

CONTRACT NUMBER 20-010	HR
COUNTY ORIGINAL	

**MASTER MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND THE TRINITY COUNTY
PROBATION PEACE OFFICERS
ASSOCIATION**

**July 1, 2019 through
June 30, 2021**

TABLE OF CONTENTS

Introductory Clause.....4

Preamble4

ARTICLE I – DEFINITIONS5

ARTICLE II – RECOGNITION.....6

ARTICLE III – RIGHTS OF PARTIES.....6

 Section 1 – COUNTY Rights6

 Section 2 – Employee Rights.....7

 Section 3 – Association Rights7

ARTICLE IV – COMPENSATION AND BENEFITS.....8

 Section 1 – Incorporation of General Provisions of Trinity County Code8

 Section 2 – Salary9

 Section 3 – Shift Differential Pay9

 Section 4 – Standby Pay9

 Section 5 – Call Back Minimum.....9

 Section 6 – Payroll Lag.....10

 Section 7 – Medical and Life Insurance10

 Section 8 – Flexible Benefit Plan.....12

 Section 9 – Retirement Plans and Contributions12

 Section 10 – Conversion of Sick Leave to Retirement Credit or
 Pay-off of Remaining Hours14

 Section 11 – Reimbursement for Tuition15

 Section 12 – 4850 Time for Correctional Officers15

 Section 13 – Y-Rates15

 Section 14 – Uniform Allowance15

 Section 15 – POST/STC Certificate Incentive16

ARTICLE V – LEAVE16

 Section 1 – General Provisions16

 Section 2 – Compensatory Time16

 Section 3 – Holiday Pay16

 Section 4 – Holiday Leave17

 Section 5 – Professional Leave18

ARTICLE VI – PHYSICAL FITNESS STANDARDS18

ARTICLE VII – HOURS OF WORK AND OVERTIME18

Section 1 – Incorporation of County Code	18
Section 2 – Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime	18
Section 3 – Overtime for Juvenile Counselor/Correctional Officer 12-hour Schedule	19
 ARTICLE VIII – RECRUITMENT, APPLICATION AND SELECTION	
FOR EMPLOYMENT	19
Section 1 – Incorporation of County Code	19
Section 2 – AB 119 Compliance	19
 ARTICLE IX – DISCIPLINARY AND GRIEVANCE PROCEDURES	
20	
 ARTICLE X – GENERAL PROVISIONS	
20	
Section 1 – Medical Insurance & Classification and Compensation Study Issues	20
Section 2 – Entire Agreement	21
Section 3 – Per Diem Rates	21
Section 4 – Severability	22
Section 5 – Amendments	22
Section 6 – No Strike Clause	23
Section 7 – Violation of Work Stoppage Provision	23
Section 8 – Compliance with Memorandum	23
Section 9 – Incorporation of County Code	23
Section 10 – Signature Clause	24

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 Probation Peace Officer Association (ASSOCIATION), concerning wages, hours and other terms and conditions of employment, and shall be effective from July 1, 2019 to June 30, 2021.

PREAMBLE

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

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

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

WHEREAS, the agreement for the period of July 1, 1994 through December 31, 1997 was amended by agreements dated July 2, 1996, November 6, 1996, February 18, 1997, July 15, 1997, and August 5, 1997; and

WHEREAS, on or about August 4 1998, the COUNTY and the ASSOCIATION entered into an agreement for the period of January 1, 1998 through December 31, 2000, which was intended to keep in effect the terms of the 1994-1997 agreement as amended, except to the extent that the 1998 agreement modified the prior agreement; and

WHEREAS, on or about February 7, 2000 the COUNTY and the ASSOCIATION entered into a first amendment to the 1998 agreement whereby the 2% raise that would have been effective January 1, 2000 was reduced to a raise of 1.62%, and the COUNTY agreed to contribute an amount of \$9.60 per month for each full-time employee to the Laborers International Union of North America (LIUNA) Pension Plan; and

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

WHEREAS, the parties reached an agreement regarding salaries and benefits for the period ending December 31, 2008; and

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

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

WHEREAS, the COUNTY and the ASSOCIATION entered into an agreement with a term ending on December 31, 2013; and

WHEREAS, the COUNTY and the ASSOCIATION entered into an agreement with a term ending on December 31, 2016; and

WHEREAS, the COUNTY and the ASSOCIATION entered into an agreement with a term ending on June 30, 2018; and

WHEREAS, the COUNTY and the ASSOCIATION entered into an agreement with a term ending on June 30, 2021; 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" as used herein shall refer to the Trinity County Probation Peace Officer Association (formerly known as Miscellaneous Peace Officers Unit). Association is affiliated with UPEC 792 for labor representation services.
- 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 Association. The term "employee" does not include "extra help" employees as that term is defined by County Code.
- Parties: The term "Parties" as used herein shall refer to the County of Trinity and the Trinity County Probation Peace Officers Association jointly.
- 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.

Recognized
Employee

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

Date of

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

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

ARTICLE II **RECOGNITION**

The COUNTY recognizes the ASSOCIATION 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:

PEACE OFFICERS

Assistant Chief Probation Officer
Deputy Probation Officer I
Deputy Probation Officer II
Deputy Probation Officer III
District Attorney Investigator I
District Attorney Investigator II
Juvenile Counselor/Correctional Officer I
Juvenile Counselor/Correctional Officer II
Juvenile Counselor/Correctional Officer Senior
Probation Assistant
Supervising Dep. Probation Officer

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 ASSOCIATION 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 - Association Rights

The ASSOCIATION 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 right to represent its members before the Board of Supervisors or its authorized representatives with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or county laws and regulations.

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

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

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

H. There shall be no discrimination because of race, creed, color, national origin, gender, or sexual orientation, of any ASSOCIATION activities allowed by law, against any employee by the COUNTY or anyone employed by the COUNTY; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age.

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

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

ARTICLE IV
COMPENSATION AND BENEFITS

Section 1 - Incorporation of General Provisions of Trinity County Code

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

Section 2 - Salary

A. Salary increases:

Commencing January 1, 2020, COUNTY shall increase employee's salary two percent (2%) as a Cost of Living Adjustment (COLA).

Commencing January 1, 2021, COUNTY shall increase employee's salary two percent (2%) as a Cost of Living Adjustment (COLA).

B. Salary increases to ensure minimum wage compliance shall be given in accordance with the attached Spreadsheet A.

C. The provisions for salary set forth in this section shall remain in effect until June 30, 2021. The salary in effect on June 30, 2021, 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.

D. Classic Employees shall assume full responsibility for 9% of the payment of the employee portion of PERS retirement benefits. PEPRAs Employees are responsible for payment of the employee portion of PERS retirement benefits as set by PERS.

Section 3 — Shift Differential Pay

A. Swing Shift: Employees working a shift with at least fifty percent (50%) of the shift falling after 4:00 p.m. and before 12:00 midnight, 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 12:00 midnight and before 8:00 a.m. shall receive an additional seventy-five cents (\$.75) per hour for all hours worked on the shift.

Section 4 - Standby Pay

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

Section 5 - Call Back Minimum

Employees on standby/on-call who are called back to work at a time they are not scheduled to work shall receive a two (2) hour minimum. The two (2) hour minimum shall not be applicable in the case of an Employee called back to work less than two (2) hours from the beginning of the employee's regularly scheduled shift. In cases where there is less than two (2) hours from the beginning of the employee's regularly scheduled shift and the

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

Section 6 — Payroll Lag

Upon approval of the Parties, COUNTY shall investigate the initiation of a "payroll lag" if COUNTY determines a savings is available with implementation.

Section 7 - Medical and Life Insurance

A. Employee Medical Insurance

Commencing with the January 2020 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium. Said premium to commence on the 1st of the month following the month of employment for each employee. COUNTY may change medical insurance programs during the term of this contract, and shall pay the premium for employee medical insurance with comparable coverage to PERS Choice upon change in policies. The bundled premium is the total premium of employee only PERS Choice medical insurance, plus employee only vision insurance and plus family dental insurance.

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

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

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

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

B. Retiree Medical Insurance

All retirees, retired or hired prior to the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical

benefits at the Employee Only PERS Choice premium. Employees hired after the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired on or prior to ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

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

For covered employees hired after ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

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

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

D. Employee Life Insurance, Vision and Dental Coverage

COUNTY shall pay the entire premium for employees' life insurance with \$42,000 coverage for the Assistant Chief Probation Officer, District Attorney's Investigator I/II, and Supervising Deputy Probation Officer, and \$25,000 coverage for all other classifications within the Association. 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.

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

Commencing July 1, 2019, and continuing through June 30, 2025, any ASSOCIATION member hired prior to the date of ratification of this MOU, who is eligible and elects not to

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

Employees hired after the Date of Ratification of this MOU, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

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

F. Total County Medical Contribution Cap

Notwithstanding the foregoing, COUNTY contributions for medical, dental, and vision insurance shall be capped at a total cost to COUNTY of \$850.00 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the \$850.00 cap, except that, upon retirement, employees hired prior to ratification of this Agreement shall be entitled to PERS Choice employee only full medical benefits, as stated in Article IV, section 7, subsections (A) and (B).

Section 8 - Flexible Benefit Plan

COUNTY shall provide a flexible benefit plan for each employee. Member may use medical premium for any flexible benefit, up to the existing medical cap. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the Internal Revenue Code and regulations issued pursuant thereto. A copy may be obtained from County payroll and is incorporated herein by reference.

Section 9 — Retirement Plans and Contributions

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the COUNTY'S primary plan for classic 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 with prior service. The COUNTY shall pay the employer's contribution. New members on or after January 1, 2013, as defined by the Public Employee's Pension Reform Act, shall be provided the new 2.7%@57 formula for new member employees; and shall be subject to all requirements of the Act.

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

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

2. The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$0.17 per hour in FY 19-20 and \$0.19 per hour in FY 20-21 and beyond for the following classifications:

- Deputy Probation Officer I
- Deputy Probation Officer II
- Deputy Probation Officer III
- District Attorney Investigator I
- Juvenile Counselor/Correctional Officer I
- Juvenile Counselor/Correctional Officer II
- Juvenile Counselor Senior
- Probation Assistant

and in the amount of \$1.09 per hour in FY 19-20 and \$1.20 per hour in FY 20-21 and beyond for the following classifications:

- Assistant Chief Probation Officer
- District Attorney Investigator II
- Supervising Dep. Probation Officer

Each contribution shall be for each full-time employee commencing with date of employment. Part-time employees shall receive a prorated amount of the applicable rate for their classification 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 (\$0.17 per hour or \$1.09 per hour for FY 19-20). The following calculations are illustrative and may not describe all situations:

Full time	\$174.40 or \$27.20 (for 160 hours per month)
4/5 time	\$139.52 or \$21.76 (for 128 hours per month)
3/4 time	\$130.80 or \$20.40 (for 120 hours per month)
1/2 time	\$87.20 or \$13.60 (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) who shall be considered full time and receive a Full time contribution. Contributions shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

County contributions described in this section are inclusive of the County's share of 5% under the cost of the LIUNA rehabilitation plan.

3. 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 in excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claims or action arising out of said demand for additional sums. Employee funded contributions may be made to a pension plan pretax, provided such contribution is permitted under the law and that it is at no cost to the COUNTY other than normal payroll processing costs. A letter ruling from the IRS, or similar documentation satisfactory to the COUNTY shall be provided by the ASSOCIATION before pretax contributions shall be made. COUNTY and ASSOCIATION 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.

4. COUNTY shall elect the "preferred" payment option, if available, and COUNTY shall increase COUNTY contributions not to exceed one-half (50%) of the additional payment obligation under the "preferred" rehabilitation plan.

5. Parties agree to construct a "side letter" amendment to this Agreement if needed to comply with LIUNA pension plan requirements.

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

C. The COUNTY shall match employee contributions to a COUNTY-approved deferred compensation plan, up to a maximum of 3% for members in the following classifications:

Assistant Chief Probation Officer
District Attorney Investigator II
Supervising Dep. Probation Officer

Section 10 - 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 March 19, 1996, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from COUNTY service to PERS retirement credit in accordance with Section 29862.8 of the Cal PERS Credit for Unused sick Leave.

Section 11 - 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 two hundred fifty dollars (\$250.00) per employee per year. In the event the approved course is scheduled during the employees' regular work hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities.

Section 12 — 4850 Time for Correctional Officers

Probation officers and juvenile Counselors within the ASSOCIATION shall be entitled to receive the benefits of Labor Code Section 4850.

Section 13 - 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 14 — Uniform Allowance

A. The uniform allowance shall be provided at the rate of One Thousand Dollars (\$1,000.00) annually in January each year. The uniform allowance shall be provided on a separate check less the appropriate tax withholdings and included in the remuneration reported on the employee's W-2 form. Such allowance shall cover all approved uniforms and equipment as defined by the Department Head. 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 be advanced their first year's uniform allowance at the time of hire to allow purchase of required uniform items. No further uniform allowance shall be paid until the employee's second year of employment. Employees voluntarily terminating prior to completion of their first year shall be required to reimburse the COUNTY on a pro-rated basis.

C. Articles which employees are required and authorized to purchase with their uniform allowance will be established by the employee's respective Department Head. Employees agree that they will abide by properly established dress and/or uniform requirements established by the employee's Department Head.

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 15. POST/STC Certificate Incentive

Peace Officer Standards and Training / Standards and Training for Corrections (POST/STC) Certification Incentive Pay

A. Full-time ASSOCIATION employees who are awarded and hold 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.

B. Full-time ASSOCIATION 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 10% above their regular base salary.

Employees are eligible to receive the premium pay incentives are limited to the highest premium for which they qualify, either the Supervisory Certificate premium or the Management Certificate premium but not both. Supervisory and Management Premium Pay incentives in this section may not be combined.

ARTICLE V
LEAVE

Section 1 — General Provisions

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

Section 2 - Compensatory Time

The compensatory time carry-over as provided in the Trinity County Code Chapter 2.60, Article XI, Section 5.80, subsection E, shall be 80 hours from one calendar year to the next, provided the authorization is received as set forth in the Trinity County Code.

Section 3 - Holiday Pay

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

Section 4 - Holiday Leave

Employees classified as Juvenile Counselors in the Association 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.

The options for Juvenile Counselors in the Association are as follows:

Option A. Effective the date of this memorandum of understanding is ratified by the Board of Supervisors, each represented employee shall be credited with eight and two-thirds (8.667) hours of paid holiday leave at the beginning of each pay period (for a total of thirteen (13) 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%) effective July 1, through June 30 of the following year. The five percent (5%) increase is in lieu of receiving any holiday leave credit (Eight (8) hours per holiday times fourteen (14) holidays equals 112 hours divided by 2,080 work hours in a year equals .0538 or five percent (5%)).

All other classifications shall receive holiday compensation in the following method:

Effective the date this memorandum of understanding is ratified by the Board of Supervisors, each represented employee shall be credited with eight and two-thirds (8.667) hours of paid holiday leave at the beginning of each pay period (for a total of thirteen (13) 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.

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

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX,

Section 2.60.530, subsection B, shall be modified as follows:

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

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

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

Section 5 — Professional Leave

On each January 1st, a total of forty-eight (48) hours of professional leave shall be credited to the Assistant Chief Probation Officer, District Attorney's Investigators, and Supervising Deputy Probation Officer in lieu of paid overtime and paid on-call time. Said hours shall be granted after one year of service in a management position. Said leave shall not be taken in any other year than in which it was earned nor can the leave be carried over or any other compensation be made to the employee in the event the leave is not taken during the earned year.

ARTICLE VI **PHYSICAL FITNESS STANDARDS**

Physical fitness standards for this ASSOCIATION shall be the same as those designated for the Deputy Sheriff Association. In January of each year, 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 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 Department Head or his designee shall monitor the physical fitness test. An ASSOCIATION representative may observe the physical fitness test, at the request of the employee. Juvenile Counselors shall become eligible for the Physical Fitness Standard Incentive in January 2006.

ARTICLE VII **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 - Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked forty (40) hours in a workweek. Vacation time, personal leave, compensatory time taken, holiday time, and/or sick leave will not count toward the overtime calculation. The exception to this an employee called back

from a scheduled day off or approved leave, with Department Head approval, will receive time and a half for the day called back. In addition, Juvenile Counselors asked to work beyond the end of their scheduled shift will receive time and half for the hours worked beyond the end of the regular scheduled shift.

Section 3 — Overtime for Juvenile Counselor/Correctional Officer 12-hour Schedule

The COUNTY has adopted a regular, recurring, work period of fourteen (14) days for Juvenile Counselor Correctional Officers working a twelve (12) hour schedule. Overtime for these employees shall be calculated according to the "Maximum Hours Standard" in 29 C.F.R. 553.230. The overtime premium is payable for all hours of worked in excess of eighty-six (86) hours in any fourteen (14) day work period.

ARTICLE VIII **RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT**

Section 1 – Incorporation of County Code

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

Section 2 – AB 119 Compliance

A. New Employee Orientation

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

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

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

B. Information Provided to 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 IX **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 X **GENERAL PROVISIONS**

Section 1 – Medical Insurance & Classification and Compensation Study Issues

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

herein.

Section 2 —Entire Agreement

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

Section 3 – Per Diem Rates

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

Section 2.60.770(C) – Travel Reimbursement shall be modified as follows:

Meal & Incidental 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	Los Angeles	Nevada
Contra Costa	Marin	Orange
Fresno	Mariposa	Placer
Humboldt	Mendocino	Riverside
Inyo	Mono	Sacramento
Kern	Monterey	San Bernardino
Kings	Napa	San Diego

San Francisco
San Joaquin
San Luis Obispo
San Mateo

Santa Barbara
Santa Clara
Santa Cruz
Sonoma

Tulare
Ventura
Yolo

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

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

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

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

Section 4 — Severability

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 Association 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-Milas-Brown Act.

Section 6 — No Strike Clause

ASSOCIATION agrees that under no circumstances will ASSOCIATION 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 ASSOCIATION, the COUNTY shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

Section 7 - Violation of Work Stoppage Provision

In the event of any work stoppage during the term of this Memorandum of Understanding whether by the ASSOCIATION, or by any member of the ASSOCIATION, the ASSOCIATION, 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 ASSOCIATION has not authorized, permitted or encourage, ASSOCIATION 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 ASSOCIATION or the COUNTY, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this memorandum shall be subject to discipline up to and including discharge. The COUNTY shall enforce the terms of this Memorandum on the part of its supervisory personnel; the ASSOCIATION shall enforce the terms of this Memorandum on the part of its members.

Section 9 — Incorporation of County Code

Except as to terms expressly provided herein, all the provisions of articles I through XV of

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

Section 10 – Signature Clause

TRINITY COUNTY PROBATION
PEACE OFFICER ASSOCIATION

COUNTY OF TRINITY

Ron Copeland 2/27/20

Ron Copeland
Labor Representative

Sophia R. Meyer 2/26/2020

Sophia R. Meyer
County Negotiator

Lance Floerke 2/21/2020
Lance Floerke
PPO Association President

Shelly Nelson 2/18/20
Shelly Nelson
County Negotiator

Thomas Bradford 2/19/2020
Thomas Bradford
PPO Association Member

ADOPTED:

Bobbi Chadwick 2/14/2020
BOBBI CHADWICK, CHAIRMAN
of the Board of Supervisors,
County of Trinity, State of California

ATTEST:

By: Tina Duong 2/14/2020
Tina Duong, Deputy Clerk of the Board
of Supervisors, County of Trinity,
State of California

Approved as to form and legal effect.

Margaret E. Long
Margaret E. Long, County Counsel

PROBATION PEACE OFFICERS SPREADSHEET A																
Current					1/1/2020				1/1/2021				C&C Implementation			
Title		Salary Schedule	A Step	Hourly Rate	% Increase	Salary Schedule	A Step	Hourly Rate	% Increase	Salary Schedule	A Step	Hourly Rate	C & C +/-	80%	65%	
Exempt	Asst. Chief Probation Officer	O248	\$ 6,173.12	\$ 35.61									-12.40%	-9.92%	-8.06%	
Non-Exempt	DA Investigator	I	O211	\$ 4,271.82	\$ 24.65								-8.50%	-6.80%	-5.53%	
Non-Exempt	DA Investigator	II	O221	\$ 4,718.76	\$ 27.22								-8.50%	-6.80%	-5.53%	
Exempt	Supervising Deputy Probation Officer	O214	\$ 4,534.63	\$ 26.16	3.0%	O217	\$ 4,534.63	\$ 26.16	7.0%	O224	\$ 4,861.74	\$ 28.05	-12.40%	-9.92%	-8.06%	
Non-Exempt	Deputy Probation Officer	I	O179	\$ 3,106.91	\$ 17.92								-12.40%	-9.92%	-8.06%	
Non-Exempt	Deputy Probation Officer	II	O189	\$ 3,431.96	\$ 19.80								-12.40%	-9.92%	-8.06%	
Non-Exempt	Deputy Probation Officer	III	O199	\$ 3,791.02	\$ 21.87								-12.40%	-9.92%	-8.06%	
Non-Exempt	Probation Assistant		O178	\$ 3,076.15	\$ 17.75								-12.40%	-9.92%	-8.06%	
Non-Exempt	Juvenile Counselor/Correction Officer	Senior	O177	\$ 3,106.91	\$ 17.92								-16.90%	-13.52%	-10.99%	
Non-Exempt	Juvenile Counselor/Correction Officer	II	O167	\$ 2,812.65	\$ 16.23								-16.90%	-13.52%	-10.99%	
Non-Exempt	Juvenile Counselor/Correction Officer	I	O157	\$ 2,546.26	\$ 14.69								-16.90%	-13.52%	-10.99%	