</u>	<u>plus</u>	<u>30</u>

*Excess education units may be applied towards training points on a unit-for-point basis.

ii) The following classifications are eligible for POST/STC Supervisory Certificate incentive pay: Deputy Sheriff III, Sheriff Sergeant, Correctional Deputy Sheriff/Dispatcher III, Correctional Deputy Sheriff Sergeant and Undersheriff.

A. Full-time employees who are awarded and hold or meet the eligibility requirements for a current "Supervisory Certificate" as defined in Regulation 1011 of the POST Administrative Manual, Section "B," or in comparable Standards and Training for Correctional Officers shall receive a premium pay incentive of 5% above their regular base salary.

An employee shall satisfy all of the following eligibility requirements for the Supervisory Certificate pay incentive:

- Possess or be eligible to possess an Intermediate Certificate.
- Complete a minimum of 60 semester units or possess an accredited degree (i.e., AA, BA, MA, etc.).
- Successfully complete an STC-certified or POST-certified Supervisory Course.
- Possess a minimum of two years law enforcement experience as a permanent first-level supervisor or higher.

iii) The following classifications are eligible for POST/STC Management Certificate incentive pay: Correctional Deputy Sheriff Sergeant and Undersheriff.

A. Full-time employees who are awarded and hold a current "Management Certificate" as defined in Regulation 1011 of the POST Administrative Manual, Section "B," or in comparable Standards and Training for Correctional Officers shall receive a premium pay incentive of 5% above their regular base salary.

An employee shall satisfy all of the following eligibility requirements for the Management Certificate pay incentive:

- Possess or be eligible to possess an Advanced Equivalent Certificate.
- Complete a minimum of 60 semester units or possess an accredited degree (i.e., AA, BA, MA, etc.).
- Successfully complete a POST-Certified or STC-certified Management Course.
- Possess a minimum of two years law enforcement experience as a permanent middle manager or higher.
- In order to be awarded both the Supervisory and Management Equivalent Certificates, possess two years of law enforcement experience as a permanent first-level supervisor

or higher, plus two years of law enforcement experience as a permanent middle manager or higher.

Employees who are eligible to receive the premium incentives referenced above are limited to the highest premium for which they qualify. Supervisory, Management, Intermediate, Advanced Certificate premium incentives in this section may not be combined for more than 15% above regular base salary.

ARTICLE V

LEAVE

Section 1 - Incorporation of County Code

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

Section 2 - Compensatory Time

Employees may elect to receive compensation in the form of compensatory time off. Compensatory time usage shall be scheduled at the request of the employee with the approval of the department. No employee may accrue in excess of three-hundred (300) hours of compensatory time at any one time. Employees may elect to receive pay for up to forty (40) hours of accrued compensatory time at the end of the fiscal year by submitting a request for payoff by no later than June 1.

Employees leaving County service shall receive payment for any unused compensatory time off which has been earned but not taken.

Section 3 - Holiday Leave

Employees working for the Sheriff's Department may select annually to receive holiday compensation in one of three methods. Such selection shall be solicited on a form distributed to each eligible employee on or about June 1, of a given year, with the option selected to be implemented by July 1, of that year for the succeeding twelve (12) calendar months through June 30, of the following year.

Option A. Effective the date of this memorandum of understanding is ratified by the Board of Supervisors, each represented employee shall be credited with nine and one-third hours of paid holiday leave at the beginning of each pay period (for a total of fourteen (14) paid holidays per calendar year). Unused holiday hours shall be paid at the straight hourly rate at the end of each pay period. In addition, each individual shall be entitled to a Personal Holiday as currently provided in the Personnel Code. Employees may opt to carry eight hours holiday into the next pay period providing there is never more than sixteen (16) hours holiday in any one pay period.

Option B. Employee will be credited with 112 hours holiday leave on July 1, to be used

by June 30 of the following year. Any holiday leave that is still on the books after June 30, shall be forfeited. Any employee who leaves county employment, or accepts employment in a different county classification, not covered by this MOU, shall be required to pay back to the county a pro-rated amount of holiday time used in excess of eight hours per month from July 1 of that year to the date the employee separates.

Option C. Employee's base salary to be increased five percent (5.4%) effective July 1, through June 30 of the following year. The five percent (5.4%) increase is in lieu of receiving any holiday leave credit (Eight (8) hours per holiday times fourteen (14) holidays equals 112 hours divided by 2080 work hours in a year equals .0538 or five percent (5.4%)). This modification shall not be retroactively applied to employees who previously selected Option C.

ARTICLE VI

PHYSICAL FITNESS STANDARDS

The COUNTY and representatives of the UNION have established physical fitness standards for all employees in the UNION. Each employee that takes the physical fitness test and meets the physical fitness standards shall be paid an additional \$100 per month incentive pay for each calendar month during the year. All new hire employees must meet the physical fitness standards, and shall be paid the \$100 per month incentive pay beginning the first paycheck of the month after passing the test during the remaining months of the calendar year in which they are hired, and thereafter be eligible for continuing incentive pay as set forth in this section. The physical fitness standard test shall be given to new hires as soon after hire as is reasonably foreseeable so long as the weather and staff are available to administer the test. The Sheriff shall monitor the physical fitness test. A UNION representative may observe the physical fitness test, at the request of the employee. No later than June 15 of each year the UNION shall provide a list of each employee qualified to receive this incentive pay to the COUNTY.

ARTICLE VII

SAFETY EQUIPMENT

Within the first week of employment, subject to any qualifications or eligibility requirements, the County shall issue each employee the following safety equipment (at County expense):

- | | |
|--------------------------|-------------|
| Sidearm | Badge |
| Flashlight and Batteries | Cloth Badge |
| Holster | Whistle |
| Nylon Duty Holster | Helmet |
| Handcuffs | Raincoat |
| Handcuff Case | Rain Boots |
| Baton | Patches |
| Baton Holder | I.D. Card |
| Ammunition | Name Tag |

Magazines (2) and Case(s)
Key Holder
Vest, Safety

Cloth Name Tag
Chemical Agent
Chemical Agent Holder

All equipment provided at County expense shall remain the property of the County and upon termination of employment for any reason; all said equipment shall be returned to County in good condition, normal wear excepted.

Sidearm
Extra Handcuffs
Extra Handcuff Holder
Windbreaker

Jumpsuit/Sheriff/Green
Vest/green
Headgear

Optional sidearms must be approved by the Sheriff. Other items of equipment not on this list require prior approval, in writing, before use.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1 - Incorporation of County Code

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

Section 2 - Sick Leave Effect on Overtime

All paid leave time, except sick leave, shall be counted in calculating overtime.

Section 3 - Calculation of Overtime

Employees covered by this Agreement shall be eligible for time and one half (1-1/2) overtime after working more than the hours in their scheduled shift. All paid leave taken during a shift shall be computed as time worked for the purpose of computing overtime; except that paid sick leave will not count toward overtime calculations unless the employee is authorized to work overtime due to operational necessity.

Section 4 - Shift Change

Employees who work less than their normal hours due to a shift change may choose either to use paid leave, other than sick leave, or unpaid leave in order to make up the difference between hours worked and their normal schedule.

ARTICLE IX

RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT

Section 1 - Incorporation of County Code

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

Section 2 - Promotions

All promotions within the Trinity County Sheriff's Department, up to and including the level of Lieutenant, shall be made from an eligibility list consisting solely of permanent employees of the Trinity County Sheriff's Department, except that the county may hire from outside the Department if less than three (3) Department employees meet the minimum qualifications of the classification of a particular promotional opportunity.

Section 3 — Step Upon Initial Hire

The Sheriff shall have the authority to determine the step, from A through E, at which any sworn employee covered by this Association is placed upon initial hire. This authority extends through December 31, 2022, with the option to extend it through the term of successor MOU, for three (3) additional years without having to renegotiate this provision. The total term of this provision without need to renegotiate is five (5) years from January 1, 2021.

Section 4 – AB 119 Compliance

A. New Employee Orientation

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

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

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

B. Information Provided to Association

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

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

Such information will be provided as follows:

1. For new hires:
 - Within thirty (30) days of the date of hire.
2. Regularly, for all bargaining unit employees:
 - Quarterly effective October 1, 2017.

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

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

ARTICLE X

DISCIPLINARY AND GRIEVANCE PROCEDURES

Except as provided in Government code section 3300 through 3311, all provisions of Article X, section 2.60.610 through 2.60.620 of Chapter 2.60 as amended by Ordinance number 1266, of the Trinity County Code are hereby incorporated by reference.

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

ARTICLE XI

GENERAL PROVISIONS

Section 1 - Hepatitis B Vaccines

Employees shall have the option of receiving the Hepatitis B vaccine at County expense including the Titer test.

Section 2 — Per Diem Rates

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

Section 2.60.770 – Travel Reimbursement shall be modified as follows:

C. Meal & Incidentals Reimbursement

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

must arrive at their worksite or home at least two hours after their regular work time. An employee eligible for two or three meals on the same day may claim reimbursement for the combined total of each eligible meal (fifty or sixty-five dollars) regardless of the actual number of meals eaten. However, employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee.

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

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

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

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

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

4. Meal reimbursement shall be at \$65.00 per day for overnight travel outside of the State of California.
5. Employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee (Vendor Provided Meals & Continental Breakfasts not included). If an employee needs to deduct a meal amount, first determine the location where you will be working on official travel. Find the corresponding amount on the first column of the table (M&IE Total) and then look across that row for each specific meal deduction amount.

Total	Breakfast	Lunch	Dinner
\$50.00	\$12.00	\$15.00	\$23.00
\$65.00	\$15.00	\$20.00	\$30.00

6. When trips are less than 24 hours with no overnight stay, regardless of whether or not the one-day trip extends between two calendar days, meals are reportable and taxable income. For continuous travel of greater than 8 hours and less than 24 hours, employees may claim actual expenses for meals in an amount not to exceed \$50.00. Reimbursement under this subsection shall be authorized based upon itemized receipts.
 7. "Travel day" is defined as a calendar day unless otherwise specified.
- F. No receipts shall be required for meals, except receipts shall be required when trips are less than 24 hours with no overnight stay. Receipts shall be required when claiming reimbursement for lodging and other travel-related expenses (i.e., parking, cab fare, bus fare, registration, etc.).

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

Section 3 - Entire Agreement

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

Section 4 - Savings Clause

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

Section 5 - Amendments

The parties may mutually agree to meet and confer on any subject at any time. Any amendment or modification to this Agreement shall be in writing and shall not be

effective unless and until signed by the authorized representatives of the parties to this Memorandum.

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

Section 6 - No Strike Clause

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

Section 7 - Violation of Work Stoppage Provision

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

Section 8 - Compliance with Memorandum

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

Section 9 - Signature Clause

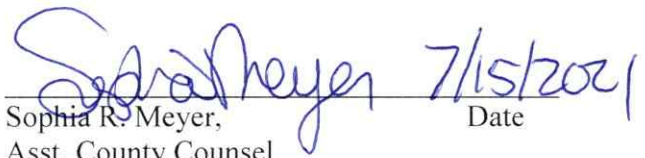
**TRINITY COUNTY DEPUTY
SHERIFFS' ASSOCIATION**



Jayme Bayley
Lead Negotiator

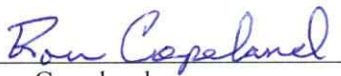
7-9-21
Date

COUNTY OF TRINITY



Sophia R. Meyer,
Asst. County Counsel
County Negotiator

7/15/2021
Date



Ron Copeland
Labor Representative


7/15/21
Date



Sherry Nelson,
HR Director/Risk Manager
County Negotiator

7/9/21
Date


ADOPTED:



JEREMY BROWN, CHAIRMAN of the Board of
Supervisors, County of Trinity, State of California

7-7-2021
Date

ATTEST:



EMMA PURVIS, Deputy Clerk of the Board of
Supervisors of the County of Trinity

7-7-2021
Date

APPROVED AS TO FORM:



Margaret E. Long,
County Counsel, County of Trinity

7-7-2021
Date